

GRENADA RAILROAD

FREIGHT TARIFF GRYR 8008-B

GRYR 8008-B contains all revisions and replaces GRYR 8008-A in its entirety

RUSA-8100 PROVISIONS ALSO APPLY



CONTAINING LOCAL RATES, RULES, REGULATIONS AND CHARGES GOVERNING SWITCHING, DEMURRAGE AND WEIGHING ALSO MISCELLANEOUS RULES AND CHARGES APPLYING FROM, TO, BETWEEN AND AT STATIONS ON THE GRENADA RAILROAD, LLC

THIS DOCUMENT APPLIES ONLY TO FREIGHT TRAFFIC

PASSENGER, REAL ESTATE, AND OTHER TRANSACTIONS MUST BE QUOTED INDEPENDENTLY

LOCAL TARIFF

This tariff is also applicable on Intrastate traffic, except where expressly provided to the contrary in connection with particular rates and provisions contained herein.

ISSUED: 12/1/2021

EFFECTIVE: 1/1/2022

ISSUED BY

CASSIE DULL

CHIEF COMMERCIAL OFFICER

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CANCELLATION NOTICE

Freight Tariff GRYR 8008-B cancels Freight Tariff GRYR 8008-A, as supplemented, in its entirety.

Provisions formerly shown in Freight Tariff GRYR 8008-A and not brought forward in Freight Tariff GRYR 8008-B are hereby canceled.

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ITEM 5 – DESCRIPTION OF GOVERNING CLASSIFICATIONS

The terms “Governing Classifications” and “Uniform Freight Classification” when used herein, mean: Uniform Freight Classification 6000-Series, issued by National Railroad Freight Committee, Agent.

ITEM 10 – STATION LISTS AND CONDITIONS

This tariff is governed by Official Railroad Station List OPSL 6000-Series, Railinc, Agent, to the extent shown below:

PREPAY REQUIREMENTS AND STATION CONDITIONS

(a) For additions and abandonments of stations, and except as otherwise shown herein, for prepay requirements, changes in names of stations, restrictions as to acceptance or delivery of freight, and changes in station facilities.

When a station is abandoned as of a date specified in the above named tariff, the rates from and to such station as published in this tariff is inapplicable on and after that date.

GEOGRAPHICAL LIST OF STATIONS

(b) For geographical locations of stations referred to in this tariff by station numbers.

STATION NUMBERS

(c) For the identification of stations when stations are shown or referred to by numbers in this tariff.

ITEM 20 – REFERENCE TO TARIFFS, ITEMS, NOTES, RULES, ETC..

Where reference is made in this tariff to tariffs, items, notes, rules, etc., such references are continuous and include supplements to and successive issues of such tariffs and reissues of such items, notes, rules, etc.

ITEM 30 – CONSECUTIVE NUMBERS

Where consecutive numbers are represented in this tariff by the first and last numbers connected by the word “to” or a hyphen, they will be understood to include both of the numbers shown.

If the first number only bears a reference mark, such reference mark also applies to the last numbers shown and to all numbers between the first and last numbers

ITEM 40 – METHOD OF CANCELLING ITEMS

As this tariff is supplemented, numbered items with letter suffixes cancel correspondingly numbered items in the original tariff or in a prior supplement. Letter suffixes will be used in alphabetical sequence starting with A.

Example-Item 5-A cancels Item 5 and Item 10-B cancels Item 10-A in a prior supplement, which in turn, cancelled Item 10.

ITEM 50 – MILEAGE ON PRIVATE CARS

The Carrier will not pay mileage charges on privately owned cars when moving from, to or via stations on the Carrier road

ITEM 60 – PAYMENT AND CREDIT TERMS

All charges under this tariff must be prepaid, unless satisfactory arrangements with the Carrier have been made prior to performance of service.

Charges for services rendered under terms of this tariff will accrue against the customer located on the Carrier or against the responsible rail carrier involved, unless arrangements to the contrary have been made with the Carrier prior to performance of service.

All payments for services covered herein are due and payable within fifteen (15) days following the invoice date. Payments received after expiration of the credit period shall be subject to a service charge of one and one-half percent (1 ½%) per month on the delinquent balance

ITEM 65 – APPLICATION FOR CREDIT

All Consignors, Consignees or agents thereof conducting business with the Carrier, or on the Carrier's property, will be required to apply for credit with the Carrier.

