



AMTRAK®
SYSTEM OPERATIONS

National Railroad Passenger Corporation Guidelines:
Guidelines for the Operation, Maintenance and Storage of Private Cars in Amtrak's LAUS Garden Maintenance Facility and LAUS Station Tracks/ Facilities.

These guidelines will apply to the responsibilities and conduct of the owners, operators, employees and guests who board and ride on privately owned railroad cars.

All private cars are governed by CONDITIONS FOR MOVEMENT; PRIVATELY OWNED RAILROAD CARS ON AMTRAK Effective June 1, 2007 and all related addendums. All private railroad cars also defined as any car on layover, transferred, parked daily or longer including short and long-term parking permits in connection with the October 1, 2017.

Penalties for any violation of these guidelines at any time without warning or prior notice may include:

- Restriction from access and any Amtrak services for a specified time, a minimum of (1) one year to be evaluated on a case-by-case basis.
- Those found in violation of these guidelines can be asked to find other accommodations outside of any Amtrak Los Angeles location including possible expulsion from all Amtrak system-controlled locations.
- Any active (PNR) Passenger Name Record or Transportation Notice is subject to immediate cancelation and forfeiture of monies already paid. Car may be asked to return immediately to initial origin or home base location at the owner's expense.

All car owners have the obligation to ensure that they conduct themselves in an ethical manner and have responsibility to make sure their crew, passengers, and related guests, family or other will abide by these guidelines. This includes anyone who will board or ride. Please show courtesy and respect to all railroad employees. Proper conduct and behavior will reflect to everyone your concern for the safety & welfare of all private car-related parties present.

Please Note: In all cases if anything within these Guidelines conflicts with the tariff, the guidelines shall govern.



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1. Access, Security & Repairs to private cars

Amtrak is willing to allow private car owners to store its private rail car on property owned or controlled by Amtrak subject to the execution and compliance of the Private Car Parking Permit (Permit) or in connection with the private car tariff which can be found at <https://www.amtrak.com/privately-owned-rail-cars>. This website has specific links to the tariff documents as well as all related addendums governing, parking movement and other services. The private car manager located in Amtrak's special moves department in Wilmington, Delaware must approve all cars parked in any fashion at any location. Proof of Insurance satisfying the limits specified in the Permit (Example provided in Appendix A) shall be provided by each car owner or any contractor employed by such private car owner upon request by Amtrak's risk management department or a member of the Charter and special movement's team.

Amtrak's Los Angeles Maintenance facilities and Los Angeles Union Station (LAUS) storage tracks are considered "restricted access" properties. Permission to enter and to move about Amtrak property is revocable at any time, for any reason Amtrak deems appropriate. Some examples include: Security issues, accidents or other emergencies, safety concerns, rules violations and past behavior.

- A. If you need Mechanical assistance of any kind for your Private Car, call the Mechanical Superintendent at (213) 683-6719 or the Mechanical Department Primary Contact the Sr. Manager Quality Assurance at (518) 462-7826. For any emergency 24 Hours a day contact CNOC at 1-800-424-0217, press option "5", for assistance. **Please note:** All employees are given daily work assignments and while some requests may have the potential to be disruptive to Amtrak's operations however all requests will be considered.
- B. If you need assistance to gain access to the LA Garden Track gate, please call the on-duty manager at (800) 424-0217 press option "5".
- C. At security gates and prior to entering any Amtrak facility, persons associated with private cars must stop at secured entrance and contact security by intercom to identify themselves and the name of the car they are associated with as well as names of all parties accompanying them. **Please note:** No exceptions. Do not follow another vehicle in while the gate is open or allow another car to do so. If you do not contact Security, you will be considered a trespasser and access may be revoked. The incident will be documented and reported to Amtrak Police.
- D. Access roads and walkways beyond the guard rails of the visitor and employee parking areas are restricted. You must obtain permission from the on-duty supervisor at (800) 424-0217 press option "5" to walk upon or drive any privately-owned vehicle onto roadways and over railroad crossings in the yard to reach your private car for loading/unloading or any other activity. **Please note:** Any trainmaster or other Amtrak Officer has the discretion and authority to grant or deny such access and may establish specific time frames for your activities based upon yard conditions and operations. Parking will be granted on a case by case basis.

