



# Florida East Coast Railway INTERMODAL SERVICE DIRECTORY

Effective September 1st, 2022

***Connecting Florida to the world***

# CUSTOMER SERVICE MISSION

*To deliver a customer experience characterized by reliable service,  
proactive communication, and streamlined processes that  
exceed customer expectations.*



**CUSTOMERS**

are the **MOST IMPORTANT**

**PEOPLE IN OUR BUSINESS**



For additional information, contact  
FEC Customer Service Representative  
at 1-800-824-2330 or your Sales Representative

# FEC INTERMODAL SERVICE DIRECTORY

## DOCUMENT NAVIGATION INSTRUCTIONS

### DOCUMENT ACTIONS

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All **web addresses** (displayed in blue) will automatically link to the relevant URL when clicked

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**Section references** (displayed in *italics*) will travel to relevant pages within this Directory when clicked

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- Under Add-on Types, select "Toolbars and Extensions"
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- Open "Safari" > "Preferences"
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- Refresh the web page

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- Click on the Adobe Reader brick (it may say 8.0. 9.0 or X). If it says "Enable," click it
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# FEC INTERMODAL SERVICE DIRECTORY

## SECTION 1: RULES & POLICIES

### 1.1 – Overview

This Directory sets forth the contractual terms and conditions under which Florida East Coast Railway (FEC) will arrange or provide certain intermodal and other transportation services, as the Shipper's agent. These services include motor carriage and/or container/trailer on flatcar rail services. FEC's responsibilities or obligations will be those set forth in the FEC's applicable Directories or associated FEC Contract.



### 1.2 – Choice of Law / Interpretation

This Directory, and the contractual terms and conditions it establishes, will be interpreted according to the laws of the State of Florida. It is the intention of the parties to a shipment that the provisions of this Directory be fairly interpreted, and not construed against FEC. A failure of FEC to enforce a provision of this Directory shall not constitute waiver of the provisions.

### 1.3 – Directory Coverage

The terms and conditions in this Directory shall apply to all shipments which FEC facilitates or provides transportation services. Upon tendering of a shipment to FEC for transportation services, the Shipper shall be presumed to have agreed to this Directory's terms and conditions, even in the absence of an executed agreement between the Shipper and FEC.

The Shipper represents and warrants that it is the agent of the Consignee and Beneficial Owner of the shipment, to include any additional entities having an interest in the shipment of the cargo, to the extent necessary to bind them to the terms of this Directory and of any associated FEC contract covering the shipment, including but not limited to the limitations on liability for loss or damage to cargo and container/trailer. Each and every clause of this Directory shall be severable from each other.

In the event that any particular clause herein shall be held invalid and/or null and void in any judicial proceeding, such finding shall have no effect on the remaining clauses.

### 1.4 – Jurisdiction and Venue

By tendering a shipment, the Shipper agrees that any suit, action or legal proceeding arising out of or relating to this Directory, to include Arbitration, may be presented into any court jurisdiction in Duval County Courts.

### 1.5 – Arbitration

Except for claims for injury, death to persons, or temporary injunctive relief, if any dispute between the parties should arise in connection with this Directory which cannot be resolved by the parties within 15 days after one of the parties notifies the other of its desire to arbitrate the dispute (the "Arbitration Notice"), at such time the dispute shall be settled by arbitration in accordance with Commercial Arbitration Rules of the American Arbitration Association then in effect.

### 1.6 – Governing Industry Publication

The rules and regulations of the following named publications are adopted for application on shipments in trailer on flatcar/container on flatcar (TOFC/COFC) transportation services, except as to the application of charges for linehaul services. Applicable versions of these

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## SECTION 1: RULES & POLICIES

publications in effect at the time of billing are the controlling version. Should there be inconsistencies between any of these publications and terms expressly stated in this Directory, this Directory shall govern:

- Association of American Railroads (AAR) Intermodal Interchange Rules
- AAR Manual of Standards and Recommended Practices
- AAR Mechanical Division Specifications
- AAR Open Top Loading Rules for TOFC
- AAR Circular 43 – Rules for Blocking and Bracing
- AAR Directory of Hazardous Materials Shipping Descriptions
- AAR Standard Transportation Commodity Code STCC 6001
- AAR Intermodal Loading Guide (RAILINC) ([www.railinc.com](http://www.railinc.com))
- AAR Loading Capability Guide
- C.F.R. 49
- Intermodal Safe Container Act 49 USC Chapter 59
- Department of Transportation Bureau of Explosives Tariff No. BOE 6000
- Federal Maritime Commission Official Intermodal Equipment Register
- FEC Highway Services Drayage Circular
- FEC Motor Carrier Interchange Agreement
- Official Intermodal Equipment Register
- Uniform Freight Classification UFC Tariff 6000 Series

### 1.7 – Modifications to the Directory

This Directory may be changed by FEC without notice and may be modified through an Intermodal Equipment Price Quote (IEPQ) or other associated FEC Contract. In the event of conflict between the terms in this Directory and such other contract, the conflicting terms of the FEC contract will control. Notification of receipt of shipping documents does not constitute acceptance of any amendments made on the shipping documents that alter or amend the terms of this Directory.

### 1.8 – Underlying Service Providers

In the event an Underlying Service Provider's shipping requirements conflict with those set forth in this Directory, the Shipper must comply with the more stringent shipping requirements.

### 1.9 – Force Majeure / Refusal of Services

FEC shall be excused from fulfilling its obligations under this Directory or an associated FEC contract if it or its Underlying Carrier or contractor is prevented or delayed, in whole or in part, by conditions beyond its reasonable control, including but not limited to the following: fire or explosions, lockouts, strikes, acts of God, including but not limited to, floods, hurricanes, tornadoes, earthquakes, unusually severe weather and natural disasters, war, insurrection, derailment, acts of the public enemy, acts of governmental authority, embargo, or quarantine.

### 1.10 – Service Schedules

FEC service schedules are available and can be found via our FEC website at [www.fecrwy.com](http://www.fecrwy.com). Schedules are provided for reference only.





# FEC INTERMODAL SERVICE DIRECTORY

## SECTION 2: LEGAL RIGHTS AND OBLIGATIONS



### 2 - Legal Rights and Obligations

In addition to the requirements set forth in this Directory, the Shipper agrees to defend, indemnify, and hold harmless FEC, its affiliates, and employees (the "Released Parties") or any party to an agreement that is subject to this Directory from all claims and/or lawsuits for loss or damage, brought by any person(s) or entity (ies) alleging property loss and/or personal injury and/

or death arising as a result of any act and/or omission of the Shipper, and specifically from all claims and lawsuits resulting from the Shipper's failure to comply with the terms and provisions contained in this Directory, relating to the transportation, storage and/or custody of the subject shipment, including any judgments, settlements, costs, attorney fees and other expenses.

### ABOUT Florida East Coast Railway



The Florida East Coast Railway (FEC) is a 351-mile freight rail system located along the east coast of Florida. It is the exclusive rail provider for Port *Miami*, Port Everglades, and Port of Palm Beach. FEC connects to the national railway system in Jacksonville, Florida, to move cargo originating or terminating there. Based in Jacksonville, Florida, FEC provides end-to-end intermodal and carload solutions to customers who demand cost-effective and premium quality.

For more information, visit [www.fecrwy.com](http://www.fecrwy.com)

# FEC INTERMODAL SERVICE DIRECTORY

## SECTION 3: CARGO CLAIMS & LIABILITY

### 3.1 – Overview

To provide guidelines to the proper process for filing a cargo claim with FEC. FEC will process cargo claims properly filed in accordance with the contractual liability established in this Directory. To be eligible for filing of a cargo claim under the terms of this Directory, a Party must first have tendered a commodity for transportation under an agreement or price document that refers to this Directory's terms and conditions.



### 3.2 – Defining the Effective Date

The date appearing, as the bill of lading date will be considered the transportation date for application of rates charges and provisions.

### 3.3 – Time Limit for Filing Claims

Claims for loss or damage to cargo, commodities and/or freight must be filed in writing and received by FEC within 9 months after the date of delivery of the shipment to destination.

In the event that a claim is denied, suits for recovery must be filed within 2 years and 1 day after notice of claim denial was given in writing.

All claims filing should be submitted to the FEC Freight Claims Department to one of the following:

- Fax: 904-256-0446
- Mail to: 7411 Fullerton Street, Suite 300, Jacksonville, Florida 32207
- Email: [freightclaims@fecrwy.com](mailto:freightclaims@fecrwy.com)

Claims filed by the Shipper for **\$250** or less for damage or cargo loss will not be accepted or paid by FEC. In addition,

the Shipper hereby waives any and all recovery, remedies and/or rights with respect to such claims.

### 3.4 – Loss and Damage Claims and Liability

**A.** Upon delivery, if there is commodity damage found when the container/trailer is opened; the Consignee shall immediately notify FEC of the damage. FEC will facilitate an inspection of the damage while the container/trailer is still under load. The FEC Freight Claims Department can be reached 24 hours (excluding the Weekends and Holidays) by phone at 904-538-6337, or by email to [freightclaims@fecrwy.com](mailto:freightclaims@fecrwy.com).

1. When shortages are noted and attributed to the rail carrier, the shortages must be reported to FEC Freight Claims Department by phone at 904-538-6337, or by email at [freightclaims@fecrwy.com](mailto:freightclaims@fecrwy.com) immediately.
2. Failure to promptly notify FEC as prescribed herein shall constitute an unconditional release by the Shipper of any responsibility on the part of FEC to process or pay a claim relating to the shipment.

At FEC's request, the Shipper shall preserve and make available for inspection all damaged commodities and all commodities received in good condition, all packaging, material, dunnage, blocking and bracing and security devices to assist the inspector in determining the cause

## FEC INTERMODAL SERVICE DIRECTORY

# SECTION 3: CARGO CLAIMS & LIABILITY

of the damage or shortage.

At the time containers/trailers are interchanged on or off FEC Intermodal Terminals, the seal records should be verified. All seal discrepancies should be immediately brought to the attention of FEC or its authorized personnel prior to the Drayman departing the FEC Intermodal Terminal, for documentation purposes.

3. At the time containers/trailers are interchanged on or off FEC intermodal terminals, the seal records should be verified and if there are any discrepancies with the seal record, it should be immediately brought to the attention of FEC or its authorized personnel for verification and documentation. Documentation must be made before the Drayman leaves the FEC intermodal terminals.

**B.** On interline forwarded shipments; the Consignee may call upon the destination Carrier for inspection and verification of damage. Any claim for damages may be filed with either the destination or origin Carrier for any alleged loss or damage to the commodity.

FEC is not liable for any shortage unless there is a proven defective seal record. All shortage claims must include a loading and unloading tally. Claim procedures, not otherwise provided for, shall be governed by 49 C.F.R. 1005.

**C.** If there is any incident while the container/trailer is in the possession of FEC and loss or damage occurs FEC shall be responsible to the extent the loss or damage is caused by the negligence of FEC and is subject to the limits set forth in *Section 3.5.A* and *Section 3.5.B*. If any improperly sealed container/trailer is received, FEC will properly seal that container/trailer, however, FEC will not be liable for any shortage.

**D.** FEC will not be liable for loss, damage, delay or any other event beyond FEC's control caused by an act of God (including but not limited to, high winds, floods, hurricanes, earthquakes, tornadoes, and unusually severe weather) as well as fire, explosions, strikes or other labor disturbances, riots, war, insurrection, acts of terrorism, acts of civil disobedience, acts of a public enemy, public offense, the authority of law, acts of governmental authority, the inherent quality or characteristic of the commodity, national shrinkage,

an act or default of the Shipper or for shipments stopped and held enroute or redirected at the request of the Shipper.

**E.** FEC's responsibility as a Common Carrier for property not removed by the Party entitled to receive it at destination shall end at the expiration of free time as defined in this Directory. Either storage arrangement shall extinguish any and all further liability and responsibility on the part of FEC. A container/trailer or cargo that is stored or warehoused shall be subject to a lien for all unpaid transportation and other applicable charges, including storage charges.

FEC will endeavor to, but not be obliged to, notify the Shipper within 48 hours of knowledge of the storage of the shipment. The Shipper will have 30 days from actual or attempted notification to authorize, in writing, redelivery of the container/trailer and/or cargo to another location, as the Shipper's sole cost and expense. If such written authorization is not timely received, the failure shall constitute an unqualified authorization to FEC or Carrier to make arrangements for the sale of the container/trailer and/or cargo.

The proceeds of any such sale shall be first applied to the payment of all costs of sale, then to charges due, including but not limited to transportation charges and storage charges. Any amounts remaining shall be remitted to the Shipper.

### 3.5 – Cargo Value and Carmack Liability

**A.** Unless otherwise expressly stated, all rates and divisions quoted subject to this Directory shall apply only to shipments, the value of which is **\$250,000** or less per container/trailer load and FEC liability for any such shipment moving under these rates/divisions shall not exceed a maximum of **\$250,000**, regardless of whether the actual value of the shipment is greater than **\$250,000** per trailer/container load.

Any shipment whose value is not stated, or whose value is incorrectly stated by the Shipper at **\$250,000** or less per container/trailer load, shall be deemed to be valued at no more than **\$250,000** per container/trailer load regardless of whether the actual value or correct value of the shipment is greater than **\$250,000**.

**B.** FEC's liability is also limited to the released valuation

# FEC INTERMODAL SERVICE DIRECTORY

## SECTION 3: CARGO CLAIMS & LIABILITY

for applicable items as listed in the Uniform Freight Classification 6000 series. In no event shall FEC be responsible for any special consequential, indirect or punitive damages, interest or attorney's fees.

**C.** Alternative liability provisions – “Carmack” coverage is common law carrier liability as codified in 49 U.S.C. 11707 (the “Statute”). Under Carmack coverage, liability is not limited or restricted by any obligation or restriction imposed under this item unless that limitation or restriction is also permitted under the Statute. The **\$250,000** limitation of liability under *Section 3.5. Item A* above does not apply to any shipment under Carmack coverage.

Rates for shipments subject to this Directory do not include Carmack coverage, unless the rate quote expressly states otherwise in writing. Carmack coverage may be obtained through a negotiated special rate authority, but in no case will be less than the applicable FAK rate plus 50% of that rate.

Payment for Carmack coverage for a shipment shall be subject to all of the same terms and conditions, including due date, that govern payment of the basic freight charges on that shipment.

Carmack coverage, as provided in this item, applies only while the shipment is in the possession of FEC and, unless language expressly selecting “Carmack” is included in the original shipping instructions, any tender of freight for transportation under this Directory will be accepted under the liability coverage provided under *Section 3.5.A*, and not under Carmack coverage.

### 3.6 – Cargo Loss and Damage

**A.** FEC responsibility for loss and damage hereunder shall not commence until the loaded trailer or container is accepted by FEC at origin for movement.

**B.** FEC responsibility for loss or damage hereunder shall

cease when loaded trailer or container is delivered by FEC at destination.

**C.** In the absence of any other evidence, a Seal Breach alone does not create the presumption of loss or contamination to the cargo.

**D.** All necessary packing and storing of goods in the trailer or container shall be performed by the Shipper or his agent, and FEC assumes no responsibility for damages due to improper or insufficient packing, bracing or storage of goods.

**E.** FEC will not be responsible for damage caused to shipments, trailers, containers, devices or equipment by the failure to function or improper functioning of automatically controlled devices for refrigeration or heating.

**F.** The Shipper will pay FEC (or reimburse, if FEC has paid another) for all costs, loss or damage arising from or in connection with, directly or indirectly, by any lading not properly blocked and/or braced in keeping with AAR standards.

**G.** FEC shall not be responsible for the payment of any shipper incurred government assessed fees, taxes, fines and/or penalties of any type whatsoever, unless directly caused by the sole negligence of FEC.

