

The Kansas City Southern Railway Company



**DEMURRAGE AND STORAGE TARIFF KCS 6000-F Revision 15  
Cancels and Supersedes KCS 6000-F Revision 14**

Change to Items 10, 160 and 165

**CONTAINING RULES AND CHARGES GOVERNING DEMURRAGE AND  
STORAGE AT STATIONS ON THE KCS**

**APPLICABLE ON EXPORT, IMPORT, INTERSTATE AND INTRASTATE TRAFFIC**

ISSUE DATE: June 2, 2022

EFFECTIVE DATE: August 1, 2022  
(except as otherwise noted herein)

**FOR BILLING AND CAR INQUIRY,**

**PLEASE CONTACT CUSTOMER SERVICE AT 1-800-468-6527**

## TABLE OF CONTENTS

<u>SUBJECT</u>	<u>ITEM</u>
Application	70
Cars Held for Complete or Partial Loading	80
Cars Held for Complete or Partial Unloading	90
Cars Held for Purposes other than Loading or Unloading	100
Change in Provisions	5
Charges Subject to Increase	8
Credit Terms	20
Demurrage Plan and Prices	110
Disputes	60
Free Time Allowance and Charges on Railcars for Export to Mexico	170
Rail Cars Set Out for Customs Documentation	180
Glossary of Terms	10
Intermodal Shipment and Equipment Storage	165
Locomotive Detention Charges	200
Notification	40
Notification to KCS	50
Requirement to Register Private Freight Cars Pursuant to AAR Circular OT-57; Fee For Failure To Register	115
Security Deposit	30
Spot On Arrival for Toxic Inhalation Hazards or Poisonous Inhalation Hazards (TIH/PIH)	75
Storage of Assigned Cars	130
Storage of Cars that Exceed Lease Track	135
Storage of Loaded or Empty Private Cars on Railroad Track	120
Storage of Explosives, Hazardous Material Substances or Wastes	150
Storage of Railway Equipment Moving on Own Wheels	140
Storage of Shipments Moving In or On "TOFC/COFC"	160
Web-Site	1

**RULES AND OTHER GOVERNING PROVISIONS  
GENERAL RULES AND REGULATIONS**

**KCS WEB SITE**

***ITEM 1***

This publication is now available on the Internet for viewing or sending directly to your printer. The KCS Home Page address is <https://www.kcsouthern.com/en-us/>. From the Home Page click the “Ship With Us” link, then choose “Demurrage” under the “Rules Publications & Pricing” heading and click the “Tariff 6000-F” link. An annual \$100.00 subscription fee will be assessed for those who wish to receive a hard copy.

If you are not equipped to obtain a copy of this publication from the KCS web site, a hard copy will be mailed to you, provided you furnish, to the address shown below, a formal written request for a printed copy. This formal request is required on an annual basis in accordance with the Surface Transportation Board’s policy decision under Ex Parte 528, Disclosure, Publication and Notice of Change of Rates and Other Service Terms for Rail Common Carriage.

**CUSTOMER SERVICE AT 1-800-468-6527**  
The Kansas City Southern Railway Company  
427 West 12<sup>th</sup> Street  
Kansas City, MO 64121-9335

**RULES AND OTHER GOVERNING PROVISIONS  
GENERAL RULES AND REGULATIONS**

**CHANGE IN PROVISION(S)**

*ITEM 5*

KCS reserves the right at any time to change the provisions of these Conditions of Carriage; provided, however, any such change shall be effective only with regard to any transportation services provided under these Conditions of Carriage for freight tendered after the effective date of the changes. KCS will make available on its web site these Conditions of Carriage in their latest amended form. Shipper should review these Conditions of Carriage before tendering freight to KCS. Revisions to the publication will be made from time to time by reissuing the publication in its entirety.

**RULES AND OTHER GOVERNING PROVISIONS  
GENERAL RULES AND REGULATIONS**

**CHARGES HEREIN SUBJECT TO INCREASE**

***ITEM 8***

Charges published herein are subject to increase by republication.

**RULES AND OTHER GOVERNING PROVISIONS  
GENERAL RULES AND REGULATIONS**

**GLOSSARY OF TERMS ICI**

**ITEM 10**

Unless otherwise specified in a particular Item of this publication, the following definitions apply to the use of the stated terms throughout this publication:

**ACTUAL PLACEMENT:** When a car is placed on Consignor or Consignee's track designated for Loading or Unloading, or at a point designated by the Consignor or Consignee or party Loading or Unloading the car.

**ASSIGNED CARS:** The assignment of cars to a given shipper at a specific location as defined in Car Service Rule 16 and Car Hire Rule 22, available through <https://www.railinc.com/rportal/aar-circulars/>.

**ASSIGNEE:** A shipper who has requested and has been assigned specific cars.

**AVERAGE AGREEMENT:** A written agreement between KCS and the party responsible for demurrage or storage charges, as described in 49 CFR Part 1333, providing for an offset of car detention Debits with Credits on a monthly basis.

**BROKER:** An agent or intermediary negotiating the buying or selling contents of car, other than Consignor or Consignee.

**BUNCHING:** The accumulation of cars for Loading or Unloading shipped on different days.

**CALENDAR MONTH:** Defined as 7:01 AM from the first day of one calendar month through 7:01 AM of the first day of the following calendar month.

**CALENDAR YEAR:** Defined as 7:01 AM January 1<sup>st</sup> of one year through 7:01 AM January 1<sup>st</sup> of the following calendar year.

**CAR CYCLE EVENT DATE AND TIME:** The term as used herein "Car Cycle Event, Date and Time" includes: Constructive Placement (CP), Order In Time (ORD), Actual Placement (AP), and Release (REL) each a "Car Cycle Event Date and Time". The customer is allowed five (5) days from the event included in the Car Cycle Event, Date and Time to dispute KCS' records as shown in the '**Online Demurrage**' link under '**My KCS**' tab on KCS' website. If KCS does not receive a notice of dispute from the customer within five (5) days of such event, KCS will consider the event accepted by customer. For example, if five (5) days elapse after Constructive Placement of a car and a dispute is not received by KCS the window for dispute for that event is closed.

**CAR ORDER DATE/WANT DATE:** The date for which customer requested car for Loading.

**CHARGEABLE DAY:** A twenty-four (24) hour period or fraction thereof for which a charge assessed pursuant to this Tariff can be assessed.

**CHARGEABLE DEBIT:** Chargeable Debits are the difference between the Debits applied to a car minus any applicable Credits.

**CLOSING EVENT:** The event in a car cycle that results in computation of Debits and Credits.

**CONSIGNEE:** The party or person designated as the entity entitled to receive delivery of the car from the carrier. For the purpose of this tariff, Consignee includes any party or person receiving rail cars from a rail carrier, as more specifically described in 49 CFR Part 1333.

**CONSIGNOR:** The party or person designated on the bill of lading as the entity which has caused the car to be consigned into transportation. For the purpose of this tariff, Consignor includes any party or person receiving rail cars from a rail carrier for loading, as more specifically described in 49 CFR Part 1333.

**RULES AND OTHER GOVERNING PROVISIONS  
GENERAL RULES AND REGULATIONS**

**GLOSSARY OF TERMS** (continued)

**ITEM 10**

**CONSTRUCTIVE PLACEMENT:** When a car cannot be Actually Placed because of any condition attributed to Consignee or Consignor, car will be held at a location convenient to railroad operations awaiting Disposition instructions and notice of Constructive Placement will be given to the Consignee or Consignor of record. Consignee or Consignor will be required to Order In cars in Constructive Placement status.

(a) If a facility is an Actual Placement facility and KCS is unable to deliver all cars as a result of Customer's inability to accept the cars, KCS has available for delivery, on at least ten percent (10%) of the occasions when the facility is normally switched, during a three (3) consecutive month period, the facility will become a constructive placement facility upon written notification from KCS to Consignee or the party entitled to receive Notification. It will be the responsibility of the Consignee or the party entitled to receive Notification for delivery to order in cars for placement.

(b) If a facility is converted to a constructive placement facility under a) above and the facility is able to accept all cars KCS has available for delivery to the facility more than ninety percent (90%) of the time, during a three (3) consecutive month period, then the facility will be considered an actual placement facility, unless Consignee, Consignor, Loader or Unloader, request otherwise.

(c) At any time a facility is unable to accept all cars from KCS, KCS will place the car(s) on Constructive Placement upon written notification from KCS to Consignee or the party entitled to receive Notification. It will be the responsibility of the Consignee or party entitled to receive Notification for delivery to order in cars for placement.