2. Access for private car crew or occupants to equipment in the yard or at the Service and Inspection (S&I) building

To board occupants or crew members onboard a private car moving from the S&I to the depot, Amtrak's on-duty manager must be contacted by dialing (800) 424-0217 press option "5". The boarding party will be controlled and move expediently to the car being boarded. The car owner or his/her designated representative/crew familiar with safe railroad yard operations must meet occupants in the parking area and safely escort them across tracks to the S&I building and private car(s).



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- A. Personal Protective Equipment (PPE) will be required for any extended time spent off the car, or if an Amtrak Officer deems that PPE is required for the circumstances. (See Section #8 for more detail on PPE).
- B. The on-duty manager may request the Amtrak "Private Car Passenger Record" from the private car tariff which is required to be filled out accurately to obtain the names of occupant's passengers on the car during the move.
- C. Private car owners, crew members and occupants are not allowed to be on the ground "touring" or "wandering" in the yard or the S&I building. It is the owners' responsibility that persons associated with their private car remain on the car and not interfere with Amtrak employees performing their duties.

3. Working on & Near Private Cars: On Amtrak Property, Los Angeles, CA

Heavy repairs or maintenance which are to be performed at the Los Angeles Amtrak Maintenance Facility must not be undertaken without expressed permission of Amtrak's Mechanical Department. If an owner wants maintenance work or mechanical repairs to be performed on a private car that is in the yard, the following rules apply:

- 1. If special or emergency circumstances arise, communicate with the on-duty manager for assistance. The on-duty manager will work with you to meet your maintenance or mechanical needs.
- 2. All servicing and/or repairs made to Private Cars include connecting and disconnecting 480-volt jumpers between cars must be done under blue signal protection, (SMP No. 25028) blue signal protection must be established by a qualified mechanical manager or supervisor. Any work requiring blue signal protection must be authorized by Amtrak. **Never remove or alter the position of a blue flag.** Amtrak reserves the right to approve or deny the authorization of the requested work. Amtrak 480 - volt ground power will only be applied and removed by an authorized Amtrak employee.

Private car owners shall use the LAUS garden tracks for the purposes of parking the rail cars on the tracks located within the premises and such other lawful uses reasonably related thereto. Private car owners shall also have the right to perform and authorize limited maintenance of rail cars while parked on the tracks such as general house cleaning. Under no circumstances shall private car owners perform or order any unauthorized running gear maintenance or repairs while located on the premises. No washing of the private car exterior is allowed that should cause water to be discharged to the storm drains on premises.

Occupancy of private cars for pre-trip and post-trip activity in the Amtrak Los Angeles Maintenance Facility is permissible, provided access to the car was properly obtained as outlined in (Section 2) above. Notify the on-duty manager by dialing 1-800-424-0217, press option "5", if the private car will be occupied when arriving in the yard from the station.

While on foot in the yard, and while working outside a private car in the yard or shops, owners, crew, contractors and anyone else working for or connected with the private car must be wearing at least one article of standard high-visibility safety clothing. (For example: day-glow orange or similar color vest, shirt, jacket, or coveralls, safety glasses, and hard hat).



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If an owner determines that a private car requires any exterior maintenance or work to correct a mechanical issue under the car, the owner must contact Amtrak's on-duty manager to obtain permission to perform the work. This rule applies regardless of the location of the private car.

