

# BNSF Intermodal Rules & Policies Guide

**BNSF**



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January 2002

# BNSF INTERMODAL RULES AND POLICIES GUIDE

Effective: January 1, 2002

Modifications in red effective: August 1, 2002

Issued by The Burlington Northern and Santa Fe Railway Company.  
This new *BNSF Intermodal Rules and Policies Guide* replaces the former *BNSF Intermodal Rules and Policies Guide* dated January 1, 1999.

This Guide is available on the [www.bnsf.com](http://www.bnsf.com) web site, under the Intermodal Business Area, in the Publications and References or use [http://www.bnsf.com/business/iabu/pdf/intermodal\\_rules.pdf](http://www.bnsf.com/business/iabu/pdf/intermodal_rules.pdf).  
Any changes to this Guide will be noted on the web site.

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December 3, 2001

To All BNSF Intermodal Customers

Enclosed is the revised *BNSF Intermodal Rules and Policies Guide*, effective January 1, 2002. This edition replaces the *Guide* issued January 1, 1999. The *Guide* is the official document governing all Intermodal shipments on BNSF.

**Please return the enclosed postage paid postcard.** This indicates receipt of the *Guide* and will ensure you receive all future updates.

The *BNSF Intermodal Rules and Policies Guide* will be posted on the [bnsf.com](http://www.bnsf.com) web site, under the Intermodal Business Area, Publications and References (at [http://www.bnsf.com/business/iabu/html/publications\\_reference.html](http://www.bnsf.com/business/iabu/html/publications_reference.html)), which is our official source for the *Guide*. This new version will be available on the web by mid-December.

Significant modifications have occurred throughout the *Guide* with the reorganization of Items, the reordering of some Items, the addition of new chapters, and the combination of some Items. More importantly, enhancements have been made for clarification purposes and to help you find what you are looking for with layout improvements, references to corresponding Items, and additional definitions. New phone numbers have been added to the appropriate Items and to Appendix C.

A few of the changes include:

- Item 18: Shipment Misdescription – additional charges were added if a shipment is misdescribed containing prohibited, restricted, or hazardous commodities.
- Item 24: Embargo – was added in case the situation arises when an embargo is necessary.
- Item 26: Restricted Commodities – the conditions for coiled metal have been updated.
- Item 36: Outstanding Equipment Orders – if rail-controlled equipment is ordered and not picked up, a charge will be assessed.
- Item 41: Private Chassis Registration – private chassis must be registered.
- Item 54: Private Drayage Insurance – requirements have been expanded for private drayage insurance.

Please take a moment to review the *Guide*. If you have any questions about the amended *Guide*, please contact your BNSF Marketing or Customer Solutions Representative at 1-888-428-2673.

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July 1, 2002

To All BNSF Intermodal Customers

Described below are modifications to the *BNSF Intermodal Rules and Policies Guide*, effective August 1, 2002. These updates are made to the *Guide* that was issued January 1, 2002. The *BNSF Intermodal Rules and Policies Guide* is the official document governing all Intermodal shipments on BNSF.

Minor modifications have occurred throughout the *Guide*. These changes are noted in red and underlined on the web version of the *Guide*. The *BNSF Intermodal Rules and Policies Guide* is posted on the [bnsf.com](http://www.bnsf.com/business/iabu/html/publications_reference.html) web site, under Markets, Intermodal Business Area, Publications and References (at [http://www.bnsf.com/business/iabu/html/publications\\_reference.html](http://www.bnsf.com/business/iabu/html/publications_reference.html)), which is our official source for the *Guide*.

Outlined below are brief descriptions of the major changes. Please review the web for complete details.

**Item 5: Applicable Industry Publications** – updated information on the Uniform Freight Classification: 6000 series.

**Item 10: BNSF Credit and Collections** - added information on paying freight charges prior to filing a freight claim.

**Item 16: Shipping Instructions** - added details for a fumigated shipment and Canadian shipments require the Canadian shipper's or receiver's complete address.

**Item 19: Rail Carrier Bond** – was increased to \$200 and added an inappropriate use charge of \$10,000. The importer of record must be the rail shipper on the shipping instructions.

**Item 20: Intermodal Service and Service Levels** - updated service levels to E, P, N, V, and Y.

**Item 25: Prohibited Commodities, Equipment, and Associated Charges** – explosives (divisions 1.1 – 1.4) are also prohibited in the cities or ports of Galveston, TX, Houston, TX, La Porte, TX, Morgans Point, TX, and Barbours Cut, TX via BNSF.

**Item 26: Restricted Commodities, Equipment, and Associated Charges** – the shipper will be responsible for clean up costs of any leaking **Hides and Pelts** shipment. The **Printed Material STCC** range was modified to 2711100 and 2749999. **Rolling mills** was added as a restricted commodity with weight distribution requirements.

**Item 27: Hazardous Commodities** - added fumigated shipment requirements.

**Item 28: Shipper Vehicle Loading** - added proper weight distribution, and security seal requirements.

**Item 37: North American Container System (NACS)** - *removed the charges stated in the Origin and Destination Terminal Charges sections. NACS charges can be seen on the BNSF.com web site, under Markets, Intermodal, Equipment, in the NACS Overview ([http://www.bnsf.com/business/iabu/html/nacs\\_overview.html](http://www.bnsf.com/business/iabu/html/nacs_overview.html)). Additional street interchange requirements were included for interchanging to the same shipper (different office) and changed the time to 4 hours for faxing street interchange information prior to tendering NACS containers at an origin intermodal facility.*

**Item 55: Storage Free Time and Charges** - *added customer roles to paragraph 5n (storage greater than 60 days).*

**Item 58: Shipper Responsibilities** - *added security seal and leaking shipment requirements.*

**Item 62: BNSF Limited Liability** - *added BNSF's liability limitation to the released values stated in the Uniform Freight Classification 6000 series. Also added that BNSF is not responsible for \$250 (or less) of loss or damage.*

**Item 64: Lading Claims and Filing Procedures** - *added payments of freight bills before filing a claim and broken seal language.*

**Private Bonded Storage Table** - *corrected the N and Y service to be \$50 on Saturday through Wednesday and \$85 starting on Thursday.*

**Appendix B** – *increased the charge to \$200 when using an International railroad bond and added the misuse \$10,000 charge.*

If you have any questions about the amended *Guide*, please contact your BNSF Marketing or Customer Solutions Representative at 1-888-428-2673.

To: BNSF Intermodal Customers



This Marketing News bulletin is designed to inform BNSF customers of new service or product offerings, or of permanent changes to existing service.

If you have any questions, please contact your BNSF Marketing Representative or send an e-mail to [customerinterface@bnsf.com](mailto:customerinterface@bnsf.com).

This Marketing News bulletin is posted on our Web site at [www.bnsf.com](http://www.bnsf.com).

# Marketing News

August 1, 2002

## **Correction: *BNSF Intermodal Rules and Policies Guide***

The *BNSF Intermodal Rules and Policies Guide* was modified July 1, 2002, with the changes to become effective today, August 1, 2002. A letter was sent the first of July indicating the modifications to the *Guide*. There is one correction to that information: **Houston will allow 1.4 explosives.**

The BNSF Web site contains the official and latest version of the Intermodal Rules and Policies Guide. Please reference the following link: [http://www.bnsf.com/business/iabu/pdf/intermodal\\_rules.pdf](http://www.bnsf.com/business/iabu/pdf/intermodal_rules.pdf). The change regarding 1.4 explosives at Houston is reflected on the Web site as follows:

### Item 25: Prohibited Commodities, Equipment and Associated Charges

- **Division 1.1, 1.2, 1.3, or 1.4 explosives** as defined in 49 CFR 173.50 (Code of Federal Regulations pertaining to explosives) **to or from the cities or ports of Galveston, TX, Houston, TX, La Porte, TX, Morgans Point, TX and Barbours Cut, TX** via BNSF.
- **Division 1.1, 1.2 or 1.3 explosives** as defined in 49 CFR 173.50 (Code of Federal Regulations pertaining to explosives) **to or from Houston, TX**, via BNSF.

If you have questions regarding this change, contact your Intermodal Marketing Representative at 1-888-428-2673, option 3.

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## GENERAL RULES

### ITEM 1: RULES AND POLICIES GUIDE APPLICATION

The *BNSF Intermodal Rules and Policies Guide* governs the transportation of vehicles in intermodal service by means of intrastate, interstate and foreign commerce. This document specifies rules governing intermodal transportation on The Burlington Northern and Santa Fe Railway Company (referred to as BNSF) or transportation provided by BNSF as part of a continuous intermodal movement and is subject to modification or cancellation at any time.

The *BNSF Intermodal Rules and Policies Guide* in combination with a specific BNSF price authority (refer to Item 4: Price Authorities Application) constitutes an offer by BNSF to provide certain exempt transportation services. A separate transportation contract is made each time a shipment is tendered to BNSF according to the offer contained in the *BNSF Intermodal Rules and Policies Guide* and the relevant price authority. When tendering a shipment, the shipper warrants it has authority to enter into this transportation contract and agrees to be bound by the terms of the *BNSF Intermodal Rules and Policies Guide*. The receiver who accepts this shipment also agrees to be bound by the terms of the *BNSF Intermodal Rules and Policies Guide*.

The effective price authority states the specific service locations (facilities) offered in accordance with the *BNSF Intermodal Rules and Policies Guide*.

Combinations of BNSF price authorities may not be used. (See Item 4: Price Authorities Application.)

The transportation of vehicles beyond BNSF's rail lines must be arranged by the shipper with another carrier, and BNSF is not party to any portion of such arrangements. The interchange of vehicles between BNSF and another railroad may only be made at normal intermodal interchange points, unless provided for in the price authority.

Any specific provisions or exemptions take precedence over general provisions or exemptions.

### ITEM 2: COMPLETE OFFER

The complete offer to a shipper consists of this *BNSF Intermodal Rules and Policies Guide* and

the price authority in effect at the time complete shipping instructions are given to BNSF. The complete offer must be accepted without change unless modified by an exception contained in one of the following:

- Special price quotation; OR
- Separate written multi-party agreement signed by a BNSF Marketing or pricing representative.

Any notation on the shipping instructions directing transportation by BNSF that is inconsistent with or attempts to change the terms of this offer:

- Will be interpreted as a notation made for the private benefit and information of a person or party other than BNSF; AND
- Will not be a part of this offer.

(For explanation of price quotation or multiparty agreements, see Item 4: Price Authorities Application. See requirements for the shipping instructions in Item 16: Shipping Instructions.)

### ITEM 3: COMPLETE OFFER ACCEPTANCE

The acceptance of an offer for rail-controlled and private equipment is outlined below.

#### COMPLETE OFFER ACCEPTANCE

##### 1. Rail-controlled Vehicles

If BNSF is performing the origin drayage, acceptance of the offer begins when the vehicle is supplied to the shipper.

If BNSF is not performing the origin drayage, acceptance of the offer begins when the shipper or its agent obtains the empty vehicle from a BNSF facility.

Empty vehicles will be released only to a person who has been identified by the shipper as its agent or to a person who has signed a BNSF (UIIA) Access Agreement. (See Item 35: BNSF (UIIA) Trucker Interchange Application.)

The shipper or its agent assumes financial responsibility for the vehicle and equipment.

## 2. Private Vehicles

The transportation contract and offer of acceptance begin when BNSF accepts a shipment accompanied by complete shipping instructions. (See Item 16: Shipping Instructions.)

### **TRANSPORTATION CONTRACT ACCEPTANCE AND CONFIRMATION**

Before a shipper tenders the vehicle to a BNSF facility or before BNSF dispatches a vehicle to obtain a shipment, the transportation contract must be confirmed by sending BNSF complete shipping instructions (via EDI, BNSF's Internet Shipping Instructions, or fax) for TOFC or COFC service.

## **ITEM 4: PRICE AUTHORITIES APPLICATION**

### **PRICE AUTHORITY DEFINITION**

A BNSF price authority states a rate or set of rates for a particular intermodal shipment. These rates may be transmitted to the shipper by printed copy, electronic facsimile (fax), diskette, electronic data interchange (EDI), or Internet (posted on the [www.bnsf.com](http://www.bnsf.com) web site).

BNSF price authorities apply only for the stated origin and destination locations named in the authority without intermediate rail stops. (See Item 23: Rail Stop-offs.)

Transportation beyond any points named in the price authority does not involve BNSF.

Combinations of BNSF price authorities may not be used.

A price authority is not a shipping instruction. The price authority states certain rate(s), whereas a shipping instruction allows a shipper to tender a shipment to BNSF utilizing a price authority. (See Item 16: Shipping Instructions.)

The shipper is responsible for determining the correct price authority and rate at the time the shipment is tendered. The shipper must furnish the correct price authority on the shipping instructions. (See Item 16: Shipping Instructions.)

The stated price authority may not be changed after a vehicle has been tendered to BNSF.

Failure of the shipper to furnish the correct price authority will not relieve the shipper from its obligation to pay charges based upon the price authority in effect at the time the shipment is tendered.

(See Items in the Credit and Collections chapter and Item 1: Rules and Policies Guide Application.)

### **PRICE AUTHORITY TYPES**

#### **1. Freight All Kinds (FAK)**

General rates offered to various types of customers (such as domestic, international, contract holders, or non-contract holders) for transporting intermodal shipments on BNSF. Unless otherwise specified, these price authorities are not applicable for Restricted or Hazardous commodities.

Any Restricted commodity or equipment requires a special price authority. (See Item 26: Restricted Commodities, Equipment, and Associated Charges.)

#### **2. Special Price Quotation**

A special rate negotiated for a specific intermodal shipment based on certain factors such as shipper, commodity, volume, actual origin, actual destination, and equipment issued by a BNSF Marketing or pricing representative. Any special price quotations will be immediately confirmed in writing. In the event of disagreement concerning an oral quotation, the written confirmation will take precedence. Unless otherwise specified, these price authorities are not applicable for Restricted or Hazardous commodities.

Any Restricted commodity or equipment requires a special price authority. (See Item 26: Restricted Commodities, Equipment, and Associated Charges.)

#### **3. Multi-party Agreements**

A contractual arrangement between any or all of these parties (BNSF, shipper, beneficial owner, or shipper's agents) established by a BNSF Marketing or pricing representative. Only the prices or price authorities that are attached to or make reference to a multi-party agreement will apply. Multi-party agreements include all transportation and price contracts, tri-party agreements, and ancillary agreements. Unless otherwise specified, these price authorities are not applicable for Restricted or Hazardous commodities.

Any Restricted commodity or equipment requires a special price authority. (See Item 26: Restricted Commodities, Equipment, and Associated Charges.)

#### 4. Direct or Interline

Price authorities (FAKs, special price quotations, or multi-party agreements) state if the rates can be used for direct (BNSF only) or interline (BNSF and other railroad(s)) transportation.

Interline price authority rates are either joint-line or Rule 11. Unless otherwise specified, the direct or interline price authorities are not applicable for Restricted or Hazardous commodities.

Any Restricted commodity or equipment requires a special price authority. (See Item 26: Restricted Commodities, Equipment, and Associated Charges.)

##### a. Joint-line (through rate)

A joint-line price authority is one price authority that applies to the entire movement from rail origin to rail destination on two or more railroads. The price authority indicates the interline route with the applicable carriers, and the rate includes all interchange charges unless otherwise noted.

Send the shipping instructions only to the origin carrier, who will forward the shipping instructions to the other carriers in the route.

##### b. Rule 11

A Rule 11 price authority or rate allows shipments to be interchanged from one railroad to another using each carrier's specific price authority. It is the shipper who combines each railroad's price authority to create an interline movement.

Shipping instructions for Rule 11 shipments must be sent only to the origin carrier. The origin carrier forwards all shipping information to the other carriers in the route. "Rule 11" must be indicated on the original shipping instructions along with each price authority for the rail carriers involved in the movement. Even though all price authorities are stated only on the origin railroad's shipping instructions, each railroad will invoice the shipper separately. In addition, the intermediate (cross-town) notify party and the final notify party along with both phone numbers are required on Rule 11 shipping instructions. (See Item 16: Shipping Instructions.)

Cross-town transfers are not included on Rule 11 shipments that originate on

BNSF, regardless if the price authority allows Rule 11. (See Item 40: Furnishing Chassis.)

On interline shipments, Rule 11 can only be used if the price authority specifically states Rule 11 is applicable. If a Rule 11 notation is not on the price authority, the rate assessed will be a published BNSF FAK joint-line rate in effect at the time of shipment. If no BNSF FAK interline rate is applicable, the rate assessed will be the BNSF FAK rate to the interchange point, plus a \$500 charge.

##### c. Haulage or other

Other interline arrangements such as Voluntary Coordination Agreements (VCAs), haulage agreements, or trackage right alliances are methods to market and price on other railroads. These agreements typically show a "BNSF" route (with BNSF incurring the cross-town and other railroad's charges).

#### **PRICE AUTHORITY MODIFICATIONS**

Unless a price authority specifically states that a rate level or other term cannot be changed, BNSF reserves the right to modify any pricing authority at any time regardless of expiration date shown on the pricing authority. Each price authority is effective until expired, cancelled, or reissued by a BNSF Marketing or pricing person. In addition, BNSF reserves the right to adjust rates when the other carrier(s) increase portions of the joint-line rates.

If a shipment is misdescribed, BNSF has the right to revoke the price authority and/or the BNSF transportation contract for that shipper. (See Item 18: Shipment Misdescription).

These price authority modification conditions apply to all price authorities (including multi-party agreements).

(See Item 22: Service Modification.)

#### **ITEM 5: APPLICABLE INDUSTRY PUBLICATIONS**

The following publications (or successors) also govern transportation services subject to the *BNSF Intermodal Rules and Policies Guide* in effect at the time of shipment.

**UNIFORM FREIGHT CLASSIFICATION: 6000 SERIES**

This publication provides commodity descriptions, [subject to released valuations](#), general packaging requirements, and contract terms and conditions for the Uniform Bill of Lading. It is published by [American Short Line and Regional Railroad Association](#), RAILINC for the National Railroad Freight Committee.

**OFFICIAL OPEN PREPAY STATIONS LIST: OPSL 6000 SERIES**

This publication identifies stations (such as intermodal facilities) and operations (for example accepts TOFC/COFC shipments, provides mechanical lifts, and specifies Intermodal Market Extension (IMX) facilities). It also contains shipping instructions, station numbers, and freight station accounting code numbers. RAILINC publishes it.

**OFFICIAL INTERMODAL EQUIPMENT REGISTER**

This publication contains trailer and container descriptions and associated identification numbers. It provides the vehicle ownership, length, height, width, and any special characteristics, such as mechanical, insulation, special load securement, protective service, devices, etc. This is issued by the Intermodal Publishing Company, Ltd., Agent.

**STANDARD TRANSPORTATION COMMODITY CODE: STCC 6001**

This publication contains commodity descriptions, including hazardous and explosive commodities. RAILINC publishes it.

**M 930, M 931 AND M 943**

Specifications M 930, M 931, and M 943 of the AAR Manual of Standards and Recommended Practices. This publication identifies trailer, container, and chassis construction requirements and defines standards and recommended practices. The Association of American Railroads publishes it.

**BUREAU OF EXPLOSIVES TARIFF: BOE 6000 SERIES**

This publication contains rules and regulations for packaging, placarding, and transporting explosive and hazardous materials. It is a reprint of Parts 171-180 of Title 49: Code of Federal Regulations for Hazardous Materials. This is published in the Bureau of Explosives Publications.

**DIRECTORY OF HAZARDOUS MATERIALS SHIPPING DESCRIPTIONS**

This publication lists hazardous materials and associated shipping descriptions. RAILINC publishes it.

**INTERMODAL LOADING GUIDE**

This publication identifies loading, blocking and bracing requirements for intermodal shipments. RAILINC publishes it.

**AAR INTERMODAL INTERCHANGE RULES**

This publication describes intermodal interchange rules, billing, and repair procedures. The Association of American Railroads publishes it.

**ITEM 6: BNSF REJECTION RIGHTS**

BNSF reserves the right to reject any vehicle or shipment not complying with the *BNSF Intermodal Rules and Policies Guide*.

However, failure of BNSF to reject a vehicle or shipment for non-compliance does not constitute a waiver of the *BNSF Intermodal Rules and Policies Guide* requirements and will not make BNSF responsible for loss, damage, or injury resulting from non-compliance. The shipper retains full responsibility for non-compliance.

(See Item 58: Shipper Responsibilities.)

**ITEM 7: GOVERNING LAW AND JURISDICTION**

The offer and the transportation contract are interpreted according to Texas State laws.

**ITEM 8: LAWS AND REGULATIONS COMPLIANCE**

BNSF may elect to take whatever action it deems reasonable to resolve the situation if a shipment at any point during transit:

- Is deemed unsafe, illegal, prohibited; OR
- Does not meet BNSF, federal, state, or local laws and regulations (including, but not limited to, vehicle gross axle weight, vehicle size, blocking, bracing, loading, or lading).

However, BNSF is not under any obligation to take action. The shipper and receiver remain jointly and severally liable for all expenses, costs, fines, penalties, and damages (including, but not limited to, property and equipment) resulting from the shipper's failure to properly tender the

shipment in accordance with applicable laws and regulations governing freight transportation. (See Item 58: Shipper Responsibilities.)

Tank containers will not be accepted for movement unless the shipment complies with applicable Department of Transportation regulations and the American Association of Railroad's "600" specifications for tank containers. (See Item 45: Loaded Tank Containers.)

THE SHIPPER WILL DEFEND AND INDEMNIFY BNSF FROM ALL FINES, ATTORNEY'S FEES AND COSTS ARISING FROM THE FAILURE TO CONFORM TO APPLICABLE LAWS, REGARDLESS OF THE NEGLIGENCE OR ALLEGED NEGLIGENCE OF BNSF IN DETECTING THE NON-CONFORMANCE. BNSF IS NOT RESPONSIBLE FOR ANY FINES, ATTORNEY'S FEES OR COSTS ARISING FROM FAILURE OF BNSF TO DETECT SHIPPER NON-CONFORMANCE TO APPLICABLE LAWS. The shipper will, at its expense, accept BNSF's defense in any claim, action, or suit arising from the shipper's failure of conforming to applicable laws and regulations.

The shipper must conform to the Carriage of Goods at Sea Act when tendering an international shipment. The Carriage of Goods at Sea Act identifies international packaging and liability limitations.

The arbitrator cannot modify or void any provisions of the transportation contract.

The expenses, fees, and costs of the arbitration are to be divided equally among all parties involved. However, each party will pay its own attorney fees.

Judgment may be entered on the findings and/or awarded by the arbitrators in any court having jurisdiction over the dispute. Each party expressly consents to this type of judgment.

## ITEM 9: ARBITRATION

If a dispute arises regarding terms of the transportation contract, interpretation, application, or enforcement, any party may provide written notification to the appropriate parties that indicates the dispute should proceed to arbitration. If the dispute cannot be resolved within thirty (30) days after notification, the dispute will be referred to an arbitrator (or arbitrator panel) and decided according to the rules and procedures of the American Arbitration Association. The decisions of the arbitrator (or panel) are final and binding on all parties involved in the dispute.

Arbitration is not an option for any of the following circumstances:

- Questioning the validity or propriety of any terms of the offer.
- Inquiring the validity or propriety of rate levels in any price authority.
- Involving disputes for amounts exceeding \$25,000.

## CREDIT AND COLLECTIONS

### ITEM 10: BNSF CREDIT AND COLLECTIONS

BNSF's requirements regarding credit and collections are stated below.

#### **BNSF CREDIT**

1. Credit must be established and approved by the BNSF Credit Department at 1-785-435-2937 or utilize the [www.bnsf.com](http://www.bnsf.com) web site at [http://www.bnsf.com/business/new\\_cust\\_main.html](http://www.bnsf.com/business/new_cust_main.html).
2. Without established credit, all shipments must be paid for in advance of service.
3. All payments (including, but not limited to, freight charges and accessorial service charges) must be paid in U.S. funds by the shipper in accordance with BNSF credit terms or individual contract terms. Charges for accessorial services will be charged to the shipper.  
(See Item 4: Price Authorities Application, Item 12: Fuel and Other Surcharges, Item 13: Accessorial Services and Charges, and Item 14: Special Assessments.)
4. BNSF reserves the right, at its sole discretion, to cancel credit and to require cash in advance of service.

#### **BNSF COLLECTION**

1. Payments of freight and other invoiced charges must be made by Electronic Funds Transfer (EFT) or Automated Clearing House (ACH). The shipper will authorize BNSF to originate electronic debit entries to the shipper's checking account and will authorize the bank to debit the amount of such entries from the shipper's account within seven (7) days of BNSF's invoice date.
2. If the shipper is on a cash basis (paid by cashier's check, certified check or by wire transfer) payment must be received before or at the time shipment is tendered. Vehicles tendered by shippers on a cash basis will be held by BNSF until payment is received. Checks should be sent to BNSF Accounting

Revenue Management, 176 East Fifth Street, St. Paul, MN, 55101.

3. In the event of an invoice error, a balance due bill or refund will be issued.
4. If the shipper's bank dishonors any electronic funds transfer submitted by BNSF, the shipper will be given written notice and the price authorities utilized may be terminated.
5. In the event a shipper is delinquent on any outstanding BNSF payments or charges, unless under dispute, BNSF reserves the right to withhold and/or deduct any refunds and/or incentive payments due to the shipper. Payments to BNSF that exceed the applicable payment terms are considered to be delinquent. [\(See the process for an invoice dispute in Item 11: Invoiced Disputes.\)](#)
6. In the event the shipper fails to pay any undisputed invoiced charges within the credit period and fails to provide adequate documentation to dispute the charges within the credit terms, BNSF will apply a finance charge on all delinquent invoices. The finance charge will be the highest rate allowed by law. (See Item 11: Invoice Disputes.)
7. [If filing a lading \(freight\) claim, all outstanding payments or charges are due according to standard payment terms. If applicable, any reimbursement of payments will be handled in the claims process. \(See Item 64: Lading Claims and Filing Procedures.\)](#)
- 7-8. In the event litigation becomes necessary to collect unpaid freight and other invoiced charges, the shipper will also be responsible for all charges associated with the litigation, including, but not limited to, court costs and attorney's fees.

### ITEM 11: INVOICE DISPUTES

A shipper contending an erroneous charge shall pay the amount the shipper believes is correct and provide a written explanation attached to the

invoice, which shall be returned to the stated address within the BNSF credit period or applicable contract terms. Finance charges will apply on delinquent, non-disputed invoices. (See Item 10: BNSF Credit and Collections.)

Shipper and receiver liability for price authority charges is joint and several by tendering the shipment and accepting delivery.

### **ITEM 12: FUEL AND OTHER SURCHARGES**

All transportation services and shipments will be subject to any fuel cost recovery surcharge implemented by BNSF or imposed on BNSF, regardless of price authority (including all multi-party, contracts, and other agreements).

During times that a fuel surcharge is levied, the fuel surcharge charge (percentage or dollar amount) can be viewed on the [www.bnsf.com](http://www.bnsf.com), web site, under the Intermodal Business Area ([http://www.bnsf.com/business/iabu/html/intermodal\\_fuel\\_surcharge.html](http://www.bnsf.com/business/iabu/html/intermodal_fuel_surcharge.html)) or obtained from a BNSF Marketing representative.

