

## CONTENTS

<a href="#"><u>ITEM 1</u></a>	<a href="#"><u>PARTICIPATING CARRIERS</u></a>
<a href="#"><u>ITEM 2</u></a>	<a href="#"><u>US CURRENCY</u></a>
<a href="#"><u>ITEM 100</u></a>	<a href="#"><u>LIST OF GOVERNING TARIFFS</u></a>
<a href="#"><u>ITEM 110</u></a>	<a href="#"><u>DEFINITIONS</u></a>
<a href="#"><u>ITEM 130</u></a>	<a href="#"><u>ABBREVIATIONS, UNIFORM EXPLANATION OF – STATE OR PROVINCE</u></a>
<a href="#"><u>ITEM 150</u></a>	<a href="#"><u>APPLICATION OF TARIFF</u></a>
<a href="#"><u>ITEM 170</u></a>	<a href="#"><u>APPLICATION OF CLASSES AND/OR RATES-INADVERTENCE CLAUSES</u></a>
<a href="#"><u>ITEM 190</u></a>	<a href="#"><u>APPLICATION OF RATES-GROUND SHIPMENTS CHARGES</u></a>
<a href="#"><u>ITEM 300</u></a>	<a href="#"><u>ADVANCING CHARGES</u></a>
<a href="#"><u>ITEM 312</u></a>	<a href="#"><u>AFTER HOURS</u></a>
<a href="#"><u>ITEM 345</u></a>	<a href="#"><u>ARRIVAL NOTICE AND UNDELIVERED FREIGHT</u></a>
<a href="#"><u>ITEM 359</u></a>	<a href="#"><u>CHARGES FOR DOCUMENTS, FORMS OR COPIES</u></a>
<a href="#"><u>ITEM 362</u></a>	<a href="#"><u>BILLS OF LADING – ORDER NOTIFY SHIPMENTS</u></a>
<a href="#"><u>ITEM 365</u></a>	<a href="#"><u>BILLS OF LADING – CORRECTED</u></a>
<a href="#"><u>ITEM 370</u></a>	<a href="#"><u>BLIND SHIPMENTS</u></a>
<a href="#"><u>ITEM 381</u></a>	<a href="#"><u>CANCELLATION OF ITEMS</u></a>
<a href="#"><u>ITEM 390</u></a>	<a href="#"><u>CAPACITY LOAD – MINIMUM CHARGE</u></a>
<a href="#"><u>ITEM 400</u></a>	<a href="#"><u>CLASS RATE APPLICATION</u></a>
<a href="#"><u>ITEM 430</u></a>	<a href="#"><u>COLLECT ON DELIVERY (COD) SHIPMENTS</u></a>
<a href="#"><u>ITEM 435</u></a>	<a href="#"><u>COLLECTION OF FREIGHT CHARGES FROM A THIRD PARTY</u></a>
<a href="#"><u>ITEM 440</u></a>	<a href="#"><u>COMMODITY DESCRIPTIONS</u></a>
<a href="#"><u>ITEM 470</u></a>	<a href="#"><u>CONTROL AND EXCLUSIVE USE OF TRAILER OR DOUBLES TRAILER</u></a>
<a href="#"><u>ITEM 480</u></a>	<a href="#"><u>CUSTOMS OR INBOND FREIGHT</u></a>
<a href="#"><u>ITEM 481</u></a>	<a href="#"><u>CUSTOMS PROCESSING &amp; ADMINISTRATION FEE (CPAF)</u></a>
<a href="#"><u>ITEM 490</u></a>	<a href="#"><u>DENSITY—METHOD OF DETERMINING</u></a>
<a href="#"><u>ITEM 500</u></a>	<a href="#"><u>DETENTION – VEHICLES WITH POWER UNITS</u></a>
<a href="#"><u>ITEM 501</u></a>	<a href="#"><u>DETENTION—VEHICLES WITH POWER UNITS (TRUCKLOAD)</u></a>
<a href="#"><u>ITEM 503</u></a>	<a href="#"><u>PREARRANGED SCHEDULING OF VEHICLE ARRIVAL FOR LOADING OR UNLOADING</u></a>
<a href="#"><u>ITEM 512</u></a>	<a href="#"><u>DIVERSION-MOTOR TO AIR TRANSPORTATION</u></a>
<a href="#"><u>ITEM 540</u></a>	<a href="#"><u>TRANSPORTATION OF HAZARDOUS MATERIALS; WASTES OR SUBSTANCES AND RADIOACTIVE WASTE</u></a>
<a href="#"><u>ITEM 540-1</u></a>	<a href="#"><u>HAZARDOUS MATERIAL OFF SHORE FEE</u></a>
<a href="#"><u>ITEM 550</u></a>	<a href="#"><u>EXPORT, IMPORT, COASTWISE AND INTERCOASTAL TRAFFIC</u></a>
<a href="#"><u>ITEM 551</u></a>	<a href="#"><u>EXPORT, COASTWISE ON INTERCOASTAL SHIPMENTS</u></a>
<a href="#"><u>ITEM 552</u></a>	<a href="#"><u>CHARGES ON WATERBORNE TRAFFIC AT PORT OF BALTIMORE</u></a>
<a href="#"><u>ITEM 553</u></a>	<a href="#"><u>CHARGES ON WATERBORNE TRAFFIC AT NEWARK, NJ-NEW YORK DISTRICT HARBOR AREA</u></a>
<a href="#"><u>ITEM 554</u></a>	<a href="#"><u>CHARGES ON WATERBORNE TRAFFIC AT PORT OF PHILADELPHIA</u></a>
<a href="#"><u>ITEM 556</u></a>	<a href="#"><u>DELIVERIES TO TRADE SHOWS/EXHIBITIONS</u></a>
<a href="#"><u>ITEM 558</u></a>	<a href="#"><u>EXCEPTIONS TO NMFC</u></a>
<a href="#"><u>ITEM 560</u></a>	<a href="#"><u>EXTRA LABOR-LOADING OR UNLOADING</u></a>
<a href="#"><u>ITEM 562</u></a>	<a href="#"><u>EXTREME LENGTH</u></a>
<a href="#"><u>ITEM 565</u></a>	<a href="#"><u>FRACTIONS, DISPOSITION OF</u></a>
<a href="#"><u>ITEM 566</u></a>	<a href="#"><u>INSIDE PICKUP OR DELIVERY- HANDLING FREIGHT AT POSITIIONS NOT ADJACENT TO VEHICLE</u></a>
<a href="#"><u>ITEM 570</u></a>	<a href="#"><u>IMPRACTICABLE OPERATIONS</u></a>
<a href="#"><u>ITEM 576</u></a>	<a href="#"><u>LITIGATION OF DELIQUENT BILLS – PAYMENT OF CHARGES</u></a>
<a href="#"><u>ITEM 578</u></a>	<a href="#"><u>LOADING BY CONSIGNOR-UNLOADING BY CONSIGNEE</u></a>
<a href="#"><u>ITEM 580</u></a>	<a href="#"><u>MARKING OR TAGGING FREIGHT</u></a>
<a href="#"><u>ITEM 595</u></a>	<a href="#"><u>MAXIMUM CHARGE-ALTERNATION OF LTL OR AQ RATES</u></a>