4. Owners & contractors are obligated to understand rules of the specific area where work is planned

- A. If you don't know or are unsure of anything, please ask! Prior to boarding or detraining from any location. Always contact the on-duty manager when in doubt who can instruct you in the accepted route to and from the yard or shop offices.
- B. Cars *may not* be jacked up for any reason in the yard or LAUS Garden Tracks without permission. No heavy mechanical work is allowed in the north yard or LAUS Garden Tracks; should you discover such work is needed on a private car, contact Sr. Manager Quality Assurance at (518) 462-7826 Sr or the Sr. Business Systems Analyst in Amtrak's mechanical department at 1-302-425-6292 to discuss moving the car to an appropriate shop for that work.
- C. No one is allowed on the roofs of private cars anywhere, anytime at any Amtrak location. If roof access is needed, specific authorization from of Amtrak's mechanical department primary (SPOC) Single Point of Contact will be required.

5. General Yard Safety:

Owners are responsible for making passengers and guests aware of the safety standards, and of the necessity that such standards are to be strictly observed. These standards shall include, but not be limited to, a clear understanding of the specific areas or portions of the car or cars, where, under no circumstances, passengers and guest are permitted to go.

The presence of passengers and guests in areas of railroad property not designated for public use shall not be permitted, unless prior approval from the property owner or authorized representative has been obtained and adequate supervision is provided. Owners must not allow anyone to climb on top or underneath a parked car.

- A. These guidelines also apply to conduct on or about railroad property, with reference also to equipment in motion, wet or slippery rail, switches, electricity, and other potential hazards.
- B. Expect moving equipment at any time on any track, in either direction. Always look both directions before crossing tracks. Remain behind yellow lines while walking down paths giving yourself plenty of clearance away from equipment and tracks. *Rely on all your senses—keep alert—visually scan the area you are approaching.* When railroad passenger equipment is moving it is much quieter than you think.
- C. Be visible to yard employees and anticipate your actions relative to moving equipment.
- D. When stepping off any railroad rolling equipment, look both directions before stepping to the ground. Look for employees in golf carts passing your car and moving railroad equipment.
- E. Do not step on the top of rails. Step over the rail. Do not cross over any tracks or switches they can move and cause serious injury. Do not cross tracks between separated cars or locomotives at any time.



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- F. When walking around the end of any car or locomotive, you must be at least 20 feet away from the end of the equipment when crossing tracks. This will assist you to get clear if the equipment moves.
- G. Unaccompanied minors are not allowed in the yard. Children must not run or play anywhere in the yard. All Children must be closely supervised at all times while in the yard. It is recommended that no one under the age of 14 be brought into the yard.
- H. Amtrak takes violations of its alcohol policies very seriously. Consumption of alcoholic beverages outside of private cars in the LAUS garden tracks and all other Amtrak locations is prohibited.
- I. Obey all direction and instruction given by any Amtrak Supervisor or Manager.
- J. Only designated walkways or roadways are to be used when walking or driving in the yard.
- K. Private Car Owners and their guests must park in designated visitor's parking spaces. Vehicles left in non-designated areas will be towed at the owner's expense.

6. Environmental Protection:

- A. On the S&I tracks, trash from private cars may be left on the pavement with other trash bags from Amtrak. Bags used should be clear in color. All trash must be bagged. Please do not overfill bags. Cardboard boxes should be broken down and disposed of separately for recycling. Pickups of trash will take place multiple times daily.
- B. On Amtrak Property locations, private car personnel must take bagged trash and broken-down cardboard to appropriate dumpsters.
- C. Do not release hazardous materials from your car onto the ground, pavement or drain. Contact the on-duty manager should you need to plan to properly manage used oil, diesel, fuel or other hazardous materials. In addition, do not dispose of waste batteries, waste lamps, aerosol cans, compressed gas cylinders, electronic components or other hazardous or universal wastes in trash. It is the responsibility of the private car owner to properly dispose of oil, diesel fuel or other hazardous and universal wastes off-site. Owners must report to the on-duty manager any release of hazardous materials coming from a private car including but not limited to fuel, oil, grease, toilet waste, or mixtures thereof, or any other known or unknown substance that could pose a potential threat to public health or the environment. In addition, private car owners must notify Amtrak and clean up spills immediately in an authorized manner. Disposal of the cleanup material must be made promptly and properly at the owner's expense.
- D. Amtrak does not allow private car owners or contractors to store hazardous materials under any conditions.
- E. Persons handling refrigerants for either HVAC or Refrigeration systems must possess the appropriate licenses or certifications.



