



CONDITIONS FOR MOVEMENT OF PRIVATELY OWNED RAILROAD CARS ON AMTRAK

Effective January 1, 2021

This document supersedes all contracts and prior Conditions for Movement of Privately Owned Railroad Cars on Amtrak.

DEFINITIONS

1. Amtrak: The National Railroad Passenger Corporation, a corporation organized under 49 U.S.C. § 24101 et seq., and the laws of the District of Columbia with offices at 1 Massachusetts Avenue, N.E., Washington, D.C. 20001.
2. Amtrak Private Car Website: The portion of the amtrak.com website that is devoted to Private Cars. The URL is: <https://www.amtrak.com/planning-booking/private-train-cars.html>.
3. Amtrak Property: Land, yard, tracks, or other real or personal property owned or controlled by Amtrak.
4. Amtrak Train: A train operated by Amtrak for its own account, i.e., not operated by Amtrak under contract to another entity.
5. Designee: A representative of the Private Car Owner designated to Amtrak's Manager of Special Movements in writing and approved by Amtrak's Manager of Special Movements in writing.
6. Indemnitees: Amtrak, its host railroads, other railroads or transit agencies to the extent Amtrak is obligated to indemnify or save harmless such railroads and transit agencies, station and terminal companies, other railroads on whose right of way or property a Private Car operates, and their respective officers, directors, employees, contractors, agents, servants, successors, assigns and subsidiaries.
7. Manager of Special Movements: Specialist of Special Movements in the Amtrak Special Movements Department and available via email at SpecialMoves@amtrak.com or via fax at (302) 683-2121.
8. Occupants: Persons in a Private Car or meeting or greeting a Private Car, other than persons serving in their capacity as Amtrak employees, including but not limited to passengers, meeters and greeters, invitees, and guests.
9. Person-in-Charge: A person representing the Private Car Owner who has authority to act on behalf of the Private Car Owner and will be physically present and accessible to Amtrak employees on each Private Car Move before, during, and after such move.
10. Private Car: A railroad passenger car owned, leased, operated, or otherwise controlled by a Private Car Owner and has had an 800000-series number assignment by Amtrak.
11. Private Car Inspector: A private contractor who meets the requirements set forth in Amtrak's Private Car Inspector Qualification Protocol and listed by Amtrak on the Private Car Inspectors List.
12. Private Car Inspectors List: A list maintained by Amtrak of Private Car Inspectors and available on the Amtrak Private Car Website.
13. Private Car Maintenance Contractor: A private contractor or subcontractor hired by a Private Car Inspector or Private Car Owner to perform maintenance services under his or her authority, responsibility, and direction.
14. Private Car Move: A journey of a Private Car or multiple Private Cars on an Amtrak Train, whether occupied or unoccupied, governed by one Passenger Name Record (PNR) and/or Transportation Notice (TN) issued by Amtrak signifying Amtrak authorization of the journey.
15. Private Car Owner: A party or entity other than Amtrak which owns, leases, operates, or otherwise controls a Private Car.
16. Private Car Owner Group: A Private Car Owner, Private Car Inspectors, Private Car Maintenance Contractors and the Private Car Owner's employees, contractors, subcontractors, lessees, agents, and servants.

17. Private Car Parking: A Private Car on Amtrak Property during the time when it is not engaged in a Private Car Move. The duration of a Private Car Move includes the period immediately before the start of the Private Car Move, time waiting for a connecting Amtrak Train as part of one continuous Private Car Move, and the time immediately after the completion of a Private Car Move.