All railroads, except Class 1 rail carriers, shall be required to establish credit with the Carrier.

All extensions of Credit will be determined by the Carrier.

Application for credit must be submitted on GRYR "Application for Credit Form" found at www.RailUSA.com/Services/Tariffs

Form" provided on the last pages of this tariff via email to: AccountsReceivable@GrenadaRailroad.com

ITEM 70 – SECURITY DEPOSITS FOR PAYMENT OF TRANSPORTATION, ACCESSORIAL AND/OR SURCHARGES

Security Deposit against any transportation, accessorial charges, and/or surcharges that may accrue will be required from every Consignor, Consignee, or agent thereof who has not been approved for credit by the Carrier; or has failed to maintain a current status on payment of transportation, accessorial charges and/or surcharges.

The deposit must be paid before any freight car is delivered to such Consignor, Consignee, or agent thereof for Loading or Unloading. A deposit on one unit of equipment is not transferable to another. See GRYR-8008-B Price Sheet for deposit amounts.

Once the Consignor, Consignee, or agent thereof has established credit with Carrier, or has paid all outstanding charges and has given assurance to the satisfaction of the Carrier that future charges will be paid timely, the Carrier will refund the balance of the deposit to the Consignor, Consignee, or agent thereof in the month following said satisfaction after deducting any and all unpaid charges.

Security deposits will no longer be required after the Consignor, Consignee, or agent has:

- A. Been approved for credit by Carrier, or
- B. Paid all outstanding charges and has given assurance to the satisfaction of the Carrier that future charges will be paid within the time prescribed.

ITEM 75 – PAYMENT OF CHARGES, EXTENSION OF CREDIT

Customers not on credit must pay freight and other accrued transportation charges prior to transportation of a shipment if it is tendered "prepaid" and prior to placement of a shipment if it is tendered "collect".

Freight and other accrued transportation charges may not be offset by overcharge, freight damage or other claims.

The Carrier reserves the right to cancel the credit of any party and place the responsible party (Consignee, Consignor, or other billed party) on a cash basis.

ITEM 80 – LOADING AND UNLOADING

Consignors must load all cars in accordance with the Association of American Railroad's Circular 42 Series and appropriate AAR commodity loading publications and revisions thereof, or as approved by the Carrier. All unused securement devices must be returned to and stored in the same car from which removed, and devices must be secured. To inquire about loading and unloading requirement, contact the Carrier's sales office.

ITEM 85 – MAXIMUM GROSS WEIGHT (CAR AND LADING) ON RAILS OF GRYR

See GRYR-8008-B Price Sheet for Maximum Gross Weight limit. Clearance for weights in excess of published amount must be obtained in writing from the GRYR.

ITEM 90 – LOSS AND DAMAGE LIABILITY OF CARRIER

All Liability terms are covered in the RUSA8100 tariff.

ITEM 100 – DEMURRAGE AND CAR SERVICE REGULATIONS AND CHARGES

Demurrage and car service regulations and charges will apply in addition to the charges shown in this tariff.

EXCEPTION - Where switching service is performed on traffic moving under line-haul rates which are subject to special detention charges and rules, the switching charges provided in this tariff will be subject to the same detention charges and rules as applicable in connection with the line-haul rates.

ITEM 105 – FUEL SURCHARGE

APPLICATION: Applicable on (1) regulated and exempt traffic moving on local and proportional rates contained in this tariff, and (2) regulated and exempt traffic moving on line-haul rates under pricing documents (tariffs, contracts, quotes, etc.) making reference to this item.

In the event that the monthly average price per gallon of highway diesel fuel (as determined below, the "HDF Average Price") equals or exceeds 200.0 cents, the GRYR reserves the right to apply a mileage-based fuel surcharge (MBFSC) to the rates and charges as described above.

If this right is exercised, the mileage based fuel surcharge will be applied to each qualifying movement on or after the first (1st) day of the second (2nd) calendar month following the calendar month of a given HDF Average Price determination.

The "HDF Average Price" for a month will be the average price for that month of U.S. No. 2 Diesel Retail Sales by All Sellers, as determined and published by the U. S. Department of Energy, Energy Information Administration ("DOE-EIA"). That average price will, in calculating the HDF Average Price, be rounded to the nearest 1/10 of a cent. The fuel surcharge will be 1 cent per mile per railcar for every 4¢ per gallon, or portion thereof, by which the HDF Average Price for the calendar month two months prior to the calendar month of shipment exceeds 199.9 cents.

