

**RAIL CAR ONE INC. - FRACTIONAL INTEREST, PRIVATE CAR  
RULES – RESERVATIONS, CARRIAGE AND LIABILITY LIMITATIONS (“RULES”)**

These Rules describe reservation, carriage, liability and related conditions and limitation as they may be revised from time to time, for making reservations to use and using a Rail Car One LLC (“LLC”) Fractional Owner’s (“Owner”) Car (“Car”) and Journeys by Rail (“Journey(s)”).

These Rules represent a binding agreement between America’s Trains Inc., LLC, Fractional Interest rail Car Owners and Car Passengers.

In the event that there is a conflict between any one or more of these Rules and the Declarations or Bylaws, the Declarations and Bylaws shall prevail. These Rules may be revised from time to time by the Board without prior notice to Owners, except that revised versions related to Journey travel must be delivered to Owners and Passengers at or before the time that a subsequent Reservation is confirmed.

1. **DEFINITIONS.** For the purpose of these Rules the following meanings apply.

“ATs” means America’s Trains Inc, its agents, officers, employees, and any Manager it has contracted with to manage the business of LLC and Car operations.

“Authorized Passenger” means a person other than an Owner that has been authorized by the Owner to occupy and use the Car in place of the Owner pursuant to related procedures established by the Manager.

“Baggage” means all Passenger baggage, personal belongings and related items.

“Car(s)” means the rail Car partially owned by a Fractional Interest Owner, or a Car used by an Owner which has been arranged for through an exchange.

“Confirmed” means that an Owner requested Journey has been confirmed by a Rez Center.

“Crew” means any employee, agent, manager or person working on or for Cars. The Crew Chief is the senior crew member.

“Departure Date” means the date on which a Journey begins; it is also the first day of the related Time Period.

“Documents” are delivered to Passengers with Confirmed reservations; they include a description of and travel documents needed to take a Journey.

“Email” means delivery by email which is effective only when a passenger receives a receipt acknowledgment by return email.

“Force majeure event” means, for the purpose of these Rules, any condition beyond Management’s control or not reasonably foreseen, anticipated or predicted by Management including, but not limited to: weather conditions; acts of nature; riots; civil commotion; embargos; actual or threatened wars, hostilities or disturbances; any strike, work stoppage, slowdown, lockout or any other labor related dispute involving or affecting Amtrak services; a restrictive government regulation, demand or requirement; shortage of labor, fuel or facilities; service disruptions caused by or affecting Amtrak or other supplier operations; unusual and unforeseeable circumstances beyond Management’s control, the consequences of which could not be avoided even with all due care; and, any delay, demand, circumstances or requirement due, directly or indirectly to such conditions.

“Journey” or “Individual Journey” means a Journey by Rail on a Car and related travel arrangements included in documents.

“Journey Time Period” means a Journey during a single, specific seven night Time Period.

“List” means a Space Available List that described Unused Journey which can be exchanged by respective Owners for other Unused Journeys on the List.

“LLC” means the entity that has ownership rights to the Car in which Owner owns a share(s) and is a member.

“Mail” means the US postal service.

“Management” means and individually includes all or any one of the Manager, ATs, LCC and their employees, officers and agents.

“Manager” means a management entity that administers the business of LCC and manages reservation services and Car operations.

“Owner” means an owner Fractional Interest on a Car.

“Passenger” means an Owner and all other persons/passengers using, occupying or travel on a Car. By permitting other Passengers to use, occupy or travel on a Car, an Owner accepts and agrees to these Rules on behalf him/herself and of all such other Passengers and their heirs and representatives.

“Rez Center” means reservation center authorized by the ATs, LLC or the Manager.

“Unused Journeys” means a Journey that an Owner has not used or does not intend to use which is therefore placed on the List, pursuant to these Rules.

2. **INFORMATION**

- a) An Owner’s Time Periods may or may not be consecutive. If they are consecutive, the length of a single Journey may be for one or more Time Periods.
- b) Passengers must be or be with a passenger that is at least 21 years old. Passengers must provide photographic identification and proof of age if requested.
- c) Cars have no onboard amenities designed for children.