**CONSTRUCTIVE PLACEMENT TIME:** The Time from Constructive Placement notice is given until a car is ordered for placement.

**CREDIT:** Benefit granted to load or unload railcars and offset Debits. Credits can be earned only on those cars with a Closing Event.

**DEBIT:** A twenty-four (24) hour period, or fraction thereof, commencing at the first 07:01 AM after placement, Tender or Release without Forwarding Instructions.

**DEMURRAGE DAY:** A twenty-four (24) hour period, or fraction thereof, commencing at the first 07:01 AM after placement or Tender, as defined in this Item, may also be referred to as "Debit".

**DESPACHO PREVIO:** Prior notification dispatch.

**DISPOSITION:** Information, including Forwarding Instructions and/or Release, which allows the railroad to either Tender, as defined in this Item, or to apply a closing event.

**DIVERSION:** An order from the Consignor or Consignee to deliver car(s) to other than the original billed destination.

**EMPTY CARS ORDERED AND NOT USED:** Empty cars ordered, placed on Actual or Constructive Placement for Loading and not used in transportation service.

**EMPTY RELEASE INFORMATION:** Advice from Consignee and/or Unloader, given to authorized personnel of KCS, electronically or in writing, that car is unloaded and available to KCS. Information given must include identity of Consignee, and/or Unloader, party furnishing the data, car initial, number, date and Time.

**RULES AND OTHER GOVERNING PROVISIONS  
GENERAL RULES AND REGULATIONS**

**GLOSSARY OF TERMS** (continued)

**ITEM 10**

**FLIP:** Any extra lift performed at customer's request.

**FORWARDING INSTRUCTIONS:** A bill of lading, or other suitable instructions, given to authorized personnel of KCS, electronically or in writing, that contains all of the necessary information which allows for the immediate movement under either line haul or switching rates of KCS.

When "Forwarding Instructions" are furnished covering line haul movement, full instructions must be provided including the shipper, Consignor, Consignee, destination, route, commodity description, whether prepaid or collect.

Advice received by KCS to move a car from a shipper's loading or storage track to KCS' yard or hold track to be held for "Forwarding Instructions", whether furnished by the party loading car or another party, or a bill of lading or an order consigning the car to an Agent of KCS which has no beneficial interest in the lading, does not constitute "Forwarding Instructions" or a Release from demurrage.

A bill of lading, or other suitable order, covering car(s) requiring clearance from all carriers in the routing will not constitute "Forwarding Instructions" until clearance is received from all carriers in the routing.

**IDLER CAR:** An empty car used to protect overhanging loads, or used between cars loaded with long material.

**INDUSTRIAL INTERCHANGE TRACK:** Designated delivery or receipt track or tracks for the exchange of cars between carrier and industry performing their own switching including switch line acting as Agent for Industry.

**INDUSTRY TIME:** The Time from Actual Placement or Notification of placement to Team Tracks until Release and receipt of Forwarding Instructions, if applicable. The Time from interchange receipt of a loaded car or a loaded Private Car Released and held on railroad controlled tracks until Forwarding Instructions are received.

**KCS:** Kansas City Southern

**Kansas City Southern:** Any one or more of the following - The Kansas City Southern Railway Company, Gateway Eastern Railway Company or The Texas Mexican Railway Company.

**LEASED TRACK:** A track leased to a user through a written lease agreement and is considered the same as a Private Track for demurrage purposes.

**LEASE TRACK OVER CAPACITY:** Cars that exceed agreed Car capacity of Customer Leased Track.

**LOADER:** Party physically loading the car. For the purpose of this tariff, Loader includes any party or person receiving rail cars from a rail carrier for loading, as more specifically described in 49 CFR Part 1333.

**LOADING:** The complete or partial loading of a car in conformity with KCS Loading and clearance rules, advice that the car is available for movement, and the furnishing of Forwarding Instructions.

**MISSED SWITCH:** A Missed Switch occurs when a car is released with complete billing instructions by the cutoff time and is not picked up on the next day when the facility would normally be switched.

**NOTIFICATION:** When required, Notification will be furnished either electronically, in writing to all parties entitled to receive Notification.



**RULES AND OTHER GOVERNING PROVISIONS  
GENERAL RULES AND REGULATIONS**

**GLOSSARY OF TERMS** (continued)

**ITEM 10**

**ORDER IN CUSTOMER:** A customer who, by prior arrangement, has notified KCS or KCS has notified the customer, that cars shall not be Actually Placed, or considered for placement, for Loading or Unloading, until KCS has received an order for placement from said customer. Until such order for placement is received, cars will be on Constructive Placement.

**ORDER IN TIME:** An order for a car on Constructive Placement to be spotted at a customer's facility, the party entitled to receive the car must order in the car for placement. This order in request must be made in accordance with the instructions provided by KCS on the Constructive Placement Notice. **THE DATE AND TIME THAT KCS RECEIVES THE ORDER FOR PLACEMENT WILL BE CONSIDERED THE "ORDER IN TIME" AND THIS TIME WILL BE MADE A PART OF THE DEMURRAGE RECORDS.** If a customer orders in a car(s) and KCS is not able to place the car(s) due to unavailability of track at the location requested by customer, the Constructive Placement date and Time for the car(s) will revert back to the original Constructive Placement date and Time.

**OTHER THAN PUBLIC DELIVERY TRACK:** Any trackage assigned for individual use, including privately owned or Leased Track.

**PARTIAL UNLOADING:** The partial Unloading of a car and the furnishing of Forwarding Instructions.

**PRIVATE CAR:** A car which is not owned or leased by a railroad.

**PRIVATE TRACK:** Any track not owned or leased by a railroad.

**PUBLIC DELIVERY TRACK:** Any track for use by the general public for Loading and Unloading (i.e. Team Track).

**RAILROAD CONTROLLED CAR:** Any car other than a Private Car.

**RECONSIGNMENT:** Any order from the Consignor to bill a car to other than the original destination. (An order to turn over the car to another party, that does not require an additional movement of the car, is not a Reconsignment).

**REFUSED LOADED CAR:** An original loaded car refused at destination without being unloaded.

**RELEASE:** The Notification received from Loader, Unloader, Consignee, or Consignor that Loading or Unloading of a car has been completed and car is available for movement and Forwarding Instructions have been received, if applicable. Date and Time that KCS receives Forwarding Instructions and advice that a car is available for movement; and from non-credit customers, upon payment of any charge due. Cars placed on Industrial Interchange Tracks of an industry doing its own switching, including those tracks of an industrial switch line acting as Agent of industry, will be removed from track and considered received and held for Disposition as provided in this Tariff. Cars found to be improperly loaded at origin will not be considered Released until the load has been properly adjusted and clearance has been obtained. When a car is unloaded and then reloaded, Empty Release Information must be furnished. If not furnished, demurrage will be continuous until Forwarding Instructions are received. Loaded or empty Private Cars Released and pulled from Private Tracks, which must first be held on railroad track awaiting Forwarding Instructions, are subject to demurrage/storage provisions and charges as provided in this Tariff.

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

**RUN AROUND:** Car(s) that is placed ahead of previous arrivals.

**SPOT ON ARRIVAL:** KCS, without Notification, will place cars for Loading or Unloading immediately upon their availability for placement.

**RULES AND OTHER GOVERNING PROVISIONS  
GENERAL RULES AND REGULATIONS**

**GLOSSARY OF TERMS** (continued)

**ITEM 10**

**SPOT ON ARRIVAL CUSTOMER:** A customer who has not requested to be an Order In Customer will be considered a Spot On Arrival Customer (see Spot On Arrival). If Constructive Placement of a car is necessary, the car will not be placed for Loading or Unloading until KCS has received an order for placement from the Spot On Arrival Customer.

**STOPPED IN TRANSIT:** When cars are held enroute because of any condition attributable to the Consignor, or Consignee, or owner.

**STORAGE DAY:** A twenty-four (24) hour period, or fraction thereof.

**TEAM TRACK:** Any track designated by KCS for use by the general public for Loading and Unloading (i.e. Public Delivery Track).

**TENDER:** The Notification, Actual or Constructive Placement of an empty or loaded car.

**TIME:** Local Time is applicable, expressed on the basis of the twenty-four (24) hour clock, commencing at 7:01 AM (that is, 0701).

**UNLOADER:** Party physically unloading the car. For the purpose of this tariff, Unloader includes any party or person receiving rail cars from a rail carrier for unloading of shipment, as more specifically described in 49 CFR Part 1333.

**UNLOADING:** The complete or partial unloading of a car and notice from the Consignee the car is available for movement and the furnishing of Forwarding Instructions when required.