If DOE-EIA ceases publication of the above information, GRYR will employ a suitable substitute source of price or measure. The mileage to be applied in calculating the fuel surcharge will be based on rail miles.

The following table reflects a sampling of the fuel surcharge within the included HDF Average Price ranges.

HDF Average Price, Cents Per Gallon	Cents Per Mile	HDF Average Price, Cents Per Gallon	Cents Per Mile	HDF Average Price, Cents Per Gallon	Cents Per Mile
0 – 199.9	0	304.0 – 307.9	27	404.0 – 407.9	52
200.0 – 203.9	1	308.0 – 311.9	28	408.0 – 411.9	53
204.0 – 207.9	2	312.0 – 315.9	29	412.0 – 415.9	54
208.0 – 211.9	3	316.0 – 319.9	30	416.0 – 419.9	55
212.0 – 215.9	4	320.0 – 323.9	31	420.0 – 423.9	56
216.0 – 219.9	5	324.0 – 327.9	32	424.0 – 427.9	57
220.0 – 223.9	6	328.0 – 331.9	33	428.0 – 431.9	58
224.0 – 227.9	7	332.0 – 335.9	34	432.0 – 435.9	59
228.0 – 231.9	8	336.0 – 339.9	35	436.0 – 439.9	60
232.0 – 235.9	9	340.0 – 343.9	36	440.0 – 443.9	61
236.0 – 239.9	10	344.0 – 347.9	37	444.0 – 447.9	62
240.0 – 243.9	11	348.0 – 351.9	38	448.0 – 451.9	63
244.0 – 247.9	12	352.0 – 355.9	39	452.0 – 455.9	64
248.0 – 251.9	13	356.0 – 359.9	40	456.0 – 459.9	65
252.0 – 255.9	14	360.0 – 363.9	41	460.0 – 463.9	66
256.0 – 259.9	15	364.0 – 367.9	42	464.0 – 467.9	67
260.0 – 263.9	16	368.0 – 371.9	43	468.0 – 471.9	68
264.0 – 367.9	17	372.0 – 375.9	44	472.0 – 475.9	69
268.0 – 271.9	18	376.0 – 379.9	45	476.0 – 479.9	70
272.0 – 275.9	19	380.0 – 383.9	46	480.0 – 483.9	71
276.0 – 279.9	20	384.0 – 387.9	47	484.0 – 487.9	72
280.0 – 283.9	21	388.0 – 391.9	48	488.0 – 491.9	73
284.0 – 287.9	22	392.0 – 395.9	49	492.0 – 495.9	74
288.0 – 291.9	23	396.0 – 399.9	50	496.0 – 499.9	75
292.0 – 295.9	24	400.0 – 403.9	51	Above 499.9	See Below
296.0 – 299.9	25				
300.0 – 303.9	26				

The fuel surcharge will be 75¢ per mile plus 1¢ per mile for every 4¢ per gallon, or portion thereof, by which the HDF Average Price exceeds 499.9 cents.

ITEM 110 – CARS FURNISHED BUT NOT USED

Except as otherwise provided in lawfully published tariffs, when an empty car is (1) actually placed or constructively placed for loading but is not used in subsequent transportation service and is released empty, a service charge will apply in addition to applicable demurrage charges will be made against the party ordering but not using the equipment. See GRYR-8008-B Price Sheet for charge amounts.

EXCEPTION -This charge will not apply when cars are refused or rejected on account of valid claim of not being in proper condition for loading.

(1) The terms actually placed and constructively placed as used herein are defined in ITEM 1000 of this tariff.

ITEM 120 – CHARGES ON CARS RECEIVED WITHOUT BILLING, OR WITH IMPROPER BILLING AT INTERCHANGE POINTS

When cars empty or load are received at an interchange point by a carrier from its connection without proper billing (see Note), such cars will, upon the request of the delivering carrier, be returned, subject to a service charge per car for returning the

loaded or empty car to the connections of the carrier making the request. Intermediate switch charge, where applicable, will also apply. See GRYR-8008-B Price Sheet for charge amounts.

