

**BEFORE THE  
SURFACE TRANSPORTATION BOARD**

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**FD 35738**

**THE PULLMAN SLEEPING CAR COMPANY, LLC  
PETITION FOR EXEMPTION FROM  
49 U.S.C. SUBTITLE IV**

FILED  
February 20, 2014  
Surface Transportation Board

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Dated: February 14, 2014

FEE RECEIVED  
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**I.  
INTRODUCTION**

Pursuant to 49 U.S.C. §10502, The Pullman Sleeping Car Company, LLC, (“Pullman” or “Petitioner”) files this Petition for Exemption seeking an exemption from all of the provisions of Subtitle IV of the I.C.C. Termination Act (“ICCTA”). To the extent that the Board concludes that it has jurisdiction, this Petition seeks authorization to operate a unique rail passenger service that Pullman has been providing on one route and seeks to provide on an expanded basis in interstate and/or foreign commerce on other potential routes. More specifically, , Pullman seeks “blanket authority” from Subtitle IV to give it the flexibility to provide service on routes located throughout the country subject to market demand and

access rights from the involved rail carriers.<sup>1</sup> Should the Board conclude that it has jurisdiction over the subject rail service, Pullman requests that the Board exempt its operations from all common carrier obligations imposed under the ICCTA, effective upon service of the decision.

For the Board's information, Pullman attaches to this filing as Exhibit A, a brochure describing its initial service along with a schedule of departure dates, as Exhibit B, a map of the initial route served, and as Exhibit C, a copy of Amtrak's private rail car tariff. In addition, in order to provide the public with sufficient information about Pullman's initial service offering, Petitioner includes as Section V of its Petition the same information that an applicant would typically include with a class exemption filed under 49 CFR §1150.31 or 49 CFR §1150.41.

## II. STATEMENT OF FACTS

Pullman is a wholly-owned corporate subsidiary of Iowa Pacific Holdings, LLC ("IPH"), an Illinois limited liability company, noncarrier, and short line railroad holding company. As relevant, IPH directly or indirectly controls nine class III common carrier short line railroads subject to the Board's jurisdiction. These companies provide railroad freight service in California, Colorado, Illinois,

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<sup>1</sup> Should the Board grant Pullman's request for such "blanket authority" for additional services, Petitioner would file a notice identifying the route and service proposed and provide evidence as to the method of operation used to provide the proposed service.

New Mexico, New York, Massachusetts, Oregon, and Texas.<sup>2</sup> IPH also provides unscheduled passenger service on a charter basis through an indirect subsidiary and noncarrier, High Iron Travel Company.<sup>3</sup> Several IPH subsidiary companies provide tourist and/or railroad passenger service on its common carrier short line railroads in various places including, among others, California, Colorado, Massachusetts, New York, Oregon, and Texas. IPH directly, or through subsidiaries, owns a fleet of passenger rail cars and locomotives suitable for service in intercity railroad passenger service that meet the operating requirements of the National Railroad Passenger Corporation (“Amtrak”). IPH or its subsidiaries employ personnel skilled in the maintenance and operation of this equipment.

IPH established Pullman as an Illinois Limited Liability Company in 2011 for the purpose of providing a first-class passenger service. Pursuant to the private car tariffs of Amtrak, on September 28, 2012, Pullman began its initial service offering as a first-class sleeping car service along with dining and lounge facilities for passengers travelling between Chicago, IL, and New Orleans, in the

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<sup>2</sup> Austin & Northwestern Railway d/b/a Texas-New Mexico Railroad, Chicago Terminal Railroad, Massachusetts Coastal Railroad, LLC, Mt Hood Railroad, Rusk, Palestine & Pacific Railroad, LLC, San Luis & Rio Grande Railroad, Santa Cruz & Monterey Bay Railway Company, Saratoga & North Creek Railway, and West Texas & Lubbock Railway. Several of these carriers are owned by Permian Basin Railways, an intermediate holding company and noncarrier.

<sup>3</sup> High Iron Travel Company is owned by Isla Largo, LLC, a noncarrier and subsidiary, which is in turn owned by IPH.

consist of Amtrak trains 58 and 59, also known as *The City of New Orleans*. As the attached documents illustrate, the service that Pullman is offering the public is intended to recapture the first-class experience that American rail travelers used to enjoy. Indeed, Pullman's accommodations and food rival that of a first-class hotel. Should Pullman expand its service to include additional routes or trains, it envisions that the service offered would be similar to that currently provided between Chicago and New Orleans.

As the attached documents further indicate, Pullman is currently providing 8 to 9 departures per month between Chicago and New Orleans to any traveler seeking transportation. Fares per trip range from \$240 per person for a single occupancy upper berth to \$2,850 for a master room with double occupancy. Pullman does not offer coach accommodations. Payment is usually by credit card. Customers typically include individual travelers, tour groups, travelers arranging transportation through travel agents, and corporate groups. While Chicago-New Orleans is Pullman's first set of city pairs, it anticipates adding other routes depending upon feasibility and market demand.

Pullman provides its initial service pursuant to Amtrak's private car tariff, a copy of which is attached as Exhibit C. Amtrak has long been in the business of transporting privately owned passenger rail cars as a regular part of its service as well as operating entire charter trains consisting of privately-owned cars pursuant

to its private car tariff. Haulage of Pullman's equipment represents yet another facet of Amtrak's operation of trains within its basic network.

### III. ARGUMENT

The Board's assertion of jurisdiction over intercity rail passenger service is a comparatively recent development. While the Board and its predecessor, the Interstate Commerce Commission, have traditionally had a limited role involving passenger service provided by Amtrak or commuter rail authorities,<sup>4</sup> there is little precedent involving assertion of jurisdiction over other passenger providers.

