



TERMS AND CONDITIONS FOR MOVEMENT, MAINTENANCE AND STORAGE OF PRIVATELY OWNED RAILROAD CARS ON AMTRAK

Effective August 1, 2026

These Terms and Conditions for Movement, Maintenance and Storage of Privately Owned Railroad Cars on Amtrak (the "Terms and Conditions") supersede prior Conditions for Movement of Privately Owned Railroad Cars on Amtrak. Capitalized terms used herein shall have the respective meanings given to them at Appendix A to these Terms and Conditions.

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A. GENERAL CONDITIONS

1. Amtrak's primary objective is to operate its core scheduled train service safely, punctually, and efficiently. In every instance of Private Car movement/service requests, the needs of regularly scheduled Amtrak passenger trains and customers will take priority. All Private Car services require prior Amtrak written approval, and are dependent on the availability of facilities, equipment, and resources. Private Car Owners or their Designees may request Private Car Moves or Private Car Parking using procedures and conditions referenced in these Terms and Conditions. However, Amtrak reserves the right to refuse any such request, including, but not limited to, requests which in Amtrak's sole judgment would cause safety issues, a delay in movement of Amtrak Trains, result in any unusual additional costs or difficulties, or are for a Private Car Owner Group or Occupant whose Private Car Moves have been curtailed in accordance with **Section M. COMPLIANCE**. Further, Amtrak shall have and may exercise any or all other rights and remedies it may have available under these Terms and Conditions, at law, in equity, or otherwise.
2. Amtrak shall be the sole judge of which Amtrak Trains and Amtrak Property can accommodate requested Private Car Moves or Private Car Parking, between which points Private Cars may be moved, and on what dates Private Cars can be accommodated. Operation of Private Cars must be conducted in a safe manner and not to the detriment of Amtrak's other customers or operations. Information regarding locations eligible to have Private Cars added or removed from Amtrak Trains is available on the Amtrak Private Car Website in the document titled "Private Car Switching Location Table."
3. Amtrak, in the exercise of its sole judgment, reserves the right to deny access to private equipment operated by other carriers, should a condition exist that prevents the Private Car, Private Car Owner, Private Car Owner Group, Private Car Designee, or anyone affiliated with these entities from accessing Amtrak Property or utilizing Amtrak resources.
4. It is the responsibility of the Private Car Owner, Private Car Owner Group and/or Persons-in-Charge to be fully cognizant of and governed by all applicable safety, security, operational and other rules and standards governing their conduct in and about railroad property and equipment, which at a minimum includes safety rules and standards issued (1) by Amtrak, available on the Amtrak Private Car Website, (2) by each host railroad on which the Private Car is located, (3) by the Association of American Railroads (AAR) and its corresponding members, (4) by any applicable agencies having jurisdiction over the Private Car or the Private Car Move, such as the Federal Railroad Administration (see applicable parts of 49 CFR Parts 200-299), and (5) by United States Department of Transportation (U.S. DOT). If there is a conflict between one rule or standard and another rule or standard, the more restrictive rule or standard, in the sole determination of Amtrak, will apply.
5. The Private Car Owner, Private Car Owner Group and/or Person-in-Charge are responsible for compliance with any local, state, or federal environmental rule or regulation including,

but not limited to, the proper management of any hazardous materials and universal wastes.

6. Fines and penalties assessed by any regulatory agency resulting from a failure to comply with applicable regulatory requirements will be the sole responsibility of the Private Car Owner.
7. The Private Car Owner, Private Car Owner Group and/or Person-in-Charge must inform Occupants of all applicable safety and operating rules and guidelines, including those described above, and the actions of the Private Car Owner Group and/or Person-in-Charge must set a positive example for all Occupants.
8. The instructions of Amtrak personnel are to be adhered to at all times and shall supersede the instructions of others, including the Private Car Owner, Private Car Owner Group and/or the Person-in-Charge. Amtrak reserves the right to change the terms and rates contained herein at any time. Private Car Moves confirmed prior to any such changes will be honored at the rates contained in the confirmation. Operating conditions may require changes to a Private Car Move including but not limited to consist position, days of operation, and routing. Amtrak has the right to prohibit the Private Car from operating with Amtrak until any debt incurred by the Private Car Owner is paid in full.
9. Private Cars on Amtrak Trains or on Amtrak Property must always have safety appliances such as hand brakes accessible to Amtrak operating crews and personnel responsible for Amtrak operations.
10. Private Cars that are in the consist of a regularly scheduled Amtrak Train will be afforded the same services that are provided to that Amtrak Train consist, provided these services do not delay or hinder the overall operation of the train. This includes water, septic, and car wash, where applicable.
11. 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 or at the specific instruction of Amtrak personnel. The Private Car Owner Group and Person-in-Charge must read, understand, and comply with the special instructions that govern the use of railroad radios by individuals other than railroad employees.
12. The Private Car Owner Group, Person-in-Charge, and/or Occupants shall not offer or cause to be offered to any Amtrak employee any Business Courtesies.
13. For each Private Car Move, the following additional rules apply:
 - The Person-in-Charge must meet with the Amtrak Conductor at the originating point of the Private Car Move to determine a method of communication to be used during the Private Car Move. In addition, they must discuss the emergency plan and evacuation plan for the Private Car Move.

- The Person-in-Charge must give a completed Passenger Name Record (PNR) & Form NRPC 3160 to the Amtrak Conductor. Form NRPC 3160 Private Car Passenger Record (available on the Amtrak Private Car Website) identifies all Occupants during each Private Car Move segment. Form NRPC 3160 must be filled out and emailed to specialmovesmanifest@amtrak.com at least 24 hours before departure. A separate form must be submitted for each segment if there are different Occupants for the other segments in a PNR.
14. The Private Car Owner Group, if present, and the Person-in-Charge, must not be under the influence of alcohol or drugs throughout the Private Car Move, or at any time on Amtrak Property or host railroad property. Other Occupants must not be under the influence of alcohol or drugs outside of the Private Car, or at any time on Amtrak Property or host railroad property. The Private Car Owner, or if the Private Car Owner is not present, the Person-in-Charge, is responsible for enforcing this provision.

B. SAFETY

1. Private Car Owner is responsible for making anyone associated with the Private Car, including Occupants, aware of the safety standards and of the necessity that such standards are to be strictly observed and complied with. These standards shall include, but not be limited to, a clear understanding of the specific areas or portions of the Private Car or Cars where, under no circumstances, passengers and guests are permitted to go. Private Car Owners must not allow anyone to climb on top or underneath a parked Private Car. Additional safety instructions are found in the Amtrak Private Car Safety Manual located on the Amtrak Private Car Website and the Private Car Owner and members of the Private Car Owner Group and Occupants shall abide by the terms provided in the Private Car Safety Manual.

