

Optional Services Catalog

--Customer Switching and Accessorial Services



MMRR is a RailAmerica company

www.railamerica.com

Please contact your local marketing representative if you have any questions concerning this service.

Mr. Ken Livingston

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Vassar, MI 48768

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This document is subject to the terms, conditions and guidelines provided in RailAmerica Tariff RA-1000.

The RA 1000 Section VI provides guidelines and provisions for switching and other accessorial charges. Please review these provisions as it applies to your business on the MMRR. Any charges not covered on this MMRR 7006 are subject to rules and provisions found in the RA 1000 Series Tariff.

MMRR 7006-3

(Cancels Prior Issues)

Mid-Michigan Railroad

Customer Switching

Billing Guarantee

Timely Invoicing

Our top priority is to provide safe, reliable transportation for our customers. Part of that commitment is to maintain a fluid and adequate supply of rail cars and to ensure that all railcar assets, both railroad and privately-owned, are utilized as optimally as possible.



CHARGE SCHEDULE

Intra-Plant Switch	\$175	Item 1000
Intra-Terminal Switch	\$275	Item 1010
Inter-Terminal Switch	\$275	Item 1020
Diversion/ Reconsignment	\$350	Item 1650
Error Moves	\$390	Item 1040
Car Released Without Bill of Lading	\$150	Item 1050
Special Train Charges	Minimum \$1,000 (after 8 hrs - 135/hr)	Item 1070
Closing Doors	\$150	Item 1080
Overload Charges	\$500	Item 1090
Weighing	\$200	

See Addendum 1
for additional
switching charges
on the MMRR

BILLING GUARANTEES

As part of our efforts to streamline the billing process, we are committing to an expedited and simple billing process.

BILLING – ON TIME

ITEM 1100

We commit to bill you on time

We will issue Customer Switching and Accessorial Services invoices monthly.

BILLING DISPUTES

ITEM 1110

We commit to addressing disputed bills quickly

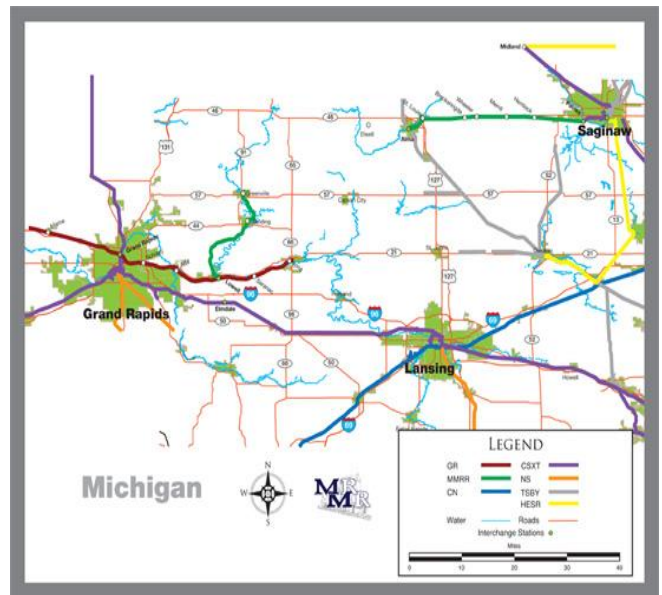
If you believe that there has been a billing error, we want to make it right as quickly as possible. To be eligible for this guarantee, you must submit your claim, in writing, within 30 days of the invoice date to **TLC Midwest 101 Enterprise Dr. Vassar, MI 48768**. Along with a brief description, your claim must include the car initial and number and the related invoice number.

GUARANTEED ON-TIME RESPONSE

ITEM 1120

If we don't respond within 30 days, your dispute will be accepted "as is."

We are committed to responding to your claim in a timely manner. If we do not respond to your dispute, in writing, within 30 days your dispute will be accepted as is.



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MMRR

Switching – Turning of Cars to Permit Unloading

- 1) In instances where it is desired that freight in carloads be placed on delivery tracks for loading at stop-off points or unloading at stop-off points or destinations from one particular side or end of car, cars must be properly placarded on both sides and notation made on Bill of Lading and waybill substantially as follows:

NOTICE TO CARRIER

Deliver car for loading or unloading from the door or end specified by placard.

- 2) When freight in carloads is not properly placarded on both sides of car to load or unload from one particular side or end of car, shipper or consignee directs carrier to turn and return to their track for loading or unloading, the following charge shall apply:

Charges (See Note A)

<u>If a car is turned at a "Y"</u>	<u>Charge Per Car</u>
A. Within the corporate limits of the station at which "Y" is located	\$110.00
B. Outside the corporate limits of such station	\$260.00

NOTE A – If Bill of Lading carries notation that car has been placarded, and placard has disappeared before placement, the charge named herein will not apply.

Unit Train Switching Charges

On multiple car shipments when additional switching is required at one location, a charge of **\$750.00** for each additional switch shall be assessed. There shall be no charge for first placement of empty cars of final pulling offloaded cars for furtherance.

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MMRR

Handling of Empty Freight Cars

*This provision will not apply when the empty movement is immediately preceded by a loaded revenue movement on **MMRR** and empty is returned to original interchange or if the empty movement is immediately followed by a loaded revenue movement on **MMRR**.*

This provision applies on all types of rail cars, including, but not limited to, cars provided by railroads, leased cars and cars bearing other than railroad reporting marks, but not including passenger train cars.

The charge for movement of empty cars is \$300. **MMRR** will not be responsible for the payment of any per diem or mileage charges, nor will **MMRR** absorb any switch charges. This rate will apply only to movement of cars in regularly scheduled train service.

If special train service is required for movements other than those listed above, charges contained in the Charge Schedule on page 2 of this Catalog will apply.

MMRR's maximum liability for loss and damage is \$100.00 per railcar.