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F. Good housekeeping practices must be utilized while on Amtrak property:

- Clean up workplace prior to leaving site
- Keep work space safe always, eliminate unsafe conditions (tripping, slipping, or falling hazards)
- The storage of items such as but not limited to, tools, parts, wheels, furniture, etc., related to private cars on Amtrak Property is prohibited, unless specifically authorized in writing in advance.
- Frequent ongoing visual safety inspections of the car interior and exterior should be made whenever possible.
- Do not pour anything down the storm drains. Do not drain any fluids including car washing water into the ballast.

7. Regulation:

- A. The owner or operator of each car shall not violate any rule or standard of the Federal Railroad Administration, the Association of American Railroads and its carrier members, or Amtrak. All cars must be maintained in strict conformity with all current mechanical and safety rules. This applies to all LA premises.
- B. The private car owner (for him or herself and all employees, contractors and other persons who work or do anything for the owner) is responsible for the compliance with any local, state, or federal environmental rule or regulation including but not limited to the proper management of any hazardous materials and universal wastes.
- C. Amtrak adheres to strict FDA regulations concerning watering of passenger cars. To protect you and your guests/customers it is recommended that you comply with the Amtrak standards for your private car. All car watering should be handled by qualified Amtrak employees from an approved designated potable source.

8. Personal Protective Equipment (PPE):

ALL persons must wear the minimum proper protective equipment and conform with the below:

- A. While in yard and station areas walking ballast, crossing tracks or on any un-even surfaces to and from private cars - Safety Glasses with side shields, hard hats, and sturdy safety shoes are required. Sandals, flip-flops, high-heeled shoes, and athletic shoes are not appropriate footwear in these areas.
- B. Working on private cars or observing work being performed - Safety shoes with a defined heel (not Sandals, flip-flops, high-heeled shoes, and athletic shoes), safety glasses, and in some cases, hardhats are required for any private car personnel and/or their contractors.
- C. Appropriate PPE is the responsibility of the private car owners. Personal protective equipment can be purchased from a variety of providers none of which Amtrak officially endorses.
- D. Appropriate work clothing is required for private car personnel while working on or adjacent to equipment. Long pants and shirts are required. Shorts are not allowed.

9. Filming in LA Facilities:

Filming on Amtrak Premises requires advance written authorization from Amtrak, which Amtrak, in its sole discretion, may grant, grant with conditions or deny. Please contact the Real Estate Development Manager if you have request at (510)-238-4847.



SYSTEM OPERATIONS APPENDIX A

NATIONAL RAILROAD PASSENGER CORPORATION PRIVATE CAR PARKING PERMIT

1. BACKGROUND. The Permittee, _____ wishes to park its private rail car on property owned or controlled by the National Railroad Passenger Corporation (“Amtrak”). Amtrak is willing to allow Permittee to park its private rail car on Amtrak owned or controlled property on the terms and conditions hereinafter set forth.

Permittee is a (n): Individual/Sole Proprietorship Corporation LLC Partnership

2. TEMPORARY PERMISSION. Subject to the terms and conditions set forth herein, Amtrak hereby grants temporary permission to Permittee solely for parking one or more of

Permittee’s private rail cars commonly known as _____ and designated as Amtrak Car Number _____ (“Rail Car” or “Rail Cars”) at the _____ (“Property”).

