

## **Loup Logistics Program for Portland Origin Lumber**

24-211, 24-214, 24-215, STCC: Commodity: 24-299, 24-913, 24-997 Lumber Effective: 1/15/2023 8/31/2023 Expires: Route:

**UP** Direct

Origin Transload: Arrow Reload - Portland, OR

Rates include: Rate Authority:

Rail Origin:

**Quote Version:** 

Α Portland/Albina, OR Various

Origin Transload/ Rail UPRR 24

**Destination:** Rates Subject to Selective Increases

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: Origin Transload & Rail

Rail Destination Groups	Sys CTB LT 205,000 LBS	Sys CTB GT 205,000 LBS	Non-Sys CTB LT 205,000 LBS	Non-Sys CTB GT 205,000 LBS
AR - LITTLE ROCK UPG	\$11,552	\$12,398	\$12,441	\$13,358
AR - SOUTH UPG	\$11,766	\$12,629	\$12,672	\$13,606 \$40,005
AR - NORTHEAST UPG	\$10,417	\$11,176	\$11,219	\$12,035 \$44,050
AR - NORTHWEST UPG AZ - PHOENIX UPG	\$10,269 \$11,368	\$11,011 \$12,199	\$11,054 \$12,242	\$11,858 \$13,143
AZ - TUCSON UPG	\$11,706	\$12,199 \$12,565	\$12,608	\$13,542
CA - BAKERSFIELD UPG	\$7,594	\$8,122	\$8,165	\$8,740
CA - EL CENTRO UPG	\$9,647	\$10,341	\$10,384	\$11,137
CA - FRESNO UPG	\$7,321	\$7,829	\$7,872	\$8,423
CA - LA BASIN UPG	\$8,746	\$9,366	\$9,409	\$10,085
CA - N CAL UPG	\$6,425	\$6,862	\$6,905	\$7,379
CA - OAKLAND UPG	\$6,439	\$6,876	\$6,919	\$7,379
CA - SACRAMENTO UPG	\$6,439	\$6,876	\$6,919	\$7,395
CA - SAN BERNARDINO UPG	\$8,734	\$9,352	\$9,395	\$10,072
CO - DENVER UPG	\$9,338	\$10,004	\$10,047	\$10,773
CO - GRAND JCT UPG	\$9,365	\$10,038	\$10,081	\$10,807
IA - CENTRAL UPG	\$10,925	\$11,721	\$11,764	\$12,626
IA - EASTERN UPG	\$10,673	\$11,449	\$11,492	\$12,331
ID - BOISE UPG	\$8,122	\$8,693	\$8,736	\$9,357
ID - POCATELLO UPG	\$8,206 \$0.753	\$8,785	\$8,828	\$9,453 \$14,350
IL - CHICAGO UPG	\$9,753	\$10,454	\$10,497	\$11,259 \$43,850
IL - NORTHWEST UPG IL - SOUTHEAST UPG	\$11,125 \$10,093	\$11,937 \$10,822	\$11,980 \$10,865	\$12,859 \$11,655
IL - ST LOUIS UPG	\$10,093	\$10,622 \$10,401	\$10,865 \$10,444	\$11,201
IN - SOUTH CHICAGO UPG	\$10,440	\$10, <del>4</del> 01 \$11,196	\$11,239	\$12,058
KS - TOPEKA UPG	\$10,440	\$10,937	\$10,980	\$12,038 \$11,778
KS - WESTERN UPG	\$10,508	\$11,270	\$11,313	\$12,142
KS - WICHITA UPG	\$10,427	\$11,180	\$11,223	\$12,045
LA - NORTH UPG	\$11,830	\$12,701	\$12,744	\$13,687
LA - SOUTH UPG	\$11,830	\$12,701	\$12,744	\$13,687
MN - DULUTH UPG	\$11,342	\$12,170	\$12,213	\$13,112
MN - MINNEAPOLIS UPG	\$10,465	\$11,225	\$11,268	\$12,094
MN - MPLS/TCWR UPG	\$11,667	\$12,522	\$12,565	\$13,493
MN - SOUTH UPG	\$10,238	\$10,976	\$11,019	\$11,823
MO - KANSAS CITY UPG	\$10,351	\$11,104	\$11,147	\$11,962
MO - SPRINGFIELD UPG	\$11,416	\$12,255	\$12,298	\$13,202
NE - OMAHA UPG	\$11,128	\$11,939	\$11,982	\$12,862
NE - WEST UPG	\$9,318	\$9,987	\$10,030	\$10,752
NV - LAS VEGAS UPG	\$9,537	\$10,224	\$10,267	\$11,010
NV - RENO UPG	\$7,360	\$7,872	\$7,915	\$8,470
OK - CENTRAL UPG	\$11,266	\$12,088	\$12,131	\$13,023
OK - EASTERN UPG	\$11,318	\$12,145	\$12,188	\$13,083
TN - MEMPHIS UPG	\$10,214 \$43,370	\$10,952	\$10,995	\$11,796 \$14,207
TX - AMARILLO UPG	\$12,279 \$11,820	\$13,182 \$12,685	\$13,225 \$13,738	\$14,207 \$13,667
TX - AUSTIN/SAN ANTONIO UPG TX - BEAUMONT UPG	\$11,820 \$12,217	\$12,685 \$13,115	\$12,728 \$13,158	\$13,667 \$14,132
TX - BROWNSVILLE UPG	\$12,217	\$13,571	\$13,614	\$14,626
TX - CORPUS CHRISTI UPG	\$12,224	\$13,122	\$13,165	\$14,141
TX - DALLAS/FT WORTH UPG	\$11,133	\$11,946	\$11,989	\$12,868
TX - EAGLE PASS UPG	\$12,753	\$13,695	\$13,738	\$14,758
TX - EL PASO UPG	\$11,821	\$12,687	\$12,730	\$13,670
TX - HOUSTON UPG	\$12,227	\$13,126	\$13,169	\$14,143
TX - LAREDO UPG	\$12,635	\$13,566	\$13,609	\$14,618
TX - NORTHEAST UPG	\$12,620	\$13,551	\$13,594	\$14,605
TX - ODESSA UPG	\$12,467	\$13,386	\$13,429	\$14,425
TX - SWEETWATER UPG	\$12,467	\$13,386	\$13,429	\$14,425
TX - WACO UPG	\$12,379	\$13,290	\$13,333	\$14,320
UT - SALT LAKE UPG	\$8,040	\$8,607	\$8,650	\$9,263
UT - SW UTAH UPG	\$8,982	\$9,621	\$9,664	\$10,361
WA - SPOKANE UPG	\$5,687	\$6,061	\$6,104	\$6,513
WI - EAU CLAIRE UPG	\$11,786	\$12,648	\$12,691	\$13,631
WI - JANESVILLE UPG	\$11,652	\$12,505	\$12,548	\$13,473
WI - LA CROSSE UPG	\$11,786	\$12,648	\$12,691	\$13,631
WI - MILWAUKEE UPG	\$11,622 \$44,300	\$12,472	\$12,515	\$13,440 \$43,063
WI - SUPERIOR UPG WY - WYOMING UPG	\$11,300 \$8.766	\$12,123 \$0.387	\$12,166 \$0,430	\$13,062 \$10,106
VV I - VV I UIVIIING UPG	\$8,766	\$9,387	\$9,430	\$10,106

