# Loup Logistics Program for Denver Destination Lumber

STCC: Commodity: Effective: Expires: Route: 24-211, 24-214, 24-215, 24-299, 24-913, 24-997 Lumber 1/15/2023 1/14/2024 UP Direct

# Rates include: Destination Transload & Rail Rate Authority: UPRR 24 Quote Version: A Rail Origin: Various Rail Destination: Denver,CO Rates Subject to Selective Increases

Destination Transload : Mountain Reload, Denver,CO

Loup Logistics MUST BE LISTED as the SEND FREIGHT party on the rail waybill if rate includes rail charges.

## **FSC Provisions**

### BASE RATES INCLUDING RAIL ARE SUBJECT TO MILEAGE BASED FSC

### UPRR FSC may be found at the following link.

http://www.uprr.com/customers/surcharge/index\_mileage.shtml

### UPRR Mileage may be found at the following link.

http://www.uprr.com/customers/surcharge/inter\_fuel\_calc.shtml

Services: Destination Transload & Rail

Rail Origin Groups	Sys CTB LT 205,000 LBS	Sys CTB GT 205,000 LBS
AR - LITTLE ROCK UPG	\$8,280	\$8,894
AR - NORTHWEST UPG	\$8,390	\$8,991
AR - SOUTH UPG	\$8,295	\$8,891
AR, VAN BUREN	\$6,380	\$6,822
CA - N CAL UPG	\$10,044	\$10,777
CA - SACRAMENTO UPG	\$10,044	\$10,777
CO - DENVER UPG	\$3,668	\$3,890
ID - BOISE UPG	\$8,815	\$9,450
ID, EASTPORT	\$17,443	\$17,443
IL - CHICAGO UPG	\$8,015	\$8,585
LA - NORTH UPG	\$15,818	\$17,013
LA - NORTH UPG	\$15,818	\$17,013
LA - SOUTH UPG	\$15,136	\$16,279
LA - SOUTH UPG	\$15,136	\$16,279
MN - MINNEAPOLIS UPG	\$7,850	\$8,408
MO - KANSAS CITY UPG	\$8,597	\$9,214
MT - MONTANA UPG	\$9,195	\$9,860
OK - EASTERN UPG	\$7,818	\$8,375
OR - BEND UPG	\$9,723	\$10,431
OR - COASTAL UPG	\$10,070	\$10,805
OR - EUGENE UPG	\$9,928	\$10,656
OR - K FALLS UPG	\$9,895	\$10,617
OR - MEDFORD UPG	\$10,062	\$10,800
OR - PORTLAND UPG	\$9,769	\$10,478
OR - ROSEBURG UPG	\$10,062	\$10,800
TN - MEMPHIS UPG	\$7,417	\$7,940
TX - DALLAS/FT WORTH UPG	\$8,843	\$9,482
TX - HOUSTON UPG	\$9,123	\$9,783
TX - NORTHEAST UPG	\$8,952	\$9,599
WA - SEATTLE UPG	\$9,828	\$10,543
WA - SPOKANE MINUS EASTPORT IPG	\$8,977	\$9,623
WA - WALLULA UPG	\$9,587	\$10,284
WI - SUPERIOR UPG	\$8,272	\$8,862