3. **FEES**

- a) Fees are owed and payable by Owners pursuant to Fractional Interest Purchase Agreement.
- b) Maintenance Fees are due no later than 6 months prior to the first day of each Designated Time Period, or when the Early Use of a Journey by Rail occurs, or when a reservation is confirmed at an earlier date, whichever happens first.
- c) All-Inclusive Fees are due no later than 90 days prior to the first day of each Designated Time Period, or when the Early Use of a Journey by Rail occurs, or when a reservation is confirmed at an earlier date, whichever happens first.

4. **RESERVATIONS.**

- b) A reservation will not be confirmed or can be cancelled if any Fee has not been paid in a timely manner.
- c) Reservations and route or other special arrangements are made with a Rez Center.
- d) If an Owner wants to select an unique Journey itinerary with a route and en-route layovers selected by such Owner, to make time to finalize necessary route arrangements reservations must be made at least 126 days before the first day of the related Time Period or of the first Time Period if multiple Time Periods are used consecutively in the same Journey.
- e) If an Owner wants his/her Car to travel as part of and on a scheduled Train Set route, reservations must be made at least 91 days before departure.
- f) In any event, Journeys must be reserved at least 91 days before a departure date. Unless an Owner has advised the Manager to not do so in writing, if a reservation is not made by this time, the respective Journey and related Time Period becomes an Unused Journey and shall automatically be given up by the Owner and placed on the List.
- g) Unless an Owner has advised the Manager to not do so in writing, if an Unused Journey on the List is not reserved by any authorized person/entity before 56 days prior to the Departure Date, at any time thereafter LLC has the right, but not the obligation, to take possession of and use such Journey for any purpose of its choice and to retain all related revenue, if any. If LLC takes possession of the Journey, it must immediately notify the Owner and LLC becomes responsible for payment of related Maintenance and All-Inclusive Fees owed including reimbursing the Owner for such Fees if and that the Owner may already have paid.