**RULES AND OTHER GOVERNING PROVISIONS  
GENERAL RULES AND REGULATIONS**

**CREDIT TERMS**

*ITEM 20*

Charges that accrue per this Tariff are due and payable according to KCS' Credit Terms, as stated in KCS Rules Publication 9011 or 9012-Series, supplements thereto and successive issues thereof, whichever is applicable.

**RULES AND OTHER GOVERNING PROVISIONS  
GENERAL RULES AND REGULATIONS**

**SECURITY DEPOSITS FOR PAYMENT OF DEMURRAGE OR OTHER  
ACCESSORIAL CHARGES**

*ITEM 30*

KCS has the right to require that a rail customer (Consignor, Consignee or other party responsible for the payment of demurrage), with a history of delinquency or nonpayment of demurrage charges not in bona fide dispute, deposit with KCS money or security adequate to pay an average monthly demurrage bill of that party calculated over the past six months.(1) The deposit may be satisfied with cash, letter of credit, surety bond or other appropriate instrument. KCS will determine the suitability of the security tendered. (All instruments on deposit are hereinafter referred to as 'security').

If a demurrage bill not in bona fide dispute is not paid when due, immediately thereafter KCS will satisfy the bill by application against the security on deposit. Thereafter, the rail customer will be required to immediately pay any remaining billed amount not in bona fide dispute and to reinstate the value of the security to its former level or to another level equivalent to its average monthly demurrage charge.

Should demand be made upon a rail customer for the deposit or maintenance of security as heretofore stated and should the rail customer refuse or fail to so deposit or maintain the security, KCS may refuse to provide any further rail service until the deposit requirement is fulfilled.

No interest will be paid by KCS on any security deposited with it. It is within the discretion of the KCS to determine when creditworthiness of the rail customer no longer necessitates the imposition of a security deposit. If rail service to the customer is permanently discontinued, upon satisfaction of all demurrage bills any remaining security on deposit will be released and returned.

(1) New rail customers will be required to deposit security equal to an anticipated average monthly demurrage bill.

**RULES AND OTHER GOVERNING PROVISIONS  
GENERAL RULES AND REGULATIONS**

**NOTIFICATION**

**ITEM 40**

**Notification to Consignor, Loader, Unloader, Consignee, Freight Payor or party entitled to receive notice.**

- A. The following Notification will be furnished as indicated:
  - 1. Cars for Other Than Public Delivery Tracks:
    - a. Notice of Constructive Placement shall be sent or given if a car is held on tracks of KCS at an available hold point or at billed destination due to any condition attributable to the Consignor, Consignee, Loader or Unloader which prevents KCS from making Actual Placement.
    - b. Delivery of car 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 of Constructive Placement shall be sent or given if a car is held on tracks of KCS at an available hold point or at billed destination due to any condition attributable to the Consignor, Consignee, Loader or Unloader which prevents KCS from making Actual Placement.
    - b. Notice will be given to the party entitled to receive Notification when a car is actually placed.
  - 3. Refused Loaded Car:
    - a. When a loaded car is refused at destination, KCS will give notice of such refusal to the Consignor or owner.
  - 4. Freight Payor or Party Entitled to Receive Notice:
    - a. Notice will be sent or given if a car is held on tracks of KCS awaiting proper Disposition in connection with Diversion requests.
- B. Notification will be furnished in writing, electronically, or via mechanical device, and shall contain:
  - 1. Car initials and number
  - 2. If lading transferred en route, the initials and numbers of the original car.
  - 3. Commodity
  - 4. Hold point, if other than billed destination.
- C. When Consignor or Consignee utilizes an electronic or mechanical device, including but not limited to fax machines or email, to accept messages, Notification sent to such device will be considered as having been received.
- D. It will be the responsibility of the Consignor, Loader, Unloader, Consignee, Freight Payor or party entitled to receive notice, to notify the KCS' Demurrage Department of fax number or email address changes within one (1) business day of change(s). Should KCS receive a failure to deliver message due to any reason attributable to the receiver, such as invalid fax number or email address, notice will be considered to have been given on any Constructive Placement notice attempted to be delivered.

**RULES AND OTHER GOVERNING PROVISIONS  
GENERAL RULES AND REGULATIONS**

**NOTIFICATION TO KCS**

***ITEM 50***

All notices to KCS are effective upon receipt.

**RULES AND OTHER GOVERNING  
PROVISIONS GENERAL RULES AND REGULATIONS**

**DISPUTES**

**ITEM 60**

Disputes regarding demurrage charges must be filed with KCS, electronically utilizing ‘**Online Demurrage**’ link under ‘**My KCS**’ tab on KCS’ website, within five (5) days of each event of the Car Cycle Event Date and Time. All disputes must state the facts constituting the basis for which relief is claimed along with any and all supporting documentation.

If any individual event of the Car Cycle Event Date and Time is not disputed by customer within five (5) days, the event will be considered accepted by customer and demurrage charges will be billed by KCS to customer for payment.

If any individual event of the Car Cycle Event Date and Time car is disputed by customer within five (5) days, KCS will issue a response within five (5) days of receipt of customer’s dispute.

Disputes must be supported by documentation stating fully the conditions for which relief is claimed, identifying contested cars by car initials, numbers and location. Supporting documents must be attached to disputes.

**A. Improper Charges:**

1. If, by error, demurrage or storage charges are improperly assessed, charges will be adjusted to the amount that would have accrued but for such error.
2. Bunching and Run Around will not be considered railroad error and no allowance will be made.

**B. Weather Interference:**

Acts of God: In the event it is impossible for Consignor, Loader, Consignee, or Unloader to get to a car or to load or to unload a car due to acts of God, including, but not limited to flood, storm, earthquake, hurricane, tornado, or to other severe weather or climatic conditions, the demurrage directly chargeable thereto will be adjusted, provided the impediment is at least two (2) days in duration.

**C. Strike Interference:**

When it is impossible for Consignor, Loader, Consignee, or Unloader to load or unload or receive cars from or make cars available to KCS because of strike interference at the point where the Loading or Unloading is to be accomplished, Demurrage Days will be charged for at the rate of **\$35.00 per Demurrage Day** during the period of strike interference, provided the disruption exceeds ten (10) days in duration during one Calendar Month.

**D. Strike Interference provisions will not apply to:**

1. Inbound cars when waybills are dated four (4) days or more after the beginning of strike interference.
2. Cars for Loading when ordered after the beginning and prior to the ending of strike interference.

**RULES AND OTHER GOVERNING PROVISIONS  
GENERAL RULES AND REGULATIONS**

**APPLICATION**

**ITEM 70**

- A. Section I (Demurrage Rules and Charges) applies on all Railroad Controlled Cars on Constructive Placement or Actual Placement on or after the effective date of this tariff, at all stations on the Kansas City Southern **EXCEPT** the following:
1. Cars for Loading or Unloading of KCS company material while held on KCS tracks or private sidings connecting therewith.
  2. Cars of refused or unclaimed freight to be sold by KCS for the Time held beyond legal requirements.
  3. Cars of railroad ownership, leased for storage of commodities, for intra-plant or intra-terminal switching service, while held on lessee's tracks and car hire (per diem) is not paid by KCS.
  4. Cars assigned to shippers returned empty to point of assignment, to the extent a storage agreement applies.
  5. Empty Cars Ordered and rejected as unsuitable for Loading within forty-eight (48) hours following order date or Actual Placement date.
  6. Multi - Level rail cars used for transportation of motor vehicles will not be subject to demurrage charges. This exemption includes both loaded and empty Multi - Level rail cars.
  7. The following Holidays will not be included in the computation of Demurrage:
    - (a) New Year's Day (January 1<sup>st</sup>)
    - (b) Memorial Day (last Monday in May)
    - (c) Independence Day (July 4<sup>th</sup>)
    - (d) Labor Day (first Monday in September)
    - (e) Thanksgiving Day (fourth Thursday in November)
    - (f) Day after Thanksgiving (fourth Friday in November)
    - (g) Christmas Eve (December 24<sup>th</sup>)
    - (h) Christmas Day (December 25<sup>th</sup>)
    - (i) New Year's Eve (December 31<sup>st</sup>)
- B. Section II (Storage Rules and Charges) applies to;
1. All Private Cars held on KCS tracks for Placement or Forwarding Instructions.
  2. All loaded cars containing certain Hazardous Materials (see Item 150).
  3. All cars that are Lease Track Over Capacity.
  4. Storage of Intermodal Equipment.
- C. Section III (Export Rules and Charges) applies to all cars exporting to Mexico.
- D. Section IV (Locomotive Detention) applies as provided in Item 200.