**H.** FEC will not be responsible for damage to lading due to defective equipment when the equipment has been obtained by user from a non-railroad trailer or container pool, thereby denying rail carrier the opportunity to inspect the equipment prior to loading.

**J.** Shipper shall be required to accept delivery of a shipment upon arrival. In the event overages, shortages, or damage have been found, FEC will require execution of our FEC OS&D process as noted in *Section 11.12* of this Directory.



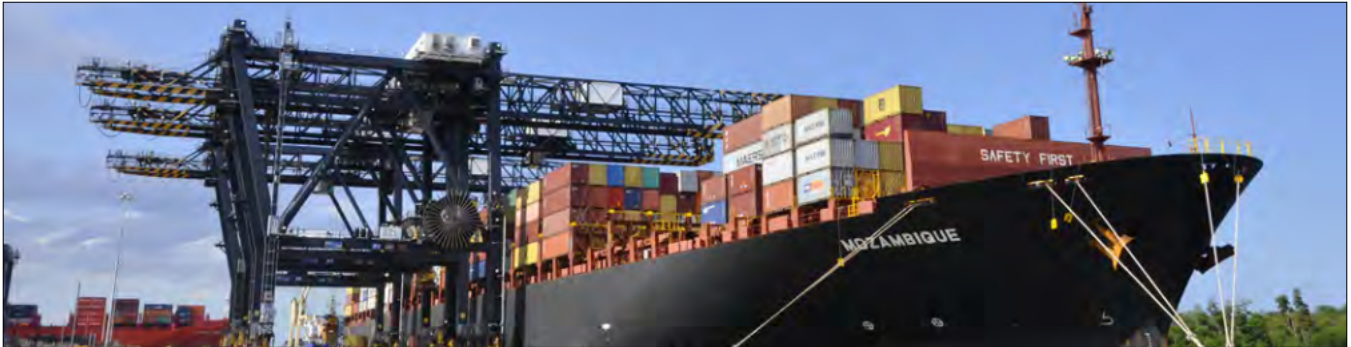


# FEC INTERMODAL SERVICE DIRECTORY

## SECTION 4: CUSTOMS

### 4.1 – Overview

To provide an overview of the rules and regulations involving bonded shipments while on the FEC network.



### 4.2 – In-Bond Shipments

All in-bond shipments shall move under the Shipper's U.S. Customs custodial bond, unless otherwise agreed to by FEC.

The importer of record must be the rail shipper on the shipping instructions. The Shipper must provide the following data elements in addition to the data elements outlined in *Section 6*. If any of these are missing, the Shipper will be assessed a charge of **\$200** per container/trailer.

- U.S. Customs manifest number on the shipping instructions.
- The container/trailer initial and number must be on the manifest.

FEC's bond can only be used for transloaded shipments when the transloading is performed at a bonded warehouse, shipments delivered from the port facility to an FEC facility or from an FEC terminal to actual destination (prior to customs clearance) with a bonded Drayman.

Before a container/trailer is removed from FEC's premises for customs clearance, a permit to transfer the bond's responsibility must be secured by the Shipper to cover all in-bond shipments moving under FEC's U.S. Customs Bond.

Inappropriate use of the FEC bond will incur a **\$10,000** charge in addition to all other damages or costs incurred. The Shipper agrees to indemnify FEC from and against all loss and liability for customs duties, taxes, and any other revenue loss assessed under the laws or regulations of the U.S. Customs Service, Internal Revenue Service, and any other applicable governmental agency, resulting in whole or in part from any failure by the Shipper or its agents to comply with applicable laws or regulations, including but not limited to shortages, irregular delivery, non-delivery, or in-bond shipments moving under this Directory.

### 4.3 General Order

When it becomes necessary for a shipment to go to General Order, it is the Shipper's responsibility to ensure all requirements are fulfilled with U.S. Customs prior to the container/trailer outgate at FEC terminals. The Shipper shall be held responsible for all accrued storage charges. Storage charges must be paid by certified check or money order prior to release of shipment for transport. The Shipper must provide documentation of clearance prior to the shipments release from the FEC terminal.



# FEC INTERMODAL SERVICE DIRECTORY

## SECTION 5: CREDIT, PAYMENT, AND COLLECTIONS

### 5.1 – Overview

To define acceptable payment methods and general payment requirements for shipments moving via FEC or its Underlying Carriers.



### 5.2 – Credit

A Shipper is responsible and must submit the required application, in addition to any other requested information, and have an executed payment agreement acceptable to FEC to be approved for credit. The FEC Credit application can be located on the FEC website at [www.fecrwy.com](http://www.fecrwy.com).

FEC may at any time terminate these credit provisions without notice, and require payments in advance for future shipments.

### 5.3 – Payment

A Shipper, who has established credit with FEC, must submit payment within the terms outlined in the customer contractual agreements. FEC will bill the appropriate party as designated within the shipping documentation, in the event there is a conflict with the billing, FEC will redirect the billing to the Shipper.

A Shipper who does not have established credit with FEC, payment in full is required from the Shipper prior to the shipment moving. All transportation, terminal, accessorial charges, surcharges, and other charges with respect to a shipment will be assessed and must be paid in U.S. Dollars.

FEC reserves the right to hold any shipment until all accrued charges have been paid on that shipment. Appropriate storage charges accrue after free time expires and will require payment prior to the shipment moving.

A Shipper may not withhold payment of transportation or other charges as a set-off due to any dispute or cargo claim with FEC or its Underlying Carriers or contractors. No cargo claim will be processed or paid by FEC with respect to a shipment until the Shipper has paid the transportation and other charges associated with that shipment.

In the event the customer fails to pay any undisputed charges within the contracted terms, FEC may apply a finance charge, which shall be the highest rate allowed by law.

### 5.4 – Returned Check

When a check for payment of charges is returned by a bank, a charge of **\$100** per check shall be assessed against the Shipper for additional processing.

### 5.5 – Collections

All freight and other charges shall be paid to FEC, in such place and manner as Carrier may direct, in United States currency without discount or set-off of any kind, including any claim for loss or damage to the goods. Such charges shall be paid in full regardless of any claim by the Shipper that a tariff applies other than that under which Carrier has assessed charges, or the charges are considered unreasonable under applicable law.

Carrier shall be entitled to recover all fees and costs associated with the collection of delinquent balances, including but not limited to reasonable attorneys fees and

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## SECTION 5: CREDIT, PAYMENT, AND COLLECTIONS

expenses. Carrier shall have a lien on the goods for any charges payable to Carrier under this contract. Where permitted by law, Carrier's lien hereunder also covers any charges payable to Carrier by the Shipper under any other invoice or bill of lading issued by the Carrier.

Carrier shall have the right to sell the goods by public auction or private treaty without notice to the Shipper and the Shipper shall remain responsible for payment of such sums due hereunder.

Payment of charges to a freight forwarder, broker or anyone other than Carrier or its authorized agent, shall not be deemed payment to Carrier and shall be made at payer's sole risk.

### 5.6 – Invoice Disputes

Invoice disputes must be received by FEC Accounts Receivable within 30 days of the invoice date. Disputes can be submitted via phone at 800-342-1131 option 5, then option 2 or by email at [disputes.fecr@fecrwy.com](mailto:disputes.fecr@fecrwy.com).

Disputes not received within 30 days of the invoice date will be considered invalid. Disputed invoices will not incur a finance charge while in dispute. If FEC determines the bill is correct and returns it to the customer for payment, it will begin to accrue a daily finance charge from the time of dispute resolution.

### 5.7 – Finance Charge

Finance charges will be assessed on the unpaid balance of any freight and associated charges, from the first day following the end of the FEC credit term through the date of receipt of payment in full. FEC will assess the highest finance charge by law per day/year against freight and associated charges billed where payment has not been received within the agreed upon payment terms. Finance charges will be billed monthly for all freight transportation and associated charges that were paid late in the prior calendar month.

### 5.8 – Overcharge Claims

Claims by the Shipper for overcharges must be made in writing within 6 months from the date of the original freight bill. If the claim has not been submitted within the allotted time, the claim shall be waived. All lawsuits for overcharges

must be filed within one year from the date of the original freight bill.

### 5.9 – Fuel Surcharge

FEC Intermodal Department has developed a scale to institute and adjust a fuel surcharge for intermodal services, up or down, according to, and based upon, the U.S. Department of Energy's (D.O.E.) weekly average Fuel Price Index that can be found on the FEC website at [www.fecrwy.com](http://www.fecrwy.com).

The fuel surcharge columns in the scale on the website reflect percent (%) of the container/trailer line haul. The scale will remain in effect until the index falls below \$0.560 per gallon.

#### A. International Customers:

The fuel surcharge will be adjusted on the first Monday of each month and will be adjusted based upon the level of the index as announced 7 days prior to that first Monday, (or Tuesday in cases where Monday is a Holiday).

#### B. All Intermodal Customers (Excluding International):

The fuel surcharge will be adjusted based upon the level of the index as announced 7 days prior to that Monday, in the event Monday is a Holiday, the following Tuesday would apply.

### 5.10 – Requests for Additional Invoice Copies

In the event additional invoices and/or backup copies are requested after the original invoices and/or backup documents have been submitted, a processing fee of \$10 per invoice will be assessed to the Bill-To-Party or the Shipper of record.



# FEC INTERMODAL SERVICE DIRECTORY

## SECTION 6: SHIPPING INSTRUCTIONS

### 6.1 – Overview

To provide a general overview of the shipping instructions required for shipments moving within the FEC network.



### 6.2 – Shipping Instructions Policy

#### A. Shipping Instructions:

FEC requires that complete shipping instructions, including the criteria noted in *Section 6.3* be submitted to FEC electronically (via EDI, Steel Roads or our [FECR Connect](#) web portal) prior to the ingating of a shipment. For assistance in becoming enabled to submit EDI billing or to utilize the [FECR Connect](#) tool, please contact the FEC Customer Service Group at 800-824-2330, option 2 or via e-mail at [feccustomerservice@fecrwy.com](mailto:feccustomerservice@fecrwy.com).

#### B. Incorrect Description Charges:

In the event a shipment is erroneously billed under the following circumstances, additional charges will be assessed:

1. Incorrectly describing or otherwise identifying a hazardous or non-restricted commodity to be shipped as FAK. A charge of **\$1000** will be assessed against the Shipper in addition to the correct rate for the commodity being shipped.
2. Billing the shipment under the wrong IEPO or FEC Contract number. A charge of **\$500** per shipment will be assessed against the shipper in addition to the correct rate for the commodity being shipped.

#### C. Shipment Acceptance at Origin:

FEC will not accept intermodal units into the origin FEC terminal with incomplete and/or incorrect billing instructions; FEC's "no bill / no gate" policy. Shipments arriving with missing or incomplete billing instructions will be rejected

at the gate or can be held at origin until complete shipping instructions are provided. FEC will assess all applicable charges to include storage, and/or detention of which will be the responsibility of the Shipper in the event a shipment is held at the FEC terminal.

If a Drayman is rejected at the ingate due to incomplete or incorrect billing instructions, the Drayman will not be allowed to "drop," leave or abandon a shipment with inaccurate shipping instructions at the FEC terminal. In the event this occurs, the Shipper of record will be responsible for applicable charges to include a penalty of **\$125**. FEC will not be responsible for loss, damage, additional freight charges, or any other charges incurred. If necessary, FEC may allow the shipment to enter the FEC terminal for the purpose of turning the equipment around to immediately exit the FEC terminal.

#### D. Request to Rebill Charges:

FEC will submit invoices to the bill to party indicated within the shipping instructions. In the event the Shipper requests that charges being billed be redirected to a Third Party, a charge of **\$25** per occurrence will be assessed.

#### E. Shipper Responsibility:

The Shipper agrees to notify any and all other parties involved in the shipping transaction of all the provisions, restrictions and limitations contained in this Directory, including but not limited to the Origin Loader, Waybill Shippers, Brokers, Freight Forwarders, Beneficial Owners, Receivers, Insurers and Drayman.

# FEC INTERMODAL SERVICE DIRECTORY

## SECTION 6: SHIPPING INSTRUCTIONS

In the event the Shipper fails to perform this obligation, the Shipper agrees to defend and indemnify FEC for any and all costs associated with any claims or lawsuits alleging a lack of knowledge of the terms and conditions of this Directory.

### F. Train Slot Reservations:

FEC offers a train slot reservation process for use when a customer has a shipment that must make a specific transit schedule and would like assurance that it will depart on a certain FEC scheduled train.

Customers who purchase a reservation on an FEC train are assured their shipment that arrives at FEC's terminal prior to the established gate cut will depart on the desired train. If for some reason FEC is unable to load a customer's shipment on the train that has the reserved slot, FEC will truck the shipment OTR to the destination terminal.

Reservation requests are to be forwarded to FEC Customer Service at [feccustomerservice@fecrwy.com](mailto:feccustomerservice@fecrwy.com) and can be submitted up to 7 days in advance but no later than 5:00 PM the day prior to train departure. It must be in place prior to the shipment ingating at an FEC terminal.

The reservation request needs to specify the number and type (trailer vs. container) of slots being reserved as well as the desired departure date and time. When a reservation request is received, FEC's Customer Service group will determine if any train slots are available for the requested departure date and time. If available, a reservation number for each slot will be issued to the requesting party.

If there are no slots available on the requested departure date and time the requesting party will be notified.

When ingating the shipment at FEC, the driver must provide a reservation number to the FEC gate agent in order for the reservation to be honored.

1. Shipments must arrive within the established gate cutoff time in order for the reservation to be honored. If shipment arrives after the gate cutoff, the reservation is forfeited.
2. If a reservation is purchased, FEC guarantees it will be loaded on the intended train. If the shipment is not loaded on the designated train, FEC will move the

shipment over the road to the destination FEC terminal at FEC's cost.

3. Reservations can be canceled up to 5:00 PM the day prior to train departure without penalty.
4. The cost of reservations will vary depending on available capacity and will be billed to the Shipper.
5. Slot reservations for privately owned 20-foot units, must be purchased in pairs; as noted in *Section 7.8*, 20-foot units must be tendered in pairs.

### 6.3 – Shipping Data Elements

**A. Shipping instructions are considered complete when all of the following conditions have been satisfied:**

1. Instructions include all required data elements as mandated by the [ASC X12 guidelines](#) for submission of an EDI 404 transmission. You may contact the FEC Customer Service Group at 800-824-2330, option 2, or e-mail them at [feccustomerservice@fecrwy.com](mailto:feccustomerservice@fecrwy.com) for assistance.
2. Instructions comply with all requirements as set forth in the Intermodal Safe Container Act, specifically as it relates to weights and commodity descriptions.
3. If applicable, instructions must comply with all requirements of the Bureau of Explosives Tariff BOE – 6000.

**B. Instructions include the following elements:**

1. Equipment Information:
  - Equipment initial and number
  - Equipment length
  - "COFC, or CN" Container moving without chassis
  - "TOFC, CC, or TL" Container moving with chassis
  - Seal number
2. Movement Information:
  - Origin Intermodal Terminal
  - Destination Intermodal Terminal
  - Actual Shipper
  - Rail Shipper
  - Rail Consignee
  - Ultimate Consignee



# FEC INTERMODAL SERVICE DIRECTORY

## SECTION 6: SHIPPING INSTRUCTIONS

- Beneficial Owner
- Notify Party name and fax number (*NOTE: It is the Shipper's responsibility to ensure the Notify Party phone and fax numbers are correct*).
- Complete rail routing

### 3. Interline / Rule 11 Shipments:

- Cross-Town and final Notify Party and number
- Complete routing information
- Rule 11 (yes or no when no through price is available)

### 4. Pricing Information:

- Price authority
- Shipper's Bill of Lading number
- Freight payer
- Prepaid or collect

### 5. Commodity Information

- Actual Standard Transportation Commodity Code (STCC)
- Actual commodity description
- Actual gross cargo weight per Intermodal Unit (*NOTE: The Intermodal Safe Container Act required documentation of weight greater than 29,000 pounds*).
- Certifying party – specify if other than the Shipper
- Certification or date transfer – specify if different than the Waybill date

### 6. Hazardous Material Information:

- Proper shipping name
- Technical name, if required
- Hazard class
- United Nations / North American (UN/NA) identification number.
- Packing group or trailer movement classification
- Total quantity and weight of hazardous material
- 24-hour emergency response telephone number
- Other additional shipping instructions when required by Tariff BOE 6000.

