



Toledo, Peoria & Western Railway

A RailAmerica Company



Freight Tariff TPW-011-A (Cancels TPW-011)

NAMING
LOCAL & PROPORTIONAL RATES
ON CARLOADS OF SEEDS BETWEEN STATIONS
OF
THE TOLEDO, PEORIA & WESTERN RAILWAY

This tariff applies on interstate traffic and intrastate traffic in the States of Illinois and Indiana

NOTICE

The provisions herein will, if effective, not have a negative impact on the quality of the human environment or energy consumption

Governed, except as otherwise noted, by the Uniform Freight Classification (UFC), as provided in Item 5

Issued: May 26, 2009

Effective: June 15, 2009

Issued By:
Toledo, Peoria & Western Railway
1990 East Washington Street
East Peoria, IL 61611

APPLICATION OF RULES AND ACCESSORIAL CHARGES				
ITEM 10	This Tariff, unless otherwise noted, is governed by all rules and charges of FT TPW 6000 Series, FT TPW 8000 Series, FT TPW 9002 Series and FT TPW 9300 series,			
PAYMENT AND CREDIT TERMS				
ITEM 90	<p>All charges under this tariff must be prepaid, unless a satisfactory line of credit is established with TPW. Charges for services rendered under terms of this tariff will accrue against the customer located on the TPW, unless other arrangements have been made with TPW prior to performance of service. An Application for Credit Form is appended to this tariff.</p> <p>All payments for services covered herein are due and payable within fifteen (15) days following the Freight Bill date. The rules applicable to payments and credit terms are in accordance with those found in 49 CFR 1320. Payments received after the expiration of the credit period shall be subject to a service charge of one and one-half percent (1 1/2%) per month (or fraction thereof) of the outstanding balance.</p>			
LIST OF COMMODITIES				
ITEM 200	Rates named in this Tariff apply on the following commodities as described in STCC 6001 Series			
	STCC	COMMODITY		
	0113925	millet		
	0114210	flax		
	0114940	sunflower seeds		
	0113655	milo		
	0114935	safflower seed		
	2047110	Bird Food		
RATE INDEX				
ITEM 400 (A)	<p>Unless otherwise provided no switch charges will be absorbed at origin or destination. All unabsorbed switch charges will be in addition to these rates.</p> <p>Reverse Application applies.</p> <p>RR applies to shipments in railroad supplied cars.</p> <p>PVT applies to shipments in shipper supplied cars paying no mileage allowance.</p>			
ORIGIN	DESTINATION	ROUTE	PVT Cars	RR Cars
Peoria, IL	Goodland, Remington, IN	TPW Direct	\$550	\$650
ORIGIN	DESTINATION	ROUTE	PVT Cars	RR Cars
Reynolds, IN	Goodland, Remington, IN	TPW Direct	\$450	\$500
*TPW absorbs one TZPR intermediate switch charge with this rate; no other switching absorbed.				

ITEM 600	EXPLANATION OF ABBREVIATIONS
BLOL	Bloomer Shippers Connecting Railroad Company
BNSF	Burlington Northern Santa Fe Railway
CERA	Central Railroad Company of Indianapolis
CN	Canadian National Railway
CSX	CSX Transportation
IAIS	Iowa Interstate Railroad, LTD.
IL	Illinois
IMRR	Illinois & Midland Railroad, Inc.
IN	Indiana
KBSR	Kankakee, Beaverville and Southern Railroad Company
LER	Logansport & Eel River Short-Line Co., Inc.
NEC	Not Elsewhere Classified
NS	Norfolk Southern
STCC	Standard Transportation Commodity Code
TZPR	Tazewell and Peoria Railroad
UP	Union Pacific Railroad
WSRY	Winamac Southern Railway

Toledo, Peoria & Western Railway

1990 East Washington St. East Peoria, IL 61611 • 561-226-6809 • Fax 561-241-5397 •

Email Address: astephens@railamerica.com

Application for Credit

Line of Credit Requested \$ _____ Present Balance \$ _____ Date ____/____/____

Company Name _____ Phone _____
(Area code & number)