Whether or not the ICCTA requires an entity providing a privately operated first class passenger service handled in a regularly scheduled Amtrak train to obtain Board authorization presents a policy question. The Board's decision docketed as *American Orient Express Railway Company, LLC-Petition for Declaratory Order*, FD 34502, slip op. STB served Dec. 29, 2005, and cited as *AOE*, suggests that the agency may play an active role in regulating such service including private charter service handled by Amtrak in its regularly scheduled trains. Accordingly and out

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<sup>4</sup> Up until the enactment of the Passenger Rail Investment and Improvement Act of 2008 ("PRIIA"), the Board's role with Amtrak primarily involved disputes between that company and its host railroads over the access to and compensation for host railroad tracks and facilities. PRIIA expanded the Board's role but it still does not cover issues involving route or service entry and exit by Amtrak or regulation over Amtrak fares and policies. The Board's involvement in commuter rail has generally entailed review of transactions initiated by public agencies to acquire rail lines or interests in rail lines for passenger service under the *State of Maine* precedent. Under 49 U.S.C. §10501(c)(2) the Board generally does not have jurisdiction over mass transportation provided by a public agency.

of an abundance of caution, Pullman files this Petition seeking Board authorization for its initial operation as a common carrier of a specialized, first-class rail service on Amtrak's *City of New Orleans* between Chicago and New Orleans and for such services as it may add at some later date.

Pullman did not initially seek Board operating authority since it did not believe that its charter operation handled on the rear of an Amtrak train would need Board authorization. Because Amtrak is a common carrier and holds itself out in a tariff to transport occupied rail passenger cars, and because there are many companies owning cars qualified to operate on Amtrak who also sell transportation in those cars, Pullman and its owner believe that the Pullman service does not constitute common carrier rail service. However, in order to determine whether this service is subject to Board jurisdiction, and acting in good faith, Pullman now seeks that authorization. *Cf., The New Brunswick Railway Company—Continuance in Control Exemption—Maine Northern Railway Company*, FD 35520, STB served Sept. 26, 2011 (where the Board exempted a previously unauthorized railroad control transaction and the applicant acted in good faith in seeking after-the-fact authorization upon learning of the need for authority) and *David W. Wulfson—Control Exemption—Clarendon & Pittsford R.R.*, FD 33607 (STB served Aug. 20, 1998)(also approving a previously unauthorized control transaction where the petitioners acted in good faith).

Petitioner Pullman had previously acted in good faith in conducting the subject rail operations relying on its arrangements with Amtrak as the sole need for “authorization.” Pullman does not believe this Petition will be opposed or that any party will be adversely affected or prejudiced by this filing or by the delay in seeking Board authorization

Additionally, to the extent that the Board determines it has jurisdiction, Pullman seeks Board authorization through this exemption for operation of such additional services that it might add at a future date whether in conjunction with or in the consist of a regularly scheduled Amtrak train or over any common carrier line of railroad in the United States or between the United States and contiguous countries that are outside the Amtrak network regardless of the specific operating arrangements.<sup>5</sup> Pullman seeks an exemption from all provisions of subtitle IV, rather than just the provisions of 49 U.S.C. §10901, because it does not desire and is not equipped to be a rail freight common carrier. It lacks the personnel and equipment to provide common carrier rail freight service. A grant of an exemption from all provisions of Subtitle IV will relieve it from the rate and service provisions of the ICCTA that are appropriate for a carrier that hauls freight but not appropriate for a passenger carrier, particularly one catering just to a limited audience seeking a first-class service. Moreover, a grant of a blanket exemption

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<sup>5</sup> Amtrak frequently operates charter trains over routes that are not part of its system.

would relieve it from any regulatory constraints that might be associated with eliminating or reducing service frequencies allowing it to respond more flexibly to seasonal demands and market potential. Such relief could permit it to add service to resort areas during periods of heavy demand and reduce service levels during the off-peak travel season allowing the redeployment of equipment and personnel to other routes. Finally, a grant of an exemption from Subtitle IV will relieve Pullman and its owner, IPH, from having to obtain authority from the Board under 49 U.S.C. §11323 for common control between Pullman and its other corporate siblings that provide common carrier freight service.

In 2005, the Board found in *AOE* that an entity described as a “land excursion company” that used restored vintage railroad equipped for multi-day vacation packages over the interstate railroad network was a railroad common carrier subject to the ICCTA. The Board came to that conclusion despite the fact that the entity did not operate on a regular basis, offered the vacation packages as one-way excursions, provided nonrail entertainment and attractions as part of the transportation experience, and contracted with Amtrak to provide locomotives, train crews, and access to rail lines. Crucial to the Board’s decision in *AOE* finding jurisdiction was its conclusion that the service that American Orient Express provided was common carriage. As the Board stated,

“the issue is whether [American Orient Express] is a ‘common carrier.’ There is no statutory definition of the term ‘common carrier.’ However, as a general matter, the term ‘common carrier’ is a well-understood concept arising out of common law, and it refers to a person or entity that holds itself out to the general public as engaged in the business of transporting persons or property from place to place for compensation.”

*AOE* at 4. Inasmuch as the Board found that an entity providing a “cruise ship-like” service was a common carrier subject to its regulation in *AOE*, Pullman believes that the Board might find its operation – which is more akin to the traditional first-class common carrier railroad service that private railroads historically provided through the Pullman Company – to be common carriage as well.

Assuming that the Board finds Petitioner’s service subject to its entry jurisdiction, Pullman requests that the Board grant it an exemption from all of Subtitle IV, not just the entry provisions of §10901. In finding American Orient Express subject to its jurisdiction, the Board on its own motion granted that carrier an exemption from §10901 stating that to require it to seek authority would place an unnecessary burden on it. *Id* at 7. Subjecting Pullman to all of the other requirements of the ICCTA would likewise be an unnecessary burden.

The Board periodically entertains and grants requests for Subtitle IV exemptions. Usually these requests have been filed or granted in any of several situations not relevant here such as by a public agency acquiring a line for mass transit purposes in order to avoid the residual common carrier obligation normally associated with rail line ownership<sup>6</sup> or by a party proposing to restore freight rail service on a private or noncommon carrier basis over a line authorized for abandonment.<sup>7</sup> Neither is the case here. Petitioner's research has not identified any precedent or filing where an entity proposing to provide a new interstate, intercity rail passenger service has sought a Subtitle IV exemption.<sup>8</sup> However, as

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<sup>6</sup> *City of Austin, TX—Acquisition—Southern Pacific Transportation Company*, FD 30861(A), ICC served Nov. 4, 1986 (where the ICC said that the City could have sought a Subtitle IV exemption from the common carrier obligations under the Interstate Commerce Act); *Southern Pac. Transp. Co.—Aban.—L.A. County, CA*, 8 I.C.C. 495 (1992) (where the ICC on its own motion granted the Los Angeles transit agency a Subtitle IV exemption); and *Metro North Commuter Railroad Company—Acquisition Exemption—The Maybrook Line*, FD 32639, *et al.*, ICC served Jan. 13, 1995 cited as *Metro-North* (where the ICC granted Metro North's request for a Subtitle IV exemption in connection with its acquisition of a rail line).