C. SECURITY AND ACCESS TO AMTRAK PROPERTY

1. SECURITY: Prior to entering any non-public Amtrak Property, a member of the Private Car Owner Group must not pass through the secured entrance point (by foot or vehicle) prior to contacting the appropriate controlling authority by whatever means available. The person(s) seeking entry must identify themselves and the name of the Private Car they are attempting to access or board. If the person(s) seeking to enter is an Occupant of The Private Car, then the Owner or their designated representative must escort that Occupant while in the non-public area. No person may follow another vehicle while the gate is open or allow another car to do so. If any Private Car Owner Group member or Occupant does not contact the appropriate controlling authority, such person(s) will be considered to be trespassing and access to the non-public Amtrak Property may be revoked or denied to that individual(s). All members of the Private Car Owner Group and Occupants must park vehicles in designated visitors' parking spaces. Vehicles left in non-designated areas will be ticketed and/or towed at the owner's expense.

2. ACCESS: Roads and walkways on Amtrak Property are restricted. Any member of the Private Car Owner Group or Occupant must obtain permission from an appropriate Amtrak controlling authority to walk upon or drive any vehicle onto roadways and over railroad crossings in the yard to reach the Private Car for loading/unloading or any other activity. An Amtrak Officer has the discretion and authority to grant or deny such access and may establish specific time frames for the Private Car Owner Group's or Occupants' activities based upon yard conditions and operations. Vehicle parking on Amtrak property will be provided on a case-by-case basis but only with prior permission. Personal Protective Equipment (PPE) will be required while walking on Amtrak Property or if an Amtrak Officer deems that PPE is required for the circumstances. Private Car Owner Group and Occupants are not allowed to walk around "touring" or "wandering" on Amtrak Property and are not to interfere with Amtrak employees or contractors performing their duties. The Private Car Owner or Person-in-Charge is responsible for preventing their Private Car Occupants from walking around Amtrak Property. Occupants must remain onboard the Private Car unless prior approval from the Amtrak Officer has been obtained and adequate supervision is provided to walk around on Amtrak Property.
3. CONTROLLED ACCESS BADGE (CAB): Private Car Owner must contact Amtrak Special Movements to request a Controlled Access Badge form. CAB requests are limited to three (3) per Private Car, are issued by Amtrak's Smart ID group and are subject to additional terms and conditions. CAB requests must be renewed annually. Amtrak reserves the right to deny badge access to individuals at any time, for any reason, without cause or notice.
4. PRIVATE CAR OWNER ACCESS:
 - Private Car Owners shall request entry into the Controlled Areas when submitting the Amtrak Private Car Movement Request Form NRPC 2208.
 - Private Car Owners shall display a valid Amtrak-issued Controlled Access Badge credential while they are present in an Amtrak Controlled Area or Restricted Area.
 - Private Car Owners shall comply with all terms and conditions contained herein.
 - Railyard access is limited to only the direct path to and from the Private Car and only for the agreed upon period.
 - Private Car Owners may bring Occupants onto the Controlled Areas to access the Private Car(s) and Occupants are also the responsibility of the Private Car Owner.
 - Occupants of a Private Car are to be always accompanied by the Private Car Owner, Person-in-Charge or Designee while Occupants are in Amtrak Controlled Areas.

D. INSURANCE AND LIABILITY

1. By the Private Car Owner or Designee requesting and Amtrak agreeing to a Private Car Move or Private Car Parking:
 - a) The Private Car Owner hereby releases Indemnitees from and agrees to defend, indemnify and save harmless the Indemnitees, irrespective of any negligence or

fault on the part of the Indemnitees, or howsoever the same shall occur or be caused, from any and all penalties, fines, forfeitures, demands, claims, causes of action, suits, costs incidental thereto, liabilities, damages, losses, and expenses of any kind, including cost of defense and attorneys' fees, for injury to or death of any persons, including the Occupants, the Private Car Owner Group, the Person-In-Charge, Amtrak employees, host railroad employees, and all others, and loss, damage or destruction to any property which would not have been incurred but for the use, occupancy, parking, handling or movements, and all other activities in connection with these Terms and Conditions.

- b) In addition, the Private Car Owner agrees to hereby release and to defend, indemnify and save harmless the Indemnitees, irrespective of any negligence or fault on the part of the Indemnitees, or howsoever the same shall occur or be caused, from any and all penalties, fines, forfeitures, demands, claims, causes of action, suits, costs incidental thereto, liabilities, damages, losses, and expenses relating to environmental conditions caused by the acts or omissions of the Private Car Owner Group, the Person-in-Charge, or the Occupants, and loss, damage or destruction to the property of the Indemnitees which would not have been incurred but for the use, occupancy, parking, handling or movement of the Private Car including a Private Car Move and Private Car Parking.
- c) Unless the death, injury, damage, or destruction is caused by the negligent acts, errors or omissions of the Private Car Owner Group, the Person-In-Charge, or the Occupants, Amtrak agrees to defend, indemnify, and save harmless the Private Car 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 Section D.1(a), for loss, damage, or destruction to all property other than property identified in Section D.1(a) and D.1.(b), including for death or injury to employees of the Indemnitees or damage or destruction to the property of the Indemnitees, and for claims, liabilities, damages, or expenses relating to environmental conditions other than environmental conditions identified in Section D.1(b).
- d) The Private Car Owner or Person-in-Charge shall ensure the compliance of all Occupants with all applicable state and federal laws, including the immigration and customs laws of each state and country from, through, and to which a Private Car Move and/or Private Car Parking occurs. The Private Car Owner will defend, indemnify and hold the Indemnitees harmless from and against any loss, damage, penalties, fines, forfeitures, demands, claims, causes of action, suits, costs incidental thereto, or expense incurred or suffered by any of the Indemnitees due to any failure of such compliance. Indemnitees shall have no liability for any loss, damage or expense incurred by the Private Car Owner Group, Person-in-Charge, and Occupants with respect to the obtaining of immigration and customs

documents or compliance with any applicable immigration and customs laws and regulations.