## CONTENTS – Page 2

<a href="#"><u>ITEM 596</u></a>	<a href="#"><u>MAXIMUM WEIGHTS-TL OR VOL</u></a>
<a href="#"><u>ITEM 598</u></a>	<a href="#"><u>MAXIMUM LIABILITY-CIGARETTES AND/OR TOBACCO PRODUCTS</u></a>
<a href="#"><u>ITEM 610</u></a>	<a href="#"><u>MINIMUM CHARGE-HOUSEHOLD GOODS OR PERSONAL EFFECTS</u></a>
<a href="#"><u>ITEM 610-1</u></a>	<a href="#"><u>MINIMUM CHARGE-CUBIC CAPACITY AND DENSITY</u></a>
<a href="#"><u>ITEM 640</u></a>	<a href="#"><u>MIXED PACKAGES-LTL OR AQ</u></a>
<a href="#"><u>ITEM 641</u></a>	<a href="#"><u>MIXED SHIPMENTS-LTL OR AQ</u></a>
<a href="#"><u>ITEM 645</u></a>	<a href="#"><u>MIXED SHIPMENTS-VOLUME OR TRUCKLOAD</u></a>
<a href="#"><u>ITEM 646</u></a>	<a href="#"><u>NON-SERVICE LOCATIONS</u></a>
<a href="#"><u>ITEM 647</u></a>	<a href="#"><u>NOTIFICATION PRIOR TO DELIVERY</u></a>
<a href="#"><u>ITEM 671</u></a>	<a href="#"><u>OVERHEIGHT SHIPMENTS</u></a>
<a href="#"><u>ITEM 680</u></a>	<a href="#"><u>PACKING OR PACKAGING-REQUIREMENTS</u></a>
<a href="#"><u>ITEM 687</u></a>	<a href="#"><u>PACKING OR PACKAGING-NON-COMPLIANCE WITH</u></a>
<a href="#"><u>ITEM 712</u></a>	<a href="#"><u>PALLETS OR CONTAINERS (SHIPMENTS-TRANSPORTED IN OR ON SHIPPING CARRIERS)</u></a>
<a href="#"><u>ITEM 720</u></a>	<a href="#"><u>PAYMENT OF CHARGES</u></a>
<a href="#"><u>ITEM 740</u></a>	<a href="#"><u>PERMITS-SPECIAL</u></a>
<a href="#"><u>ITEM 750</u></a>	<a href="#"><u>PICK-UP OR DELIVERY SERVICE</u></a>
<a href="#"><u>ITEM 751</u></a>	<a href="#"><u>PICKUP OR DELIVERY SERVICE (AT MARTHA'S VINEYARD OR NANTUCKET, MA)</u></a>
<a href="#"><u>ITEM 751-2</u></a>	<a href="#"><u>PICKUP OR DELIVERY SERVICE (SAN FRANCISCO, WASHINGTON, CHICAGO, BOSTON, &amp; HOUSTON)</u></a>
<a href="#"><u>ITEM 751-5</u></a>	<a href="#"><u>PICKUP OR DELIVERY SERVICE (AT THE FLORIDA KEYS)</u></a>
<a href="#"><u>ITEM 751-6</u></a>	<a href="#"><u>PICKUP OR DELIVERY SERVICE (AT HARBOUR POINTS, WA)</u></a>
<a href="#"><u>ITEM 751-10</u></a>	<a href="#"><u>PICKUP OR DELIVERY SERVICE (HIGH COST SERVICE AREA SURCHARGE)</u></a>
<a href="#"><u>ITEM 752</u></a>	<a href="#"><u>DELIVERY SERVICE</u></a>
<a href="#"><u>ITEM 753</u></a>	<a href="#"><u>PICKUP AND DELIVERY SERVICE-RESIDENCES OR LIMITED ACCESS LOCATIONS</u></a>
<a href="#"><u>ITEM 754</u></a>	<a href="#"><u>PICKUP OR DELIVERY-SATURDAYS, SUNDAYS OR HOLIDAYS</u></a>
<a href="#"><u>ITEM 755</u></a>	<a href="#"><u>PICKUP AND DELIVERY, LOADING AND UNLOADING AT PIERS OR WHARVES</u></a>
<a href="#"><u>ITEM 765</u></a>	<a href="#"><u>PRECEDENCE (PRIORITY) OF RATES-AQ, LTL AND TRUCKLOAD OR VOL COMMODITY OR COLUMN COMMODITY</u></a>
<a href="#"><u>ITEM 766</u></a>	<a href="#"><u>PRECEDENCE (PRIORITY) OF RULES</u></a>
<a href="#"><u>ITEM 767</u></a>	<a href="#"><u>PRELODGING (PRIOR DELIVERY) OF FREIGHT BILLS</u></a>