<sup>7</sup> *BG & CM Railroad, Inc.—Exemption from 49 U.S.C. Subtitle IV*, FD 34399, STB served Oct. 17, 2003; and *Rutherford Railroad Development Corporation – Exemption – 49 U.S.C. Subtitle IV*, FD 31623, ICC served May 29, 1991.

<sup>8</sup> The only cases of which Petitioner is aware are *DesertXpress Enterprises, LLC – Petition for Declaratory Order*, FD 34914, STB served May 7, 2010, *California High-Speed Rail Authority—Construction Exemption-In Merced, Madera, and Fresno Counties, CAL*, FD 35724 and *California High-Speed Rail Authority—Construction Exemption-In Merced, Madera, and Fresno Counties, CAL*, FD 35724, STB served April 18, 2013, and *California High-Speed Rail Authority—Construction Exemption-In Fresno, Kings, Tulare, and Kern Counties, CAL*, FD 35724 (Sub-no. 1), STB served Dec. 4, 2013. None involved a request for an exemption from Subtitle IV.

the interest in privately-operated passenger rail is new and growing, Pullman believes this is a case of first impression.

Petitioner asserts that its request is appropriate for exemption from the requirements of Subtitle IV for many reasons. In support of its request for a Subtitle IV exemption, Petitioner cites the relief granted in *Metro-North*, one of the very few such requests involving a passenger carrier. In seeking that exemption, Metro-North noted that its desire to avoid all of the liabilities normally associated with the common carrier duties of owning a rail line including conducting freight operations, making, publishing and collecting freight transportation charges, and generally holding itself out as a freight common carrier. That petitioner sought an exemption from provisions concerning, among other things, carrier licensing and operations, car service, record-keeping and accounting, financial requirements and industry structure, and agency enforcement and penalties. Metro-North Petition at page 10.

Although that petition was filed with and granted by the former Interstate Commerce Commission and some of the requirements identified therein have been eliminated in ICCTA, the overall rationale of that petition remains the same. Like Metro-North, Pullman is not holding out to provide service for rail freight customers. Indeed, it will not even own or lease a line of railroad. Unlike the high

speed services proposed for California and for Las Vegas, it does not propose a passenger service appealing to the general public but rather one for a very limited clientele. Hence, the protections of the ICCTA are really not an issue.

Section 10502 of the ICCTA directs the Board to grant an exemption from regulation if it finds that (1) regulation is not necessary to carry out the transportation policy of §10101(a) and (2) either (a) the transaction or service is of limited scope, or (b) the application of a provision of this subtitle is not needed to protect shippers from the abuse of market power. Indeed, the legislative history behind §10505 (the predecessor section to the current §10502) makes clear Congress' intent that the Interstate Commerce Commission (and now the Board) use its exemption authority liberally to free certain transactions and services from the administrative and financial costs associated with continued regulation.

In discussing the exemption powers of the Board's predecessor -- the ICC -- the Staggers Act legislative history states:

The policy underlying this provision is that while Congress has been able to identify broad areas of Commerce where reduced regulation is clearly warranted, the Commission is more capable through the administrative process of examining specific regulatory provisions and practices not yet addressed by Congress to determine where they can be deregulated consistent with the policies of Congress. The conferees expect that,

consistent with the policies of this Act, the Commission will pursue partial and complete exemptions from remaining regulation.

H.R. Rep. No. 96-1430, 96th Cong. 2d Sess. 105 (1980); *see also, Exemption from Regulation--Boxcar Traffic*, 367 I.C.C. 424, 428 (1983), vacated and remanded on other grounds, *Brae Corp. v. United States*, 740 F.2d 1023 (D.C. Cir. 1984). This statement applies equally to the Board as the ICC's successor.

Exemption of the proposed service from subtitle IV is exactly the type of minor transaction Congress contemplated when it enacted §10502. Requiring Pullman to comply with the requirements of the ICCTA including §10901 for operating authority and §11323 for IPH to continue in control of Pullman is not necessary to carry out the transportation policy of 49 U.S.C. 10101a. A grant of the exemption will further several goals of the ICCTA including §10101(2) and (7), minimizing federal control over transportation and reducing regulatory barriers to entry. A grant will also facilitate the goals of §10101(5), providing competition with other modes by offering customers a first-class mode of transportation that is different from Amtrak's existing sleeping car service or first class air transportation. Similarly, a grant of this exemption will facilitate the goals of §10101(15) by providing an energy-efficient form of transportation. Moreover, neither of the alternative provisions of §10502(a)(2) is implicated. A service that would carry no more than several dozen passengers per trip several times per

month between these points representing an infinitesimal share of the total air and rail passengers in that market is certainly limited in scope. Although this provision focuses on captive shippers rather than customers, the passengers that Pullman would serve cannot be regarded as captive. Aside from Amtrak's *City of New Orleans*, there are numerous flights and bus trips per day serving the Chicago-New Orleans corridor. Finally, abundant highway competition exists in the form of limited access interstate highways linking the two endpoints of Pullman's service. Pullman anticipates that other services it might add would also face substantial competition including from Amtrak and commercial airline service as well as an extensive interstate highway network.

IV.  
SCHEDULE PROPOSED

Pullman does not anticipate any public opposition to the proposed service. However, it proposes the following procedural schedule to ensure that all affected parties are heard expeditiously.

