



Loup Logistics Program for Denver Destination Metals

STCC: 33124
Commodity: Metals
Effective: 1/1/2021
Expires: 12/31/2021
Route: UP Direct

Rates include: Destination Transload
Rate Authority:
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 Only

Service	Truck	Gondola (Open Top)
Destination Transload (Rebar)	\$215	
Destination Transload (Rebar)		\$860

Value Adds:

Storage:	Free month of receipt; \$3.00/net ton/month after free time
Truck Detention:	\$95/hour
Re-painting of material (no physical movement involved):	\$3/per bundle
Re-painting of material (physical movement involved):	\$5/per bundle
Will call:	\$50/trailer
Drop Charge:	\$75/trailer

Dray:

Truck Destination	Base Rate (Per Truck)
Adams City, CO	\$340
Akron, CO	\$625
Alamosa, CO	\$1,070
Albuquerque, NM	\$2,080
Aspen, CO	\$970
Aurora, CO	\$340
Bailey, CO	\$475
Basalt, CO	\$905
Bennett, CO	\$375
Boulder, CO	\$370
Breckenridge, CO	\$620
Brighton, CO	\$340
Broomfield, CO	\$340
Buena Vista, CO	\$720
Burlington, CO	\$745
Canon City, CO	\$650
Carbondale, CO	\$910
Carr, CO	\$520
Casper, WY	\$1,050
Castle Rock, CO	\$390
Cheyenne Wells, CO	\$720
Cheyenne, WY	\$605
Colorado Springs, CO	\$525
Commerce City, CO	\$340
Cortez, CO	\$1,570
Craig, CO	\$1,055
Crested Butte, CO	\$1,245
Dacono, CO	\$365
Delta, CO	\$1,250
Denver, CO	\$340
Durango, CO	\$1,520
Eagle, CO	\$725
Edwards, CO	\$705
Englewood, CO	\$340
Erie, CO	\$375
Fairplay, CO	\$640
Falcon, CO	\$490
Fort Lupton, CO	\$390
Fountain, CO	\$540
Franktown, CO	\$385
Fredrick, CO	\$380
Frisco, CO	\$555
Ft Collins, CO	\$500
Ft Morgan, CO	\$515
Glenwood Springs, CO	\$850
Golden, CO	\$340
Granby, CO	\$655
Grand Junction,CO	\$1,040
Greeley, CO	\$470
Gypsum, CO	\$715
Hayden,CO	\$1,005
Hudson, CO	\$420
Johnstown, CO	\$440
Keenesburg, CO	\$465
La Junta, CO	\$725
Lamar, CO	\$905
Laramie, WY	\$625
Littleton, CO	\$340
Longmont, CO	\$375
Louisville, CO	\$340
Loveland, CO	\$450
Milliken, CO	\$450
Montrose, CO	\$1,305
Monument, CO	\$490
Pagosa Springs, CO	\$1,420
Paonia, CO	\$1,250
Parker, CO	\$365
Penrose, CO	\$615
Peyton, CO	\$555
Pierce, CO	\$525
Platteville, CO	\$375

Poncha Springs, CO	\$870
Pueblo, CO	\$625
Rawlins, WY	\$1,010
Redstone, CO	\$965
Rifle, CO	\$935
Roggen, CO	\$465
Rovdale, CO	\$340
Sante Fe, NM	\$1,645
Silt, CO	\$925
Silverthorne, CO	\$530
South Fork, CO	\$1,250
Steamboat Springs, CO	\$960
Sterling, CO	\$700
Tabernash, CO	\$635
Telluride, CO	\$1,630
Wellington, CO	\$515
Wheat Ridge, CO	\$340
Windsor, CO	\$450
Woodland Park, CO	\$595
Yuma, CO	\$695
Vail, CO	\$660

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: **Matt Isham | Manager | Ph 402-544-2946 | Fax 402-501-2950 | MEISHAM@UP.COM**
 Secondary: **Max Crinklaw | Manager | Ph 402-544-7920 | Fax 402-501-2950 | MCRINKL@UP.COM**