<a href="#"><u>ITEM 769</u></a>	<a href="#"><u>PREPAYMENT OR GUARANTEE OF CHARGES</u></a>
<a href="#"><u>ITEM 770</u></a>	<a href="#"><u>PREPAYMENT</u></a>
<a href="#"><u>ITEM 771</u></a>	<a href="#"><u>PREPAYMENT OR COLLECTION</u></a>
<a href="#"><u>ITEM 772</u></a>	<a href="#"><u>PREPAYMENT OR COLLECTION OF FREIGHT CHARGES ON EXPORT SHIPMENTS</u></a>
<a href="#"><u>ITEM 780</u></a>	<a href="#"><u>PROHIBITED OR RESTRICTED ARTICLES</u></a>
<a href="#"><u>ITEM 810</u></a>	<a href="#"><u>PROTECTIVE SERVICE-HEATER SERVICE</u></a>
<a href="#"><u>ITEM 812</u></a>	<a href="#"><u>SIGNATURE SECURITY SERVICE (SSS)</u></a>
<a href="#"><u>ITEM 820</u></a>	<a href="#"><u>RECONSIGNMENT OR DIVERSION</u></a>
<a href="#"><u>ITEM 830</u></a>	<a href="#"><u>REDELIVERY</u></a>
<a href="#"><u>ITEM 845</u></a>	<a href="#"><u>REFERENCE TO TARIFFS, CLASSIFICATIONS OR PORTIONS THEREOF</u></a>
<a href="#"><u>ITEM 848</u></a>	<a href="#"><u>RELEASED VALUE-CARRIER LIABILITY COVERAGE</u></a>
<a href="#"><u>ITEM 850</u></a>	<a href="#"><u>REPORTING CHARGES-ALCOHOLIC BEVERAGES</u></a>
<a href="#"><u>ITEM 855</u></a>	<a href="#"><u>RETURN OF FREIGHT</u></a>
<a href="#"><u>ITEM 860</u></a>	<a href="#"><u>RETURNED UNDELIVERED SHIPMENTS</u></a>
<a href="#"><u>ITEM 883</u></a>	<a href="#"><u>SHIPMENTS TENDERED AS A TRUCKLOAD</u></a>
<a href="#"><u>ITEM 885</u></a>	<a href="#"><u>SINGLE SHIPMENT PICKUPS</u></a>

**CONTENTS – Page 3**

<a href="#"><u>ITEM 887</u></a>	<a href="#"><u>SORTING OR SEGREGATING</u></a>
<a href="#"><u>ITEM 890</u></a>	<a href="#"><u>SPECIAL SERVICES-SECURITY CHECK BY CONSIGNOR</u></a>
<a href="#"><u>ITEM 891</u></a>	<a href="#"><u>SPECIAL SERVICES-HYDRAULIC LIFT GATE/FORKLIFT, CRANE OR OTHER MECHANICAL DEVICES</u></a>
<a href="#"><u>ITEM 892</u></a>	<a href="#"><u>SPECIAL SERVICES-QUOTATION OF ESTIMATED CHARGES</u></a>
<a href="#"><u>ITEM 900</u></a>	<a href="#"><u>STOP-OFF FOR PARTIAL LOADING OR UNLOADING OF TL OR VOLUME SHIPMENTS</u></a>
<a href="#"><u>ITEM 910</u></a>	<a href="#"><u>STORAGE</u></a>
<a href="#"><u>ITEM 920</u></a>	<a href="#"><u>SUFFERANCE WAREHOUSE CHARGES</u></a>
<a href="#"><u>ITEM 940</u></a>	<a href="#"><u>TERMINAL AREAS</u></a>
<a href="#"><u>ITEM 950</u></a>	<a href="#"><u>TERMINAL CHARGES AT PORTS AND FERRIES</u></a>
<a href="#"><u>ITEM 951</u></a>	<a href="#"><u>TERMINAL SERVICE CHARGES (AT PIERS OR WHARVES)</u></a>
<a href="#"><u>ITEM 959</u></a>	<a href="#"><u>TRANSFER OF LADING</u></a>
<a href="#"><u>ITEM 985</u></a>	<a href="#"><u>VEHICLE FURNISHED, BUT NOT USED</u></a>
<a href="#"><u>ITEM 992</u></a>	<a href="#"><u>WEIGHT VERIFICATION</u></a>
<a href="#"><u>ITEM 993</u></a>	<a href="#"><u>WEIGHING AND INSPECTION</u></a>
<a href="#"><u>ITEM 994</u></a>	<a href="#"><u>WEIGHTS-GROSS WEIGHTS AND DUNNAGE</u></a>
<a href="#"><u>ITEM 1500</u></a>	<a href="#"><u>EXPLANATION OF REFERENCE MARKS</u></a>