A. GENERAL CONDITIONS

1. Private Car Owners or Designee may request Private Car Moves or Private Car Parking using procedures and conditions referenced in this document. However, Amtrak reserves the right to refuse any such request, including but not limited to requests which in Amtrak's sole judgment would cause a delay in movement of Amtrak Trains, result in any unusual additional costs or difficulties, or are for a Private Car Owner, Person-in-Charge, or Occupant whose Private Car Moves have been curtailed in accordance with Section I. Amtrak shall be the sole judge of which Amtrak Trains and Amtrak Property can accommodate requested Private Car Moves or Private Car Parking, between which points Private Cars may be moved, and on what dates Private Cars can be accommodated. Operation of Private Cars must be conducted in a safe manner and not to the detriment of Amtrak's other customers or operations. Additional Guidelines for Private Car Moves, including information on locations eligible to have Private Cars added or removed from Amtrak Trains, are available on the Amtrak Private Car Website, and are incorporated into this document.
2. Private Car Owner Group and Persons-in-Charge shall be fully cognizant of and governed by all appropriate safety rules and standards governing their conduct in and about railroad property and equipment, which at a minimum includes safety rules and standards issued (1) by Amtrak, available on the Amtrak Private Car Website, (2) by each host railroad on which the Private Car is located, and (3) by any applicable agencies having jurisdiction over the Private Car or the Private Car Move such as the Federal Railroad Administration (see applicable parts of 49 CFR Parts 200-299). Occupants must be made aware of these safety rules and standards by the Person-in-Charge and the actions of the Private Car Owner Group and Person-in-Charge must set a positive example for all Occupants. It is the responsibility of Private Car Owner to be familiar with all applicable rules and standards. If one rule or standard exceeds the others, the rule or standard that exceeds shall govern.
3. The instructions of Amtrak personnel are to be adhered to at all times and shall supersede the instructions of others including the Private Car Owner Group and the Person-in-Charge.
4. Private Cars on Amtrak Trains or on Amtrak Property must have safety appliances such as hand brakes accessible at any time to Amtrak operating crews and personnel responsible for Amtrak operations.
5. The Private Car Owner Group, Person-in-Charge, and/or Occupants shall not offer or cause to be offered to any Amtrak employee any Business Courtesies. A Business Courtesy is a present, gift, hospitality or favor for which fair market value is not paid by the recipient. A Business Courtesy includes tangible or intangible benefits such as meals, drinks, entertainment, door prizes, transportation, discounts or professional items. Prohibited gifts include but are not limited to cash; services or gifts greater than ten dollars (\$10.00) in value; transportation; favors; bonuses; commissions or kickbacks; living expenses; or entertainment.
6. For each Private Car Move, the following additional rules apply:
 - a) A Person-in-Charge will be identified for each Private Car. If there are multiple Private Cars in one Private Car Move, there must be a Person-in-Charge for each Private Car; the same Person-in-Charge can be listed for multiple Private Cars. The Person-in-Charge of each Private Car must be identified on the *Private Car Movement Request* Form NRPC 2208 (available on the Amtrak Private Car Website) when it is submitted to Amtrak Special Movements department, and Amtrak will indicate their name on the Passenger Name Record (PNR) and Transportation Notice (TN) governing the Private Car Move.

- b) The Person-in-Charge must meet with the Amtrak Conductor at the originating point of the Private Car Move to discuss an emergency plan for the Private Car Move. In addition, they must discuss the evacuation plan along with a method of communication during the Private Car Move.
 - c) The Person-in-Charge must complete a Form NRPC 3160 *Private Car Passenger Record* (available on the Amtrak Private Car Website) that identifies all Occupants during each Private Car Move. The Person-in-Charge will give the completed form to the Amtrak 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 Private Car Owner Group and, if present the Person-in-Charge, must not be under the influence of alcohol or drugs throughout the Private Car Move, or at any time on Amtrak Property or host railroad property. Other Occupants must not be under the influence of alcohol or drugs outside of the Private Car, or at any time on Amtrak Property or host railroad property; the Private Car Owner, or if the Private Car Owner is not present the Person-in-Charge, is responsible for enforcing this provision.
7. Private Cars that are in the consist of a regularly scheduled Amtrak Train will be afforded the same services that are provided to that Amtrak Train consist. This includes water, wet ice, and car wash where applicable.
 8. For Private Car Parking, the Private Car Owner or Designee must complete a Private Car Parking Permit (available on the Amtrak Private Car Website) and submit the request to Amtrak's Manager of Special Movements thirty (30) days prior to the requested commencement date of parking. The Private Car Owner must meet all criteria in this document including but not limited to Section B, Insurance and Liability, and Section F, Parking.
 9. Amtrak reserves the right to change the terms and rates contained herein at any time. Private Car Moves confirmed prior to any such changes will be honored at the rates contained in the confirmation. Operating conditions may require changes to a Private Car Move including but not limited to consist position, days of operation, and routing.
 10. 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 be paid by the Private Car Owner.
 11. 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 or at the specific instruction of Amtrak personnel. The Private Car Owner Group and Person-In-Charge must read, understand, and comply with the special instructions that govern the use of railroad radios by other than railroad employees (available on the Amtrak Private Car Website), and prior to their initial Private Car Move must submit to Amtrak's Manager of Special Movements a signed copy of the then-current version of the special instructions that govern the use of railroad radios by other than railroad employees.