### 7. International Shipment Information:

- Ocean carrier
- Origin or destination port
- Vessel name
- Vessel arrival or sailing date
- Brokers name
- Actual piece count
- In-bond status (yes or no)

- Bond holder (carrier or Shipper)
- U.S. Customs Immediate Transportation (IT) Number of Transportation and Exportation Number (TE) and Manifest Information

### 6.4 – Cancellations to Shipping Instructions

Cancellations to previously submitted shipping instructions will only be accepted via EDI, [FECD Connect](#), or email at [feccustomerservice@fecrwy.com](mailto:feccustomerservice@fecrwy.com). Cancellations to billing submitted by the Shipper may be canceled any time prior to the customer tendering the shipment, at no additional cost. Shipment tender occurs when the intermodal unit has been dispatched to the FEC drayage team, or has ingated at an FEC terminal. Shipper may contact FEC Intermodal Customer Service at 800-542-2754, option 2 for assistance. A charge of **\$50** per unit will be assessed for this service to the Shipper or bill to party.

### 6.5 – Changes to Shipping Instructions

#### A. Permitted Shipping Instruction Changes Prior to Gate Arrival:

All shipping instruction data EXCEPT the following may be changed prior to the shipment being ingated at an FEC facility:

1. Origin
2. Equipment initial and number
3. Bill of Lading Number

#### B. Permitted Shipping Instruction Changes After Ingate:

Once ingated, the following data elements may be changed prior to destination arrival without penalty:

1. Weight
2. In-Bond Number
3. Notify Party Name
4. Notify Party Number (Fax or Telephone)
5. Vessel Name
6. Booking Number (must be changed prior to train departure at origin).
7. Contract ID (must be changed prior to train departure at origin).

#### C. Requests for Correction of or Changes to Shipping Instructions:

1. If a customer decides to remove a unit at origin prior to outbound movement, a **\$100** per unit administrative charge will be assessed, in addition to a daily storage charge that will be calculated from the day of ingate through day of outgate.



# FEC INTERMODAL SERVICE DIRECTORY

## SECTION 6: SHIPPING INSTRUCTIONS

2. If a Shipper desires to alter the movement of a tendered shipment while the unit is enroute to its original destination or interchange to a connecting carrier, provided that FEC agrees to accommodate the request, the Shipper is responsible for providing FEC a corrected Bill of Lading, and a charge of **\$500** per shipment will be assessed for this service. The Shipper will be responsible for applicable freight rates, surcharges, and accessorial charges.
3. If a Shipper requests changes to shipping instructions prior to movement, an administrative charge of **\$100** per unit will be assessed.
4. Requests for FEC to move the shipment(s) to an alternate ramp will be accommodated to the extent possible and a charge of **\$100** will be assessed for this service. If FEC is providing the destination dray service, the Shipper/Bill-to-Party will also be assessed any additional dray costs associated with using an alternate FEC terminal.

### D. Failure to Void Erroneous Shipping Instructions:

If erroneous rail billing is submitted and customer fails to void billing, resulting in a misroute, the responsible customer will be charged the applicable rail line haul rate for erroneous billing. The Customer is responsible to provide proof of cancellations. If the customer does not react to the electronic reject message from FEC advising the cancellation was not processed, the Customer will be responsible for payment of all applicable charges.

### 6.6 - Shipment Tenders

#### A. Manual Order Entry:

Shipment tenders are accepted without charge through our

*FECR Connect* portal, Steel Roads, or EDI. Manual order entry by our Customer Service Group for shipment tenders will be assessed an administrative charge of **\$50** for each non-hazmat shipment and **\$150** for each hazmat shipment.

Request for manual order entry can be submitted to FEC Customer Service at [feccustomerservice@fecrwy.com](mailto:feccustomerservice@fecrwy.com).

#### B. Order Entry Submissions:

Order entries should be submitted by 2:00 PM EST the day prior to the request for pickup. Same day order entries or order entries submitted after the 2:00 PM EST cut-off will be handled at FEC's discretion and capacity availability.

### 6.7 - Diversions

FEC will accept diversion requests for shipments that have not been loaded for rail departure as requested by the Shipper of record. FEC will only accept the diversion request from the Shipper of record in writing with the understanding that the Shipper has approved rates with FEC for the new destination. FEC will assess a **\$250** administration charge for all approved diversion request, in addition to any applicable rate.

### 6.8 - Return of Pallets, Platforms, Skids, Shipping Devices

Free return of one rail carrier container/trailer will be granted for pallets, platforms, skids, or shipping devices after a minimum of nine revenue loads are shipped in the reverse direction. The free movement does not include origin or destination drayage. Devices must be returned in the reverse of the inbound route in one container/trailer received by the consignee for an immediately prior loaded movement. The Shipper/Consignee is responsible for loading and unloading. The shipping document must contain the inbound container/trailer numbers and STCC 42 112 25.



# FEC INTERMODAL SERVICE DIRECTORY

## SECTION 7: EQUIPMENT

### 7.1 – Overview

To provide guidelines for proper handling of shipper and FEC equipment that has been tendered to FEC for transportation movement.



### 7.2 – Special Handling

At the expense of the Shipper prior arrangements must be made by tendering a shipment for transportation where shipment's weight, dimension requirements, or dangerous characteristics require procurement of special permits, bonds, or escorts.

The Shipper warrants that it has obtained or provided for all required permits, bonds or escorts and agrees to hold FEC harmless for any liability resulting from non-compliance with such requirements.

### 7.3 – Interchange and Safety Inspection

A J1 record or similar document must be completed at the time a container/trailer enters or leaves a terminal through an FEC gate.

The condition of a container/trailer, as reported on the J1 (or similar documentation method,) shall be conclusive. The dates, times, and information shown on the documentation will be used for determining free time, assessing of charges, and assessing the condition of the container/trailer with respect to any cargo claim that may be pursued.

It is the responsibility of the Drayman to place trailers in the parking bay specified upon ingate and to be sure any damage to the container/trailer is noted on the J1 upon outgate.

If the driver finds that the designated bay location is

occupied, the Drayman shall park in the nearest unoccupied bay and proceed to the FEC Gate Office to advise parking bay change and have FEC's records updated accordingly.

The Draymen will have their J1 ticket stamped as evidence of the parking bay change notification. Failure to park the container/trailer in the proper designated bay location and have the J1 ticket stamped if the original bay location was occupied, will result in a **\$100** misplacement charge to the Drayage company for each unit misplaced.

FEC will provide a copy of a J1 for ingate or outgate of container/trailer from FEC Intermodal Terminals upon request from the customer. A charge of **\$25** will be assessed for each J1 document. Requests for these documents should be made through the FEC Customer Service Center.

### 7.4 – Weighing and Re-Weighing

The Shipper is solely responsible for providing the correct weight in the shipping documents for all shipments tendered to FEC, and/or, its Underlying Carriers.

FEC and its Underlying Carriers and contractors reserve the right to have any shipment weighed to determine if it conforms to safe handling rules and Federal, State or Municipal laws. If the weight of the shipment exceeds that shown on the transportation documents, plus 10 percent tolerance, an additional charge of **\$100** will be assessed against the Shipper or bill to party.

# FEC INTERMODAL SERVICE DIRECTORY

## SECTION 7: EQUIPMENT

When FEC receives a request from either the Shipper, Consignee, or their Agent to weigh or reweigh a shipment, either empty or loaded, a charge of **\$25** per container/trailer will be applied to each weigh/re-weigh event within a 20-mile radius. Drays performed for weigh/re-weigh request outside of a 20-mile radius from the customer location, FEC will assess Out-of-Route mile charges as outlined in *Section 11.11*. FEC will furnish a copy of the weight certificate, when requested.

In the event FEC receives a request to weigh/re-weigh a container/trailer without the tractor attached, a charge of **\$50** per request will be applied for this service in addition to the weighing/re-weighing charge of **\$25**.

The Shipper shall be responsible for payment of any fines and/or charges for unloading, loading or other services necessitated by a violation of any Federal, State or Municipal weight law on the part of a shipment, and for all costs to adjust the weight of an overloaded shipment to achieve conformity with any such law.

### 7.5 - Equipment Specifications: Shipper Furnished

Shipper furnished equipment must meet all State and Federal requirements. The Shipper hereby agrees to reimburse FEC for all mechanical/tire repairs required on such equipment (regardless of ownership), made by FEC (or its agent) in accordance with AAR Rules.

Trailers/containers must otherwise comply with all applicable rules for safe lifting of trailers/containers to or from flatcars and protection of equipment.

**A.** Closed private shipper equipment must be equipped with closed side and/or end doors. Doors must be tightly fitted and have suitable locking and/or sealing devices. The Shipper must provide locks and/or seals to secure the doors adequately to protect the cargo.

**B.** Locks utilized and/or installed by the Shipper must be removed by the Consignee. Neither FEC nor any of its Underlying Carriers or contractors assumes responsibility for return of locks.

**C.** Identifying marks and numbers must be plainly shown on each container/trailer.

**D.** The kingpin setting of an equipment of more than 42 feet, 10 inches (outside measurement) may not exceed 36 inches.

**E.** A nose mount refrigeration unit may not project in excess of 24 inches beyond the front of equipment.

#### Maximum:

Length: 53 feet (outside measurement)

Length: 19 feet, 6 inches

Width: 8 feet, 6 inches (outside measurement)

Tread: 8 feet, 6 inches (outside measurement)

Height: 13 feet, 6 inches (outside measurement)

**F.** The Shipper shall not load a container/trailer in excess of maximums indicated below:

Equipment	Length	Width	Height	Weight
Trailers	53 feet or less (outside measurements)	102 inches or less	13 feet 6 inches (outside measurement)	Lesser of 65,000 lbs gross weight or manufacturer's limit
Containers	40 - 53 feet or less (outside measurement)	102 inches or less	9 feet 6 inches	Lesser of 67,200 lbs gross weight or manufacturer's limit
Containers	20 feet (outside measurement)	102 inches or less	9 feet 6 inches	Lesser of 52,900 lbs gross weight or manufacturer's limit
Containers on Chassis	53 feet or less (outside measurement)	102 inches or less	13 feet 6 inches with Chassis	Lesser of 65,000 lbs gross weight or manufacturer's limit

### 7.6 - Over Dimensional Shipments

FEC will not accept flatbed trailers tendered with loads exceeding length of trailer unless prior authorization has been granted by FEC's Marketing Department. Rates on such over length shipments must be in place prior to acceptance by FEC.

**A.** FEC's Operations and Mechanical Departments must inspect and approve the loading of any over dimensional shipment.

**B.** The shipment must be able to be lifted by lifting arms, twist locks, or FEC approved lift attachment.

# FEC INTERMODAL SERVICE DIRECTORY

## SECTION 7: EQUIPMENT

### 7.7 – Tank Containers – Equipment

#### A. Tank Rate Applications:

1. Unless specifically authorized in writing, agreements, or contracts, TOFC/COFC rates do not apply on shipments loaded in tank trailers/containers.
2. Empty ISO tanks with a prior move of a non-hazardous commodity, including residue, or having been cleaned and purged of all hazardous materials will be considered as an empty shipment.
3. Any container whose prior move was a hazardous empty ISO tank substance that has not been purged or cleaned will be considered as a loaded shipment and will be invoiced as such.

#### B. Loaded Tank Trailers

1. Liquid Commodity Requirements:
  - Tank Trailers exceeding 7,000 gallons in capacity must be equipped with baffles so that no section exceeds 1,200 gallons in capacity, or 120 united inches in length. Each baffle must have an area not less than 80 percent of the cross-section area of the tank.
  - The tank trailer must be loaded with more than 80 percent of rated capacity of tank.
  - The center of gravity of the loaded tank trailer, must not exceed 76 inches above the bottom of the tires.
  - When utilizing COFC capable terminals, trailers must be equipped with top corner hooks or with pads that allow lifting by cranes or side loaders. Trailers must be equipped with standard AAR approved kingpin that is in suitable condition to permit safe handling in TOFC service.
  - Shipper furnished equipment must meet all State and Federal requirements. The Shipper hereby agrees to reimburse FEC for all mechanical/tire repairs required on such equipment (regardless of ownership), made by FEC (or its agent) in accordance with AAR Rules.
  - Trailers/containers must otherwise comply with all

applicable rules for safe lifting of trailers/containers to or from flatcars and protection of equipment.

### 7.8 – Shipments of 20-foot Containers

In accordance with the AAR Loading Capability Guide, 20-foot containers are required to be loaded in pairs of 2 within a designated double stack car platform well.

While FEC terminal operations will make every effort to match 20-foot containers that are tendered in odd numbers (e.g. a single unit, third unit, fifth unit, etc.) with other 20-foot containers billed to the same destination, this will not always be possible and individual 20-foot containers may be subject to delay at origin at the sole discretion and expense of the Shipper.

20-foot containers loaded or empty should have a proper mate before moving on the rail. Units having to wait for a proper mate will be subject to storage as stated below.

Free time: date of ingate plus 2 working days. After expiration of free time:

- Day 1 – 10 **\$75** per day
- Over 10 days **\$100** per day

### 7.9 – Empty Shipper Equipment

Empty shipper equipment will be accepted for shipment if the same equipment is/was used for loaded revenue service immediately prior or subsequent to the empty move. Only one empty equipment move is permitted for each loaded movement. The Shipper must certify on shipping document that “Empty equipment has had prior (or will have subsequent) loaded movement via FEC.”

Equipment moving under *Section 7.9* may contain pallets, pallet sides, platforms, skids, fillers, separators, shrouds, covers, deck board, board, metal braces, collapsible cages, steel drums, bins, racks, or plastic tubs.

FEC may assess a fee of **\$125** for equipment moving in violation of *Section 7.9*. In addition to any northbound empty rates specified in the customers IEPQ or Directory dry rates.

### 7.10 – Transfer of Container/Trailer Between Flatcar and Ground or Chassis

If a container/trailer is tendered for movement in rail service and

# FEC INTERMODAL SERVICE DIRECTORY

## SECTION 7: EQUIPMENT

after being loaded on flatcar at the request of the Shipper or its agent, FEC is asked to transfer container/trailer between the flatcar and ground or chassis a charge of **\$100** will be assessed against the requesting party.

### 7.11 – Interchange to Motor Carriers

All motor carriers picking up or dropping off loaded or empty equipment at FEC terminals must have:

**A.** Valid Uniform Intermodal Interchange and Access Agreement (UIIA) with IANA.

**B.** All drivers registered in the UIIA Intermodal Driver Database (IDD).

**C.** Registered in compliance with eRailsafe Program.

In addition to the above, all drivers must validate their identification with the FEC terminal at which they are dropping off or picking up empty or loaded equipment.

### 7.12 FEC Equipment

#### **A. Empty Trailer Picked Up and Shipped Loaded/Empty Via Another Carrier:**

When an empty trailer is picked up and not returned to FEC loaded for outbound shipment and found to have been tendered to another carrier for shipment, a charge of **\$100**, plus applicable detention charges, will be assessed.