NOTE - When instructions are not received within twenty-four (24) hours from time of receipt of car at connection, a hold charge will be assessed thereafter for each twenty-four (24) hours or fraction thereof until instructions or billing is received. See GRYR-8008-B Price Sheet for charge amounts.

ITEM 125 – CARS INTERCHANGED IN ERROR

When cars are delivered in interchange in error to GRYR, a charge will be assessed against the railroad delivering such car. See GRYR-8008-B Price Sheet for charge amounts.

ITEM 210 – OVERLOADED CARS

GRYR will not accept cars that are loaded in excess of load limit markings. When a car is found to be loaded in excess of its stenciled load limit while in route but before placement, it will be placed at or near location where overload is discovered and consignor requested to arrange for disposition, or at carriers' convenience it may be returned to the shipper for removal of the excess weight.

For the extra service performed, the switching charge will be assessed which includes weighing. The regular switching charge will be in addition. See GRYR-8008-B Price Sheet for charge amounts.

ITEM 220 – FURNISHING CARS

GRYR will not undertake furnishing cars of any particular type, size or dimension when to be used in intra-plant, intra-terminal or inter-terminal switching.

ITEM 250 – NON-APPLICATION ON “ORDER NOTIFY”, ETC SHIPMENTS

Intra-plant, Intra-terminal or Inter-terminal switching service provided for herein will not be performed on shipments moving under order notify bills of lading or under straight bills of lading (including shipments consigned to one party, notify or advise another party) which carry a provision (see Section 4, Rule 7 of Uniform Freight Classification) (See Item 5), requiring the surrender of bill of lading, written order, or other document before making delivery.

ITEM 260 – CHARGES FOR CARS OF FOUR (4) AND MORE THAN FOUR (4) AXLES

a) Charges for intra-plant or intra-terminal switching at points on these lines will be confined in cars having no more than four (4) axles.

(b) When cars with more than four (4) axles are found in intra-plant, intra-terminal, or inter-terminal service, the charges for such service will be 200% of that shown herein for the same service application on cars with four (4) axles.

ITEM 270 – SWITCHING FROM PRIVATE SIDETRACKS TO HOLD TRACKS

The intra-terminal or inter-terminal switching charges in this section will apply on cars moved to hold or team tracks when billed to a consignee in care of freight agent at point where loaded. See GRYR-8008-B Price Sheet for charge amounts

ITEM 275 – SPECIAL SWITCHING SERVICE

See RUSA-8100 for details and pricing of Special Switching Service

ITEM 280 – SPECIAL SWITCHING SERVICE (NOT SUBJECT TO ITEM 260)

When a switching movement cannot be handled in regular train operation because of excess dimensions or weight, charges for special handling will apply. This charge will be in addition to any other charge applicable to the movement. See RUSA-8100 for charge amounts. See RUSA-8100 for charge amounts.

ITEM 285 – CARS UNABLE TO BE PLACED AT INTERCHANGE DUE TO CN NOT MAKING INTERCHANGE TRACKS AVAILABLE

When GRYR brings cars for interchange with CN and tracks are not available for such interchange, GRYR will be entitled to charge the respective carrier without tracks available a service fee for each car being held for storage and no car hire will be assessed for such cars. See GRYR-8008-B Price Sheet for charge amounts.

When interchange becomes available, GRYR will also charge for a special switch as defined in Item 280.

ITEM 290 – CHARES FOR USE OF SPECIAL EQUIPMENT

GRYR will not furnish cars that are other than ordinary equipment for use in intra-plant, intra-terminal or inter-terminal switching service. In the event other than ordinary equipment is used, an additional charge will be assessed. On joint-line movements, this charge will be assessed only once (see Exception). See GRYR-8008-B Price Sheet for charge amounts.

