

**TRI-CITY RAILROAD COMPANY, LLC**

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**SWITCHING CHARGES**

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This tariff is also applicable on intrastate traffic, except where expressly provided to the contrary in connection with particular items.

**SWITCHING CHARGES**

**ISSUED: November 29, 2017**

**EFFECTIVE: December 9, 2017**

**ISSUED BY**

**Lisa Anderson, Executive Vice President Administration  
Tri-City Railroad Company, LLC  
10 North Washington Street  
Kennewick, WA 99337**

(The provisions published herein, if effective, will not result in an effect on the quality of the human environment.)

**SWITCHING CHARGES ARE APPLICABLE ON ALL TRACKS THAT TCRY OPERATES ON THAT ARE NOT OWNED BY THE PORT OF BENTON, BENTON COUNTY, WASHINGTON.**

**1. TCRY SWITCHING CHARGE**

TCRY Switching Charge at origin and/or destination is \$295.00 per car.

**2. ABSORPTION OF RECIPROCAL SWITCHING CHARGES**

Reciprocal switching charges at origin and/or destination will be absorbed in accordance with that carrier's switching charge with the exception that TCRY will only absorb up to and including a maximum of \$295.00 per car.

**3. AVAILABILITY OF EQUIPMENT**

This offer to transport is subject to availability of appropriate equipment which will be determined by TCRY at its discretion at time equipment is requested. At times, equipment may not be available.

**4. DEMURRAGE**

All shipments governed by this switching tariff are subject to the appropriate demurrage rules and charges published in TCRY Freight Tariff effective August 1, 2015 and all supplements thereto or successive issues thereof. When TCRY is not the delivering carrier, free-time and demurrage or detention provisions will be that provided for by the delivering carrier.

**5. METHOD OF SETTLEMENT**

TCRY shall issue bills for switching charges in the usual manner for amounts due and shall be promptly paid by the carrier that TCRY provided switching service for.

**6. SUIT TO COLLECT CHARGES**

In the event that suit must be filed to collect any charge arising under this contract, the amount sued upon shall include interest from the date for which the switching service was provided at the maximum rate of interest allowed by law in the jurisdiction in which suit is filed. Court costs and reasonable attorney's fees shall be added to such principal and interest.

**7. FORCE MAJEURE**

If any party to any agreement referring to this tariff is unable to meet its obligations under this tariff as a result of acts of God, war, insurrection, strikes, embargoes, derailments, or any like causes beyond its control, then the obligations of that party shall be suspended for the duration of the "force majeure", provided, however, that the party shall make all reasonable efforts to continue to meet their obligations during the duration of the "force majeure". The party invoking "force majeure" shall also promptly give notice of the cessation of the "force majeure". The suspension of any obligations under this provision shall not cause the term of the agreement to be extended and shall not affect any rights accrued under the agreement prior to the occurrence of the "force majeure".

**8. RULES & ACCESSORIAL CHARGES**

TCRY Rules, Tariffs and Accessorial Charges will apply when cars are on the TCRY.

**9. RIGHT TO REJECT**

TCRY reserves the right to reject any car which does not comply with provisions of its Rules and/or Tariffs. Failure of TCRY to reject a car which does not comply shall not make TCRY responsible for loss, damage or injury resulting from the nonconformity. In the case TCRY rejects a car for improper condition, nonconformity or does comply with provisions of TCRY's Rules or Tariffs, the TCRY Switch Charge shall apply again in the event it is switched back, at the option of TCRY, to the original providing carrier.

**10. RECIPROCAL SWITCHING CAPACITY**

TCRY will not accept more cars than can reasonably be accommodated. Various operational factors may further limit the number of cars that can be effectively switched.

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