- e) The Private Car Owner shall release Indemnitees from, and assume responsibility for, and pay all costs of repairs to or replacement of his/her Private Car, any property associated with the Private Car made necessary as a result of damage or destruction occurring while the Private Car(s) are in a Private Car Move or Private Car Parking regardless of fault or the cause of such damage or destruction.
2. The Private Car Owner must procure and maintain the types of insurance specified below, naming Amtrak as an insured and provide a Certificate of Insurance giving evidence that the required insurance is in place prior to the Private Car Move or Private Car Parking.
- a) Workers Compensation Insurance complying with the statutes of the jurisdiction(s) in which the Private Car Move and/or Private Car Parking will occur, covering the Private Car Owner and all employees of the Private Car Owner. Employer's liability coverage with limits of liability of not less than one million dollars (\$1,000,000) each accident or incident shall be included. If state law does not require the Private Car Owner to carry Workers Compensation Insurance, then the Private Car Owner will not be required to procure Workers Compensation Insurance.
 - b) Property Insurance issued to the Private Car Owner and covering the full replacement value of the Private Car and its contents as well as Amtrak's equipment against all risk or perils of physical loss or damage. Amtrak is to be named as an insured as its interest may appear with respect to its care, custody, and control (including movement) of the Private Car.
 - c) General Liability Insurance issued to the Private Car Owner and covering liability imposed upon the Private Car Owner with respect to the ownership, use, Private Car Parking, and movement of the Private Car in Private Car Moves and Private Car Parking. Products and completed operations, independent contractors, and contractual liability (with all railroad exclusions thereto deleted) coverages are to be included. Indemnitees are to be named as additional insureds. This insurance shall have combined limits of not less than two million dollars per occurrence (USD \$2,000,000) and four million dollars aggregate (USD \$4,000,000).
 - d) All Private Car Owner's insurance policies provided under the requirements of this Section D shall contain a waiver of all rights of subrogation against the Indemnitees. Amtrak reserves the right to procure or require a Private Car Owner to procure, at Amtrak's option but at the Private Car Owner's expense, Excursion Liability Insurance when Amtrak believes extraordinary liability circumstances exist.
 - e) Certificates of Insurance shall be submitted by email to riskmanagement@amtrak.com and cc'd to specialmoves@amtrak.com. After submitting by email, a hard copy is to be sent to the following address:

Amtrak
Manager - Risk Management
1 Massachusetts Avenue, N.W.
Washington, DC 20001

- f) Without a valid Certificate of Insurance on file at Amtrak, Amtrak will not consider or approve a Private Car Move or Private Car Parking.
- 3. Private Car Owner releases Amtrak from any and all obligations or liabilities relating to the rejection of a Private Car Move or Private Car Parking by Amtrak regardless of any advertised solicitation or representation made by any party prior to Amtrak approval of the Private Car Move or Private Car Parking, or when events beyond Amtrak's reasonable control prevent the Private Car Move or Private Car Parking, including but not limited to when a host railroad refuses the Private Car Move or Private Car Parking after the itinerary is confirmed. Likewise, Private Car Owner releases Amtrak from any and all liability for the level of service provided by the Private Car Owner Group, Person-In-Charge, Amtrak, host railroads, or any other party, to the Private Car Owner Group, Person-In-Charge, and/or Occupants.
- 4. Each Private Car Inspector must provide Amtrak a Certificate of Insurance giving evidence that the Commercial General Liability insurance required by Attachment A to the Temporary Permit to Enter for Private Car Inspectors (available on the Amtrak Private Car Website) is in place whether the Private Car Inspector enters Amtrak Property or not. If entering Amtrak Property, the Private Car Inspector must satisfy all additional provisions of Amtrak's then-current Temporary Permit to Enter for Private Car Inspectors.

E. MECHANICAL STANDARDS, INSPECTIONS, AND REPAIRS

- 1. The Private Car Owner is responsible for ensuring that his or her Private Car is maintained in strict conformity with all applicable legal and current mechanical and safety standards, including but not limited to 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 (see SMP 28603 "Mechanical Standard for Operating Privately Owned Cars in Amtrak Trains" available on the Amtrak Private Car Website), which include successful completion of calendar day as well as periodic inspections. Amtrak, in its sole judgment, reserves the right to accept certifications from a Private Car Inspector and from other third parties such as host railroads. For details of Amtrak standards and requirements, please contact the Amtrak Manager of Special Movements. The Private Car Owner must maintain an onboard copy of the inspection record for each of their Private Cars and produce such documentation if requested by Amtrak or authorized regulatory personnel.
- 2. The procedure for scheduling Annual (PC1), 40 Year (PC2), and 10 Year Follow-up (PC2A) Inspections is managed by Amtrak's Manager of Special Movements.

- a) Amtrak facilities and resources will not be available to perform these periodic inspections, except as provided in Section E.9.
 - b) The Private Car Owners are responsible for scheduling their own inspections using Private Car Inspectors. Only Private Car Inspectors on the Private Car Inspector List can be used. Private Car Inspectors are selected from the Private Car Inspector List, hired, scheduled, and paid directly by Private Car Owners. Private Car Inspectors establish payment arrangements directly with Private Car Owners; no billing, payment, or any other matter regarding Private Car Inspectors and their relationship with Private Car Owners are handled by or through Amtrak.
- 3. Amtrak does not allow the same Private Car Inspector to perform more than two consecutive annual inspections on the same Private Car. A Private Car Inspector may not provide any inspection or approval of the work he or she has performed on a Private Car.
 - 4. Amtrak assumes no responsibility for and makes no representations or warranties, express or implied, as to the qualifications of, or work or inspections performed by, Private Car Inspectors and/or Private Car Maintenance Contractors.
 - 5. Once an inspection of a Private Car has been completed, all the required documentation must be emailed to the CNOC Mechanical Desk at the following addresses:

Tasks@amtrak.com and cc'd to specialmoves@amtrak.com

Paperwork must be submitted no later than 30 days before the expiration of the annual inspection date.
 - 6. The CNOC Mechanical Desk will close all required internal Amtrak Work Orders using the inspection documentation submitted to them by the Private Car Owner, Designee, and/or Private Car Inspector.
 - 7. Amtrak's Manager of Special Movements and staff are the point of contact for scheduling upcoming Private Car Moves, overseeing Private Car Moves that are in progress, monitoring due dates of periodic inspections, and monitoring open Incident Work Orders generated from defects recorded from previous Private Car Moves to help ensure that each Private Car Move is operated with mechanically compliant equipment.
 - 8. Inspections and associated repairs by a Private Car Inspector or Private Car Maintenance Contractor are authorized on Amtrak Property only for equipment that is covered by a valid Monthly Parking Permit or Long-Term Parking Permit (each as defined in Section I. Parking) at locations eligible for Private Car Moves and the Private Car Inspector holds a valid Temporary Permit to Enter for Private Car Inspectors, or for required daily inspections not performed by Amtrak personnel during a Private Car Move. The Private Car Owner, Private Car Owner Group or Person-in-Charge is obligated to understand the rules of the specific area where such work is planned. An appropriate Amtrak Officer will provide blue flag protection and make available pit inspections, jacking pad and overhead fall protection

areas as necessary, depending on the availability of Amtrak facilities, equipment, and resources. **ONLY THE APPROPRIATE AMTRAK OFFICER MAY SET OR REMOVE A BLUE FLAG.** This work shall not impede the servicing or maintenance of Amtrak equipment.