\*Rates only apply in UP owned/leased equipment

Services: Destination Transload Only

Service	Truck	Unit	Sys CTB LT 205,000 LBS	Sys CTB GT 205,000 LBS
Destination Transload Only			\$873	\$873
Truck to Truck Transload	\$297			
Rebanding		\$48		
		Storage		
		\$6.0	0 per bundle per month after	30 days free (first in, first out)
		Dray:		
Truck Destination	Base Rate (Per Truck)			
Adams City, CO	\$355			
Akron, CO	\$655			
Alamosa, CO	\$1,130 \$2,200			
Albequerque, NM Aspen, CO	\$2,200 \$1,030			
Aurora, CO	\$355			
Bailey, CO	\$505			
Basalt, CO	\$945			
Bennett, CO	\$405			
Boulder, CO	\$400			
Breckenridge, CO	\$650			
Brighton, CO	\$355			
Broomfield, CO	\$355			
Buena Vista, CO	\$755			
Burlington, CO	\$785			
Canon City, CO	\$685			
Carbondale, CO	\$960			
Carr, CO	\$555			
Casper, WY	\$1,125			
Castle Rock, CO	\$420			
Cheyenne Wells, CO	\$840			
Cheyenne, WY	\$635			
Colorado Springs, CO	\$555			
Commerce City, CO	\$355			
Cortez, CO	\$1,650 \$1,110			
Craig, CO Crested Butte, CO	\$1,110 \$1,200			
Dacono, CO	\$1,300 \$395			
Delta, CO	\$1,320			
Denver, CO	\$355			
Durango, CO	\$1,600			
Eagle, CO	\$760			
Edwards, CO	\$735			
Englewood, CO	\$355			
Erie, CO	\$405			
Fairplay, CO	\$670			
Falcon, CO	\$520			
Fort Lupton, CO	\$420			
Fountain, CO	\$570			
Franktown, CO	\$415			
Fredrick, CO	\$410			
Frisco, CO	\$585			
Ft Collins, CO	\$530 \$545			
Ft Morgan, CO	\$545 \$995			
Glenwood Springs, CO	\$885 \$355			
Golden, CO Granby, CO	\$355 \$690			
Grand Junction,CO	\$090 \$1,095			
Greeley, CO	\$500			
Gypsum, CO	\$300 \$745			
Hayden,CO	\$1,045			
Hudson, CO	\$450			
Johnstown, CO	\$470			
Keenesburg, CO	\$495			
Lakewood, CO	\$355			

La Junta, CO	\$760	
Lamar, CO	\$935	
Laramie, WY	\$660	
Littleton, CO	\$355	
Longmont, CO	\$405	
Louisville, CO	\$355	
Lafayette, CO	\$305	
Loveland, CO	\$480	
Milliken, CO	\$480	
Montrose, CO	\$1,345	
Monument, CO	\$510	
Pagosa Springs, CO	\$1,505	
Paonia, CO	\$1,315	
Parker, CO	\$405	
Penrose, CO	\$645	
Peyton, CO	\$585	
Pierce, CO	\$555	
Platteville, CO	\$405	
Poncha Springs, CO	\$910	
Pueblo, CO	\$655	
Rawlins, WY	\$1,045	
Redstone, CO	\$1,015	
Rifle, CO	\$975	
Roggen, CO	\$495	
Roydale, CO	\$370	
Sante Fe, NM	\$1,775	
Silt, CO	\$960	
Silverthorne, CO	\$560	
South Fork, CO	\$1,320	
Steamboat Springs, CO	\$1,000	
Sterling, CO	Discontinued	
Tabernash, CO	\$665	
Thornton, CO	\$355	
Telluride, CO	\$1,720	
Wellington, CO	\$546	
Westminister.CO	\$355	
Wheat Ridge, CO	\$355	
Windsor, CO	\$355 \$480	
,	\$480 \$625	
Woodland Park, CO		
Yuma, CO	\$730	
Vail, CO	\$690	
		General Rate Provisions

1. Services: Loup Logistics Company ("Loup") agrees to provide to customer ("Customer"), as a freight broker, transportation services and/or distribution services ("Services"). Unless expressly agreed to by Loup otherwise, the Services performed by Loup under this Rate Offer are limited to arranging, but not actually performing, transportation of Customer's shipments ("Shipments"). Customer acknowledges that Loup does not control the manner in which any service provider engaged by Loup to perform Services performs its services. Loup does not guarantee availability of rail service or equipment. These Rate Terms are subject to the terms and conditions set forth in the circulars located at http://www.uprr.com/customers/myterms.shtml. Further liability and claims terms and conditions can be found at https://www.louplogistics.com/resource-center/claims.html.