If necessary, BNSF may regardless of price authority (including all multi-party, contracts, and other agreements) apply other surcharges on transportation services and shipments. For information regarding other surcharges, please contact a BNSF Marketing representative.

### **ITEM 13: ACCESSORIAL SERVICES AND CHARGES**

Accessorial charges may include, but are not limited to, load, unload, chassis use, storage, delivery, pick up, detention, repackaging, inspection, overload, driver standby, driver assist, driver count, lift, and split delivery. The shipper should refer to applicable Items for stated charges or contact a BNSF representative for any other accessorial service charges.

If the shipper requests and submits a BNSF authorization form for accessorial services, BNSF will make a diligent effort to execute the request. The shipper is responsible for any applicable accessorial charges and associated federal, state and local taxes or charges, regardless of BNSF obtaining an authorization.

(See Item 10: Credit and Collections and the summary of charges in Appendix B: Charges and Amounts.)

### **ITEM 14: SPECIAL ASSESSMENTS**

All transportation services and shipments will be subject to any special assessments or surcharges implemented by BNSF or levied on BNSF, regardless of price authority (including all multi-party, contracts, and other agreements).

In addition, BNSF may require the shipper to pay any costs, fees, taxes, tolls, duties, levies, usage fees, access fees, and special charges assessed to BNSF on applicable shipments that are imposed by, but are not limited to, any port authority, federal, state, local, or governmental agency.

### **ITEM 15: STRIKE PROVISIONS**

A request for relief from charges due to a strike by the shipper's agents or employees or by BNSF agents or employees must be made in writing within fifteen (15) days of the strike's end. BNSF has sole discretion to grant or deny any or all relief from such charges.

## SHIPPING INSTRUCTIONS

### ITEM 16: SHIPPING INSTRUCTIONS

Proper shipping instructions are necessary for BNSF to provide the correct transportation services and to invoice the appropriate rate.

#### **SHIPPING INSTRUCTIONS INFORMATION**

All shipments must be tendered with complete shipping instructions (via EDI, BNSF's Internet Shipping Instructions, or fax to the Centralized Waybill Center at 1-800-786-2455) or utilize the BNSF "Quick Bill" program. (For electronic interchange information, the eBusiness site is available at [http://www.bnsf.com/e\\_services/](http://www.bnsf.com/e_services/) or the Intermodal fax form can be located at <http://www.bnsf.com/business/iabu/assets/pdf/billform.pdf>.)

Shipping instructions must be received prior to BNSF accepting the vehicle at a BNSF facility or prior to dispatching an empty vehicle for BNSF origin drayage. (See Item 3: Complete Offer Acceptance.)

Submit shipping instructions at least one hour before the vehicle arrives at the gate for non-hazardous loads, and at least two hours prior to in-gate for shipments containing hazardous commodities. (See Item 27: Hazardous Commodities.)

When delivering the vehicle to a BNSF facility, the drayman must state the applicable shipper and intermodal facility destination, and if appropriate, must also declare any hazardous commodities.

Shipments arriving at BNSF facilities with incomplete, missing or incorrect shipping instructions may be held at origin and/or destination until complete and correct shipping instructions are provided to BNSF (by proper billing methods of either EDI, BNSF's Internet Shipping Instructions, or fax to 1-800-786-2455). Detention and storage charges will be assessed at origin and/or destination for shipments that are delayed while shipping instructions are completed or corrected. (See Item 55: Storage Free Time and Charges and Item 56: Detention Free Time and Charges).

Shipping instructions are kept for a limited time. The shipping instructions will be deleted if the associated shipment has not been tendered within eight (8) days for containers and five (5) days for trailers. After these time periods, new shipping instructions must be sent to BNSF before tendering the shipment.

Any notation on the shipping instructions directing transportation by BNSF that is inconsistent with or attempts to change the terms of the complete offer (see Item 2: Complete Offer):

- Will be interpreted as a notation made for the private benefit and information of a person or party other than BNSF; AND
- Will not be a part of the offer.

The price authority stated on the shipping instructions cannot be changed after a vehicle is tendered to a BNSF facility. (See Item 4: Price Authorities Application.)

To change shipping instructions, see Item 17: Shipping Instructions Changes. Shipments may be subject to charges when changing shipping instructions, depending upon the changes made and associated timing.

For any shipment misdescribed or tendered without the proper information or conditions, the shipper can incur additional charges. (See Item 18: Shipment Misdescription, Items in the Equipment Chapter, Item 25: Prohibited Commodities, Equipment, and Associated Charges, and Item 26: Restricted Commodities, Equipment, and Associated Charges.)

When retrieving the vehicle from a BNSF facility, the drayman must indicate the shipper, vehicle initial and number, and assigned pick-up (security) number.

#### **REQUIRED SHIPPING INSTRUCTIONS ELEMENTS**

The shipping instructions are considered complete only when all the required elements stated below are provided to BNSF (via EDI, BNSF's Internet Shipping Instructions, or fax).

##### **1. Equipment**

- Equipment initial and number
- Equipment length
- "TOFC" or "COFC" movement classification

##### **2. Movement Information**

- Intermodal service code (see Item 21: Intermodal Service Codes)
- Intermodal service level (see Item 20: Intermodal Service and Service Levels)
- Origin intermodal facility
- Destination intermodal facility
- Actual origin

- Actual destination
  - Actual origin ZIP code
  - Actual destination ZIP code
  - Shipper
  - Receiver
  - Beneficial owner
  - Actual shipper
  - Actual receiver
  - Notify party name
  - Notify party phone number
  - Notify party fax number
  - Route (use the exact route shown on the price authority)
  - If international:
    - Embarkation or debarkation port
    - Vessel name
    - Voyage number
    - Booking number
    - Broker's name
    - Actual piece count
    - In-bond: (specify yes or no)
      - If yes: Specify railroad bond or shipper bond
      - If railroad bond: Customs Immediate Transportation (IT) Manifest information (see Item 19: Rail Carrier Bond)
  - If interline or Rule 11:
    - Cross-town and final notify parties
    - Cross-town and final notify phone numbers
    - Rule 11 (specify yes or no) (see Item 4: Price Authorities Application)
      - If yes: Specify all other railroads' price authorities
- 3. Pricing/Invoicing**
- Price authority (document name). (See Item 4: Price Authorities Application.) The price authority stated on the shipping instructions cannot be changed after a vehicle has been tendered to BNSF.
  - Shipper's instructions number (also considered "working order," "tracking," "pro number", or "PO number")
  - Freight charges payer
  - Prepaid or collect
- 4. Commodity**
- Actual commodity description
  - Actual Standard Transportation Commodity Code (STCC)
  - Gross cargo weight (including blocking and bracing). If the gross cargo weight is greater than 29,000 pounds, the Intermodal Safe Container Act (SCA) requires certain information be provided. The documentation for the SCA will only be accepted via EDI or fax shipping instructions. No SCA documentation will be accepted at the gate. The required SCA elements are:
    - Gross cargo weight
    - Actual commodity description. FAK is not a valid description if any commodity equals or exceeds more than 20% of the total shipment weight.
    - Certifying party (specify if other than the shipper)
    - Certification or EDI data transfer date (specify if different than the shipping instructions date)
  - Hazardous materials (specify yes or no)
    - If yes, the following information is required in the format required by 49 CFR:
      - Proper shipping name (FAK description or FAK STCC is not allowed)
      - Hazard class
      - UN/NA identification number (when required)
      - Packing group (when required)
      - Total quantity as described in 49 CFR
      - 24-hour emergency response telephone number (when required)
      - Other additional shipping instructions (paper instructions) information when required by 49 CFR in 172.200 through 172.300.
    - [Fumigated shipments, if yes, see Item 27: Hazardous Commodities.](#) (See Item 27: Hazardous Commodities.) (For complete hazardous material information required by the Department of Transportation, please refer to 49 CFR.)
  - Bulk bladder (flexitank) shipments require:
    - 24-hour emergency response telephone number (for all commodities)
    - Actual commodity description and associated STCC
    - "Bulk bladder" or "flexitank" must be declared as part of the commodity description. (See Item 46: Bulk Bladder (Flexitanks) Shipments.)
  - Tank container shipments require:

- Commodity description written on the outside of the tank container in a waterproof medium. (See Item 45: Loaded Tank Containers.)

#### 5. Shipments to or from Mexico or Canada

Providing all of the following information for Canadian and Mexican traffic allows BNSF to forward accurate information. In addition, a complete set of customs documents should be sent to the connecting carrier to prevent delays.

- Customs broker name (provide in the special instructions field)
- Customs broker phone number (provide in the special instructions field)
- Actual shipper's name
- Actual shipper's address
- Actual shipper's city
- Actual shipper's state/province
- Actual shipper's postal code
- Actual receiver's name
- Actual receiver's address
- Actual receiver's city
- Actual receiver's state/province
- Actual receiver's postal code
- Actual importer's name (purchaser of goods)
- Actual importer's address (purchaser of goods)
- Actual importer's city
- Actual importer's state/province
- Canadian shipper's or receiver's name, address, city, state/province, and postal code
- Piece count (quantity) and package type (must be in the comment field)
- Route (complete route)
- Weight (total weight and unit of measure)
- Seal number
- Actual commodity description
- Actual STCC (FAK STCC 4611110 is not accepted)
- Fumigated shipment
  - Date of fumigation
  - Type and amount of fumigant used
- Dollar value (stated in U.S. funds)
- Good's origin country
- Final destination country
- US port of entry
- Port of export
- Location of goods if pending clearance
- Carrier transporting goods
- If LTL (less than truck load) shipments:
  - Package Number
  - Goods major components

- Goods weight

Other documents needed to enter Mexico in addition to the shipping instructions:

- Commercial invoice
- Cargo manifest declaration (for a single product)
- Shipper's export declaration
- Certificate of origin
- Broker entry form

#### **TEMPORARY "QUICK BILL" SHIPPING INSTRUCTIONS**

BNSF will not allow vehicles in the gate without complete shipping instructions. In lieu of receiving shipping instructions (via EDI, BNSF's Internet Shipping Instructions, or fax) prior to the vehicles gate arrival, BNSF will accept a pre-established Quick Bill number as a temporary shipping instruction substitute, if the shipper's drayman can provide the following information at the BNSF origin facility:

- Shipper
- Origin intermodal facility
- Destination intermodal facility
- "Quick Bill" number

When the shipper uses a Quick Bill, complete shipping instructions (via EDI, BNSF's Internet Shipping Instructions, or fax) must be received within twenty-four (24) hours of the vehicle being tendered to BNSF. Failure to send shipping instructions will delay a vehicle at the destination facility. (See Item 55: Storage Free Time and Charges).

BNSF is not responsible for verifying information provided at the gate and comparing it to the complete shipping instructions supplied by EDI, BNSF's Internet application, or fax.

Quick Bill privileges will be discontinued if the Quick Bills are not followed up within twenty-four (24) hours with complete shipping instructions.

In addition, BNSF is not responsible for delivery of the shipment to the wrong destination facility if BNSF was provided incorrect Quick Bill information by the drayman. In this event, the shipper (as indicated by the drayman) providing the Quick Bill is responsible for the freight charge to the (proper) destination, plus any additional transportation cost to move the vehicle to the different destination.

## ITEM 17: SHIPPING INSTRUCTIONS CHANGES

Only one shipping instruction change may be made per shipment. BNSF will make a reasonable effort to execute the request, but is not responsible if the requested change cannot be made.

No changes will be allowed on in-bond shipments without prior approval from a BNSF International Customer Solutions representative.

### **PRIOR TO IN-GATE**

Prior to tendering the vehicle, shipping instruction changes may be allowed at no charge with written documentation sent (via EDI, BNSF's Internet shipping instructions application, or fax to 1-800-786-2455) to the BNSF Centralized Waybill Center. (See Item 16: Shipping Instructions.)

### **AFTER IN-GATE**

The price authority stated on the original shipping instructions cannot be changed once a valid price authority has been provided to BNSF and the vehicle has been accepted at a BNSF facility. (See Item 4: Price Authorities Application.)

#### **1. Before Shipment Is Loaded**

Before a shipment is loaded on a railcar, some shipping instruction changes may be allowed at a charge of \$50 with written documentation provided to a BNSF Customer Solutions representative or by utilizing the secured BNSF Internet Shipping Instructions Modifications web site. The chargeable shipping instruction changes consist of service code, service level, TOFC/COFC status, destination hub, route, vehicle removal prior to outbound rail movement, in-bond changes, vehicle removal, split deliveries, and receiver name or address on service codes 20, 27, 40, 47, 60, 67, 80 or 87. Any change to the service level, service code, TOFC/COFC status, destination hub, split deliveries, in-bond, or route must still be valid for the price authority indicated on the shipping instructions when the vehicle was tendered to BNSF. (See Item 19: Rail Carrier Bond, Item 20: Intermodal Service and Service Levels, Item 21: Intermodal Service Codes, and Item 51: Multiple Drayage Deliveries.)

Removal of a vehicle from BNSF prior to outbound rail transportation will be assessed a \$200 charge, the \$50 for changing shipping instructions, any applicable storage and detention charges (see Item 55: Storage Free

Time and Charges and Item 56: Detention Free Time and Charges), and any other applicable charges.

#### **2. After Shipment Is Loaded**

Changing or correcting the destination facility on the shipping instructions is not practical after a vehicle is loaded onto a railcar.

If it is determined that a change can be accomplished without adversely affecting other shipments, then the charge will be \$500 per vehicle, plus any applicable price authority differential. Contact a BNSF Customer Solutions representative for a destination facility change or utilize the secured BNSF Internet Shipping Instructions Modifications web site.

If the requested change cannot be made and a different destination is still desired, the shipment must terminate to the original billed destination. After arrival at the (original) destination, new shipping instructions must be sent (via EDI, BNSF's Shipping Instructions Internet site, or fax) to move the shipment to the different destination. Movement to the different destination must have a valid price authority.

#### **3. After Shipment is Unloaded**

Changing the notify party after notification has been made at destination will result in a \$50 charge, plus the applicable price authority differential.

If the notify party changes or refuses the load, any other applicable charges incurred, such as shipping instruction changes, and applicable storage and detention charges, must be paid by the shipper. (See Item 55: Storage Free Time and Charges.)

All notify party changes must be faxed to the Centralized Waybill Center at 1-800-786-2455 or can be made using the secured BNSF Internet Shipping Instructions Modifications web site.

## ITEM 18: SHIPMENT MISDESCRIPTION

### **MISDESCRIPTION DEFINITION**

The shipper is responsible to provide complete and accurate information as stated within this *BNSF Intermodal Rules and Policies Guide*.

Misdescriptions constitute any shipment information provided to BNSF that is erroneous or incomplete. Shipment misdescriptions include

improperly describing information deemed necessary throughout this *BNSF Intermodal Rules and Policies Guide* such as shipping instructions and information, commodity descriptions, shipment information, vehicle information, shipper, beneficial owner, or price authority.

#### **MISDESCRIPTION CHARGES**

The shipper will be assessed the following charges, in addition to any applicable price differential, and other applicable charges:

- A \$500 charge per vehicle for a misdescribed shipment that contains non-Restricted commodities
- A \$2000 charge for a misdescribed shipment that contains Prohibited or Restricted commodities (excluding Hazardous)
- A \$5000 charge per vehicle for a misdescribed shipment that contains Hazardous commodities.

BNSF has the right to inspect shipments to ensure shipping instructions accuracy and proper loading, but it is not required to perform such inspections. (See Item 38: Vehicle Inspections.)

If a misdescribed shipment occurs, BNSF has the right to revoke the price authority and/or the BNSF transportation contract for that shipper. (See Item 4: Price Authorities Application.)

(In addition, see Item 16: Shipping Instructions, and Item 26: Restricted Commodities, Equipment and Associated Charges.)

#### **ITEM 19: RAIL CARRIER BOND**

Price authorities may under certain limited circumstances include the use of BNSF's bond on international shipments moving under an "immediate transportation (IT) manifest entry."

The shipper will be assessed a \$ ~~200~~ ~~425~~ charge per vehicle to use the BNSF bond. A BNSF bond may be requested, however, BNSF is not obligated to authorize use of the bond. The importer of record must be the rail shipper on the shipping instructions.

If an authorized BNSF bond is used, the shipper must provide the U.S. Customs IT number on the shipping instructions submitted to BNSF. The original IT must be delivered to the origin BNSF intermodal facility prior to, or at the time of, movement for the railroad bonded import shipment.

The vehicle initial and number must be on the IT when tendered to BNSF for signature before proceeding to customs for execution.

If the vehicle and IT number are missing on the shipping instructions, the shipper will be assessed a \$200 charge per vehicle. (See Item 16: Shipping Instructions.)

BNSF's bond can only be used for:

- Transloaded shipments (moving contents from one vehicle to another), when the transloading is performed at a bonded warehouse; OR
- Shipments delivered from the port facility to a BNSF facility or from a BNSF facility to actual destination (prior to customs clearance) with a bonded drayman.

Before a vehicle is removed from BNSF premises for customs clearance, a permit to transfer the bond's responsibility must be secured by the shipper to cover all in-bond shipments moving under BNSF's U.S. Customs bond.

If shipments move on a BNSF Customs bond, the shipper must provide documentation, including copies of the blanket manifest, outbound seal records, and applicable vehicle numbers for any customs claims (due to incomplete or improper customs documents).

Inappropriate use of the BNSF bond will incur a \$10,000 charge in addition to all other damages or costs incurred.

THE SHIPPER GUARANTEES PAYMENT AND AGREES TO INDEMNIFY BNSF FROM AND AGAINST ALL LOSS AND LIABILITY FOR CUSTOMS DUTIES, TAXES AND ANY OTHER REVENUE LOSS DUE TO ASSESSMENT UNDER THE STATUTES, RULES, OR REGULATIONS OF THE UNITED STATES CUSTOMS SERVICE AND INTERNAL REVENUE SERVICE. THIS APPLIES AFTER DELIVERY BY BNSF TO THE RECEIVER OR ITS DESIGNATED AGENT ON IN-BOND SHIPMENTS RESULTING, IN WHOLE OR IN PART, FROM ANY FAILURE BY THE SHIPPER OR ITS DESIGNATED AGENTS TO COMPLY WITH RULES OR REGULATIONS, INCLUDING, BUT NOT LIMITED TO, SHORTAGES, IRREGULAR DELIVERY OR NON-DELIVERY OF IN-BOND SHIPMENTS MOVING UNDER THIS *INTERMODAL RULES AND POLICIES GUIDE*, REGARDLESS OF NEGLIGENCE OR ALLEGED NEGLIGENCE OF BNSF.

|         |
|---------|
| SERVICE |
|---------|

## ITEM 20: INTERMODAL SERVICE AND SERVICE LEVELS

### SERVICE LEVELS

BNSF provides the following service level options (in various price authorities and service schedules):

- E G Expedited** - For extremely time-sensitive shipments, this provides the fastest service available (competitive with 900-mile-per-day over-the-road, team driver service) and has seven days per week availability at destination.
- P Premium** - Truck-competitive service for trailers or containers supplies premium train service (comparable with 500-mile-per-day or single-driver truck service) and has seven days a week availability at destination.
- ~~**D**—Train service for trailers or containers provides seven days a week availability at destination.~~
- N R No weekend availability Premium** - Train service for trailers or containers offering ings weekday (Monday-Friday) availability at the destination.
- V Value** - Service in selected markets to address fluctuating supply and demand needs.
- Y Empty** - Train service provided for the supplies movement of for empty vehicles.

### SERVICE

Schedules and service levels are subject to change without notification.

When a specific service level is not noted on the pricing authority, BNSF will transport a shipment with reasonable dispatch, but not on any particular train or schedule. BNSF will not be liable for failure to perform transportation services.

### FORCE MAJEURE

BNSF will be excused from any obligation to perform transportation services when performance is prevented or delayed, in whole or in part, by an act of God, fire, high winds, flood, earthquake, civil or military authority, war, riot, epidemic, strike or other labor disturbance, wreck, BNSF and/or shipper equipment, facilities, or mechanical breakdown, or any other catastrophic influence.

(See Item 8: Laws and Regulations Compliance, Item 22: Service Modification, and Item 34: Equipment Availability.)

## ITEM 21: INTERMODAL SERVICE CODES

The following valid intermodal service codes must be used when providing shipping instructions to BNSF. (See Item 16: Shipping Instructions.)

Service codes describe the shipment type, equipment owner, and required movement (delivery).

### INTERMODAL SERVICE CODES

#### Shipment Type: Domestic

| Equipment Owner: | Rail | Steamship | Private |
|------------------|------|-----------|---------|
| Door to Door     | 20   | 40        | 60      |
| Door to Hub      | 22   | 42        | 62      |
| Hub to Hub       | 25   | 45        | 65      |
| Hub to Door      | 27   | 47        | 67      |

#### Shipment Type: International

| Equipment Owner: | Rail | Steamship | Private |
|------------------|------|-----------|---------|
| Door to Door     | 20   | 80        | 60      |
| Door to Hub      | 22   | 82        | 62      |
| Hub to Hub       | 25   | 85        | 65      |
| Hub to Door      | 27   | 87        | 67      |

(For additional information, see the Definitions and the Items in the Drayage chapter.)

## ITEM 22: SERVICE MODIFICATION

BNSF is not obligated to continue ownership, maintenance or operation of any rail line or intermodal facility and reserves the right to modify

or discontinue any service or service offering, regardless of price authority type (including contractual agreements and interline arrangements). (See Item 4: Price Authorities Application.) In such instances, BNSF will provide as much notice as possible to minimize the impact of necessary changes.

BNSF shall not be liable for any increased transportation costs or consequential damages that may result from such disposition, modification, or discontinuation.

(See Item 20: Intermodal Service and Service Levels.)

### **ITEM 23: RAIL STOP-OFFS (INTERMEDIATE STOPS)**

All shipments are delivered only to the intermodal facilities stated on the price authority.

Rail stop-offs are requests to detain a shipment and/or unload a shipment at any point between the origin and destination intermodal facilities indicated on the price authority or the shipping instructions.

Intermediate or rail stop-offs are not permitted for intermodal shipments.

(See Item 1: Rules and Policies Guide Application and Item 4: Price Authorities Application.)

### **ITEM 24: EMBARGO**

An embargo is a temporary measure to control shipments that threaten operations and warrants restrictions of such movements. The embargo is an order that prohibits further movement of, including, but not limited to, specific shippers, commodities, or equipment.

Once shippers are notified of an embargo, any shipment in question cannot be tendered to BNSF and is prohibited on BNSF until the embargo is lifted.

Failure to adhere to the embargo status or advise BNSF of any shipment in BNSF's custody or control will result in the shipper incurring a charge of \$50,000 per shipment, in addition to other applicable charges.

Failure to comply with an embargo places all aspects of liability with the shipper. The shipper is liable for any incident and all associated costs resulting from tendering an embargoed shipment including, but not limited to, distressed loads, derailments, loss of life, injury, destruction and contamination of property, equipment, lading, and structures, remediation, restoration, and train and terminal operations.

**PROHIBITED, RESTRICTED AND HAZARDOUS COMMODITIES AND EQUIPMENT**

**ITEM 25: PROHIBITED COMMODITIES, EQUIPMENT, AND ASSOCIATED CHARGES**

**PROHIBITED CHARGES AND LIABILITY**

The prohibited commodities and equipment described below will not be accepted by BNSF. Violation of any condition covered in this Item will result in a \$10,000 charge per vehicle, in addition to the freight charges and any other applicable charges payable by the shipper. The shipper will also be responsible for any and all charges incurred to recondition rail-controlled equipment.

Failure to adhere to all prohibited commodities or equipment provisions places all aspects of liability with the shipper. The shipper is liable for any incident and all associated costs resulting from tendering prohibited commodities and equipment including, but not limited to, distressed loads, derailments, loss of life, injury, destruction and contamination of property, equipment, lading, and structures, remediation, restoration, and train and terminal operations.

The shipper holds BNSF harmless for any or all acts of negligence if the provisions are not followed.

(See Item 8: Laws and Regulations Compliance.)

**PROHIBITED COMMODITIES**

Under no condition will the shipper tender or BNSF knowingly accept the following prohibited commodities under the conditions described below.

- **Bulk commodities or products**
- **Division 1.1, 1.2, 1.3, or 1.4 explosives** as defined in 49 CFR 173.50 (Code of Federal Regulations pertaining to explosives) **to or from the cities or ports of Galveston, TX, Houston, TX, La Porte, TX, Morgans Point, TX, and Barbours Cut, TX** via BNSF.
- **Division 1.1, 1.2 or 1.3 explosives** as defined in 49 CFR 173.50 (Code of Federal Regulations pertaining to explosives) **to or from Houston, TX**, via BNSF.
- **Rail-controlled equipment containing the following prohibited commodities:**
  - **Carbon blacks**

- **Dump carts**
- **Hides, pelts, skins**, or any other animal products with contaminating odor
- **Trailers**
- **Wagons**
- **Hazardous materials**, substance, waste, or environmentally harmful commodities **in bulk bladders (flexitanks)**. (See Item 46: Bulk Bladder Shipments.)

**PROHIBITED EQUIPMENT**

Equipment that should not be tendered to BNSF:

- **Vehicles that cannot be lifted by standard means** (lifting arms, twist-locks, or side-pins or any approved lift attachments on-hand).

(See Item 31: Vehicle Specifications and Standards and Item 32: Oversized Shipments.)

**ITEM 26: RESTRICTED COMMODITIES, EQUIPMENT, AND ASSOCIATED CHARGES**

**RESTRICTED CHARGES AND LIABILITY**

The restricted commodities and equipment described in this Item can only be tendered to BNSF when the following conditions are met.

Violation of any condition covered in this Item will result in a \$5,000 charge per vehicle, in addition to the freight charges and any other applicable charges payable by the shipper. The shipper will also be responsible for any and all charges incurred to recondition rail-controlled equipment.

Failure to adhere to all restricted commodities or equipment provisions places all aspects of liability with the shipper. The shipper is liable for any incident and all associated costs resulting from tendering restricted commodities and equipment including, but not limited to, distressed loads, derailments, loss of life, injury, destruction and contamination of property, equipment, lading, and structures, remediation, restoration, and train and terminal operations.

The shipper holds BNSF harmless for any or all acts of negligence if the provisions are not followed.

**RESTRICTED COMMODITIES AND EQUIPMENT REQUIREMENTS**

Restricted commodities and equipment may NOT be tendered unless the following conditions are met.

1. A special price authority for the restricted commodity or equipment must be established and provided to BNSF on the shipping instructions (see Item 4: Price Authorities Application); AND
2. The conditions or restrictions noted for the restricted commodity or equipment must be adhered to; AND
3. Loading patterns and procedures recommended by BNSF's [Load and Ride Solutions team \(LARS\) \(formerly known as Damage Prevention Services group\)](#) must be utilized (to contact [LARS](#) (Damage Prevention Services), see Appendix C: Phone Numbers); AND
4. All shipping instructions must declare the actual restricted commodity description and accurate applicable STCC. Any type of FAK commodity description or FAK STCC is not allowed for these restricted commodities. (See Item 16: Shipping Instructions.)