Detention will be charged from the time the trailer was outgated from FEC until the trailer is returned to FEC. No free time will be given. The Shipper must furnish FEC and the other Carrier receiving the loaded trailer with a Trailer Interchange Certificate form stating disposition of the trailer.

#### **B. Loaded Trailer Outgated from FEC and Delivered Loaded or Empty to a Different Carrier:**

When a loaded FEC trailer is picked up at destination terminal and not returned after unloading but delivered to another Carrier, a charge of **\$500** plus applicable detention charges will be assessed against the Drayman.

Detention will be charged from time trailer was outgated from FEC until trailer is returned to FEC; no free time will be given. The Drayman must furnish FEC and the other Carrier receiving the loaded trailer a Trailer Interchange Certificate form stating disposition of the trailer.

### **C. Cleaning of FEC Controlled Equipment:**

When debris remains in or the contents of lading require the cleaning of trailers/containers after unloading has been completed, the following applicable charge will be assessed against the Drayman:

1. **\$100** when washing of trailer is not required
2. **\$200** when washing of trailer is required
3. **\$500** when steam cleaning is required

### **D. Equipment Capacity Surcharge:**

In the event equipment demand exceeds FEC's ability to supply equipment timely, FEC will offer Shippers the opportunity to assess an equipment surcharge to their freight bill in order to be included in the prioritization of equipment.

The option is available to all customers; priority will be assessed once approval for the surcharge has been submitted to FEC Customer Service.

The equipment capacity surcharge will be included with the customers' freight invoices and expected to be paid within the payment terms agreed upon with the customer.

### **E. Rail Controlled Equipment Moving as Private Equipment:**

All rail controlled equipment other than FEC equipment will be considered as private equipment when moving on the FEC and subject to movement on FEC under the terms of this Directory.

### 7.13 – FEC Equipment Reservations

#### **A. Reservations**

1. A reservation number is required in order to outgate empty FEC trailers/containers from all FEC Intermodal Terminals.
2. In order to request and receive a reservation number(s), the Drayage Company picking up the equipment must have an Interchange Agreement with FEC. If the Drayman does not have an Interchange Agreement, he/she must contact FEC at [assetmanagementgroup@fecrvy.com](mailto:assetmanagementgroup@fecrvy.com) in order to have one established.
3. Equipment reservations must be submitted to FEC's Asset Management Group and within the following criteria:



# FEC INTERMODAL SERVICE DIRECTORY

## SECTION 7: EQUIPMENT

- Notice must be received within a minimum of 24 hours in advance of when the equipment will be outgated.
- Equipment reservations must be submitted via email [assetmanagementgroup@fecrwy.com](mailto:assetmanagementgroup@fecrwy.com).
- Equipment reservation requests must include the number of units being reserved by day and the FEC intermodal terminal where equipment will be picked up.

4. Upon meeting the criteria noted, FEC's Asset Management Group will process the request and the reserving party will be notified via email with a reservation number if a unit is available.
5. The reservation number will need to be provided to FEC's Gate Agent in order to outgate the empty unit.
6. Prior written approval from FEC must be obtained if FEC controlled units are taken outside of the Commercial Zone of the outgating terminal in Atlanta, GA, Charlotte, NC, Jacksonville, Fort Pierce, Fort Lauderdale, Cocoa, or Miami, FL. Additional charges will be assessed for over-the-road usage.

The Motor Carrier must specify the actual location (address/city) to which the trailer is being taken for loading/unloading.

7. Upon outgating the trailer or container, the Drayman assumes responsibility for damages to the trailer. For OTR issues involving lights, tires, brakes, or other mechanical issue impacting roadability, the Drayman should contact Frederick Roadside Service at 855-777-4585.

Costs for items that are Owners responsibility will be billed to the Owner and all other repair costs are borne by the involved Drayage Company. If the trailer is returned to FEC with damages, the Drayman will be billed for the cost of repairs.

### B. Reservation Usage Charges:

1. If equipment is not picked up on the day reserved, a penalty fee of **\$100** per shipment (empty/loaded)

will be assessed to the reserving Party. Reservation cancellations are accepted up to the day prior to the day reserved and will only be accepted if submitted via email to [assetmanagementgroup@fecrwy.com](mailto:assetmanagementgroup@fecrwy.com).

2. All usage charges will begin the next day at 12:01 AM after outgate.
3. Usage charges will accrue at the daily charge listed below until the equipment is returned to the outgating terminal.
  - When a loaded piece of equipment is picked up at destination terminal and is not returned empty, however it is used for an outbound shipment via the same inbound terminal, an additional 24 hours of free time will be allowed. The outgate Drayman will be responsible for all usage charges, unless other arrangements have been made prior to outgate.

4. Usage charges will accrue as follows:  
Days (or fraction thereof) Charge Per Day:

- Days 1 – 10: **\$20**
- Days 11 – 30: **\$50**
- Days 31+: **\$100**

### C. Misuse and Repositioning of Equipment:

If a container/trailer is returned empty to a terminal other than the FEC ramp where the trailer was outgated, a **\$350** misuse charge will be assessed against the Drayman including but not limited to the cost of repositioning the container/trailer to the correct terminal and detention charges if applicable.

### 7.14 Detention on FEC Equipment at Customer Facility

FEC equipment dropped or placed by FECHS at a Shipper/Consignee location for either loading or unloading will be allowed a free (non-chargeable) day based upon the day of drop/placement plus two working days. After free time expires, charges will be calculated on a per day basis at **\$25** per day for the first 7 days after free time expires and **\$50** per day thereafter.

# FEC INTERMODAL SERVICE DIRECTORY

## SECTION 7: EQUIPMENT

### A. Free Time Will Be Determined By:

1. If placement of the shipment (empty/loaded) at Shipper/Consignee location occurs on any day (other than Saturday, Sunday or Holiday) before 11:59 AM, that day will be considered the day of placement.
2. If placement of the unit at Shipper/Consignee location occurs on a Saturday, Sunday or Holiday after 11:59 AM, the day of placement will be the following business day.

The Shipper or Freight Bill-to-Party will be responsible for these charges.

### 7.15 Private Equipment: Chassis

#### A. Responsibility to Provide Chassis:

1. Containers loaded flush on flatcar will be transported between points having COFC capability, subject to the following:
  - FEC service includes one lift on to car at origin and one lift off from car at destination. Additional lifts are **\$100** per lift and require prior FEC approval.
  - The Shipper must provide wheeled chassis (or other equipment) suitable for over-the-road movement of container from or to FEC terminals at the Shipper's expense.
2. At origin, if Drayman requests expedited service, containers will be lifted from chassis to ground while Drayman waits at a charge of **\$100** per container that will be assessed against the Drayman. This service will be provided subject to crane availability.
3. Shippers who choose to use other than FEC chassis must provide, at its sole expense, chassis for the facilitation of over-the-road movement of containers from or to the FEC Terminals and must abide to the following terms:
  - If a chassis is not available for association with an inbound container when a train is unloaded, Shipper or the chassis provider is responsible for such unavailability and will be assessed **\$100** per unassociated container.
  - In addition to the charges specified above, if, due to lack of chassis, loaded railcars at destination

cannot be placed within the Terminal for unloading, Shipper or the chassis provider is responsible for such unavailability and will be assessed a charge of **\$100** per day, or any portion of a day thereof, for each container held out on railcars until unloading is performed. Normal container free time and storage will not be initiated until containers are available for physical unloading from railcar to chassis.

- Chassis are considered available only when in a suitable condition for highway service, and not covered with either a loaded or empty Container.

#### B. FEC Chassis Management:

1. To improve rail service to intermodal/COFC Customers, FEC terminals are fully wheeled terminal operations. This "wheeled" operation will be referred to as the FEC Chassis Management Zones, and the following will apply:
  - All COFC shipments to/from any FEC terminals are subject to the requirements of the FEC Chassis Management Zones and participation is automatic.
  - Ocean carriers are responsible for providing chassis for all COFC moves.
  - Chassis must be available prior to the arrival of a train into all FEC terminals.
2. For trains arriving during normal business hours (7:00 AM to 5:00 PM), chassis must be made available 6 hours prior to scheduled train arrival. For trains arriving after normal business hours, chassis must be made available by 5:00 PM each day.
  - Cost associated with lack of chassis to handle COFC movements will be for the account of the Ocean Carrier for international shipments and Dray Company for domestic shipments.
  - The Shipper must make arrangements for chassis to be available upon lift off of flatcar at destination terminal.
    - If other arrangements (e.g. ocean carriers chassis

# FEC INTERMODAL SERVICE DIRECTORY

## SECTION 7: EQUIPMENT

or Drayage Company's chassis) are not available upon lift off from the train, the container will be mounted on a Neutral Chassis which is provided by FEC (the "Neutral Chassis").

By not providing an alternate chassis, the Shipper and the Drayman agree to be bound by the terms outlined in this Directory for the use of FEC Neutral Chassis.

### C. Neutral Chassis:

#### 1. Charges for the use of a Neutral Chassis:

- Charges will begin the day of outgate and until the chassis is returned to the origin terminal.
- The Drayage Company/Drayman is responsible for all charges for the daily use of the Neutral Chassis.
- If a Neutral Chassis is outgated for 15 days or more, the Drayage Company outgating said chassis may be billed on an interim basis until the chassis is returned for the use of that equipment.
- The charges for the use of a Neutral Chassis are as follows:
  - Days 1 – 10: **\$25**
  - Days 11 – 30: **\$50**
  - Days 31+: **\$100**

2. FEC makes no representation or warranties as to the condition of the Neutral Chassis or their suitability for any purpose.

3. FEC service includes 1 lift on to car at origin and 1 lift off from car at destination. The tires on the neutral chassis will be stenciled with 3 orange stripes and an orange FEC logo on each tire.

The Drayage Company will be responsible for having the Neutral Chassis inspected upon outgate to ensure that the tires are stenciled. If the Neutral Chassis does not have a stenciled tire as outlined above upon ingate, the Drayage Company will be invoiced for the replacement cost of the tire.

4. All Neutral Chassis must be returned to the FEC Terminal Facility where outgated in the same condition

as received by the Shipper or Drayage Company/ Drayman using the Neutral Chassis (the "User"); normal wear and tear is accepted.

- If a Neutral Chassis is returned to the incorrect terminal, a drayage charge will be assessed to the ingate Drayman. Drayage to be computed based on a rate of **\$1.50** per mile from the origin terminal to the terminal where the chassis was returned. The per mile basis will be calculated using Rand McNally Mile Maker System Version 18 Practical Mileage. This charge is subject to a minimum charge of **\$150**.
- The User is responsible for the cost to repair all damage to the Neutral Chassis. User pre-authorizes repairs on all Neutral Chassis redelivered with a repair estimate up to and including **\$100**.
- User shall authorize repairs estimated at more than **\$100** per Neutral Chassis within 48 hours of notification of damage to User and shall pay for such repairs upon receipt of invoice thereof.
- If the Neutral Chassis are lost, destroyed, confiscated, damaged beyond repair, or stolen, User's obligation to pay per diem charges continues until FEC receives full settlement revenues and replacement costs for the Neutral Chassis.
- User shall defend, indemnify, and hold harmless FEC, its agents, and its employees, from and against any and all losses, claims damages, liabilities, and costs (including reasonable attorney's fees) resulting in any manner from User's operation, use, or possession of the Neutral Chassis.

If User is a Drayage Company or the Drayman covered under Motor Carrier Interchange Agreement with FEC as amended, the Neutral Chassis and the operation, use or possession thereof by the Drayage Company/Drayman shall be included in all insurance coverage requirements set forth in that agreement.

- User shall not make nor permit any unlawful use of the Neutral Chassis and will not use the Neutral Chassis for storage or transportation of hazardous

# FEC INTERMODAL SERVICE DIRECTORY

## SECTION 7: EQUIPMENT

wastes or any substance that could corrode, oxidize, dent, puncture, contaminate, stain or damage the Neutral Chassis.

- Flip charges for swapping a container from a Neutral Chassis to an Ocean Carrier or the Drayman provided chassis or from the ground to an Ocean Carrier or Drayman provided chassis will be **\$100** unless the container was originally put on a Neutral Chassis or to the ground for FEC convenience.

### D. Chassis Pools:

1. FEC reserves the right to establish an appropriate level of chassis permitted within the FEC terminal based on individual ocean carrier's business requirements. Based on the carrier's business levels, FEC Asset Management Group will advise if chassis need to be removed from the premises for correct sizing of pools.

- The carrier will have 24 hours to respond to the request for removal of chassis. After 24 hours from the notification, the carrier will be billed **\$75** per day per chassis until the chassis are removed from the facility.
- FEC reserves the right to establish an appropriate level of chassis on terminal based on individual

ocean carrier's business requirements. Based on the carrier's business levels, the FEC Asset Management Group will advise if chassis need to be removed from the premises for correct sizing of pools.

### E. Chassis Loss and Damage

When a Drayage Company provides its chassis for inclusion into the chassis pool at any FEC terminal, FEC will be responsible for this equipment for all damages, loss or mishandling while on the FEC terminal except if such damage or loss is caused by acts of a Drayage Company.

Normal wear and tear is exempted from FEC's responsibility. The Drayage Company is responsible for requesting an ingate and outgate inspection on their chassis as documentation for any claim for damages on their equipment. FEC must be notified of any damage claim within 48 hours in writing to FEC Mechanical Department, Fax: 904-279-3192.

Additionally, if a Drayage Company ingates an Ocean Carrier container with its own chassis, it is the Drayman's responsibility to be sure that unit is dismounted from that chassis. FEC will not be responsible for the movement of a Drayman's chassis with the container if the Ocean Carrier bills the shipment (empty/loaded) as a TOFC movement.

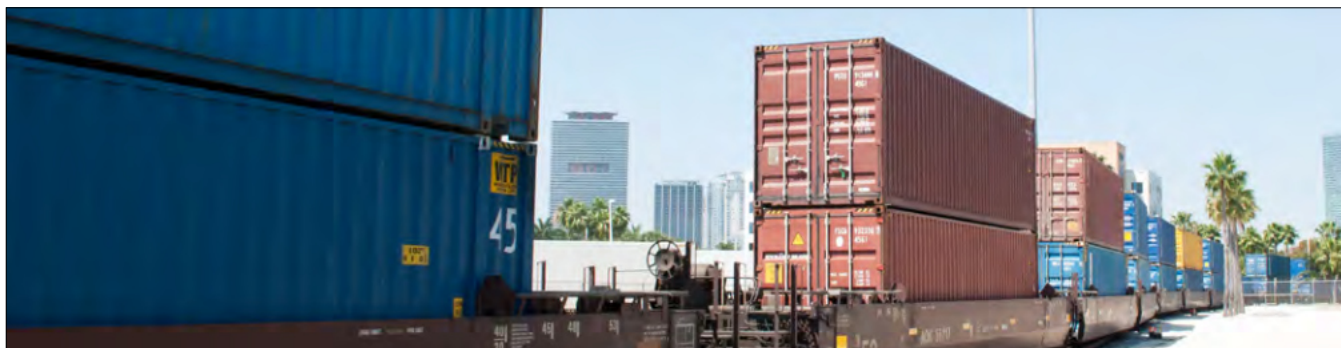


# FEC INTERMODAL SERVICE DIRECTORY

## SECTION 8: HAZARDOUS, PROHIBITED AND RESTRICTED COMMODITIES

### 8.1 – Overview

To provide guidance as to the commodities that are restricted or prohibited on the FEC network, as well as, highlighting the proper handling of hazardous shipments.



