

Optional Services Catalog

--Customer Switching and Accessorial Services



SJVR is a RailAmerica company

www.railamerica.com

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

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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 SJVR. Any charges not covered on this SJVR 7006 are subject to rules and provisions found in the RA 1000 Series Tariff.

SJVR 7006-15

(Cancels All Previous Issues)

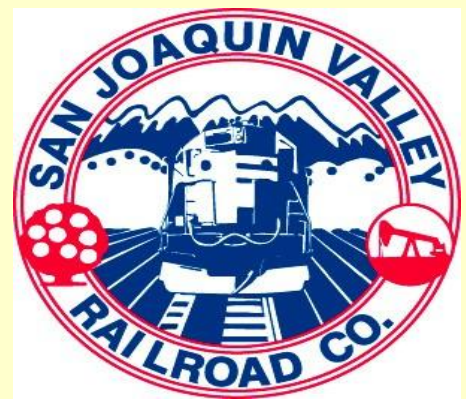
San Joaquin Valley Railroad

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	\$200	Item 1000
Intra-Terminal Switch	\$225	Item 1010
Inter-Terminal Switch	\$425	Item 1020
Diversion/Reconsignment	\$350	Item 1650
Error Moves	\$450	Item 1040
Car Released Without Bill of Lading	\$200	Item 1050
Special Switching Service	1-4 hrs \$1,000 4-8 hrs \$2,225 8-12 hrs \$290/hr	Item 1060
Special Train Charges	\$2,225	Item 1070
Closing Doors	\$175	Item 1080
Overload Charges	\$500	Item 1090
Empty Cars Ordered but Not Loaded	\$500	Item 1500
Cars Ordered and Cancelled While Enroute	\$150	Item 1510
Cars Received and Refused Due to Improper Condition	\$445	Item 1520
Empty/Loaded Cars Released but Not Available to Pull	\$500	Item 1530
Empty/Loaded Cars Ordered In But Unable to Place	\$500	Item 1540
Weighing	\$300 Industry Scales	

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: **Revenue Billing, 7411 Fullerton St. Ste 300, Jacksonville, FL 32256.** Along with a brief description, your claim must include the car initial and number and the related invoice number. You may also submit your dispute electronically to:

SJVR-billing@railamerica.com

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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ADDENDUM 1 SJVR

SURCHARGES: The surcharge payments shown below are payable by the shipper or consignor on outbound shipments and receiver or consignee on inbound shipments at San Joaquin Valley Railroad Co. stations on shipments originating or terminating at said stations. These surcharge payments are to be collected by and accrue solely to the San Joaquin Valley Railroad Co. The surcharges established in the following table are not freight or other lawful charges within the meaning of section 7 of the uniform bills of lading and the execution of section 7 shall not in any way relieve the shipper/consignor nor receiver/consignee from liability for the payment of the surcharges set forth in this table. When more than one surcharge applies each surcharge will be assessed. All surcharge fees must be paid in advance.

SJVR STATIONS	SURCHARGE	EFFECTIVE DATE
South of Lindsay including Strathmore	\$2,850.00	10/7/2008
Lamont	\$3,675.00	4/21/2009
Patch	\$3,675.00	4/21/2009
Ribier	\$3,675.00	4/21/2009
Di Giorgio	\$3,675.00	4/21/2009
Arvin	\$3,675.00	4/21/2009
Hollis	\$2,439.00	07/01/2011
Levee	\$2,150.00	4/21/2009
Oxalis	\$909.00	08/01/2010
Lindsay (Exeter Sub Only)	\$956.00	05/15/2011
Ivanhoe	\$875.00	07/01/2011

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Empty Cars Ordered and Not Used from the Union Pacific Railroad or BNSF Railroad

When an empty car is rejected by the shipper as being unfit for loading or if it is not the correct equipment ordered and the car was originally received from the BNSF or the Union Pacific Railroad, a charge of \$445 will be assessed to Union Pacific or BNSF. This item supersedes any other published charge for this activity.

Call Outs/Car Repairs

When it is necessary for Carrier to close or open doors, hatches, gates or secure tie down devices on empty or loaded cars, a charge of \$175 will be assessed against the customer releasing said car. In addition, when Carrier is required to repair damage to cars caused by customer, all costs of repairs will be charged to the customer. Outbound loaded cars or released empty cars will not be moved unless all doors, hatches, gates and tie down devices are secured.

Handling of Empty Freight Cars

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

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 \$2.00 per mile, subject to a minimum of 150 miles. **SJVR** will not be responsible for the payment of any per diem or mileage charges, nor will **SJVR** 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.

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

Ordering Cars by Specific Car Number

Customers ordering cars in by specific car number, versus date order as they were received in carrier's yard, will be assessed a charge of \$75.00 per car unless otherwise covered under a separate agreement.

Railcars Rejected by Customer as Unsuitable For Loading Customer-refused Loaded Cars

Empty railcars rejected as unsuitable for loading and loaded railcars refused at destination without being unloaded are allowed two days of free time for inspection and release. Customers choosing to keep railroad-owned cars, or private cars on railroad property, beyond that time will be billed the Extended Asset Use charge as listed in the current SJVR Tariff.