***This publication takes precedence over any other domestic interstate, intrastate, export or import publication, containing rules, regulations and charges on demurrage and storage for the account of the KCS, and will be applied on the basis of an "Average Agreement" as defined in Item 10, between KCS and ALL CUSTOMERS.***



**RULES AND OTHER GOVERNING PROVISIONS  
GENERAL RULES AND REGULATIONS**

**SPOT ON ARRIVAL FOR TOXIC INHALATION HAZARDS OR  
POISONOUS INHALATION HAZARDS (TIH/PIH)**

*ITEM 75*

All rail cars containing Toxic Inhalation Hazard (TIH) or Poisonous Inhalation Hazard (PIH) (“TIH/PIH”), as defined in AAR Circular No. OT-55 (found at <https://www.railinc.com/rportal/documents/18/260773/OT-55.pdf>), as amended from time to time, must be Spot On Arrival. In the event a car cannot be placed on Consignee’s or Consignor’s controlled tracks or at Consignee’s or Consignor’s facility upon arrival and the rail car must be held at KCS’ facilities, a charge of **\$2,650.00** per rail car per twenty-four (24) hour period, or fraction thereof, will be assessed until the rail car is ordered in.

In addition to the above charges, the party responsible for the freight charges will be liable for all Federal, State and Local penalties or fines which may be assessed for the holding of Cars containing TIH/PIH on railroad controlled tracks when party to the bill of lading has impeded delivery of the car. Consignees or Consignors will be responsible for any cost incurred by KCS for providing protection or surveillance of any commodity provided in this Item while held on KCS’ property.

**SECTION I  
DEMURRAGE RULES AND CHARGES**

**CARS HELD FOR COMPLETE OR PARTIAL LOADING**

**ITEM 80**

**LOADING:** As defined in Item 10 of this Tariff.

**TENDER:** As defined in Item 10 of this Tariff.

**RELEASE:** As defined in Item 10 of this Tariff.

**DEBIT COMPUTATION:**

- A. Constructive Placement Time will apply from the first 07:01 AM after Constructive Placement until Order In Time (or Actual Placement if there is no Order In Time).
- B. Industry Time will apply from the first 07:01 AM after Actual Placement until Release.
- C. Demurrage will apply from the first 07:01 AM after Release and removal of loaded cars from Industry Track until Forwarding Instructions are received.
- D. If an empty car is placed prior to date for which it was ordered, demurrage will apply from the first 07:01AM of the date for which it was ordered. Demurrage Days will then accrue until the car is Released.
- E. On reloaded cars, demurrage will apply from the first 07:01 AM after advice is received that the car is empty until car is Released as a load; provided if advice that the car is empty is not furnished, demurrage will continue until Forwarding Instructions are received.

**CREDITS:**

One (1) Credit will be allowed for each car Released from Loading, EXCEPT two (2) Credits will be allowed on covered hopper cars containing Grain, STCC 01-XXX-XX or Soybean meal, STCC 2092314.

**SECTION I  
DEMURRAGE RULES AND CHARGES**

**CARS HELD FOR COMPLETE OR PARTIAL UNLOADING**

*ITEM 90*

**UNLOADING:** As defined in Item 10 of this Tariff.

- A. If item 75 is applicable this item will not apply.

**TENDER:** As defined in Item 10 of this Tariff.

**RELEASE:** As defined in Item 10 of this Tariff.

**DEBIT COMPUTATION:**

- A. Constructive Placement Time will apply from the first 07:01 AM after Constructive Placement until Order In Time (or Actual Placement if there is no Order In Time).
- B. Industry Time will apply from the first 07:01 AM after Actual Placement until Released.
- C. Demurrage will apply from the first 07:01 AM after Release and removal of empty cars from Industry Track until Forwarding Instructions are received.

**CREDITS:**

One (1) Credit will be allowed for each car Released from Unloading, **EXCEPT two (2) Credits will be allowed on covered hopper cars containing Grain, STCC 01-XXX-XX or Soybean meal, STCC 2092314.**

**SECTION I  
DEMURRAGE RULES AND CHARGES**

**CARS HELD FOR PURPOSES OTHER THAN LOADING OR UNLOADING**

**ITEM 100**

**APPLICABLE TO CARS HELD:**

- A. While awaiting proper Disposition from the Consignor, Loader, Consignee, or Unloader as described in 49 CFR Part 1333.
- B. In connection with a Diversion or Reconsignment or Reshipment request.
- C. For any other purpose, on orders of the Consignor, Loader, Consignee or Unloader, which is not attributable to KCS.
- D. If item 75 is applicable this item will not apply.

**DISPOSITION:** As defined in Item 10 of this Tariff

**TENDER:** As defined in Item 10 of this Tariff.

**RELEASE:** As defined in Item 10 of this Tariff.

**DEBIT COMPUTATION:**

- A. Constructive Placement Time will apply from the first 07:01 AM after Constructive Placement until disposition advice is received on:
  - 1. Cars diverted, reconsigned, reshipped or Stopped in Transit.
  - 2. Empty Cars Ordered and Not Used, and car(s) on Constructive Placement for Loading, and not used in transportation service (other than a rejected car as referred to in Item 70).
  - 3. Cars waiting for payment of accrued charges.
  - 4. Cars held for any other purpose, except as covered by Items 80 and 90, which is not attributable to KCS.
  - 5. Cars with excessive lading held for reduction as described in KCS 9011 or 9012-Series, supplements thereto and successive issues thereto, whichever is applicable.
- B. Industry Time will apply from the first 07:01 AM after received by KCS until date and Time of Disposition on:
  - 1. Cars received from connecting carriers.
- C. Industry Time will apply from the first 07:01 AM after Actual Placement until Disposition advice is received on:
  - 1. Cars reshipped
  - 2. Empty cars on Actual Placement for Loading, and not used in transportation service.
  - 3. Cars held for any other purpose, except as covered in Items 80 and 90, which is not attributable to KCS.
- D. Demurrage will apply on the following from the first 07:01 AM:
  - 1. After Actual or Constructive Placement until date and Time of refusal on Refused Loaded Cars (Consignee).
  - 2. After Actual or Constructive Placement until date and Time of Disposition on Refused Loaded Cars (Consignor).

**CREDITS:**

- A. One (1) Credit will be allowed for each car Released or on which Disposition is given.
- B. Credits will not be allowed for:
  - 1. Empty Cars Ordered and Not Used (including rejected cars).
  - 2. Cars received from connecting carriers to be held for Disposition.

**SECTION I  
DEMURRAGE RULES AND CHARGES**

**DEMURRAGE PLAN AND PRICES**

**ITEM 110**

- A. Settlement of charges will be made on a Calendar Month basis on all cars Released during the Calendar Month.
- B. Credits earned and Debits accrued by customers having two or more facilities at the same or separate stations cannot be combined.
- C. Credits earned and/or Chargeable Debits accrued will be calculated separately for each of the following types of transactions:
  - 1. Cars held for complete Loading (see Item 80).
  - 2. Cars held for complete or partial Unloading (see Item 90).
  - 3. Cars held for purposes other than Loading and Unloading (see Item 100).
  - 4. Refused Loaded Cars (see Item 100).
- D. Excess Credits on one type of transaction listed in paragraph C immediately above cannot be used to offset Demurrage Debits on another type of transaction.
- E. Excess Credits earned under special demurrage contracts or agreements cannot be used to offset demurrage calculated per the Tariff.
- F. Excess Credits earned in one Calendar Month may not be used to offset Debits in another Calendar Month.
- G. Demurrage charges will be assessed against the Consignor, Consignee, Loader, or Unloader and they will be responsible for payment of such charges as described in 49 CFR Part 1333.
- H. **Calculation of charges:** The tariff or special agreement applied will be that in effect when the car is Released.
  - 1. Determine the total number of Debits for all cars.
  - 2. Determine the total number of Credits for all cars.
  - 3. If total Credits exceed total Debits, demurrage charges will not be assessed.
  - 4. If total Debits exceed the total Credits, each Chargeable Debit will be assessed at **\$141.00 apiece**.
- I. Adjustments will be handled through provisions set forth in Item 60.
- J. KCS will allow relief on Demurrage Debits for a Railroad Controlled Car that has been on Constructive Placement from the Order In Time until the car is on Actual Placement.