<u>Day</u>	<u>Event</u>
0	Petition filed
16	Notice of Petition published and posted on Board website
31	Public comments due
45	Decision effective in absence of any comments
60	Decision issued if comments are filed, effective on service

V.  
INFORMATION ABOUT PROPOSAL

**INFORMATION REQUIRED BY 49 CFR §1150.31**

Name and Address of Applicant **49 CFR §1150.33(a)**

The Pullman Sleeping Car Company, LLC  
118 South Clinton Street,  
Suite 400  
Chicago, IL 60661

Applicant's Representative **49 CFR §1150.33(b)**

John D. Heffner  
Strasburger & Price, LLP  
1025 Connecticut Ave., N.W.  
Suite 717  
Washington, D.C. 20036  
(202) 742-8607

Statement of Agreement **49 CFR §1150.33(c)**

Not applicable. Pullman is conducting its initial operations pursuant to Amtrak's private car tariff. Pullman enjoys access to the national rail system through Amtrak's contractual rights with its host railroads. Any operations conducted outside the Amtrak system will be through future contractual arrangements with railroads.

Operator of the Property **49 CFR §1150.33(d)**

As noted above, Pullman is providing and will continue to provide all common carrier passenger rail operations.

Brief Summary of Transaction

**49 CFR §1150.33(e)**

Pullman is providing and seeks to continue to provide a first-class sleeping car service for passengers traveling between the end points of Chicago, IL, and New Orleans, LA. Pullman conducts its current operations under Amtrak's private car tariff with Amtrak handling Pullman's equipment in its *City of New Orleans*. Pullman also seeks authority to provide service over additional routes, either in conjunction with Amtrak or in conjunction with and pursuant to agreements with the owners of other railroad lines, should market demand warrant and feasibility permit such service.

Other information required

(1) The name and address of the party transferring the subject property:<sup>9</sup>

N.A. No physical property will be transferred as a result of this filing and no operating rights will be granted. The present service is being conducted pursuant to Amtrak's private car tariff.

(2) The proposed time schedule for consummation of the transaction:

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<sup>9</sup> Amtrak's address is 60 Massachusetts Ave., N.W., Washington, D.C., 20001.

N.A. Inasmuch as this is an existing service for which authority is now being sought, there is no time schedule for consummation.

The mileposts of the subject property, including any branch lines:

N.A. The majority of the line over which Pullman's initial service operates is owned by the Illinois Central Railroad, a subsidiary of Canadian National Railway. Departure from Chicago is from Amtrak-owned Chicago Union Station Company. Arrival in New Orleans is at the New Orleans Union Passenger Terminal, operated by Amtrak. Amtrak's timetable merely identifies the route as Chicago Union Station, mile 0, to New Orleans Union Passenger Terminal, mile 934.

The total route miles to be operated:

934 miles.

Map

**49 CFR §1150.33(f)**

A map depicting the railroad trackage to be operated is attached as Exhibit B.

Certificate of Carrier Classification    **49 §CFR 1150.33(g)**

Pullman certifies that with this transaction its projected annual revenues will be less than \$5,000,000 annually. A certificate complying with the provisions of 49 CFR §1150.33(g) is attached as Exhibit D.

Transactions Imposing Interchange Commitments **49 CFR §1150.33(h)**

N.A. There are no agreements applicable to the service imposing any interchange commitments.

Labor Protection

N.A. Labor protective conditions are not applicable to transactions under 49 U.S.C. §10901 or to control transactions between class III railroads under 49 U.S.C. §11323.

Environmental and Historic Preservation Data **49 CFR §1105**

Pursuant to 49 CFR §1105.6(c) (2), the proposed transaction is exempt from environmental review under 49 CFR §1105(c) (2) (i), because the actions proposed herein will not cause any operating changes that exceed the thresholds established in 49 CFR §1105.7(e) (4) or (5).

In addition, this transaction is exempt from historic review under 49 CFR §1105.8(b) (1). Under this section, a sale, lease or transfer of a rail line is exempt if rail operations will continue. Further Board approval is required for the parties to abandon service, and there are no plans to dispose of or alter the properties subject to Board jurisdiction.

VI.  
CONCLUSION

Pullman requests that the Board expeditiously process its Petition to determine whether the Board has jurisdiction, and if so, to exempt Pullman's initial service from all provisions of Subtitle IV of the ICCTA. Moreover, Pullman seeks an exemption from Subtitle IV to provide service over additional routes at a later date should market demand warrant such services.

Respectfully submitted,



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Dated: February 14, 2014

# **EXHIBIT A**

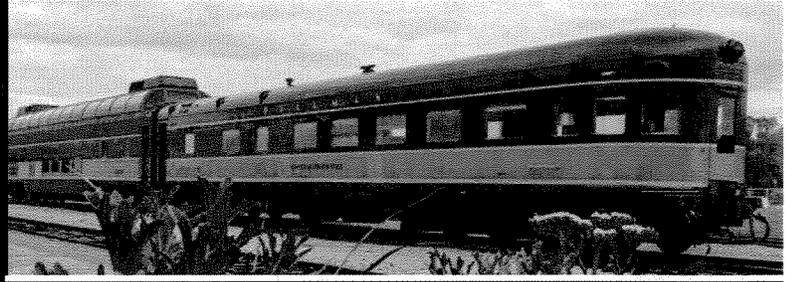
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TRAVELPULLMAN.COM OR  
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## PULLMAN RAIL JOURNEYS