- a) Private Car Owner Group members, Person-in-Charge or Occupants, should contact the appropriate Amtrak Officer when in doubt regarding any inspections or repairs. The Amtrak Officer can instruct you on the accepted route to and from the yard or shop offices.
 - b) Private Cars may not be jacked up for any reason in an Amtrak yard without Amtrak's permission. No heavy mechanical work is allowed without prior approval from the appropriate Amtrak supervisor; should a member of the Private Car Owner Group discover such work is needed on a Private Car, contact SpecialMoves@amtrak.com.
 - c) No one is allowed on the roofs of Private Cars anywhere, anytime, at any Amtrak location without specific authorization from an appropriate Amtrak Officer. If roof access is needed, specific authorization from an appropriate Amtrak Officer is required.
9. The Private Car Owner shall pay Amtrak any costs incurred to perform emergency en-route inspection and repairs or to provide other non-routine services requested by the Private Car Owner or Designee, or that Amtrak determines are necessary to permit continuation of a Private Car Move or Private Car Parking.
10. A Movement Request may be approved only after Amtrak receives documentation that no Private Cars involved in the Private Car Move have inspection dates that will expire 15 days after the proposed conclusion of the Private Car Move.

F. LOCATIONS AND TRAINS ELIGIBLE FOR PRIVATE CAR MOVES

- 1. The Private Car Switching Location Table (available on the Amtrak Private Car Website) contains a list of Amtrak-served locations which are eligible for adding or removing Private Cars from designated Amtrak trains, subject to operating conditions at the time of the requested movement. Private Cars must not delay Amtrak trains.

G. MOVEMENT REQUESTS

- 1. All requests for movement of Private Cars on Amtrak Trains must be received in writing on a fully completed Amtrak Private Car Movement Request Form NRPC 2208 (available on the Amtrak Private Car Website). Requests in compliance with the conditions listed in these Terms and Conditions may be made up to 11 months in advance but no later than 30 days prior to the date of the first Private Car Move; provided, however, that requests received by Amtrak fewer than 30 days prior to the date of the first Private Car Move will be considered at Amtrak's sole discretion and will be assessed a surcharge of 15% of the entire Private Car Movement Request. Amtrak will only honor requests for Private Car Moves from the Private

Car Owner or Designee. The request must be transmitted to Amtrak's Manager of Special Movements.

2. A Person-in-Charge will be identified for each Private Car. If there are multiple Private Cars in one Private Car Move, there must be a Person-in-Charge for each Private Car; the same Person-in-Charge can be listed for multiple Private Cars. The Person-in-Charge of each Private Car must be identified on the Private Car Movement Request Form NRPC 2208 (available on the Amtrak Private Car Website) when it is submitted to the Amtrak Special Movements department, and Amtrak will indicate their name on the Passenger Name Record (PNR) and Transportation Notice (TN) governing the Private Car Move.
3. Within 72 hours of receiving a Private Car Movement Request form, an Amtrak representative from the Special Movements department will notify the requestor that the Private Car Movement Request has been received. However, if the Private Car Owner and/or the Private Car has any outstanding issues associated with it, the Private Car Owner or Designee will be informed that the Private Car Move will not be considered until all outstanding issues have been resolved. Examples of such issues include but are not limited to: A past-due payment balance; the Annual Car Administrative Fee is due; incomplete and/or out-of-date insurance coverage; mechanical inspections are not up to date; or any violation addressed by **Section M. COMPLIANCE**.
4. Amtrak's Special Movements Department will notify the Private Car Owner or Designee of the approval or denial of any Private Car Movement 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 Private Car Moves.
5. By submitting an Amtrak Private Car Movement Request form, you agree to all terms and conditions outlined by Amtrak, including Mechanical Bulletins available on the Amtrak Private Car Website and all applicable federal, host railroad, and Amtrak rules and regulations.

H. CHARGES AND PAYMENT PROCEDURES

1. Private Car Moves will be charged a mileage rate per car mile with a minimum charge plus other applicable charges as established by Amtrak and as shown in the current Rate Addendum (available on the Amtrak Private Car Website). When Amtrak incurs any additional costs such as for switching a Private Car or adding a locomotive to an Amtrak Train, these charges will be paid by the Private Car Owner. Costs may include, but are not limited to, the cost of using extra crews, retaining crews on overtime or calling crews early for their assignment, locomotive costs, and fuel costs. Mileage will be indicated on the latest Mileage Record posted at the beginning of each fiscal year and will be active until canceled and/or changed. Any reroute, positioning movements (whether deadhead or live) will be the responsibility of the Private Car Owner Group, even if these routing or positioning movements are not explicitly agreed upon prior to the execution of a movement.

2. The total Private Car invoice is due and payable in full within fourteen (14) days of receipt of invoice or before the start of the first leg of the trip, whichever is earlier. No subsequent Private Car Move requests will be considered or approved for anyone, any car, or any organization that has an outstanding balance.
3. Changes to a submitted Private Car Movement Request that are in writing by a Private Car Owner or Designee to email specialmoves@amtrak.com will be considered by Amtrak if operationally feasible. Cancellation requests must be in writing by a Private Car Owner or Designee to email specialmoves@amtrak.com. A charge will be assessed to change and cancellation requests when made fewer than 30 days prior to confirmed departure. The charges for such requests are as follows:
 - 30 days or earlier prior to confirmed departure: No charge.
 - 15 to 29 days prior to confirmed departure: 10 percent (10%) of changed or cancelled segment.
 - 1 to 14 days prior to confirmed departure: 25 percent (25%) of changed or cancelled segment.
 - En-route cancellation or change: 25 percent (25%) of changed or cancelled segment.
 - FRA-required repairs of safety appliances enroute: 25 percent (25%) of the changed or cancelled segment, not to exceed the maximum allowed in the pricing addendum. If multiple cars are traveling together, each car will incur a charge of 25 percent (25%) of the changed or canceled segment, not to exceed the maximum allowed in the pricing addendum, per car.
 - Private Car Substitutions 1 to 29 days prior to confirmed departure: 10 percent (10%) of the total PNR, not to exceed the maximum allowed in the pricing addendum, per car.
4. The Private Car Owner must pay all charges on or before the invoice due date. In case of a billing dispute, after the invoice is paid in full, the Private Car Owner or Designee must notify Amtrak's Manager of Special Movements in writing of the specific charges that are being disputed. A credit will be issued by Amtrak if disputed charges are found in the Private Car Owner's favor. The dispute and request for credit, with all applicable supporting documentation, must be submitted in writing to Amtrak's Manager of Special Movements no later than 45 days after the completion of the Private Car Move. Amtrak will review the submitted information with all supporting documentation and will communicate the resolution within 60 days, via email.