**SECTION II  
STORAGE RULES AND CHARGES**

**REQUIREMENT TO REGISTER PRIVATE FREIGHT CARS  
PURSUANT TO AAR CIRCULAR OT-57; FEE FOR FAILURE TO REGISTER**

**Item 115**

1. OT-57 Registration Required: Private freight cars that are tendered to KCS for movement must be registered under AAR Circular OT-57 (see Note 1).
2. Fee: If a private freight car is tendered to KCS for movement and the railcar is physically on KCS and said railcar has not been registered pursuant to AAR Circular OT-57, the Responsible Party (see paragraph 3, below) will be subject to a fee of Two Hundred and no/100 Dollars (\$200.00) each calendar month.
3. Responsible Party: Charges under this Item will be assessed to the shipper of record on the waybill or bill of lading tendered to KCS for the transportation movement.

Note 1: <https://public.railinc.com/sites/default/files/documents/OT-57.pdf>. For further resources regarding AAR Circular OT-57, consult Railinc's website under Loading Authority (OT-57), <https://public.railinc.com/products-services/loading-authority-ot-57>.

**SECTION II  
STORAGE RULES AND CHARGES**

**STORAGE OF LOADED OR EMPTY PRIVATE CARS ON RAILROAD  
TRACKS**

**ITEM 120**

**COMPUTATION:**

- A. Debits will be computed from the first 07:01 AM after Constructive Placement until Order In (or Actual Placement if there is no Order In).
- B. One (1) Credit will be allowed for each Private Car with a Closing Event.
- C. Settlement of charges will be made on a Calendar Month basis on all cars Released during the Calendar Month.
- D. Credits earned and Debits accrued by customers having two or more facilities at the same or separate stations cannot be combined.
- E. Excess Demurrage Credits cannot be used to offset Storage Debits.
- F. Excess Credits earned under special agreements cannot be used to offset storage calculated per the Tariff.
- G. Excess Credits earned in one Calendar Month may not be used to offset Debits in another Calendar Month.
- H. Storage charges will be assessed against the Consignor, Consignee, Loader, or Unloader and they will be responsible for payment of such charges as described in 49 CFR Part 1333.
- I. The following Holidays will not be included in the computation of Storage:
  - a. New Year's Day (January 1<sup>st</sup>)
  - b. Memorial Day (last Monday in May)
  - c. Independence Day (July 4<sup>th</sup>)
  - d. Labor Day (first Monday in September)
  - e. Thanksgiving Day (fourth Thursday in November)
  - f. Day after Thanksgiving (fourth Friday in November)
  - g. Christmas Eve (December 24<sup>th</sup>)
  - h. Christmas Day (December 25<sup>th</sup>)
  - i. New Year's Eve (December 31<sup>st</sup>)
- J. **Calculation of charges:** The tariff or special agreement applied will be that in effect when the Closing Event occurs.
  - 1. Determine the total number of Debits for all cars.
  - 2. Determine the total number of Credits for all cars.
  - 3. If total Credits exceed total Debits, storage charges will not be assessed.
  - 4. If total Debits exceed the total Credits, each Chargeable Debit will be assessed **\$119.00 apiece.**
- K. Adjustments will be handled through provisions set forth in Item 60.
- L. If item 75 is applicable, this item will not apply

**RESPONSIBILITY OF CAR:** The shipper, receiver, owner or lessee is responsible for the car while in stored status according to the customer storage arrangement in place.

**LIABILITY:** KCS accepts **NO LIABILITY** whatsoever with respect to the car or its contents, if any, while in stored status.

**SECTION II  
STORAGE RULES AND CHARGES**

**STORAGE OF ASSIGNED CARS**

*ITEM 130*

**NON-APPLICATION:**

Storage of assigned car provisions do not apply to Private Cars.

**APPLICATION:**

- A. This item applies to specific empty cars, as requested by and assigned to a specific shipper [Assignee], at KCS origin stations, when KCS is required to hold such cars on its premises or private sidings connected therewith.
- B. Shipper must request assignment of cars in writing, either by US Mail, FAX or Electronic mail, in advance of the sought assignment in the following form:

(COMPANY) hereby requests the assignment of (NUMBER), (CAR TYPE) cars at (LOCATION) and if said assignment as may be modified by KCS is granted, it is understood it will be subject to the rules and charges of Tariff KCS 6000- Series.

(Signed) (Name)\_\_\_\_\_

(Title)\_\_\_\_\_

Accepted by KCS on \_\_\_\_\_, and \_\_\_\_\_ cars will be placed in this agreement. (Date)

(Number)

- C. Assignment of cars will be at the sole discretion of KCS.
- D. When KCS agrees to an assignment of cars, Assignee will be notified by the accepted return of Assignee's written request.

**NOTICE OF ARRIVAL:**

Notice will be given to Assignee within twenty-four (24) hours after arrival of car at hold point.

**STORAGE DAYS:**

Storage Days will commence from the first 07:01 AM following notice of arrival and continue until the car assumes demurrage status or is Released from the assignment.

**STORAGE PLAN:**

- A. Storage charges will be assessed against Assignee.
- B. Storage plans will be maintained individually by pool assignment number.
- C. Settlement of charges will be made on a monthly basis on each car Released from storage during each Calendar Month.



**SECTION II  
STORAGE RULES AND CHARGES**

**STORAGE OF ASSIGNED CARS** (continued)

**ITEM 130**

**CALCULATION OF CHARGES:**

- A. Total Storage Days for each car Released from storage during a Calendar Month will be determined.
- B. If it is known that storage days have accrued due to railroad error (Bunching and Run-Around will not be considered a railroad error), the storage days will be adjusted to account for such error. A Missed Switch will be considered railroad error. Otherwise, a claim must be presented to KCS, in writing, by the last day of the calendar month following the month in which the bill was issued, stating fully the conditions for which relief is claimed.
- C. One [1] Credit will be allowed on each car Released from storage.
- D. Total Credits for all cars will be added.
- E. If total Credits exceed storage Debits, storage charges will not be assessed.
- F. If total storage Debits exceed total Credits, multiply the difference by **\$119.00** to determine charges due.
- G. Excess Credits earned in one Calendar Month may not be used to offset Debits in another calendar month.

**RELEASE OF CARS FROM ASSIGNMENT:**

- A. Assignee may Release cars from assignment by giving KCS notice, in writing or confirmed in writing, at least one (1) day prior to the date of desired Release.
- B. KCS will select the car(s) to be removed from the assignment.
- C. Assignee will not be permitted to Release cars until all shipper-owned appurtenances have been removed.

**SECTION II  
STORAGE RULES AND CHARGES**

**STORAGE OF CARS THAT EXCEED LEASE TRACK**

*ITEM 135*

In the event a customer makes arrangements with Kansas City Southern to have a Lease Track agreement and the number of cars held for any given day exceeds the number of cars agreed in the Lease Track agreement, an overage charge of **\$119.00** per car will be assessed on each car held beyond the number of cars agreed in the Lease Track agreement. No free time or Credits will be allowed. No relief will be granted for any holidays.

**SECTION II  
STORAGE RULES AND CHARGES**

**STORAGE OF RAILWAY EQUIPMENT MOVING ON OWN WHEELS**

**ITEM 140**

**APPLICATION:**

This item applies to railway equipment held on KCS tracks that will move or has moved on its own wheels as freight under transportation charges.

**STORAGE DAYS WILL COMMENCE:**

- A. At Origin or Enroute: From the first 07:01 AM following placement of the equipment in storage and continuing until equipment is Released from hold tracks. (Notice of arrival will be given Consignee within twenty-four (24) hours after arrival of equipment at hold point).
- B. At Destination: From the first 07:01 AM after notice of arrival is given Consignee and continuing until equipment is Released from hold tracks. (Notice of arrival will be given Consignee within twenty-four (24) hours after arrival of equipment at hold point).

**STORAGE PLAN:**

- A. Unless otherwise advised, charges will be assessed against the Consignor at origin or enroute, or the Consignee at destination, who will be responsible for payment.
- B. Settlement of charges will be made at the end of the current month for all equipment Released from storage during each Calendar Month.
- C. Credits will not be allowed at origin or enroute.
- D. Excess Credits earned in one Calendar Month may not be used to offset Storage Days in another Calendar Month.