**ITEM 1**

**PARTICIPATING CARRIERS**

ALPHA CODE	NAME AND LOCATION	CERTIFICATE OR DOCKET MC-
DAYR	Day & Ross, Inc., Hartland, New Brunswick, CDA.	134272
RLCA	R & L Carriers, Inc., Wilmington, OH. . . . .	146892

[BACK TO CONTENTS](#)

**ITEM 2**

**US CURRENCY**

Rates contained herein are expressed in U.S. Currency.

[BACK TO CONTENTS](#)

**ITEM 100**

**LIST OF GOVERNING TARIFFS**

This tariff is governed, except as otherwise provided in this tariff, by the following described tariffs and by supplements thereto or successive issues thereof:

KIND OF TARIFF	ISSUING AGENT AND TARIFF SERIES	FOR SPECIAL PROVISIONS SEE
Classification, governing.	NMF 100	...
Hazardous Materials. . . .	Department of Transportation	...
Mileage Guide. . . . .	PCMILER 100	...
U.S. Postal Service Zip Code Directory . . . . .	...	...

[BACK TO CONTENTS](#)

## ITEM 110

### DEFINITIONS

The terms:

1. "Business day" means each day, Monday thru Friday, excluding Holidays.
2. "Business hours" means that time during which operations are generally conducted by the carrier at the point where the service is performed.
3. "Carrier", "consignor" or "consignee" includes the authorized representatives or agents of such "carrier", "consignor" or "consignee".
4. "Consignee to unload the shipment" means that the consignee will perform the complete service of unloading the freight from the position in which it was transported in or on the carrier's vehicle.
5. "Consignor to load the shipment" means the consignor will perform the complete service of loading the freight in or on the carrier's vehicle and the proper stowing and/or stacking thereof to withstand the normal hazards of transportation. When blocking or bracing is necessary to insure safe transportation, such blocking or bracing must be furnished and installed by and at the expense of the consignor.
6. "Doubles Trailer" means a trailer not exceeding 29 feet in length.
7. "Holiday" means: New Years Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or any other day generally observed as a holiday by the carrier at the point where the service is performed. When the holiday falls on Sunday, the following Monday will be considered as a holiday.
8. "Joint line traffic" means the transportation of a shipment via two or more motor carriers, not including carriers performing pickup service at a point of origin or delivery service at point of destination or at intermediate interchange point as agent of the originating or delivering carriers.
9. "Local Traffic" or "Local Haul" means the same as Single Line Traffic."
10. "Place" (See NOTE A), means a particular street address or other designation of a factory, store, warehouse place of business or private residence at a "point".
11. "Point" means a particular city, town, village, community or other area which is treated as a unit for the application of line-haul rates.
12. "Single line traffic" means the pickup, transportation and delivery of a shipment via one carrier or via two or more motor carriers specifically designated as being considered as one carrier, whether pickup service at point of origin or delivery service at point of destination is performed by the carrier or for its account by another carrier as its agent.
13. "Site" means a particular platform or specific location for loading or unloading at a "place".
14. "Traffic handled direct" means the transportation of a shipment via only one motor carrier (not including carriers specifically designated as being considered as one carrier), whether pickup service at point of origin or delivery service at point of destination is performed by such carrier or for its account by another carrier as its agent.
15. "Vehicle," (except when otherwise provided), means any vehicle of not less than 40 feet in length or a combination of vehicles, each not more than 29 feet in length, drawn by a single power unit and used on the highways for the transportation of property.
16. "Two-line haul", "three-line haul" or "four-line haul" includes the carrier for whose account the provisions are published. Unless otherwise specifically provided, two or more carriers specifically designated as being considered as one carrier will be considered as only one line.
17. "Any Quantity (AQ)"--Except as otherwise provided in tariffs governed by this tariff, AQ rates are those which are those which are subject to minimum weights that are less than the TL or volume minimum weights.
18. "Converta Van" means a trailer that can be used as a flatbed by removing side panels.
19. "Less than Truckload (LTL)"--Except as otherwise provided in tariffs governed by this tariff, LTL rates are those which are subject to minimum weights that are less than the TL or volume minimum weights.
20. "Truckload or Volume (TL or VOL)"--Except as otherwise provided in tariffs governed by this tariff, TL or volume rates or charges are commodity rates or charges that are designated as TL or volume rates or charges with stated TL or volume minimum weights (or maximum weights when in connection with charges per mile or per vehicle) or class rates subject to minimum weights of 20,000 pounds or more or class rates subject to the highest minimum weight stated when the highest minimum weight stated is less than 20,000 pounds.
21. "Tractor" means a mechanically powered unit used to propel or draw a doubles trailer, trailer or vehicle upon the highways.

22."Truck" means a wheeled power unit and cargo compartment combined as one unit for the transportation of property, or a tractor as described in Paragraph 21 above, coupled to a doubles trailer or vehicle, as described in Paragraphs 6 and 15 above.

