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## DEMURRAGE & STORAGE PROVISIONS



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**(ITEM – 1000) APPLICATION**

This section applies to all customers served by the Subscribing Carrier's and covers all railroad and private marked freight car(s) held for or by the customer(s),  
With the following exceptions:

- A. Private car(s), on private tracks, except as provided in Item 1060.
- B. Car(s) containing refused or unclaimed freight to be sold by Subscribing Carrier.
- C. Empty car(s) rejected as unsuitable for loading.
- D. Cars for loading or unloading of Subscribing Carrier's company material while held on tracks or private siding connecting therewith.
- E. Empty cars moving on own wheels under transportation charges as freight.
- F. Cars of railroad ownership, leased for storage of commodities while held on lessee's tracks.
- G. Cars specially equipped for handling welded railroad rail held for loading such rail.
- H. Cars covered by storage or hold charges.
- I. Cars assigned to shippers returned empty to point of assignment, to the extent storage rules apply.



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**(ITEM – 1010) DEMURRAGE DEFINITIONS**

Refer to the demurrage definitions at the end of this section.



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**(ITEM – 1020) NOTIFICATION TO CONSIGNOR OR CONSIGNEE**

- A. Subscribing Carrier will furnish the following notifications as indicated:
  - 1. Cars for other than public delivery tracks:
    - a. Notice of constructive placement if car(s) are held on Subscribing Carrier's tracks due to reasons attributable to the consignor or consignee.
    - b. Delivery of car(s) upon tracks of consignee will constitute notice.
    - c. When two or more parties, each performing their own switching, take delivery of cars from the same interchange track, notice will be given when cars are placed on the interchange track.
  - 2. Cars for public delivery tracks:
    - a. Notice will be given to the party entitled to receive notification when car(s) is actually placed.
  - 3. Cars stopped In transit
    - a. Notice will be given to the consignor, consignee or owner responsible for the car being stopped upon arrival of the car at the point of stoppage.
  - 4. Refused loaded car(s)
    - a. When a loaded car is refused at destination, Subscribing Carrier will give notice of such refusal to the consignor or owner.
- B. Notification may be given in writing or electronically, and will contain the following:
  - 1. Car initials and number.
  - 2. If lading transferred en route, the initials and number of the original car.
  - 3. Commodity.
  - 4. Date and time.



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**(ITEM – 1030) NOTIFICATION TO SUBSCRIBING CARRIER**

- A. Subscribing Carrier must receive complete forwarding instructions by fax, email or EDI before a car will be considered released.
- B. When electronic or mechanical devices are used to furnish notification to the Subscribing Carrier, the recorded date and time that the instructions are received will govern.



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**(ITEM – 1040) CAR(S) HELD FOR LOADING**

**TENDER:**

Customer must provide car order information to Carrier with the requested spot date at time of ordering car.

Shipper Assigned Car(s):

- A. The notification that an empty car is available.

Other than Shipper Assigned Car(s):

- A. The notification, actual or constructive placement, of empty car(s) placed on orders of the consignor.
- B. Cars held by Subscribing Carrier will be constructively placed on “order date” if the car order is not cancelled prior to the order date or, if placement instructions have not been received by Subscribing Carrier.

**RELEASE:**

- A. Date and time forwarding instructions are received.
- B. Car(s) placed on the interchange tracks of a consignor, who performs its own switching, must be returned to the interchange track for release.
- C. Improperly loaded or overloaded car(s) at origin will not be considered released until the load has been adjusted properly.
- D. A car to be held for official grading or inspection at origin will not be considered released until such time as the grading and inspection is complete.

**COMPUTATION:**

- A. Time will be computed from the first 0001 hours after tender until the release.
- B. If the car is placed earlier than the date of the order, time will be computed from the first 0001 hours after the order date until it is released.
- C. When the same car is unloaded and reloaded, time will be computed from the first 0001 hours after advice is received that the car(s) is empty until the car(s) is released.
- D. When the same car is unloaded and reloaded, empty release information must be furnished. If not furnished, demurrage will continue on the car until the forwarding instructions are received.



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**(ITEM – 1050) CAR(S) HELD FOR COMPLETE UNLOADING**

**TENDER:**

The notification, actual or constructive placement, of a loaded car(s).

**RELEASE:**

- A. Date and time that the railroad receives advice that the car(s) is empty.
- B. Car(s) placed on the interchange tracks of a consignee who performs its own switching must be returned to the interchange track for release.
- C. When the same car is unloaded and reloaded, empty release information must be furnished at the time the car is made empty. If not furnished, demurrage will continue on the car until the forwarding instructions are received.

**COMPUTATION:**

Time will be computed from the first 0001 hours after tender until release.



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**(ITEM – 1060) PRIVATE CAR(S) AND RAILROAD CAR(S) HELD FOR OTHER THAN  
LOADING OR UNLOADING**

Applies to car(s) held:

- A. On orders of consignor or consignee.
- B. Awaiting proper disposition from the consignor or consignee.
- C. As a result of conditions attributable to consignor or consignee.

