

FT WTJR 4000-E
(Cancels FT WTJR 4000-D)

WICHITA, TILLMAN & JACKSON RAILWAY COMPANY



FREIGHT TARIFF WTJR 4000-E (Cancels Freight Tariff WTJR 4000-D)

NAMING
AAR ACCOUNTING RULE 11 CHARGES
BETWEEN
STATIONS ON THE WTJR
AND
INTERCHANGE WITH CONNECTING CARRIERS

LOCAL TARIFF

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

ISSUED: February 15, 2019

EFFECTIVE: March 7, 2019

ISSUED BY

WICHITA, TILLMAN & JACKSON RAILWAY COMPANY
6100 SOUTHWEST BLVD. SUITE 320
FORT WORTH, TEXAS 76109

FT WTJR 4000-E

| <p align="center">RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - UNLIMITED</p> | <p align="center">RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - UNLIMITED</p> |
|---|--|
| <p>ITEM 50</p> <p align="center">PAYMENT OF CHARGES</p> <p>Customer shall be liable for payments of the transportation charges accruing on a shipment and nothing herein shall limit the right of the WTJR to require at time of movement, shipment or delivery the prepayment or guarantee of charges, unless Customer has entered into an agreement for credit with the WTJR. Customer will pay WTJR immediately upon presentation of a bill therefor by WTJR. If charges have not been prepaid, or customer has not entered into an agreement for credit with WTJR, the WTJR will not accept shipment from customer, make delivery of shipment to customer or accept request for any other movement of car without payment or guarantee of all outstanding or current charges.</p> <p>Acceptance of shipment by Customer shall be deemed acceptance of responsibility for payment of all charges accruing on the shipment, including, but not limited to demurrage, switching and all other charges that may be applicable. Such payment shall be in U.S. money and cannot be reduced to offset claims, damages to property, or for any other reasons.</p> <p>FINANCE CHARGES: The WTJR will assess a finance charge of 1% per month (12% per annum) unpaid bills thirty (30) days past due, including, without limitation, demurrage, switching and all other charges which are not paid within credit period. The finance charge continues to accrue daily until payment is received by WTJR.</p> <p>If WTJR, at its sole discretion, uses a collection agency or attorneys to collect delinquent bills for freight or other charges and WTJR is successful in collecting such charges, Customers shall reimburse WTJR for all reasonable collection costs, including reasonable collection agency fees and reasonable attorneys' fees.</p> | <p>ITEM 55</p> <p align="center">SECURITY DEPOSIT</p> <p>For customers who have established credit with the WTJR, a deposit to secure payment of any freight, demurrage, storage, detention, switching or other accessorial charge that may accrue will be required from such customer who has failed to pay demurrage, storage, detention, switching or other accessorial charges when due under applicable laws and regulations. (Customers as referred to herein shall mean any and all consignors, consignees, beneficial owners or other responsible parties.)</p> <p>The deposit must be paid before any freight car or trailer is delivered to such customer for loading or unloading.</p> <p>The minimum deposit for each freight car will be the average amount per freight car of demurrage, detention, storage, switching or other accessorial charges outstanding at the time this tariff provision is invoked against Customer. The maximum amount of deposit will be determined by this railroad's credit office or through other alternative forms of security. The credit office may waive the minimum deposit per car by accepting a revolving deposit of \$1,000.00 to \$50,000.00 based on traffic volume. The deposit will be held in an escrow account to guarantee payment of and to be applied against any switching, demurrage, detention, storage or other accessorial charges which may accrue since the implementation of the security deposit arrangement.</p> <p>WTJR will refund the deposit or balance of the deposit within thirty (30) days after notification by its agents that the equipment has been released to WTJR. Any switching, demurrage, detention, storage or other accessorial charges will be deducted from the deposits before any refunds are made. The deposit or balance of the deposit may be transferable to another freight car to cover charges incurred since the implementation of the security deposit arrangement.</p> <p>Security deposits will no longer be required after the Customer has paid all outstanding switching, demurrage, detention, storage and other accessorial charges and has given assurance in writing to the satisfaction of WTJR's credit office that future switching, demurrage, detention, storage and other accessorial charges will be paid within the credit period.</p> |
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| <p align="center">RULES AND OTHER GOVERNING PROVISIONS RULES AND REGULATIONS - UNLIMITED</p> | <p align="center">SECTION 1 RULE 11 CHARGES (Rates in dollars and cents per car, except as noted)</p> | | | |
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| <p>ITEM 60</p> <p align="center">HAZARDOUS MATERIALS</p> <p>Pursuant to 49 CFR § 174.16, Consignees are required to accept delivery of carload traffic of hazardous materials within 48 hours after notice of arrival has been sent or given to the Consignee. Consignees that anticipate that they will not routinely be able to accept delivery in a timely fashion should make alternative arrangements for storage of cars. This railroad does not hold itself out to provide storage of cars containing hazardous materials, but where it does so as a necessary accommodation to a Consignee, the cars will be held subject to this railroads' right to assess reasonable charges. Notwithstanding the establishment and/or assessment of storage charges, cars not accepted within 48 hours are subject at all times thereafter to this railroads' rights under 49 CFR Sec.174.16 to contact Consignor and request orders for disposition or to dispose by sale under the terms of that regulation. (Not applicable to Division 1.1 or 1.2 (explosive) materials, which will be handled by this railroad in accordance with the provisions of 49 CFR 174.16)</p> | <p>ITEM 100</p> <p>COMMODITY: All commodities, except as otherwise specifically provided.</p> | | | |
| | <p align="center">BETWEEN</p> | <p align="center">AND</p> | <p align="center">RATE (See Notes 6 & 7)</p> | <p align="center">RATE [I] (See Notes 6 & 8)</p> |
| | <p align="center">Wichita Falls, TX</p> | <p align="center">WTJR Oklahoma Stations (See Notes 1, 2, 3, 4)</p> | <p align="center">\$2,706.00</p> | <p align="center">\$3,256.00</p> |
| | | <p align="center">WTJR Texas Stations (See Note 5)</p> | <p align="center">\$2,489.00</p> | <p align="center">\$2,885.00</p> |
| | <p>Note 1: Applicable only when "for beyond" or "from beyond" via BNSF.</p> <p>Note 2: Applicable only when "for beyond" or "from beyond" via SLWC.</p> <p>Note 3: Applicable only when "for beyond" or "from beyond" via FMRC.</p> <p>Note 4: Applicable only when "for beyond" or "from beyond" via GNBC.</p> <p>Note 5: Not applicable on traffic to or from Wichita Falls, TX. (For traffic to or from Wichita Falls, TX, see Item 100, FT WTJR 8100-series.)[C]</p> <p>Note 6: Subject to AAR Accounting Rule 11.</p> <p>Note 7: Applicable on non-hazardous material shipments only.</p> <p>Note 8: Applicable on hazardous material shipments only.</p> | | | |
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**EXPLANATION OF ABBREVIATIONS AND
REFERENCE MARKS**

AAR - Association of American Railroads
FT - Freight Tariff
BNSF - BNSF Railway
FMRC - Farmrail Corporation
GNBC - Grainbelt Corporation
WTJR - Wichita, Tillman & Jackson Railway Company

[A] - Addition/New
[C] - Change
[I] - Increase
[R] - Reduction

(Underscored portion denotes change/addition.)