Under no circumstances shall this Permit be construed as granting to Permittee any right, title or interest of any kind or character in, on or about the Property. Permittee shall not be permitted to assign the permission granted by Amtrak or sub-permit the space to any other party.

3. PERMIT FEE. Permittee shall pay a permit fee to Amtrak in accordance with the term option Permittee has selected on the rate schedule below.

RATE SCHEDULE

Term of Permit

- Long Term Option – Six month minimum
- Short Term Option – Three month minimum
- Monthly Option - One month minimum

Permit Fee

- \$ 1,391 per month
- \$ 2,085 per month
- \$ 2,775 per month

Permittee shall pay the applicable Fee to Amtrak when Permittee sends the executed Permit to Amtrak in accordance with Section 14 below.

4. TERM OF PERMIT. Amtrak reserves the right to revoke this Permit at any time. Unless extended or modified in writing, this Permit shall begin on _____ and end on _____ at which time it shall expire automatically. Permittee shall remove its Rail Car(s) no later than the day this Permit expires or within 48 hours after receipt from Amtrak of notice that this Permit has been revoked. If Permittee fails to so remove its Rail Car(s), Permittee shall pay to Amtrak \$ 137 per day for each Rail Car(s) that remain(s) past the pertinent day.

5. LOCATION AND ACCESS OF PROPERTY. Amtrak shall assign the parking space or location of the Rail Car(s) at its sole discretion within the Property.

6. PERMITTEE OBLIGATIONS. Permittee shall comply with all laws, regulations, and ordinances of any governmental entity applicable to Permittee and its Rail Car(s). Permittee shall Comply with all rules, regulations and directives of Amtrak. During the term of this Permit, Permittee shall keep and maintain its Rail Car(s) in a clean and orderly manner and at a minimum shall provide proper trash disposal, maintain a clean and safe environment on and about the rail car and secure the rail car appropriately.

7. PERMIT SERVICES. Amtrak will provide the following items or services where available: Domestic potable water, 480-volt standby electrical power (Amtrak HEP), Platforms with lighting and Dumpsters for trash and dumpster pick up. Septic system dumping is not included as part of the permit fee. However, it may be provided at a cost to the Permittee where available.



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Due to various circumstances, the services listed above may be altered and/or unavailable at times. If this occurs, the Permittee is not entitled to a refund.

8. **INDEMNIFICATION.** Permittee agrees to defend, indemnify and hold harmless Railroad, its officers, directors, employees, agents, servants, successors, assigns and subsidiaries, irrespective of their negligence or fault, from and against any and all losses and liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys' fee) which any or all of them may hereafter incur, be responsible for, or pay as a result of injury, death, disease, or occupational disease to any person, and for damage (including environmental contamination and loss of use) to or loss of any property, including property of Railroad, arising out of or in any degree directly or indirectly caused by or resulting from the use and occupancy of the Property by Permittee, its officers, employees, agents, servants, contractors, subcontractors, or any other person acting for or by permission of Permittee or caused by or resulting from the failure of Permittee to abide by the terms and conditions of this Permit. The foregoing obligation shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation, or benefits payable by or for Permittee or its agents and shall survive the termination of the Permit. As used in Sections 8, 9 and 10 of this Permit, the term "Railroad" includes Amtrak, all commuter agencies and other railroads, and their respective officers, directors, employees, agents, servants, successors, assigns and subsidiaries.

9. **RELEASE/WAIVER.** Railroad shall not be liable to Permittee, its agents, invitees or the like for any loss, injury, damage or impairment which may occur to the person or property of any of them while on or about the Property. Permittee hereby releases, discharges the Railroad, irrespective of any negligence or fault on the part of Railroad, from liability for any claim for injury, loss or damage to the person or property of Permittee, its agents, invitees or the like which arises during Permittee's use and occupancy of the Property.