23."PUP" means a trailer not exceeding 29 feet in length.

24."TRAILER", when not more specifically defined, means a trailer of not less than 40 feet in length.

NOTE A--The "place" shall include only contiguous property which shall not be deemed separate if intersected by a public street or thoroughfare.

[BACK TO CONTENTS](#)



ITEM 130

**ABBREVIATIONS**

**ABBREVIATIONS--STATE OR PROVINCE--UNIFORM EXPLANATION OF**

Where two-letter abbreviations of states or provinces, as set forth by the U.S. Postal Service, are used in tariffs and supplements issued by DAYR, the abbreviations and explanation will be as follows:

STATE ABBREVIATION	EXPLANATION	STATE ABBREVIATION	EXPLANATION
AK . . . . .	ALASKA	MT. . . . .	MONTANA
AL. . . . .	ALABAMA	NC. . . . .	NORTH CAROLINA
AR. . . . .	ARKANSAS	ND. . . . .	NORTH DAKOTA
CA. . . . .	CALIFORNIA	NH. . . . .	NEW HAMPSHIRE
CO. . . . .	COLORADO	NJ. . . . .	NEW JERSEY
CT. . . . .	CONNECTICUT	NM. . . . .	NEW MEXICO
DC. . . . .	DISTRICT OF COLUMBIA	NV. . . . .	NEVADA
DE. . . . .	DELAWARE	NY. . . . .	NEW YORK
FL. . . . .	FLORIDA	OH. . . . .	OHIO
GA. . . . .	GEORGIA	OK. . . . .	OKLAHOMA
HI. . . . .	HAWAII	OR. . . . .	OREGON
IA. . . . .	IOWA	PA. . . . .	PENNSYLVANIA
ID. . . . .	IDAHO	RI. . . . .	RHODE ISLAND
IL. . . . .	ILLINOIS	SC. . . . .	SOUTH CAROLINA
IN. . . . .	INDIANA	SD. . . . .	SOUTH DAKOTA
KS. . . . .	KANSAS	TN. . . . .	TENNESSEE
KY. . . . .	KENTUCKY	TX. . . . .	TEXAS
LA. . . . .	LOUISIANA	UT. . . . .	UTAH
MA. . . . .	MASSACHUSETTS	VA. . . . .	VIRGINIA
MD. . . . .	MARYLAND	VT. . . . .	VERMONT
ME. . . . .	MAINE	WA. . . . .	WASHINGTON
MI. . . . .	MICHIGAN	WI. . . . .	WISCONSIN
MN. . . . .	MINNESOTA	WV. . . . .	WEST VIRGINIA
MO. . . . .	MISSOURI	WY. . . . .	WYOMING
MS. . . . .	MISSISSIPPI		

PROVINCE ABBREVIATION	EXPLANATION	PROVINCE ABBREVIATION	EXPLANATION
AB. ....	ALBERTA	ON. ....	ONTARIO
BC. ....	BRITISH COLUMBIA	PE. ....	PRINCE EDWARD ISLAND
MB. ....	MANITOBA	PQ or QC ....	QUEBEC
NB. ....	NEW BRUNSWICK	SK. ....	SASKATCHEWAN
NF or NL ....	NEWFOUNDLAND	YT. ....	YUKON
NS. ....	NOVA SCOTIA		

[BACK TO CONTENTS](#)

**ITEM 150****APPLICATION OF TARIFF**

This tariff applies only in connection with tariffs making reference to this tariff as a governing tariff.

Where a rule published in a tariff making reference to this tariff covers the same service as a rule published in this tariff, such rule published in the tariff making reference hereto will apply, to the extent of its application, in lieu of the rule published herein.

[BACK TO CONTENTS](#)

## **ITEM 170**

### **APPLICATION OF CLASSES AND/OR RATES-INADVERTENCE CLAUSES**

1. When rates in tariffs published by DAYR or NMFC ratings are subject to a released valuation being stated on the bill of lading and the shipper fails or declines to indicate an acceptable valuation on the bill of lading at the time of shipment, the shipment will be considered as being released to the lowest valuation provided and the shipment will be transported and charged for subject to such limitation of such liability. This part applies only when released valuation is required in order to determine a rate and does not apply when the shipper has the option to release or not to release a shipment as to value.
2. When rates in tariffs published by DAYR or NMFC ratings are subject to, or are determined by, the density of the articles shipped and the shipper fails to indicate the density on the bill of lading at the time of shipment, the shipment will be charged for on the basis of the class or rate applicable on the lowest density provided. Upon receipt of satisfactory proof of a higher actual density, the freight charges will be adjusted to those applicable to such actual density.

[BACK TO CONTENTS](#)

**ITEM 190**

**APPLICATION OF RATES-GROUND SHIPMENTS CHARGES**

Rates contained in Can-AM 505 apply on shipments delivered by ground service only.