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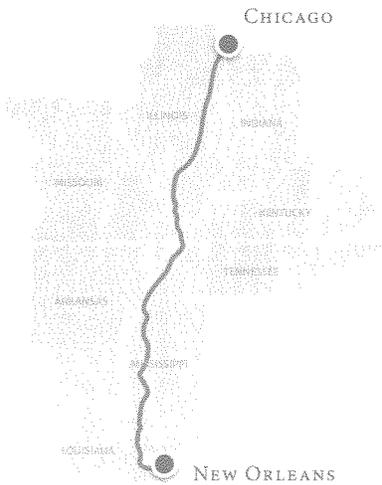
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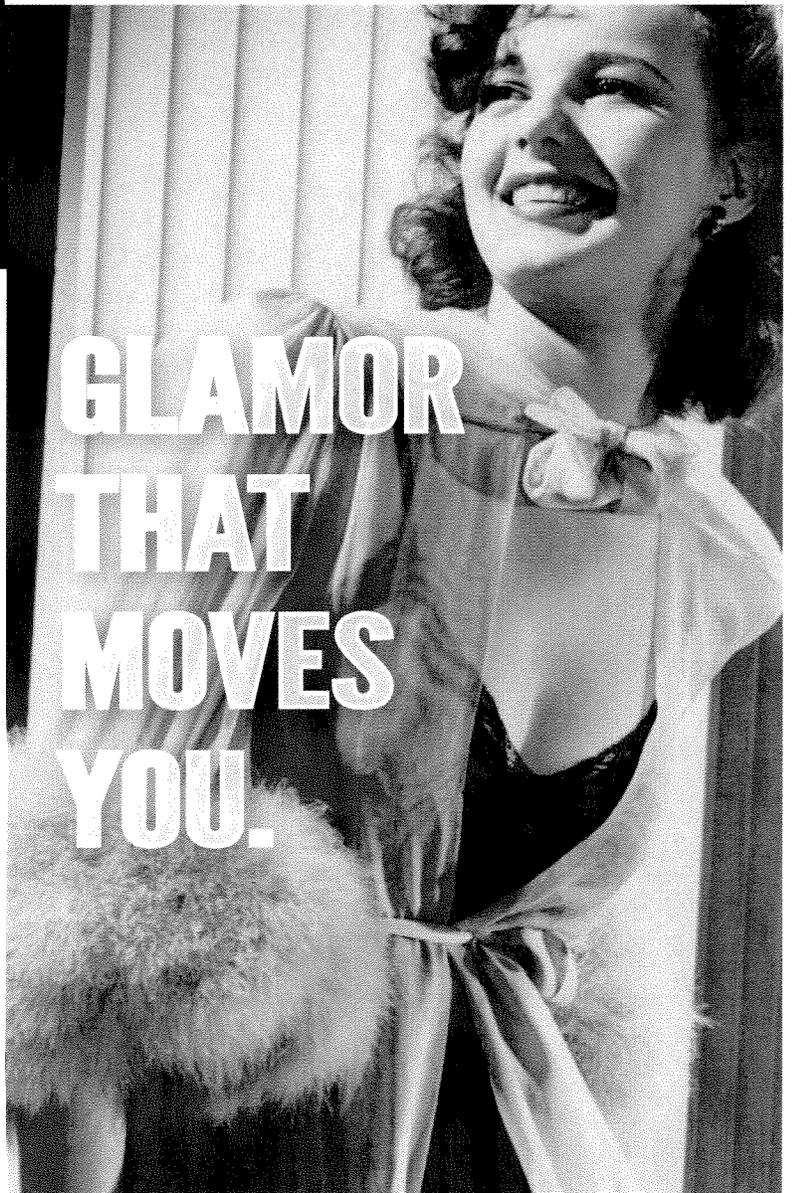
**PULLMAN**  
RAIL JOURNEYS



Reservations Office: 118 South Clinton Street, Suite 390, Chicago, IL 60661.

**Full prepayment is due at the time of booking.** Cancellations must be received in writing from the Customer via facsimile or email designated by the company; telephone cancellations are not accepted. The Customer is liable for payment-in-full if prepayment has been received and the reservation has been cancelled at any point less than forty-five (45) days prior to departure. PRJ may, in the event of a force majeure event, without notice, cancel, terminate, divert, postpone or delay any train or the right of carriage without liability except to issue a refund. The refund will be made in the original form of payment in accordance with refund rules for any unused portion of the ticket. Force Majeure Event means: Any condition beyond PRJ's control including, but without limitation, meteorological conditions, acts of nature, riots, civil commotion, embargoes, wars, hostilities, or disturbances - actual, threatened, or reported. Also, because of any delay, demand, circumstances or requirement due, directly or indirectly to such conditions, or Any strike, work stoppage, slowdown, lockout or any other labor related dispute involving or affecting Amtrak's services, or Any government regulation, demand or requirement, or Any shortage of labor, fuel or facilities of PRJ, Amtrak or others, or Any fact not reasonably foreseen, anticipated or predicted by PRJ, including but not limited to service disruptions on Amtrak.

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Get on board with Pullman Rail Journeys, a collection of upscale rail experiences from The Pullman Sleeping Car Company. Now departing roundtrip and one-way between Chicago and New Orleans. Travel with us overnight from Chicago Tuesday and Friday evenings and New Orleans Thursday and Sunday afternoons. Let us deliver you pampered, relaxed and refreshed.

## Glamor that Moves You

Each individual guest is a VIP aboard Pullman Rail Journeys. Renowned for their stylish, Art Deco design, plush accommodations and superb service from attentive Porters and Stewards, the Chicago-based Pullman Car Company invented luxury Rail travel with its creation of the world's premier first-class sleeping car. Each classic Pullman car has undergone an ardently detailed and historically accurate restoration that upholds the Pullman tradition of style, ambience and craftsmanship. Modern amenities like Wi-Fi, ergonomic design and additional showers have been added to ensure your journey is as comfortable and sophisticated as possible.

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Your Pullman experience includes roundtrip or one-way rail transportation from Chicago or New Orleans, all meals and beverages including spirits, as well as the renowned and attentive service of your Pullman Conductor, Porters and Stewards.

## Leave the Stress of Modern Travel Behind

Your vacation begins the moment you climb aboard. Free yourself from the stress of getting there and allow Pullman to become as necessary and enjoyable as arriving at your destination. Our Pullman Porters respond to your every request, freeing you to mingle over cocktails and engage with your travel companions in the friendly Club Car. Take in the views of the rolling American landscape while our chef prepares your delicious, world-class meals. Stay connected with Wi-Fi. Then tuck in to the warm and inviting atmosphere of your sleeping quarters. You reach your destination refreshed and ready to take on your next adventure.

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Now accepting reservations for departures in 2013 and 2014 beginning March 29, 2013. VIP requests are welcome.