Failure by a Private Car Owner to pay an invoice prior to the first leg of the Private Car Move shall constitute a waiver of any right to dispute the charges reflected therein. If an invoice is issued after the Private Car Move, the Private Car Owner must remit payment within fourteen (14) days of receipt; failure to do so shall likewise constitute a waiver of the right to dispute any charges. All invoices and related communications shall be deemed properly delivered when sent to the email address on file as provided by the Private Car Owner. Claims of non-receipt shall not excuse or extend payment obligations where Amtrak has

transmitted the invoice or communication to the email address last provided. The Private Car Owner is solely responsible for ensuring that Amtrak is provided with a current, valid, and monitored email address at all times.

5. Amtrak reserves the right to prohibit any Private Car with associated debt or owned by a Private Car Owner with associated debt from moving on Amtrak owned and/or dispatched territory, or operating in Amtrak trains, even if such Private Car is sold. All Private Car Owners who have an outstanding balance of over 30 days will be charged a 1.5% per month late fee. Amtrak reserves the right to remove Private Cars from Private Car Parking or Amtrak Property, or to move and store Private Cars, in each case at the Private Car Owner's expense, if a Private Car Owner has an outstanding balance of over 60 days. Any and all charges associated with the storage of Private Cars will be included in any invoice along with the late fee. Amtrak may also prohibit the movement of any Private Car on Amtrak Property that has an outstanding balance until such outstanding balance, including all accrued interest, is paid in full. This would include, but is not limited to, movements by other carriers over Amtrak owned or dispatched right of way. Any additional fees, including legal or administrative, will be charged in accordance with any delinquency.

I. PARKING

1. A Private Car Owner or Designee may request Private Car Parking by completing a Private Car Parking Permit (available on the Amtrak Private Car Website) and submitting said form to specialmoves@amtrak.com thirty (30) days prior to the requested commencement date of parking. The Private Car Owner must meet all criteria in these Terms and Conditions including but not limited to **Section D. INSURANCE AND LIABILITY**, and **Section I. PARKING**. Additional terms and conditions are contained in Amtrak's Private Car Parking Permit. Private Car Owner agrees to abide by the terms and conditions provided in the Private Car Parking Permit. The Private Car Owner acknowledges and agrees that Amtrak does not provide any security, surveillance, or protection for any Private Car or its contents while parked on Amtrak Property, and no assumption of security shall be implied. Additionally, the Private Car Owner agrees that Amtrak is not responsible to safekeep the Private Car or its contents. No bailment is created. All Private Cars are parked at the sole risk of the Private Car Owner.
2. Amtrak reserves the right to refuse any request for Private Car Parking, including but not limited to requests which, in Amtrak's sole judgment, are not safe, or economically or operationally feasible. Private Car Parking is subject to the concurrence and the conditions imposed by the Amtrak facility or the host railroad where parking is requested. Amtrak will determine, in its sole discretion, the availability of when and where Private Cars may be parked or switched, including Overnight, Monthly, or Long-Term Parking, each as defined below. Private Car Parking services may vary by location. Contact Amtrak's Manager of Special Movements for further details.

3. A Private Car Parking Permit (see Amtrak Private Car Website) must be signed by the Private Car Owner and approved by Amtrak before any Private Car Parking occurs.
4. No parking charges will be assessed at transfer points or terminals where Private Cars are being held for the earliest connecting Amtrak Train as part of a Private Car Move or when a Private Car remains in the consist of an Amtrak Train at a turn-around location. Amtrak reserves the right to charge additional fees, when it is deemed to be a Premium Parking location as indicated on the current Rate Addendum (available on the Amtrak Private Car Website).
5. Occupants may only occupy a Private Car during Private Car Parking with prior written approval of Amtrak. A request by a Private Car Owner or Designee for a Private Car to be occupied during a period of Private Car Parking must be made to Special Moves in writing or sent by email request to specialmoves@amtrak.com a minimum of 14 days in advance of the beginning of the desired occupancy period. Occupants must follow all safety rules per the Amtrak Private Car Safety Manual and these Terms and Conditions.
6. Types of Private Car Parking
 - a) **Overnight Parking** is defined as parking on Amtrak Property after 12:01 a.m. A Private Car Parking charge will be applied for each day a car is on Amtrak Property at 12:01 a.m. At Amtrak's sole discretion, a grace period of up to 48 hours may be granted when a Private Car is being delivered from a foreign railroad and when the exact arrival date cannot be determined.
 - b) **Monthly Parking** is defined as parking on Amtrak Property for a period of 30 days in duration.
 - c) **Long-Term Parking** is defined as parking on Amtrak Property for a period of greater than three months.

J. FUELING OF PRIVATE CARS

1. If a Private Car requires fueling for a petroleum product (diesel or fuel oil), the Private Car Owner or Designee can either use the fuel vendor that is already under contract for providing fuel to the Amtrak site or select an alternative Amtrak fuel vendor that meets Amtrak's on-site fueling requirements. For information on approved vendors, contact Specialmoves@amtrak.com. In either case, Amtrak must be provided with notice that fueling will be taking place by contacting Charter and Special Movements by email at Specialmoves@amtrak.com. The Private Car Owner or Designee must include in such notice information regarding the fueling, including the planned location for the fuel delivery, the name of the fuel vendor, and if the fuel vendor is not an Amtrak-contracted vendor, a certification that the alternative fuel vendor meets all Amtrak fueling requirements listed in these Terms and Conditions. The Private Car Owner is also responsible for the remediation of any leak or spill of fuel or other contaminant and appropriate notification to Amtrak of the spill, as detailed in **Section J.6**.

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 must only be fueled in an appropriate area with the use of drip pans or track pads. No fueling may take place near any storm drains or open water channels without the use of spill containment equipment.
3. Fuel vendors are required to provide, carry and use the following equipment:
 - Suitable fueling containment funnel to be placed beneath the fill port of the Private Car.
 - 5-gallon bucket or collection receptacle to be positioned under the funnel while refueling.
 - Oil absorbent materials.
 - Compatible delivery equipment, including all fittings and adaptors.
4. The Person-in-Charge must be present when the Private Car is being fueled by a vendor to ensure that these policies are adhered to. As per the terms of these Terms and Conditions, the Private Car Owner will be solely liable for any failure to adhere to these policies and for any resulting damage or liability.
5. 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. Make sure all equipment is in good working order and position the spill collection material around the fill pipe. It is the responsibility of the Private Car Owner to ensure that any drips or leaks are captured during fueling, and that materials used for capture, such as used absorbent materials, are removed from Amtrak Property and any contaminated material is properly disposed of off Amtrak Property.
6. In the event of a spill, the fuel vendor must immediately stop fueling, use the spill equipment to contain and absorb the spill, immediately contact the Private Car Owner or Designee and Amtrak personnel on-site and complete the spill cleanup, including the disposal of any contaminated soil, ballast or other material by a licensed waste firm. In disposing of any contaminated material, the Private Car Owner Group shall never use any Amtrak EPA Generator ID numbers. If no Amtrak personnel are available on-site to report the spill, the spill must be reported to CNOC at 1-800-424-0217 (24-hour number). All spills of any quantity must be reported to the Amtrak Environmental Group using the email address askenvironmental@amtrak.com to be documented by the Amtrak Environmental information system.