[BACK TO CONTENTS](#)

## ITEM 300

### ADVANCING CHARGES (Exception of NMFC Item 300)

1. Carrier will advance charges "incidental to the transportation of the shipment", only. The nature of the charges must be stated on the Bill of Lading at the time of shipment.
2. When charges incidental to the transportation of the shipment are to be advanced, the following charges will apply:
  - A. **6.0%** of the amount advanced, subject to a **\$80.60** minimum charge. These charges will be collected from the consignee unless prepaid by the shipper and so noted on the Bill of Lading at time of shipment.
3. The term INCIDENTAL TO THE TRANSPORTATION OF THE SHIPMENT includes only the following:
  - A. Inbound transportation charges and cost of preparing immediate transportation entry papers. Ocean transportation charges moving in foreign commerce will not be advanced.
  - B. Charges for in bond or custom house, loading, unloading, warehouse storage and handling, demurrage, wharfage or handling charges on import shipments, carrier's storage, import handling, packing or crating, or drayage from actual origin to carrier's service center.
  - C. Charges for broker's fees, or customs or in bond shipments, except charges will not be advanced on shipments transported through the United States as it moves from one foreign country to another.

[BACK TO CONTENTS](#)

## ITEM 312

### AFTER HOURS

Shipments requiring any of the following services: pick up, delivery, interchange, or transfer prior to 8:00 am or after 5:00 pm during a normal working day will be subject to a surcharge of **\$120.42** per hour for service rendered, subject to a minimum of **\$356.46**.

NOTE: On shipments from Canada to the United States After Hours service will be considered to apply on deliveries before 9 AM and after 5 PM.

NOTE: Additional charges may apply on certain After Hours deliveries if the carrier cannot reasonably and cost effectively perform the delivery at the time the consignee has stipulated. Such charges will be reviewed with and approved by the payor of the freight charges beforehand.

NOTE: Service provided from 12:01 AM Saturday to 7:59 AM Monday and Holidays will be subject to the provisions of Item 754.

[BACK TO CONTENTS](#)

## ITEM 345

### ARRIVAL NOTICE AND UNDELIVERED FREIGHT

(See NOTES F and G)

1. After shipment's arrival at carrier's destination terminal, notice of arrival (See NOTE A) will be subject to an additional charge of **\$37.13** and will be given by:
  - (a) Actual tender of delivery at consignee's place; or
  - (b) Telephone, if convenient and practical; or
  - (c) Written notice. (See NOTE B)
2. If freight cannot be delivered because of consignee's refusal to accept it, or because carrier cannot locate the consignee, or because of an error or omission on the part of the consignor, carrier will make a diligent effort to notify the consignor promptly that the freight is in storage. (See NOTES C and D)

NOTE A--However transmitted, the notice will specify the point of origin, consignor, commodity description and shipment weight.

NOTE B--When transmitted by mail, the notice will be deemed to have been received at 8:00 a.m. the first business day after it was mailed.

NOTE C--If notice is given by telephone, carrier's record of such date will govern, and said record will include name of consignor contacted, name of individual contacted, date contacted and telephone number.

NOTE D--If written notice is accomplished by certified mail, the date of consignor's signature will determine arrival notice date. If by mail or telegraph other than certified, NOTE B will determine arrival notice date. (See NOTE E)

NOTE E--If consignor is advised of undelivered freight by both telephone and written notice, the earlier date will govern the arrival notice date.

NOTE F--If original consignee subsequently receives the shipment, any storage charges will be based on the date of arrival notice to consignee. If another party subsequently receives freight, arrival notice date will be determined by NOTES C and D.

NOTE G--Instructions issued prior to tender of delivery will not be accepted as authority to reship or limit the storage liability of an undelivered shipment.

[BACK TO CONTENTS](#)



## ITEM 359

### CHARGES FOR DOCUMENTS, FORMS OR COPIES

When payor of freight or other lawful charges requires or requests, as a prerequisite to payment: (See NOTES B and C)

1. The return of any part of bill of lading sets or copies thereof, other than one shipper-furnished copy (See NOTE A), a charge of **\$3.17** for each such document or copy will be made; OR
2. More than one original freight bill and one duplicate thereof, exclusive of consignee's memo copy, per shipment; or more than one original and one copy of the carrier's statement of transportation charges; OR
3. The preparation by the carrier of any forms requiring itemization, listing or description of single or multiple freight bills, for submittal with freight bills or statements of charges, a charge of **63** cents per line of itemization, listing or description (or portion thereof) subject to a minimum charge of **\$3.17** per page, per copy, will be made; OR
4. Any forms or copies of forms, other than those described in Paragraphs 1 or 2 above, to be submitted with freight bills or statements of charges, a charge of **\$3.17** for each such form or copy will be made; OR
5. That information not shown on the shipping order at time of shipment be shown on freight bills or statements of charges, a charge of **\$3.17** per shipment will be made; OR
6. That proof of delivery be furnished in any form, a charge of **\$3.17** for each such document or copy will be made.

NOTE A--When as a prerequisite to payment, the shipper-furnished copy of bill of lading is to be returned, it must be clearly and prominently marked by the shipper with specific instructions directing its return with freight bill.

NOTE B--The charges set forth in this item will not apply to:

- (1) Bank Payment Plans when documentation is limited to:
  - (a) Deposit ticket(s) supplied by the bank;
  - (b) Supporting freight bills not in excess of the number set forth in Part (2) above.
  - (c) The return of a copy of the bill of lading furnished by shipper.
- (2) Sight Draft Plans when documentation is limited to:
  - (a) Sight drafts which do not require the carrier to provide information pertaining to the rating of the shipment(s) on the sight draft;
  - (b) Supporting freight bill(s) and statement(s) of charges not in excess of number set forth in Part (2) above.
  - (c) The return of a copy of the bill of lading furnished by shipper.

NOTE C--The provisions set forth in this item will not apply to shipments moving on United States Government bills of lading.