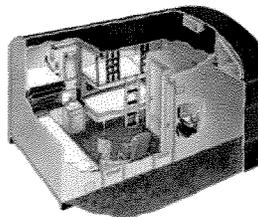
## Accommodations & Base Pricing

Single Occupancy per person

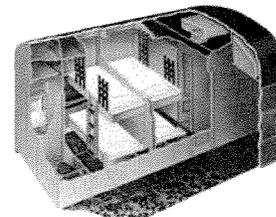
Class of service	Accommodations	Standard		Premium	
		Single Occupancy	Double Occupancy	Single Occupancy	Double Occupancy
A	Master Room or Drawing Room	\$2,850	\$2,850	\$3,420	\$3,420
B	Master Room or Double Bedroom	\$1,950	\$1,950	\$2,340	\$2,340
	Single Bedroom	\$1,275	n/a	\$1,530	n/a
C	Roomette	\$900	n/a	\$1,080	n/a
D	Section - Lower Berth	\$800	n/a	\$960	n/a
	Section - Upper Berth	\$500	n/a	\$600	n/a

Pricing schedule is one-way and doubled for round-trip travel. Taxes are included in the pricing schedule and are subject to change without notice. Premium pricing applies when travel is booked for travel on the following dates: February 1 through 14, 2013; May 1 through 7, 2013; July 2 through 9, 2013; and February 27 through March 6, 2014.

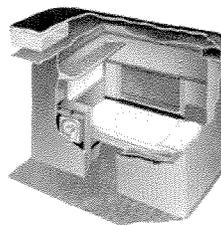
A limited number of Single Bedroom, Roomette and Section accommodations are available at Single Occupancy pricing; individual travelers have the option of reserving any other accommodation at Double Occupancy pricing.



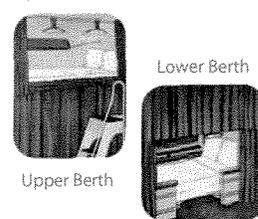
Type A Accommodation\*



Type B Accommodation\*



Type C Accommodation\*



Type D Accommodation\*

\*Historical renderings representing our accommodations. Exact accommodations may vary based on car type.

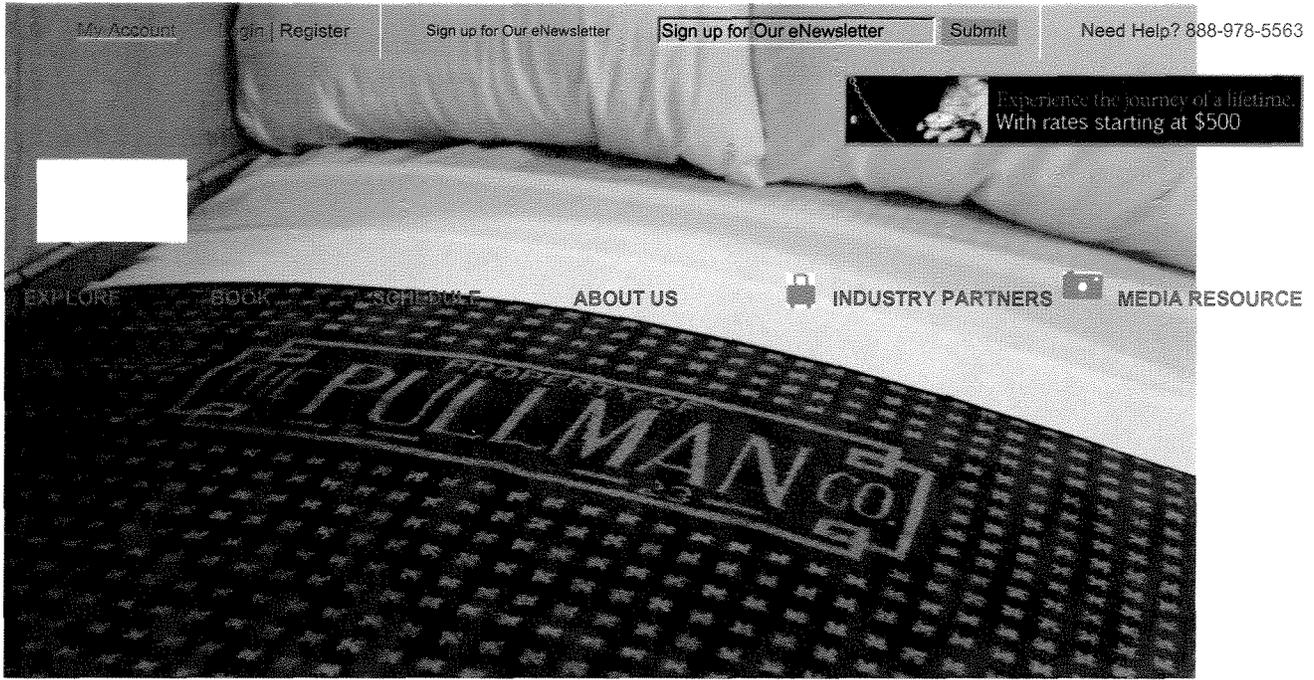


## EXPERIENCE THE REVIVAL OF AN AMERICAN ICON.

Crafted to be as historically accurate as possible, each classic Pullman Car revives the iconic spirit of American rail travel.

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## Schedule & Fares

[Download full list of departure days \(.xlsx format\)](#)

### Timetable

Pullman Service <b>City of New Orleans</b> 59		Train Number	Pullman Service <b>City of New Orleans</b> 58	
Read Down		Station/City	Read Down	
8:00P	Depart	Chicago, IL	Arrive	9:00A
8:54P		Homewood, IL		7:44A
9:23P		Kankakee, IL		7:13A
		Gilman, IL		
		Rantoul, IL		
10:34P		Champaign-Urbana, IL		6:10A
11:13P		Mattoon, IL		5:23A
11:37P		Effingham, IL		4:57A
12:25A		Centralia, IL		4:10A
		Du Quoin, IL		
1:21A	Arrive	Carbondale, IL	Depart	3:16A
1:26A	Depart		Arrive	3:11A
3:14A		Fulton, KY		1:04A
3:56A		Newbern-Dyersburg, TN		12:22A
6:27A	Arrive	Memphis, TN	Depart	10:40P
6:50A	Depart		Arrive	10:00P
9:00A		Greenwood, MS		7:37P
9:51A		Yazoo City, MS		6:42P
11:20A		Jackson, MS		5:44P
11:55A		Hazlehurst, MS		4:17P
12:16P		Brookhaven, MS		3:56P
12:40P		McComb, MS		3:32P
1:28P		Hammond, LA		2:45P
3:32P	Arrive	New Orleans, LA	Depart	1:45P