2. Rate and Charges: Rates include only the Services expressly agreed to by Loup. All rates are subject to a fuel surcharge calculated monthly. Customer agrees that the rates do not include the cost of dunnage material or the cost of split loads. Customer acknowledges that rates are subject to change at any time. Customer must establish credit with Loup prior to any Shipment. Rates do not apply to dimensional Shipments (i.e. shipments with one or more of the following: width greater than 11' (including protrusions), height greater than 17' above the top of the rail or loads that overhang the end of the rail car. Such dimensional Shipments must be pre-approved by the Union Pacific Clearance Team.

3. Payment Terms: Payment terms are 15 days from the date of invoice. Rates are in US dollars and Customer shall pay Loup in US dollars in accordance with the credit and collection terms set forth in Uniform Freight Classification 6000-series, Rule 62, as amended. Customer must deliver to Loup any documentation necessary for Loup to issue accurate invoices within 15 days prior to the first shipment. If such documentation is not provided prior to such 15 day period, then any inaccurate invoices issued due to the failure to receive such information will not be updated. Customer must present any claim for overcharges or undercharges within one (1) year from the date of the Shipment's waybill. Customer must commence any court proceeding to collect an overcharge or an undercharge within six (6) months of the date of written declination of a timely filed claim.

4. Term: Loup reserves the right to terminate these Rate Terms, in whole or in part, by giving Customer not less than 15 days' notice of such termination. Termination of these Rate Terms, or any portion thereof, for any reason shall not release Customer from any obligations it may have accrued prior to such termination.

5. Shipping: Customer shall provide Loup with complete and accurate shipping instructions that accurately identify the cargo, applicable STCC, origin, destination, and equipment identification number in the bill of lading (or other written instructions). Customer agrees that Loup shall rely upon such shipping instructions and the items identified therein and that Loup has no obligation to review the accuracy of such instructions. The documentation shall also provide that all rail freight charges be sent to: Loup, 1400 Douglas St Stop1230; Omaha, NE 68179.

6. Customer Obligations: Customer shall, and shall ensure its designated motor carriers, comply with all applicable laws, rules and regulations, including, without limitation, with respect to required permits. Customer shall cause its designated motor carriers to provide proof of any required permit upon Loup's request. Customer shall comply with all loading, bracing and blocking requirements set forth in the applicable American Association of Railroad publication (as such requirements are approved by Union Pacific Shipment Quality prior to any Shipment).

7. Accessorial Services: To the extent such provisions are not contradictory, these Rate Terms and any accessorial services performed with respect to these Rate Terms are governed by Union Pacific Railroad Company's ("Railroad") published tariffs, as applicable, or any amendment, modification or successor tariffs or publications thereto.

8. Confidentiality: These Rate Terms are confidential, and no party may disclose any of these Rate Terms to any non-party without the prior written consent of the other party except as required by law or to a corporate parent or subsidiary.

9. Miscellaneous: These Rate Terms replace and supersede all prior rate quotes (or similar documents) with respect to the Services. If the operation of any part of these Rate Terms result in a violation of any law, such part shall be severed, and the remaining provisions of these Rate Terms shall continue in full force and effect. To the extent not governed by federal law, these Rate Terms are governed by and construed in accordance with the laws of the State of Nebraska.

ANY SHIPMENT BY CUSTOMER UNDER THESE RATE TERMS CONSTITUTES ACCEPTANCE BY CUSTOMER OF THESE RATE TERMS.

### Acceptance of Quote

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES AND ACCEPTS THE TERMS AND CONDITIONS OF THIS AGREEMENT. ADDITIONALLY, SHIPMENT PRIOR TO SIGNING CONSTITUTES EXECUTION OF THIS AGREEMENT AND ALL TERMS AND CONDITIONS WILL APPLY.

Acknowledged and Agreed:

Customer Name:

Printed Name:

Title:

Date:

Please sign and return via e-mail or fax to Primary Contact Listed Below:

ATTN: Loup Logistics Carload Solutions Marketing

Loup Logistics Contacts

Primary: Lisa Tarver | Manager | Ph 402-544-2424 | Fax 402-501-2950 | LMTARVER@UP.COM

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