- h) Notwithstanding the preceding Rules, instead of making a reservation for a Journey during a designated Time Period, after 105 and no later than 91 days before the first day of such Time Period, by a written request, an Owner can give LLC rights to a specific Journey Time Period in which event LLC must pay related Maintenance and All-Inclusive Fees and reimburse the Owner for related Fees that the Owner may already have paid. In this event, LLC can use such Journey for any purpose of its choice and can retain all related revenue, if any.
5. **SPACE AVAILABLE LIST ("LIST").**
- b) A List is maintained by the Manager that includes Unused Journeys.
  - c) An Owner can at any time place a Journey Time Period on the List.
  - d) Owners can exchange the Journey Time Periods they have on the List for other Journey Time Periods on the list for a \$100 exchange Fee. Exchanges are carried out through a Rez Center authorized by or directly with the Manager.
  - e) Although the Manager/Rez Center will try to comply with unique itinerary requests, because of time constraints, Journeys acquired on the List may have to travel as part of scheduled Train Sets. For as long as a Journey Time Period on the List remains available to its Owner, such Owner is responsible for payment of Maintenance Fees. When Journey Time Period rights are acquired by another Owner through an exchange, or by ATs or by LLC, they become responsible for payment of Fees.
6. **RESERVATION FEES**
- b) If a Car is traveling with an America's Trains' Train Set on a scheduled itinerary there is no initial reservation fee for route scheduling or normal on-board hospitality services.
  - c) If an Owner has selected a unique route on which the Car travels alone there is a Basic Reservation Fee of \$100.
  - d) After initial Journey arrangements have been established, each individual reservation change, including Passenger name changes, will be subject to payment of a \$25 change fee, plus such other extra expense that may be incurred by Management, and any additional costs incurred or imposed by Amtrak or any other supplier because of such change. See Variable Fees below for additional charges, if any.
  - e) In the event that an Owner cancels a Confirmed Journey at any time before departure, the Owner must pay a \$200 Cancellation Fee plus such other extra costs that may be incurred by Management or imposed by Amtrak or any other supplier of goods or services because of the cancellation.
7. **VARIABLE FEES.** Normal All-inclusive Fees vary by the inclusion of Journey Fees, as follows:
- a) Route and travel charges based on the number of miles traveled and the number and length of stopovers at en-route destinations.
  - b) The number of Passengers.
  - c) Special dining, beverage and on-board hospitality services, if any.
  - d) Special on-board events, if any.
  - e) The cost of other requested special services, if any.
8. **TRANSFERS.** Unless included in Documents, transfers to and from Cars and airports or other places are paid for by Passengers. A Rez Center will make transfer arrangements if requested for a relatively reasonable charge.
9. **JOURNEY INFORMATION, PASSENGER CHANGES.**
- a) Published and unique Journey, routes and timetables are not guaranteed and are subject to change without notice.
  - b) Specific Journey Passenger, departure date, accommodations, fares, points of departure, boarding and itinerary information is included in Documents.
  - c) Passengers must be on board no later than the stated Boarding Time or as otherwise instructed by the Rez Center or Manager in writing.
  - d) Request for Confirmed reservation changes must be made by notifying the Rez Center by Mail or Email; however, it is suggested that an early telephone call might expedite change implementation. The Manager and Rez Center will try to but do not guarantee that they can make all requested changes.
10. **CANCELLATION, PRE DEPARTURE, OTHER CHANGES.** Except for and excluding force majeure events:
- a) If a Confirmed Journey is cancelled within 28 days before departure for reasons other than at the request of an Owner or Authorized Passenger, or unexpected conditions require a change of a departure date by more than 24 hours for reasons other than at the request of an Owner or Authorized Passenger, an Owner or Authorized Passenger can accept changes offered to them or choose to take a similar Journey at a different available time.
  - b) If a Confirmed Journey is cancelled within 14 days before departure, the Manager may (or may not) also cause compensation to be paid to an Owner or Authorized Passenger as the Manager determines in its sole discretion to be reasonable.
  - c) If a departure point or destination change beyond a 25 mile radius occurs, the Manager shall provide transportation from the original to the new departure point and/or from the new to the original destination point at its cost.
  - d) The preceding provisions constitute an Owner's or Authorized Passenger's only remedies and related claims against Management for Journey cancellations and changes made before departure.
11. **EN ROUTE CHANGES.** Except for and excluding force majeure events, if:
- a) A Journey is delayed en-route and a Passenger can not be accommodated on the Car, the Manager will arrange for hotel accommodations and meals at no additional expense to Passengers for the duration of the delay.
  - b) A Journey terminates after departure and before reaching the final destination, the Manager will arrange and pay for hotel accommodations and meals ending on or before the date the last scheduled day of the respective Journey and/or refund a proportionate amount of the fare to a Passenger, and transport the Passenger by other means to the scheduled final destination.
  - c) A departure place or final destination is changed beyond a 25 mile radius, the Manager will arrange transportation to and/or from the originally point.
  - d) The Journey is lengthened, Management has no liability; and, Owners and Passengers are not entitled to any payment or compensation, including consequential damages against or from Management.
  - e) Notwithstanding anything to the contrary, Owners and Passengers have no and waive all right rights to any claim against Management for any occurrence arising from a delay, poor or lack of service, or other Journey or service variance arising directly or indirectly from any act or condition related to provision of services and actions or omissions by Amtrak or other railroads providing locomotives to haul Cars or other services.
12. **OTHER CHANGES AND RIGHTS.**
- a) Without related liability and free of claims from Passengers against Management, the Manager can at any time, before or during a Journey, postpone or otherwise change routes, schedules and any other operating condition if, in its opinion, related operations or services may be hindered or prevented by any

abnormal circumstance or event, or a Car, Passenger or portion of a Journey may be possibly be at risk of loss, injury or damage, or could be unreasonably delayed or become unavailable. Any such unscheduled actions will not become a deviation but will be a part of the Journey as if specifically described in the original Documents.