[BACK TO CONTENTS](#)

## ITEM 362

### BILLS OF LADING - ORDER NOTIFY SHIPMENTS

1. Shipments moving under Order Notify Bills of Lading will be tendered for delivery promptly upon arrival at destination or terminal point. Tender of delivery will be considered as delivery for the purpose of applying this rule. If a shipment moving under an Order Notify Bill of Lading is tendered for delivery to consignee at billed destination and the consignee or party entitled to receive the shipment is unable to present the necessary Bill of Lading, the shipment will be treated as refused or unclaimed freight and will be handled in accordance with the rule and charges provided for in ITEM 830 (Redelivery).
2. Order Notify shipments will be subject to a charge of **\$53.72** per shipment, which charge will be in addition to all other lawful transportation charges.
3. The charges for handling Order Notify shipments will be collected from the party paying all other lawful transportation charges.

[BACK TO CONTENTS](#)

## ITEM 365

### BILLS OF LADING - CORRECTED

1. Corrected bills of lading or other instructions to change the freight charges collection status from prepaid to collect will not be accepted after the shipment has been delivered.
2. A corrected bill of lading to change the original freight charges collection status from prepaid to collect will not be accepted if Section 7 (The non-recourse clause) of the corrected bill of lading has been signed by the consignor.
3. A request to change the original freight charges collection status from collect to prepaid will require a corrected bill of lading from the shipper and the shipper must have established credit with DAYR. An additional charge of **\$39.82** per freight bill changed will be assessed against the party responsible for payment of the freight charges on the corrected bill of lading.
4. Redelivery, storage or other charges that become applicable on shipments that have been refused due to the freight charges collection status will be assessed against the party responsible for payment of the freight charges on the corrected bill of lading.

[BACK TO CONTENTS](#)

**ITEM 370**

**BLIND SHIPMENTS**

(Note A)

Upon written instructions received by the carrier prior to receipt of shipment at point of origin, accompanied by a thorough Bill of Lading covering the shipment, the carrier will accept the shipment when tendered by the party in possession of the shipment, subject to the following conditions:

1. Prior to notification to carrier for pickup of blind shipment, customer must contact carriers rate department to obtain a Quote Number. This quote will include total freight charges based on information given by customer, including the applicable charge of **\$54.52** for the blind shipment.
2. After receipt of the Quote Number, the customer will then give all blind shipment information to the carrier's dispatcher, who in turn will complete the Blind Shipment Form. Both the Blind Shipment Form and the original Bill of Lading received at the pickup point will be submitted to the billing clerk with the same pro number. The Quote Number must be written on the Blind Shipment Form.
3. Blind shipments must move prepaid, unless the party paying for the blind shipment charge is also paying the freight charges collect.
4. Carrier will have no responsibility or liability for incorrect billing or delivery of the blind shipment if customer fails to obtain a Quote Number prior to the freight being received by the carrier.

NOTE A: Definition of Blind Shipment: When a 3<sup>rd</sup> party paying the freight charges requests the carrier to ship the freight to a different consignee indicated on the Bill of Lading AND/OR requests that the carrier change shipper's name on the Bill of Lading, at the time of pickup. A charge of **\$54.52** applies for this service. A blind shipment can require changing just the shipper name or consignee information or both. All shipments must show originating city and state of pickup point. This cannot be changed under any circumstances.

[BACK TO CONTENTS](#)

## **ITEM 381**

### **CANCELLATION OF ITEMS**

As this tariff is supplemented, numbered items with letter suffixes cancel, except as otherwise specifically indicated, correspondingly numbered items in the original tariff or in a prior supplement. Letter suffixes will be used in alphabetical sequence starting with A.

Example: Item 445-A cancels Item 445, and Item 365-B cancels Item 365-A, in a prior supplement, which in turn cancelled Item 365. (If Item 365 had not been cancelled, for some reason, Item 365-B would cancel it as well). If the new item provides a specific cancellation of a prior issue or issues, this rule is not applicable.

[BACK TO CONTENTS](#)

## ITEM 390

### CAPACITY LOAD - MINIMUM CHARGE

1. When all or part of a LTL rated shipment tendered to the carrier is classified as being a CAPACITY LOAD shipment, the minimum charge for the quantity of freight loaded per pup(s) will be as follows:
  - (a) For freight originated by a US shipper, HGB 105 Mileage Guide will be used for determining the mileage from origin to destination. For freight originated by a Canadian shipper, PC Miller will be used for determining the mileage from origin to destination.
  - (b) Rates and Minimum Charges will be:
    1. Each pup loaded will be rated at **\$4.41** per mile, subject to a **\$1151.08** Minimum Charge.
    2. Each two pups loaded will be rated at **\$6.97** per mile, subject to a **\$1721.94** Minimum Charge
    3. Excess freight not fully loading the last pup will be considered a separate shipment and so rated.
2. The terms LOADED TO CAPACITY or CAPACITY LOAD refer to the extent to which a pup(s) is loaded with freight, each term meaning:
  - (a) That quantity of freight which, because of unusual shape or dimensions or because of necessity for segregation from other freight, requires the entire capacity of a pup(s); or
  - (b) That quantity of freight which, in the manner loaded, utilizes a linear length of 20 feet or more in the pup(s) and either of the following conditions apply:
    1. Linear width of the freight is equal to or is greater than 5 feet in the pup(s), or
    2. Linear width of the freight is less than 5 feet and no article identical in size and shipping form to the largest article in the shipment can be loaded in the pup(s); or
  - (c) That quantity of freight that exceeds 20,000 pounds, or by weight or size limitations can be legally loaded in a pup(s); or
  - (d) That quantity of freight consisting of one article loaded in a pup(s) when one additional article, weighing the same as or more than the article loaded, cannot be legally loaded; or
  - (e) That quantity of freight picked up on equipment other than pup/set that would be defined as a CAPACITY LOAD as defined herein, if such freight was loaded in a pup/set.
3. The provisions of this item may not be used to reduce rates, minimum weights or total charges below the otherwise applicable charges on the shipment.
4. When during one calendar day, two or more shipments are received from one consignor, at one origin address, destined to one or more consignees at the same destination delivery address, that combine will aggregate the "full capacity" at one or more pups, the shipments will be combined and considered as one shipment and will be subject to the provisions of this item.