B. INSURANCE AND LIABILITY

1. By the Private Car Owner or Designee requesting and Amtrak agreeing to a Private Car Move or Private Car Parking:
 - a) The Private Car Owner agrees to defend, indemnify and save harmless the Indemnitees, irrespective of any negligence or fault on the part of the Indemnitees, 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 the Occupants, the Private Car Owner Group, and the Person-In-Charge, and loss, damage or destruction to any of its or their property which would

not have been incurred but for the use, occupancy, parking, handling or movement of the Private Car including a Private Car Move and Private Car Parking.

- b) In addition, the Private Car Owner agrees to defend, indemnify and save harmless the Indemnitees, irrespective of any negligence or fault on the part of the Indemnitees, or howsoever the same shall occur or be caused, from any and all claims, liabilities, damages, or expenses relating to environmental conditions caused by the acts or omissions of the Private Car Owner Group, the Person in Charge, or the Occupants, and loss, damage or destruction to the property of the Indemnitees which would not have been incurred but for the use, occupancy, parking, handling or movement of the Private Car including a Private Car Move and Private Car Parking.
 - c) Unless the death, injury, damage, or destruction is caused by the negligent acts, errors or omissions of the Private Car Owner Group, the Person-In-Charge, or the Occupants, Amtrak agrees to defend, indemnify, and save harmless the Private Car 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 Section B.1(a), for loss, damage, or destruction to all property other than property identified in Section B.1(a) and B.1.(b), including for death or injury to employees of the Indemnitees or damage or destruction to the property of the Indemnitees, and for claims, liabilities, damages, or expenses relating to environmental conditions other than environmental conditions identified in Section B.1(b).
 - d) The Private Car Owner or Person-in-Charge shall ensure the compliance of all Occupants with the immigration and customs laws of each state and country from, through, and to which a Private Car Move and/or Private Car Parking occurs. The Private Car Owner will defend, indemnify and hold the Indemnitees harmless from and against any loss, damage or expense incurred or suffered by any of the Indemnitees due to any failure of such compliance. Indemnitees shall have no liability for any loss, damage or expense incurred by the Private Car Owner Group, Person-In-Charge, and Occupants with respect to the obtaining of immigration and customs documents or the compliance with any applicable immigration and customs laws and regulations.
 - e) The Private Car Owner shall assume responsibility for, and pay, all costs of repairs to or replacement of his/her Private Car, any property associated with the Private Car made necessary as a result of damage or destruction occurring while the Private Car(s) are in a Private Car Move or Private Car Parking regardless of the cause of such damage or destruction.
2. The Private Car Owner 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 the Private Car Move or Private Car Parking.
- a) Workers Compensation Insurance complying with the statutes of the jurisdiction(s) in which the Private Car Move and/or Private Car Parking will occur, covering the Private Car Owner and all employees of the Private Car Owner. Employer's liability coverage with limits of liability of not less than one million dollars (\$1,000,000) each accident or incident shall be included. If state law does not require the Private Car Owner to carry Workers Compensation Insurance, then the Private Car Owner will not be required to procure Workers Compensation Insurance.
 - b) Property Insurance issued to the Private Car Owner and covering the full replacement value of 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.
 - c) General Liability Insurance issued to the Private Car Owner and covering liability imposed upon the Private Car Owner with respect to the ownership, use, Private Car Parking, and movement of the Private Car in Private Car Moves and Private Car Parking. Products and completed operations, independent contractors, and contractual liability (with all railroad exclusions thereto deleted) coverages are to be included. Indemnities are to be named as additional insureds. This insurance

shall have combined limits of not less than two million per occurrence (USD \$2,000,000) and four million dollars aggregate (USD \$4,000,000).

d) All of the Private Car Owner's insurance policies provided under the requirements of this Section B shall contain a waiver of all rights of subrogation against the Indemnitees. Amtrak reserves the right to procure or require a Private Car Owner to procure, at Amtrak's option but at the Private Car 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
1 Massachusetts Avenue, N.W.
Washington, DC 20001

f) Without a valid Certificate of Insurance on file at Amtrak, Amtrak will not consider or approve a Private Car Move or Private Car Parking.

