

# **THE BLACKLANDS RAILROAD**

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## **FREIGHT TARIFF BLR 8001-C** (Cancels Freight Tariff BLR 8001-B)

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**CONTAINING  
MISCELLANEOUS RULES AND CHARGES  
APPLYING AT AND BETWEEN  
STATIONS  
ON  
THE BLACKLANDS RAILROAD**

## **LOCAL FREIGHT TARIFF**

**ISSUED: September 10, 2009**

**EFFECTIVE: November 1, 2009**

**ISSUED BY**

Mr. Wayne Defebaugh, President  
The Blacklands Railroad  
641 Church Street  
Sulphur Springs, TX 75842

**FREIGHT TARIFF BLR 8001-C**

<p align="center"><b>RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - GENERAL</b></p>	<p align="center"><b>RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - UNLIMITED</b></p>
<p><b>ITEM 10</b></p> <p align="center"><b>REFERENCE TO TARIFFS, ITEMS, NOTES, RULES, ETC.</b></p> <p>When 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 revisions of such items, notes, rules, etc.</p>	<p><b>ITEM 50</b> [A]</p> <p align="center"><b>PAYMENT OF CHARGES</b></p> <p>Customer shall be liable for payments of the transportation charges accruing on a shipment and nothing herein shall limit the right of the BLR to require at time of movement, shipment or delivery the prepayment or guarantee of charges, unless Customer has entered into an agreement for credit with the BLR. Customer will pay BLR immediately upon presentation of a bill therefor by BLR. If charges have not been prepaid, or customer has not entered into an agreement for credit with BLR, BLR shall not make delivery of the shipment without payment or guarantee by shipper or consignee of all charges.</p> <p>Acceptance of shipment by Customer shall be deemed acceptance of responsibility for payment of all charges accruing on the shipment, including, but not limited to demurrage, switching and all other charges that may be applicable. Such payment shall be in U.S. money and cannot be reduced to offset claims, damages to property, or for any other reasons.</p> <p><b>FINANCE CHARGES:</b> The BLR will assess a finance charge of 1.5% per month (18% per annum) on unpaid bills, including, without limitation, demurrage, switching and all other charges which are not paid within credit period. The finance charge continues to accrue daily until payment is received by BLR.</p> <p>If BLR, at its sole discretion, uses a collection agency or attorneys to collect delinquent bills for freight or other charges and BLR is successful in collecting such charges, Customers shall reimburse BLR for all reasonable collection costs, including reasonable collection agency</p>
<p><b>ITEM 20</b></p> <p align="center"><b>METHOD OF CANCELING ITEMS</b></p> <p>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.</p> <p>Example: Item 100-A cancels Item 100 and Item 300-B cancels Item 300-A in a prior supplement, which, in turn, canceled Item 300.</p>	

**FREIGHT TARIFF BLR 8001-C**

<p align="center"><b>RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - UNLIMITED</b></p>	<p align="center"><b>SECTION 1 MISCELLANEOUS CHARGES</b></p>
<p><b>ITEM 75</b> [A]</p> <p align="center"><b>SECURITY DEPOSIT</b></p> <p>For customers who have established credit with the BLR, a deposit to secure payment of any freight, demurrage, storage, detention, switching or other accessorial charge that may accrue will be required from such customer who has failed to pay demurrage, storage, detention, switching or other accessorial charges when due under applicable laws and regulations. (Customers as referred to herein shall mean any and all consignors, consignees, beneficial owners or other responsible parties.)</p> <p>The deposit must be paid before any freight car or trailer is delivered to such customer for loading or unloading.</p> <p>The minimum deposit for each freight car will be the average amount per freight car of demurrage, detention, storage, switching or other accessorial charges outstanding at the time this tariff provision is invoked against Customer. The maximum amount of deposit will be determined by this railroad's credit office or through other alternative forms of security. The credit office may waive the minimum deposit per car by accepting a revolving deposit of \$1,000.00 to \$50,000.00 based on traffic volume. The deposit will be held in an escrow account to guarantee payment of and to be applied against any switching, demurrage, detention, storage or other accessorial charges which may accrue since the implementation of the security deposit arrangement.</p> <p>BLR will refund the deposit or balance of the deposit within thirty (30) days after notification by its agents that the equipment has been released to BLR. Any switching, demurrage, detention, storage or other accessorial charges will be deducted from the deposits before any refunds are made. The deposit or balance of the deposit may be transferable to another freight car to cover charges incurred since the implementation of the security deposit arrangement.</p> <p>Security deposits will no longer be required after the Customer has paid all outstanding switching, demurrage, detention, storage and other accessorial charges and has given assurance in writing to the satisfaction of BLR's credit office that future switching, demurrage, detention, storage and other accessorial charges will be paid within the credit period.</p>	<p><b>ITEM 100</b></p> <p align="center"><b>CARS INTERCHANGED IN ERROR</b></p> <p>A charge of \$400.00 per car will be assessed against delivering railroad on any car interchanged to the BLR in error.</p>
	<p><b>ITEM 110</b></p> <p align="center"><b>RESPOTTING CHARGE</b></p> <p>After a car has been placed for loading or unloading and, at the request of shipper, is moved from one location to another location within the same plant or industry, a respotting charge of \$50.00 per car will be assessed.</p>
	<p><b>ITEM 120</b></p> <p align="center"><b>CARS RELEASED AND SUBSEQUENTLY RETURNED TO INDUSTRY</b></p> <p>When on shipper's orders, cars that have been released and pulled by this railroad are returned to industry, charge of \$400.00 per car will be assessed for the return of such cars.</p>
	<p><b>ITEM 130</b></p> <p align="center"><b>CARS ORDERED BUT NOT USED</b></p> <p>When order for cars for loading is canceled or car is returned empty, a charge of \$150.00 per car will be assessed against the person, firm or corporation ordering such car (See Note).</p> <p>Note - Charge will not apply on cars not being in proper condition to load, see Item 140.</p>
	<p><b>ITEM 140</b></p> <p align="center"><b>CARS NOT SUITABLE FOR LOADING</b></p> <p>When cars ordered for loading are refused or rejected on account not being in proper condition to load, a charge of \$150.00 per car will be assessed against the carrier furnishing such car.</p>
	<p>EXPLANATION OF REFERENCE MARKS:</p> <p>[A] - Addition</p>