**DISPOSITION:**

That information, including forwarding instructions or empty release information, that allows the railroad to either tender or release the car from the consignor's or consignee's account.

**TENDER:**

The notification, actual or constructive placement of a loaded car(s).

**RELEASE:**

Date and time that the railroad receives advice that the car is empty, or that forwarding instructions are received.



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**COMPUTATION:**

Time will be computed from the first 0001 hours:

- A. After tender, until release, on car(s):
  - 1. Diverted
  - 2. Empty for loading – ordered and not used (other than a rejected car)
  - 3. Partially unloaded
  - 4. Reconsigned
  - 5. Reshipped
  - 6. Stopped in transit
- B. After car(s) are received by SUBSCRIBING CARRIER until date of disposition on:
  - 1. Car(s) received from connecting carriers
  - 2. Loaded private car(s) returned to railroad tracks
- C. After tender until date of refusal on:
  - 1. Refused loaded car(s) (consignee)
- D. After tender until date of disposition on:
  - 1. Refused loaded car(s) (consignor)
- E. After tender until release or placement on private tracks on:
  - 1. Loaded private car(s) – while held on railroad tracks.

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**(ITEM – 1070) HAZARDOUS MATERIALS**

1. Hazardous Materials are defined as "Hazardous Wastes" and "Hazardous Substances" as named in Hazardous Materials Regulations of the U. S. Department of Transportation in 40 Code of Federal Regulations (CFR) 260 through 263 and 49 CFR 171.8 or successor thereof. Explosives are defined as Class A, B, and C Explosives as named in Part 172, Commodity List, Tariff Bureau of Explosives (BOE) 6000-Series.
2. Pursuant to 49 CFR § 174.16, Consignees are required to accept delivery of carload traffic of hazardous materials within 48 hours after notice of arrival has been sent or given to the Consignee. Consignees that anticipate that they will not routinely be able to accept delivery in a timely fashion should make alternative arrangements for storage of cars. Subscribing Carriers do not hold themselves out to provide storage of cars containing hazardous materials.
3. For the purpose of this Tariff, the term "Loss" shall mean any loss, injury, or damage which arises out of transloading, unloading and loading, transportation or disposition (including treatment, storage or disposal) of the Hazardous Materials, including, but not limited to, loss or damage to property (including, without limitation, the property of either of the parties hereto) or to natural resources; injury or death of any person or persons (including, without limitation, employees of Subscribing Carrier); claims, liabilities, damages, fines or penalties; costs of containment, cleanup, response actions, removal actions, remedial actions, and health assessments, as these terms are defined by applicable federal, state or local laws and regulations; fees including, but not limited to, attorney, consultant, and expert witness fees; and costs of investigation.
4. Shipper hereby agrees to indemnify and hold harmless Subscribing Carrier, its officers, agents and employees, from and against any and all claims, demands, liabilities and lawsuits brought by any third party or governmental agency under any theory of law against Subscribing Carrier seeking to hold Subscribing Carrier liable for any Loss to the extent that the Loss is caused by Shipper's act or omission, or act or omission of Shipper's own customer or contractor, Shipper's violation of any law or regulation, Shipper's failure to accept delivery, or Shipper's breach of any other requirement including, but not limited to, Shipper's failure to provide proper identification of the Hazardous Materials to be transported, whether or not Shipper relied on other parties for said identification, unless Subscribing Carrier's act or omission, violation of law or regulation, or breach of any requirement of this Tariff contributed to the Loss.

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5. Notwithstanding any provisions in this Item 1070, Shipper hereby agrees to indemnify and hold harmless Subscribing Carrier, its officers, agents, and employees from and against any claim for Loss, regardless of cause, resulting from an event that occurs subsequent to delivery to and acceptance of hazardous waste product by Shipper, another rail carrier, or contractor, or other transporter designated by Shipper, or an EPA licensed treatment, storage, or cleanup/disposal site operator designated by Shipper.
6. Except to the extent Loss is within the scope of the indemnity in paragraphs (4), (5), (6) and (7) of this Tariff, in the event a Loss is caused by Shipper's and Subscribing Carrier's joint and concurrent negligence, by a cause unknown, or by a third party not having a contractual relationship with either Shipper or Subscribing Carrier, each party shall bear half of such Loss. This provision shall not affect the rights of either Shipper or Subscribing Carrier to recover for said Loss from such third party.
7. Notwithstanding any other provision in this Tariff, Shipper shall, regardless of the cause, be fully liable for and shall indemnify Subscribing Carrier, its officers, agents, and employees against any Loss to the extent and only to the extent that such Loss or any portion of such Loss is attributable to the release or spill of a hazardous waste material which is not identified on the bill of lading or manifest.
8. Notwithstanding any other provision in this Tariff, Shipper shall indemnify and hold harmless Subscribing Carrier and the actual owners of equipment used hereunder from and against any and all liability for Loss resulting from future use of or exposure to the equipment where such Loss arises from Shipper's failure or negligence in inspecting and/or decontaminating equipment prior to release to Subscribing Carrier or delivering railroad or motor carrier.
9. Knowledge on the part of one party of any violation of any terms of this Tariff by the other party shall constitute neither negligence nor acquiescence in such violation, and shall in no event relieve either party of any of the responsibilities and indemnity obligations assumed in this Tariff.