K. WATERING OF PRIVATE CARS

1. Amtrak adheres to strict FDA regulations concerning watering of passenger cars. To protect all members of the Private Car Owner Group and Occupants, it is recommended that all members of the Private Car Owner Group and Occupants comply with the Amtrak standards

for the Private Car. All car watering must be handled by qualified Amtrak employees or Amtrak contractors from an approved designated potable source.

L. ENVIRONMENTAL PROTECTION

1. Trash from Private Cars must be in approved trash receptacles. Bags used should be clear in color. All trash must be bagged and not overfilled. Cardboard boxes should be broken down and disposed of separately for recycling.
2. Members of the Private Car Owner Group and Occupants must not release hazardous materials from a Private Car onto the ground, pavement or drain. A member of the Private Car Owner Group or Occupant must contact the Amtrak Officer should such individual need to plan to properly manage used oil, diesel, fuel, or other hazardous materials. In addition, the Private Car Owner Group and Occupants must not dispose of waste batteries, waste lamps, aerosol cans, compressed gas cylinders, electronic components or other hazardous or universal waste in trash. It is the responsibility of the Private Car Owner to properly dispose of oil, diesel fuel or other hazardous and universal waste off-site. Private Car Owners must report to the on-duty manager any release of hazardous materials coming from a Private Car including but not limited to fuel, oil, grease, toilet waste, or mixtures thereof, or any other known or unknown substance that could pose a potential threat to public health or the environment. In addition, Private Car Owners must notify Amtrak and clean up spills immediately in an authorized manner. Disposal of the cleanup material must be made promptly and properly at the Private Car Owner's expense.
3. Amtrak does not allow Private Car Owners, Private Car Owner Groups or Contractors to store hazardous materials under any conditions.
4. Persons handling refrigerants for either HVAC or refrigeration systems must possess the appropriate licenses or certifications.
5. Good housekeeping practices must be utilized while on Amtrak Property:
 - Clean workplace prior to leaving the site.
 - Keep the workspace safe at all times and eliminate unsafe conditions (tripping, slipping, or falling hazards.)
 - The storage of items such as, but not limited to, tools, parts, wheels, furniture, etc., related to Private Cars on Amtrak Property is prohibited, unless specifically authorized in writing in advance.
 - Frequent ongoing visual safety inspections of the car interior and exterior should be made whenever possible.
 - Do not pour anything down the storm drains. Do not drain any fluids including car washing water into the ballast.

M. COMPLIANCE

1. **Non-Compliant Behavior.** If a Private Car Owner Group, Person-in-Charge, and/or Occupant fails to comply with any provision of these Terms and Conditions, Amtrak's Private Car Safety Manual, or any other applicable Amtrak rule or policy, Amtrak Commercial Services shall, without waiver of any remedies available to it hereunder or elsewhere, at its sole discretion, determine the applicable consequences. Applicable consequences may include, but are not limited to (i) a written or verbal warning to the Private Car Owner Group, Person-in-Charge, and/or Occupant, (ii) termination of any requested and/or in-progress Private Car Move(s) of the involved Private Car, (iii) prohibition from conducting or participating in any Private Car Moves for a period of time to be determined by Amtrak in its sole discretion. Actions that may result in such consequences include but are not limited to:

- Conduct that puts the actor or others at risk of harm.
- Conduct that is out of compliance with the provisions of these Terms and Conditions or other applicable policies or laws.
- Conduct that demonstrates a conscious disregard for any provision of these Terms and Conditions or for the rights, safety, or property of others.
- Breach of contract.
- Financial misconduct.
- Failure to submit payment in a timely manner.
- Failure to follow applicable rules or laws that results risk of personal injury, death, or damage to or loss of personal property.
- Abuse of authority.
- Violence.
- Failure to obey the instructions of responsible Amtrak officials while on the property (or in the case of the property of third parties, responsible third-party officials).

For the avoidance of doubt, the actions and consequences listed above are illustrative examples and are not intended to preclude Amtrak from applying additional or other responses for noncompliance. The failure of Amtrak to enforce any given rule or policy in the event of an incident of noncompliance does not act as a waiver of its right to do so.

2. **Appeals and Amtrak's Final Determination.** The Private Car Owner Group, Person-in-Charge, and/or Occupants, as applicable, will be notified of any decision of noncompliance by Amtrak Commercial Services. They may submit a written appeal within fifteen (15) days from the date of such notification, including any information intended to rebut or mitigate the determination. Amtrak Commercial Services will review any appeal and respond within thirty (30) days of receipt. The initial determination, or if appealed, the decision issued upon review, shall be considered final and binding.

If a Private Car Owner Group, Person-in-Charge, and/or Occupant is prohibited, after the period of such prohibition he or she may seek to return to making Private Car Moves by

paying the Annual Car Administrative Fee and applying as a new Amtrak customer, which application may or may not be accepted at Amtrak's sole discretion. During a period of prohibition all charges owed to Amtrak remain due and owing and are not suspended.

N. PRIVATE CAR RATE EXPLANATIONS

1. Current rates are shown in the Rate Addendum, as amended.

- a) **Mileage Fees:** Amtrak will charge a fee per Private Car-mile traveled during a Private Car Move. Amtrak will charge a discounted fee per Private Car-mile for additional Private Cars moving under the same Private Car Movement Request. Private Cars that are on the same Amtrak Train that have not been requested to move together on a Private Car Movement Request will be charged the full per car-mile rate. Mileage includes any positioning movements, including live or deadhead mileage. Mileage is the responsibility of anyone submitting a movement request and Amtrak reserves the right to change the route or reposition the Private Car without written consent of the Private Car Owner and these charges will also be the responsibility of the Private Car Owner or Designee submitting the movement request.
- b) **Private Car Parking Rates:** The rates in the Rate Addendum apply only to Amtrak facilities. At locations where Amtrak does not control the parking rights, the Private Car Owner or Designee must make arrangements directly with the owners of those facilities.

See **Section I. PARKING**, for more information.