### Fares

A-Class Master double occupancy	\$2850
B-Class Bedroom double occupancy	\$1950
B-Class Compartment single occupancy	\$1275
C-Class Roomette single occupancy	\$900
D-Class Open Section Upper Berth single occupancy	\$500
D-Class Open Section Lower Berth single occupancy	\$800

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<b>DEPARTURE DAY</b>	<b>Departure Date</b>
--------------------------	---------------------------

Sunday	21 Apr 13
Thursday	25 Apr 13
Sunday	28 Apr 13
Thursday	02 May 13
Sunday	05 May 13
Thursday	09 May 13
Thursday	16 May 13
Thursday	23 May 13
Sunday	26 May 13
Thursday	30 May 13
Sunday	02 Jun 13
Thursday	06 Jun 13
Sunday	09 Jun 13
Thursday	13 Jun 13
Sunday	16 Jun 13
Thursday	20 Jun 13
Sunday	23 Jun 13
Thursday	27 Jun 13
Sunday	30 Jun 13
Thursday	04 Jul 13
Sunday	07 Jul 13
Thursday	11 Jul 13
Sunday	14 Jul 13
Thursday	18 Jul 13
Sunday	21 Jul 13
Thursday	25 Jul 13
Sunday	28 Jul 13
Thursday	01 Aug 13
Sunday	04 Aug 13
Thursday	08 Aug 13
Sunday	11 Aug 13
Thursday	15 Aug 13
Sunday	18 Aug 13
Thursday	22 Aug 13
Sunday	25 Aug 13
Thursday	29 Aug 13
Sunday	01 Sep 13
Thursday	05 Sep 13
Sunday	08 Sep 13
Thursday	12 Sep 13
Sunday	15 Sep 13
Thursday	19 Sep 13
Sunday	22 Sep 13
Thursday	26 Sep 13
Sunday	29 Sep 13
Thursday	03 Oct 13
Sunday	06 Oct 13
Thursday	10 Oct 13
Sunday	13 Oct 13
Thursday	17 Oct 13
Sunday	20 Oct 13
Thursday	24 Oct 13
Sunday	27 Oct 13

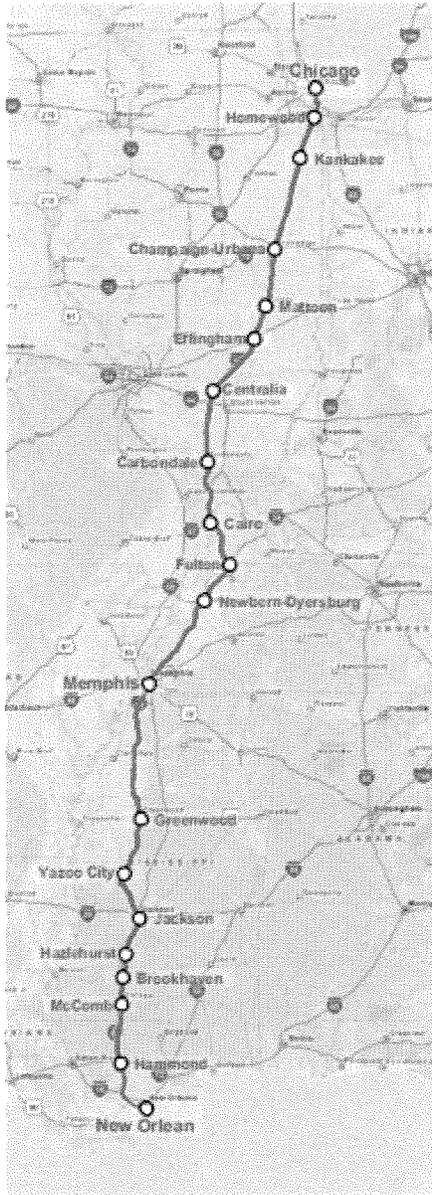
Thursday	31 Oct 13
Sunday	03 Nov 13
Thursday	07 Nov 13
Sunday	10 Nov 13
Thursday	14 Nov 13
Sunday	17 Nov 13
Thursday	21 Nov 13
Sunday	24 Nov 13
Thursday	28 Nov 13
Sunday	01 Dec 13
Thursday	05 Dec 13
Sunday	08 Dec 13
Thursday	12 Dec 13
Sunday	15 Dec 13
Thursday	19 Dec 13
Sunday	22 Dec 13
Thursday	26 Dec 13
Sunday	29 Dec 13
Thursday	02 Jan 14
Sunday	05 Jan 14
Thursday	09 Jan 14
Sunday	12 Jan 14
Thursday	16 Jan 14
Sunday	19 Jan 14
Thursday	23 Jan 14
Sunday	26 Jan 14
Thursday	30 Jan 14
Sunday	02 Feb 14
Thursday	06 Feb 14
Sunday	09 Feb 14
Thursday	13 Feb 14
Sunday	16 Feb 14
Thursday	20 Feb 14
Sunday	23 Feb 14
Thursday	27 Feb 14
Sunday	02 Mar 14
Thursday	06 Mar 14
Sunday	09 Mar 14
Thursday	13 Mar 14
Sunday	16 Mar 14
Thursday	20 Mar 14
Sunday	23 Mar 14
Thursday	27 Mar 14
Sunday	30 Mar 14
Thursday	03 Apr 14
Sunday	06 Apr 14
Thursday	10 Apr 14
Sunday	13 Apr 14
Thursday	17 Apr 14
Sunday	20 Apr 14
Thursday	24 Apr 14
Sunday	27 Apr 14
Thursday	01 May 14
Sunday	04 May 14
Thursday	08 May 14