**RESTRICTED COMMODITIES**

The following commodities are classified as restricted.

- **Air-flight training aids, devices, or electronics.**
- **Ammunition.** This must be billed in accordance to applicable provisions of the Hazardous Material Transportation Act and comply with all regulations of (Title) 49 CFR. Shipments shall be protected at the shipper's expense by applying a high quality cable seal or bolt seal to the door hasp. The seal must be recorded on the shipping instructions.
- **Animals or carcasses.**
- **Asphalt (asphaltum) natural or asphalt compounds, by-products, or petroleum.**
- **Bakery product waste.**
- **Bulk bladder shipments,** also known as flexitanks. (See Item 46: Bulk Bladder Shipments.)
- **Bulk commodities or products.** Any type of bulk commodity must be packaged or sealed (thus, the commodity will no longer be

considered bulk) and loaded properly to prevent shifting, contamination or remnants. Loading of loose bulk commodities or products without packaging or sealing is prohibited.

- **Carbon blacks in private equipment** (prohibited in rail-controlled equipment).
- **Christmas trees.** BNSF will not be liable for any deterioration or damage of lading, nor will BNSF be liable for market decline or deterioration resulting from delay. Further, BNSF will not be liable for any lading deterioration due to the door or vent position (open or closed), nor will BNSF be responsible for monitoring the door or vent position while the vehicle is in the rail carrier's possession. BNSF will not be liable for lading damage or deterioration due to doors or vents that admit (or do not admit) rain, dirt, snow, heat, cold, air circulation, etc. (See Item 63: Unlocated Lading Loss or Damage.)
- **Cigarettes.** This commodity may only be shipped in a vehicle lined with a waterproof liner six (6) millimeters thick that encapsulates the entire load for protection. Lining the vehicle is the shipper's sole responsibility.
- **Coiled metal products.** This includes roll, spool, reel, plate, sheet, rod, and strip coiled metal products in excess of 3,500 pounds.

In addition to the special provisions and a special price authority, a "BNSF Coiled Metal Products Letter of Agreement" must be signed by the shipper and filed with BNSF. Non-compliance to any term in this *BNSF Intermodal Rules and Policies Guide* or in the Letter of Agreement will result in a \$10,000 per vehicle charge, in addition to all other applicable charges noted in this *BNSF Intermodal Rules and Policies Guide*.

Coiled metal products must be designated with the actual commodity description and proper STCC on the shipping instructions.

All coiled metal shipments must be tendered (in-gated) directly to a BNSF facility. BNSF will not accept intermodal coiled metal shipments via steel-wheel interchange or from port (on-dock) locations.

The loading pattern must be approved by [Load and Ride Solutions](#) (Damage Prevention Services) and an associated loading registration number will be issued. Customers are required to submit an Equipment/Loading Certification document for each coiled metal shipment. Certification

must be faxed to 1-785-435-2790 and received prior to loading and moving the shipment.

When tendering coiled metal products, the shipper is fully responsible for using equipment that is not greater than ten (10) years old, is in suitable condition to carry concentrated weights, and has no visible defects. In addition, the shipper must properly distribute the weight for the load over the floor, sills and cross-members of the vehicle.

Any coiled metal products weighing less than or equal to 5,000 pounds must be loaded on a hardwood skid (as defined by the AAR) that has a minimum deck surface dimensions of four (4) feet by four (4) feet, along with three (3) four (4) inch by four (4) inch skid runners, unless exempted by [Load and Ride Solutions](#) (Damage Prevention Services).

Coiled products exceeding 5,000 pounds must be loaded on a Load and Roll Pallet, sled, or similar type of weight distribution system, unless exempted by [Load and Ride Solutions](#) (Damage Prevention Services). No more than 25,000 pounds can be loaded in any ten (10) linear feet or 2,500 pounds per linear foot on the equipment floor, and this weight must be distributed evenly over the entire floor surface.

Metal coils weighing less than 3,500 pounds will not require a signed Coiled Metal Letter of Agreement or Certification. However, coils weighing less than 3,500 pounds must be loaded as single coils, and cannot be stacked or loaded in a manner that produces additional concentrated weights on the floor of the vehicle.

Fiber-optic cable, wire rope, electrical cable, or similar commodities on reels and spools will be excluded from the Coiled Metal Letter of Agreement and Certification process.

The Letter of Agreement and Certification can be obtained on the [bnsf.com](http://www.bnsf.com/business/iabu/html/coiled_metal.html) web site, under the Intermodal Business Area, Coiled Metal site ([http://www.bnsf.com/business/iabu/html/coiled\\_metal.html](http://www.bnsf.com/business/iabu/html/coiled_metal.html)).

- **Copper cathode.**
- ~~Copra.~~
- **Creosote or creosoted materials.**
- **Dimensional, high/wide or oversize loads.** (See Item 31: Vehicle Specifications and

Standards and Item 32: Oversized Shipments).

- **Dump carts, trailers and wagons in private equipment** (prohibited in rail-controlled equipment).
- **Extraordinary valued property.** (See the "Liability" chapter.)
- **Fish scrap or meal.**
- **Firearms.** The shipment shall be protected at shipper's expense by applying a high quality cable seal or bolt seal to the door hasp.
- **Fresh fruits and vegetables.** These may only move from hub-to-hub in private refrigerated equipment (service code 65) with the following exception.

The field-fresh or farm-fresh commodities listed below may move hub-to-hub in rail-controlled equipment (service code 25) if they have not undergone any subsequent artificial or mechanical drying, dehydrating, or other processing of any kind:

- **Potatoes, other than sweet (STCC 01195)**
- **Apples, fresh (STCC 01221)**
- **Carrots (STCC 01312)**
- **Onions, dry (STCC 01318)**
- **Garlic, fresh or green (STCC 01319)**
- **Beans, dry ripe (STCC 01341)**
- **Seeds, dry ripe vegetable, NEC (STCC 01349)**
- **Watermelons (STCC 01392)**
- **Pumpkins or squash (STCC 01397)**

BNSF will not be liable for any deterioration of lading, nor will BNSF be liable for market decline or deterioration resulting from delay. Further, BNSF will not be liable for any deterioration of lading due to the vent position (open or closed) in vented trailers, nor will BNSF be responsible for monitoring the vent position while the vehicle is in the rail carrier's possession. BNSF will not be liable for lading damage or deterioration due to vents that admit (or do not admit) rain, dirt, snow, heat, cold, air circulation, etc. (See Item 63: Unlocated Lading Loss or Damage.)

- **Hazardous commodities including:**
  1. Hazardous commodities as listed in the 49 CFR 172.101 Table when placarding is required by DOT regulations.
  2. Hazardous commodities moving by tank container. (See Item 45: Loaded Tank Containers.)
  3. Chemicals derived from vanadium ore.
  4. Class 3 Flammable Liquids (defined in 49 CFR 173.120 Code of Federal

Regulations) in temperature-controlled vehicles UNLESS:

- Shipped in limited quantities (defined in 49 CFR 171.8 Code of Federal Regulations); OR
  - The temperature-controlled unit is running at a temperature of five (5) degrees Fahrenheit below the lowest flash point of the Class 3 flammable liquid in the load; OR
  - The vehicle is equipped with a minimum of two (2) vents that are open when the vehicle is tendered to BNSF. Each vent must be two hundred (200) square inches or larger in size.
5. Radioactive commodities.
  6. Polychlorinated biphenyl (PCB).
  7. Scrap batteries as described in Items 95150 to 95160 of AAR UFC 6000 Series. This commodity (allowed only in private equipment) must be loaded on pallets (properly rear braced) with stretch-wrap around each pallet and the entire load encapsulated in a six (6) millimeter thick plastic liner.
  8. Waste etiologic agents, NOS (not otherwise specified) for example, surgical, pathological and laboratory waste, waste hospital needles, syringes and IV tubing.
  9. Waste materials, hazardous (part 261, Title 40, Code of Federal Regulations, STCC-48).
- (See Item 27: Hazardous Commodities for additional requirements and Item 63: Unlocated Lading Loss or Damage.)
- **Hides, pelts, skins, or any other animal products** with contaminating odor in private equipment (prohibited in rail-controlled equipment). If a shipment is found to be leaking, the shipper will be responsible for all clean up and associated costs.
  - **Household goods or personal goods** (subject to a release value not to exceed 10 cents per pound).
  - **Military communications outfits**, telegraph, telephone, teletype, or related radio equipment.
  - **Missiles, rockets**, electronic apparatus, frame assemblies, or guidance systems.
  - **Motor vehicles**, including automobiles and/or trucks, freight and/or passenger.
  - **Nuclear materials, substances or wastes.**
  - **Plants.** BNSF will not be liable for any deterioration or damage of lading, nor will BNSF be liable for market decline or deterioration resulting from delay. Further, BNSF will not be liable for any lading deterioration due to the door or vent position (open or closed), nor will BNSF be responsible for monitoring the door or vent position while the vehicle is in the rail carrier's possession. BNSF will not be liable for lading damage or deterioration due to doors or vents that admit (or do not admit) rain, dirt, snow, heat, cold, air circulation, etc. (See Item 63: Unlocated Lading Loss or Damage.)
- **Printed materials** (advertising material, newspapers, periodicals, books, catalogs, and telephone directories) designated as any STCC between 2711100 and 2749999 2744446.
  - **Railway wheels**, new or used.
  - **Rolled paper.**
  - **Rolling mills.** Weight must be distributed so no more than 25,000 pounds are in any ten (10) linear feet, or 2,500 pounds per linear foot on the equipment floor. This is accomplished by use of bearing pieces, cribbing, or other proper securement items.
  - **Scrap metal.** The scrap metal must be packaged or sealed such that no contamination or remnants are left in rail-controlled equipment. Scrap metal may be loaded in private (non-rail controlled) equipment, however must be properly described and loaded.
  - **Shellfish (such as clam, mussel or oyster) in bulk or in raw state.**
  - **Temperature sensitive articles requiring protection from heat or cold.** (See Item 44: Temperature-Controlled Equipment.)
  - **U.S. mail (contract).**
  - **Vehicle components** (including loose or baled scrap metal) that leak oil and grease including, but not limited to, axles, differentials, engine blocks, and transmissions. These must be packaged or sealed such that no contamination or remnants are left in rail-controlled equipment. When using private equipment, the actual commodity must be properly declared and necessary steps must be taken to prevent any leakage from the vehicle during transportation.
  - **Waste materials**, non-hazardous (Title 40, Code of Federal Regulations).

**RESTRICTED EQUIPMENT**

The following types of equipment are classified as restricted:

- **Bulk bladder shipments**, also known as flexitanks. (See Item 46: Bulk Bladder Shipments.)
- **Bundled chassis**. (See Item 42: Bundled Chassis).
- **Flat racks, flat beds, or any open-top container** for domestic shipments. (The restriction for this equipment does not apply to international traffic. However, dimensional, high-wide or oversized loads in flat racks, flat beds, or any open-top container equipment is Restricted for both domestic and international shipments).
- **Intermodal (portable) tank containers**. (See Item 45: Loaded Tank Containers).
- **Irradiated cask containers**.
- **Temperature-controlled or refrigerated vehicles**. (See Item 44: Temperature-Controlled Equipment).

Submit the shipping instructions at least two hours before tendering a hazardous shipment. The shipment must obtain approval from a BNSF representative in advance of delivering the vehicle to BNSF. (See Item 16: Shipping Instructions). All shipping instructions must be complete with all the hazardous information, including the actual hazardous commodity description and accurate applicable STCC. Any type of FAK commodity description or FAK STCC is prohibited for hazardous commodities. Shipping instructions cannot state an FAK description or an FAK STCC and then be updated to the actual hazardous description or STCC. [For a fumigated shipment, see section 7 of this Item.](#)

For a hazardous shipment, the following information is required on the shipping instructions in the format required by 49 CFR:

- Proper shipping name
- Hazard class
- UN/NA identification number (when required)
- Packing group (when required)
- Total quantity as described in 49 CFR
- 24-hour emergency response telephone number (when required)
- Other additional shipping instructions (paper instructions) information when required by 49 CFR in 172.200 through 172.300.

## ITEM 27: HAZARDOUS COMMODITIES

### HAZARDOUS COMMODITIES REQUIREMENTS

The shipper of hazardous materials, substances, or wastes must meet the requirements within this Item.

#### 1. Shipper's Sole Responsibility

The shipper must comply with:

- Applicable Department of Transportation regulations in Title 49 CFR.
- Applicable Environmental Protection Agency regulations in Title 40 CFR.
- All federal, state, and local laws governing hazardous commodities (such as materials, substances and wastes) and associated topics such as selecting equipment, placarding, labeling, marking, blocking, bracing, loading, unloading, storing, and handling.

BNSF has legal recourse against any party, including the shipper, for failure to comply with regulations and laws. The shipper is solely responsible and guarantees payment for all expenses, fines, and costs relating to non-compliance.

#### 2. Complete Shipping Instructions

Shipping instructions (including manifest, accurate descriptions of the chemical and physical commodity characteristics, and other documentation) must arrive prior to tendering the vehicle at a BNSF facility.

#### 3. Hazardous Placards

Side mounted hazardous placards must be located in the area that is at least one (1) foot from the top of the vehicle, four (4) feet from the vehicle's bottom, and at least five (5) feet from the vehicle's end to ensure visibility. End placards must be located with the same height restrictions.

#### 4. Tank Containers

Hazardous commodities shipped in tank containers must be in approved tank containers (registered with the AAR and authorized for that commodity as stipulated in 49 CFR 172.101 and the referenced provisions of 49 CFR Part 173). Tank containers also must comply with the Canadian Transportation of Dangerous Goods regulations when any part of the move takes place in Canada.

The commodity description must be printed legibly in a waterproof medium on both sides of the tank container. Letters of

the description must be at least two inches in height. The placement of the name must conform to the same specifications for placarding stated in section 3 of this Item.

(See Item 45: Loaded Tank Containers.)

**5. Empty Portable Tank Containers**

Empty vehicles containing hazardous residue from the prior load require the same documentation and placarding as the loaded move.

**6. Bulk Bladder Shipments**

Under no circumstances will the shipper tender or BNSF knowingly accept any hazardous materials, substance, waste, or environmentally harmful commodities in bulk bladders.

(See Item 25: Prohibited Commodities, Equipment, and Associated Charges and Item 46: Bulk Bladder Shipments.)

**7. Fumigated Shipment**

On transport documents and shipping instructions, the proper STCC and commodity description must be used, along with the date of fumigation, the type of fumigant, and the amount of fumigant. The date, type, and amount must also be displayed on the doors.

If the shipment is under fumigation, there must be instructions for disposal of the residual fumigant, along with a rectangular warning sign, not less than 300 mm wide and 250 mm high, with black print on a white background and lettering not less than 25 mm high. This warning sign must be affixed to the doors where it will be easily seen by anyone attempting to enter the interior of the equipment.

**8.7. Leaking Shipment**

If a shipment being tendered to BNSF is found to be leaking, the shipment will be rejected. However, a safe haven will be offered for a leaking shipment, until the shipper can inspect, decontaminate, clean, repair and/or remove the vehicle. The actual restoration and clean up of the safe haven and BNSF property will be the responsibility of the shipper.

If the shipment is found to be leaking while in BNSF's possession, BNSF will notify the shipper as described in section ~~13.42~~ of this Item.

The shipper will be responsible for storage, detention, and other charges

incurred due to a leaking shipment, improper or incomplete shipping instructions, and other items mentioned throughout this *BNSF Intermodal Rules and Policies Guide*.

**~~9.8.~~ Shipper Cleaning Requirements**

After unloading or rejecting the hazardous commodity and before returning and releasing any equipment to BNSF, the shipper must inspect, decontaminate, clean, and repair the equipment used for the shipment.

The shipper is responsible for inspecting, decontaminating, and cleaning:

- Any adjacent or vicinity property.
- All environmental damage when a release (including spill or leak) occurs.
- All areas that were contaminated by the release including the origin loading point, destination unloading point, any location en route, or any place where loading and/or unloading occurred.

The inspecting, decontaminating and cleaning must be in accordance with applicable requirements of BNSF, federal, state, and local laws and regulations, including DOT regulations in 49 CFR 174.57 (Code of Federal Regulations pertaining to hazardous materials). If the equipment is not cleaned or restored, the shipper is responsible for BNSF's cost for cleaning or restoring the equipment, including the cost plus a 50% handling charge, with a minimum of a \$500 charge.

**~~10.9.~~ Disposal and/or Disposal Facilities**

It is the shipper's responsibility to select a disposal facility, receive the shipment, and warrant that the facility has and will maintain all applicable federal, state, or local permits and licenses required to operate the disposal facility.

**~~11.10.~~ Insurance Liability**

The shipper agrees to keep current general liability (including contractual liability) insurance for at least the amount required by law for bodily injury and property damage, including any other insurance required by law. At BNSF's request, the shipper must provide certification of insurance.

**~~12.11.~~ Shipper Indemnity**

- a. The shipper is solely responsible for and will indemnify BNSF against all property

loss or damage, injury, death, incident, or any other liability, including fines, BNSF costs, late payments, attorney fees and all expenses resulting from any of the following:

- Not complying with any of the sections (1-~~14.43~~) addressed within this Item 27: Hazardous Commodities.
- Improperly loading or unloading equipment.
- Sending or supplying improper shipping instructions or information.
- Tendering unacceptable commodities or a leaking shipment.
- Resulting from any spill, response, mitigation, clean up, or disposal due to shipper's non-compliance with outlined obligations.
- Utilizing or resulting from privately owned or leased defective equipment. The *BNSF Intermodal Rules and Policies Guide* does not commit BNSF to accept privately owned or leased equipment.
- Shipping chemicals or contaminants (or traces of) in a commodity that is not described in the hazardous commodity's proper shipping name.
- Resulting expenses from compliance with 49 CFR 174.16 (b) (Code of Federal Regulations pertaining to hazardous materials).

- b. In the case of an incident, the shipper will:
- Pay for clean up and restoration or reimburse BNSF for all related costs and expenses addressed in section 8 plus a 50% handling charge, with a minimum of a \$500 charge; AND
  - Clean up to BNSF's satisfaction and to the satisfaction of any governmental body with jurisdiction.

- c. The shipper will assume all legal defense against any third party claims for damage caused by failure to comply with these obligations.

- d. THE RESPONSIBILITIES OUTLINED IN SECTION ~~12.44~~ OF THIS ITEM WILL APPLY REGARDLESS OF ANY NEGLIGENT ACT OR OMISSION, IF BNSF CONTRIBUTES TO SUCH LOSS, DAMAGE, OR COST.

**~~13.42~~. Incident Notification**

BNSF will immediately notify the shipper in the event the vehicle is involved in an incident or hazardous commodities are discharged while the vehicle is in BNSF's possession. Each party will take immediate action as required under applicable federal, state, and local laws, rules or regulations. Nothing contained in this paragraph shall alter either the shipper's or BNSF's responsibilities and obligations as outlined in this *BNSF Intermodal Rules and Policies Guide*.

(See Item 30: Shipment Adjustments and section 7 of this Item.)

**~~14.43~~. Non-conforming Wastes**

The shipper will be allowed to return any non-conforming wastes (as deemed by the disposal facility) to the origin at the same rate charged for the inbound movement. BNSF will not store non-conforming waste on the property. The shipper is solely responsible for paying any demurrage, detention, hold, storage, and additional transportation charges related to handling of the non-conforming wastes.

(See Item 58: Shipper Responsibilities and Item 63: Unlocated Lading Loss or Damage.)

## EQUIPMENT

### ITEM 28: SHIPPER VEHICLE LOADING

The shipper is responsible for proper loading methods, including proper weight distribution, blocking and bracing and any resulting damage to the vehicle. (See Item 58: Shipper Responsibilities for more blocking and bracing details.)

Weight must be distributed evenly over the entire surface of the equipment floor, with no more than 25,000 pounds in any ten (10) linear feet or 2,500 pounds per linear foot.

Loading specifications can be referenced in the BNSF Loading Procedures or the AAR Loading Guide. Vehicles must meet AAR M 930, M 931, and M 943 requirements.

Contact BNSF Load and Ride Solutions (Damage Prevention) concerning proper loading techniques. (See Appendix C: Phone Numbers.)

Shipper is responsible to protect the safety and integrity of the lading, including but not limited to, the application of security-type seals to the shipment for prevention of unauthorized access to lading.

When BNSF provides a vehicle, the shipper is responsible to inspect and determine if the vehicle is suitable to protect and preserve the lading during transit. If the vehicle is not suitable, the shipper is responsible for any additional drayage charges resulting from such rejection. BNSF will not be liable for loss or damage to lading caused by defects in a vehicle that the shipper inspection could have discovered prior to loading.

(See Item 8: Governing Law and Jurisdiction. If loading hazardous commodities, see Item 27: Hazardous Commodities. Some special equipment is outlined in Item 25: Prohibited Commodities, Equipment, and Associated Charges, Item 26: Restricted Commodities, Equipment and Associated Charges, and other Items in this Equipment chapter.)

### ITEM 29: SHIPPER VEHICLE UNLOADING AND CLEANING

The shipper is responsible for unloading lading without damaging the vehicle. Unless otherwise stated on the price authority, the receiver must completely unload the vehicle, including all blocking and bracing material and any other debris. Any special equipment must be returned to the vehicle in its proper place. If the receiver

fails to comply with these cleaning requirements, BNSF can clean or reject the vehicle.

If BNSF cleans the vehicle, the shipper will be assessed the cost for cleaning plus a 25% cleaning charge, with a minimum of \$250.

BNSF reserves the right to reject the vehicle and assess detention charges until the vehicle is returned clean. (See Item 56: Detention Free Time and Charges).

(See Item 58: Shipper Responsibilities for more blocking and bracing details. If shipment contains hazardous commodities, see Item 27: Hazardous Commodities.)

### ITEM 30: SHIPMENT ADJUSTMENTS (DISTRESSED LOADS)

If a shipment requires transferring, adjusting, repackaging, or cleaning while in BNSF possession (including in transit), BNSF Damage Prevention Services will notify the shipper of the requirements and the availability of a third-party contractor to perform the adjustments. The shipper will pay all expenses and manage the shipment's transferring, adjusting, repackaging, or cleaning with a contractor of choice. The shipper is responsible for all adjustments, except on proof by the shipper of BNSF's negligence.

(See Item 58: Shipper Responsibilities for general shipper responsibilities and charges for improperly blocking, bracing, distributing weight, and loading a vehicle. In addition, see other Items in this Equipment chapter.)

### ITEM 31: VEHICLE SPECIFICATIONS AND STANDARDS

BNSF will not provide concessions, payments, or movements for any vehicles that do not meet the specifications and standards addressed in this Item, unless special arrangements are made.

Vehicles must comply with the stated requirements.

#### GENERAL VEHICLE REQUIREMENTS

1. The vehicle must be of suitable design and construction for standard lift-device handling (lifting arms, twist-locks, side-pins, or any approved lift attachment).

2. The vehicle must be a suitable design and construction for safe TOFC/COFC service on railcars, streets, and highways. This includes, but is not limited to, compliance with the AAR Specifications M 931 (TOFC service and trailers), M 930 (COFC service and containers), and M 943 (chassis provisions).
3. The vehicle must meet governmental safety regulations and licensing requirements in jurisdictions of vehicle operation.
4. The shipper must provide necessary vehicle licensing, either permanent or temporary.

#### **SPECIFIC VEHICLE REQUIREMENTS**

1. The vehicle body length must be no less than 19 feet and no more than 53 feet.
2. The vehicle outside body width (measurement from the outside wall of tire to the outside wall of opposite tire) must be no more than 8'6".
3. The vehicle height cannot be more than 13'6" with a maximum suitable lifting height of 9'6".
4. The vehicle identifying initials and numbers must be clearly marked, properly sized and located, so the markings are legible by a person standing on the ground when the vehicle is loaded on a railcar.
5. Any enclosed vehicle must have tight fitting doors with suitable locking and sealing devices. [\(See Item 28: Shipper Vehicle Loading and Item 58: Shipper Responsibility.\)](#)
6. Tank containers must be marked with "AAR 600", indicating the tank container is compliant with AAR specifications. (See Item 45: Loaded Tank Containers.)  
Tank containers and vehicles with temperature-control devices require a special price authority for movement.  
Flat racks, flat beds, and open-top equipment require a special price authority for domestic movements.  
(See Item 26: Restricted Commodities, Equipment and Associated Charges, Item 32: Oversized Shipments, and Item 44: Temperature-Controlled Equipment.)

(See Item 33: Maximum Vehicle Weight and Overweight Handling, Item 58: Shipper

Responsibilities, and Item 65: Equipment Liability and Claims Procedures.)

## **ITEM 32: OVERSIZED SHIPMENTS**

### **OVERSIZED DEFINITION**

An oversized shipment consists of the lading (including blocking and bracing) that exceeds the length, width, and/or height of any vehicle, including, but not limited to, flat beds, flat racks, or open-top loads.

### **OVERSIZED SHIPMENT REQUIREMENTS**

1. The shipper must use a special price authority for oversized shipments, issued by a BNSF Marketing or pricing representative. A dimensional, high/wide or oversized load is a Restricted commodity. (See Item 26: Restricted Commodities, Equipment, and Associated Charges.)
2. BNSF's Manager of Clearance must approve the loaded dimensions prior to moving the oversized shipment. BNSF's Mechanical Department must inspect and approve the loading of any oversized shipment at the BNSF facility. (See Item 31: Vehicle Specifications and Standards).
3. The shipment must be lifted by standard means (lifting arms, twist-locks, side-pins, or any approved lift attachment on-hand).
4. Contact your BNSF Marketing representative to obtain approval to handle the load at both the BNSF origin and destination facilities.
5. The shipper must apply for and pay any special permits, bonds, or escorts to comply with any federal, state, or municipal regulations. The shipper is responsible for any additional expenses or fines incurred for oversized shipments.

### **OVERSIZED LOAD ADJUSTMENTS**

1. If an adjustment to the load is required, the shipper will incur all related expenses.
2. The shipper is responsible for all storage and detention charges incurred at origin. At destination, the notify party shall be responsible for storage and detention charges incurred. (See Item 55: Storage Free Time and Charges.)

3. BNSF is not responsible for fines, inspections, blocking, bracing, transloading, vehicle damage, storage, or unloading expenses incurred due to weight or oversized non-compliance. (See Item 33: Maximum Vehicle Weight and Overweight Handling, and Item 58: Shipper Responsibilities.)

### **ITEM 33: MAXIMUM VEHICLE WEIGHT AND OVERWEIGHT HANDLING**

#### ***MAXIMUM VEHICLE WEIGHT***

The shipper will ensure the vehicle lading and axle weights conform to federal, state, and municipal highway safety and weight limitations. BNSF may, but is not required to, weigh any shipment.