- b) Unless otherwise provided for in these Rules, Management is not liable for and will not pay unexpected Passenger costs or damages related to Journey cancellations, delays and disruptions arising from a force majeure event, including but not limited to, refunds, hotel or meal charges, travel costs, inconvenience, disappointment, and other loss or expense. However, the Manager might consider the circumstances of each such event and may, or may not, pay Passengers a refund or compensation as it determines to be reasonable at its sole and final discretion.
- c) The Manager may replace any Car with a suitable alternative Car at any time.

**13. ANIMALS AND LIVESTOCK.**

- a) Animals and livestock are not permitted on Cars, except for guide-dogs in certain restricted circumstances, to be determined at the time a reservation is Confirmed.
- b) Pet dogs under 10 pounds that do not readily shed hair (as determined at the sole discretion of the Manager) may be permitted on some Cars, with the prior written approval of the Manager or Rez Center, in which event a non refundable pet fee of \$300.00 must be paid. Passengers must also pay for damages or extra cleaning that may be necessary.

**14. SMOKING.** Smoking on board Cars is not permitted except in designated areas, which may or may not exist depending on a Car's configuration, safety and other considerations.

**15. BAGGAGE.**

- a) Maximum per Passenger baggage (maximum) is limited to two personal items, 25 lbs (12 kg) and 14 X 11 X 7 inches each, and two carry-on bags, 50 lbs. (23 kg) and 28 x 22 x 14 inches each, one of which can be replaced by a hanging garment bag; except that, a maximum of three such personal items and a combination of three carry-on bags or garment bags is permitted per bedroom. Notwithstanding these requirements, with the prior written approval of the Manager, an Owner or Authorized Passenger may allow additional baggage to be brought on board a Car. In this event the Owner or Authorized Passenger accepts any inconvenience that may occur because there is no appropriate storage, should that be the case.
- b) All items and bags must have a tag with a Passenger's name and address on the outside; they are included with Documents.
- c) If requested by Passengers, baggage will be carried to and from bedrooms by Car crew members but Passengers are responsible for keeping and storing items and bags in designated bedroom areas, in a manner that does not present a safety hazard.
- d) No standard checked baggage capability is available.
- e) Passengers traveling with infants under the age of two may bring an additional infant item onboard (strollers, diaper bags) which does not count towards the personal items or carry-on baggage limit.
- f) Management is not responsible for loss or damage to baggage or Passenger personal belongings while on Cars, being handled by Car crew and otherwise.
- g) Passengers expressly assume all risk of loss with respect to their baggage and personal belongings while on and when removed from Cars at en-route destinations.
- h) As determined by the Manager or Car Crew Chief in their sole discretion, baggage must not contain any items which are or can potentially be dangerous, illegal, liable to harm or annoy other persons, or that is otherwise unsuitable.
- i) As the Manager or Car Crew Chief may determine in its sole discretion, baggage may be removed from a Car for safekeeping purposes.

**16. THIRD PARTY PROVIDERS.**

- a) Management is not liable for delivery, payment or non performance related to services, goods or supplies provided by independent contractors and third party suppliers, whether or not Management suggested or made related arrangements, including but not limited to tour suppliers, providers of other activities, physicians, paramedics, nurses, or other persons outside of crew members giving service or providing support to Passengers.
- b) Unless described in Documents or otherwise provided for in these Rules, Passengers are responsible for payment for such additional services that they acquire, whether directly or through Management.
- c) Emergency costs to transfer a Passenger for medical reasons will be borne by the Passenger.

**17. OTHER PASSENGER CONDITIONS.**

- a) Any and all expense and losses arising from a Passenger being quarantined, ill or injured during a Journey will be for the Passenger's account.
- b) Passengers carried on a Journey beyond a final destination for any reason without fault of Management will pay additional costs.
- c) If a Passenger voluntarily terminates a stay on a Journey before it ends for any reason, they will not be owed or paid an amount for any reason.
- d) Management's decisions regarding Passenger safety while on or around Cars is binding in all instances.

**18. INDEMNIFICATION.** Passengers indemnify Management for all penalties, fines, charges, losses or damages of any nature incurred or imposed upon Management by virtue of any negligent, violent, or illegal act by the Passenger.