ORDINARY EQUIPMENT MEANS:

Box Cars A303	Covered Hoppers C214	Gondolas E735	Tank Cars T207
Box Cars A306	Covered Hoppers C313	Gondolas ENR	Tank Cars T389
Box Cars A406	Covered Hoppers C314	Gondolas G514	Tank Cars T419
Box Cars A606	Covered Hoppers C611	Gondolas G515	Tank Cars T564
Box Cars A636	Covered Hoppers C614	Gondolas J311	Tank Cars T929
Box Cars 8535	Flat Cars F273	Tank Cars T104	Tank Cars T944
Box Cars 8637	Flat Cars F373	Tank Cars T105	Unequipped Hoppers H351
Covered Hoppers C111	Flat Cars F473	Tank Cars T106	
Covered Hoppers C113	Flat Cars F483	Tank Cars T107	
Covered Hoppers C114	Gondolas E534	Tank Cars T108	

ITEM 300 – SWITCHING OF LOCOMOTIVES ON OWN WHEELS, BUT NOT UNDER OWN POWER

Locomotives moving on own wheels, but not under own power, when moved from one location to another location within the same switching district, will be assessed a special charge. If the locomotive is moved for turning, the charge will be applied in each direction. See GRYR-8008-B Price Sheet for charge amounts.

ITEM 310 – CHARGES FOR HEAVY DUTY FLAT CARS

When heavy-duty flat cars, by mechanical designation FQ, FD, FG, are used on shipments both originating and terminating within the same switching district, special charges will be assessed. See GRYR-8008-B Price Sheet for charge amounts.

SPECIAL DETENTION CHARGES

When cars are held beyond the Free Time permitted in ITEM 740 of this tariff, charges therein will be assessed and in addition the following detention charges will be assessed for each twenty-four (24) hour period or fraction thereof beyond the authorized free time. See GRYR-8008-B Price Sheet for charge amounts.

NON-USE CHARGE

When car is ordered, placed and released back to GRYR without being used in transportation service, a charge will be assessed and will be in addition to any detention charges that may accrue. See GRYR-8008-B Price Sheet for charge amounts.

ITEM 320 – TURNING OF CARS TO PERMIT LOADING AND UNLOADING

PART 1

Applicable only on cars loaded and unloaded within the switching limits of the station (including adjacent or contiguous switching of industrial districts) involved.

(A) Except as provided in Paragraph (B), orders calling for placement of cars for unloading from a particular side or end will not be accepted when moving in intra-plant, intra-terminal or inter-terminal service.

(B) Upon request of shipper for a car moving in intra-terminal switching service to be placed for unloading from a particular side or end, the GRYR will perform such service for a special charge, which will be in addition to the applicable switching and special equipment penalty charge (See Note 1). See GRYR-8008-B Price Sheet for charge amounts.

NOTE 1 - Applicable only where WYE is located within the switching limits of the station (including adjacent or contiguous switching or industrial districts where intra-terminal switching charges are in effect) involved.

PART 2

1. In instances where it is desired that freight in carloads be placed on delivery tracks for loading or unloading at stop-off points or destination 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 subsequently as follows:

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

2. On freight in carloads, not properly placarded on both sides of car to unload from one particular side or end of car which shipper or consignee, after initial placement of car, directs carrier to turn and return to the same track for unloading from opposite side or end of car, the following shall apply:

CHARGES (See Note 2) See GRYR-8008-B Price Sheet for charge amounts.

(a) If the car is turned at a WYE or a turntable within the confines of an industry, apply published intra-plant switching charges.

(b) If the car is turned at a WYE or a turntable within the same switching district, but outside the confines of the industry.

(c) If the car must be moved to a WYE or a turntable located outside the switching district and the roundtrip distance to and from the WYE or the turntable is 100 miles or less.

NOTE 2 - If Bill of Lading carries a notation that car has been placarded and placard has disappeared before placement, the charge named therein will not apply.

ITEM 330 – CHARGES FOR INTRA-PLANT, INTRA-TERMINAL, AND INTER-TERMINAL SWITCHING

See RUSA-8100 for details and pricing of Intra-Plant, Intra-Terminal and Inter-Terminal Switching

ITEM 350 – INTERCHANGES

GRYR has the following interchanges:

Memphis, TN: BNSF, CSXT, CN, NS, UP
Canton, MS: CN, KCS

ITEM 360 – NON-ABSORPTION OF INTERMEDIATE SWITCH CHARGE AT MEMPHIS, TN

The GRYR will not absorb intermediate switching charges of the CN at Memphis, TN (See Note 2). Payment of such charges will be the responsibility of the customer and to be collected by the GRYR.

Note 1: GRYR is able to interchange with BNSF, CSXT, NS, and UP through intermediate switch via CN.

Note 2: CN Intermediate Switch Charge can be found in GRYR 8008-B Price Sheet.