### 8.2 – Inspection of Shipments

FEC reserves the right to have shipments inspected at any point while within FEC's possession. The inspection does not at any given point waive or amend the obligations of the Shipper hereunder. In the event the inspection of the shipment reveals a commodity that has been listed as prohibited (noted in *Section 8.6*) or restricted (noted in *Section 8.5*) an additional surcharge will be assessed against the Shipper as noted in *Sections 8.5* and *8.6*.

If the transportation of the misdescribed commodity is restricted or prohibited by this Directory, FEC reserves the right to interrupt the shipment or cause the shipment to be held at origin. The Shipper agrees to pick up the shipment at the expense of the Shipper. The Shipper shall pay, and when deemed necessary, reimburse FEC for all costs of interruption, of the storage, and of the transportation to the point of service interruption in addition to any remaining costs that arise from or relate to the misdescription of the cargo.

### 8.3 – Hazardous Materials

Hazardous materials will be accepted for transportation only by separate arrangement. For rules governing the transportation of hazardous materials, the specifications for shipping containers, and the restrictions governing the acceptance and transportation of same (see Tariff BOE 6000-Series).

The Shipper is required to indicate by proper placard, as

required in BOE 6000-Series, on containers/trailers, and in all shipping documents the presence of any hazardous material, including weight of material, proper description, and information associated with nature of material and its disposal.

The Shipper must certify that the materials are properly classified, described, packaged, marked, and labeled and are in proper condition for transportation in accordance with DOT regulations. The Shipper must comply with all loading and bracing requirements as defined in the Tariff BOE 6000-Series.

The Shipper shall be liable to FEC for any expense incurred as a result of the Shipper's failure to comply with the provisions of these rules, including the Tariff BOE 6000-Series, and any and all applicable Federal, State and Municipal laws, rules and regulations governing packaging, placarding, handling, storage, transportation, and/or disposal of hazardous materials. (*See NOTE*)

The Shipper shall defend, indemnify, and hold harmless FEC against any and all lawsuits, claims, fines, or penalties, whether civil or criminal, which may be asserted, brought, or levied against FEC as a direct or indirect result of the Shipper's failure to comply with the provisions of this Item, including Tariff BOE 6000-Series, or as a result of the Shipper's failure to comply with any applicable Federal, State or Municipal law, rule or regulation pertaining to packaging,



# FEC INTERMODAL SERVICE DIRECTORY

## SECTION 8: HAZARDOUS, PROHIBITED AND RESTRICTED COMMODITIES

placarding, handling, storage, transportation, or disposal of hazardous materials regardless of any negligent act or omission by FEC.

The Shipper's liability to FEC as described above shall extend to all costs of litigation, including attorney's fees and expenses, and expert witness fees and expenses, as well as amounts paid by FEC to satisfy settlements, judgments, fines or penalties. Shipper must present at time of billing all shipping papers as required for the movement of hazardous materials.

A Hazardous Materials Surcharge of **\$80** per shipment will be assessed on all intermodal shipments originating on the FEC network. This surcharge will be applied on all domestic and international shipments moving with a STCC of 48 or 49 and the combined weight of all hazardous commodities within the container/trailer are equal to or exceeds 1001 pounds per container/trailer and are otherwise in compliance with the terms herein.

If a shipment being tendered to FEC is found to be leaking, the shipment will be rejected at the gate. However, if the shipment has been determined as leaking while within an FEC terminal, the shipment will immediately be placed on the FEC Hazardous Material Mitigation Pad. The shipment will be inspected, and the Shipper will be notified and sent the "Notice Regarding Use of FEC Hazardous Material Mitigation Pad" form. The Shipper will be required to complete this form and return it to FEC promptly.

The Shipper will be responsible for all charges related to the leakage, including all storage, detention mitigation, and cleanup costs. Furthermore, such cleanup shall be to FEC's satisfaction and to the satisfaction of any government body claiming jurisdiction.

In addition, after 48 hours, the Shipper will be responsible for a charge of **\$500** per day, or portion thereof, for use of the FEC Hazardous Material Mitigation Pad until the shipment is properly removed. Should the Shipper wish to use a contractor to handle an incident on FEC property involving hazardous material leaks, it will so notify FEC and get its prior approval. Furthermore, the contractor must have a minimum of **\$2,000,000** liability insurance coverage, be OSHA certified, and be trained in Railway Safety.

*NOTE: The tender of a shipment with the commodity description FAK constitutes the Shipper's certification that no hazardous material, as defined in DOT regulations, including but not limited to 49 C.F.R. Section 171.8 and 172.101, is included in the shipment.*

### 8.4 – Hazardous Placards

#### A. Side and End Mounting of Placards

1. Placards must be located at least 1 foot from the top of the intermodal container/trailer.
2. Placards must be located at least 5 feet from the bottom of the intermodal container/trailer.
3. Placards must be at minimum 5 feet from the containers'/trailers' end to ensure visibility.

#### B. Placard Removal

Upon completion of the hazardous move and the container/trailer no longer contains hazardous commodities, all placards and hazardous markings must be completely removed.

### 8.5 – Restricted Commodities

The articles and commodities described below will not be accepted for shipment under FAK prices and will only be accepted by special arrangement. **Shippers are responsible for ensuring that all shipments accepted under special arrangements and moving outside of local FEC service, comply with connecting carriers restrictions and guidelines.** FEC will assume no obligation with respect to such articles and commodities and, specifically, will assume no loss or damage liability. Any commodities named herein shipped in violation of *Section 8.5* will be assessed a surcharge of **\$10,000** per intermodal unit to be assessed against the Shipper.

In addition, the Shipper releases FEC and will indemnify FEC against any liability for loss of or damage to the commodities/cargo and any other claim or loss, cost, damage or expense, including reasonable attorney's fees, arising from or relating to the misdescription.

FEC reserves the right, at its sole discretion, to hold any container/trailer containing restricted commodities until assessed charges, which may include but are not limited to the special rate, surcharge, and any accessorial charges resulting from handling or holding, are paid in full.

# FEC INTERMODAL SERVICE DIRECTORY

## SECTION 8: HAZARDOUS, PROHIBITED AND RESTRICTED COMMODITIES

Restricted commodities are as follows:

- Aircraft, aircraft parts, airplanes, airplane parts, airplane components, helicopters, helicopter parts, helicopter components, or any other instrumentality used for flying.
- Animals, fish or fowl, trophies, stuffed or mounted; animal hides, pelts, skins or any other animal products or research cadavers.
- Animals, game, fowl or poultry, live refrigerated, frozen, fresh meat and packing, house products and dressed poultry as described in Items 67780 through 68010 of UFC 6000-Series.
- Asphalt or asphalt compounds, by products or petroleum
- Ammunition, small arms, described as Class C Explosives in Tariff BOE 6000 or as described in Item 5980 of UFC.
- Articles likely to damage freight equipment or other cargo as described in Rule 4 of UFC.
- Articles of extraordinary value as described in Rule 3 of UFC.
- Asbestos products as described in Item 6400 of UFC
- Asbestos insulation as described in Items 53170, 53210 and 53350 of UFC.
- Asbestos, crude as described in Item 6450 of UFC
- Asbestos, scrap as described in Item 6600 of UFC
- Bogies chassis, flatbed trailers or flat racks, bundled or stacked.
- Biphenyls, polychlorinated (PCB)
- Bulk bladder shipments (aka flexitanks)
- Bulk commodities (*see NOTE A*) except when moving in Shipper furnished trailers or containers.
- Carbon black (*See NOTE A*)
- Ceramics, pottery, glassware, crystal, and china other than those shipped at a released value of 35 cents per lb.
- Cigars, cigarettes, snuff, and manufactured tobacco products as covered by Item 26880 of UFC.
- Coal or coke unless shipped in privately owned or controlled intermodal equipment (empty/loaded) with the cargo properly packaged, secured, blocked, and braced for rail transportation.
- Coins, currency, valuable or negotiable documents of any kind.
- Commodities requiring protection from heat or cold
- Creosote or creosoted materials
- Explosives as described in Classes A and B in Tariff BOE 6000-Series.
- Green, green salted, pickled or dry hides, pelts, or skins (not dressed or tanned only).
- Hazardous waste
- House or building sections, modular, factory manufactured, with or without heating, air conditioner and plumbing equipment, electrical wiring and fixtures, refrigerators, stove or cabinets installed.
- Household goods
- Livestock
- Lumber
- Marine vessels of any kind, including ships, boats, canoes, launches, yachts, or sailboats.
- Medical equipment, medical supplies, or medical hardware including x-ray machines, CT scanning devices or MRI devices.

# FEC INTERMODAL SERVICE DIRECTORY

## SECTION 8: HAZARDOUS, PROHIBITED AND RESTRICTED COMMODITIES

- Medicines, drugs, pharmaceuticals, prescription, and non-prescription medication.
- Metals, coiled
- Military communications outfits, telegraph, telephone or teletype, including necessary radio equipment.
- Missiles, guided or rockets, guided, guidance systems, or electronic guidance control apparatus, or mobile missile guidance control systems, missile storage or launching apparatus and related equipment.
- Motor vehicles, freight or passenger, or combination of freight and passenger (*See NOTE C*).
- Outfits, radio repair or public address or television
- Over dimensional shipments
- Personal effects
- Pipe, loose
- Plants, living or fresh cut
- Poisons, DOT classified
- Potatoes
- Precious metals or stones or articles manufactured therefrom.
- Radioactive materials as described in Items 80761 to 80768 of UFC.
- Railway wheels, new or used, when moving on other than flatbed equipment.
- Rolled paper
- Rolling mills
- Scrap, except when palletized or in barrels, packages, bales or bundles as provided in UFC.

- Tire fabric or used tires
- Trainers, air flight or flight training aids or devices, electronic, or such articles combined with or shipped with communication equipment or outfits, electronics as described in Item 35325 of UFC.
- Used business equipment, office furnishings or furniture
- Used household goods, furnishings or furniture
- Used machinery, equipment, auto parts, assembled or in components moving in private equipment.
- Waste, municipal garbage as described in Item 96137 of UFC (*See NOTE B*).
- Watermelons

### NOTES:

*A. For the purpose of this Item, the term "bulk commodities" includes any commodity shipped loose or in mass which must be shoveled, scooped or forked in handling and which is not in packages nor units or such size as to readily permit handling piece by piece.*

*B. FEC may cancel any and all contractual relations it has with any party who specifically tenders municipal garbage waste for transportation designated as FAK or otherwise misdescribed. FEC will commence appropriate legal action to collect any damages it may suffer as a result of such a tender.*

*FEC prohibits the loading of municipal garbage waste in any equipment it supplies. Any party loading municipal garbage waste in FEC supplied equipment will be subject to a **\$5,000** penalty per occurrence and will be responsible for disposition of the waste and cleaning of the equipment.*

*C. Used auto are also subject to the following:*

- 1. Auto STCC Code required on Bill of Lading*
- 2. Battery disconnected*

# FEC INTERMODAL SERVICE DIRECTORY

## SECTION 8: HAZARDOUS, PROHIBITED AND RESTRICTED COMMODITIES

3. *Less than 1 gallon of fuel in gas tank*

4. *Containers/trailers must move and be placarded as HAZMAT shipment.*

5. *Blocking and bracing must meet AAR standards.*

*Information can be found at [www.railinc.com](http://www.railinc.com). In the event FEC is required to purchase load bars to secure a load, FEC will assess **\$25** plus any additional cost incurred.*

### 8.5.1 – Handling Requirements - Restricted Commodities

**A.** Any commodity not acceptable for transportation by FEC but loaded in trailers or containers for movement by FEC will be the sole responsibility of the Shipper. The Shipper will be responsible for all damage and contamination to or repair of the container/trailer.

**B.** If a container/trailer is released after unloading a restricted commodity, and all material, residue and contamination was not unloaded or completely removed, or the container/trailer must be decontaminated or repaired:

1. FEC may return the container/trailer to the Shipper, or, at the instruction of the Shipper, to the Consignee, for complete unloading, treatment, and repair.
2. FEC may remove and dispose of any material, residue or contamination remaining in the container/trailer and repair and clean the container/trailer in accordance with applicable status and regulations, and the Shipper will reimburse FEC for the costs of unloading and removal of any material, residue or contamination, decontamination, and repair of the container/trailer, disposal of the material, residue or contamination, reasonable administration of the unloading, removal, decontamination and disposal and costs of repairs.
3. If, in the sole judgment of FEC, the container/trailer furnished by FEC cannot be reasonably decontaminated, cleaned or repaired, the container/trailer will become the property and responsibility of the Shipper, and the Shipper will pay FEC the fair market value of the container/trailer (to be valued as if

clean or not contaminated), will make all arrangements and pay all transportation costs for removal of the container/trailer from FEC property, and will pay all treatment, storage or disposal costs for the container/trailer.

4. If a commodity not acceptable for transportation by FEC is loaded in a trailer or container for movement by FEC, or if a trailer or container is released after unloading a commodity and all material, residue and contamination was not unloaded or completely removed, or the container/trailer must be decontaminated or repaired, the Shipper will be responsible for and will defend, indemnify and save harmless FEC, the Carrier, and their officers, agents, and employees from any loss or damage to any property whatsoever.

To include lading or any injury or death of any person whosoever (including employees of FEC) that arises out of, directly or indirectly, the tender of the unacceptable commodity or the failure to unload or remove completely all material, residue and contamination, regardless of cause, will reimburse FEC, the Carrier, and their officers, agents and employees for all costs, expense, damages, fines, penalties and other liabilities in connection therewith, and, upon request of FEC, will assume the defense of any and all lawsuits, administrative actions, or other proceedings or claims brought in connection therewith.

5. In addition to the requirements set forth in this Item, and other applicable governing publications, specifically dealing with any shipment of automobiles, the Shipper agrees, to release, defend, indemnify and hold harmless FEC, its affiliates, and employees (the "Released Parties") from and against all liability, loss, damages and expenses, including but not limited to attorney's fees, judgments or settlements, arising out of claims, suits or causes of action for damage to persons or property brought by any person or entity arising out of or in connection with the shipment of automobiles or the services provided by FEC hereunder, from whatsoever cause, except when caused by the sole negligence of the Released Parties.

# FEC INTERMODAL SERVICE DIRECTORY

## SECTION 8: HAZARDOUS, PROHIBITED AND RESTRICTED COMMODITIES

### 8.6 Prohibited Articles / Commodities

The following Prohibited Articles will not be accepted under this Directory and FEC will not accept responsibility for these prohibited articles shipped in containers/trailers over the lines of FEC or its Underlying Carriers. Any articles named herein, shipped in violation of this (*Section 8.6*) may be forfeited and will be assessed a surcharge of **\$5,000** per container/trailer. This surcharge will be in addition to the applicable FAK rate and any other charges applicable to the prohibited article shipment.

FEC reserves the right, upon notification of the prohibited commodity moving within FEC's network, to interrupt the movement of the said commodity. FEC may at this time require the Shipper to pick up the shipment at their expense; FEC will assess any additional expense acquired to Shipper for reimbursement to FEC.

- Any article, product, commodity or substance considered to be illegal contraband by any state or federal government entity, forbidden to be owned, possessed or forbidden by any government entity to be transported.
- Batteries, used, (electric) spent, with or without chemicals having value for reclamation of materials.
- Blacks (carbon, gas or oil blacks), lamp blacks or vegetable blacks, dry NEC, not activated, no dyes or dyestuffs when loaded in railroad-controlled equipment.
- Bladder Bags, hazardous commodity only
- Bulk commodities when loaded in railroad-controlled equipment.
- Calcium Carbide UN1402
- Coal or Coke when loaded in railroad-controlled equipment.
- Hazardous materials:
  - Asbestos Class 9
  - Hides, furs, pelts or skins, green or green salted when shipped in FEC controlled equipment.
  - Municipal garbage waste, solid, digested and ground, other than sewage waste when shipped in railroad-controlled equipment.
  - Sodium compounds (STCC 28-123-##) when shipped in FEC controlled equipment.