The maximum gross weight that BNSF can accept or deliver is 65,000 pounds. Maximum gross weight consists of the gross cargo weight plus the total vehicle weight (including the chassis weight). BNSF's weight requirements apply to all shipments, including vehicles received in interchange.

If an overweight shipment is discovered upon arrival at a BNSF facility, the vehicle will be rejected at the gate. If an overweight shipment is discovered or suspected after arrival at a facility, the shipper will be notified to retrieve the vehicle.

(See Item 8: Laws and Regulations Compliance, Item 58: Shipper Responsibilities, and Item 63: Unlocated Lading Loss and Damage.)

#### ***OVERWEIGHT VEHICLE CHARGES***

A shipper who tenders an overweight vehicle will be subject to a \$500 charge per vehicle, will arrange for and incur all costs of adjusting the shipment's weight, and will be responsible for all applicable storage and detention charges.

The shipper will be responsible for storage charges, which will apply while the vehicle is detained at a BNSF facility. Storage charges will begin after the shipper receives notice of the overweight condition. No storage free time is provided for overweight vehicles. (See Item 55: Storage Free Time and Charges.)

Detention charges will also be the shipper's responsibility from the time the original vehicle is placed at the facility of the party modifying (unloading) the load, until the shipment is re-tendered to BNSF. (See Item 56: Detention Free Time and Charges.)

BNSF is not responsible for any fines (including, but not limited to, federal, state, and municipal), inspections, clean up, leaks, blocking, bracing, transloading, vehicle damage, storage, unloading or other expenses incurred due to weight non-compliance.

#### ***IMX DRAYAGE***

BNSF performed IMX drayage does not excuse the shipper's responsibilities of these weight and highway loading regulations. In the event an IMX tractor/vehicle combination exceeds federal, state, BNSF, and/or municipal weight limitations, BNSF cannot perform the IMX drayage until the vehicle meets such regulations.

The shipper of an overweight IMX vehicle will:

- Be subject to the \$500 overweight charge per vehicle; AND
- Be responsible for any fines, inspections, blocking, bracing, transloading, storage, vehicle damage, unloading, transloading costs, or other expenses incurred; AND
- Reimburse BNSF for all payments made to reconcile an overweight vehicle when BNSF is performing the IMX drayage.

### **ITEM 34: EQUIPMENT AVAILABILITY**

A BNSF offer to transport a vehicle is subject to availability of appropriate equipment, which will be determined by BNSF at the time a vehicle is requested or tendered to BNSF.

### **ITEM 35: BNSF (UIIA) TRUCKER INTERCHANGE APPLICATION**

The notify party for the rail-controlled equipment must be the shipper or a valid Uniform Intermodal Interchange Agreement (UIIA) contract holder. A UIIA Agreement can be obtained by calling the Intermodal Association of North America at 1-301-474-8700, or acquired on-line at <http://www.uiia.org/>. A participating UIIA drayage company can be found by calling the UIIA offices at 1-877-438-8442.

When the vehicle is made available to a drayman who is party to the BNSF Uniform Intermodal Interchange Agreement (UIIA), the BNSF (UIIA) Access Agreement will apply. If the drayman who is party to the BNSF (UIIA) Access Agreement refuses to obtain the vehicle, storage charges (see Item 55: Storage Free Time and Charges) will be assessed to the shipper or whomever is responsible for the vehicle being

stored, beginning the first 12:01 a.m. after notification.

When BNSF is responsible for obtaining and/or delivering the vehicle, the *BNSF Intermodal Rules and Policies Guide* is the governing document for storage, detention, and loading/unloading rules and charges. (See Item 55: Storage Free Time and Charges, Item 56: Detention Free Time and Charges, and Item 57: Driver Loading/Unloading Free Time and Charges).

If BNSF is not responsible for obtaining or delivering the shipment and the notify party is someone who is not party to a BNSF (UIIA) Access Agreement, the *BNSF Intermodal Rules and Policies Guide* is the governing document while the vehicle is in BNSF's possession.

When retrieving the vehicle from a BNSF facility, the drayman must indicate the shipper, vehicle initial and number, and assigned pick-up (security) number.

If using NACS equipment, see Item 37: North American Container System.

(If using private equipment, see Item 41: Private Chassis Registration and Item 54: Private Equipment Drayage Insurance.)

## **ITEM 36: EQUIPMENT ORDERS AND OUTSTANDING EQUIPMENT ORDERS (BUSTED ORDERS)**

### **EQUIPMENT ORDERS**

Rail-controlled equipment should be ordered from the Customer Equipment Order Center (1-888-428-2673, option 4) or 1-800-596-8372. Rail-controlled equipment can also be ordered by the web at [www.nacsfirst.com](http://www.nacsfirst.com).

The shipper is responsible to inspect equipment and determine if it is suitable for protecting and preserving lading during transit. (See Item 28: Shipper Vehicle Loading and Item 58: Shipper Responsibilities.)

Rail-controlled equipment orders should be cancelled if the equipment is ordered, but is not needed or is unsuitable for loading.

### **OUTSTANDING EQUIPMENT ORDERS**

Rail-controlled equipment that is ordered for a BNSF location and not obtained (picked up) from the BNSF facility will be charged \$15 per vehicle. An outstanding equipment order (equipment ordered, but not obtained) is also described as a "busted order."

This charge will not apply if the Customer Equipment Order (CEO) Center is notified that the equipment is not needed or is unsuitable for loading within four (4) business hours of the equipment being assigned to the shipper's equipment order.

Disputed busted order charges for rail-controlled equipment must be directed to Infinity Intermodal (1-800-446-6554, option 7).

For NACS equipment, see Item 37: North American Container System (NACS).

## **ITEM 37: NORTH AMERICAN CONTAINER SYSTEM (NACS)**

### **NACS OVERVIEW**

The NACS program allows specially marked containers to move among participating railroads.

An overview of the NACS program can be seen on the [www.bnsf.com](http://www.bnsf.com) web site, under Intermodal, Equipment, in the NACS Overview (or [http://www.bnsf.com/business/iabu/html/nacs\\_overview.html](http://www.bnsf.com/business/iabu/html/nacs_overview.html)).

The NACS National Service Center can address questions regarding the program, web site, or charges at 1-800-596-8372.

Described in this Item are key aspects of the NACS program and participation. The equipment charges, street interchange rules, and information for shipments traversing the US/Canada border have been condensed from the NACS equipment rules.

NACS equipment will be considered rail-controlled and applicable to this *Intermodal Rules and Policies Guide*, with the exceptions noted in this Item or the NACS documentation.

### **1. NACS Participation Requirements**

To participate in the NACS program on BNSF, the shipper must sign the NACS Customer Agreement. NACS registration can be accessed via the [www.nacsfirst.com](http://www.nacsfirst.com) web site (<http://www.nacsfirst.com/>) or calling the NACS National Service Center at 1-800-596-8372.

### **2. Equipment Charges**

The shipper pays an (detention) equipment charge when the equipment is not moving on a participating NACS railroad system. This charge covers the street time equipment expense, which is not included in the rail (line-haul) transportation rate.

**a. Origin terminal**

There are NACS equipment detention (per diem) charges ~~is \$15 per day (for full or fraction of a day) for the first ten (10) days and \$50 thereafter.~~ See the charges on the BNSF.com site, under Markets, Intermodal, Equipment, in the NACS Overview ([http://www.bnsf.com/business/iabu/html/nacs\\_overview.html](http://www.bnsf.com/business/iabu/html/nacs_overview.html)).

The detention charge begins at 12:01 a.m. the day after the vehicle is removed from the intermodal facility and continues until a NACS participant accepts the vehicle. NACS equipment will not be accepted without proper shipping instructions. (See Item 16: Shipping Instructions.)

**b. Destination terminal**

There are NACS equipment detention (per diem) charges ~~is \$15 per day (or fraction of a day) for the first ten (10) days. Thereafter, the charge is \$50 per day (or fraction of a day).~~ See the BNSF.com web site, under Markets, Intermodal, Equipment, in the NACS Overview ([http://www.bnsf.com/business/iabu/html/nacs\\_overview.html](http://www.bnsf.com/business/iabu/html/nacs_overview.html)).

The charge begins at 12:01 a.m. the day after notification (availability) and continues until the container is returned (loaded or empty) to the intermodal facility with the proper shipping instructions.

**c. Order equipment**

To obtain NACS equipment from a BNSF intermodal facility, the drayman must have a valid BNSF (UIIA) Access Agreement. (See Item 35: BNSF (UIIA) Trucker Interchange Application.)

NACS equipment can be ordered online at [www.nacsfirst.com](http://www.nacsfirst.com) (<http://www.nacsfirst.com/>).

**d. Outstanding equipment orders (busted orders)**

NACS equipment orders should be cancelled if the equipment is ordered, but is not needed or is unsuitable for loading.

Cancellation of equipment orders must occur no later than four (4) business hours (between 8 a.m. to 5 p.m. of the shipper's time zone, seven days per

week) after the equipment has been confirmed to the shipper's equipment order. NACS equipment orders can be cancelled online at [www.nacsfirst.com](http://www.nacsfirst.com) (<http://www.nacsfirst.com/>) or by calling the NACS National Service Center (NSC) at 1-800-596-8372. Call the NSC to report any equipment found unsuitable for loading.

If cancellation of the order does not occur within the four (4) business hours after confirmation of the equipment order, the shipper will be charged \$15 for each NACS container ordered, but not obtained (picked up or pulled out-gate) from that BNSF facility.

**e. Holidays and weekend closures**

For notification received after 12:00 p.m. (noon) of the day preceding either a weekend or a holiday (listed below), equipment charges begin at 12:01 a.m. of the first business day (Monday - Friday) following the holiday or weekend. If a container is removed from an intermodal facility during this period, equipment charges begin as outlined in section 2 b (Destination terminal).

Holidays applicable for NACS equipment:

- U.S. holidays (applies only to NACS equipment in the US): New Year's Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas Day.
- Canadian Holidays (applies only to NACS equipment in Canada): New Year's Day, St. Jean Baptiste Day (PQ only), Canada Day, Christmas Day, and Boxing Day.

The holidays referred to in other Items of this *BNSF Intermodal Rules and Policies Guide* are described in the Definitions.

**f. Inappropriate interchange charge**

A \$350 per vehicle misuse charge will be assessed to the shipper if NACS equipment is interchanged to a non-NACS participant.

**3. Street Interchange (flying interchange)**

Street interchange (or also described as a flying interchange) is reloading or interchanging the NACS vehicle while it is in the shipper's possession, instead of returning

the equipment empty to a BNSF intermodal facility.

Street interchanges are permitted between shippers if the drayman has a valid BNSF (UIIA) Access Agreement.

In addition, street interchanges are allowed for NACS equipment among different offices of the same shipper. When a NACS container is interchanged between one shipper and a different office of the same shipper, BNSF will reset the detention (per diem) clock, and each office will incur a separate set of per diem charges. The office initially responsible for the equipment will incur the applicable charges on the day of interchange. Only one interchange per out-gated load to an in-gated load will be allowed. This provision applies only to containers removed loaded from a BNSF facility.

BNSF's policy does not allow empty to empty street interchanges.

If the equipment is interchanged between shippers on the street, the appropriate interchange form must be executed and faxed to NACS at 1-267-468-2615 at least ~~two (2)~~ **four (4)** hours prior to tendering a container at the origin intermodal facility. The shipper who has possession of the container at 12:01 a.m. will pay that day's equipment charge.

All maintenance and repair charges are the responsibility of the drayman returning the container.

#### 4. Customs

Specific documentation is required by law to accompany all transborder movements. Failure to supply accurate and complete customs documentation will result in refusal to accept the container at the intermodal facility and equipment charges will continue to accrue.

Containers delayed at an intermodal facility or en route due to customs inspection or lack of customs paperwork are the sole responsibility of the shipper along with any equipment charges that may apply during these delays. U.S. domestic shipments traversing U.S./ Canadian borders must also be accompanied by additional information other than FAK commodity descriptions, which includes, but is not limited to, weight, piece count, and commodity shipped. (See Item 16: Shipping Instructions).

## ITEM 38: VEHICLE INSPECTIONS

### **GATE INSPECTIONS**

BNSF will prepare a vehicle inspection form on any vehicle entering or departing a BNSF facility, and will furnish the form to the drayage (motor) carrier acting as the shipper's agent. The inspection verifies the seal records, documents vehicle damage, identifies the drayage carrier, and may check for proper loading procedures, hazardous placarding, blocking, and bracing.

The drayage carrier will be given the opportunity at the time of the inspection to take exception to any entries on the inspection form prior to entering or departing the BNSF facility. Any inspection exceptions or corrections must be made in the BNSF computer system and a corrected inspection form will be furnished. Hand-written exceptions or damage on an inspection form are not valid for documenting exceptions or damage, and will not be accepted for claims purposes.

At some locations, BNSF has installed "driver assisted gate technology", which allows a drayage carrier (driver) to check the equipment entering and departing the facility without the intervention of BNSF hub or gate personnel. At locations with this technology, the drayage carrier (driver) will be responsible to inspect the equipment, and if damage is found, will advise BNSF hub personnel of the damage so the damage can be noted.

After receipt of an inspection form (with or without exceptions), the drayage carrier will be liable for the loss, theft or damage, and any damage or repair cost to the vehicle, lading, property or person while in the drayage carrier's possession.

A vehicle originating at an IMX facility is subject to inspection at the intermodal rail facility. (See Item 33: Maximum Vehicle Weight and Overweight Handling.)

Any non-compliant shipment will incur delays at the intermodal facility until corrected by the shipper and applicable charges including storage and detention will apply. (See Item 55: Storage Free Time and Charges.)

(See Item: 6 BNSF Rejection Rights, Item 58: Shipper Responsibilities, and Item 62: BNSF Limited Liability.)

### **INSPECTION RIGHTS**

BNSF retains the right, without obligation, to inspect and/or weigh a shipment when the vehicle is tendered or at any time while the vehicle is in

BNSF's possession. This inspection by BNSF is to ensure that the shipment complies with the safety requirements, shipping instructions, and other issues addressed in this *BNSF Intermodal Rules and Policies Guide*. Failure of BNSF to inspect a shipment shall not make BNSF responsible for any loss or damage that might have been discovered by such an inspection and does not release the shipper from complying with all terms in this *BNSF Intermodal Rules and Policies Guide*.

(See Item 6: BNSF Rejection Rights, and Item 33: Maximum Vehicle Weight and Overweight Handling.)

### **INSPECTION REQUESTS**

#### **1. Inspections On BNSF Property**

If the shipper requests an inspection of a vehicle that is on BNSF property, a \$150 per vehicle charge will be assessed to the shipper.

#### **2. Lading Inspections Beyond BNSF Premises**

BNSF will make inspections of loads and lading beyond its premises at the shipper's request ONLY IF:

- The lading is short and the original seals are missing at the time BNSF surrenders possession of the vehicle(s).
- The lading is wet.
- The vehicle displays signs of damage due to negligence.

If an inspection is requested, the shipment should remain loaded and all blocking and bracing material utilized in the shipment must be readily available for examination at the inspection site.

If it is determined proper loading, bracing, or safe loading practices were not used, the inspection by BNSF will be considered an extra service. A charge of \$200 will be assessed for the inspection service of a shipment that failed to comply with safe loading practices. Independent surveyors are also available for these services at the shipper's cost.

All inspection requests, including reporting of shortages, should be made to the [Load and Ride Solutions](#) (Damage Prevention), Inspection Service Bureau at 1-800-333-4686.

(See Item 62: BNSF Limited Liability for inspections of lading shortages and Item 63: Unlocated Lading Loss or Damage.)

### **ITEM 39: CONTAINER LIFT PROVISIONS**

Normal lift provisions at BNSF facilities include transferring a vehicle (~~container~~) once from [the ground or](#) a chassis to a railcar at origin, and once from a railcar to [the ground or](#) a chassis at destination.

Additional lift services are \$50 per lift. The drayman or party requesting the lift (including lifts from the ground to a chassis due to lack of shipper-provided chassis, lifts from one chassis to another chassis, ~~or~~ lifts from a chassis to the ground, [extra lifts from ground to railcar](#)) will be liable for these charges. These additional services require prior approval at the BNSF facility.

A chassis is considered unavailable if it already has a container mounted on it, regardless of whether it is an inbound or outbound container.

At origin, all private containers tendered to BNSF and billed COFC, must have the chassis remain with the container until loaded on the railcar, unless otherwise specified by the hub location.

At destination, if BNSF is unable to unload private containers from railcars due to a shortage of private owned or controlled chassis, the shipper will be notified. After notification, storage free time will begin and charges will apply after free time expires. These charges will continue to apply even if BNSF is unable to unload the vehicles as soon as private owned or controlled chassis are supplied. (See Item 55: Storage Free Time and Charges.)

Each private container that must be left on a railcar at destination due to lack of available shipper or private chassis will incur a \$100 charge per day, in addition to any other lift and storage charges.

No additional lifts will be performed if the shipper owes outstanding lift services charges that are greater than sixty (60) days past due. Contact the BNSF facility to inquire and pay any outstanding lift charges.

(See other chassis Items and Item 47: Newly Manufactured Vehicles.)

### **ITEM 40: FURNISHING CHASSIS**

Unless otherwise noted on the price authority, BNSF will not furnish a chassis or other suitable equipment for obtaining or delivering private containers to or between any BNSF ~~I~~intermodal facility (including a hub center and an IMX facility).

**CHASSIS EXCEPTIONS**

The following are exceptions for positioning or using chassis.

**1. Memphis**

If space is available, a chassis for an inbound container may be positioned at the hub no more than twenty-four (24) hours before train arrival.

**2. Portland, Seattle, S. Seattle, and Tacoma**

COFC containers requiring railroad-controlled drayage will be moved with a BNSF chassis on a non-drop (consistent with the standby provisions) basis. Any deviation that requires picking up (obtaining), delivering, or using a private chassis will incur an additional \$50 chassis pick up and/or delivery charge. (See Item 49: BNSF International Private Drayage.)

**3. International Interchanged Shipments**

If a shipper requests a highway interchange with a non-BNSF chassis for delivery of a private container to a connecting rail or water carrier, a chassis use charge of \$165 per container will apply, plus the cross-town drayage expenses incurred. This is subject to chassis availability and to the facility's ability to provide such service.

**4. Cross-town**

BNSF is not responsible for the cross-town (chassis or drayage) on a Rule 11 shipment. (See Item 4: Price Authorities Application, Item 21: Intermodal Service Codes, and Item 39: Container Lift Provisions.)

**5. Chassis Reposition**

If chassis accumulate or must be moved (drayed) to another facility or off-site location, the shipper will be responsible for any drayage cost plus applicable storage. (See Item 55: Storage and Free Time and Charges.)

**ITEM 41: PRIVATE CHASSIS REGISTRATION**

Private chassis must be registered with BNSF in order to remove containers from an intermodal facility.

To register a chassis, fax (on the trucking or drayage company letterhead) the chassis initial

and number to the Manager ISO Container and Chassis at 1-817-352-7222.

(See Item 35: BNSF UIIA Trucker Interchange Application regarding removal of rail-controlled equipment and Item 54: Private Equipment Drayage Insurance.)

**ITEM 42: BUNDLED CHASSIS**

Bundled chassis are subject to mechanical inspection. A shipment not compliant with BNSF requirements will be rejected. The shipper will be responsible for and incur any expenses to remove or adjust the non-compliant vehicles, even in the event that bundled chassis are rejected due to a drayage (motor) carrier's requirements to adjust the load.

Bundled chassis are Restricted equipment and must have a special price authority and follow procedures documented in Item 26: Restricted Commodities, Equipment, and Associated Charges.

**ITEM 43: MISCELLANEOUS EQUIPMENT**

BNSF will not furnish miscellaneous equipment (for example, but not limited to, tarpaulins, tie downs, chains, binders, liners) for any equipment types.

At on-dock international loading facilities, the on-dock operators (not BNSF) will be responsible for providing inter box connectors (IBCs). These connectors are devices that secure one container on top of another while in transit and are considered to be miscellaneous equipment. Only left locking IBCs are permitted on BNSF.

**ITEM 44: TEMPERATURE-CONTROLLED EQUIPMENT****REQUIREMENTS TO TENDER EQUIPMENT**

BNSF will accept temperature-controlled equipment with complete shipping instructions (via EDI, BNSF's Internet Shipping Instructions, or fax) or under the BNSF "Quick Bill" program. (See Item 16: Shipping Instructions).

Vehicles equipped with temperature-controlled devices must be tendered under a specific price authority for this type of equipment. (See Item 26: Restricted Commodities, Equipment, and Associated Charges).

The shipper assumes all liability for damage and spoilage due to incorrect thermostat setting, or malfunction of any devices, units, recorders, or

gauges on the vehicle including refrigeration and fuel.

#### ***EQUIPMENT REQUIREMENTS***

Shippers of temperature-controlled vehicles must meet the following standards.

1. Protection against cold through portable heaters is not allowed and BNSF will not knowingly accept vehicles containing portable heaters.
2. Fuel tanks for running temperature-controlled vehicles must contain diesel fuel. A vehicle with a broken or missing fuel tank cap will not be accepted.
3. Fuel gauges, temperature gauges and thermostatic controls, if available, must be visible and readable for inspections that may be conducted by the shipper while the vehicle is on a railcar.
4. Vehicles equipped with temperature-controlled devices must be compatible with available railcars.

#### ***TEMPERATURE-CONTROLLED INSPECTIONS***

BNSF may permit the shipper or its agents onto BNSF property to inspect or fuel temperature-controlled vehicles. When inspecting such vehicles on BNSF property, the shipper must meet BNSF requirements at origin, destination, or in-transit points. Other inspection requirements vary by point of inspection and can be clarified by contacting a BNSF facility or Marketing representative. BNSF will not permit any inspection or refueling that will delay the movement of a train. If inspections occur, the shipper will be invoiced separately for and will be directly responsible for any inspection charges.

#### ***TEMPERATURE INFORMATION***

BNSF may (at its sole option) inspect, but WILL NOT BE RESPONSIBLE for checking or monitoring any devices such as thermostats, temperature gauges or recorders, fuel gauges or recorders, devices, or any other operations of a temperature-controlled vehicle.

BNSF will not be liable for failure to make such inspections or, in the event such inspections are made, for failure of BNSF to detect incorrect set thermostats, improper thermometer readings, inadequate fuel supply, or any other defect with the temperature-controlled devices on the vehicle.

Any temperature information on the shipping instructions will be accepted as information only. The shipper assumes all liability for damage and spoilage caused by a vehicle's or device's incorrect thermostat setting, mechanical malfunction, operational failure, or lack of fuel. If for any reason BNSF does fill a vehicle device with fuel, the shipper is responsible for the fuel cost. BNSF is not responsible for missing temperature-controlled devices or missing parts.

When filing a loss or damage claim regarding improper temperature or thermostat setting, the vehicle's complete recorded temperature documentation must be furnished. (See Item 64: Lading Claims and Filing Procedures.)

#### ***EMERGENCY SERVICES***

BNSF assumes no responsibility for emergency items (such as repairs, service, fuel, or supplies). If for any reason an emergency item is furnished by BNSF, the cost will be invoiced to the shipper or equipment owner.

#### **ITEM 45: LOADED TANK CONTAINERS**

Loaded tank containers (isotanks) must be obtained from or delivered to a BNSF facility using only drop frame (lowboy) chassis. Empty tank containers do not require delivery with lowboy chassis.

Commodities loaded in tank containers must meet the U.S. Department of Transportation regulations. (See Item 8: Laws and Regulations Compliance.) Tank containers must be marked with "AAR 600", indicating the tank container is compliant with AAR specifications. (See Item 31: Vehicle Specifications and Standards).

The commodity description must be printed legibly in a waterproof medium on both sides of the tank container. Letters of the description must be at least two inches in height. (See Item 16: Shipping Instructions.) The placement of the name must conform to the same specifications for placarding stated in Item 27: Hazardous Commodities.

Tank Containers are Restricted equipment and must be tendered with a special price authority for this type of equipment. (See Item 26: Restricted Commodities, Equipment, and Associated Charges.)

(See Item: 59 Shipper General Liability.)

#### **ITEM 46: BULK BLADDER (FLEXITANKS) SHIPMENTS**

When tendering a non-hazardous bulk bladder shipment, the shipper must use a suitable bladder (capable of withstanding accelerations, decelerations, forces, and vibrations in the railroad environment) for the commodity being shipped.

The shipper is fully responsible for utilizing equipment in sufficient condition to withstand pressures that will be exerted on the bladder, regardless of cause. In addition, the shipper must free the vehicle's interior of any objects, materials, or defects that could cause the bladder to leak or rupture, regardless of cause.

The shipper will be responsible for all costs associated with loss, damage, clean up, injury, death or any other liability to all property, equipment, environment, commodity transfer, disposition or handling aspects associated with the bladder failure (including residue leak or spill) or vehicle failure while in possession of BNSF. In the case of an incident, the shipper will provide clean up to BNSF's satisfaction and the satisfaction of any governmental body with jurisdiction, and pay for clean up or reimburse BNSF for all related costs and expenses plus a 50% handling charge, with a minimum of a \$500 charge.

Shipper will defend and indemnify BNSF from and against any such loss or damage pursuant to the terms of Item 59: Shipper General Liability of this *BNSF Intermodal Rules and Policies Guide*.

Under no circumstances will the shipper tender or BNSF knowingly accept any hazardous materials, substance, waste, or environmentally harmful commodities in bulk bladders. (See Item 25: Prohibited Commodities, Equipment, and Associated Charges and Item 27: Hazardous Commodities.)

For all bladder shipments, the shipper must provide on the shipping instructions a 24-hour contact number, the complete actual commodity description (FAK is not valid), associated STCC (FAK STCCs are not valid), and must declare it is a flexitank or bulk bladder shipment as part of the commodity description. (See Item 16: Shipping Instructions.)

Bulk bladder shipments are Restricted and must be tendered with a special price authority for this type of shipment. See Item 26: Restricted Commodities, Equipment, and Associated Charges.

(See Item 59: Shipper General Liability.)

#### **ITEM 47: NEWLY MANUFACTURED VEHICLES**

BNSF will not be liable for normal handling damage to new vehicles, which occurs from the loading or unloading (lifting) vehicles on or off railcars at BNSF facilities.

If the shipper desires protection from loss or damage under 49 USC 11706, a special price authority must be obtained noting the 49 USC application and the shipper must pay the additional charge. (See Item 60: 49 USC 11706 Liability Terms and Item 65: Equipment Liability and Claims Procedures.)

#### **ITEM 48: PRIVATE EMPTY VEHICLES (LIMITED QUANTITY)**

No more than fifteen (15) private empty vehicles can be tendered to the BNSF intermodal facilities at Kansas City, MO, Memphis, TN, Phoenix, AZ, St. Louis, MO, St. Paul, MN, or Stockton, CA without forty-eight (48) hours prior approval from the BNSF hub manager.

(See Item 54: Private Equipment Drayage Insurance and Item 41: Private Chassis Registration.)

## DRAYAGE

### ITEM 49: BNSF INTERNATIONAL PRIVATE DRAYAGE

BNSF will perform drayage for vehicles with service codes 82 (pier pick up) and 87 (pier delivery) only under the following conditions.