Note 3: This charge is subject to change with 30 days' notice.

ITEM 500 – LOCAL RATES

Carrier to be contacted for rates to apply on local movements.

ITEM 600 – RULE 11 RATES

For Through Rates contact GRYR Sales & Marketing Department. All rates in USD.

For inquiries regarding private rate agreements contact GRYR Sales & Marketing Department.

To/From Memphis, TN Interchange

See GRYR-8008-B Price Sheet for rate tables

To/From Canton, MS Interchange

See GRYR-8008-B Price Sheet for rate tables

ITEM 605 – LIST OF STATIONS

Stations Listed from North to South

STATION	OPSL NUMBER
Memphis, TN	58582
Southaven, MS	58741
Horn lake, MS	58742
Nesbit, MS	58746
Hernando, MS	58750
Coldwater, MS	58754

STATION	OPSL NUMBER
Water Valley Jct., MS	58786
Bruce Jct, MS	58790
Grenada, MS	58794
Tie Plant, MS	58798
Elliot, MS	58802
Eskridge, MS	58810

Fannie, MS	58758
Senatobia, MS	58759
Como, MS	58760
Federal, MS	58761
Sardis, MS	58762
Batesville, MS	58766
Pope, MS	58770
Enid, MS	58774
Oakland, MS	58778
Blanche, MS	58782
Hardy, MS	58784

Sawyer, MS	58814
Winona, MS	58818
Vaiden, MS	58822
West, MS	58826
Durant, MS	58830
Goodman, MS	58838
Pickens, MS	58842
Vaughan, MS	58846
Way, MS	58848
Canton, MS	58850

ITEM 700 – DEMURRAGE TERMS

For details on all Demurrage rules see RUSA-8100

ITEM 705 – DEMURRAGE PAYMENT AND CREDIT TERMS

Unless otherwise advised in writing, in advance of accruing charges, demurrage charges will be assessed against the online consignor at origin or consignee at destination.

When for reasons other than Carrier’s error, consignor/ consignee fails to pay assessed demurrage as provided in the Carrier’s demurrage tariff, the Carrier may assess an additional charge equal to the greater of an amount not to exceed one and one-half percent (1 ½%) per month (or fraction thereof) of the outstanding balance.

All payments are due and payable within 15 days following invoice date.

ITEM 710 – RAILROAD ERROR

A. If through railroad error, demurrage charges are assessed, demurrage will be adjusted to the amount that would have accrued if not for the error.

B. Bunching and run-around of car(s) will not be considered as a railroad error.

ITEM 720 – SWITCHING FROM CONSTRUCTIVE PLACEMENT

Constructive Placement constitutes first delivery of a car for loading or unloading. Cars subsequently switched out of Constructive Placement status are subject to Intra-Terminal switch charge provided in Item 330.

ITEM 730 – NOTIFICATION TO CARRIER

A. Carrier must receive complete forwarding instructions by fax, email or EDI before a car will be considered released.

B. When electronic or mechanical devices are used to furnish notification to the Carrier, the recorded date and time that the instructions are received will govern.