3. Private Car Owner releases Amtrak from any and all obligation or liability relating to the rejection of a Private Car Move or Private Car Parking by Amtrak regardless of any advertised solicitation or representation made by any party prior to Amtrak approval of the Private Car Move or Private Car Parking, or when events beyond Amtrak's reasonable control prevent the Private Car Move or Private Car Parking, including but not limited to when a host railroad refuses the Private Car Move or Private Car Parking after the itinerary is confirmed. Likewise, Private Car Owner releases Amtrak from any and all liability for the level of service provided by the Private Car Owner Group, Person-In-Charge, Amtrak, host railroads, or any other party, to the Private Car Owner Group, Person-In-Charge, and/or Occupants.
4. No later than July 1, 2019, each Private Car Inspector must provide to Amtrak a Certificate of Insurance giving evidence that the Commercial General Liability insurance required by Attachment A of the Temporary Permit to Enter for Private Car Inspectors (available on the Amtrak Private Car Website) is in place whether the Private Car Inspector enters Amtrak Property or not. If entering Amtrak Property, the Private Car Inspector must satisfy all additional provisions of Amtrak's then-current Temporary Permit to Enter for Private Car Inspectors. .

C. STANDARDS, INSPECTIONS, AND REPAIRS

1. The Private Car Owner is responsible for ensuring that his or her Private Car meets all applicable legal requirements, including but not limited to 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 (See SMP 28603 "Mechanical Standard for Operating Privately Owned Cars in Amtrak Trains" available on the Amtrak Private Car Website), which include successful completion of calendar day as well as periodic inspections. Amtrak, in its sole judgement, reserves the right to accept certifications from a Private Car Inspector and from other third parties such as host railroads. For details of Amtrak standards and requirements, please contact the Amtrak Manager of Special Movements. The Private Car Owner must maintain a copy of the inspection record for each of their Private Cars and produce such documentation if requested by Amtrak or authorized regulatory personnel.
2. Maintenance performed by Amtrak on Private Cars is limited to FRA-required repairs of safety appliances, with such maintenance performed only as necessary on a Private Car in the consist of an Amtrak Train during a Private Car Move. If a Private Car requires an FRA-required repair to a safety appliance that can be repaired at the destination terminal on a Private Car Move, the Private Car Owner or Designee or the Person-in-Charge is to contact the CNOC Charter & Special Movements Desk for authorization at 1-800-424-0217 and choose option "9" from the main menu, then "1" for Private Car Manager. For mechanical emergencies, press "7" to be transferred to an open line (available 24/7).

Amtrak will provide wheel truing and wheelset replacement services utilizing current AAR rates, subject to the availability of Amtrak facilities, equipment, and resources. This work shall not impede the servicing or maintenance of Amtrak equipment.

3. The procedure for scheduling Annual (PC1), 40 Year (PC2), and 10 Year Follow-up (PC2A) Inspections is managed by Amtrak's Manager of Special Movements.
 - a) Amtrak facilities and resources will not be available to perform these periodic inspections except as provided in Section C.7.
 - b) The Private Cars Owner is responsible for scheduling their own inspections using Private Car Inspectors. Only Private Car Inspectors on the Private Car Inspector List can be used. Private Car Inspectors are selected from the Private Car Inspector List, hired, scheduled, and paid directly by Private Car Owners. Private Car Inspectors establish payment arrangements directly with Private Car Owners; no billing, payment, or any other matter regarding Private Car Inspectors and their relationship with Private Car Owners are handled by or through Amtrak.
 - c) Amtrak does not allow the same Private Car Inspector to perform more than two consecutive annual inspections on the same Private Car.
 - d) A Private Car Inspector may not provide any inspection or approval on work he or she has performed on a Private Car.
 - e) Amtrak assumes no responsibility for and makes no representations or warranties, express or implied, as to the qualifications of, or work or inspections performed by, Private Car Inspectors and/or Private Car Maintenance Contractors.
4. Once an inspection of a Private Car has been completed, all the required documentation must be emailed to the CNOC Mechanical Desk at following addresses:

Cnocmechanicaldesk@amtrak.com
5. The CNOC Mechanical Desk will close all required internal Amtrak Work Orders using the inspection documentation submitted to them by the Private Car Owner, Designee, and/or Private Car Inspector.
6. Amtrak's Manager of Special Movements and staff are the point of contact for scheduling upcoming Private Car Moves, overseeing Private Car Moves that are in progress, monitoring due dates of periodic inspections, and monitoring open Incident Work Orders generated from defects recorded from previous Private Car Moves to help ensure that each Private Car Move is operated with mechanically compliant equipment.
7. Inspections and associated repairs by a Private Car Inspector or Private Car Maintenance Contractor are authorized on Amtrak Property only for equipment that is covered by a valid Monthly, Long-Term Private Car Parking Permit at locations eligible for Private Car Moves and the Private Car Inspector holds a valid Temporary Permit to Enter for Private Car Inspectors, or for required Daily inspections not performed by Amtrak personnel during a Private Car Move. Amtrak Supervisors will provide blue flag protections and make available pit inspections, jacking pad and overhead fall protection areas as necessary, dependent on the availability of Amtrak facilities, equipment, and resources. This work shall not impede the servicing or maintenance of Amtrak equipment.

The Private Car Owner or Designee must contact the CNOC Charter & Special Movements Desk for authorization prior to any inspection or wheel work performed at 1-800-424-0217 and choose option "9" from the main menu, then "1" for Private Car Manager.

8. All costs associated with inspections and associated repairs or maintenance will be borne by the Private

Car Owner.

9. The Private Car Owner shall pay Amtrak any costs incurred to perform emergency en route inspection and repairs or to provide other non-routine services requested by the Private Car Owner or Designee, or that Amtrak determines are necessary to permit continuation of a Private Car Move or Private Car Parking.
10. A movement request may be approved only after Amtrak receives documentation that no Private Cars involved in the Private Car Move have inspection dates that will expire within 14 days prior to the proposed start date of the Private Car Move or have inspection dates that will expire prior to the end of the Private Car Move that the movement request covers.
11. 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 of Private Cars on Amtrak Trains must be received in writing on a fully completed *Amtrak Private Car Movement Request* Form NRPC 2208 (available on the Amtrak Private Car Website). Requests in compliance with the conditions listed in this document may be made up to one year in advance but no later than 30 days prior to the date of the first Private Car Move; provided however that requests received by Amtrak fewer than 30 days prior to the date of the first Private Car Move will be considered at Amtrak's sole discretion and will be assessed a surcharge of 10% on the price of the Private Car Move. Amtrak will only honor requests for Private Car Moves from the Private Car Owner or Designee. The request must be transmitted to Amtrak's Manager of Special Movements.
2. Within 72 hours of receipt of a Private Car Movement Request form, an Amtrak representative from the Special Movements department will notify the requestor that the movement request has been received. However, if the Private Car Owner and/or the Private Car has any outstanding issues associated with it, the Private Car Owner or Designee will be informed that the Private Car Move will not be considered until all outstanding issues have been resolved. Examples of such issues include but are not limited to: A past-due payment balance; the Annual Car Administrative Fee is due; incomplete and/or out of date insurance coverage; mechanical inspections are not up to date; or any violation addressed by Section I.
3. Amtrak's Manager or Specialist of Special Movements will notify the Private Car Owner or Designee of the approval or denial of any Private Car Movement request that is requested. 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 Private Car Moves.

E. CHARGES AND PAYMENT PROCEDURES

1. Private Car Moves will be charged a mileage rate per car mile with a minimum charge plus other applicable charges as established by Amtrak and as shown in the Rate Addendum. When Amtrak incurs any additional costs such as for switching a Private Car or adding a locomotive to an Amtrak Train, these charges will be paid by the Private Car Owner. Costs may include, but are not limited to, the cost of using extra crews, retaining crews on overtime or calling crews early for their assignment; locomotive costs and fuel costs.
2. Amtrak reserves the right to change the terms and rates contained herein at any time. Private Car Moves confirmed prior to any such changes will be honored at the rates contained in the confirmation.
3. The total Private Car invoice is due and payable in full within fourteen (14) days of receipt of invoice. No subsequent Private Car Move requests will be considered or approved for anyone who has an outstanding balance.