**19. PASSENGER MEDICAL/HEALTH CONSIDERATIONS.**

- a) No significant medical facilities are available on Cars.
- b) Medical facilities are available in communities at numerous Amtrak or other hauling railroad station stops.
- c) Typical wheelchair accessibility is not available because it is not economically and reasonably possible to provide related capabilities on older Cars.
- d) Cars may present difficulties for persons with limited mobility and Journeys may require Passenger exertion. Passengers warrant that they are physically and otherwise fit to undertake a train Journey and to participate in chosen activities at en-route destinations.
- e) Before a Journey is Confirmed, Passengers are expected to advise the Rez Center in writing about any physical or emotional medical condition that may require professional attention, additional equipment or service during a Journey, or that might impede their ability to move about and safely travel on Cars.
- f) In the Manager's reasonable opinion, if Cars can't adequately accommodate needs of medically challenged persons, reservations will not be Confirmed.
- g) If Passengers do not provide full details of medical condition(s) that can prevent them from adequately traveling on Cars, the Manager reserves the right to cancel a Confirmed reservation when such medical condition(s) becomes apparent, to deny access to Cars, and to impose applicable cancellation penalties.
- h) Women in advanced pregnancy and persons with some medical conditions (if requested) must provide a current certificate from their doctor at least 21 days before departure certifying that they are fit for train travel.

**20. TRAVEL DOCUMENTS.**

- a) If needed for foreign travel or otherwise, Passengers must obtain and have valid passports and necessary documents required to travel into and from Canada or Mexico.
- b) Management assumes no responsibility if a Passenger is refused entry into a country for any reason.
- c) No refund will be paid and cancellation penalties apply if a Passenger cancels or if a Journey is prematurely ended because the Passenger does not have valid travel documents.

**21. TRAVEL INSURANCE.**

- a) Management strongly recommends that Passengers acquire travel insurance as protection from unexpected costs arising because of cancellations, baggage loss or damage, illness and otherwise, as may be available.
- b) Sources of travel insurance can be acquired from the Rez Center.

**22. SECURITY PROVISIONS.**

- a) In the interest of security, Passengers agree to a reasonable search of their person, baggage and property, and to the confiscation of objects that may, in the opinion of the Manager, Car Crew Chief or a security authority, impair the safety of the Journey, inconvenience other Passengers, or violate laws relative to the possession and/or transportation of non-prescription narcotics, controlled substances or any other illegal commodity.
- b) Owner and Authorized Passengers waive any and all rights to any claims against Manager for reasons arising because of Car or Passenger security or safety.

**23. PASSENGER BEHAVIOR.**

- a) Although Private Car Journeys normally provide exclusive living space for a private group of Passengers, Passengers are expected to be appropriately dressed and to conduct themselves in an orderly and acceptable manner that does not cause any disruptive conditions.
- b) Passengers must comply with Manager and Car Crew Chief directions as required so that Passengers do not impair Journey safety, jeopardize or inconvenience crew members, cause damage to the Car, or otherwise impede the operation of the Car or delivery of Journey services. The Manager through the Car Crew Chief reserves the right to not allow any Passenger to board or be on a Car if their actions might be or are contrary to these requirements or are likely to cause distress, danger or unwanted annoyance to any other Passengers or persons associated with the operation of a Car, damage to property, delay Car or Journey schedules or activities, violate any applicable law or regulation. In the event that a Passenger is denied access to or removed from a Car for any of these reasons, Management will not be obligated to pay any related compensation and such Passenger may be required to pay for loss and/or damage caused by his/her actions.