\*Rates only apply in UP owned/leased equipment

		Α	Additional Services:				
Transload Location		Value Added Service		Base Rate per unit	Base Rate (Per Thousand Board Feet)	Base Rate per Car	Base Rate per Truck
Portland, OR		Standard Storage	after 30 days	<del></del>	\$6.00		por maon
		Full Truck Transload			•		\$298.00
	<b>Effective 7/1/2022</b>	Loading Short Trucks	Surcharge for loading trucks with material 6 feet or less in length				\$286.00
	<b>Effective 7/1/2022</b>	Loading Material in Vans	Surcharge for loading vans				\$286.00
		Re-pack/Re-work per unit		\$52.00			
		Dunnage per unit		\$25.00			
		Cribbing (Customer supplied materials)			\$290.50		
					\$7.50/mbf		
		Lumber Material Transfer			(min \$100 charge)		

Panel Material Transfer Rail car Transload Only Banding Bagging/Super Sacking \$7.50/m sq f (min \$100 charge)

\$900.00

\$35.00 \$26.00

ging/Super Sacking

Logistics Management

\*Daily report notification of cars in exception status (bad orders, delays, extended transit, etc.)

\*Daily reporting and notification of episodic problem escalation and resolution

\*Trend analysis

\*Email and/or phone notification and communication

\*Load and/or empty monitoring of shipments in transit

\*Yearly Performance Quality Review support data analysis
\*Monthly value recap (number of bad orders, transit by lane, etc.)

\*Systemic resolution and escalation

**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"). 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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