[BACK TO CONTENTS](#)

**ITEM 400****CLASS RATE APPLICATION**

Unless specifically provided otherwise in tariffs or schedules published by DAYR, the class or exception rates and charges applicable via DAYR direct or in joint-line traffic will be those in Class Rate Tariff DAYR 505, series, which will take precedence over class rate tariffs published by any other agency or bureau.

[BACK TO CONTENTS](#)

**ITEM 430**

**COLLECT ON DELIVERY (COD) SHIPMENTS**

**See NOTES A, B, C, D, E and F**

Unless otherwise provided in carriers' tariffs, collect on delivery (COD) shipments will be accepted subject to the following provisions and charges:

SECTION 1: Shipments must be tendered on "Uniform Straight", "Straight Bill of Lading-Short Form" or "Straight" bill of lading forms as provided for in the Rules of the NMFC.

The letters "COD" must be stamped, typed or written on all such bills of lading and shipping orders immediately before name of consignee; OR "COD" in red letters at least one (1) inch in height with thickness of stroke 1/4 inch thick or greater must be stamped or printed across the face of all bills of lading and shipping orders. Only one COD shipment may be shown and may not be subject to change dependent upon time or conditions of payment. The name and street and post office address of consignor and consignee must be shown on the bill of lading and shipping order. On straight Bills of Lading-Short Form there must be shown in the space provided for this purpose or in the lower left hand corner of space provided for "description of articles, special marks and exceptions", the following information.

Collect on Delivery \$ \_\_\_\_\_ and remit to:  
\_\_\_\_\_  
Street  
\_\_\_\_\_  
City  
\_\_\_\_\_  
State/Prov \_\_\_\_\_ Zip/PC

COD Fee to be paid:

Prepaid ( ) Collect ( )

SECTION 2: Each package must be plainly marked, labeled, or tagged by consignor showing letters COD, and the name and address of consignor and consignee in accordance with Item 580 of the classification.

SECTION 3: COD packages will not be accepted on the same bill of lading with packages other than COD and only packages covered by one COD bill may be tendered on one bill of lading.

SECTION 4: If consignor desires to forward invoice or collection papers, they must be securely attached to the shipping order copy of the bill of lading and shipping order must show the following information: "ATTACHED INVOICE (OR INVOICES) TO ACCOMPANY SHIPMENT TO DESTINATION".

SECTION 5: COD shipments will not be accepted for transportation when consigned to one firm or person, with instructions to collect COD charges from another firm or person.

SECTION 6: COD shipments will not be accepted for transportation subject to inspection or trial by consignee, or when bearing instructions to make partial delivery. Carriers are only responsible to deliver the shipment in accordance with the bill of lading contract. If, for any reason, upon presentation for delivery, COD payment is refused by the consignee, carriers are responsible for the disposition of the shipment only in accordance with the bill of lading contract and tariff provisions as applicable. Carriers are not responsible, in such circumstances, to seek or remit the COD amount to the consignor or owners of goods.

SECTION 7: Intoxicating beverages will only be accepted for COD shipment subject to applicable provisions of the laws of the state in which the point of destination is located. (See Section 389 of Title 18 of the United States Code Annotated.)

SECTION 8: The Cod amount for COD shipments must be collected at the time such shipments are delivered to the consignee.

SECTION 9: Only the following forms of payment will be accepted in payment of COD amounts:

(1) Cash, up to a maximum of \$250.00; (NOTE F) (2) "Certified Check" which shall include (a) bank cashier's check, (b) bank certified check, (c) bank official check or (d) money order; (3) "Company Check" which shall include a company or personal check of the consignee. The carrier will accept payment of COD amounts only as the agent of the consignor. Carrier's responsibility is limited to exercising due care and diligence in collecting and forwarding the COD payment to the consignor (Note B).

SECTION 10: The charge for collecting and remitting the COD amount for COD shipments ("COD Charge") will be collected from the consignee, except that such charge may be prepaid by the consignor, providing notation to that effect is made by the consignor on the bill of lading and shipping order. The COD Charge shall be paid



directly to the carrier by separate check and must not be included in the Certified Check or Company Check made payable to the consignor.

SECTION 11:

- a) Upon collection of a COD amount, carrier shall remit amount directly to the consignor or other person designated on the bill of lading within ten (10) days after delivery of the COD shipment to the consignee.
- b) The carrier shall maintain a record of all COD shipments received for delivery in such manner and form as will plainly and readily show the following information with respect to each shipment:
  - (1) