



**CONDITIONS FOR MOVEMENT  
PRIVATELY OWNED RAILROAD CARS ON AMTRAK**  
**Effective – June 1, 2007**

This document supersedes all tariffs and/or conditions for movement of privately owned railroad cars on Amtrak trains. Privately owned railroad cars may be moved on certain Amtrak trains as follows:

**A. GENERAL CONDITIONS**

1. Amtrak will attempt to accommodate Privately Owned Rail Passenger Cars (Private Cars) on its trains, but reserves the right to refuse any request; which in Amtrak's judgment would cause a delay in movement of one of its trains or results in any unusual additional costs. Amtrak shall be the sole judge of which trains can accommodate private cars, between which points they may be moved and on what dates they can be handled. Operation of cars must be conducted in a safe manner and not to the detriment of Amtrak's other customers or operations.
2. Private Car Owners/Operators shall be fully cognizant of all appropriate safety rules and standards governing their conduct in and about railroad property and equipment. Passengers traveling on private cars must be made aware of these safety standards and the actions of the Owners/Operators should set the example for passengers and guests.
3. The instructions of Amtrak personnel are to be adhered to at all times.
4. Privately owned rail cars on Amtrak trains must be accessible to Amtrak operating crews and supervisory personnel responsible for Amtrak operations.
5. When occupied private cars are traveling on Amtrak, the following criterion applies:
  - a) A person-in-charge will be identified for all private car moves. The person-in-charge of the private car *must* be identified on the private car movement request form when it is submitted to Amtrak's System Operations Department and their name indicated on the *Passenger Name Record* (PNR).
  - b) The person-in-charge of the private car *must* meet with the Conductor at the originating point of their trip and they *must* discuss the emergency plan for the private car. In addition, they *must* discuss the evacuation plan along with a method of communication in the event of an emergency.
  - c) The person-in-charge of the private car *must* also complete a new Form NRPC 3160 *Private Car Passenger Record* (see attachment 2) that identifies all passengers that will be on-board the private car. The person-in-charge will give the completed form(s) to the Conductor, who will place these document(s) in the *Train Collections Pouch*. If the NRPC 3160 form is unavailable, form NRPC 3085 *On-Board Passenger Record* may be substituted.
  - d) The person-in-charge of the private car *must* not be under the influence of alcohol or drugs throughout the trip.
  - e) In the event that a Private Car Owner cannot meet these requirements, Amtrak will provide an additional crew member to accompany the car at the Owners' expense.
6. Private cars that are in the consist of a regularly scheduled Amtrak train should be afforded the same services that are provided to that train consist. This includes: water, wet ice and car wash where applicable.
7. Amtrak reserves the right to change the conditions and rates contained herein at any time. Movements confirmed prior to any such changes will be honored at the rates quoted at that time. Operating conditions may require changes in consist position, **days of operation, routing, etc.**
8. A written notice must be provided whenever a Private Car Owner allows another individual use of his/her private car. Authorization of this type of agreement must be submitted to Amtrak's System Operations Department prior to movement and if the person using the car defaults on payment, the Owner is liable.

9. Radios that have the capability of transmitting on frequencies that are assigned for use in railroad operations must only be used in the event of an emergency. All Owners/Operators/Persons-In-Charge must read the special instructions that govern the use of railroad radios by other than railroad employees (see attachment 3). They must understand and comply with these instructions and submit a signed copy of this document that will be kept on file in the Manager of Private Car Operations office in CNOC.
10. For the purposes of this tariff, the term "Owner" defines the Owner, Lessee or Operator of a Private Car.

**B. INSURANCE AND LIABILITY**

1. Owner shall assume all costs of repairs to or replacement of his/her equipment made necessary as a result of damage or destruction occurring while the private car(s) are on Amtrak trains or property or on the property of another railroad.
2. Private Car Owners must procure and maintain the types of insurance specified below and provide a Certificate of Insurance giving evidence that the required insurance is in place prior to movement of the car:
  - a) Workers Compensation Insurance complying with the statutes of the jurisdiction(s) in which the private car will be transported, covering Owner and all employees of the Owner if applicable. Employer's liability coverage with limits of liability of not less than \$1,000,000 each accident or incident shall be included.
  - b) Property Insurance issued to and covering Owner's interest in the private car and its contents against all risk or perils of physical loss or damage. Amtrak is to be named as an additional insured as its interest may appear with respect to its care, custody, and control (including movement) of the private car. The limits under this policy shall be equal to Owner's declared replacement value of the private car.
  - c) General Liability Insurance issued to and covering liability imposed upon the Private Car Owner with respect to the ownership, use and movement of the private car and with respect to all obligations assumed by Owner under these conditions. Products and completed operations, independent contractors, and contractual liability (with all railroad exclusions thereto deleted) coverage's are to be included. Amtrak is to be named as an additional insured with respect to movement of the car, and the policy shall contain a waiver of subrogation against Amtrak. This insurance shall have combined single limits of not less than \$2,000,000 per occurrence.
  - d) All of Owner's Insurance policies provided under the requirements of this section B. shall contain a waiver of all rights of subrogation against Amtrak, its operating carriers, station and terminal companies, its contractors and other railroads on whose right of way or property Amtrak operates, and their respective employees, agents, contractors or servants. Amtrak reserves the right to procure or require an Owner to procure, at Amtrak's option but at Owner's expense, Excursion Liability Insurance when Amtrak believes extraordinary liability circumstances exist.
  - e) Certificates of Insurance shall be submitted to:

Amtrak  
Manager – Risk Management  
60 Massachusetts Avenue, N.E.  
Washington, DC 20002
3. Without a valid Certificate of Insurance on file, a movement request will not be accepted or considered.
4. By requesting movement of a private car:
  - a) Owner agrees to defend, indemnify and save harmless Amtrak, its operating carriers, contractors, station and terminal companies, and their respective officers, employees, agents or servants (collectively, the "Indemnitees"), irrespective of any negligence or fault on their part, or howsoever the same shall occur or be caused, from any and all claims, liabilities, damages, or expenses of any kind, including attorneys' fees, for injury to or death of Owner's employees, agents, servants, passengers, invitees or contractors, and loss, damage or destruction to any of its or their property which would not have been incurred but for the use, occupancy, parking, storage, handling or movement of the car;

- b) Unless the death, injury, damage, or destruction is caused by the negligent acts, errors or omissions of Owner, his employees, passengers, invitees, agents, servants, or contractors, Amtrak agrees to defend, indemnify, and save harmless the Owner from any and all claims, liabilities, damages, or expenses of any kind, including attorneys fees, for injury to or death of all persons other than persons identified in (a) above and for loss, damage, or destruction to all property other than property identified in (a) above, including for death or injury to employees of the Indemnitees or damage or destruction to the property of the Indemnitees.
  - c) The Owner shall ensure the compliance of all private car passengers and crew with the immigration and customs laws of each state and country from, through, and to which a private car is operated. The Owner will defend, indemnify and hold Amtrak harmless from and against any loss, damage or expense incurred or suffered by Amtrak due to any failure of such compliance. Amtrak shall have no liability for any loss, damage or expense incurred by the Owner, passengers or crew with respect to the obtaining of entry or exit documents or the compliance with any applicable laws.
5. Amtrak will assume no obligation or liability when a private car itinerary is turned down regardless of any advertised solicitation or representation made by the Owner, prior to Amtrak itinerary approval or when events beyond Amtrak's control prevent the movement of the car, including when an operating carrier refuses movement after the itinerary is approved. Likewise, Amtrak will assume no obligation or liability for the level of service provided by private car Owners/Operators to private car passengers.

### **C. STANDARDS AND INSPECTIONS**

1. Private Car Owners are responsible to ensure that their passenger equipment meets all applicable legal requirements, including the passenger equipment safety standards specified in Part 238 of Title 49 of the Code of Federal Regulations. Private cars must also meet Amtrak mechanical and engineering standards, which include successful completion of calendar day as well as periodic inspections. Amtrak will be the sole judge of acceptance; however, Amtrak will accept certifications from approved third parties. For details of Amtrak standards and requirements, please contact the Amtrak System Operations Department. Private Car Owners must maintain a copy of the inspection record and produce such documentation if requested by Amtrak or authorized regulatory personnel.
2. Private car inspections will be done at a facility and time mutually agreed upon between Amtrak and Owner. All costs associated with inspections will be borne by the Owner. The Owner shall pay Amtrak any costs incurred to perform emergency enroute repairs or provide other non-routine services requested by the Owner or that Amtrak determines are necessary to permit continued movement of a car.
3. Amtrak, where feasible, will provide running repair services at its facilities and provide cost estimates to the Owner prior to initiating repairs. Shop maintenance and/or overhaul may be also provided when and where feasible.
4. No movement request will be processed for private cars that have expired annual inspection dates 14 days prior to movement or for cars that will go out of date prior to the end of the trip that the movement request covers.
5. Fines and penalties assessed by any regulatory agency as a result of a failure to comply with applicable regulatory requirements will be the sole responsibility of the Private Car Owner.

### **D. MOVEMENT REQUESTS**

1. All requests for movement on Amtrak trains must be received in writing on a fully completed Amtrak Private Car Movement Request Form - NRPC 2208 (see attachment 1). Requests in compliance with these conditions may be made up to one year in advance but no later than 14 calendar days prior to the date of the first car movement. Amtrak will only honor requests for car movement from the Car Owner(s) or their authorized representative. The request must be transmitted to Amtrak's System Operations Department.
2. Amtrak may, at its discretion, approve movement of private cars on trains that would not normally be allowed. Rates and other charges associated with such movements will be established by Amtrak and may differ from those shown under "Rates". Certain other restrictions may apply.

3. Within 72 hours of receipt of a Car Movement Request, Amtrak's System Operations Department will notify the requestor that the movement request has been received. However, if the Owner/Operator has an outstanding balance that exceeds 30 days past due or, **if the annual car administrative fee is due** or, if their insurance coverage or mechanical inspections are not up to date, the Owner/Operator will be informed that the move will not be considered until all outstanding issues have been **resolved**.
4. Amtrak will notify the Owner/Operator of the approval or denial of any movement that is requested 30 calendar days or more before departure by the 14th calendar day prior to the commencement of the move. In cases of long lead-time requests (i.e. 60 calendar days or more in advance), Amtrak will provide a response indicating the feasibility of the movement within 30 calendar days of receipt of the request. Unplanned track work, service disruptions or other operational problems affecting Amtrak and/or the host railroads may result in last minute cancellations or changes to previously approved movements.

#### **E. CHARGES, PENALTIES AND PAYMENT PROCEDURES**

1. Movements of private cars will be charged a mileage rate per car mile with a minimum charge, both as established by Amtrak and as shown under "Private Car Rates" on the following pages.
2. All charges are subject to revision or change.
3. The total private car invoice is payable in full, fourteen days prior to movement or within seven days of receipt of invoice. All subsequent movement requests will not be processed for anyone who has an outstanding balance of 30 days or more.
4. When Amtrak incurs any additional costs in order to switch a private car(s), these charges will be paid by the Owner/Operator. This includes but is not limited to using extra crews, retaining crews on overtime or calling crews early for their assignment.
5. When movement of a private car necessitates the addition of an extra locomotive, an additional charge will be assessed.
6. Changes to a confirmed itinerary that are requested by an Owner in writing, will be considered by Amtrak, if operationally feasible. A charge will be assessed when a change is made within 14 calendar days of the initial date of movement for changes in date(s), train or itinerary, addition, reduction or substitution of car(s) (except where substitution is due to mechanical failure of the originally scheduled car) or partial cancellation. The penalties for such changes are detailed below:
  - 14 calendar days or earlier before confirmed departure:  
No Charge.
  - 7 to 13 calendar days prior to confirmed departure:  
10 percent of total invoice.
  - 1 to 6 calendar days prior to confirmed departure:  
25 percent of total invoice.
7. In case of a billing dispute, the Owner must identify specific charges that are being disputed. A credit will be issued if disputed charges are found in Owner's favor. The request for a credit, with all applicable supporting documentation, must be submitted in writing no later than 30 days after the completion of that trip or 30 days after the invoice is received.
8. **All Owners/Operators, who have an outstanding balance of over 30 days, will be charged a 2% per month late fee.**

#### **F. PARKING**

##### **Overnight Parking**

1. A parking charge will be applied for each day a car is at a location/facility at 12:01 am. A grace period of up to 48 hours is granted when a private car is being delivered from a foreign railroad and when the exact arrival date cannot be determined.

2. Passenger occupied parking will only be allowed in approved Amtrak locations.
3. No parking charges will be assessed at transfer points or terminals when cars are being held for the earliest connecting train or when a car remains in the consist at a turn-around location.
4. Amtrak will provide private car parking at its locations, where economically and operationally feasible and shall attempt to make parking and switching arrangements, as requested. However, this is subject to the concurrence and the conditions imposed by an operating railroad or Amtrak facility. Amtrak reserves the right to refuse any request, where facilities and switch engines are not readily available or unusual costs or delays would be incurred. Amtrak will determine the availability of when and where cars may be parked or switched.
5. At selected Amtrak facilities, Amtrak may permit, at its sole discretion, **overnight, monthly and short or long-term private car parking. Parking services may vary by location; however, the same rates will apply.** Contact Amtrak's System Operations Department for further details.
6. Special Event Surcharges may apply and will vary depending on the location, services requested and the services available at a particular facility. Costs of additional indemnification will also be passed on to the car Owner/Operator.

### **Monthly Parking**

1. Is defined as parking at an Amtrak location for a period of 30 days in duration.
2. Parking services may vary by location; however, the same rates will apply.

### **Short Term Parking**

3. Is defined as parking at an Amtrak location for a period greater than three months and not to exceed six months in duration.
4. Parking services may vary by location; however, the same rates will apply.
3. A lease/permit for this service must be signed by the Owner/Operator and approved by Amtrak and will be billed on a quarterly basis.

### **Long Term Parking**

1. Is defined as parking at an Amtrak location for a period greater than six months.
2. Parking services may vary by location; however, the same rates will apply.
3. A lease/permit for this service must be signed by the Owner/Operator and approved by Amtrak and will be billed on a quarterly basis.

## **G. FUELING OF PRIVATE CARS**

1. If a private car requires fueling for a petroleum product (diesel or fuel oil), the Owner/Operator can either use a fuel vendor that is already under contract with Amtrak or select a fuel vendor that meets Amtrak's on-site fueling requirements. In either case, Amtrak must be provided with notice that fueling will be taking place. This requires information including the planned location for the fuel delivery, the name of the fuel vendor and if not, an Amtrak contracted vendor, a statement that the alternative fuel vendor meets all Amtrak fueling requirements listed in the next paragraphs. The Private Car Owner/Operator is also responsible for the clean up of any leak or spill of fuel and appropriate notice, if necessary, to the applicable local, state and federal environmental agencies with copies provided to Amtrak.
2. Vendors providing fuel services must take all precautions to prevent any spillage during the transfer of fuel to the private car's petroleum storage tank. Private cars should only be fueled in an appropriate area with the use of drip pans or track pads, whenever possible. No fueling should take place near any storm drains or open water channels without the use of spill containment equipment.

Fuel vendors are required to provide, carry and use the following spill equipment:

- Suitable fueling containment funnel
  - 5-gallon bucket or collection receptacle
  - Oil absorbent materials
  - Compatible delivery equipment, including all fittings and adaptors
3. The person-in-charge of the private car should be present when the car is being fueled by a vendor to insure that these policies are adhered to.
  4. During the transfer of fuel to the private car, the fuel vendor must check the tank levels prior to fueling, continuously monitor the fuel delivery operation, never top off a tank, and make sure all equipment is in operating order and position the spill collection material around the fill pipe. The fuel vendor shall train their employees on the proper fueling technique for private car petroleum tanks and can use the Amtrak training video "Amtrak's Proper Locomotive Fueling Techniques" as part of this required training.
  5. In the event of a spill, the fuel vendor must immediately cut-off fueling, use the spill equipment to contain and absorb the spill, immediately contact the Private Car Owner/Operator and Amtrak personnel on-site and complete the spill clean-up including the disposal of any contaminated soil, ballast or other material by a licensed hazardous waste firm.

#### ***H. ANNUAL CAR ADMINISTRATIVE FEE***

1. An annual car administrative fee of \$250 per car is due between January 1st or 30 days prior to the first move for that private car in the calendar year. This is a per car fee and no multiple car discounts will be allowed.
2. No moves will be considered if this fee is not paid in full.
3. Each private car that operates on Amtrak must pay this fee and there will be no substitution of cars.

#### ***I. FREQUENT TRAVELER OPTION***

1. A frequent traveler option is available for a special rate of \$1.90 per mile. This special rate is for the operation of a single car only, which operates between the same city pair (round trip) for five trips in a calendar year.
2. This special rate must be paid in full prior to the first move and there will be no refund if the car does not make these trips in the same calendar year.
3. Additional cars will operate under the regular tariff rates and there will be no additional discounts for multiple cars.
4. Substituting cars is not permitted.



(Attachment 1)

# Private Car Movement Request

Date / /	Name of Owner/Operator	Telephone Number - -	Cell Phone Number - -
Street Address		Car Cell Phone Number - -	Person in Charge Cell Phone Number - -
City	State	Zip Code	E-Mail

	Amtrak Car No.	Car Name	Person in Charge of Car	UMLER No.	Brake System
Car A					
Car B					
Car C					
Car D					

## Itinerary

Car(s) Position	Train	Date	Origin Code	Dest. Code	Location Board/Detrain	Parking/Layover			Other Services
						Dead	Pwr	Occ	
		/ /				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		/ /				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		/ /				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		/ /				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		/ /				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
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		/ /				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		/ /				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

## Other Information

## Car(s) Current Location/Final Disposition

My signature below indicates that I wish to move my privately owned railcar on the Amtrak train(s) shown above. I understand that this movement request, if accepted, will be governed by the applicable provisions of the "Conditions for Movement of Privately-Owned Railroad Cars on Amtrak" effective June 1, 2007, including all amendments.

Printed Name	Signature	Date: / /
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**Submit Completed Form to:** Amtrak System Operations  
 CNOC  
 15 South Poplar Street  
 Wilmington, DE 19801

**FAX:** 302-683-2121  
**TEL:** 302-683-2297  
 302-683-2155

302-683-2110  
 302-683-2051



(Attachment 2)

# Private Car Passenger Record

**Conductor must place this completed form in the train pouch for each private car that is listed on the manifest. Complete as many forms as necessary to list all passengers.**

Date: / /	Train No.	Traveling From:	Traveling To:	Page of
Private Car Name:				PNR No.:
Person in Charge of Private Car:			Telephone Number (cell phone if available): - -	

## Passenger List

Passenger Name	Orig.	Dest.		Special Needs	Emergency Contact Information (Optional)
			<input type="checkbox"/> Adult <input type="checkbox"/> Child <input type="checkbox"/> Infant	<input type="checkbox"/> Mobility Impaired <input type="checkbox"/> Vision Impaired <input type="checkbox"/> Hearing Impaired	
			<input type="checkbox"/> Adult <input type="checkbox"/> Child <input type="checkbox"/> Infant	<input type="checkbox"/> Mobility Impaired <input type="checkbox"/> Vision Impaired <input type="checkbox"/> Hearing Impaired	
			<input type="checkbox"/> Adult <input type="checkbox"/> Child <input type="checkbox"/> Infant	<input type="checkbox"/> Mobility Impaired <input type="checkbox"/> Vision Impaired <input type="checkbox"/> Hearing Impaired	
			<input type="checkbox"/> Adult <input type="checkbox"/> Child <input type="checkbox"/> Infant	<input type="checkbox"/> Mobility Impaired <input type="checkbox"/> Vision Impaired <input type="checkbox"/> Hearing Impaired	
			<input type="checkbox"/> Adult <input type="checkbox"/> Child <input type="checkbox"/> Infant	<input type="checkbox"/> Mobility Impaired <input type="checkbox"/> Vision Impaired <input type="checkbox"/> Hearing Impaired	
			<input type="checkbox"/> Adult <input type="checkbox"/> Child <input type="checkbox"/> Infant	<input type="checkbox"/> Mobility Impaired <input type="checkbox"/> Vision Impaired <input type="checkbox"/> Hearing Impaired	
			<input type="checkbox"/> Adult <input type="checkbox"/> Child <input type="checkbox"/> Infant	<input type="checkbox"/> Mobility Impaired <input type="checkbox"/> Vision Impaired <input type="checkbox"/> Hearing Impaired	
			<input type="checkbox"/> Adult <input type="checkbox"/> Child <input type="checkbox"/> Infant	<input type="checkbox"/> Mobility Impaired <input type="checkbox"/> Vision Impaired <input type="checkbox"/> Hearing Impaired	
			<input type="checkbox"/> Adult <input type="checkbox"/> Child <input type="checkbox"/> Infant	<input type="checkbox"/> Mobility Impaired <input type="checkbox"/> Vision Impaired <input type="checkbox"/> Hearing Impaired	
			<input type="checkbox"/> Adult <input type="checkbox"/> Child <input type="checkbox"/> Infant	<input type="checkbox"/> Mobility Impaired <input type="checkbox"/> Vision Impaired <input type="checkbox"/> Hearing Impaired	
			<input type="checkbox"/> Adult <input type="checkbox"/> Child <input type="checkbox"/> Infant	<input type="checkbox"/> Mobility Impaired <input type="checkbox"/> Vision Impaired <input type="checkbox"/> Hearing Impaired	
			<input type="checkbox"/> Adult <input type="checkbox"/> Child <input type="checkbox"/> Infant	<input type="checkbox"/> Mobility Impaired <input type="checkbox"/> Vision Impaired <input type="checkbox"/> Hearing Impaired	

Signature of Conductor Receiving and Reviewing this Passenger List:	Date: / /
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# Amtrak Chief Transportation Office

October 26, 2003

## INSTRUCTIONS GOVERNING THE USE OF RAILROAD RADIOS BY OTHER THAN RAILROAD EMPLOYEES

These instructions govern the use of radios that have the capability of transmitting on frequencies that are assigned for use in railroad operations.

**All persons-in-charge of private cars with access to such radios must comply with the applicable operating rules of the railroad on which they are located. The following summary contains material from the Code of Federal Regulations 49CFR Part 220 that prescribes minimum requirements – railroads may adopt additional or more stringent requirements.**

**Non-railroad employees should transmit on railroad-assigned frequencies only when authorized to do so by the railroad, or in case of emergency.**

**Transmitting (220.31):** Before transmitting, listen long enough to make sure that the channel is not being used.

**Identification (220.27):** When transmitting or acknowledging, a radio communication must begin with the required identification. For mobile units, use the name or initials of the railroad and train or engine number, or words that precisely identify the mobile unit.

**Receiving (220.33):** Any information, instruction or advice received that could affect the safety of a railroad operation must be repeated to the transmitting party.

**Ending (220.35):** Use “Over” at the close of each transmission to which a response is expected. Use “Out” at the close of each transmission to which no response is expected.

**Emergency Radio Transmissions (220.47):** Initial emergency calls will begin with the words “Emergency, Emergency, Emergency”. Emergency calls must contain as much complete information as possible. Emergency calls have priority over all other transmissions and, unless answering or aiding the emergency call, do not send any communication until certain that no interference will result.

**Compliance with FCC Regulations (220.43):**

- **Malfunctioning radios must not be used. Internal adjustments must not be attempted by unqualified persons.**
- **False emergency transmissions, or those containing unnecessary or unidentified communication, or indecent language are prohibited.**

**I have read and understand the above instructions and I will insure compliance of these rules for myself, my staff/employees and all individuals traveling on the private car listed below.**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_/\_\_\_/\_\_\_ Private Car: \_\_\_\_\_