**24. MANagements Limitations of Liability, Claims.** Further and in addition to other waivers of claims by an Owner or Passengers and except as otherwise provided for in these Rules, to the extent permitted by law:

- a) Management will not be liable for loss, death, injury or illness to any Passenger, inconvenience due to delays during Journeys, or loss, damage or delay in locating baggage arising from: force majeure events; perils of the rails; fuel shortages or increase in fuel cost; accidents; collision; stranding; fire; theft; crime by any person; fault in errors of Car operations; explosions; failure or defect in machinery, equipment, furnishings, supplies or a Car; fault or neglect of Management or independent contractors; the quality, nature or consequences of medical treatment; any loss, damage or delay arising from inherent defect; quality of the Passenger's baggage or from the insufficiency or inadequacy of baggage marks or of address or description of such baggage; any loss or damage caused by delay in, or prevention of departing, prolongation of the Journey, deviation or stoppage in transit, or from any calls at points or variations from the scheduled or regular Journey itinerary; seizure of the Journey under legal process; any act, omission, fault or negligence of any Passenger; or any other cause or circumstances beyond the control of Management, whether or not of the kind listed herein.
- b) Management is not responsible for expenses incurred by Passengers in preparing for a Journey, including all airline tickets, travel document fees, or otherwise.
- c) In any event, unless otherwise provided for in these Rules, Passengers waive any and all rights for any claims whatsoever against Management if Journey changes are the result of actions by Amtrak or other railroads that provide locomotives or service to Cars or Passengers.
- d) The preceding Rules in paragraphs a) through c) extend to independent contractors, caterers, concessionaires, servants, crew and agents of Management, and for this purpose these Rules are deemed to constitute a contract entered into between an Owner, Passengers and Management on behalf of all such persons and entities, whom and that will, to this extent, be deemed to be parties to Passenger acceptance of these Rules.
- e) All claims for injury or death must be received in writing by the Manager within six months after the occurrence. All other claims must be received in writing by the Manager within 30 days after the incident occurs. Failure to comply with these Rules will completely terminate Passengers rights to any such claim or suit.
- f) If a court of law finds that Management is liable for damages or costs for any reason whatsoever, Passengers agree that the amount of compensation that Management must pay them (excluding claims for death, illness or personal injury) is: a maximum of \$500 per person for the loss of and/or damage to any luggage or personal possessions (including money), it is assumed that Passengers have adequate insurance in place to cover any losses of this kind; and, a maximum sum equal to \$500 per person for dissatisfaction with Journey experiences and any services provided by Management, as may be reasonably substantiated, that are not the result of a Passenger's actions or omissions.
- g) Passengers agree that any claim or lawsuit arising under or in connection with these Rules, including claims relating to death or personal injury, will be governed by provisions of these Rules and must be filed in the State of Texas, U.S.A. to the exclusion of the Courts of any other state or country.

**25. INSURANCE.** Notwithstanding the intention of any of these Rules, Owner shall have rights to any claims and compensation payable by pursuant to insurance acquired by Management at its cost.

**26. OTHER SERVICE.** Passengers may at their option acquire goods and use services provided by sources other than and which have no material relationship with Management; Management has no responsibility whatsoever for payment of such goods and services.

**27. MISCELLANEOUS.**

- a) The illegality or invalidity of any paragraph, clause or provision of these Rules shall not affect or invalidate any other paragraph, clause, or provision.
- b) Titles in these Rules are for convenience and have no separate meaning or effect. In the event of any inconsistency between these Rules and any applicable third party conditions or regulations, these Rules shall, to the extent permitted by law, prevail.

28. **ACCEPTANCE.** By making a Confirmed reservation for him/herself and/or on behalf of other Passengers, Owner and/or Authorized Passengers hereby:
- a) Represents that he/she has the authority to bind all persons named on the related Confirmed reservation to these Rules.
  - b) Confirms that he/she has read and understood these Rules and agrees (for himself/herself and on behalf of each person named on the Confirmed reservation) to be bound by them.
  - c) Confirms he/she is 21 years of age or over and declares that he/she and all members of the party are of the appropriate age to purchase a Journey.
  - d) Agrees that if a reservation was made by telephone, fax, email or regular mail when these Rules were not yet viewed, upon viewing these Rules should an Owner, Authorized Passenger or other Passenger not want to proceed with the Journey, if all Documents are returned to the Rez Center within seven days thereafter and at least 91 days before the Journey departure date along with written notification that the Journey should be cancelled, the Journey reservation will be cancelled.
  - e) Whether or not specifically stated, acceptance or use of Travel Documents, and/or boarding or occupancy of a Car constitutes agreement to these Rules.