**CALCULATION OF CHARGES:**

- A. Total Storage Days for all units of equipment Released from storage will be added.
- B. If it is known that Storage Days have been accrued due to railroad error (Bunching and Run Around will not be considered railroad error) the total storage days will be adjusted to account for such error. A Missed Switch will be considered railroad error. Otherwise, a claim must be presented to KCS, in writing, by the last day of the calendar month following the month in which the bill was issued, stating fully the conditions for which relief is claimed.
- C. One [1] Credit will be allowed for each unit of equipment Released from storage.
- D. Total Credits for all units of equipment will be added.
- E. If total Credits exceed total Storage Days, storage charges will not be assessed.
- F. If total Storage Days exceed the total Credits, multiply the difference by **\$119.00** to determine charge(s) due

**SECTION II  
STORAGE RULES AND CHARGES**

**STORAGE OF EXPLOSIVES, HAZARDOUS MATERIALS, SUBSTANCES  
OR WASTES**

*ITEM 150*

**SUBJECT TO TARIFF BOE 6000 (HAZARDOUS MATERIALS REGULATIONS OF THE  
DEPARTMENT OF TRANSPORTATION)**

**APPLICATION:**

- A. This item applies on any loaded car containing Explosives or Hazardous Materials that is held on railroad controlled tracks, which includes Team Tracks.
- B. Explosives are defined as Class A, B, and C Explosives as named in Part 172, Commodity List, Tariff Bureau of Explosives (BOE) 6000-Series.
- C. Hazardous Materials are defined as "Hazardous Wastes" and "Hazardous Substances" as named in Hazardous Materials Regulations of the Environmental Protection Agency in 40 Code of Federal Regulations (CFR) 260 through 263 and of the U. S. Department of Transportation in 49 CFR 171.8 or successors thereof, requiring the use of 4-digit identification numbers on shipping documents, placards or panels and identified with Standard Transportation Commodity Codes (STCC) beginning with 48 and 49 or beginning with STCC 28 and 29 and converting to STCC 48 or 49.
- D. Demurrage charges will be in addition to the charges provided in this item.
- E. If item 75 is applicable this item will not apply.

**STORAGE DAYS WILL COMMENCE:**

**Assessment of Storage Charges for cars held on railroad tracks will be assessed:**

- A. for loaded cars that are on Constructive Placement, from the first 07:01 A.M. after Constructive Placement until Order In Time;
- B. for loaded cars held for Forwarding Instructions, from the first 07:01 A.M. after Release and removal of loaded Private Cars from Private Track until Forwarding Instructions are received.

**STORAGE PLAN:**

- A. Charges will be billed on a monthly basis.
- B. Charges will apply per Chargeable Day until removal from railroad premises.

**STORAGE CHARGE: \$119.00 per car, per Chargeable Day.**

**SECTION II  
STORAGE RULES AND CHARGES**

**STORAGE OF SHIPMENTS MOVING IN OR ON TOFC/COFC [C][I]**

**ITEM 160**

**A. DEFINITIONS:**

- a. **“Intermodal Equipment” and “Intermodal Unit”:** The terms “Intermodal Equipment” and “Intermodal Unit”, as used in this Item, mean either an intermodal shipping container or trailer, of any length, loaded or empty, or a trailer chassis used for moving intermodal containers.
- b. **“Domestic Intermodal Equipment”:** The term “Domestic Intermodal Equipment”, as used in this Item, means Intermodal Equipment greater than or equal to 48 feet in length; Intermodal Equipment trailers of 28, 40 or 45 feet in length; and 40-foot bulk tank containers.
- c. **“International Intermodal Equipment”:** The term “International Intermodal Equipment”, as used in this Item, means Intermodal Equipment and Isotanks less than or equal to 45 feet in length, but not including Intermodal Equipment trailers or bulk tank containers that are included in the definition above of Domestic Intermodal Equipment.

**B. STORAGE, GENERALLY:**

- a. **Applicability:**
  - i. This Item applies at all of the following KCS Intermodal facilities: Jackson, MS; Kansas City (International Freight Gateway), MO; Kendleton, TX; Laredo, TX; and Wylie, TX.
  - ii. This Item, except for the Flip charge, does not apply to rail-controlled Intermodal Equipment. For other rules and storage policies applicable to all rail-controlled Intermodal Equipment, please check the Blume Global website, <https://www.blumeglobal.com/>.
  - iii. Trailer chassis used for moving intermodal containers that arrive at the listed KCS Intermodal facilities by rail are eligible for storage under this item.
  - iv. This Item does not apply to trailer chassis used for moving intermodal containers that arrive at the listed KCS Intermodal facilities by road.
- b. **Notice of Arrival:** Notice of arrival will be given to payer of freight on record according to the bill of lading immediately upon the removal of the Intermodal Unit from the rail car. If the bill of lading is incomplete, notification may be delayed. The payer of freight is responsible to immediately remedy incomplete notification information. The day notice is given is referred to as the "Day of Notification".
- c. **Free Days:** Free Days commence at 12:01 A.M. Central Time on the day following the Day of Notification to the payer of freight on record according to the bill of lading. For containers, whether the container is mounted on a chassis following removal from the railcar does not affect the commencement or running of Free Days.
- d. **Domestic Intermodal Equipment, Free Days:** Domestic Intermodal Equipment receives the Day of Notification plus the immediately-following 3 (three) calendar days as Free Days.
- e. **International Intermodal Equipment, Free Days:** International Intermodal Equipment receives the Day of Notification plus the immediately-following four (4) calendar days as Free Days.

**SECTION II  
STORAGE RULES AND CHARGES**

**STORAGE OF SHIPMENTS MOVING IN OR ON TOFC/COFC.[C][I]** (continued)

***ITEM 160***

f. **Storage Days:** Storage Days for both Domestic Intermodal Equipment and International Intermodal Equipment will commence at the first 12:01 A.M. Central Time following the last Free Day for that Intermodal Equipment, and will continue until the Intermodal Equipment is picked up by the customer or its agent, or until abandonment and disposition is effectuated under Item 165.

g. **Charges for Storage Days:**

- |                               |   |
|-------------------------------|---|
| i. <b>Storage Days: 1-5</b>   | \$100.00 per Intermodal Unit, per Storage Day |
| ii. <b>Storage Days: 6-9</b>  | \$225.00 per Intermodal Unit, per Storage Day |
| iii. <b>Storage Days: 10+</b> | \$350.00 per Intermodal Unit, per Storage Day |

C. **FLIP CHARGE:** \$100.00 will be assessed for each Flip performed.

**SECTION II  
STORAGE RULES AND CHARGES**

**INTERMODAL SHIPMENT AND EQUIPMENT STORAGE [C][I]**

**ITEM 165**

**A. DEFINITIONS:**

- a. **“Intermodal Equipment” and “Intermodal Unit”:** The terms “Intermodal Equipment” and “Intermodal Unit”, as used in this Item, mean either an intermodal shipping container or trailer, of any length, loaded or empty, or a trailer chassis used for moving intermodal containers.
- b. **“Domestic Intermodal Equipment”:** The term “Domestic Intermodal Equipment”, as used in this Item, means Intermodal Equipment greater than or equal to 48 feet in length; Intermodal Equipment trailers of 28, 40 or 45 feet in length; and 40-foot bulk tank containers.
- c. **“International Intermodal Equipment”:** The term “International Intermodal Equipment”, as used in this Item, means Intermodal Equipment and Isotanks less than or equal to 45 feet in length, but not including Intermodal Equipment trailers or bulk tank containers that are included in the definition above of Domestic Intermodal Equipment.
- d. **“Merchant Haulage”:** With respect to International Intermodal Equipment, the term “Merchant Haulage”, as used in this Item, means transportation arrangements by which the responsibility of the ocean carrier bringing the Intermodal Unit to the border of the United States (including a freight forwarder or non-vessel-operating common carrier that issued a bill of lading to a consignor or beneficial owner of freight) for completing delivery of the Intermodal Unit ends upon deramp of the shipment from KCS’s train, and the consignor, consignee, beneficial owner of the goods or other party other than the ocean carrier bringing the Intermodal Unit to the border of the United States bears responsibility for completing delivery to a destination off KCS’s property following deramp of the Intermodal Unit from the train.

**B. APPLICABILITY:**

- a. This Item applies at all of the following KCS Intermodal facilities: Jackson, MS; Kansas City (International Freight Gateway), MO; Kendaleton, TX; Laredo, TX; and Wylie, TX.
- b. This Item applies to all Intermodal Equipment at the above-named KCS Intermodal facilities, including to private and rail-controlled Intermodal Equipment, and to trailer chassis used for moving intermodal containers that arrive at the above-named KCS Intermodal facilities by rail or by road.

**C. ABANDONMENT OF INTERMODAL UNIT COVERED BY BILL OF LADING**

If an Intermodal Unit, loaded or not, remains on KCS property for forty-five (45) or more days following in-gate without valid shipping instructions for movement by KCS, or for forty-five (45) or more days following deramp from the train following a revenue service move by KCS, the Intermodal Unit is deemed to be abandoned.

For shipments in International Intermodal Equipment containers, it is the responsibility of KCS’s linehaul payer of freight to notify KCS of and to provide KCS proper contacts for the beneficial cargo owner, if the service is sold to destination as Merchant Haulage, in order that KCS can direct the notices under this Item to the proper party.