4. Changes or cancellations to a confirmed Private Car Move that are requested in writing by a Private Car Owner or Designee to Amtrak's Manager of Special Movements will be considered by Amtrak if operationally feasible. A charge will be assessed when a change or cancellation is made fewer than 30 days before the initial date of the Private Car Move. The charges for such changes or cancellations are as follows:
 - 30 days or earlier before confirmed departure: No Charge.
 - 15 to 29 days prior to confirmed departure: 10 percent of changed or cancelled segment.
 - 1 to 14 days prior to confirmed departure: 25 percent of changed or cancelled segment.
5. The Private Car Owner must pay all charges on or before the invoice due date. In case of a billing dispute, after the invoice is paid in full, the Private Car Owner or Designee must identify to Amtrak's Manager of Special Movements specific charges that are being disputed. A credit will be issued by Amtrak if disputed charges are found in the Private Car Owner's favor. The dispute and request for a credit, with all applicable supporting documentation, must be submitted in writing no later than 30 days after the completion of the Private Car Move. Amtrak will review the submitted information with all supporting documentation and will communicate the resolution within 60 days, via email.
6. All Private Car Owners who have an outstanding balance of over 30 days will be charged a 2% per month late fee. Private Car Owners who have an outstanding balance of over 60 days will be required to remove all their Private Cars from Private Car Parking and from Amtrak Property.

F. PARKING

1. A Private Car Owner or Designee may request Private Car Parking using procedures and conditions referenced in this document. However, Amtrak reserves the right to refuse any such request, including but not limited to requests which, in Amtrak's sole judgment, are not economically and operationally feasible. Private Car Parking is subject to the concurrence and the conditions imposed by the Amtrak facility or the host railroad where parking is requested. Amtrak will determine, in its sole discretion, the availability of when and where Private Cars may be parked or switched, including Overnight, Monthly, or Long-Term Private Car Parking as defined below. Private Car Parking services may vary by location. Contact Amtrak's Manager of Special Movements for further details.
2. No parking charges will be assessed at transfer points or terminals where Private Cars are being held for the earliest connecting Amtrak Train as part of a Private Car Move or when a Private Car remains in the consist of an Amtrak Train at a turn-around location.
3. Occupants may only occupy a Private Car during Private Car Parking with prior written approval of Amtrak. A request by a Private Car Owner or Designee for a Private Car to be occupied during a period of Private Car Parking must be made to the Amtrak Manager of Special Movements in writing a minimum of 14 days in advance of the beginning of the desired occupancy period. Occupants must follow all safety rules per this document.
4. Parking services may vary by location.
5. A Private Car Parking Permit (see Amtrak Private Car Website) must be signed by the Private Car Owner and approved by Amtrak before any Private Car Parking can occur.
6. Types of Private Car Parking
 - a) **Overnight Parking** is defined as parking on Amtrak Property after 12:01 am. A Private Car Parking

charge will be applied for each day a car is on Amtrak Property 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.

- b) **Monthly Parking** is defined as parking on Amtrak Property for a period of 30 days in duration.
- c) **Long Term Parking** is defined as parking on Amtrak Property for a period greater than three months and not to exceed six months in duration.

G. FUELING OF PRIVATE CARS

1. If a Private Car requires fueling for a petroleum product (diesel or fuel oil), the Private Car Owner or Designee 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 by contacting Amtrak's Lead Contract Administrator-Fuel at 215-349-4889. This requires information including the planned location for the fuel delivery, the name of the fuel vendor and if the fuel vendor is not an Amtrak-contracted vendor, a certification that the alternative fuel vendor meets all Amtrak fueling requirements listed in this document. The Private Car Owner is also responsible for the remediation of any leak or spill of fuel or other contaminant and appropriate notification to Amtrak of the spill, as detailed in Section G.5.
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 must only be fueled in an appropriate area with the use of drip pans or track pads. No fueling may take place near any storm drains or open water channels without the use of spill containment equipment.