D/B/A _____ For Past _____ Years

Address _____
(Street) (City) (State) (Zip)

Former Business Address (If Applicable)

Federal Tax I D Number _____

OWNERSHIP: Sole Owner Partnership Corporation

Date Started/Incorporation Date _____ Have you ever operated under a different name? Yes ___ No ___

If yes, give name and address _____

TRADE REFERENCES: (Minimum of 3)

Name _____ Address _____ Phone _____ Acct. No. _____

Name _____ Address _____ Phone _____ Acct. No. _____

Name _____ Address _____ Phone _____ Acct. No. _____

BANK REFERENCE: Checking Savings Loan

Name _____ Dept. _____ Acct. No. _____

Mailing Address _____ Phone No. _____

CITY _____ STATE _____ ZIP CODE _____

TYPE OF BUSINESS: _____
TAX EXEMPTION #: _____ STATE ISSUED: _____

**ADDITIONAL INFORMATION TO BE
COMPLETED ON NEXT PAGE**



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OUR TERMS ARE NET 15 DAYS FROM DATE OF INVOICE. APPLICANT'S SIGNATURE ATTESTS FINANCIAL RESPONSIBILITY, ABILITY, AND WILLINGNESS TO PAY OUR INVOICES IN ACCORDANCE TO TERMS. A SERVICE CHARGE OF 1 ½% PER MONTH, WHICH IS AN ANNUAL RATE IF 18%, WILL ACCRUE 30 DAYS AFTER INVOICE DATE.

I AUTHORIZE YOU TO CONTACT REFERENCES AND TO OBTAIN INFORMATION FROM OUTSIDE RESOURCES THAT MAY BE NEEDED TO OBTAIN CREDIT.

THE APPLICATION HAS BEEN CAREFULLY PREPARED BY THE UNDERSIGNED AND IS TO MY KNOWLEDGE COMPLETE, ACCURATE, AND TRUTHFUL.

IF MY ACCOUNT IS ACCEPTED, I AGREE TO PAY ACCORDING TO YOUR TERMS OF SALE. I FURTHER AGREE TO PAY ALL COLLECTION COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES INCURRED BY YOU IN COLLECTING OR ATTEMPTING TO COLLECT SUCH ACCOUNT.

FIRM NAME

DATE

SIGNATURE

TITLE

INDIVIDUAL PERSONAL GUARANTEE

Date _____

I, _____, residing at _____

For and in consideration of your extending credit at my request to _____

(Name of Company)

(herein referred to as the "Company"), of which I am _____, hereby personally guarantee to you the

(Title)

payment at _____ in the State of _____ of any obligation of the Company and hereby agree to bind myself to pay you on demand any sum which may become due to you by the Company whenever the Company shall fail to pay the same. It is understood that this guaranty shall be a continuing and irrevocable guaranty and indemnity for such indebtedness of the Company. I do waive notice of default, non-payment, and notice thereof and consent to any modification of renewal of the credit agreement hereby guaranteed.

WITNESS _____ GUARANTOR _____ DATE _____

(Signature)

(Signature)

ADDRESS _____

JOINT PERSONAL GUARANTEE

Date _____

We, _____ and _____ his/her _____ residing at _____

_____, for and in consideration of your extending credit at my request to _____

(Name of Company)

(Name)

is _____, hereby personally guarantee to you the payment at _____

(Title)

in the State of _____ of any obligation of the Company and we hereby agree to bind ourselves to pay you on demand any sum which may become due to you by the Company whenever the Company shall fail to pay the same. It is understood that this guaranty shall be a continuing and irrevocable guaranty and indemnity for such indebtedness of the Company. We do hereby waive notice of default, non-payment and notice thereof and consent to any modification or renewal of the credit agreement hereby guaranteed.

WITNESS _____ GUARANTOR _____ DATE _____

(Signature)

(Signature)

WITNESS _____ GUARANTOR _____ DATE _____

(Signature)

(Signature)



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