10. **INSURANCE.** Permittee shall procure and maintain, for the duration of this Permit, the following types of insurance:

Workers Compensation Insurance complying with the statutes of the state of _____, covering the owner and all employees of the owner. Employer's Liability Coverage with limits of liability of not less than \$1,000,000 each accident or incident shall be included.

Property Insurance issued to and covering the owner's interest in the private car and its contents against all risk of physical loss or damage. Railroad 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 Rail Car(s). The limits under this policy shall be equal to the owner's declared replacement value of the private car.

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 the owner under this Permit. Products and completed operations, independent contractors, and contractual liability (with all railroad exclusions thereto deleted) coverages are to be included. Railroad is to be named as an additional insured with respect to movement, storage and parking of the Rail Car(s) and the policy shall contain a waiver of subrogation against Railroad. This insurance shall have combined single limits of not less than \$2,000,000 per occurrence. **Note: Amtrak does not accept risk retention groups for insurance.**

Amtrak & (_____) shall be named as Additional insured as to the above coverage.

11. **RAILROAD OPERATIONS.** All activities of Permittee and its agents shall be performed so as not to interfere with the Amtrak's operations or with any of the Amtrak's facilities. In no event, shall personnel, equipment or material cross a track or tracks without special advance permission from the appropriate Amtrak official or his designee.

12. **CLEARANCES.**

Permittee and its agents shall maintain their cars and shall conduct all their activities so that no part of any equipment or facilities shall foul an operated track, transmission, communication or signal line, or any other structures or facilities of Amtrak.

13. **SWITCHING.**

Amtrak's standard policy regarding switch moves is unchanged by the Rate Schedule set forth in Section 3 above. Amtrak shall have the absolute right to move the Rail Car(s) to another space or location within or adjacent to the Property as required by Amtrak in its sole discretion without charge of switching fees to the Permittee. However, additional switching fees may apply if Permittee requests to be switched for an event within their home facility.

14. **MISCELLANEOUS.**



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- A. To confirm acceptance of this Permit, Permittee must return one fully executed copy of this Permit and the applicable Permit Fee to: Amtrak Finance Department, National Railroad Passenger Corporation, 525 West Van Buren Street, Chicago, IL 60607 along with the original of the fully executed Permit to: Private Car/Charter Services, Amtrak System Operations Support, National Railroad Passenger Corporation, 15 South Poplar Street, Wilmington, DE 19801.
- B. This Permit shall be governed by and construed in accordance with the laws of the District of Columbia without regard to choice of law considerations. Permittee hereby consents to venue in the District Court of the District of Columbia.
- C. If any term or provision of this Permit is found to be unenforceable, invalid, or illegal, such determination shall not affect the validity, legality or enforceability of the remainder of the Permit.
- D. This Permit constitutes the entire agreement between the parties. All previous representations relative thereto, either written or oral, are hereby superseded by the terms and conditions of this Permit. This Permit may not be changed, amended or modified, except by written agreement of the parties.
- E. If Permittee fails to comply with the terms and conditions of this Permit, Amtrak shall be entitled to exercise all remedies available to Amtrak at law or in equity.
- F. In no event shall Amtrak be responsible or liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of this Permit.
- G. Each of Amtrak's rights and remedies hereunder shall be cumulative, in addition to, and not a limitation of, any rights and/or remedies provided at law, in equity, or otherwise. Amtrak's failure to exercise any of its rights under this Permit shall not constitute a waiver of any right or remedy. No action or failure to act by Amtrak shall constitute approval or a waiver of a breach by Permittee unless specifically agreed in writing.
- H. The headings contained herein are inserted for convenience of reference only and in no way define, limit or extend the scope or intent of this Permit or any Section hereof.

NATIONAL RAILROAD PASSENGER CORPORATION

Signature: _____

Printed Name: _____

Title: _____

Date: _____

AGREED AND ACCEPTED:

PERMITEE: _____

Signature: _____

Printed Name: _____

Title (if applicable): _____

Date: _____