EXCEPTIONS to Private Car Parking Rates at Amtrak locations:

- New Orleans — surcharge (City of New Orleans charges) on the total cost of parking while in NOUPT.
 - Boston — fee (MBTA charges) per night.
 - Premium Parking — will be identified by special rate, subject to availability, and these locations will include applicable surcharges.
- c) **Car Wash Fee:** Will be charged only if the Private Car is washed separately from the inbound or outbound Amtrak Train.
 - d) **Waste Tank Service Fee:** Will be charged only if the Private Car Waste Tank is serviced by Amtrak separately from the inbound or outbound Amtrak Train. The request for this separate service must be submitted on the Private Car Movement Request form. If an outside contractor performs this service, the Private Car Owner or Designee must arrange payment directly with the contractor and such contractor must comply with all of Amtrak's environmental and safety regulations. Email to be sent to specialmoves@amtrak.com for approval.

- e) **Third Party Contractor Servicing Fee:** Any fee that will be charged by a contractor for servicing and inspection at outlying areas, not accessed by Amtrak.
- f) **Terminal Switching Charges:** When Amtrak incurs any additional costs to switch Private Car(s), these charges will be paid by the Private Car Owner. This includes, but is not limited to, crews on overtime or when an additional switch crew is required. Each occurrence of a switch move handling a Private Car or Private Cars will incur the charge identified in the Rate Addendum.
- g) **Special Terminal Switching Charges:** Per segment to and from the following specific locations or when a separate switch crew is not required.
- Boston South Station – Boston North Station
 - Sunnyside Yard – Hudson Yard
 - Sunnyside Yard – New Rochelle
 - Philadelphia Penn Coach Yard – Harrisburg
- h) **Additional Locomotive Fee:** A fee will be assessed per locomotive-mile when an additional Amtrak locomotive is required. This fee also includes the move(s) required to position the locomotive prior to the move or to return the locomotive to its original location after the completion of a trip.
- i) **Amtrak Locomotive Daily Charge:** This charge shall apply when, in Amtrak's sole determination, additional Amtrak locomotive(s) will be part of a Private Car Move during days or portions of days when the Private Car Move is not being assessed a Mileage Fee, or an Additional Locomotive Fee. When this locomotive is not available to Amtrak for use, both the Amtrak Locomotive Daily Charge and the Head End Power Daily Charge will apply. If Amtrak has access to the unit to protect Amtrak service, only the Head End Power Daily Charge will apply. Examples:
1. A Private Car Move includes a layover at an outlying point scheduled from arrival at noon on Monday to departure at 6:00 p.m. on Tuesday: An Amtrak Locomotive Daily Charge for two full days will apply for each Amtrak locomotive participating in the layover.
 2. A Private Car Move arrives at a location and the additional Amtrak locomotive(s) required for the Private Car Move are released to resume Amtrak duties: No Amtrak Locomotive Daily Charge will apply.
 3. A Private Car Move arrives at a location but the additional Amtrak locomotive(s) required for the Private Car Move must remain in the train's consist beyond when they are needed for the Private Car Move: The Additional Locomotive Fee will apply for the Amtrak Locomotive's continued miles in the consist, including an Additional Locomotive Fee for any round trip deadhead return miles, but no Amtrak Locomotive Daily Charge will apply.

4. An Amtrak locomotive is required to perform and maintain the validity of a calendar day inspection in advance of a segment of a Private Car Move: No Amtrak Daily Locomotive Charge will apply during this period.

The Amtrak Locomotive Daily Charge does not include Head End Power which will be billed separately per the Head End Power Daily Charge.

j) **Head End Power Daily Charge:**

1. If Head End Power is provided to Private Car(s) by Amtrak locomotive(s) during a period of a Private Car Move when the Mileage Rate applies, no Head End Power Daily Charge will apply.
2. If Head End Power is provided to Private Car(s) by Amtrak locomotive(s) during a period of a Private Car Move when an Amtrak Locomotive Daily Charge applies, then the Head End Power Daily Charge will be billed in addition to the Amtrak Locomotive Daily Charge for the same period as the Amtrak Locomotive Daily Charge.
3. If Head End Power is provided to Private Car(s) by Amtrak locomotive(s) under any other circumstances, the full Head End Power Daily Charge will apply for each day or portion of a day when the Amtrak locomotive(s) are providing Head End Power.

k) **Minimum Charge:** Refer to the current Rate Addendum for the minimum charge per Private Car Move.

l) **Annual Car Administrative Fee:** The Annual Car Administrative Fee is due January 1 of each year. Each Private Car that operates on Amtrak must pay this fee. There will be no substitution of Private Cars, and no multiple Private Car discounts will be allowed. No Private Car Moves will be considered for any Private Car for which this fee is not paid in full. Failure to pay the Annual Car Administrative Fee will result in a Private Car becoming “inactive” in Amtrak’s record keeping system. When a Private Car Owner wishes to restart private car activities, he or she must pay an Administration Activation Fee, plus the Annual Car Administrative Fee.

m) **Administrative Activation Fee:** The fee assessed for changing an “inactive” Private Car to an Active Private Car in Amtrak’s record keeping system. An Administrative Activation Fee is charged in combination with an Annual Car Administrative Fee at the time of reactivation or initial startup of a new customer and/or private car account.

n) **All Pass-Through Services and Billing Administrative Fee:** A 10% surcharge will be assessed on any pass-through billing occurrences which can include, but is not limited to, special services, host railroad fees, and third-party assessments.

- o) **30 Day Past Due Balance Fees:** All Private Car Owners who have an outstanding balance of over 30 days will be charged a 1.5% per month late fee for each 30-day period that their payment is delinquent. Any additional fees, including legal or administrative, will be charged in addition to any delinquency. These charges will continue until the account balance is paid in full.
- p) **Host Railroad Fees:** Will be based on switching, parking and other related fees that are associated with the movement or storage of a Private Car that is billed to Amtrak and not directly billed to the Private Car Owner by the host railroad. These fees will be added to the Amtrak charges and itemized accordingly on the Private Car billing worksheet.
- q) **Additional Assistant Conductor Fees:** Will be based on crew hours paid by Amtrak where an additional Assistant Conductor is required.
- r) **Special Event Surcharge:** Special Event Surcharges may apply with variable pricing according to the location, event, services requested and the services available at a particular facility. This includes major sporting events, conventions, film shoots, public relations opportunities and other special affairs or programs. The Amtrak Manager of Special Movements must be notified and must approve all special events that are to be held while on Amtrak or host railroad property. Costs for any additional insurance will be paid by the Private Car Owner. Special Event Surcharge cost not to exceed is published in the current Rate Addendum.
- s) **Filming at Amtrak Facilities & Fees:** Commercial filming on Amtrak Premises requires advance written authorization from Amtrak, which Amtrak, in its sole discretion, may grant, grant with conditions or deny. Please refer to information on the Amtrak website, found on the following link:
<https://www.amtrak.com/photography-video-recording-policy>

O. GOVERNING LAW AND VENUE

These Terms and Conditions and the rights and obligations of the parties are governed by and must be construed in accordance with the laws of the District of Columbia without regard to choice of law provisions. The Parties consent to the jurisdiction of the District Court of the District of Columbia for all litigation arising or related to these Terms and Conditions. The parties expressly waive any right to a trial by jury in any proceeding arising under these Terms and Conditions.