Fuel vendors are required to provide, carry and use the following spill equipment:

- Suitable fueling containment funnel to be placed beneath the fill port of the Private Car
 - 5-gallon bucket or collection receptacle to be positioned under the funnel while refueling
 - Oil absorbent materials
 - Compatible delivery equipment, including all fittings and adaptors
3. The Person-In-Charge must be present when the Private Car is being fueled by a vendor to ensure that these policies are adhered to. As per the terms of this document, the Private Car Owner will be solely liable for any failure to adhere to these policies and for any resulting damages or liability.
 4. 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" (available on the Amtrak Private Car Website) as part of this required training. It is the responsibility of the Private Car Owner to ensure that any drips or leaks are captured during fueling, and that materials used for capture, such as used absorbent materials, are removed from Amtrak Property and any contaminated material is properly disposed of off Amtrak Property.
 5. 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 or Designee 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 waste firm. In disposing of any contaminated material, the Private Car Owner Group shall never use any Amtrak EPA Generator ID numbers. If no Amtrak personnel are available on-site to report the spill, the spill must be reported to CNOC at 1-800-346-1738 (24-hour number). All spills of any

quantity must be reported to the Amtrak Environmental and Sustainability Group at 1-215-349-3700 to be documented by the Amtrak Environmental Public Health Information System (AEPHIS).

H. ANNUAL CAR ADMINISTRATIVE FEE

1. An Annual Car Administrative Fee is due January 1st of each year. Each Private Car that operates on Amtrak must pay this fee and there will be no substitution of cars. This is a per-car fee and no multiple Private Car discounts will be allowed.
2. No Private Car Moves will be considered for any Private Car for which this fee is not paid in full.

I. COMPLIANCE

1. If a Private Car Owner Group, Person-in-Charge, and/or Occupant fails to comply with any provision of this document, Amtrak's Manager of Special Movements shall, in his or her sole discretion, determine which of the following categories applies. In all cases, the determination is independent of the consequences, meaning a failure to comply is still a failure whether or not, for example, an accident or injury occurred.
 - a) Human Error, defined as an inadvertent action such as a slip, lapse, or mistake. In this instance Amtrak's Manager of Special Movements shall issue a written acknowledgement of the incident to the Private Car Owner Group, Person-in-Charge, and/or Occupant.
 - b) At-Risk Behavior, defined as a choice based on not recognizing or understanding a provision of this document. More than one instance of Human Error by the same Private Car Owner Group, Person-in-Charge, and/or Occupant regarding the same provision(s) of this document shall be deemed to be At-Risk Behavior. In this instance, Amtrak's Manager of Special Movements shall issue a written warning to the Private Car Owner Group, Person-in-Charge, and/or Occupant, and, in the sole discretion of Amtrak's Manager of Special Movements, may also terminate any requested and/or in-progress Private Car Move(s) of the involved Private Car. The Private Car Owner shall acknowledge receipt of the warning and provide to Amtrak's Manager of Special Movements a mitigation plan to prevent recurrence.
 - c) Reckless Behavior, defined as conscious disregard of a provision of this document or taking a substantial risk. More than one instance of At-Risk Behavior by the same Private Car Owner Group, Person-in-Charge, and/or Occupant regarding the same provision(s) of this document shall be deemed to be Reckless Behavior. In this instance, the Private Car Owner Group, the Person-in-Charge, and/or the Occupant, and the involved Private Car, are prohibited from conducting or participating in any Private Car Moves for a period of one year. The one-year time period shall begin on the date when Amtrak's Manager of Special Movements notifies the Private Car Owner Group, Person-in-Charge, and/or Occupant as appropriate of the prohibition affecting them and the involved Private Car. If the Private Car Owner Group, Person-in-Charge, and/or Occupant as appropriate elects to do so, they may within 15 days from the date of notification of the decision of Amtrak's Manager of Special Movements to appeal that finding to Amtrak's Manager of Charters & Amtrak Services, providing any information in writing to rebut or mitigate such prohibition. Amtrak's Manager of Charters & Amtrak Services shall respond within 30 days of receiving such information. The decision of Amtrak's Manager of Special Movements, or, if appealed, the decision of Amtrak's Manager of Charters & Amtrak Services, shall be final. If a Private Car Owner Group, Person-in-Charge, and/or Occupant is prohibited, after the period of such prohibition he or she may seek to return to making Private Car Moves by paying the Annual Car Administrative Fee and applying starting as a new Amtrak customer, which application may or may not be accepted at Amtrak's sole discretion. During a period of prohibition all charges owed to Amtrak remain due and owing and are not suspended.