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10. References to Subscribing Carrier and Shipper as used in this Tariff shall include the officers, agents and employees of Subscribing Carrier and Shipper. Shipper and Subscribing Carrier further agree that each and all of its indemnity commitments in this Tariff shall extend to and include the parent and all subsidiary and affiliated companies of Shipper and Subscribing Carrier and their respective officers, agents and employees.

**For procedures and provisions of handling Toxic Inhalation/Poison Hazard Materials (TIH/PIH) see SECTION V Pages 1 through 10.**



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**(ITEM – 1080) CLAIMS**

A claim must be submitted in writing to the FEC Revenue Accounting Office at 7411 Fullerton Street, Suite 30, Jacksonville, FL 32256 within thirty (30) days from the date that the bill for demurrage is rendered. The conditions for submitting the claim should be fully stated. Any claim not filed within thirty (30) days from the date that the demurrage bill is rendered will be declined. Non-disputed charges should be paid within 15 days of date of invoice.

If the Subscribing Carrier fails to respond to a claim within thirty (30) days from the date that the claim was submitted, the Subscribing Carrier will accept the dispute as submitted and credit the account for the value of the disputed amount.

**MISSED SWITCH ALLOWANCE:**

An allowance for missed switching will be made for cars held under Constructive Placement Notification when the Subscribing Carrier is unable to place the cars in response to the customer's orders.

**STRIKE INTERFERENCE:**

When it is impossible to load, unload, receive car(s) from or make car(s) available to the Subscribing Carrier because of strike interference at the point where the loading or unloading is to occur; demurrage days will be charged at the rate of \$25.00 during the strike interference period, provided that:

- A. The disruption exceeds ten (10) days in duration during one calendar month
- B. The provisions of this item will not apply to:
  - a. Inbound car(s) when waybills are dated four (4) days after the beginning of strike interference
  - b. Car(s) for loading, when ordered after the beginning and prior to the ending of strike interference



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**WEATHER INTERFERENCE:**

- A. If the operations of the consignor or consignee are disrupted due to earthquakes, tornadoes, hurricanes, floods or heavy snow, the demurrage directly chargeable thereto, will be eliminated, provided the disruption exceeds (2) days in duration. If train operations are not annulled due to weather interference, the demurrage charges will still be applicable in these instances. Final determination will be made by General Manager of Carrier.
- B. Frozen lading in open-top hopper car(s) (Tariff ICC RER 6411 car type code "H" or "K"). Final determination will be made by General Manager of Carrier.

**RAILROAD ERROR:**

- A. If through railroad error, demurrage charges are assessed, demurrage will be adjusted to the amount that would have accrued if not for the error.
- B. Bunching and run-around of car(s) will not be considered as a railroad error.



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**(ITEM – 1090) NON-CHARGEABLE DAY**

Sundays and Holidays will be considered non-chargeable when the car has been tendered within 24 hours before the Sunday or Holiday. If the free time on the car has already expired and customer is in chargeable days, then all subsequent Sundays and Holidays are chargeable. A Sunday or Holiday cannot be the first chargeable day.

Holidays shall include the following:

**In the United States**

- New Year's Day - January 1
- Presidents Birthday - Third Monday of February
- Good Friday - Friday before Easter Sunday
- Memorial Day - Last Monday of May
- Independence Day - July 4
- Labor Day - First Monday of September
- Thanksgiving Day - Fourth Thursday of November
- Day after Thanksgiving
- Christmas Eve - December 24
- Christmas Day - December 25
- New Year's Eve - December 31

When these dates occur on a Sunday, the following Monday will be observed as the holiday.



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**(ITEM – 1100) PAYMENT AND CREDIT TERMS**

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

When for reasons other than Subscribing Carrier's error, consignor/consignee fails to pay assessed demurrage as provided in the Subscribing Carrier's demurrage tariff, the Subscribing Carrier may assess an additional charge equal to the greater of an amount not to exceed one and one-half percent (1 1/2%) per month (or fraction thereof) of the outstanding balance.

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



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**The following definitions define and govern the provisions outlined in this tariff.**

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

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

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

**CONSTRUCTIVE PLACEMENT** – When, due to some disability on the part of the consignor or consignee, a car cannot be placed for loading or unloading and is placed elsewhere, it is considered as being under constructive placement and subject to demurrage rules and charges, the same as if it were actually placed at the designated point.

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

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

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

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

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

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

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

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



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

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

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

**OTHER THAN PUBLIC DELIVERY TRACK** – Any trackage assigned for individual use, including privately owned or leased tracks.

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

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

**PRIVATE TRACK** – Tracks that are not owned or leased by the railroad.

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

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

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

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

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

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

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

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



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

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

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

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

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