P. ADDENDA

The following Addenda found on the Amtrak Private Car Website are hereby incorporated by reference into these Terms and Conditions:

1. Rate Addendum

2. Private Car Switching Location Table

APPENDIX A: DEFINITIONS

1. **Amtrak:** The National Railroad Passenger Corporation, a corporation organized under 49 U.S.C. § 24101 et seq., and the laws of the District of Columbia with offices at 1 Massachusetts Avenue, N.W., Washington, D.C. 20001.
2. **Amtrak Commercial Services:** Amtrak department (and its authorized representatives) responsible for the management, oversight, and administration of commercial activities, including, but not limited to Private Car Moves, charter operations, and related customer services, as designated by Amtrak.
3. **Amtrak Officer:** Amtrak designated Representative and primary point of contact located at each facility. This individual is typically a Trainmaster, Road Foreman, or Mechanical Foreman. This individual can vary by shift and facility.
4. **Amtrak Private Car Website:** The portion of the amtrak.com website that is devoted to Private Cars. The URL is: <https://www.amtrak.com/planning-booking/private-train-cars.html>.
5. **Amtrak Property:** Land, yard, tracks, or other real or personal property owned or controlled by Amtrak.
6. **Amtrak Train:** A train operated by Amtrak for its own account, i.e., not operated by Amtrak under contract to another entity.
7. **Amtrak Special Movements Department:** The designated Amtrak office responsible for receiving, coordinating, and administering the day-to-day activities for Private Car movements.
8. **Business Courtesy:** A present, hospitality, favor, service, or gift greater than fifty dollars (\$50.00) in value for which fair market value is not paid by the recipient. A Business Courtesy includes, but is not limited to, tangible or intangible benefits such as meals, drinks, entertainment, door prizes, transportation, discounts or professional items. Prohibited gifts include but are not limited to cash; transportation; bonuses; commissions or kickbacks; living expenses; or entertainment.
9. **Controlled Area:** Those areas within Amtrak vehicles, equipment, inventory, tooling, facilities, sites, spaces, and properties where the general public and other non-Amtrak personnel and/or vehicles are authorized to travel or occupy while performing business-related activities and who are being escorted by Amtrak personnel with a Smart ID at all times. Examples of Controlled Areas include, but are not limited to, corporate offices, rail yards, and in select stations, passenger platforms.
10. **Controlled Area Badge (CAB):** An identification card and access credential issued to authorized individuals who are not covered personnel that can provide access to specific locations (e.g., Private Car storage facilities).

11. **Designee:** A representative of the Private Car Owner designated to Amtrak's Manager of Special Movements in writing and approved by Amtrak's Manager of Special Movements in writing.
12. **Indemnitees:** Amtrak, its host railroads, other railroads or transit agencies to the extent Amtrak is obligated to indemnify or save harmless such railroads and transit agencies, station and terminal companies, other railroads on whose right of way or property a Private Car operates, and their respective officers, directors, employees, contractors, agents, insurers, indemnitors, servants, successors, assigns and subsidiaries.
13. **Manager of Special Movements:** Employee in charge of Amtrak's Special Movements Department available via email at SpecialMoves@amtrak.com
14. **Mileage Record:** These Terms and Conditions will indicate the total mileage, by route segment, to be used for all mileage rate calculations. It will be posted on the Amtrak Private Car Website at the beginning of the fiscal year and will be active until cancelled and/or changed by an updated Terms and Conditions.
15. **Movement Request:** The completed and submitted *Amtrak Private Car Movement Request Form (NRPC 2208)* by which a private railcar owner or authorized operator formally requests movement over Amtrak service. Submission of a Movement Request constitutes a legally binding commitment and affirmative agreement to all terms set forth in the *Terms and Conditions for Movement, Maintenance and Storage of Privately Owned Railroad Cars on Amtrak*, including payment of all applicable fees and compliance with operational, safety, and liability requirements, subject to Amtrak's acceptance and ability to perform the requested movement.
16. **Occupants:** Persons in a Private Car or meeting or greeting a Private Car, other than persons serving in their capacity as Amtrak employees, including but not limited to passengers, meeters and greeters, invitees, and guests, but excluding individuals working in their capacity for Amtrak.
17. **Person-in-Charge:** A person representing the Private Car Owner who has authority to act on behalf of the Private Car Owner and will be physically present and accessible to Amtrak employees on each Private Car Move before, during, and after such move.
18. **Private Car:** Rail rolling equipment that is used only for excursion, recreational or private transportation purposes.
19. **Private Car Inspector:** A private contractor who meets the requirements set forth in Amtrak's Private Car Inspector Qualification Protocol and listed by Amtrak on the Private Car Inspectors List.
20. **Private Car Inspectors List:** A list maintained by Amtrak of Private Car Inspectors and available on the Amtrak Private Car Website.
21. **Private Car Maintenance Contractor:** A private contractor or subcontractor hired by a Private Car Inspector or Private Car Owner to perform maintenance services under his or her authority, responsibility, and direction.
22. **Private Car Move:** A journey of a Private Car or multiple Private Cars on an Amtrak Train, whether occupied or unoccupied, governed by one Passenger Name Record (PNR)

and/or Transportation Notice (TN) issued by Amtrak signifying Amtrak authorization of the journey.

- 23. **Private Car Owner:** A party or entity other than Amtrak which owns, leases, operates, or otherwise controls a Private Car.
- 24. **Private Car Owner Group:** A Private Car Owner, Private Car Owner's Designee(s), Private Car Inspectors, Person-in-Charge, Private Car Maintenance Contractors and the Private Car Owner's employees, contractors, subcontractors, lessees, agents, and servants.
- 25. **Private Car Parking:** A Private Car on Amtrak Property during the time when it is not engaged in a Private Car Move. The duration of a Private Car Move includes the period immediately before the start of the Private Car Move, time waiting for a connecting Amtrak Train as part of one continuous Private Car Move, and the time immediately after the completion of a Private Car Move.
- 26. **Private Car Parking Permit:** A permit and document submitted by the Private Car Owner Group that establishes a contractual relationship with terms and conditions for parking monthly or long-term on Amtrak's property.
- 27. **Restricted Area:** Those areas within Amtrak vehicles, equipment, inventory, tooling, facilities, sites, spaces, and properties where the general public and other non-Amtrak personnel and/or vehicles are not permitted at any time and where Amtrak personnel are permitted entry only to perform job-related activities. Examples of Restricted Areas include, but are not limited to ticket offices, revenue/cash rooms, information technology (IT) spaces, tracks, tunnels, and bridges.