If the Intermodal Unit has not moved from KCS property by the sixteenth (16<sup>th</sup>) day without valid shipping instructions following its in-gate or by the sixteenth (16<sup>th</sup>) day following its deramp, KCS shall notify KCS’s linehaul payer of freight that the Intermodal Unit remains on KCS property; that the Intermodal Unit will be considered abandoned and will be sold or otherwise disposed of according to the terms of the bill of lading, this tariff, any applicable contract and any applicable Association of American Railroads rules, in a manner intended to minimize economic loss to the linehaul payer of freight and/or beneficial cargo owner from abandonment of the Intermodal Unit, if the Intermodal Unit is not removed from KCS property prior to the

## SECTION II STORAGE RULES AND CHARGES

### **INTERMODAL SHIPMENT AND EQUIPMENT STORAGE [C][I]** (continued)

*ITEM 165*

expiration of forty-five (45) days from in-gate or deramp, as applicable; and that the Intermodal Unit will accrue additional charges until it is removed or is sold or disposed of under this Item.

If the Intermodal Unit remains on KCS property for thirty (30) days without a valid shipping instruction following in-gate or after 30 days following its deramp, KCS will notify KCS's linehaul payer of freight (or, for Merchant Haulage movements in International Intermodal Equipment containers, the beneficial cargo owner as provided by KCS's linehaul payer of freight after first abandonment notification) that the Intermodal Equipment and any cargo it contains will be considered abandoned after 45 days from in-gate or deramp, as applicable, and a public or private sale, donation or destruction of goods will be scheduled for that date without further advance notice.

If the Intermodal Unit remains on KCS property after 45 days from its in-gate without forwarding instructions or its deramp, as applicable, KCS will notify KCS's linehaul payer of freight (or, for Merchant Haulage movements in International Intermodal Equipment containers, the beneficial cargo owner) after the equipment and any cargo it contained has been sold, donated or destroyed. For Merchant Haulage movements, KCS's linehaul payer of freight will be notified of the availability of their empty container for immediate retrieval (outgate or reposition via bill of lading) from KCS property.

Any proceeds of sale of Intermodal Equipment or its cargo will be applied against the sale costs and expenses, storage, detention or other transportation charges assessed against the Intermodal Equipment and cargo. Any remaining balance of such charges will be sought from KCS's linehaul payer of freight or beneficial cargo owner, as applicable. If the proceeds of the sale exceed the sale costs and expenses, storage, detention and other transportation charges assessed against the Intermodal Equipment and cargo, KCS will remit to KCS's linehaul payer of freight or beneficial cargo owner the difference between such proceeds and such charges.

Shipper or consignee must mitigate damage by accepting a damaged shipment unless the shipment is totally worthless and is without salvage value. Shipper or consignee may not abandon damaged or partially damaged shipments to the rail carrier when the damaged shipments retain any value. Product that is abandoned to the rail carriers shall be sold for account of the beneficial owner or otherwise disposed of.

For purposes of determining the proceeds of sale of any Intermodal Equipment container or trailer sold intact, the value of such equipment will be determined according to the principles of Section L of the AAR Intermodal Interchange Rules Including Billing and Repair Procedures, issued by the Association of American Railroads, effective November 29, 2021. See, if available, <https://www.aar.com/standards/IntermodalOperations-interchange-rules.html>.

For purposes of determining the proceeds of sale of any Intermodal Equipment container or trailer sold for scrap, the value of such equipment will be determined according to the weight of steel and the weight of aluminum comprising the Intermodal Equipment container or trailer and the salvage value rates set in accordance with the Association of American Railroads Office Manual of AAR Interchange Rules as those values have been updated most recently by the Association of American Railroads.

If the Intermodal Unit is loaded with perishable property and, following arrival on KCS property and KCS's linehaul payer of freight's or consignee's failure to provide for promptly removing the unit from KCS property, disposition of the lading more quickly than set forth above is necessary to preserve economic value of the lading or to minimize economic loss to the beneficial cargo owner, KCS will notify KCS's linehaul payer of freight and take steps to dispose of the lading promptly to limit further deterioration thereof.



## SECTION II STORAGE RULES AND CHARGES

### **INTERMODAL SHIPMENT AND EQUIPMENT STORAGE [C][I]** (continued)

**ITEM 165**

If it is not possible through KCS's reasonable efforts to sell an Intermodal Unit or its cargo or both, but it is possible to donate the Intermodal Unit or its cargo or both to avoid having to pay disposal cost, KCS will donate the unit or its cargo or both. If it is not possible, through KCS's reasonable efforts, to sell or donate an Intermodal Unit or its cargo or both, KCS will dispose of the material that cannot be sold or donated.

#### **D. Abandonment of Intermodal Unit Received for Storage or Non-Revenue Service**

Should an Intermodal Unit remain on KCS property for 60 or more days following date of last in-gate for purposes of non-revenue service (*i.e.*, empty storage or a chassis pool), the Intermodal Unit is deemed to be abandoned. The units in this classification are all considered either empty or bare. If the Intermodal Unit has not moved by the forty-fifth (45<sup>th</sup>) day following its date of last in-gate for purposes of non-revenue service on KCS property, KCS will notify the payer of freight on the prior movement waybill (in the case of empty storage of a container) or the owner of the equipment mark (in the case of a chassis). If the Intermodal Unit has not been removed from KCS property by the sixtieth (60<sup>th</sup>) day following its date of last in-gate for purposes of non-revenue service, the Intermodal Unit will be deemed abandoned and KCS may, in its sole discretion, sell the Intermodal Unit and any lading that it contains to recover sale costs and expenses, storage, detention or other transportation charges assessed against the Intermodal Equipment.

#### **E. MYKCS On-Line Payment System for Intermodal Unit Storage**

KCS's online storage payment portal located on our customer site, MYKCS, will only accept payments from one corporate entity per storage cycle (first notification to outgate). Splitting a storage invoice between multiple payers will not be permitted.

A guaranteed payer of storage will be responsible for all storage charges for units on which they are listed as a payer of freight on the line-haul waybill. All guarantees must be made via prior agreement with KCS or via the MYKCS Intermodal Storage Portal. Guarantees via third parties on behalf of a linehaul payer of freight will not be permitted.

There are two types of non-guaranteed payers. The first type of non-guaranteed payer is a KCS shipper that is indicated as the line-haul payer of freight on the given unit. That type of non-guaranteed payer will have the option of reviewing via an online portal and electing to pay certain units, via credit card only) or to guarantee the units and pay on KCS account terms.

The second type of non-guaranteed payer is the shipper, receiver, consignor, consignee, broker, warehouseman, or third party logistics provider with respect to the given unit, but does not appear as KCS's line-haul payer of freight on the waybill. This type of non-guaranteed payer will have the option of reviewing via the online portal and electing to pay a given unit via credit card only. Storage charges by this type of non-guaranteed payer are the ultimate responsibility of KCS's line-haul payer of freight on the waybill. If this second type of non-guaranteed payer does not make proper payment to KCS, KCS will seek any outstanding storage charges from KCS's line-haul payer of freight.

**SECTION III  
EXPORT RULES AND CHARGES**

**FREE TIME ALLOWANCE AND CHARGES ON RAILCARS FOR  
EXPORT TO MEXICO**

**ITEM 170**

*To ensure the efficient movement of cross-border shipments, KCS requires timely submission of accurate Customs information. Fees for Customs documentation deficiencies - "Document Delay" - will be assessed to shipments that exceed allowed Free Time, and will apply in addition to applicable set-off, switching and asset use charges.*

Subject to the provisions of Note 1, allowed Free Time for rail cars being exported into Mexico on loaded revenue or empty revenue waybills will be as follows:

- (a) Seventy-two (72) hours Free Time will apply, beginning at the first 07:01 AM occurring after both (i) The Kansas City Southern Railway Company issues the "Despacho Previo" Notification, and (ii) the time that the car(s) first enter(s) a point in one of following states: Iowa, Nebraska, Illinois, or Tennessee.
- (b) Forty-eight (48) hours Free Time will apply, beginning at the first 07:01 AM occurring after both (i) The Kansas City Southern Railway Company issues the "Despacho Previo" Notification, and (ii) the time that car(s) which did not qualify for seventy-two hours of Free Time under paragraph (a) immediately above enter(s) a point in one of the following states: Kansas, Oklahoma, Missouri, Arkansas, Alabama, Mississippi, or Louisiana.
- (c) If the shipment originates at a point in Texas, twenty-four (24) hours Free Time will apply from the first 07:01 AM occurring after The Kansas City Southern Railway Company issues the "Despacho Previo" Notification.