# FEC INTERMODAL SERVICE DIRECTORY

## SECTION 9: LOADING REQUIREMENTS

### 9.1 – Overview

To provide guidance in the loading or unloading responsibility of shipments while on the FEC network, to include proper handling of equipment seals.



### 9.2 – Loading and Unloading Responsibility of Shipper

Loading and unloading of a container/trailer shall be the Shipper's responsibility at the Shipper's expense and shall be conducted in a manner to prevent damage to the container/trailer and cargo. Carrier assumes no responsibility for damage due to improper or insufficient packing, storing and bracing of goods. All damage to the container/trailer due to improper loading or unloading, and all damage to the container/trailer that occurs while in custody and control of the Shipper shall be the responsibility of the Shipper.

If a Shipper or FEC furnished container/trailer while in FEC's possession is deemed unsafe for movement due to load shift, leakage, or container/trailer damage and it is determined that the damage was caused by the Shipper's negligence, FEC will allow 120 hours free time after notification of the problem to allow customer to inspect and arrange for correction. If the problem is not corrected in the allotted free time, FEC will assess a storage charge of **\$75** per day for the first 15 days, and then **\$100** per day thereafter until the cargo is loaded in compliance with AAR standards.

The Shipper shall not load containers/trailers in excess of maximums indicated below:

- Weight of containers/trailers and cargo 65,000 pounds
- Width of load on a flatbed trailer 8 feet
- Length of load on a flatbed trailer 40 feet
- Height of load on an open top trailer 13 feet 6 inches

- Length of load on a container/trailer 53 feet

*NOTE: Load in excess of 13 feet 6 inches in height will be accepted for transportation provided approval is obtained from Carrier in advance of pick-up or receipt of shipment at origin.*

Containers/trailers supplied by FEC which the Shipper finds to be unfit to provide adequate protection shall be upgraded or rejected at time of pick-up. In the event of differing guidelines or procedures by different Carriers as to loading, blocking or bracing, the Shipper shall be required to comply with the most stringent guidelines or procedures.

The Shipper is responsible for and shall release, indemnify and hold harmless FEC and their respective directory, officers, employees and agents from and against any claims lawsuit, costs (including court costs, expert fees and reasonable attorneys fees), damages or expenses, including but not limited to property loss or damage or personal injury or death, arising from or related to the packing, storing, bracing, loading and unloading of cargo of a container/trailer tendered to FEC or arising from or related to the use of the container/trailer while it is not in possession of FEC.

### 9.3 – Equipment Seals

FEC reserves the right to reject any container/trailer that is not properly sealed. FEC will not be responsible for any claims of loss, damage, or delay that is a result of the container/trailer not properly sealed.

# FEC INTERMODAL SERVICE DIRECTORY

## SECTION 10: STORAGE AND PREMISE USE

### 10.1 – Overview

To provide guidance as to the rules and provisions pertaining to equipment detention and storage of intermodal equipment while dwelling within the FEC terminals.



### 10.2 – Storage Free Time for Intermodal Equipment

The Shipper shall be allowed a day of notification plus 1 business day of free time to remove a container/trailer from an FEC terminal.

**A.** In the event the Shipper has intermodal equipment delivered in error to a terminal without shipping instructions and subsequently removed, the Shipper will be subject to storage charges computed from the date of arrival to the date of removal.

**B.** Notification will be offered in any of the following formats: phone, EDI, or facsimile transmission as provided by the Shipper. It is the responsibility of the Shipper to provide accurate notification information when submitting their shipping instructions.

#### Program adjustment:

Day 1-2 \$100 | Day 3-5 \$200 | Day 6 + \$500

Day 1-2: \$100

Day 3-5: \$200

Day +6: \$500

#### Intermodal Storage Updates:

##### Free Time

24 hrs Free time starts at 00:01 after day unit is notified

##### Weekends will be chargeable

Free if Chargeable days have not started

##### Holidays not chargeable

Holidays: Free if notified as holiday by FEC. (See below for applicable free Holidays)

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Thanks Giving Day

Day After Thanks Giving

Christmas Eve

Christmas Day

Christmas Day (Observed)

New Years Eve(Observed)

New Year's Day

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### 10.3 – Storage Rules and Conditions

**A.** Container/trailer (of both FEC and private ownership) will be considered available when FEC has notified the

Consignee or its Agent, the Owner or the Designated Notify Party, that container/trailer is available for movement.

**B.** Container/trailer will only be released upon payment of all

# FEC INTERMODAL SERVICE DIRECTORY

## SECTION 10: STORAGE AND PREMISE USE

accrued storage charges. Payment may be made by certified check, money order or corporate check or other form of payment acceptable to FEC.

**C.** If said charges are not collected prior to outgate the Drayage Company outgating equipment (empty/loaded) or the responsible party making request to hold for delivery or redelivery of the shipment (empty/loaded) will be responsible for all charges.

**D.** Only approved drayman and FEC Customers with approved credit are allowed to guarantee payment. Third parties should pay by money order, cashier's check or wire transfer before attempting to outgate the equipment (empty/loaded).

### 10.4 – Chassis Storage Charges

**A.** Any empty chassis left on FEC terminals in excess of the time limits shown below will be subject to a daily charge of **\$25** per chassis, per day or portion thereof for the first 7 days after the free time expires, and **\$50/day** thereafter until it is removed from the terminal. All charges will be assessed to the chassis owner.

- Chassis not in an FEC approved pool: 3 days
- Chassis in an FEC approved pool: 14 days

**B.** Drayman's chassis will be permitted to be stored on the facility no longer than 24 hours prior to train arrival. If Drayman's chassis are ingated empty and subsequently outgated empty a storage charge of **\$75** per day or portion thereof will be assessed against the drayman.

**C.** Unmated chassis left on FEC terminals for more than 30 days will be considered abandoned and will become the property of FEC.

### 10.5 – Notifications

**A.** Renotification Requests: FEC accepts written requests for renotification to an Alternate Party not identified as the Notify Party on waybill. Such request must include authorization from the Shipper and the party authorizing payment of storage charges. Storage will be assessed for every day accrued after original notify up to the day of renotify request. If the request is made after 12:00 Noon, then that day will also be chargeable. No free days will be granted, Weekends and Holidays will also be charged.

The new Notify Party will be given applicable free time.

**B.** Refused Notifications: when refused notifications are received, FEC's Customer Service will contact the Shipper or Origin Carrier to advise them of the refusal and to obtain new notify information. Renotification requests are to be submitted in writing and include authorization from the Shipper and Party authorizing payment of storage charges. Storage charges will be assessed for every day accrued after original notification up to the day the new notification is received. If the new notification information is received after 12:00 Noon, then that day will also be chargeable. No free days will be granted, Weekends and Holidays will also be charged. The new notify party will be given applicable free time.

**C.** Missing Notification Information: notification instructions should be transmitted with shipping instructions. If notification information is missing from the shipping information received by FEC, storage charges will be calculated until valid notification information is received. No free days will be granted; Weekends and Holidays will also be charged. FEC's Customer Service will contact rail carrier(s) on intermodal interline received traffic to obtain the missing notification information.

### 10.6 – Abandoned Cargo

Any commodity or intermodal equipment that remains on FEC's property in excess of 30 days of the notification date will be considered abandoned and the contents forfeited to FEC. The Shipper shall be responsible at the time the shipment or equipment is deemed abandoned.

**A.** In all instances where FEC is unable to locate the Consignee/Notify Party or where the Consignee/Notify Party is unable to, or declines to accept delivery of the shipment, or the shipment remains in the possession of the FEC, pursuant to instructions of the Shipper/Consignee, notice of failure to make delivery shall be mailed at once to the Consignee, Consignor or Owner and the property will be held at FEC's discretion, at the nearest FEC terminal or placed for delivery in the nearest public warehouse. Either storage arrangement shall extinguish any and all further liability and responsibility on the part of FEC.

A container/trailer or cargo that is stored or warehoused shall be subject to a lien for all unpaid transportation and other applicable charges, including storage charges.

## FEC INTERMODAL SERVICE DIRECTORY

# SECTION 10: STORAGE AND PREMISE USE

FEC will endeavor to, but not be obligated to, notify the Shipper within 48 hours of knowledge of the storage of the equipment.

The Shipper will have 30 days from actual or attempted notification to authorize, in writing, redelivery of the container/trailer and/or cargo to another location, at the Shipper's sole cost and expense. If such written authorization is not timely received, the failure shall constitute an unequivocal and unqualified authorization to FEC to make arrangements for the sale of the container/trailer and/or cargo.

The proceeds of any such sale shall be first applied to the payment of all costs of sale, then to charges due, including but not limited to transportation charges and storage charges. Any amounts remaining shall be remitted to

the Shipper.

**B.** Shipments remaining undelivered after the accrual of any charges provided in this Directory may be released from the further application of such charges by being placed in storage. Such shipment shall be subject to accrued detention charges provided herein up to the time sent to storage and shall be further subject to storage and all other lawful charges.

**C.** Shipments placed in storage or sent to public warehouses will be subject to a minimum handling charge of **\$330** per shipment.

**D.** In all cases described above, no further free delivery will be performed by FEC.





# FEC INTERMODAL SERVICE DIRECTORY

## SECTION 11: FEC DRAYAGE

### 11.1 – Overview

To provide guidance of the operating procedures for shipments supported by Florida East Coast Highway Services (FECHS). Provisions of this section apply to drayage of containers/trailers between the Shipper's/ Consignee's place of business or designated area and FEC's intermodal terminals.



### 11.2 – Shipper Responsibilities

The Shipper agrees that it will be solely responsible for packaging, loading, and blocking and bracing the cargo within the container/trailer that will allow for safe transit of the unit to its destined locations. The Shipper also agrees to properly seal the container/trailer with ISO approved seal; as highlighted in *Section 9.3* of this Directory.

### 11.3 – Spotting of Containers/Trailers

When the Shipper/Consignee requests a Carrier to drop or spot a container/trailer at any specified point to load or unload, for and at their convenience, the Shipper/Consignee, as the case may be, shall be responsible for any damage to cargo or property and shall indemnify the Carrier against any legal liability while such container/trailer is in the Shipper's/ Consignee's care, custody and control.

The Shipper/Consignee, as the case may be, shall also be responsible and shall reimburse the Carrier for any physical damage to the container/trailer while in their possession, including loss or theft of container/trailer, or parts thereof, including tires, and shall return container/trailer to the carrier in the same condition as when received.

Applicable charges will be assessed as follows:

Station	Spotting	Pulling	Intra-Plant Respotting	Inter-Plant Respotting
All Stations	\$75.00	\$75.00	\$50.00	\$150.00

### 11.4 – Relocation of Equipment

FEC units dropped at Shipper/Consignee's facility by FECHS (or its representative) can only be removed or relocated from this drop facility by FECHS. Any shipment (empty/ loaded) found to be moved from the original drop location will be subject to a **\$100** penalty and all charges incurred for detention of equipment as defined in *Section 7* of this Directory.

### 11.5 – Driver Assist – Loading and Unloading

Carrier will not load or unload lading nor provide labor, except as requested by customer. To include but not limited to, loading, unloading, counting, and reworks.

#### A. Loading/unloading and driver count charges – flat rate

- Minimum 1 hour:
  - Unloading Charges - **\$75**
- After 1 hour:
  - Each additional 15 minutes - **\$18.75**
- Power detention/waiting time accrues concurrently with unloading charges – see *Section 11.7*
- In the event a Lumper is required to assist in the work/ re-work of a shipment, any additional cost incurred will be assessed against the Shipper or bill to party.

# FEC INTERMODAL SERVICE DIRECTORY

## SECTION 11: FEC DRAYAGE

### 11.6 – Driver Detention/Waiting Time

When FECHS is performing a pick-up or a delivery service, and due to no disability, fault, or negligence on the part of FECHS, the loading and unloading of freight is delayed beyond the free time for loads that are palletized, slip sheeted, or floor loaded, a detention charge of **\$18.75** for each 15 minutes, or fraction thereof, will be applicable.

Free Time is calculated as follows:

- For single-stop pick-ups or deliveries, when live-loading or unloading, per a scheduled appointment date and time, 120 minutes of free time will be allowed. The calculation will begin at the time of the appointment and will close when the container/trailer is released.
- For single-stop pick-ups or deliveries, when requested on a 'first come, first serve basis', 120 minutes of free time will be allowed, with computation of free time beginning at the time the container/trailer arrives at the facility or at the time the facility opens for business, whichever is later.
- For single-stop pick-ups or deliveries that are requested as 'drop and pull', 30 minutes of free time will be allowed prior to detention being assessed. The time will be computed from the Drayman's arrival to the Drayman's departure.
- For multi-stop pick-ups or deliveries, free time of 120 minutes will be allowed for the first stop, and 30 minutes will be permitted for each subsequent stop. In the event, the first stop does not exhaust the permitted free time of 120 minutes, any remaining time will be added to each stop's 30 minutes of free time until the 120 minutes has been dissolved. Free time will be calculated from the time the container/trailer is available for loading or unloading and shall close when the container/trailer is released.

FEC does not recognize prices on prenotes. All prices for services to be rendered must be agreed upon in writing with the FEC Pricing Department.

### 11.7 – Dry Run

When a driver arrives at the shipper to pick up a container/trailer, and leaves without a trailer or container, the move will be considered as a dry run. FEC will assess a charge of **\$1.50**

per mile with a **\$175** minimum; mileage calculations will originate from the terminal of origin to the Shipper's location.

### 11.8 – Stop-Off Privileges

1. Stop-off charge: **\$75** each
2. Final delivery: drayage provided herein at stop-off points, vehicle must remain with container/trailer for unloading.

30 minutes will be allowed for unloading after time of arrival at delivery point. Thereafter, a charge of **\$18.75** for each 15 minutes thereafter, or fraction thereof, will be assessed.

If container/trailer is dropped at Consignee's request, the above stop-offs are not applicable. Drayage charges will be assessed as otherwise provided in this Directory.

Deliveries must be accepted during Customers' normal business hours unless arrangements are made to the contrary in advance.

Deliveries outside of the terminal areas will be charged at the published linehaul rates as found in the FECHS Drayage Circular.

Stop-off Consignee is responsible for securing the load for further movement after each stop-off point.

Above stop-off provisions and charges are applicable only on shipments moving on rate applying to ramp at destination.

### 11.9 – Overweight Fines

A Carrier can only rely on the Shipper's documentation as to the amount of weight on a shipment (empty/loaded). The Shipper must take into consideration the tare weight of the container/trailer, the position of the container/trailer tandems prior to loading and the weight distribution of the lading being shipped, including blocking and bracing, pallets or other dunnage. Any overweight fines or penalties assessed to FECHS will be the responsibility of the Shipper.

No loaded shipment shall be tendered to FEC for transportation when the gross weight or axle weight of such loaded shipment exceeds the maximum gross weight or

# FEC INTERMODAL SERVICE DIRECTORY

## SECTION 11: FEC DRAYAGE

maximum axle weight permissible under Federal, State and/or Municipal weight laws via route over which transportation service is to be performed.

If through error, FEC is tendered a loaded container/trailer exceeding the permissible gross weight or which exceeds the permissible axle weight, any fines or penalties assessed to FECHS, and the amount of the fine or penalty plus a **\$100** service charge will be assessed by FEC to the Bill-to-Party responsible for payment of the transportation charges for the shipment (empty/loaded).

A copy of the law enforcement ticket will be furnished by FEC when billing the responsible Party.

### 11.10 – Out-of-Route Mileage

The FECHS operating system is integrated with the PC Miler System. Unless otherwise indicated, all rates and charges on a per mile basis will be calculated using PC Miler System.