J. PRIVATE CAR RATE EXPLANATIONS

1. Current rates are shown in the Rate Addendum, as amended.

a. Mileage Fees

Amtrak will charge a fee per Private Car-mile travelled during a Private Car Move. Amtrak will charge a discounted fee per Private Car-mile for additional Private Cars moving under the same Private Car Movement request. Private Cars that are on the same Amtrak Train that have not requested to move together on a Private Car Movement request will be charged the full per car-mile rate.

b. Private Car Parking

The rates in the Rate Addendum apply only to Amtrak facilities. At locations where Amtrak does not control the parking rights, the Private Car Owner or Designee must make arrangements directly with the owners of those facilities.

See Section F, "Parking", for more information.

Daily parking rate exceptions at Amtrak locations:

- New Orleans – surcharge (City of New Orleans charges) on the total cost of parking while in NOUPT.
- Boston - fee (MBTA charges) per night.

c. Car Wash

Will be charged only if the Private Car is washed separately from the inbound or outbound Amtrak Train.

d. Waste Tank Service

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 or Designee must arrange payment directly with the contractor and such contractor must comply with all of Amtrak's environmental and safety regulations.

e. Terminal Switching Charges

When Amtrak incurs any additional costs in order to switch Private Car(s), these charges will be paid by the Private Car Owner. This includes, but is not limited to, crews on overtime or when an additional switch crew is required. Each occurrence of a switch move handling a Private Car or Private Cars at Oakland Jack London Station, CA, will incur the charge identified in the Rate Addendum.

f. Special Terminal Switching Charges

Per switch for movement to and from the following specific locations or when a separate switch crew is not required.

- Boston South Station – Boston North Station
- Sunnyside Yard – Hudson Yard
- Sunnyside Yard – New Rochelle

g. Additional Locomotive Fee

A fee will be assessed per locomotive-mile when an additional Amtrak locomotive is required. This 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.

h. Amtrak Locomotive Daily Charge

This charge shall apply when, in Amtrak's sole determination, additional Amtrak locomotive(s) will be part of a Private Car Move during days or portions of days when the Private Car Move is not being assessed a Mileage Fee or an Additional Locomotive Fee and the locomotive is not available to or required by Amtrak for other use. Examples:

1. A Private Car Move includes a layover at an outlying point scheduled from arrival at noon on Monday to departure at 6:00pm on Tuesday: An Amtrak Locomotive Daily Charge for two full days will apply for each Amtrak locomotive participating in the layover.
2. A Private Car Move arrives at a location and the additional Amtrak locomotive(s) required for the Private Car Move are released to resume Amtrak duties: No Amtrak Locomotive Daily Charge will apply.
3. A Private Car Move arrives at a location but the additional Amtrak locomotive(s) required for the Private Car Move must remain in the train's consist beyond when they're needed for the Private Car Move: The Additional Locomotive Fee will apply for the Amtrak Locomotive's continued miles in the consist, including an Additional Locomotive Fee for any round trip deadhead return miles, but no Amtrak Locomotive Daily Charge will apply.
4. An Amtrak locomotive is required to perform and maintain the validity of a calendar day inspection in advance of a segment of a Private Car Move: No Amtrak Daily Locomotive Charge will apply during this period.

The Amtrak Locomotive Daily Charge does not include Head End Power which will be billed separately per the Head End Power Daily Charge.

i. Head End Power Daily Charge

1. If Head End Power is provided to Private Car(s) by Amtrak locomotive(s) during a period of a Private Car Move when the Mileage Rate applies, no Head End Power Daily Charge will apply.
2. If Head End Power is provided to Private Car(s) by Amtrak locomotive(s) during a period of a Private Car Move when an Amtrak Locomotive Daily Charge applies, then the Head End Power Daily Charge will be billed in addition to the Amtrak Locomotive Daily Charge for the same period as the Amtrak Locomotive Daily Charge.
3. If Head End Power is provided to Private Car(s) by Amtrak locomotive(s) under any other circumstances, the full Head End Power Daily Charge will apply for each day or portion of a day when the Amtrak locomotive(s) are providing Head End Power.

j. Minimum Charge

The minimum charge per Private Car Move.

k. Annual Car Administrative Fee

Per Private Car fee charged each year as an administrative fee and due each January 1.

l. 30 Day Past Due Balance Fees

All Private Car Owners 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.

m. Host Railroad Fees

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

n. Additional Assistant Conductor Fees

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

o. 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 Manager of Special Movements must be notified of all special events that are to be held while on Amtrak or host railroad property.