ITEM 900 – HAZARDOUS MATERIALS

1. Hazardous materials are defined as “Hazardous Wastes” and “Hazardous Substances” as names in Hazardous Materials Regulations of the U.S. Department of Transportation in 40 Code of Federal Regulations (CFR) 260 through 263 and 49 CFR 171.8 or successor thereof. Explosives are defined as Class A, B, and C Explosives as named in Part 172, Commodity List, Tariff Bureau of Explosives (BOE) 6000-Series.
2. Pursuant to 49 CFR § 174.16, Consignees are required to accept delivery of carload traffic of hazardous materials within 48 hours after notice of arrival has been sent or given to the Consignee. Consignees that anticipate that they will not routinely be able to accept delivery in a timely fashion should make alternative arrangements for storage of cars. Carriers do not hold themselves out to provide storage of cars containing hazardous materials.
3. For the purpose of the Tariff, the term “Loss” shall mean any loss, injury, or damage which arises out of transloading, unloading, transportation or disposition (including treatment, storage or disposal) of the Hazardous Materials, including but not limited to, loss or damage to property (including, without limitation, the property of either the parties hereto) or to natural resources; injury or death of any person or persons (including, without limitation, employees of Carrier); claims, liabilities, damages, fines or penalties; costs of containment, cleanup, response actions, removal actions, remedial actions, and health assessments, as these terms are defined by applicable federal, state or local laws and regulations; fees including, but not limited to, attorney, consultant, and expert witness fees; and costs of investigation.
4. Shipper hereby agrees to indemnify and hold harmless Carrier, its officers, agents and employees, from and against any and all claims, demands, liabilities and lawsuits brought by any third party or governmental agency under any theory of law against Carrier seeking to hold Carrier liable for any Loss to the degree that the Loss is caused by Shipper’s act or omission, or act or omission of Shipper’s own customer or contractor, Shipper’s violation of any law or regulation, Shipper’s failure to accept delivery, or Shipper’s breach of any other requirement including, but not limited to, Shipper’s failure to provide proper identification of the Hazardous Materials to be transported, whether or not Shipper relied on other parties for said identification, unless Carrier’s act or omission, violation of law or regulation, or breach of any requirement of this Tariff contributed to the Loss.
5. Notwithstanding any provisions in this Item, Shipper hereby agrees to indemnify and hold harmless Carrier, its officers, agents, and employees from and against any claim for Loss, regardless of cause, resulting from an event that occurs subsequent to delivery to and acceptance of hazardous waste product by Shipper, another railroad, or contractor, or other transporter designated by Shipper, or an EPA licensed treatment, storage, or cleanup/disposal site operator designated by Shipper.
6. Except to the extent Loss is within the scope of the indemnity in paragraphs (4), (5), (6) and (7) of this Tariff, in the event a Loss is caused by Shipper’s and Carrier’s joint and concurrent negligence, by a cause unknown, or by a third party not having a contractual relationship with either Shipper or Carrier, each party shall bear half of such Loss. This provision shall not affect the rights of either Shipper or Carrier to recover for said Loss from such third party.
7. Notwithstanding any other provision in the Tariff, Shipper shall, regardless of the cause, be fully liable for and shall indemnify Carrier, its officers, agents, and employees against any Loss to the extent and only to the extent that such Loss or any portion of such Loss is attributable to the release or spill of a hazardous material which is not identified on the bill of lading or manifest.
8. Notwithstanding any other provision in this Tariff, Shipper shall indemnify and hold harmless Carrier from and against any and all liability for Loss resulting from future use of or exposure to the equipment where such Loss arises from Shipper’s failure or negligence in inspecting and/or decontaminating equipment prior to release of Carrier or delivering railroad or motor carrier.
9. Knowledge on the part of one party of any violation of any terms of this Tariff by the other party shall constitute neither negligence nor acquiescence in such violation and shall in no event relieve either party of any of the responsibilities and indemnity obligations assumed in this Tariff.
10. References to Carrier and Shipper as used in this Tariff shall include the officers, agents and employees of Carrier and Shipper. Shipper and Carrier further agree that each and all of its indemnity commitments in this Tariff shall extend to and include the parent and all subsidiary and affiliated companies of Shipper and Carrier and their respective officers, agents, and employees.

ITEM 1000 – GLOSSARY OF TERMS

For the purpose of applying rules in this tariff, the following are defined and shall govern:

ACTUAL PLACEMENT – When a car(s) is placed in an accessible position for loading or unloading or, at a point designated by the consignor or consignee.

ACCESSORIAL SERVICES - Services rendered such as demurrage, storage, switching, weighing, etc., which are in addition to the transportation service.

CARRIER – The term “Carrier” as used herein means the Grenada Railway LLC (GRYR)

CONSIGNEE – The part to whom a shipment is consigned, or the party entitled to receive the shipment.

CONSIGNOR – The party in whose name a car(s) is ordered; or the part who furnishes forwarding directions.

CONSTRUCTIVE PLACEMENT – When a car consigned or ordered to a private tack cannot be actually placed because of a condition attributable to the consignor or consignee, such a car will be held at an available hold point and notice shall be sent or given the consignor that the car is held (naming the hold point of not held at designation) and that this railroad is unable to effect placement; however, if car is placed on the private track serving the consignor or consignee the car shall be considered constructively placed without notice.

DEMURRAGE DAY – A twenty-four (24) hour period (calendar day), or part thereof, commencing 0001 after tender.

DISPOSITION - Information, including forwarding instructions or release, that allows the railroad to either tender or release the car(s) from the consignor’s or consignee’s account.

DIVERSION – An order provided by the consignor instructing that a car(s) be delivered to a location other than the one indicated on the original forwarding instructions.

EMPTY CAR(S) ORDERED AND NOT USED – Empty car(s), placed for loading as ordered, and subsequently released without being used in transportation services.

EMPTY RELEASE INFORMATION – Advice provided by the consignee to authorized personnel, that the car(s) is unloaded and available. This information must include the identity of the consignee, party furnishing information, and the car(s) initial and number.

FORWARDING INSTRUCTIONS – Shipping instructions provided at the point of loading that contain all of the necessary information to transport the shipment to its final destination.

INTRA-PLANT SWITCH - A switching movement from one location to another location within the confines of an industry located on the GRYR.

INTRA-TERMINAL SWITCH - A switching movement (other than intra-plant) from one location to another on the GRYR, within the switching limits of one station or industrial switching district

LEASE TRACK – Track(s) assigned to a user through a written agreement. Lease tracks will be treated the same as private tracks.

LOADING – The complete or partial loading of a car(s) in conformity with loading and clearance rules and, the furnishing instructions.

LOADED CAR(S) – A car(s) that is completely or partially loaded.

NOTIFICATION – When required, written or verbal notification will be furnished to the parties entitled to receive notice that the car(s) is available for loading, unloading, or otherwise impacted by demurrage provisions.

ORDER DATE – The date that the consignor requests empty car(s) to be furnished for loading.

OTHER THAN PUBLIC DELIVERY TRACK – Any

trackage assigned for individual use, including privately owned or leased tracks.

PARTIAL UNLOADING – The partial unloading of a car(s) and furnishing of the proper forwarding or handling instructions.

PRIVATE CAR(S) – A car(s) bearing other than railroad reporting marks that is not railroad-controlled.

PRIVATE TRACK – A private track is:

1. A track outside of Carrier's right-of-way, yard and terminals, and of which Carrier does not own either rails, ties, roadbed or right-of-way. The track may be used jointly by two or more parties when written notice has been furnished to Carrier by the owner of the track prior to joint use; or
2. A track or portion thereof owned or operated by Carrier that is leased for the purpose of the storage of rail cars of Lessee through a written agreement. The joint use of a lease track by each of two or more parties must have written consent from Carrier prior to such joint use.

PUBLIC DELIVERY TRACK – Track that is open to general public for loading and unloading.

RAILROAD-CONTROLLED CAR(S) – A car(s) bearing other than railroad reporting marks that is either leased or controlled by a railroad.

RECONSIGNMENT – An order provided by consignor to bill a car(s) to other than the original consignee. (An order to turn over the car(s) to another party that does not require any additional movement of the car(s), is not a reconsignment.

REFUSED LOADED CAR(S) – When the original loaded car(s) is refused at destination without being unloaded.

RELOADING – When a car(s) is held for loading after being released as an empty.

RESHIPMENT – A new document by which the entire original shipment is forwarded in the same car(s) to another destination.

SERVING YARD – A classification yard where the local train serving the customer originates.

SHIPPER ASSIGNED CAR(S) – Specific empty car(s) assigned to a particular shipper for their exclusive use.

STOPPED IN TRANSIT – When a car(s) is held enroute due to any condition attributable to the consignor, consignee, or owner.

TENDER – The notification, actual or constructive placement, of an empty or loaded car(s).

TIME – Local time is applicable and is expressed on the basis of the 24-hour clock.

Example: 12:01 AM is expressed as 0001 Hours.

UNLOADING – The complete unloading of a car(s), and the advice received from the consignee that the car(s) is empty and available to the railroad.

ITEM 99999 – EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS

BNSF – BNSF Railway

CAGY – Columbus and Greenville Railway

CN – Canadian National Railways

CSXT – CSX Transportation

GRYR – Grenada Railroad, LLC

KSRY – Kosciusko and Southwestern Railroad

MSV – Mississippi Skuna Valley

NS – Norfolk Southern

RJCK - RJ Corman Co / Tenn. Terminal, LLC

UP – Union Pacific Railroad

OPSL – Open and Prepay Station List

RIC - Railinc

STCC – Standard Transportation Commodity Code

UFC – Uniform Freight Classification

& - And

\$ - US Dollars