Rates are to apply between specific points and are formulated on basis of Carrier's most direct route from, to, or between such specific points.

In addition to rate applicable, any additional mileage over that mileage of carrier's most direct route will be charged for at a rate of **\$1.50** for each additional mile, subject to a minimum charge of **\$175**, when such additional mileage is caused by conditions outlined below.

**A.** Required use of an alternate route or detour due to weather, road, bridge, or other conditions determined by highway officials

**B.** Specific route requested by the Shipper/Consignee

**C.** Specific route on shipments moving under special permits of a municipal, street, or federal agency, which specify route to be used.

**D.** Diverted, redelivery, refused freight, dry run, or container/trailer ordered but not used.

### 11.11 – Provisions for Overages, Shortages and Damage (OS&D)

**A.** When, upon delivery, there is found to be commodity overages, shortages or damages, the Drayman will

immediately contact FECHS's OS&D office at 305-889-5562. The OS&D officer will call the Shipper for disposition and/or instructions for handling of the shipment in question.

**B.** Upon expiration of free time, the Drayman will remain with the shipment for up to 2 additional hours awaiting disposition. The additional 2 hours for OS&D disposition extends only beyond the actual time needed to unload cargo, detention charges apply after free time expires.

If disposition instructions are not received within that time frame, the shipment will be considered abandoned and the merchandise will be handled through normal salvage channels.

**C.** The Drayman will be instructed by the OS&D office to take the merchandise to the FEC terminal or an alternate third party warehouse. The Shipper will be responsible to any third party warehouse costs associated with the disposition of merchandise and payment of all fees and charges from that facility.

**D.** The Shipper will be responsible for all accessorial charges related to handling shipment, including but not limited to: drayage at **\$1.50** per mile with a **\$175** minimum, waiting time, storage, detention, cleaning of the container/trailer and stop-offs.

**E.** For physical damages to merchandise, the OS&D office must be notified immediately so that the opportunity is provided to inspect and verify the damages.

If there is physical damage to merchandise, or if the container/trailer is returned to the FEC terminal with the merchandise, an additional dray charge of **\$1.50** per mile with a **\$175** minimum for the movement and handling of damaged merchandise.

In addition, should it be necessary to have the container/trailer cleaned because of leakage or damage to cartons, the cleaning charges will be as noted in *Section 7.12.C*.

**F.** Should the damages be as a result of FECHS's handling, a claim must be submitted promptly and with proper documentation provided by the Shipper as outlined in *Section 3*.

# FEC INTERMODAL SERVICE DIRECTORY

## SECTION 11: FEC DRAYAGE

No claim for **\$250** or less of cargo loss or damage will be made by the Shipper or accepted or paid by FEC and Shipper hereby waives any and all recovery, remedies and/or rights with respect to such claims.

**G.** In the event the shipment is returned to the FEC terminal, the Shipper will be allotted 48 hours of free time while FEC awaits disposition. After which, the applicable storage charges as outlined in *Section 10.2.F* will be assessed.

### 11.12 – Return of Pallets, Platforms, Skids, Shipping Devices

Free return of one rail carrier owned, leased or controlled container/trailer will be granted for pallets, platforms, skids or shipping devices after a minimum of nine revenue loads are shipped in the reverse direction. The free movement does not include origin or destination drayage.

Devices must be returned in the reverse of the inbound route in one container/trailer received by the Consignee for an immediately prior loaded movement. The Shipper/Consignee is responsible for loading and unloading. The shipping document must contain the inbound container/trailer numbers and STCC 42 112 25.

### 11.13 Banding

When banding service is requested to be performed by a Carrier, a charge of **\$50** per container/trailer will be assessed in addition to all other applicable charges.

### 11.14 Dunnage

Any temporary blocking, flooring or lining, racks, standards,

strips, stakes or similar bracing, dunnage or support (herein after referred to as dunnage) not constituting a shipping carrier, container or package, or a part of the container/trailer, when required to make shipments secure for transportation, must be furnished and installed by the Shipper at the Shipper's expense. FEC will assess a charge of **\$80** per hour with a 1 hour minimum for dunnage removal, in addition to a stop-off charge.

### 11.15 Tarping and Untarping Services

FECHS will provide tarping and untarping services, when required, for moving of flatbed traffic. The charge for either service is **\$80** per request.

### 11.16 Tolls and Permits

When FECHS is required to purchase a special permit for transporting shipments to specific locations or for specific commodities, a charge of **\$75** per state will be assessed to the party requesting the service.

If the Drayman incurs tolls when delivering a shipment (empty/loaded), the Customer requesting the drayage service will be responsible for charges.

### 11.17 Layovers

When no fault of FEC, and the FEC drayman is required to layover at the point of loading or unloading, a charge of **\$300 per 12 hour period** for the layover, in addition to any applicable detention or other accessorial charges will be assessed against the Shipper.





# FEC INTERMODAL SERVICE DIRECTORY

## SUMMARY OF CHARGES

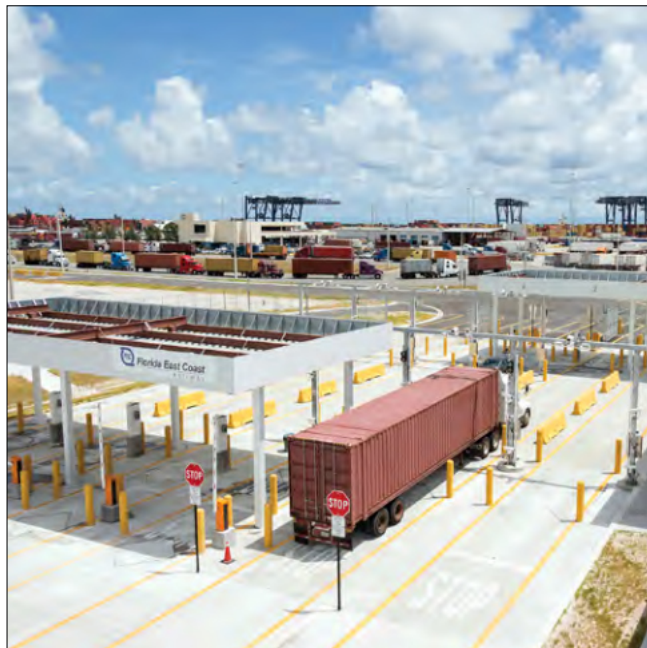
Section #	Description	Charge(s)
4.2	Missing Information within Shipping Instructions for In-Bond Shipments	\$200/unit
4.2	Misuses of FEC Bond	\$10,000/incident
5.4	Returned Check Penalty	\$100/incident
5.10	Requests for Additional Invoice Copies	\$10/invoice
6.2.B.1	Incorrect Commodity Description	\$1000/incident
6.2.B.2	Incorrect IEPQ Use	\$500/incident
6.2.C	Ingate without Billing	\$125/incident
6.2.D	Request to Rebill Charges	\$25/incident
6.4	Cancellations of Shipping Instruction	\$50/incident
6.5.C.1	Removal of a unit at origin prior to loading	\$100/incident
6.5.C.2	Changes to Billing While Unit is Enroute	\$500/unit
6.5.C.3	Request to change billing prior to shipment moving	\$100/unit
6.5.C.4	Request to move unit(s) to another ramp	\$100/unit
6.6.A	Manual Order Entry for Non-Hazardous Shipments	\$50/unit
6.6.A	Manual Order Entry for Hazardous Shipments	\$150/unit
6.7	Diversions	\$250/unit
7.3	Failure to Park Container/Trailer as Requested	\$100/unit
7.3	J1 Reprint	\$25/request

Section #	Description	Charge(s)
7.4	Incorrect Weight Provided in	\$100/unit
7.4	Request to weigh/re-weigh	\$25/request
7.4	Request to weigh/re-weigh without tractor	\$50/request (in addition to \$25 weigh/re-weigh request)
7.8	20' Storage Charges After Free Time Expires Days 1-10	\$75/day
7.8	20' Storage Charges After Free Time Expires Days 10+	\$100/day
7.9	Empty Shipper Equipment Violation	\$125/unit
7.10	Transfer of Container/Trailer from Flatcar to Ground	\$100/unit
7.12.A	Railroad Owned Empty Container/Trailer not Returned to FEC Ramp Loaded	\$100 (+detention)/unit
7.12.B	Railroad Owned Loaded Container/Trailer not Tendered to FEC	\$500 (+detention)/unit
7.12.C.1	Cleaning FEC Equipment Washing Not Required	\$100/unit
7.12.C.2	Cleaning FEC Equipment Washing Required	\$200/unit
7.12.C.3	Cleaning FEC Equipment Steam Cleaning Required	\$500/unit
7.13.B.1	Reservation Penalty Not Picked Up	\$100/unit
7.13.B.4	Reserved Equipment Usage Charge Accrual Days 1-10	\$20/day
7.13.B.4	Reserved Equipment Usage Charge Accrual Days 11-30	\$50/day

## FEC INTERMODAL SERVICE DIRECTORY SUMMARY OF CHARGES

Section #	Description	Charge(s)	Section #	Description	Charge(s)
7.13.B.4	Reserved Equipment Usage Charge Accrual Days 31+	\$100/day	8.3	Hazmat Surcharge	\$80/unit
7.13.C	Misuse and Repositioning Equipment	\$350/unit	8.3	Storage Accrual for Hazmat Leaking Unit	\$500/day
7.14	Detention FEC Equipment at Customer Facility After Free Time Expires Days 1-7	\$25/day	8.5	Shipping Restricted Commodities	\$10,000/unit
7.14	Detention FEC Equipment at Customer Facility After Free Time Expires Days 7+	\$50/day	8.5	Loading of Municipal Garbage Waste in FEC Equipment	\$5,000/unit
7.15.A.1	Additional lift charge	\$100/unit	8.5 <i>Note C.5</i>	Load bar charge	\$25 + additional charges
7.15.A.2	Expedited Grounding	\$100/unit	8.6	Shipment of Prohibited Commodities	\$5,000/unit
7.15.A.3	Chassis Not Available Upon Grounding	\$100/unit	9.2	Storage at FEC Ramp after free time expires Days 1-15	\$75/day
7.15.A.3	Unavailable Chassis for Inbound Container	\$100/unit	9.2	Storage at FEC Ramp after free time expires Days 15+	\$100/day
7.15.A.3	No Chassis at Destination	\$100/day	10.2.F	Destination Storage after free time expires Days 1-10	\$75/day
7.15.C.1	Neutral Chassis use charges after free time expires Days 1 - 10	\$25 per day	10.2.F	Destination Storage after free time expires Days 10+	\$100/day
7.15.C.1	Neutral Chassis use charges after free time expires Days 11 - 30	\$50 per day	10.4.A	Private Chassis Storage after free time expires Days 1-7	\$25/day
7.15.C.1	Neutral Chassis use charges after free time expires Days 31+	\$100 per day	10.4.A	Private Chassis Storage after free time expires Days 7+	\$50/day
7.15.C.4	Neutral Chassis Returned to Wrong Ramp	\$1.50 per mile/\$150 minimum	10.4.B	Private Chassis ingate and outgate empty	\$75/day
7.15.C.4	Neutral Chassis Pre-Authorization of Repairs	up to \$100/unit	10.6.C	Shipments placed in storage or public warehouses	\$330/unit
7.15.C.4	Neutral Chassis Repair Approval within 48hrs	more than \$100/unit	11.3	Spotting of Equipment	\$75/unit
7.15.C.4	Flip Charge Neutral Chassis	\$100/chassis	11.3	Pulling of Equipment	\$75/unit
7.15.D.1	Private Chassis Storage after free time expires after request to remove	\$75/day	11.3	Intra-Plant Respotting	\$50/unit
			11.3	Inter-Plant Respotting	\$150/unit

Section #	Description	Charge(s)
11.4	Relocation of FEC Equipment	\$100/unit
11.5.A.1	Driver Assist Loading/Unloading minimum 1 hour	\$75/unit
11.5.A.2	Driver Assist Loading/Unloading after 1 hour	\$18.75 per 15 minutes/unit (in addition to \$75)
11.6	Driver Detention after free time expires	\$18.75 per 15 minutes/unit
11.6	Driver Detention for drop & pull loads after free time expires (30 minutes free time)	\$18.75 per 15 minutes/unit
11.7	Dry Run	\$1.50/mile (\$175 minimum)
11.8.1	Stop-Off Charges	\$75/stop
11.9	Overweights (in addition to any fines and penalties)	\$100/unit
11.10	Out-of-Route Mileage	\$1.50/mile (\$175 minimum)
11.11.D&E	OS&D dray	\$1.50/mile (\$175 minimum)
11.13	Banding	\$50/unit
11.14	Dunnage removal	\$80/hour 1 hour minimum + stop-off
11.15	Tarping & Untarping	\$80/incident
11.16	Tolls and Permits	\$75/state
11.17	Layover charge	\$300 per 12 hour period
Appendix 2 Note B	Titusville restriction charge	\$250/ occurrence



# FEC INTERMODAL SERVICE DIRECTORY

## APPENDIX A

### A1. Carrier Abbreviations

1. CSX Intermodal (CSXI)
2. CSX Transportation (CSXT)
3. Florida East Coast Highway Services (FECHS)
4. Florida East Coast Railway, LLC (FEC)
5. Norfolk Southern Corporation (NS)

Participating Carriers are sometimes referred to collectively herein as Carrier.

### A2. Rail Points Governed by this Directory (See NOTES)

\*\*See FEC network map page 46

Terminal Location	Serving Carrier	Address
Jacksonville, FL	FEC*	6140 Philips Highway
Cocoa, FL	FEC*	317 Rosa Jones Blvd
Fort Pierce, FL	FEC*	353 Florida Avenue
Fort Lauderdale, FL	FEC*	1500 Eller Drive
Miami, FL	FEC*	7300 NW 69 <sup>th</sup> Avenue
PortMiami	FEC*	1795 Bahama Drive Miami 33132
Atlanta, GA	FEC*	1600 Marietta Road, NW

1. FEC also serves the following cities with drop lots:

- Savannah, GA
- Nashville, TN
- Charlotte, NC
- Port of Palm Beach, FL (See NOTE A)
- COFC capabilities available\*

### A3. Intermodal Service Codes:

Type Of Service	Equipment Ownership	Domestic Code	International Code
Door-to-Door	Railroad	20	20
	Ocean Carrier	40	80
	Private	60	60
Door-to-Ramp	Railroad	22	22
	Ocean Carrier	42	82
	Private	62	62
Ramp-to-Ramp	Railroad	25	25
	Ocean Carrier	45	85
	Private	65	65
Ramp-to-Door	Railroad	27	27
	Ocean Carrier	47	87
	Private	67	67

#### NOTES:

**A.** Shipments to/from the Port of Palm Beach, Florida will be permitted only when special arrangements have been made. FEC will switch cars to or from Port of Palm Beach Junction for interchange with Port of Palm Beach District (PPBD) for switching to or from location served by PPBD. PPBD will be responsible for collecting any applicable switching charge for its service between Port of Palm Beach Junction and Port of Palm Beach. Flatcars will be subject to demurrage rules and charges.

**B.** Service to and from Titusville, Florida is restricted to shipments where the ultimate origin or destination of the shipment in Florida is no further south than Brevard, Osceola, Pinellas, Hillsborough, and Polk Counties.

To comply with the geographic restriction clause mentioned above, all traffic to and from Titusville, Florida requires the shipping document / billing instructions submitted to the FEC include the ultimate Shipper / Consignee location.

Any traffic that does not adhere to this restriction will be subject to a **\$250** charge assessed to the Shipper or bill to party.