Sunday	11 May 14
Thursday	15 May 14
Sunday	18 May 14
Thursday	22 May 14
Sunday	25 May 14
Thursday	29 May 14
Sunday	01 Jun 14
Thursday	05 Jun 14
Sunday	08 Jun 14
Thursday	12 Jun 14
Sunday	15 Jun 14
Thursday	19 Jun 14
Sunday	22 Jun 14
Thursday	26 Jun 14
Sunday	29 Jun 14
Thursday	03 Jul 14
Sunday	06 Jul 14
Thursday	10 Jul 14
Sunday	13 Jul 14
Thursday	17 Jul 14
Sunday	20 Jul 14
Thursday	24 Jul 14
Sunday	27 Jul 14
Thursday	31 Jul 14
Sunday	03 Aug 14
Thursday	07 Aug 14
Sunday	10 Aug 14
Thursday	14 Aug 14
Sunday	17 Aug 14
Thursday	21 Aug 14
Sunday	24 Aug 14
Thursday	28 Aug 14
Sunday	31 Aug 14
Thursday	04 Sep 14
Sunday	07 Sep 14
Thursday	11 Sep 14
Sunday	14 Sep 14
Thursday	18 Sep 14
Sunday	21 Sep 14
Thursday	25 Sep 14
Sunday	28 Sep 14
Thursday	02 Oct 14
Sunday	05 Oct 14
Thursday	09 Oct 14
Sunday	12 Oct 14
Thursday	16 Oct 14
Sunday	19 Oct 14
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Thursday	30 Oct 14
Sunday	02 Nov 14
Thursday	06 Nov 14
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Thursday	13 Nov 14
Sunday	16 Nov 14

Thursday	20 Nov 14
Sunday	23 Nov 14
Thursday	27 Nov 14
Sunday	30 Nov 14
Thursday	04 Dec 14
Sunday	07 Dec 14
Thursday	11 Dec 14
Sunday	14 Dec 14
Thursday	18 Dec 14
Sunday	21 Dec 14
Thursday	25 Dec 14
Sunday	28 Dec 14

# **EXHIBIT B**

Exhibit B



# **EXHIBIT C**



## 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.



## PRIVATE CAR RATES

### Train Mileage Fees

\$2.10 per car mile.

\$1.60 per car mile for additional cars moving under the same movement request or reservation. Private cars that are on the same train that have not requested to move together on a movement request will be charged the full rate of \$2.10 per mile.

### Train Mileage – Frequent Traveler Option

\$1.90 per mile for a single car only, which operates between the same city pair (round trip) for five trips in a calendar year. Payable up front and there will be no refund if the car does not make these trips in the same calendar year.

### Overnight Parking

\$100 per car, per day. This applies when a private 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 an exact delivery date cannot be determined. Additionally, no charge will be made at transfer points or terminals when cars are being held for the earliest connecting train or when a car remains with the consist at a turn around location.

At certain locations, such as: Denver, Kansas City and Saratoga, Amtrak does not own the parking rights at those facilities. Therefore, the car Owner/Operator must contract with the owners of those facilities directly. The following exceptions also apply to parking at several Amtrak locations:

New Orleans – 20% surcharge (City of New Orleans) on the total cost of parking while in NOUPT.

Boston - \$300 fee (MBTA charges) per night.

Portland - \$225 fee (City of Portland charges) per night.

### Monthly Parking

\$2,000 per each 30 day period.

### Short Term Parking

\$1,500 for each month, for a minimum of a three month period.

### Long Term Parking

\$1,000 for each month, for a minimum of a six month period.

### Car Wash

\$125 will be charged only if car is washed separately from the inbound or outbound train set.

### Waste Tank Service

\$75 will be charged, when a private car has its septic system serviced by Amtrak. If an outside contractor performs this service, the private car Owner/Operator must arrange payment directly with the contractor and they must comply with all of Amtrak's environmental and safety regulations.

### **Terminal Switching Charges**

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 not limited to crews on overtime or when an additional switch crew is required.

### **Special Terminal Switching Charges**

\$250 per switch for movement 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

### **Additional Locomotive Fee**

\$3.25 will be assessed per mile, when an additional 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.

### **Minimum Charge**

\$1,000 is the minimum charge per movement.

### **Annual Car Administrative Fee**

\$250 per car will be charged each year as an administrative fee. This is a per car fee that is due at the start of each calendar year.

### **30 Day Past Due Balance Fees**

All Owners/Operators who have an outstanding balance of over 30 days will be charged a 2% per month late fee for each 30 day period that their payment is delinquent.

### **Railroad Fees**

Will be based on switching, parking and other related fees that are associated with the movement or storage of a private/business car that is not directly billed to the Owner by the freight railroad. These fees will be added to the Amtrak charges and itemized accordingly on the private car billing worksheet.

### **Additional Assistant Conductor Fees**

Will be based on crew hours paid by Amtrak where an additional Assistant Conductor is required. Fees will be determined accordingly.

### **Liability Insurance (BELIP)**

Will be charged at the market rate.

### **Special Event Surcharge**

Varies by event and location and will be priced accordingly. This includes major sporting events, conventions, film shoots, public relations opportunities and other special affairs or programs. The Amtrak System Operations Department must be notified of all special events that are to be held while on Amtrak or railroad property.



# 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: \_\_\_\_\_



(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			
						Dead	Pwr	Occ	Other Services
		/ /				<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"/>	
		/ /				<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"/>	
		/ /				<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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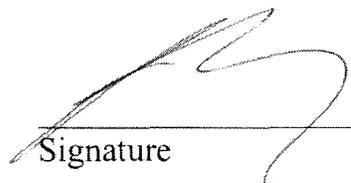
# **EXHIBIT D**

Exhibit D

*Certification*

I, Edwin E. Ellis, certify that I am President (state position) of The Pullman Sleeping Car Company, LLC (name of carrier) and that applicant's projected revenues will not exceed \$5 million annually and will not result in the applicant becoming a Class I or Class II carrier under the provisions of 49 CFR 1201(1-1).

Dated: May 15, 2013

  
Signature

**VERIFICATION**

STATE OF Illinois)

)

SS

CITY OF Chicago)

Edwin E. Ellis, being duly sworn according to law, hereby deposes and states that (s)he is holds the position of President with applicant/petitioner (respondent), is authorized to make this Verification, has read the foregoing document, and knows the facts asserted therein are true an accurate as stated, to the best of (her) his knowledge, information, and belief.



Subscribed to and sworn to before me, a Notary Public, in and for the City of Chicago in the State of Illinois, this 15 day of May, 2013.

  
Notary Public

My commission expires: Jan 13 2017