1. BNSF will perform pier pick up (service code 82) and pier delivery (service code 87) when the price authority indicates the appropriate service code; AND
2. Drayage is applicable for service code 82 when an immediate prior water movement has occurred or for service code 87 when an immediate subsequent water movement will occur; AND
3. When all required shipping instructions elements are provided to BNSF including, but not limited to, the proper service code, vessel, voyage, and booking number. (See Item 16: Shipping Instructions.)

(See Item 21: Intermodal Service Codes.)

### ITEM 50: CANCEL BNSF DISPATCHED DRAYAGE

When BNSF is responsible to obtain a shipment (any service code ending in a 0 or 2), and the shipper cancels the order after the empty vehicle has departed the facility, a \$75 cancellation fee plus any BNSF drayage charges incurred before cancellation will be assessed to the shipper. To cancel the drayage, call 1-800-446-6554, option 5.

(See Item 21: Intermodal Service Codes.)

### ITEM 51: MULTIPLE (SPLIT) DRAYAGE DELIVERIES

Multiple stops to obtain or deliver a shipment (applicable service codes ending in a 0, 2, or 7) are permitted when specified in the BNSF price authority. These are also considered split deliveries or multiple stop-offs.

If a split delivery is requested after the shipment is in transit, the shipper will be charged a \$50 shipping instruction change fee in addition to charges associated with the additional

drayage. (See Item 17: Shipping Instruction Changes). Requests for delivery changes must be made to a BNSF Customer Solutions representative if the shipment is in transit.

### ITEM 52: IMPRACTICAL BNSF DRAYAGE SERVICES

BNSF will not obtain, deliver, or provide other terminal services if any impractical or unsafe conditions exist, including but not limited to the following conditions.

1. Roads, streets, driveways, highways, alleys, or other approaches are impassable or impractical.
2. Streets are not accessible by truck (as stated in local ordinance).
3. Loading or unloading facilities are inadequate to obtain or deliver a vehicle.
4. Any riot, strike, picket, or disturbance accompanied by actual or threatened violence that prevents a vehicle to be obtained or delivered.

(See Item 20: Intermodal Service and Service Levels and Item 53: BNSF Drayage Inability.)

### ITEM 53: BNSF DRAYAGE INABILITY

When BNSF is responsible to obtain or deliver a shipment (applicable service codes ending in a 0, 2, or 7), BNSF will schedule an appointment with the shipper. If delivery is attempted and failed through no fault of BNSF, a \$75 charge per delivery attempt will be assessed plus any additional drayage charges and storage charges.

If a vehicle cannot be delivered, BNSF may place the shipment in a practical location after the first delivery attempt.

Storage charges will commence applying the first 12:01 a.m. after the shipment is placed and will continue until shipment is delivered. (See Item 55: Storage Free Time and Charges).

After a vehicle has been held sixty (60) days at the shipper's expense, BNSF will dispose of the goods and equipment (at the shipper's expense) or sell for salvage. (Abandoned

vehicles are covered in Item 55: Storage Free Time and Charges.)

(See other Drayage Items, Item 21: Intermodal Service Codes, Item 33: Maximum Vehicle Weight and Overweight Handling, and Item 40: Furnishing Chassis.)

## ITEM 54: PRIVATE EQUIPMENT DRAYAGE INSURANCE

### INSURANCE REQUIREMENTS

The shipper shall provide and maintain a Certificate of Insurance for drayage of private equipment when the drayage carrier does not have a valid BNSF (UIIA) Access Agreement. (See Item 35: BNSF (UIIA) Trucker Interchange Application.)

The shipper shall, at its sole cost and expense, procure and maintain the following insurance coverage.

#### 1. Commercial General Liability Insurance

Commercial general liability insurance shall contain broad contractual liability with a combined single limit of a minimum of \$1,000,000 for each occurrence and an aggregate limit of at least \$ 2,000,000. Coverage must be purchased on a (post 1998) Insurance Service Office occurrence form or equivalent and include coverage for, but not limited to, the following:

- Bodily Injury and Property Damage
- Personal Injury and Advertising Injury
- Fire legal liability
- Products and completed operations.

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- It is agreed that any workers' compensation exclusion does not apply to BNSF payments related to the Federal Employers Liability Act, a Railroad Wage Continuation Program, or similar programs. In addition, any payments are deemed not to be either payments made, or obligations assumed under any Workers Compensation, disability benefits, or unemployment compensation law or similar law.
- Any exclusion related to the explosion, collapse and underground hazards shall be removed.

No other endorsements limiting coverage may be included on the policy.

#### 2. Business Automobile Insurance

Business automobile insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- Bodily injury and property damage
- Any and all vehicles owned, used, or hired.

#### 3. Workers Compensation and Employers

Workers liability insurance shall include coverage for, but not limited to:

- Shipper's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease (policy limit), and \$500,000 by disease for each employee.

#### 4. Other Conditions

Additional requirements for private insurance are outlined below.

- a. All policies (applying to coverage listed in this Item) shall contain no exclusion for punitive damages and certificates of insurance shall reflect that no exclusion exists.
- b. The shipper agrees to waive its right of recovery against BNSF for all claims and suits against BNSF. In addition, its insurers, through policy endorsement, waive their right of subrogation against BNSF for all claims and suits. The shipper further waives its right of recovery, and its insurers also waive their right of subrogation against BNSF for loss of its owned or leased property or property under its care, custody or control.
- c. The shipper's insurance policies through policy endorsement must include wording that the policy shall be primary and non-contributing with respect to any insurance carried by BNSF.
- d. All policy(ies) required in this Item (excluding Workers Compensation and if

- applicable, Railroad Protective) shall include a severability of interest endorsement and shall name BNSF as an additional insured with respect to work performed under this *Intermodal Rules and Policies Guide*.
- e. The shipper is not allowed to self-insure without the prior written consent of BNSF. If granted by BNSF, any deductible, self-insured retention or other financial responsibility for claims shall be covered directly by the shipper in lieu of insurance. Any and all BNSF liabilities that would otherwise, in accordance with the provisions of this Item, be covered by the shipper's insurance will be covered as if the shipper elected not to include a deductible, self-insured retention, or other financial responsibility for claims.
  - f. The policy(ies) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify BNSF in writing at least thirty (30) days prior to any cancellation, substitution or material alteration. Upon request from BNSF, a certified duplicate original of any required policy shall be furnished.
  - g. Any insurance policy shall be written by a reputable insurance company acceptable to BNSF or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
  - h. The shipper WARRANTS that this Item has been thoroughly reviewed by the shipper's insurance agent(s)/broker(s), who have been instructed by the shipper to procure the insurance coverage outlined in this Item.
  - i. Allocated Loss Expense shall be in addition to all policy limits for coverage referenced in this Item.
  - j. BNSF may reasonably modify the required insurance coverage to reflect current risk management practices in the railroad industry and underwriting practices in the insurance industry.
  - k. If any portion of the operation is to be subcontracted by the shipper, the shipper will require the subcontractor to:
    - Provide and maintain insurance coverage as stated in this Item, naming BNSF as an additional insured, AND
    - Release, defend and indemnify BNSF to the same extent and under the same terms and conditions, as the shipper is required to release, defend and indemnify BNSF.
  - l. Failure to provide coverage as required by this Item shall entitle, but not require, BNSF to terminate the transportation contract immediately.

The fact that insurance (including, without limitation, self-insurance) is obtained by the shipper shall not be deemed to release or diminish the liability of the shipper including, without limitation, liability under the indemnity provisions of this Item. Damages recoverable by BNSF shall not be limited by the amount of the required insurance coverage.

## STORAGE, DETENTION, AND DRIVER CHARGES

### ITEM 55: STORAGE FREE TIME AND CHARGES

#### STORAGE APPLICATIONS

The following outlines the rules and charges for storage of private and rail-controlled vehicles at BNSF facilities.

Storage free time and charges apply to the amount of time a vehicle remains at a BNSF facility beyond notification.

Notification occurs when BNSF advises the notify party that a vehicle is available for pick up, delivery, loading, or unloading, or the shipment has a condition that needs to be addressed.

Storage charges begin accruing when free time expires. (See section 5 of this Item.)

(Appendix A summarizes some of the Storage Free Time and Charges.)

#### 1. Governing Storage Documents

- a. The *BNSF Intermodal Rules and Policies Guide* is the governing document for:
  - Private containers and trailers
  - Private chassis, flat racks, flat beds and other private intermodal equipment
  - Private tank containers
  - Rail-controlled tank containers
  - Rail-controlled equipment when BNSF is performing the drayage
  - Rail-controlled equipment when BNSF is not performing the drayage and the notify party is the shipper or a non-BNSF (UIIA) Access Agreement holder.
- b. The BNSF (UIIA) Access Agreement is the governing document for:
  - Rail-controlled equipment when BNSF is not performing the drayage and the notify party is a BNSF (UIIA) Access Agreement holder.
- c. The NACS equipment rules govern storage for:
  - Rail-controlled NACS containers at BNSF facilities. BNSF storage charges do not apply to NACS

containers at BNSF facilities. The *BNSF Intermodal Rules and Policies Guide* applies to NACS equipment, unless otherwise specified in Item 37: North American Container System.

#### 2. Other Items

There are other Items throughout this *BNSF Intermodal Rules and Policies Guide* that refer to conditions when storage rules and charges would apply to vehicles including, but not limited to:

- Improper, incomplete, or modified shipping instructions (see Item 16: Shipping Instructions, Item 17: Shipping Instruction Changes, and 5 l and m of this Item).
- Held for a cash (basis) payment (see Item 10: BNSF Credit and Collections)
- Incorrectly placarded or not conforming to hazardous requirements (see Item 27: Hazardous Commodities)
- Overweight or oversized shipments (see Item 32: Oversized Shipments, Item 33: Maximum Vehicle Weight and Overweight Handling, and section 5 j of this Item)
- Refused to pick up the vehicles (see Item 35: BNSF (UIIA) Trucker Interchange Application, and 5 k of this Item.)
- Inspected and found non-compliant (Item 38: Vehicle Inspections)
- Shortage of private chassis (see Item 39: Container Lift Provisions)
- Accumulated chassis (see Item 40: Furnishing Chassis)
- Drayage inability (see Item 53: BNSF Drayage Inability, Item 56: Detention Free Time and Charges, and section 5 k of this Item)
- Shifted and inappropriately blocked or braced loads (Item 58: Shipper Responsibilities, Item 30: Shipment Adjustments, and section 5 i of this Item)

### 3. Storage Free Time

#### a. Free Time

Storage free time is the amount of time a vehicle can remain at a BNSF facility without incurring storage charges. Vehicles delivered to a BNSF rail facility from an IMX location are applicable to the same storage rules. Unless otherwise stated, storage free time begins once notification has occurred.

#### b. Weekends and holidays

For N (no weekend availability), R, V (value), and Y (empty) service levels, the first weekend is free (will not be included in the free time calculation) if the weekend falls during the free time, except for Y (empty) service level at Los Angeles, Portland, and Seattle (the Seattle International Gateway (SIG)). At Los Angeles and Portland, Y (empty) service level free time is the day of notification plus forty-eight (48) hours, and at Seattle (SIG), the free time is the day of notification plus twenty-four (24) hours. (See section 3 c of this Item.)

Service levels E (expedited), G, and P (premium), ~~and D~~ provide weekend availability; therefore, weekends are not free and are included in the free time calculation.

For all service levels (see Item 20: Intermodal Service and Service Levels), holidays occurring within the free time period are excluded from the free time calculation. A listing of applicable BNSF holidays are stated in the Holiday definition (see the Definitions). (See section 4 h of this Item.)

#### c. Vehicles free time

##### Private vehicles storage free time

- For non-bonded shipments, free time is the day of notification, plus forty-eight (48) hours (except at Seattle).
- For bonded shipments, free time is the day of notification, plus seventy-two (72) hours (except at Seattle). (See section 5 o of this Item.)
- All empty vehicles regardless of bond status will have 48 hours free time from the day of notification (except at Seattle).
- For empty or loaded vehicles arriving at Seattle (the Seattle International Gateway) facility, free time is the day

of notification, plus twenty-four (24) hours. (Also see section 3 b of this Item.)

- For private international vehicles moving under a BNSF domestic price authority or the BNSF ISO container program, free time starts the day of notification, plus twenty-four (24) hours.

##### Private bare chassis storage free time

A bare chassis (chassis without a container) must be removed from BNSF premises within twenty-four (24) hours after notification. (See section 5 b of this Item.) After the twenty-four hours (24), charges will apply.

##### Private tank containers storage free time

Loaded or empty, free time for privately owned tank containers is the day of notification, plus 48 hours (except at Seattle).

##### Rail-controlled containers and trailers storage free time

Free time for rail-controlled vehicles is the day of notification, plus twenty-four (24) hours. This also includes private international containers moving under the BNSF ISO container program.

#### d. Storage free time exceptions

- Free time will begin at scheduled availability (excluding empty equipment) when notification is made prior to the availability time indicated in the BNSF Service Schedules. (See 4 i of this Item.)
- Applicable free time begins the day of notification when BNSF advises the notify party of conditions addressed in section 2 of this Item, unless otherwise noted.
- No storage free time is provided for overweight vehicles. (See section 5 j of this Item.)
- Limited free time is provided for a vehicle tendered with a Quick Bill and the vehicle arrives at destination without BNSF receiving complete shipping instructions. Free time will not be restarted when BNSF receives complete shipping instructions. (See section 5 m of this Item.)

- Limited free time is provided when the drayman refuses to obtain a vehicle or after the shipment is placed from a BNSF drayage failure. (See section 5 k of this Item.)
- Once free time expires, BNSF's liability will only be that of a warehouseman. (See Item 62: BNSF Limited Liability.)

#### 4. Notification

##### Notification Applications

- a. Notification occurs when BNSF advises the notify party that the vehicle is available or there is a condition with the shipment (see section 2 of this Item). Notification will continue until the vehicle is obtained or the condition is corrected. At destination, notification is given to the notify party (as designated on the shipping instructions). The notify party is the shipper for conditions stated in section 2 of this Item. (See section 5 c and d).
- b. When using rail-controlled equipment, the notify party must be the shipper or a valid UIIA trucker interchange contract holder. (See section 5 e of this Item, or more information on the notify party is in Item 35: BNSF (UIIA) Trucker Interchange Application.)
- c. For notification purposes, the notify party is required to maintain facsimile communication capabilities twenty-four (24) hours per day, seven (7) days per week. BNSF's transportation system automatically sends the notifications. BNSF is not responsible if the notify party does not receive the notification.
- d. To change the notify party, see Item 17: Shipping Instructions Changes.
- e. All notification refusals must be submitted in writing and faxed to the BNSF Notification Desk at 1-800-699-9368. Notification refusals are required to be on company letterhead, and state the company name, complete address, phone and fax number, contact person, applicable vehicle initial and number, load or empty, date received notification, problem with the vehicle, and action requested. Additional information on

notification refusals is in section 5 g of this Item.

##### Notification Rules

General notification rules applicable to all shipments and equipment types (including [E \(expedited\)](#), [G](#), [P \(premium\)](#), [D](#), [N \(no weekend availability\)](#), [R](#), [V \(value\)](#), and [Y \(empty\)](#) service levels):

- f. When notification is made before 5 p.m., the day of notification is that (same) day.
- g. If notification is made after 5 p.m., the day of notification is the following day.
- h. For notification occurring on a holiday, the notification day is considered the next day. If a holiday falls during the free time, the holiday is not included in the calculation of the free time. (See the Definitions for BNSF holidays and section 3 b of this Item.)
- i. When notification is made prior to the availability time indicated in the BNSF Service Schedules, the free time calculation will not begin until the scheduled availability (excluding empty equipment).
- j. On shipments made available more than two hours after the availability time indicated in the BNSF Service Schedules, the day of notification is the next day (excluding empty equipment).
- k. Notification is considered the time the vehicle is unloaded from the railcar, if complete shipping instructions have not been received for a vehicle tendered with a Quick Bill. (See section 5 m of this Item.)

Additional notification rules applicable to all shipments and equipment types NOT requiring seven-day-per-week availability (for example [N \(no weekend availability\)](#), [R](#), [V \(value\)](#), and [Y \(empty\)](#) service levels):

- l. Sunday will be considered the day of notification when notification is made from 5 p.m. on Thursday through 4:59 p.m. on Sunday. Thus, Monday will begin the calculation of free time and the shipment must depart prior to the following times for:

- Private equipment by 11:59 p.m. on Tuesday
- Private equipment in-bond by 11:59 p.m. on Wednesday
- Rail-controlled equipment by 11:59 p.m. on Monday.

## 5. Storage Charges

Storage charges applicable to all shipments and equipment types:

- a. When applicable free time expires, the storage charge is \$50 per vehicle for the first five (5) days (or fraction of a day). Thereafter, the charge is \$85 for additional days (or fraction of a day). These charges include Saturdays, Sundays, and holidays.
- b. Private bare chassis not removed within the twenty-four (24) hour period following notification will incur storage charges.
- c. At origin, the shipper will be responsible for payment of all storage charges. (See section 4 a, 5 g, and 5 l of this Item.)
- d. At destination, the notify party will be responsible for payment of all storage charges. (See section 4 a of this Item.)
- e. Storage charges for rail-controlled equipment will be sent to the notify party; thus payments are not required at the time of out-gate. (See section 4 b of this Item.)
- f. All storage charges must be paid on private equipment before the vehicle leaves BNSF property. Storage charges must be paid when the vehicle departs the facility (out-gate) either by check (made payable to BNSF) or by a fax guarantee (a letter guaranteeing payment to BNSF). Fax the guarantee or copy of the check to the BNSF Storage department at 1-800-234-5079 or obtain storage information by calling 1-888-428-2673, option 5.  
Fax guarantees will only be accepted from the shipper or notify party. Checks or fax guarantees must be on a company letterhead, signed by an authorized representative of the guarantor, and state the company name, address, phone number, vehicle initial and number, and applicable dates for the charges.

Call the Storage department or use the "eStorage" web tool on the bnsf.com web site to obtain the storage charges due. The amount on the check or fax guarantee must match what is specified by BNSF. Cash is not accepted at the gate. If the fax guarantees are not honored, then a cashiers' or certified check will be required prior to the release the vehicle. BNSF may hold a vehicle until any question of outstanding charges is resolved and any charges paid.

- g. Notification refusals do not dismiss any storage charges that may have already accrued and free time will not be restarted. (See section 4 e of this Item).  
If a notification refusal or notify party change is not received, the shipper will be responsible for any applicable storage charges and storage charges will continue to accrue. (See Item 17: Shipping Instructions Changes for notify party changes.)
- h. Report any damaged equipment requiring repairs to the BNSF hub personnel and obtain a problem log identification number (indicating damage has been logged in the system). When reporting damage, include the description and nature of the damage, the location, the date, and how the damaged occurred. This will suspend storage charges for rail-controlled equipment until repairs are completed. Any storage charges and repairs for private equipment will be the shipper's responsibility, except for damage (determined to have been) caused by BNSF. (See Item 65: Equipment Liability and Claims Procedures.)
- i. If vehicle failures or commodity related problems (such as load shifts or leaking shipments) are found to be the shipper's responsibility, the shipper will be obligated for any storage charges incurred until the shipment is repaired, reloaded or transloaded at the shipper's expense. (See section 2 of this Item.)
- j. Storage charges for an overweight vehicle will begin after the shipper is notified and while vehicle is detained at the BNSF facility. No storage free time is provided for overweight vehicles. (See

Item 33: Maximum Vehicle Weight and Overweight Handling.)

- k. Storage charges will begin the first 12:01 a.m. after notification if an authorized BNSF (UIIA) Access Agreement drayman refuses to obtain a vehicle or after the shipment is placed from a BNSF drayage failure. (See Item 35: BNSF (UIIA) Trucker Interchange Application and Item 53: BNSF Drayage Inability.)
- l. Storage charges will be assessed at origin and/or destination for vehicles that are delayed while shipping instructions or other conditions (as stated in section 2) are waiting to be corrected. Free time starts when the shipper is notified, unless otherwise specified.
- m. If a vehicle tendered with a Quick Bill number arrives at destination before BNSF receives the complete shipping instructions, the storage charges will commence twelve (12) hours after the time the vehicle is unloaded (regardless of free time or exceptions stated in this Item). Under this scenario, notification is considered the time a vehicle is unloaded from railcar. Free time will not be restarted when BNSF receives complete shipping instructions. The shipper will be notified and is responsible for any applicable storage charges. (See Item 16: Shipping Instructions for ~~more~~ Quick Bill information.)
- n. After sixty (60) days of storage, BNSF will consider the vehicle and lading abandoned. The shipper, beneficial owner of the lading, receiver, and the vehicle owner will be notified that the vehicle and/or lading will be sold at a public or private sale at BNSF's discretion. The proceeds of the sale will defray the sale costs, storage, detention, or other transportation charges assessed against the vehicle and lading, and the balance of such charges will be sought against the shipper or other responsible parties.
- o. After fifteen (15) days of storage, Customs will be notified of in-bond shipments that have not cleared customs. After twenty (20) days of storage, the

shipment will be referred to a Customs General Order Warehouse. Any applicable BNSF storage charges will apply for the time the vehicle remains at the BNSF facility.

- p. The storage free time calculation or charges are not affected by BNSF moving vehicles from one facility, location, or lot to another BNSF facility, location or lot in the cities or surrounding areas of Chicago, Harvard, Kansas City, Los Angeles, Memphis, Portland, San Bernardino, Seattle, or Tacoma.
- q. Applicable storage charges are in addition to any detention charges (see Item 56: Detention Free Time and Charges).

## ITEM 56: DETENTION (DROP AND PULL/RELOAD) FREE TIME AND CHARGES

### DETENTION APPLICATIONS

Detention rules and charges apply to the amount of time a vehicle remains at the customer's facility for loading or unloading. This consists of a drayman leaving (dropping) a vehicle at a customer's facility to be loaded or unloaded, with the intention of obtaining (pulling) the vehicle at a later time. Thus, this is also considered to be a drop and pull.

The shipper will be responsible for detention charges after free time has expired.

### 1. Governing Detention Documents

- a. The BNSF Rules and Policies Guide is the governing document for:
  - Rail-controlled equipment (other than NACS)
  - Rail-controlled NACS equipment (also covered by the NACS equipment rules)
  - Non-BNSF (UIIA) Access Agreement holder notify party.
- b. The BNSF (UIIA) Access Agreement is the governing document when:
  - The notify party is a drayman and BNSF is not performing the drayage.

**2. Notification**

- a. Notification is not required to inform the shipper of detention free time and charges.
- b. When BNSF is responsible for these services:
  - An appointment time will be provided to obtain the vehicle.
  - A delivery appointment will be made so the vehicle will depart prior to expiration of applicable storage free time.

**3. Detention Free Time**

- a. Detention free time is the time allowed to drop and pull a vehicle.
- b. Detention free time begins the first 12:01 a.m. following the departure from a BNSF facility.
 

This free time shall be seventy-two (72) hours for a loaded rail-controlled vehicle that is removed from a BNSF facility and returned empty, or a rail-controlled empty vehicle removed from a BNSF facility and returned loaded.
- c. An additional forty-eight (48) hours will be allowed when a loaded vehicle is returned to that facility with a new load. These additional hours do not apply to the Mexican and Canadian shipments outlined in sections 3 d – g of this Item.
- d. Additional free time is available for shipments from Mexico or Canada only if the actual origin and actual destination are stated and the Import/Export field is marked on the shipping instructions. This applies to sections 3 e – g of this Item.
- e. With the requirements of section 3 d, loaded shipments in rail-controlled containers trucked into and out of Mexico from the BNSF San Diego and San Bernardino facilities receive ten (10) days of free time if the containers are reloaded and returned to that same location.
- f. With the requirements of section 3 d, empty shipments in rail-controlled containers trucked into and out of Mexico from the BNSF San Diego and San Bernardino facilities receive seven (7)

days of free time if the containers are loaded while in Mexico and returned to the same BNSF intermodal facility.

- g. With the requirements of section 3 d, rail-controlled equipment trucked into and out of Canada from the BNSF Portland, S. Seattle, and Spokane intermodal facilities receive five (5) days of free time when removed and returned loaded to the same facility.
- h. This additional free time for Canadian or Mexican shipments is not applicable on NACS equipment.

**4. Detention Charges**

- a. Once detention free time expires, charges are \$25 per vehicle per day for the first five (5) days (or fraction thereof). Thereafter, a \$50 per vehicle per day (or fraction of a day) will be assessed for detention. Any additional drayage incurred will be included in the detention charges.
- b. Detention charges incurred for vehicles detained off BNSF property will be assessed to the shipper.
- c. After vehicle detention free time has expired, all days become chargeable, including Saturdays, Sundays and holidays. If BNSF cannot arrange for delivery of a vehicle and it is held beyond the storage free time, storage charges will apply until the vehicle can be delivered. (See Item 55: Storage Free Time and Charges). Detention charges are in addition to any applicable facility storage charges.
- d. On overweight vehicles, detention charges will also be the shipper's responsibility from the time the original vehicle is placed at the facility of the party modifying (unloading) the load, until the shipment is re-tendered to BNSF. (See Item 33: Maximum Vehicle Weight and Overweight Handling.)
- e. If a vehicle is unloaded and improperly cleaned, BNSF reserves the right to reject the vehicle and assess detention charges until the vehicle is returned clean. (See

Item 29: Shipper Vehicle Unloading and Cleaning).

not include any charges associated with driver standby.

- f. These charges can be in addition to any applicable storage or driver standby or assist in loading or unloading charges.

(See Item 55: Storage Free Time and Charges, and Item 57: Driver Loading/Unloading Free Time and Charges.)

### **ITEM 57: DRIVER (STANDBY OR ASSIST) LOADING/UNLOADING FREE TIME AND CHARGES**

Loading/unloading rules and charges refer to the time allowed for a driver to wait (stand by) or assist in the loading or unloading of a vehicle. These charges can be in addition to any applicable storage or detention charges.

#### ***DRIVER STANDBY FREE TIME AND CHARGES***

##### **Driver standby free time**

Driver standby refers to the drayman waiting at a shipper's facility while the shipper loads or unloads the vehicle. The time calculation begins upon actual arrival at the shipper's facility and ends at actual departure from the shipper's facility.

For loading and/or unloading the vehicle, 120 minutes (two hours) of driver standby free time is allowed, regardless of the number of stops for the shipment.

##### **Driver standby charges**

Once driver standby free time expires, the charges are \$20 for each fifteen (15) minutes (or fraction thereof). These charges do not include any charges associated with driver assist.

#### ***DRIVER ASSIST FREE TIME AND CHARGES***

##### **Driver assist free time**

Driver assist refers to the drayman loading or unloading a vehicle (with or without any assistance). Driver assist must be prearranged prior to a highway departure from the BNSF facility by calling 1-800-446-6554, option 5.

Free time is not available for driver assist; thus the charges begin with the service.

##### **Driver assist charges**

Driver assist charges are \$20 for each fifteen (15) minutes (or fraction thereof). These charges do

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## ITEM 58: SHIPPER RESPONSIBILITIES

### SHIPPER REQUIREMENTS

The shipper is responsible and liable for the requirements set forth in this Item, in addition to other Items in this *BNSF Intermodal Rules and Policies Guide*.

#### 1. General Shipper Responsibilities

- a. Shipper is responsible to properly block, brace, equally distribute the weight, and load the contents in the equipment. BNSF is not responsible for loss or damage to lading and/or equipment caused by load shifting. (See more in section 2 of this Item.)
- b. Shipper must provide seals on doors of all loaded vehicles. It is the shipper's responsibility to protect the safety and integrity of the lading, including but not limited to, the application of security-type seals to shipments for prevention of unauthorized access to the lading. Presence of a broken seal or missing seal alone does not deem the lading to be contaminated or adulterated. The shipper is responsible to provide documented evidence that each shipment is properly protected with security seals when tendered to BNSF. It is recommended to use a barrier type of security seal, which is manufactured of material such as steel or cable with the intent to delay intrusion and is generally removed with a quality bolt or cable cutter.
- c. Shipper must call attention to any evidence of unauthorized entry or damage and note it on the inspection report before the vehicle is removed from the BNSF premises. (See Item 38: Vehicle Inspections.)
- d. If damage or unauthorized entry to the vehicle is noted at destination, BNSF must be notified immediately and given reasonable time to inspect the vehicle while it is still loaded. However, failure of BNSF to inspect the vehicle and lading will not be considered a waiver of any defenses BNSF may have to a claim or suit.
- e. Shipper will replace or incur any expense for vehicles that are damaged, lost, stolen or destroyed while in the possession of shipper or shipper's agents (in accordance with AAR rules and the depreciation formula in Item 65: Equipment Liability and Claims Procedures).
- f. Shipper is responsible for leaks, spills, transloads, and overloads, and all associated expenses, costs or fines resulting from such leaks, spills, transloads and overloads, including equipment loss or damage, property loss or damage, injury, death or any other liability, and attorney fees. (See Items in the Equipment, and Prohibited, Restricted and Hazardous chapters.)
  - If a shipment being tendered to BNSF is found to be leaking, the shipment will be rejected. However, a safe haven will be offered for a leaking shipment, until the shipper can inspect, decontaminate, clean, repair and/or remove the vehicle. The actual restoration and clean up of the safe haven and BNSF property will be the responsibility of the shipper.
  - If the shipment is found to be leaking while in BNSF's possession, BNSF will notify the shipper. The shipper will be responsible for storage, detention, and other charges incurred due to a leaking shipment, improper or incomplete shipping instructions, and other Items mentioned throughout this *BNSF Intermodal Rules and Policies Guide*.
  - In the case of an incident, the shipper will:
    - Pay for clean up and restoration or reimburse BNSF for all related costs and expenses plus a 50% handling charge, with a minimum of a \$500 charge; AND

- [Clean up to BNSF's satisfaction and to the satisfaction of any governmental body with jurisdiction.](#)

(See Item 6: BNSF Rejection Rights and Item 8: Laws and Regulations Compliance.)

## 2. Shipper Blocking and Bracing Responsibilities

- a. Any required blocking and bracing will be furnished and installed by the shipper, at the shipper's expense, according to the BNSF loading and securement specifications or the Intermodal Loading Guide, and the vehicle construction must meet AAR M 930, M 931 or M 943 specifications effective on the shipment date. For questions or assistance on blocking and bracing methods, BNSF [Load and Ride Solutions](#) (Damage Prevention) services are available. Please contact a [Load and Ride Solutions team member](#) (Damage Prevention) or BNSF Marketing representative for this service. (See Appendix C for the phone numbers.)
- b. BNSF will not be responsible for any damages caused by failure of the shipper to properly block, brace, equally distribute the weight, or load the lading. The shipper is liable for damages, costs, fines, personal injury or death resulting directly or indirectly from failure to properly block, brace or load the lading.
- c. If a shipment is found to be improperly blocked, braced, distributed weight, or loaded, the shipper will pay a charge of \$500 per occurrence, plus incur all expenses to adjust or transfer the load. (See Item 30: Shipment Adjustments.)  
In addition, if an improperly blocked, braced or loaded shipment has to be set out of a train, a \$2,000 charge will be paid by the shipper.  
If a shipment causes a derailment or other damages to BNSF, all expenses incurred by BNSF will be charged to the shipper.
- d. All hazardous material shipments must be loaded, blocked and braced as specified in section 49 CFR 174.55 (Code of Federal Regulations pertaining to

hazardous materials). (See Item 27: Hazardous Commodities.)

(See Item 59: Shipper General Liability.)

## 3. Shipper Equipment Inspection

When BNSF provides a vehicle, the shipper is responsible to inspect and determine if the vehicle is suitable to protect and preserve the lading during transit. If the vehicle is not suitable, the shipper is responsible for any additional drayage charges resulting from such rejection. BNSF will not be liable for loss or damage to lading caused by defects in a vehicle that the shipper inspection could have discovered prior to loading.

(See Item 6: BNSF Rejection Rights, Item 28: Shipper Vehicle Loading, Item 33: Maximum Vehicle Weight and Overweight Handling, Item 38: Vehicle Inspections for gate and requested inspections, Item 62: BNSF Limited Liability, and Item 63: Unlocated Lading Loss or Damage.)

## 4. Shipper Provided Insurance and Liability Terms

For shipments with values exceeding BNSF's limited liability of \$250,000, or \$100,000 on tank container shipments, the shipper may elect under certain conditions to provide its own insurance. The shipper can provide insurance coverage outside the transportation contract. BNSF's limited liability remains at \$250,000, or \$100,000 for a tank container shipment.

The shipper has the option to choose from three liability terms depending on the value or terms required for the shipment.

1. The shipper may select the BNSF limited liability of \$250,000 per vehicle, except tank container shipments, which have a limited liability of \$100,000.

Or, if the shipper wishes to obtain a higher loss or damage limit, it has these two options:

2. The shipper may obtain shipper-supplied insurance.
3. The shipper may obtain coverage under the terms of 49 USC 11706. (See Item 60: 49 USC 11706 Liability Terms.)

BY ACCEPTING THIS TRANSPORTATION OFFER WITHOUT FOLLOWING THE PROCEDURES FOR LIABILITY TERMS SET FORTH IN ITEM 60: 49 USC 11706 LIABILITY TERMS, THE SHIPPER

ACKNOWLEDGES THAT IT HAS CHOSEN TO ACCEPT THE PRICE AUTHORITY RATE LEVELS AND TERMS AS OUTLINED IN THIS *BNSF INTERMODAL RULES AND POLICIES* GUIDE INCLUDING LIMITED BNSF VALUE AND LIABILITY TERMS AS STATED IN ITEM 62: BNSF LIMITED LIABILITY.

(See Item 54: Private Equipment Drayage Insurance that outlines the required Certificate of Insurance for drayage of private equipment by non-BNSF (UJIA) Access Agreement holders.)

**ITEM 59: SHIPPER GENERAL LIABILITY**

The shipper will be liable to BNSF or any third party for property damage, personal injury, or death proximately caused by or resulting from:

- Failure to comply with any requirement set forth in this *BNSF Intermodal Rules and Policies Guide*, including, but not limited to, equipment specifications and standards; OR
- A defect in a vehicle supplied by shipper: OR
- Failure of the shipper to load and brace the lading properly and in accordance with the requirements set forth in this *BNSF Intermodal Rules and Policies Guide*, unless caused by the proven sole negligence of BNSF.

IT IS EXPRESSLY INTENDED THAT THE SHIPPER IS TO INDEMNIFY BNSF PURSUANT TO THE FOREGOING; SUCH INDEMNITY SHALL INCLUDE:

- INDEMNITY FOR THE NEGLIGENCE OR ALLEGED NEGLIGENCE OF BNSF, WHETHER ACTIVE OR PASSIVE, WHERE SUCH BNSF NEGLIGENCE IS A CAUSE (BUT NOT THE SOLE CAUSE) OF THE LOSS OR DAMAGE; OR
- INDEMNITY FOR STRICT LIABILITY RESULTING FROM VIOLATION OR ALLEGED VIOLATION OF ANY FEDERAL, STATE OR LOCAL LAW OR REGULATION BY BNSF, INCLUDING, BUT NOT LIMITED TO, THE FEDERAL EMPLOYERS LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE BOILER INSPECTION ACT, AND THE OCCUPATIONAL HEALTH AND SAFETY ACT.

The shipper will defend and indemnify BNSF from and against the loss and damage described above and for the cost of defending claims filed against BNSF for such damage, including, but not

limited to, reasonable attorney's fees necessary to defend against claims or suits. Upon tender of the defense for any claim or action against BNSF, shipper shall, at its expense, defend BNSF in such a claim or action.

Acceptance by BNSF of a shipment not in compliance with this *BNSF Intermodal Rules and Policies Guide* will not serve to release the shipper from its obligations, including the obligation to defend and indemnify BNSF.

The shipper or owner of any vehicle (including a tank container or bulk bladder contents) will be responsible for any necessary environmental clean up, except for clean up required resulting from proven gross negligence of BNSF. (See Item 45: Loaded Tank Containers and Item 46: Bulk Bladder Shipments.)

All persons involved with a shipment will, to the fullest extent, cooperate with BNSF to mitigate any loss and damage on an equitable basis.

The shipper/receiver shall dispose of any salvage to the best possible advantage and deduct salvage proceeds from the claim, or give a reasonable allowance toward the claim when lading is retained or withheld from the salvage market.

(See Item 58: Shipper Responsibilities and Item 65: Equipment Liability and Claims Procedures.)

**ITEM 60: 49 USC 11706 LIABILITY TERMS**

The 49 USC 11706 provides for full value liability and other liability terms for BNSF and the shipper.

**49 USC 11706 REQUIREMENTS**

To make a shipment pursuant to the terms of 49 USC 11706, the shipper must comply with all of the following procedures:

1. BNSF must be notified no less than 48 hours before the shipment is tendered to BNSF that the shipper chooses this liability protection.
2. The shipper has obtained a BNSF special price authority that is no less than 200% of the applicable price authority. The price authority must reference 49 USC 11706 liability terms.
3. The shipping instructions must note the shipment is moving under the 49 USC 11706 liability terms and is subject to the special price authority.

4. The shipment will be subject to released values contained in the Uniform Freight Classification document.
5. The shipment must be prepaid. Collect shipments are not accepted.

ANY SHIPPER TENDERING A SHIPMENT FOR TRANSPORTATION WITHOUT COMPLYING WITH ALL OF THESE PROCEDURES WILL BE SUBJECT TO THE BNSF LIMITED LIABILITY TERMS AS OUTLINED IN ITEM 62: BNSF LIMITED LIABILITY AND ITEM 63: UNLOCATED LADING LOSS AND DAMAGE.

**ITEM 61: FEDERAL EXCISE TAX AND TAX REFUND RESPONSIBILITIES**

The shipper must request BNSF to produce the required loss or destruction documentation, so the shipper can file a claim with the government to receive a Federal Excise Tax refund or credit allowance on such shipments as alcohol, alcoholic beverages, tobacco, tobacco products, or firearms. Whether or not a refund claim is actually filed or not, the amount equivalent to the Federal Excise Tax will not be made part of any claim against BNSF, and BNSF will have no liability for such amount or its equivalent. If the shipment is insured, there will be no subrogation against BNSF.

**ITEM 62: BNSF LIMITED LIABILITY**

**LADING LOSS AND LIABILITY APPLICATION**

BNSF SHALL NOT BE LIABLE FOR LOSS OR DAMAGE TO LADING UNLESS THERE IS PROOF OF BNSF NEGLIGENCE CAUSING THE LOSS OR DAMAGE.

In any event, BNSF has a limited liability of \$250,000 per shipment, except for tank container shipments that carry a limited liability of \$100,000. [BNSF's liability is limited to the released valuation for applicable items as listed in the Uniform Freight Classification 6000 series.](#)

In addition, BNSF will not be liable for [loss or](#) damage where BNSF's liability is determined to be \$250 or less.

If the shipper wishes to obtain a higher loss or damage limit, the shipper has the following two options:

- The shipper may obtain insurance; OR

- The shipper may obtain coverage under the terms of 49 USC 11706 (see Item 60: 49 USC 11706 Liability Terms).

The liabilities and responsibilities of BNSF and the shipper, as outlined in Item 58: Shipper Responsibilities and this Item, are independent of the value of the shipment.

(See Item 63: Unlocated Lading Loss or Damage.)

**BNSF LIMITED LIABILITY**

BNSF is not liable for loss or damage to the lading until it takes actual possession of the vehicle, and BNSF's liability ceases when the vehicle is tendered to another railroad, drayman, receiver, or another party. Once storage free time expires, BNSF's liability will only be that of a warehouseman. (See Item 55: Storage Free Time and Charges.) **IN NO EVENT SHALL BNSF BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM DAMAGE TO OR LOSS OF A SHIPMENT.**

**1. Loss or Damage**

BNSF shall not be liable for loss or damage to lading or to the vehicle if:

- a. The loss or damage is caused by shipper action or default, act of God, fire, high winds, flood, earthquake, civil or military authority, war, public enemy action, laws, riots, strikes, labor disturbances, commodity's inherent vice, equipment, or occurrences when the shipment is not in BNSF's possession.
- b. The loss or damage is created by acts, omissions or negligence of the shipper or shipper's agents. (See Item 58: Shipper Responsibilities.)
- c. The loss or damage is produced by failure of the shipper or shipper's agents to comply with the Intermodal Loading Guide or BNSF loading or securing specifications. (Contact [Load and Ride Solutions \(Damage Prevention\)](#) for proper loading specifications, see Appendix C.)
- d. The loss or damage results from a shipment's delay in transportation, unless BNSF, upon the shipper's request, agrees in writing in advance of the shipment to be responsible for such loss

or damage. (See Items in the Service chapter.)

- e. The loss or damage occurs to shipments that originate or terminate at a private siding, station, wharf, dock, pier, port, or landing, where there is no BNSF representative.
- f. The loss or damage is generated by failure of the shipper or shipper's agents to comply with obligations stated in this *BNSF Intermodal Rules and Policies Guide*.

**2. Shortages**

BNSF shall not be liable for shortage of lading unless there is specific evidence of unauthorized entry into the vehicle while it was in BNSF's possession.

If a shortage is noted at destination, BNSF must be notified immediately and given a reasonable time to inspect the vehicle while it is still loaded. Report shortages to the [Load and Ride Solutions \(Damage Prevention\)](#), Inspection Service Bureau, at 1-800-333-4686.

However, BNSF's failure to inspect the vehicle and lading will not be considered a waiver of any defenses BNSF may have to a claim or suit.

(See Item 38: Vehicle Inspections, Item 58: Shipper Responsibilities, and Item 63: Unlocated Lading Loss and Damage.)

**3. Additional BNSF Liability Limitations**

BNSF's liability shall be no greater than the percentage of proven BNSF causal negligence in the event that loss or damage results from the concurrent negligence of BNSF and the shipper, or the concurrent negligence of BNSF and an act of God, fire, high winds, flood, earthquake, civil or military authority, war, public enemy action, laws, riots, strikes, labor disturbances, equipment, or commodity's inherent nature.

If a shipment moves under the terms of a through intermodal ocean bill of lading with BNSF as a participating rail carrier, the liability of BNSF will be no greater than the liability of the ocean carrier issuing the bill of lading. The number of packages indicated in the "Total Number of Containers or Packages" section of the ocean bill of lading will be the maximum number of packages for calculation of BNSF's liability. If the number

of packages cannot be ascertained with certainty from the ocean bill of lading, the number of packages within the vehicle will be equivalent to the customary freight count of the goods shipped.

If a shipment moves under the terms of a bill of lading issued by a trucking company that has limited liability terms, such as a maximum value per pound limitation, the liability of BNSF will be no greater than that of the trucking company issuing the bill of lading.

(See Item 63: Unlocated Lading Loss or Damage and Item 64: Lading Claims Filing Procedures, which outlines the claim filing procedures and time limits for filing a claim.)

**ITEM 63: UNLOCATED (UNDETERMINED) LADING LOSS OR DAMAGE**

Unlocated damage is lading loss and damage where the cause cannot be determined by normal inspection.

BNSF will not reimburse for losses that are the responsibility of other parties or carriers. Reimbursement for unlocated lading damage occurring in the transportation cycle will be made only when charges for such unlocated lading damage are included in a special BNSF price authority with reference to this specific Item and are prepaid.

There is no minimum claim amount applicable, but there is a \$10,000 maximum claim amount that applies on unlocated damage or loss.

A shipment, moving under a specific BNSF prepaid price authority stating unlocated damages, is covered with the following exclusions:

- Any loss or damage covered by another source.
- Unexplained shortage if a vehicle arrives at the BNSF destination with the origin seal intact.
- The commodity's inherent vice.
- Fresh fruits and vegetables.
- Water, temperature, or pressure damage due to improper equipment or faulty private equipment, including damage resulting from the shipper's failure to protect the cargo against environmental temperature, humidity, or pressure changes.
- The loss of market value due to the shipment's delay.
- Consequential damages or loss due to unlocated damages.

- Improperly identified and placarded hazardous materials, substances, and wastes, in accordance with state and federal laws.
- War or nuclear perils that cause unlocated loss or damage.
- Any loss, damage, or expenses incurred due to the shipment's overloaded conditions.

If damage or shortage is noted at the destination, BNSF must be notified at once and given a reasonable time to inspect the loaded vehicle. If repeat damage occurs, the shipper agrees to work in a cooperative effort to reduce such losses. (See Item 38: Vehicle Inspections, Item 58: Shipper Responsibilities, and Item 62: BNSF Limited Liability.)

In no event shall BNSF be liable for special or consequential damages, loss of use to the vehicle's owner, or loss of the value for any vehicle lease.

Coverage will not be provided for any loss or damage to lading or vehicles with unlocated loss or damage due to an act of God, fire, flood, high winds, earthquake, civil or military authority, war, riot, the public enemy, shipper's act or default, commodity's inherent nature, vehicle's design or condition that is not furnished by BNSF, laws, riots or strikes, or any occurrence that takes place when BNSF is not in actual possession of the vehicle.

All persons involved with a shipment shall, to the fullest extent possible, mitigate loss and damage on an equitable basis. The shipper/receiver should dispose of any salvage to the best possible advantage and deduct a salvage allowance from the claim, or give a reasonable allowance when lading is retained or withheld from the salvage market.

(The claims process is outlined in Item 64: Lading Claims Filing Procedures. Located (determined) damage will be handled in accordance with the other Items in the Liability chapter.)

## ITEM 64: LADING CLAIMS AND FILING PROCEDURES

### PAYMENTS BEFORE CLAIMS FILING

Even if filing a lading (freight) claim, all outstanding payments or charges are due according to standard payment terms outlined in Item 10: BNSF Credit and Collections. If applicable, any reimbursement of payments will

be handled in the claims process outlined in this Item.

### **FILING CLAIMS TIME LIMIT**

Regardless of the loss or damage cause, the shipper must file claims for lading loss or damage in writing (rather than by phone). Claims must be received by BNSF within nine (9) months after the delivery date, or in the event of non-delivery, claims must be received within nine (9) months of what would have been the reasonable delivery date.

### **FILING CLAIMS REQUIREMENTS**

The claim must be properly supported with documentation to establish loss and damage, monetary amount, quantity, and type.

Only the shipper (the party indicated on the BNSF price authority and paying BNSF for the rail shipment) may initiate and maintain a claim for lading loss and damage or a suit against BNSF. A person who is not party to a price authority with BNSF will have no claim or cause of action against BNSF for loss or damage to lading.

The claim must comply with the minimum filing requirements contained in 49 CFR Section 1005.2 (b).

The claim must fully identify the rail shipment and request payment of a certain amount, or the claim will not be deemed filed.

### **1. Claims Requirements**

The following outlines claims procedures.

Include with each claim:

- a. A copy of the shipping instructions and other shipping documents.
- b. Documents establishing the responsibility for liability and the amount of monetary loss.
- c. Seal records and loading/unloading records must support shortage claims. Mere presence of a broken seal or missing seal does not deem the lading to be contaminated or adulterated. Documentation must be provided that shipment was properly protected with security seals when tendered to BNSF.
- d. Supporting records detailing the nature of the damage or loss. Complete temperature recording documentation is

required for temperature-controlled equipment claims.

- e. Examples of documents giving evidence of damage include delivery receipt, inspection report, photographs, temperature documentation for temperature-controlled shipments, and receiver's receiving record. Photographs must always be provided.

**2. Claims Address**

Send claims to:  
 Director Freight Claims  
 BNSF  
 P.O. Box 1738  
 Topeka, Kansas 66601-1738  
 Phone: 1-800-234-9652  
 Fax: 1-785-435-4120

**3. Lawsuit Filing Time Limit**

Filing a claim as outlined in this Item is a prerequisite to filing a lawsuit with BNSF. All loss or damage suits filed against BNSF must be filed within nine (9) months from the date BNSF declines the claim on which the suit is based, or nine (9) months from the receipt of the claim by BNSF, whichever is later.

**4. Lawsuit Filing Location**

All loss or damage suits filed against BNSF shall be filed in a United States Federal District Court in the location of the shipment's origination or termination on BNSF. If the U.S. Federal District court does not have jurisdiction for the controversy, the suit shall be filed in the appropriate U.S. State Court where the shipment originated or terminated on BNSF.

(See Item 38: Vehicle Inspections, Item 58: Shipper Responsibilities, Item 62: BNSF Limited Liability for the minimum claim amount, and equipment claims are outlined in Item 65: Equipment Liability and Claims Procedures.)

**ITEM 65: EQUIPMENT LIABILITY AND CLAIMS PROCEDURES**

***EQUIPMENT LIABILITY AND DAMAGE CLAIMS PROCEDURES***

Equipment liability and claims procedures are outlined for rail-controlled and private equipment.

**1. Rail-controlled Vehicles Liability and Damage Claims**

Liability and claims on rail-controlled vehicles are governed by the BNSF (UIIA) Access Agreement. For questions, please contact a BNSF (UIIA) Access Agreement holder. (See Item 35: BNSF (UIIA) Trucker Interchange Application.)

**2. Private Vehicles Liability and Damage Claims**

**a. BNSF liability**

BNSF will be responsible for vehicle structural damage when BNSF or its agents are proven negligent. BNSF can, without the owner's consent, repair any damage that BNSF is responsible for, or terminate the vehicle to the owner at the origin or the nearest interchange point for the owner to repair.

However, BNSF is not responsible for:

1. Damage to private trailers, containers, or chassis that do not comply with AAR M 930, M 931, or M 943 specifications.
2. Damage to private trailers not equipped with lift pads.
3. Any lading or equipment damage resulting from the vehicle exceeding the height, length, width or other specifications as outlined in Item 31: Vehicle Specifications and Standards.
4. Normal wear and tear to the vehicle or cosmetic damage not affecting the vehicle's structural integrity. (See Item 47: Newly Manufactured Vehicles.)
5. Inspecting the vehicle for failure or defect.
6. Damages arising from loss, damage or consequential loss of the vehicle, or use sustained by the shipper. BNSF's acceptance of the vehicle does not waive the shipper's liability for complying with Item 31: Vehicle Specifications and Standards.

**b. Shipper liability**

The shipper is liable for damages, personal injury, or death resulting directly or indirectly from failure to comply with Item 31: Vehicle Specifications and Standards, or defects in a private vehicle or chassis. The shipper will indemnify BNSF from all loss, damage, and costs of defending claims for loss or damages against BNSF that relate to private vehicles.

If a shipper files a private equipment claim for damage and BNSF pays the claim (all or a portion of the claim), such payment will not constitute acceptance of responsibility for lading loss and damage.

(See Item 38: Vehicle Inspections, Item 58: Shipper Responsibilities, Item 59: Shipper General Liability, and Item 62: BNSF Limited Liability.)

**c. Filing claims time limit**

All claims must be filed in writing within sixty (60) days after the equipment arrives at destination. If BNSF is proven responsible for the damage, BNSF will repair or bear the cost of repair based on provisions of AAR Intermodal Interchange Rules.

**d. Claims requirements**

All equipment claims require:

1. An interchange inspection report when the vehicle is delivered to or received from BNSF.
2. A copy of the actual repair invoice showing labor and material charges.
3. A vehicle manufacture date when repairs exceed \$450.
4. The depreciated value statement when repairs exceed \$1,000.

**e. Claims address**

Send claims to:  
 BNSF Intermodal Maintenance  
 Department  
 6851 NE Loop 820  
 Suite 400  
 Ft. Worth, TX 76180

**f. Private vehicles depreciated value**

When BNSF is responsible for loss, theft, or destruction to the shipper's vehicle,

BNSF will pay the depreciated equipment value at the time of occurrence.

The original vehicle cost, the month and year the vehicle was manufactured, and a copy of the vehicle purchase invoice should be included with the claim.

However, if the repair costs are estimated to exceed the depreciated value, BNSF may dispose of the salvage without prior consent of the owner.

If the owner requests the salvage to be returned, BNSF may return it, if practical, and a settlement will be based on the depreciated value less the salvage value. The owner assumes all conditioning, loading, and transporting costs to forward the salvage.

The following outlines the salvage value per vehicle that will be deducted from any depreciated value calculated if the shipper requests the vehicle's return. The term vehicle includes special equipment and accessories (except temperature-controlled devices).

For salvage value calculations, the container and a chassis are considered separately.

- The salvage value is \$300 per vehicle, plus \$53 per tire, regardless of condition.
- The salvage value is \$500 for temperature-controlled devices, including fuel tanks, regardless of condition.

**g. Vehicle value cost factor index**

In the event BNSF is liable, the shipper should use the following index to calculate the vehicle's depreciated value (the index adjusts for inflation).

| Trailers |             |   | Containers |             |
|----------|-------------|---|------------|-------------|
| Year     | Cost Factor | I | Year       | Cost Factor |
| 1985     | 100         |   | -          | -           |
| 1986     | 105         |   | -          | -           |
| 1987     | 104         |   | -          | -           |
| 1988     | 107         |   | 1988       | 100         |
| 1989     | 112         |   | 1989       | 109         |
| 1990     | 108         |   | 1990       | 110         |
| 1991     | 121         |   | 1991       | 118         |
| 1992     | 110         |   | 1992       | 111         |
| 1993     | 108         |   | 1993       | 113         |
| 1994     | 114         |   | 1994       | 114         |
| 1995     | 119         |   | 1995       | 120         |
| 1996     | 116         |   | 1996       | 134         |
| 1997     | 116         |   | 1997       | 117         |

|      |     |  |      |     |
|------|-----|--|------|-----|
| 1998 | 120 |  | 1998 | 117 |
| 1999 | 131 |  | 1999 | 112 |
| 2000 | 102 |  | 2000 | 112 |

|                               |                 |
|-------------------------------|-----------------|
| 5. Answer in step 2           | \$ 13,837       |
| <u>Minus answer in step 4</u> | <u>- 12,337</u> |
| Equals depreciated value      | \$ 1,500        |

**h. Salvage calculations**

To calculate the depreciated salvage value of a damaged, destroyed, lost or stolen vehicle:

1. Obtain the original vehicle's cost and year built. Multiply by the appropriate Cost Factor (seen in section g) for the year prior to the damage.
2. Divide by the Cost Factor for the year the vehicle was built.
3. Divide by the life of a vehicle, 120, as prescribed by the AAR.
4. Multiply by the number of months the vehicle was in use.
5. Subtract the answer in step 2 from the answer in step 4 to determine the depreciated value.

**i. Depreciated value example**

To calculate the depreciated value, see the following example for a trailer built in 1989 that cost \$13,360 and was destroyed in 1998.

1. Original cost \$ 13,360  
Multiplied by the Cost Factor  
for the year prior to damage x 116  
\$ 1,549,760
2. Answer in step 1 \$ 1,549,760  
Divided by the Cost Factor  
for the year the vehicle  
was built / 112  
Equals reproduction cost \$ 13,837
3. Answer in step 2 \$ 13,837  
Divided by 120, the life of a  
vehicle as prescribed  
by the AAR ÷ 120  
Equals depreciated amount  
per month 115.30
4. Answer in step 3 115.30  
Multiplied by the number  
of months in use x 107  
\$ 12,337

**j. Depreciated value exceptions**

A new, rebuilt or stretched vehicle, special equipment, accessories or a temperature-controlled vehicle and devices are depreciated on a straight-line basis as follows.

1. A new, rebuilt or stretched vehicle, special equipment and accessories are depreciated at 10% per year applied to the vehicle's age, with a maximum depreciation limit of 90% of the reproduction cost.
2. A temperature-controlled vehicle and devices with all components has a reproduction cost the same as the current market price and will depreciate at 10% per year applied to the vehicle's age, with a maximum depreciation limited to 95% of the reproduction cost.

## DEFINITIONS

**Abandoned** - A vehicle is considered abandoned after sixty (60) days of storage. BNSF will dispose of the vehicle and lading (at the shipper's expense) or sell for salvage. Outstanding charges are responsibility of the shipper. (See the BNSF Drayage Inability and the Storage Free Time and Charges Items.)

**Accessorial Charges** - Charges other than freight charges, for services that include, but are not limited to, load, unload, storage, chassis use, pick up, detention, repackaging, overload, inspection, driver standby, driver assist, driver count, lift, and split delivery. The charges are referenced throughout this *Guide* and some are outlined in Appendix B. The charges are considered payments due to BNSF and are billed on miscellaneous or freight bills, or invoices. (See the Accessorial Services and Charges Item.)

**Actual Receiver** - Person or legal entity who receives freight at the final destination, generally the party accepting or using the freight.

**Actual Shipper** - Person or legal entity whose goods are being shipped, generally the manufacturer or producer.

**Automated Clearing House (ACH)** - Type of method to send electronic payments to BNSF. For ACH Debit, the receiver initiates funds transfer, and for ACH Credit, the sender initiates the funds transfer. Contact BNSF Credit and Collections to establish these types of payments. (See the BNSF Credit and Collections Item.)

**Availability** - Indicates the shipment is available to be picked up (obtained). Service schedules state when a shipment must be tendered to BNSF at the origin (cutoff day and time) in order to receive the associated destination (availability day and time). Notification occurs at the time of availability and continues until the shipment is picked up. (See the Storage Free Time and Charges Item.)

**BNSF** - This is the abbreviation for The Burlington Northern and Santa Fe Railway Company.

**BNSF (UIIA) Access Agreement** - Denotes the Uniform Intermodal Interchange Agreement. This is BNSF's contract addendum to the Intermodal

Association of North America's Uniform Intermodal Interchange and Facilities Access Agreement. This is a contract between BNSF and a drayman that allows the removal of a rail-controlled vehicle from a BNSF facility to deliver or pick up a shipment. It is also considered the BNSF Equipment Interchange Contract. (See the BNSF UIIA Trucker Interchange Application Item.)

**Beneficial Owner** - This is the person or legal entity that owns or has title to the freight during transportation.

**Bill of Lading** - Shipping document or shipping instructions, which is sent by the shipper and initiates the movement of a vehicle. (See the Shipping Instructions Item.)

**BOE** - Denotes the abbreviation for the Bureau of Explosives.

**Bulk Bladder** - A "bladder-like" or sealable liner used to transport the commodity (usually liquid) within a vehicle. This is also referred to as flexitank shipments due to the commodity being enclosed in a temporary "tank-like" casing.

**Busted Order** - Not obtaining (picking up) equipment that was ordered. This is also considered an Outstanding Order. (See the Outstanding Equipment Orders Item.)

**Carriage of Goods at Sea Act** - Identifies international packaging and liability limitations. (See the application of this Act in the Laws and Regulations Compliance Item. See limited liability of intermodal ocean bill of lading in the BNSF Limited Liability Item.)

**Cash Basis** - If the shipper is on a cash basis (paid by cashier's check, certified check or by wire transfer) payment must be received before or at the time shipment is tendered. Vehicles tendered by shippers on a cash basis will be held by BNSF until payment is received. Cash is not accepted at the gate (of an intermodal facility). Checks should be sent to BNSF Accounting Revenue Management, 176 East Fifth Street, St. Paul, MN, 55101. (See the BNSF Credit and Collections and Storage Free Time and Charges Items.)

**Centralized Waybilling Center (CWC)** - BNSF's department that processes shipping instructions.

**Certificates of Insurance** - See Insurance.

**Chassis** - An undercarriage with wheels constructed to accommodate containers or flat racks to move on the highway.

**Coiled Metal Certification** - Certification is required for each coiled metal shipment tendered to BNSF and indicates use of proper loading procedures. (See the Restricted Commodities, Equipment, and Associated Charges Item.)

**COFC** - This is an abbreviation for a container on flatcar. It indicates the type of movement for a container without a chassis.

**Collect** - This indicates that the freight payments are made to the destination rail carrier for an interline movement. This type of billing is stated on the price authority and must be indicated on the shipping instructions. Billing types are either collect or prepaid.

**Commodity** - Contents in a vehicle (loaded or empty) described on the shipping instructions and price authority. The commodity corresponds to an associated STCC. This is also referred to as the shipment, freight, gross cargo, lading, article, material, substance, or waste.

**Complete Offer** - Shipper accepting the *BNSF Intermodal Rules and Policies Guide* and the price authority in effect at the time the shipping instructions are given to BNSF. (See the Complete Offer Item.)

**Container** - A freight vehicle without a chassis, constructed to allow for the attachment of a removable chassis for further transportation.

**Contract Holder** - A shipper who signed a transportation contract (multi-party agreement) and typically has a special or multi-party price authority.

**Cross-town** - Drayage from one railroad intermodal facility to another railroad intermodal facility within the same city or town, thus draying "across town." The price authority will indicate if cross-town drayage is applicable. BNSF is not responsible for cross-town (chassis or drayage) on a Rule 11 shipment. (See the Price

Authorities Application and the Furnishing Chassis Items.)

**Customer Solutions** - A BNSF Intermodal customer relations group that handles service related problems.

**Customs** - References to customs are in the Items of Storage Free Time and Charges, Rail Carrier Bond, and Detention Free Time and Charges.

**Cutoff** - Indicates the day and time that the shipment must be tendered to BNSF at the origin in order to receive the associated availability (day and time).

**Day** - Equates a twenty-four (24) hour period.

**Daylight Savings Time** - BNSF railroad operations and charges observe daylight savings time when in effect.

**Delivery** - Denotes to deliver a vehicle to BNSF's facility or the shipper's facility. BNSF delivery is controlled by the service code on the shipping instructions. (Some references to delivery can be seen in the Service and Drayage chapter.)

**Domestic** - Intermodal shipments that move within North America without a prior or subsequent water movement. Domestic or international is indicated by the type of Service Codes and Price Authorities. (See the Items for Service Codes and Price Authorities Application.)

**Detention Charges** – This is considered drop and pull. (See the Detention Free Time and Charges Item.) In addition, this is also compensation due a vehicle owner or lessor when its equipment is detained beyond an agreed period of time. (See the NACS Item.)

**Dispute** – A shipper contending an erroneous charge was invoiced. If this arises, see the Credit and Collection and the Invoiced Disputes Items. A freight (lading) claim is not a disputed amount.

**Distressed Load** – A shipment that cannot be transported further because the equipment condition or movement of the lading is causing an unsafe condition.

**Dock** - See the on-dock definition.

**DOT** - An abbreviation for the Department of Transportation.

**Drayage** - Trucking services intended for intermodal shipments to obtain or deliver shipments, such as cross-towns, trailer terminations, pick ups and deliveries, and IMX drayage. The drayage service is also referred to as a dray.

**Drayman** - The driver or owner of the truck company performing the trucking or drayage services. BNSF controlled drayage is determined by the service code on the shipping instructions.

**Driver Assist** - When the drayman is required to load, unload, or assist in the loading or unloading of vehicles. (See the Driver Loading/Unloading Free Time and Charges Item.)

**Driver Standby** - When the drayman is required to wait with a vehicle at the actual origin or actual destination. (See the Driver Loading/Unloading Free Time and Charges Item.)

**Drop and Pull** - When a drayman leaves a vehicle at a shipper's facility (to load or unload) with the intention of obtaining the (loaded or empty) vehicle at a later scheduled time. (See the Detention Free Time and Charges Item.)

**EDI** - This is the abbreviation for Electronic Data Interchange.

**Electronic Funds Transfer (EFT)** - A method to send electronic payments to BNSF. See the definition for ACH. (See the BNSF Credit and Collections Item.)

**Embargo** - An embargo is a temporary measure to control shipments that threaten operations and warrant restrictions of such movements. An order that prohibits further movement of, including but not limited to, specific shippers, commodities, or equipment. Once shippers are notified by BNSF of an embargo, any shipments in question cannot be tendered to BNSF and are prohibited on BNSF until the embargo is lifted. Failure to adhere to the embargo status or advise BNSF of any shipment in BNSF's custody or control can result in the shipper being subjected to a charge of \$50,000 per incident, in addition to all other charges. (See the Embargo Item.)

**Empty** - Is a vehicle or shipment that contains no commodities or contents. Empty is a commodity description and has an associated STCC.

**Equipment** - All shipping devices stated in the vehicles definition, as well as all types of equipment that may be used for handling or moving intermodal shipments including, but not limited to, railcars, lift equipment, scales, locomotives, tractor-trailers, and track structures.

**Exempt** - Not governed by federal regulatory boards.

**FAK** - Abbreviation for the Freight All Kinds commodity description that indicates a mix or non-specific commodities.

FAK is not a valid description for Prohibited, Restricted, or Hazardous shipments. FAK is not valid for shipments crossing the Canadian or Mexican borders. FAK is not valid under the Safe Container Act for shipments with a gross cargo weight of more than 29,000 pounds and if a commodity equals or exceeds 20% of the total shipment. (See the Shipping Instructions, and the Prohibited, Restricted and Hazardous Items.)

FAK is also a type of price authority that is offered to various types of customers and is specified such as domestic, international, contract holders or non-contract holders. (See the Price Authorities Application Item.)

**Fax Guarantees** - A faxed letter guaranteeing payment of storage charges to BNSF at the time the vehicle is removed from a BNSF facility. It will be accepted only from the shipper or notify party and must be on company letterhead, signed by an authorized representative of the guarantor, and indicate company name, address, phone number, vehicle initial and number, and applicable dates for storage charges. (See the Storage Free Time and Charges Item.)

**Flexitanks** - See the definition for bulk bladder. (See the Bulk Bladder (Flexitank) Shipments, and Restricted Commodities, Equipment, and Associated Charges Items.)

**Flips** - See the definition for lifts.

**Flying Interchange** - Refers to interchanging equipment on the street, also known as a street interchange. (See the North American Container System Item.)

**Force Majeure** - Acts of God and other conditions when BNSF is excused from any obligation to perform transportation services. (See the Intermodal Service, ~~and~~ Service Levels, [BNSF Limited Liability, and Unlocated Lading Loss or Damage Items](#).)

**40 CFR** - Code of Federal Regulations written by the United States Environmental Protection Agency. (See the Hazardous Commodity Item.)

**49 CFR** - Code of Federal Regulations written by the United States Surface Transportation Board, the Department of Transportation, and the Federal Railroad Administration. (See references in the Prohibited, Restricted, and Hazardous Items.)

**49 USC 11706** - This coverage provides for full value of a shipment. The rules for such coverage are outlined in the 49 USC 11706 Item. (See the Shipper Responsibilities Item.)

**Free Time** - Amount of time before charges apply. Different free time applies for storage and detention. (See the Storage, Detention, and Driver Loading/Unloading Free Time and Charges Items.)

**Freight Bill** - A bill or invoice for movement of a vehicle. Other associated charges may be indicated on the freight bill or invoice.

**Freight Charges** - The price authority rate for movement of a vehicle as stated on an invoice or freight bill sent to shipper for payment. Also considered payments due to BNSF.

**[Freight Claim](#)** – [A claim for lading damages. Freight claims procedures are outlined in the Lading Claims and Filing Procedures Item.](#)

**Gross Cargo Weight** - Total weight of lading (cargo), including blocking, bracing, and pallets. (See references in the Intermodal Safe Container Act definition.)

**Hazardous Commodities** - Materials as defined by the DOT in the Code of Federal Regulations (49 CFR) as hazardous materials, hazardous wastes, and hazardous substances. (See the Hazardous Commodities and Restricted Commodities, Equipment and Associated Charges Items.)

**Holidays** - Holidays observed for storage calculations (based on the applicable shipment's notification location).

BNSF observed U.S. holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, December 24, and Christmas Day.

Mexican national holidays observed: New Year's Day, Mexican Constitution Anniversary, Benito Juarez's Birthday, Holy Thursday, Good Friday, Labor Day, Battle of Puebla, Independence Day, Columbus Day, President's Report, Day of the Dead, Revolution Anniversary, Our Lady of Guadeloupe, and Christmas Day.

Canadian national holidays observed: New Year's Day, Good Friday, Memorial Day, Independence Day, Civic Day, Labor Day, Thanksgiving Day, and Christmas Day. (See the Storage Free Time and Charges Item.)

Holidays listed within this definition are not applicable for NACS equipment (see the North American Container System Item).

**Hub Center** - A BNSF designated intermodal facility. This is also considered a ramp, hub, intermodal facility, or facility.

**Immediate Transportation Manifest (IT)** - Customs document for international import traffic. (See the Rail Carrier Bond Item.)

**IMX Facility** - Refers to an Intermodal Marketing Extension (IMX) facility, which provides over-the-road transportation to and from a BNSF rail hub center. This is also considered an Intermodal facility, or facility. (See references in the Vehicle Inspections, and the Maximum Vehicle Weight and Overweight Handling Items.)

**In-gate** - Means a vehicle arriving at and being tendered to a BNSF facility. When delivering the vehicle to a BNSF facility, the drayman must state the applicable shipper and destination. If the vehicle is "in-the-gate," then the shipment has entered a BNSF facility. (See the Vehicle Inspections Item.)

**Insurance** – Some different types of insurance required are for coiled metal, hazardous commodities, UIIA agreements, private drayage, and 49 USC shipments. (See the Items for Restricted Commodities, Hazardous Commodities, BNSF UIIA Trucker Interchange Agreement, Private Equipment Drayage, Shipper Responsibilities, and 49 USC.)

**Inter Box Connectors (IBCs)** - Metal devices that secure one container on top of another while in transit. At on-dock international loading facilities, the on-dock operators are responsible for providing inter box connectors (IBCs). Only left locking IBCs are permitted on BNSF. These devices are considered miscellaneous equipment. (See the Miscellaneous Equipment Item.)

**Interchange** - The transfer of a vehicle from one rail carrier to another (as referenced in Price Authorities Application and Applicable Industry Publications Items). This is also referenced as an exchange of electronic information (EDI) or equipment, such as street interchange.

**Interline** - The movement between two or more rail carriers. (See the Price Authorities Application Item for Joint-line, Rule 11, and other types of interline shipments and price authorities.) Proper shipping instructions are required for interline shipments.

**Intermediate Stops** - Rail stop-offs are not permitted on intermodal shipments. (See the Rail Stop-offs Item.) Also see the Stop-offs definition.

**Intermodal/Automotive Service Support Center** - BNSF Accounting group to handle some shipping instruction changes.

**Intermodal Equipment Register** - Describes trailer and container attributes such as length, width, ownership, etc. (See the Applicable Industry Publications Item.)

**Intermodal Facility** - Considered a BNSF hub center, rail facility, IMX facility, facility, hub, or ramp.

**Intermodal Safe Container Act (SCA)** - Applies to shipments with gross cargo weight (including blocking/bracing) greater than 29,000 pounds.

The Act requires the following information be supplied: 1) Equipment initial and number, 2) Actual gross cargo weight, 3) Actual commodity description. FAK is not a valid description if any commodity equals or exceeds 20% of the total shipment weight, 4) Certifying party (specify if other than the shipper). BNSF deems the certifying party as the shipper unless otherwise indicated on the shipping instructions, and 5) Certification or EDI data transfer date (specify if different than the shipping instructions date). BNSF uses the shipping instruction date unless otherwise notified.

This Federal Act was applicable on April 9, 1997. On January 1, 2001, FAK could no longer be used if a commodity equals or exceeds 20% of total weight.

The documentation for the SCA will only be accepted via EDI or fax shipping instructions. No SCA documentation will be accepted at the gate. (See the Shipping Instructions Item.)

**International** - Shipments with an immediate prior or subsequent water move or when the shipper has proof of importation/exportation to or from the territories of the U.S., Hawaii, or foreign countries. International rates do not apply to shipments between the Continental U.S., Mexico, Canada, or Alaska. International or domestic is indicated in the service codes and price authorities. (See the Intermodal Service Codes and Price Authorities Items. Also see the Laws and Regulations Compliance Item.)

**Invoice** - Considered a bill, freight bill, balance or payments due, miscellaneous bill, or a bill for transportation services, accessorial charges, finance charges, fuel surcharges, or other charges.

**Joint-line** - This is type of interline shipment. A joint-line price authority is one price authority that applies to the entire movement from rail origin to rail destination on two or more railroads. The rate includes all interchange charges unless otherwise noted. Send the shipping instructions only to the origin carrier, who forwards the shipping instructions to the other carriers in the route. (See the Price Authorities Application Item.)

**Lading** – [See the Commodity description.](#)

**Letter of Agreement** - A letter for coiled metal shipments that must be signed by the shipper before BNSF will accept coiled metal shipments. (See the Restricted Commodities, Equipment, and Associated Charges Item.)

**Lifts** - Lifting (loading) the vehicle on or off a railcar. This is also considered flips. (See the Container Lift Provisions Item.)

**Load** - Considered placing, ramping, or lifting the vehicle on a railcar. In addition, this indicates a vehicle containing a commodity or contents. This can also be referred to as a shipment.

**M 930, M 931 and M 943** - Identifies trailer, container, and chassis construction requirements,

and defines standards and recommended practices. The Association of American Railroads publishes these. (See the Applicable Industry Publications and the Vehicle Specifications and Standards Items.)

**Manifest** - A listing of the commodities and associated quantities within the vehicle.

**Marketing** - A group handling the marketing and pricing of BNSF Intermodal service offerings.

**Maximum Gross Weight** - The maximum gross weight allowed on BNSF is 65,000 pounds, which includes the vehicle, chassis, other equipment, and gross cargo weight. (See the Maximum Vehicle Weight and Overweight Handling Item.)

**Multiple Stop-offs or Deliveries** - The price authority allows multiple drayage deliveries. This is also considered split deliveries. (See the Multiple Deliveries Item.)

**NACS** – The abbreviation for the North American Container System (NACS) program that allows specially marked (NACS) containers to move among participating railroads. The variable or street time equipment expense is not included in the line haul transportation rate. The shipper pays an equipment use charge. (See the North American Container System Item.)

**Non-contract Holder** - A shipper with access to public price authorities and rates (and who has not signed a multi-party transportation agreement).

**Notification** - BNSF advises the notify party that a vehicle is available for pick up, delivery, loading, unloading, or there is problem with the shipment. At destination, notification occurs when shipment is available (availability) and will continue until shipment is picked up. BNSF is not responsible for notification failures. (See the Storage Free Time and Charges Item.)

**Notify Party** - Person identified on the shipping instructions to be notified when the shipment is available or has a problem (typically the shipper, receiver, beneficial owner, drayman, or their agents, employees or contractors). Generally, notification will be to the shipper for origin items (or problems), and to the specified notify party for destination items. For rail-controlled equipment, the notify party must be the shipper or a valid BNSF UIIA contract holder. The notify party is

required to maintain facsimile communication capabilities twenty-four (24) hours per day, seven (7) days per week for notification purposes. (See the Shipping Instruction Changes, BNSF UIIA Trucker Interchange, and Storage Free Time and Charges Items.)

**Ocean Carrier** - This is synonymous with shipper and/or receiver. Also considered the steamship company.

**On-dock** – This is the loading or unloading of international vehicles to or from steamships (vessels) and railcars at a pier facility. Some references to on-dock are in the Restricted Commodities, Equipment, and Associated Charges Item stating coiled metal cannot be received from on-dock locations, in the Miscellaneous Equipment Item notes on-dock operators are responsible for IBCs (inter box connectors), the BNSF International Private Drayage, and the BNSF Limited Liability Items.

**Out-gate** - When a vehicle is removed from a BNSF facility. Upon retrieving the vehicle from a BNSF facility, the drayman must indicate the shipper, vehicle initial and number, and assigned pick up (security) number.

**Outstanding Order** - An equipment order that has not been obtained (picked up). This is also considered a busted order. (See the Outstanding Order Item.)

**Payments** - Amounts due or paid for the movement of a vehicle (price authority rate) and any other charges incurred that are stated on an invoice or freight bill and sent to the shipper for payment. This is also considered freight charges or invoiced amounts.

**Person** - Includes, but is not limited to, individuals, sole proprietors, partnerships, corporations, associations, cooperatives, trusts, and other entities.

**Pick Up** - To retrieve a vehicle, such as obtaining a vehicle from a shipper's facility or a BNSF facility. Not considered a lift or flip.

**Pick Up Number** - A security number provided to the notify party that allows the vehicle to exit (out-gate) a BNSF facility. The drayman must provide this number at the time of out-gate.

**Prepaid** - This indicates that the freight payments are made to the originating rail carrier on an interline shipment prior to the shipment's release. This type of billing is stated on the price authority and must be indicated on the shipping instructions. Types of billing are either prepaid or collect.

**Price Authority** - The document (such as FAKs, special quotations, or multi-party agreements) that states the rate for a movement. (See the Price Authorities Application Item.)

The correct price authority and associated information must be provided on the shipping instructions in order to apply the appropriate rate to a shipment. Once a vehicle has been accepted at a BNSF facility, the price authority cannot be changed on the shipping instructions. (See the Shipping Instructions Item.)

**Private Equipment** - All equipment not considered railroad owned or leased, which the railroad has no per diem responsibility for. Also considered shipper owned or leased equipment, which includes steamship equipment. For purposes of service codes, private equipment is distinguished separately from steamship equipment.

**Prohibited Commodities** - Commodities not allowed to be shipped on BNSF. (See the Prohibited Commodities, Equipment, and Associated Charges Item.)

**Quick Bill** - Temporary shipping instructions that allow a vehicle in the gate at a BNSF facility. When the shipment is tendered to BNSF, the drayman must provide the shipper, origin, destination, and Quick Bill number. The shipper must provide complete shipping instructions within twenty-four (24) hours after the vehicle is tendered to a BNSF facility. (See the Shipping Instructions Item.)

**Rail-Controlled Drayage** - BNSF performed drayage for pick up or delivery of a shipment as indicated by the service code. (See the Intermodal Service Codes Item. Also see Items in the Drayage chapter.)

**Rail-Controlled Equipment** - Equipment owned or leased by a railroad, or equipment for which a railroad has per diem responsibility. This includes private international containers moving under the BNSF ISO container program. NACS equipment is rail-controlled, but also has some special rules and regulations.

**Receiver** - Person or legal entity receiving the shipment at destination and including receiver's agents, employees and independent contractors acting on behalf of the receiver. The person receiving a vehicle whom may or may not be at the final destination.

**Restricted Commodities** - Commodities requiring a special price authority for the specific restricted commodity. All shipping instructions must declare the actual restricted commodity description and actual applicable STCC (a FAK description and FAK STCC is not valid). Other associated conditions and terms are stated in the Restricted Commodities and Equipment Item.

**Rule 11** - This is a type of interline shipment. The shipper uses applicable Rule 11 price authorities of two (or more) rail carriers for an interline move.

Rule 11 price authorities allow shipments to be interchanged to another railroad. Shipping instructions should only be sent to the origin carrier. Rule 11 must be indicated on the original shipping instructions (bill of lading) along with each price authority for the rail carriers involved in the movement.

Cross-town transfers are not included on Rule 11 shipments that originate on BNSF. Rule 11 must be specifically provided for in a BNSF price authority and if it is not indicated, the rate assessed will be the BNSF FAK published interline (joint-line) rate in effect at the time of shipment. (See the Price Authorities Application Item.)

**Safe Container Act (SCA)** - See the Intermodal Safe Container Act definition or the Shipping Instructions Item.

**Seal (Security seal)** – Every loaded shipment must contain a seal. Ideally, the seal should be a barrier type of security seal that is manufactured of material such as steel or cable with the intent to delay intrusion and is generally removed with quality bolt or cable cutters. Such seals comply with the standard BNSF's Security Seal Rule, Item 2250A.

**Service** - Transportation between origin and destination locations specified on a price authority. Part of the service offering.

**Service Code** - This required two-digit number on the shipping instructions indicates the equipment ownership (rail-controlled, steamship, or private)

and type of movement (if it originates or delivers to the hub or if drayage is included). The service code indicated on the shipping instructions must match what is stated on the price authority. (See the Intermodal Service Codes Item.)

**Service Level** - Types of service options on cutoff or availability (delivery) requirements. (See the Intermodal Service and Service Level Item.)

**Service Offering** - Service offering includes origin, destination, rate, service code, service level, and equipment type, size, and ownership. Can also be referred to as service.

**Service Schedules** - As stated on the BNSF Service Schedules web site or in the schedules publication with the offered cutoff, availability, equipment, and service level for BNSF origin and destination locations.

**Shipment** - Vehicle, freight, equipment, traffic, unit, movement, or lading tendered with shipping instructions at an origin for movement to a destination, regardless if it is a load or empty. The price charged per shipment is stated in the price authority.

**Shipper** - Person or legal entity shipping the vehicle from origin and including shipper's agents, employees and independent contractors acting on behalf of the shipper, receiver and beneficial owner; usually the person sending the shipment instructions. For tank containers, the shipper is also considered the vehicle owner.

**Shipping Instructions** - An intermodal bill of lading sent via EDI, BNSF's Internet Shipping Instructions web site, or fax from the shipper that must be tendered with each shipment. (See the Shipping Instructions Item.)

**Special Price Quotation** - Special negotiated rate (document) for a specific intermodal shipment based on certain factors. This is a type of price authority. (See the Price Authorities Application Item.)