Holidays specified in Note 3, will be excluded in the computation of Free Time.

Document Delay charges will be assessed after the expiration of Free Time. Days after the lapse of Free Time are referred to as Chargeable Days.

Document Delay charges of \$318.00 per car per day, or fraction thereof, will be assessed until car has cleared customs and is Released for entry into Mexico. (Subject to Notes 1 through 6 and Exceptions 1 and 2, of this item).

Cars cleared under both the pedimento document and the NIU (Mexican Customs unique identification number) will not be placed on hold. However, if a car(s) is not Released within the allowed Free Time, all applicable charges must be paid by the US Freight Forwarder using Despacho Previo Tool on the KCS website before the car(s) can be Released. Shipper or Shipper's representative shall be responsible for ensuring through a Broker or an attorney that the pedimento is scanned by Mexican Customs in order to auto Release the car(s). If for any reason an auto Release of the car(s) is requested to be cancelled, the Shipper or Shipper's representative is responsible for providing notice to KCS at (956) 721-5704 or (866) 551-0129, instructing cancellation of Release, followed immediately by written instruction to stop the car(s) prior to entering into Mexico.

If an auto Release is requested to be cancelled, charges shall be assessed to the Shipper as follows:

- a. Document Delay charges will start without any further Free Time allowed;
- b. Setout charge as provided in Item 180 of this tariff (including supplements hereto and successive reissues hereof) will apply;
- c. Demurrage charges as provided herein will apply; and
- d. Diversion and Reconsignment charges, as provided in the applicable tariff(s), will apply.

All applicable charges must be paid before the car(s) can be re-Released.

**SECTION III  
EXPORT RULES AND CHARGES**

**FREE TIME ALLOWANCE AND CHARGES ON RAILCARS FOR  
EXPORT TO MEXICO (continued)**

**ITEM 170**

**Note 1** - Free Time will be forty-eight (48) hours for unit trains of seventy (70) or more cars of Grain or Soybeans (STCC 01-1xx-xx), Soybean Meal (STCC 20-9xx-xx), Distillers Dried Grains (STCC 20-8xx-xx), and under the following STCCs: STCC 20-4xx-xx, STCC 20-6xx-xx, and STCC 20-82x-xx.

**Note 2** - "Despacho Previo" Notification will be sent electronically (i.e., via fax or email) or provided by KCS to the Consignee or party entitled to receive Notification, when the car enters KCS custody or BNSF system through interchange or shipper Disposition. Notification will not be delayed for shipments requiring weighing or lacking freight rate information. Free Time for shipments lacking Broker information or with billing errors in the Broker information will begin at 07:01 AM following entrance of the shipment to the KCS system by interchange or shipper Disposition. Consignee, or party entitled to receive Notification, is responsible for providing KCS with the correct email address or fax number for such Notification. Any Document Delay or other charges resulting from delay in actual receipt of Notification due to an incorrect e-mail address or fax number for the Consignee, customer, freight forwarder or broker shall be the responsibility of the payor of freight.

**Note 3** - Holidays are: New Year's Day – January 1; Constitution Day – First Monday of February; Birthday of Benito Juarez – March 21; Good Friday – Friday before Easter Sunday; Dia del Trabajo – May 1st; Dia de la Independencia-September 16th ; Mexican Revolution – Third Monday of November; Christmas Day – December 25.

**Note 4** - Also subject to rules and regulations contained in Tariff KCS 9011 or 9012-series, supplements thereto and successive issues thereof whichever is applicable.

**Note 5** - If instruction to change shipment from export to a domestic shipment is received after the expiration of Free Time, indicating that car should be stopped and unloaded at the crossing at Laredo, TX rather than continuing across the border with car and lading intact, any "Document Delay" charges which accrued prior to instruction will be assessed AND diversion charge will be assessed as published in KCS 9213-series, supplements thereto and successive issues thereof. Upon arrival at the border crossing, car will be subject to demurrage provisions in Tariff KCS 6000-series, supplements thereto and successive issues thereof.

**Exception 1** - Finished auto parts moving to or from the OEM (Original Equipment Manufacturer) will not be subject to charges in this item.

**Exception 2** - Empty Private Cars returning to Mexico following a loaded movement out of Mexico will not be subject to charges in this item.

**SECTION III  
EXPORT RULES AND CHARGES**

**RAIL CARS SET OUT FOR CUSTOMS DOCUMENTATION**

***ITEM 180***

If KCS is required to hold or set out a rail car(s) in Laredo, TX due to incomplete or inaccurate customs documentation, a \$2,650.00 per car fee will be assessed.

If Free Time, as defined in Item 170, for completion of customs-required documentation for exportation of a rail car to Mexico has elapsed without notice to KCS that customs-required export documentation has been completed, and KCS determines that it is necessary to hold or set out the rail car(s) at a point other than Laredo, TX, due to incomplete or inaccurate customs documentation, a \$546.00 per car fee will be assessed.

If a rail car set out by KCS under this Item remains at the setout location for longer than fourteen (14) calendar days following setout, KCS may, at its discretion to prevent undue congestion, return the car to the Shipper or to the interchanging linehaul carrier via reverse route. If KCS does so, it will invoice the Shipper for the reverse route movement a percentage of the KCS rate or division for the outbound move equal to the percentage of the linehaul mileage to the Mexico border crossing from the point the car originated on KCS that the car actually moved prior to setout. For example, if the distance to the Mexican border crossing from KCS origin or linehaul interchange to KCS is 1000 miles, and the car was set out after moving 500 miles on KCS, the charge for the reverse movement would be one-half of the KCS rate or division for the outbound movement.

The charges set forth in this Item will be billed to the Shipper shown on the bill of lading or to the Shipper's agent, acknowledged to KCS by both the Shipper and the agent as being the party responsible for preparing customs documentation for the Shipper's shipments billed for export of Mexico.

**SECTION IV  
LOCOMOTIVE DETENTION CHARGES**

**LOCOMOTIVE DETENTION CHARGES**

**ITEM 200**

**CHARGE:** \$3,000.00 per unit train locomotive consist per day or fraction thereof upon expiration of free time, noted in C. below, until all cars of the unit train are released to KCS as empty.

**APPLICATION:**

- A. This item applies only on STCC  
Crushed or Broken Stone or Riprap 14-2XX-XX
- B. Applies on all unit trains of commodities specified in paragraph A immediately above at locations specified in paragraph F below where locomotives are left connected to cars for unloading regardless of car ownership or equipment type.
- C. 36 hours free time will be allowed commencing with Actual Placement of the unit train at destination.
- D. Normal credits and debits are not applicable under this Item.
- E. Unit train locomotive detention will apply seven (7) days a week except for:
1. New Year's Day (January 1)
  2. Memorial Day (last day in May)
  3. Independence Day (July 4<sup>th</sup>)
  4. Labor Day (first Monday in September)
  5. Thanksgiving Day (fourth Thursday of November)
  6. Day after Thanksgiving (fourth Friday of November)
  7. Christmas Eve (December 24<sup>th</sup>)
  8. Christmas Day (December 25<sup>th</sup>)
  9. New Year's Eve (December 31<sup>st</sup>)

If New Year's Day, Independence Day or Christmas Day fall on a Sunday, the following Monday will be observed.

- F. Applies only to destinations located in Louisiana.

**END PAGE**

EXPLANATION OF ABBREVIATIONS USED IN THIS TARIFF		EXPLANATION OF REFERENCE MARKS USED IN THIS TARIFF	
ABBREVIATIONS	EXPLANATION	REFERENCE MARKS	EXPLANATIONS
AL	Alabama	[A]	Denotes Addition
AR	Arkansas	[C]	Item contains changes; provisions formerly shown herein and not brought forward are hereby cancelled.
Ave.	Avenue	[R]	Denotes Reduction
BOE	Bureau of Explosives	[I]	Denotes increase, except as otherwise noted
Co.	Company	[NC]	Change resulting in neither increase nor reduction in rates.
i.e.	That is		
IA	Iowa		
IL	Illinois		
Inc.	Incorporated		
KS	Kansas		
LA	Louisiana		
MO	Missouri		
MS	Mississippi		
NE	Nebraska		
No.	Number		
Nos.	Numbers		
NSO	National Service Order		
OK	Oklahoma		
PPT	Perishable Protective Tariff		
PT	Port		
RER	Railway Equipment Register		
RIC	Railinc		
Ry	Railway		
St.	Street		
St. L	St. Louis		
TN	Tennessee		
TOFC/COFC	Trailer/Container on Flat Car		
TX	Texas		
Viz.	Namely		

- The End -