# FEC INTERMODAL SERVICE DIRECTORY

## APPENDIX A





# FEC INTERMODAL SERVICE DIRECTORY

## APPENDIX B - GLOSSARY OF TERMS



### **Accessorial Charges**

Charges for a wide variety of services and privileges that are made available in connection with the transportation of goods. Includes all charges other than freight charges.

### **Association of American Railroads (AAR)**

The world's leading railroad policy, research, standard setting, and technology organization that focuses on the safety and productivity of the U.S. freight rail industry.

### **Availability Time**

The time equipment is grounded and available for pickup by the Notify Party.

### **Backhaul**

Hauling loaded cargo back from the initial destination to the originating point.

### **Bad Order**

A container/trailer loaded improperly, mechanically defective, or has safety violations.

### **Banding**

Banding, also known as strapping, is the process of securing a load by use of cables or straps to prevent shifting during transport. Banding is used to create a transportable unit. Types of material used include steel, polyester, polypropylene, nylon, paper, and composites.

All types of tensioned banding, particularly steel, need to be handled carefully to prevent potential injury.

### **Beneficial Owner**

The actual owner of the lading that is being shipped.

### **Billing Carrier**

The Carrier that performs the first linehaul service of a movement. Responsible for preparing the waybill document and transmitting the information to any following Carriers.

### **Bill of Lading**

A shipping form which is a receipt for property and a contract for delivery of goods by a Carrier.

### **Blocking or Bracing**

Approved supports to keep shipments in place in or on rail cars, containers and trailers.

### **Bobtailing**

The movement of empty/loaded containers/trailers from a location without a matching movement from the terminal to that location.

### **Bogie**

A frame with wheels, to which a container is mounted for road transport. More commonly referred to as a chassis.

### **Bonded Warehouse**

A warehouse owned by persons approved by the Treasury Department, an under bond or guarantee for the strict observance of the revenue laws, utilized for storing goods until duties are paid or goods are otherwise properly released.

### **Cargo Manifest**

A shipping document used by customs personnel reviewing a particular transport containers'/trailers' intended trip that summarizes all bills of lading that have been issued by the carrier or its representative for that particular shipment.

# FEC INTERMODAL SERVICE DIRECTORY

## APPENDIX C - GLOSSARY OF TERMS

### **Chassis**

A rubber-tired trailer under-frame on which a container is mounted for road transport.

### **Claims**

A demand, supported by evidence, to show that the claimant has sustained a loss through the negligence of the Carrier.

### **COFC (container on flatcar)**

The movement of a container on a railroad flatcar, done without the container being mounted on a chassis.

### **Common Carrier**

A transportation line engaged in the business of handling persons or goods for compensation and for all persons impartially.

### **Connecting Carrier**

A Carrier that has a direct physical connection with another or forming a connecting link between two or more Carriers.

### **Consignee**

The individual or organization to which freight is shipped.

### **Consignor**

The individual or organization shipping freight to a Consignee via carrier.

### **Container**

A receptacle that resembles a truck trailer without wheel (chassis) that is lifted onto flatcars. Containers are designed for all modes of intermodal transport. Common container lengths are 20, 45, 48 or 53 feet.

### **Container Yard**

A yard used for storage of containers. These can be FEC or externally owned.

### **Crane**

A large machine that straddles the railroad track for the purpose of loading and loading containers and trailers to and from rail cars.

### **Cross-Town**

When a Drayman or railroad delivers a container/trailer from one railroad to another for a continuance movement.

### **Customs Broker**

A company or individual licensed by the Treasury Department to act on behalf of importers/exporters in handling U.S. customs transactions.

### **Delivery Receipt**

A document dated and signed at delivery, stating the condition of the freight at delivery.

### **Demurrage**

A penalty for exceeding free time allowed for loading or unloading at a pier or freight terminal.

### **Detention**

A charge assessed when equipment has been kept from the equipment owner beyond the allotted free time made on containers/trailers held by or for a Consignor/Consignee for loading or unloading, forwarding directions or any other purpose.

### **Diversión**

A change made to the route of a shipment while in transit.

### **Door-to-Door**

A movement of lading from the Customers front door to the receivers front door.

### **Double-Stack**

The movement of containers on railcars which enable one container to be stacked onto another for better ride quality and railcar utilization.

### **Drayage**

The truck movement of containers/trailers to or from an intermodal terminal to or from the Customer's facility.

### **Drayman**

A person employed to dray a container/trailer from one location to another.

### **Driver Assist**

Drayman has been requested to assist in the loading/unloading of a container or trailer.

### **Drop and Pull**

The placement or removal of equipment from any given location.

# FEC INTERMODAL SERVICE DIRECTORY

## APPENDIX C - GLOSSARY OF TERMS

### **Dry Run**

When a Drayman has been dispatched to pull equipment (loaded/empty) and upon arrival, has been released without the equipment.

### **Dunnage**

Material used to protect and support freight in containers/trailers.

### **EDI (Electronic Data Interchange)**

The process of sending and retrieving information electronically, i.e. bills of lading, freight bills, etc.

### **Embargo**

To resist or prohibit the acceptance and handling of freight. An embargo may be caused by acts of God such as weather, and congestion, etc.

### **Enroute**

In transit to destination.

### **Export**

To send goods and services to another country.

### **FAK**

An acronym for Freight of All Kinds, which is a shipping classification usually referring to three or more different commodities shipped as a single freight class.

### **Flatcar**

A freight car that has a floor without any housing or body above. Often used to carry containers/trailers or over dimensional commodities. The three types of flatcars used in intermodal are conventional, spine and stack cars.

### **Flip**

When a container is picked up off of the ground and mounted on a chassis for road transport.

### **Flip Charges**

Charges assessed to a Shipper when FEC is required to provide an unnecessary or extra flip. An example of this is when a private container is grounded off of a train and no chassis is available at that time. A flip charge is assessed because a flip is required at a time after the train is unloaded.

### **Foreign Carrier**

A term used by a carrier in making references to all other carriers collectively.

### **FRA**

Federal Railroad Administration - The FRA deals specifically with transportation policy as it affects the nation's railroads and is responsible for enforcement of rail safety laws.

### **Free Time**

The time period allowed before storage or detention charges begin to accrue.

### **Freight Bill**

A shipping document that gives a description of the freight, its weight, amount of charges, taxes and whether the bill is collect or prepaid. If bill is prepaid, freight charges are paid by shipper. If bill is collect, freight charges are paid by the receiver of the goods or a third party.

### **Freight Forwarder**

One who assembles small shipments into one large shipment which then is tendered to a regulated over the road carrier. Upon reaching destination, the shipment is separated into small shipments and delivered.

### **Gate**

A point at an intermodal terminal where a clerk checks in and out all containers and trailer.

### **Gate Cut-Off**

The time a container or trailer must be ingated at a terminal to meet a scheduled train loading for on-time departure.

### **Gateway**

A point through which freight commonly moves from one territory or carrier to another.

### **Grounding**

The event when a container or trailer is taken off of the train and placed on the ground for customer pickup. At this time, the container is mounted on a chassis and the notify party is notified.

### **Hazardous Material (HAZMAT)**

Substance or combination thereof of which, because of its quantity, concentration, physical or chemical characteristics, may cause or significantly pose a substantial hazard to

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## APPENDIX C - GLOSSARY OF TERMS

human health or the environment when improperly packaged, stored, transported or otherwise managed.

### **Headhaul**

Rail or truck term used to define the highest revenue generating shipping lane from shipper to receiver.

### **Hitch Utilization**

The method of utilizing every space available on a doublestack car. A slot includes the space above a container when another container can be double-stacked. A five platform double-stack car has 10 slots available for loading. If all 10 slots are loaded, you have 100% slot utilization.

### **IMC**

An acronym for Intermodal Market Company. IMCs purchase rail and truck transportation services, utilize equipment from multiple sources, and provide other value-added services under a single freight bill to the ultimate shipper. Examples are: ship-rail, rail-truck.

### **Importer**

The party who purchases goods for importation into a country and/or who stands responsible for the processing and correctness of the Customs entry, and payment of Customs duty, if any.

### **Inbond**

When lading clears customs at the ultimate destination instead of at the border.

### **Ingate**

The process of checking a container or trailer into the intermodal facility. The ingate process includes inspection of the unit, reservation confirmation, the input of data into FEC's computer system and the completion of the J1.

### **Inland Carrier**

A transportation company which hauls export or import traffic between ports and inland points.

### **Intra-plant Respotting**

The movement of empty/loaded trailers/containers from one location to another at the same warehouse or within the same plant.

### **Inter-plant Respotting**

The movement of empty/loaded trailers/containers from one

plant or warehouse to another.

### **Interchange**

The transfer of physical possession of intermodal equipment from one segment of the logistics supply chain to another.

### **Interchange Agreement**

An agreement between an equipment provider and a drayage company that allows a specific drayage company to drop off or pick up FEC or private intermodal equipment at the said railroad's facilities.

### **Interline Freight**

Freight moving from point of origin to destination over two or more transportation lines.

### **Intermodal**

Transport of freight by two or more modes of transportation. Examples are: ship-rail, rail-truck.

### **Intermodal Terminal**

A railroad facility designed for the loading and unloading of containers and trailers to and from flat cars for movement on the railroad and subsequent movement on the street or highway.

### **J1**

A report completed during the ingate and outgate process. The J1 details damage to the unit, container information, shipping information, Drayman involved and time of ingate/outgate.

### **Lading**

That which constitutes a load. The freight in or on a rail car, container or trailer.

### **Landing Gear**

Moveable metal legs on the front of a semi-trailer which support the trailer when not connected to a tractor.

### **Lift**

The process of moving a container or trailer to and or from a rail car.

### **Live Load**

When a drayman stays with a container or trailer while being loaded or unloaded.



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## APPENDIX C - GLOSSARY OF TERMS

### **Load Shift**

The term when the contents of a container or trailer are shifted inside the unit before it arrives at the final destination.

### **Local Move**

A railroad movement in which only one road haul carrier participates. The one carrier serves both the origin and destination station.

### **LTL (Less Than Truckload)**

A shipment that would not by itself fill the truck to capacity by weight or volume.

### **Lumper**

A person, other than the Drayman, hired to assist with the unloading or loading of a container or trailer.

### **Manifest**

List of cargo on a vessel. Motor Carrier A freight carrier using a motorized highway/road conveyance.

### **Notify**

The event when the Notify Party is notified by FEC that the container/trailer is available for pickup.

### **Notify Party**

The party that is notified at the time a container or trailer is grounded from a train.

### **Ocean Bill of Lading**

Receipt and contract of carriage with an Ocean Carrier movement of goods between ports.

### **Off Junction**

Location where interchange to another carrier takes place.

### **Over the Road (OTR)**

Refers to movement of a truck over the road instead of an intermodal movement.

### **Outgate**

The process of checking a container or trailer out of an intermodal facility. The outgate process includes inspection of the unit, input of data into FEC's computer system and the completions of the J1.

### **Packing List**

A detailed specification as to goods packed into a container or trailer.

### **Pad**

An area within a parking lot or intermodal terminal designated for a particular type of container or trailer, such as loaded outbound.

### **Pallet**

A wooden, paper or plastic platform usually with a top and bottom, on which packaged goods are placed to facilitate movement by some type of freight handling equipment.

### **Per Diem**

Charge based on a fixed rate per day which a carrier makes against another carrier or customer for use of its containers or trailers.

### **Pickup Number**

A secure number provided to parties listed on the waybill that allows only those parties to receive a container in order to outgate from the ramp facilities.

### **Placard**

A sign affixed to a rail car or truck, which indicates the hazardous designation of the product being transported in that container/trailer.

### **Pool**

An assigned group of containers/trailers or cars used to fulfill transportation requirements of a Customer.

### **Port Charge**

A charge for services rendered at ports.

### **Port of Call**

A port where a ship discharges or receives cargo.

### **Port of Entry**

A port at which foreign goods are admitted into the receiving country. Ports of entry are officially designated by the government.

### **Private Equipment**

Equipment whose ownership is vested in a person or company that is not engaged in the service of common carriage.

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### **Pulling**

The movement from a location designated by Consignor/Consignee, or Agent of an empty/loaded container/trailer to a rail terminal for outbound movement or of an empty container/trailer being returned to rail terminal after loaded for inbound rail movement.

### **Rail Owned Equipment**

Equipment owned or leased by a railroad. Each railroad considers their own equipment as system equipment.

### **Ramp**

A term for an intermodal terminal.

### **Ramp-to-Door**

A movement of lading from the intermodal ramp closest to the customer to the receivers door (dock).

### **Ramp-to-Ramp**

A movement of lading from the intermodal ramp closest to the customer to the closest intermodal ramp to the receiver.

### **Revenue Empty**

Movement of an empty container or trailer that generates revenue for the railroad.

### **Reverse Route**

The exact reverse of the route a loaded car traveled from its destination, including all carriers and junctions involved.

### **Rubber Wheel Interchange**

Containers or trailers that are interchanged between two railroads by means of drayage.

### **Rule 11**

A railroad accounting term which refers to a customer shipping their freight "pre-paid" to an intermediate point and "collect" beyond that intermediate point to the final destination.

### **Seal**

A device for fastening or locking the doors of a rail car, container or trailer. This is done for security and integrity of the shipment.

### **Spotting**

The movement from rail terminal to location designated by Consignor or Consignee, or Agent, of empty/loaded trailer/container following inbound rail movement or of an empty

container/trailer for loading and outbound rail movement.

### **Standard Transportation Commodity Codes (STCC)**

The STCC system is a 7-digit coding structure designed to classify all commodities or articles which move or may move in freight transportation.

### **Steel Wheel Interchange**

Containers/trailers that are interchanged between two railroads while on the railroad flatcar.

### **Storage Charge**

A charge assigned to the Shipper/Consignee for holding containers or trailers at an intermodal terminal beyond the free time allotted to them.

### **Street Time**

The time a container or trailer is away from the possession of the railroad.

### **Tare Weight**

The weight of a container and the material used for packing. As applied to a car/trailer, the weight of the car/trailer exclusive of its contents.

### **Tariff**

A legal listing of rates used when moving regulated traffic by rail.

### **TEU**

An acronym for Twenty-foot equivalent unit. The common unit used in indicating the capacity of a container vessel or terminal. A 40-foot container is equal to two TEU's.

### **Through Rate**

A rate applicable from origin to destination over two or more rail carriers.

### **Trailer On Flatcar (TOFC)**

A rail trailer or container mounted on a chassis that is transported on a rail car. Also known as piggyback.

### **Trailer**

A rectangular shaped box with permanent wheels attached for the transport of goods on rail, highway or a combination of both.

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### **Transit Time**

A time period for freight to move between two points (i.e., from shipper to consignee).

### **Transload**

To physically transfer product from one transportation container/trailer to another.

### **Truckload**

Full truckloads, also known as FTL or sometimes TL, utilizing van or flatbed trailers, depending upon shipment configuration. Truckload Carrier Trucking company which dedicates trailers to a single shipper's cargo.

### **UIIA**

An acronym for Uniform Intermodal Interchange and Facilities Access Agreement, is a standard equipment interchange contract used in the intermodal industry that has been developed by water, rail and motor carriers and

is administered by the Intermodal Association of North America.

### **Waybill**

A document covering a shipment and showing the forwarding and receiving station, the names of consignor and consignee, the car initials and number, the routing, the description and weight of the commodity, instructions for special services, the rate, total charges, advances and waybill reference for previous services and the amount prepaid.

### **Well Car**

An intermodal flatcar that was specifically designed to place one container on top of another better utilization and economics. Referred to as a well car because the cars are depressed in the center to allow clearance of the doublestacked containers when moving under low-lying structures.



## FEC INTERMODAL SERVICE DIRECTORY APPENDIX C - AMENDMENTS

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