**Split Pick Up or Delivery** - Drayage for one shipment that picks up (obtains) freight from multiple (more than one) locations on the way to the origin intermodal facility, or delivers the shipment to multiple locations from a destination intermodal facility. (See the Multiple Drayage Deliveries Item.)

**STCC** - This is an abbreviation for Standard Transportation Commodity Code, which is associated to a commodity. Both the actual commodity and STCC must be stated on the shipping instructions. (See the Shipping Instructions Item.)

**Stop-offs** - One shipment delivered to or obtained from more than the one location. If BNSF is involved in the drayage, charges are incurred for the additional stops. (See Multiple Drayage Deliveries, and the Storage and the Driver Loading/Unloading Free Time and Charges Items.)

Rail stop-offs (intermediate stops) are not permitted on intermodal shipments. (See the Rail Stop-offs Item.)

**Storage Charges** - Charges associated with the period of time that a vehicle is held at a BNSF facility beyond notification and free time. (See the Storage Free Time and Charges Item.)

**Street Interchange** - Refers interchanging equipment on the street, also known as a flying interchange. (See the North American Container System Item.)

**Surcharges** - All transportation services and shipments will be subject to any surcharge implemented by BNSF or imposed on BNSF, regardless of price authority (including all multi-party, contracts, and other agreements). (See the Fuel Surcharge and Other Surcharges, and the Special Assessments Items.)

**Tank Container** - Any tank used for bulk transportation without a permanently affixed undercarriage, which may be mounted on a chassis. (See the Loaded Tank Container and Restricted Commodities, Equipment, and Associated Charges Items.)

**Tendered** - Shipper delivers a vehicle to a BNSF facility with the proper and complete shipping instructions or BNSF receives a vehicle based on the service code with the proper and complete shipping instructions.

**TOFC** - This is an abbreviation for "trailer on a flatcar" and indicates the type of movement such as trailer or a container with chassis moving on a flatcar.

**Trailer** - A freight vehicle with permanently attached undercarriage and wheels used for highway or rail transportation.

physical equipment used for movement of a shipment or commodity. This also refers to a load or empty.

**Transportation Contract** - A transportation contract (complete offer) is created each time BNSF receives a shipment according to the offer contained in the *BNSF Intermodal Rules and Policies Guide* and relevant price authority. (See the Complete Offer Item.) In addition, a transportation contract is also a multi-party arrangement that allows the party to receive “contract-holder” types of price authorities. (See Item 4: Price Authorities Application.)

**Trucker Interchange** - A contract between BNSF and a drayman allowing for the removal of a rail-controlled vehicle from a BNSF facility for a shipment delivery or pickup. (See the BNSF UIIA Trucker Interchange Application Item.)

**UFC** - This is an abbreviation for Uniform Freight Classification that classifies freight by category. (See the Hazardous commodity in the Restricted Commodities, Equipment, and Associated Charges Item.)

**UN/NA** - A number designator for hazardous materials. This must be included on the shipping instructions for a hazardous shipment. (See the Shipping Instructions and the Hazardous Commodities Items.)

**Uniform Bill of Lading** - A form of the bill of lading prescribed by the Surface Transportation Board. (See the Shipping Instructions definition and Item.)

**Unload** - Remove a vehicle from a railcar; also referred to as deramping a vehicle. In addition, considered the removal (unloading) of the commodity from a vehicle.

**Unlocated Damage** - Loss and damage to lading where the cause cannot be determined by normal inspection. (See the Unlocated Lading Loss or Damage Item.)

**Vehicle** - A railroad owned/controlled or a private owned/controlled trailer, container (with or without chassis), flat bed, open-top container, flat rack (with or without chassis), tank container (with or without chassis), chassis, or temperature-controlled vehicle (also considered mechanical reefers or generator powered with temperature gauges, fuel tanks, or devices). This is the

**APPENDIX A: STORAGE FREE TIME AND CHARGES**

**RAIL-CONTROLLED EQUIPMENT STORAGE TABLE**

The Storage Free Time and Charges tables below are applicable to **rail-controlled equipment, private international vehicles moving under a BNSF domestic price authority, or private international vehicles moving under the BNSF ISO container program**. These are for reference and are not comprehensive. For complete details, see Item 55: Storage Free Time and Charges.

**E (expedited) G, and P (premium), and D Service Levels:**

| MON | TUE | WED  | THU  | FRI  | SAT  | SUN  | MON  | TUE  | WED  | THU  | FRI  | SAT  | SUN  |
|-----|-----|------|------|------|------|------|------|------|------|------|------|------|------|
|     |     |      |      |      |      |      |      |      |      |      |      |      |      |
| N   | F   | \$50 | \$50 | \$50 | \$50 | \$50 | \$85 | \$85 | \$85 | \$85 | \$85 | \$85 | \$85 |
|     | N   | F    | \$50 | \$50 | \$50 | \$50 | \$50 | \$85 | \$85 | \$85 | \$85 | \$85 | \$85 |
|     |     | N    | F    | \$50 | \$50 | \$50 | \$50 | \$50 | \$85 | \$85 | \$85 | \$85 | \$85 |
|     |     |      | N    | F    | \$50 | \$50 | \$50 | \$50 | \$50 | \$85 | \$85 | \$85 | \$85 |
|     |     |      |      | N    | F    | \$50 | \$50 | \$50 | \$50 | \$50 | \$85 | \$85 | \$85 |
|     |     |      |      |      | N    | F    | \$50 | \$50 | \$50 | \$50 | \$50 | \$85 | \$85 |
|     |     |      |      |      |      | N    | F    | \$50 | \$50 | \$50 | \$50 | \$50 | \$85 |

**N (no weekend availability), R, V (value), and Y^ (empty) Service Levels:**

| MON | TUE | WED  | THU  | FRI  | SAT  | SUN  | MON  | TUE  | WED  | THU  | FRI  | SAT  | SUN  |
|-----|-----|------|------|------|------|------|------|------|------|------|------|------|------|
|     |     |      |      |      |      |      |      |      |      |      |      |      |      |
| N   | F   | \$50 | \$50 | \$50 | \$50 | \$50 | \$85 | \$85 | \$85 | \$85 | \$85 | \$85 | \$85 |
|     | N   | F    | \$50 | \$50 | \$50 | \$50 | \$50 | \$85 | \$85 | \$85 | \$85 | \$85 | \$85 |
|     |     | N    | F    | \$50 | \$50 | \$50 | \$50 | \$50 | \$85 | \$85 | \$85 | \$85 | \$85 |
|     |     |      | N*   | F    | \$50 | \$50 | \$50 | \$50 | \$50 | \$85 | \$85 | \$85 | \$85 |
|     |     |      | N+   | X    | X    | X    | F    | \$50 | \$50 | \$50 | \$50 | \$50 | \$85 |
|     |     |      |      | N    | X    | X    | F    | \$50 | \$50 | \$50 | \$50 | \$50 | \$85 |
|     |     |      |      |      | N    | X    | F    | \$50 | \$50 | \$50 | \$50 | \$50 | \$85 |
|     |     |      |      |      |      | N    | F    | \$50 | \$50 | \$50 | \$50 | \$50 | \$85 |

**Notations for Rail-Controlled or domestically moving Private International Vehicles:**

- N = Notification.
- N\* = Prior to 5 p.m. Thursday.
- N+ = After 5 p.m. Thursday.
- F = Free Time. This is the day of Notification plus 24 hours.
- X = Excluded from calculation of Free Time.
- \$50 = Storage Charge for first five (5) chargeable days and \$85 thereafter.
- Holidays = If holiday falls within the Free Time, the holiday is not chargeable.
- ^ = At Los Angeles and Portland, Y (empty) service level free time is the day of notification plus forty-eight (48) hours and at Seattle (SIG), the free time is the day of notification plus twenty-four (24) hours.

**PRIVATE (NON-BONDED) EQUIPMENT STORAGE TABLE**

The tables below are for **Private (non-bonded)** vehicles Storage Free Time and charges. These are for reference and are not comprehensive. For complete details, see Item 55: Storage Free Time and Charges. The tables are not applicable for private international vehicles moving under a BNSF domestic price authority or private international vehicles moving under the BNSF ISO container program

**E (expedited) G, and P (premium), and D Service Levels:**

| MON | TUE | WED | THU  | FRI  | SAT  | SUN  | MON  | TUE  | WED  | THU  | FRI  | SAT  | SUN  | MON  |
|-----|-----|-----|------|------|------|------|------|------|------|------|------|------|------|------|
|     |     |     |      |      |      |      |      |      |      |      |      |      |      |      |
| N   | F   | F   | \$50 | \$50 | \$50 | \$50 | \$50 | \$85 | \$85 | \$85 | \$85 | \$85 | \$85 | \$85 |
|     | N   | F   | F    | \$50 | \$50 | \$50 | \$50 | \$50 | \$85 | \$85 | \$85 | \$85 | \$85 | \$85 |
|     |     | N   | F    | F    | \$50 | \$50 | \$50 | \$50 | \$50 | \$85 | \$85 | \$85 | \$85 | \$85 |
|     |     |     | N    | F    | F    | \$50 | \$50 | \$50 | \$50 | \$50 | \$85 | \$85 | \$85 | \$85 |
|     |     |     |      | N    | F    | F    | \$50 | \$50 | \$50 | \$50 | \$50 | \$85 | \$85 | \$85 |
|     |     |     |      |      | N    | F    | F    | \$50 | \$50 | \$50 | \$50 | \$50 | \$85 | \$85 |
|     |     |     |      |      |      | N    | F    | F    | \$50 | \$50 | \$50 | \$50 | \$50 | \$85 |

**N (no weekend availability) R, V (value) and Y^(empty) Service Levels:**

| MON | TUE | WED | THU  | FRI  | SAT  | SUN  | MON  | TUE  | WED  | THU  | FRI  | SAT  | SUN  | MON  |
|-----|-----|-----|------|------|------|------|------|------|------|------|------|------|------|------|
|     |     |     |      |      |      |      |      |      |      |      |      |      |      |      |
| N   | F   | F   | \$50 | \$50 | \$50 | \$50 | \$50 | \$85 | \$85 | \$85 | \$85 | \$85 | \$85 | \$85 |
|     | N   | F   | F    | \$50 | \$50 | \$50 | \$50 | \$50 | \$85 | \$85 | \$85 | \$85 | \$85 | \$85 |
|     |     | N   | F    | F    | \$50 | \$50 | \$50 | \$50 | \$50 | \$85 | \$85 | \$85 | \$85 | \$85 |
|     |     |     | N*   | F    | X    | X    | F    | \$50 | \$50 | \$50 | \$50 | \$50 | \$85 | \$85 |
|     |     |     | N+   | X    | X    | X    | F    | F    | \$50 | \$50 | \$50 | \$50 | \$50 | \$85 |
|     |     |     |      | N    | X    | X    | F    | F    | \$50 | \$50 | \$50 | \$50 | \$50 | \$85 |
|     |     |     |      |      | N    | X    | F    | F    | \$50 | \$50 | \$50 | \$50 | \$50 | \$85 |
|     |     |     |      |      |      | N    | F    | F    | \$50 | \$50 | \$50 | \$50 | \$50 | \$85 |

**Notations for Private (Non-Bonded) Vehicles:**

- N = Notification.
- N\* = Prior to 5 p.m. Thursday.
- N+ = After 5 p.m. Thursday.
- F = Free Time. This is the day of Notification plus 48 hours.
- X = Excluded from calculation of Free Time.
- \$50 = Storage Charge for first five (5) chargeable days and \$85 thereafter.
- Holidays = If holiday falls within the Free Time, the holiday is not chargeable.
- ^ = At Los Angeles and Portland, Y (empty) service level free time is the day of notification plus forty-eight (48) hours and at Seattle (SIG), the free time is the day of notification plus twenty-four (24) hours.

**PRIVATE (BONDED) EQUIPMENT STORAGE TABLE**

The tables below are for **Private (bonded)** vehicles Storage Free Time and Charges. These are for reference and are not comprehensive. For complete details, see Item 55: Storage Free Time and Charges. The tables are not applicable for private international vehicles moving under a BNSF domestic price authority or private international vehicles moving under the BNSF ISO container program

**E (expedited) G, and P (premium), and D-Service Levels:**

| MON | TUE | WED | THU | FRI  | SAT  | SUN  | MON  | TUE  | WED  | THU  | FRI  | SAT  | SUN  | MON  | TUE  |
|-----|-----|-----|-----|------|------|------|------|------|------|------|------|------|------|------|------|
|     |     |     |     |      |      |      |      |      |      |      |      |      |      |      |      |
| N   | F   | F   | F   | \$50 | \$50 | \$50 | \$50 | \$50 | \$85 | \$85 | \$85 | \$85 | \$85 | \$85 | \$85 |
|     | N   | F   | F   | F    | \$50 | \$50 | \$50 | \$50 | \$50 | \$85 | \$85 | \$85 | \$85 | \$85 | \$85 |
|     |     | N   | F   | F    | F    | \$50 | \$50 | \$50 | \$50 | \$50 | \$85 | \$85 | \$85 | \$85 | \$85 |
|     |     |     | N   | F    | F    | F    | \$50 | \$50 | \$50 | \$50 | \$50 | \$85 | \$85 | \$85 | \$85 |
|     |     |     |     | N    | F    | F    | F    | \$50 | \$50 | \$50 | \$50 | \$50 | \$85 | \$85 | \$85 |
|     |     |     |     |      | N    | F    | F    | F    | \$50 | \$50 | \$50 | \$50 | \$50 | \$85 | \$85 |
|     |     |     |     |      |      | N    | F    | F    | F    | \$50 | \$50 | \$50 | \$50 | \$50 | \$85 |

**N (no weekend availability) R, V (value) and Y^(empty) Service Levels:**

| MON | TUE | WED | THU | FRI  | SAT               | SUN              | MON  | TUE  | WED  | THU                                | FRI                                | SAT  | SUN  | MON  | TUE  |
|-----|-----|-----|-----|------|-------------------|------------------|------|------|------|------------------------------------|------------------------------------|------|------|------|------|
|     |     |     |     |      |                   |                  |      |      |      |                                    |                                    |      |      |      |      |
| N   | F   | F   | F   | \$50 | \$50              | \$50             | \$50 | \$50 | \$85 | \$85                               | \$85                               | \$85 | \$85 | \$85 | \$85 |
|     | N   | F   | F   | F    | <del>X \$50</del> | <del>\$50X</del> | \$50 | \$50 | \$50 | <del>\$50</del><br><del>\$85</del> | <del>\$50</del><br><del>\$85</del> | \$85 | \$85 | \$85 | \$85 |
|     |     | N   | F   | F    | X                 | X                | F    | \$50 | \$50 | \$50                               | \$50                               | \$50 | \$85 | \$85 | \$85 |
|     |     |     | N*  | F    | \$50              | \$50             | F    | F    | \$50 | \$50                               | \$50                               | \$50 | \$50 | \$85 | \$85 |
|     |     |     | N+  | X    | X                 | X                | F    | F    | \$50 | \$50                               | \$50                               | \$50 | \$50 | \$50 | \$85 |
|     |     |     |     | N    | X                 | X                | F    | F    | F    | \$50                               | \$50                               | \$50 | \$50 | \$50 | \$85 |
|     |     |     |     |      | N                 | X                | F    | F    | F    | \$50                               | \$50                               | \$50 | \$50 | \$50 | \$85 |
|     |     |     |     |      |                   | N                | F    | F    | F    | \$50                               | \$50                               | \$50 | \$50 | \$50 | \$85 |

**Notations for Private (Bonded) Vehicles:**

- N = Notification.
- N\* = Prior to 5 p.m. Thursday.
- N+ = After 5 p.m. Thursday.
- F = Free Time. This is the Day of Notification plus 72 hours.
- X = Excluded from calculation of Free Time.
- \$50 = Storage Charge for first five (5) chargeable days and \$85 thereafter.
- Holidays = If holiday falls within the Free Time, the holiday is not chargeable.
- ^ = At Los Angeles and Portland, Y (empty) service level free time is the day of notification plus forty-eight (48) hours and at Seattle (SIG), the free time is the day of notification plus twenty-four (24) hours.

|  |
|--|
| <b>APPENDIX B: CHARGES AND AMOUNTS</b> |
|--|

**CHARGES AND AMOUNTS**

The shipper is responsible for all charges and amounts mentioned throughout this *BNSF Intermodal Rules and Policies Guide*. As reference, some of the Items, associated charges, and amounts are listed. See the appropriate Items for the complete details. All charges and amounts are subject to change. Multiple charges or amounts can be incurred when applicable.

**ITEM****APPLICABLE CHARGES/AMOUNTS****GENERAL RULES**

|   |                      |
|---|----------------------|
| Item 4: Price Authorities Application - stated on shipping instructions | as applicable        |
| Rule 11 - not indicated and no interline FAK                            | \$500 + FAK rate     |
| Item 8: Laws and Regulations Compliance - charges                       | as applicable        |
| Item 9: Arbitration - cannot exceed                                     | \$25,000 per vehicle |

**CREDIT AND COLLECTIONS**

|  |               |
|--|---------------|
| Item 10: BNSF Credit and Collections - freight, accessorial, finance, other  | as applicable |
| Item 11: Invoice Disputes - finance charges on non-disputed charges          | as applicable |
| Item 12: Fuel Surcharge and Other Surcharges                                 | as applicable |
| Item 13: Accessorial Services and Charges                                    | as applicable |
| Item 14: Special Assessments - costs, fees, taxes, tolls and special charges | as applicable |

**SHIPPING INSTRUCTIONS**

|  |   |
|--|---|
| Item 17: Shipping Instruction Changes                                  |   |
| After in-gate and before loading                                       | \$50 per vehicle                            |
| Removal of vehicle prior to outbound movement                          | \$200 per vehicle                           |
| Destination change after vehicle loaded on railcar                     | \$500 per vehicle                           |
| Change notify party after notification                                 | \$50 per vehicle                            |
| Item 18: Shipment Misdescription - misdescribing a shipment containing |   |
| Non-Restricted commodities   | \$500 per vehicle                           |
| Restricted Commodities (excluding hazardous)                           | \$2000 per vehicle                          |
| Hazardous Commodities  | \$5000 per vehicle                          |
| Item 19: Rail Carrier Bond - use                                       | <del>\$200</del> <del>425</del> per vehicle |
| Missing IT on shipping instructions                                    | \$200 per vehicle                           |
| Inappropriate use of rail bond   | <del>\$10,000 per vehicle</del>             |

**SERVICE**

|                  |                      |
|------------------|----------------------|
| Item 24: Embargo | \$50,000 per vehicle |
|------------------|----------------------|

**PROHIBITED, RESTRICTED, AND HAZARDOUS COMMODITIES**

|  |                           |
|--|---------------------------|
| Item 25: Prohibited Commodities, Equipment, and Associated Charges | \$10,000 per vehicle      |
| Item 26: Restricted Commodities, Equipment, and Associated Charges | \$5,000 per vehicle       |
| Coiled Metal shipment - not compliant                              | \$10,000 per vehicle      |
| Item 27: Hazardous Commodities - charges, non-compliance, incident | as applicable             |
| Clean up, loss, or damage of property or vehicle                   | cost + 50%, \$500 minimum |

**EQUIPMENT**

|  |   |
|--|---|
| Item 29: Shipper Unloading and Cleaning Vehicles - charge                    | cost + 25%, \$250 minimum                 |
| Item 32: Oversized Shipments - adjustments                                   | as applicable                             |
| Item 33: Maximum Vehicle Weight - tender overweight                          | \$500 per vehicle + costs                 |
| Item 36: Outstanding Equipment Orders - equipment ordered, but not picked up | \$15 per vehicle ordered                  |
| <del>Item 37: NACS - origin or destination after out-gated</del>             | <del>\$15 day 1-10, \$50 thereafter</del> |
| <del>    Equipment ordered, but not picked-up</del>                          | <del>\$15 per vehicle ordered</del>       |

**APPENDIX B: CHARGES AND AMOUNTS**

|   |   |
|---|---|
| Interchange NACS equipment to non-NACS members                            | \$350 per vehicle                       |
| Item 38: Vehicle Inspections  |   |
| Inspection on BNSF property - shipper requested                           | \$150 per vehicle                       |
| Inspection off property - if improperly loaded, blocked or braced         | \$200 per vehicle                       |
| Item 39: <del>Container</del> -Lift Provisions - additional lifts         | \$50 per lift                           |
| Private equipment left on railcar due to no chassis                       | \$100 per day + storage charges         |
| Item 40: Furnishing Chassis   |   |
| Pick up and delivery deviation at Portland, Seattle, Tacoma               | \$50 per vehicle                        |
| International interchange on non-BNSF chassis                             | \$165 per shipment + cross-town drayage |
| Chassis reposition  | drayage + storage                       |
| Item 42: Bundled Chassis - remove or adjust non-compliant vehicles        | as applicable                           |
| Item 44: Temperature-Controlled Equipment - inspection and other supplies | as applicable                           |
| Item 46: Bulk Bladder Shipments - incidents                               | cost + 50%, \$500 minimum               |

**DRAYAGE**

|  |                                      |
|--|--------------------------------------|
| Item 50: Cancel Dispatched BNSF Drayage - after in transit | \$75 + drayage charges               |
| Item 51: Multiple Drayage Deliveries - after in transit    | \$50 + drayage charges               |
| Item 53: BNSF Drayage Inability - delivery attempts        | \$75 per attempt + drayage + storage |
| Item 54: Private Equipment Drayage Insurance               | shipper's expense                    |

**STORAGE, DETENTION AND DRIVER CHARGES**

|  |   |
|--|---|
| Item 55: Storage charges   | as applicable                                   |
| After free time  | \$50 day 1-5, \$85 thereafter                   |
| Item 56: Detention (Drop and Pull)                                       |   |
| Drop and pull - after free time  | \$25 day 1-5, \$50 per day thereafter + drayage |
| Item 57: Driver (Standby/Assist) Loading/Unloading Free Time and Charges |   |
| Driver standby - after free time   | \$20 each 15 minutes                            |
| Driver assist - no free time   | \$20 each 15 minutes                            |

**LIABILITY**

|  |  |
|--|--|
| Item 58: Shipper Responsibilities - incident, noncompliance, other | as applicable  |
| Improperly block, brace, load shipment                             | \$500 per shipment + \$2,000 train set out + other costs |
| <u>Costs to clean up leaking shipment</u>                          | <u>costs + 50% handling charge, minimum \$500</u>        |
| Item 59: Shipper General Liability - loss and damages              | as applicable  |
| Item 60: 49 USC 11706 Liability Terms                              | minimum 200% of applicable rate                          |
| Item 62: BNSF Limited Liability                                    |  |
| BNSF Limited Liability   | \$250,000 per vehicle, \$100,000 per tank container      |
| BNSF not liable for damage (less than)                             | \$250 per vehicle  |
| Item 63: Unlocated (Undetermined) Lading Loss or Damage            | \$10,000 maximum   |
| Item 65: Equipment Liability and Claims - repairs and salvage      | as applicable, see formula                               |

## APPENDIX C: PHONE NUMBERS

### CONTACTS AND PHONE NUMBERS

Phone numbers mentioned in this *BNSF Intermodal Rules and Policies Guide*.

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#### **BNSF's Intermodal Business Area: 1-888-IBU-BNSF (1-888-428-2673)**

(See the [www.bnsf.com](http://www.bnsf.com) web site, under [Markets](#), the Intermodal Business Area or [http://www.bnsf.com/business/iabu/html/contact\\_information.html](http://www.bnsf.com/business/iabu/html/contact_information.html).)

Select from the following options:

- 1 Shipment Tracing**
  - 2 Customer Solutions Representatives**
    - 1 Intermodal Marketing Companies
    - 2 Truckload/LTL/Parcel
    - 3 International
    - 4 Intermodal Perishables (Refrigerated)
    - 5 Industrial & Consumer Products Carload
    - 6 Automotive
  - 3 Marketing**
    - 1 New Customers
    - 2 Intermodal Marketing Companies
    - 3 UPS/LTL/Postal
    - 4 Truckload and Refrigerated
    - 5 International
    - 6 Consumer Products Accounts Sales
  - 4 Customer Equipment Orders**
  - 5 Billing and Storage**
    - 1 Shipping Instruction Changes Prior To In-Gate
    - 2 Shipping Instruction Changes After To In-Gate
    - 3 Storage
    - 4 Detention
    - 5 Accounts Receivable
  - 6 Service Interruptions Hot Line**
  - 7 [Load and Ride Solutions \(LARS\) \(formerly known as Damage Prevention Services\)](#)**
  - 9 New Customers**
- 

**Centralized Waybill Center: 1-800-786-2455 fax**

**Coiled Metal Certification ([LARS \(formerly Damage Prevention\)](#)): 1-785-435-2790 fax**

**Credit Department: 1-785-435-2937**

(See the [www.bnsf.com](http://www.bnsf.com) web site at [http://www.bnsf.com/business/new\\_cust\\_main.html](http://www.bnsf.com/business/new_cust_main.html).)

**[LARS \(Damage Prevention\) \(Inspection Service Bureau\): 1-800-333-4686](#)**

(See the [www.bnsf.com](http://www.bnsf.com) web site, under Damage Prevention Business Area or [http://www.bnsf.com/resourceprotection/html/damage\\_prevention\\_.html](http://www.bnsf.com/resourceprotection/html/damage_prevention_.html).)

**Drayage – Cancel BNSF Drayage (Infinity Intermodal): 1-800-446-6554, option 5**

**Driver Assist (arrange for) (Infinity Intermodal): 1-800-446-6554, option 5**

Equipment (non-NACS) busted order charges (Infinity Intermodal): 1-800-446-6554, option 7

**Equipment (order rail-controlled): NACS Service Center: 1-800-596-8372**  
(See the NACS web site or <http://www.nacsfirst.com>.)

Freight Claims: 1-800-234-9652 phone / 1-785-435-4120 fax

Intermodal Association of North America (UIIA agreement): 1-301-474-8700  
(See <http://www.uiia.org/> or participating UIIA drayage company 1-877-438-8442)

NACS Equipment cancellation: 1-800-596-8372

NACS Service Center: 1-800-596-8372  
(See the NACS web site or <http://www.nacsfirst.com>.)

NACS Street Interchange: 1-267-468-2615 fax

Notify Party Changes (Centralized Waybill Center): 1-800-786-2455 fax

Notification Refusals (Notification Desk): 1-800-699-9368 fax

Private Chassis Registration: 1-817-352-7222 fax

Shipping Instructions (Centralized Waybill Center): 1-800-786-2455 fax  
(See the [www.bnsf.com](http://www.bnsf.com) web site, under Intermodal Business Area, Publications and References or [http://www.bnsf.com/business/iabu/html/fax\\_shipping\\_instructions.html](http://www.bnsf.com/business/iabu/html/fax_shipping_instructions.html).)

Storage Department (fax guarantee or copy of the check): 1-800-234-5079 fax

UIIA agreement - Intermodal Association of North America: 1-301-474-8700  
(See <http://www.uiia.org/>.)

UIIA drayage companies: 1-877-438-8442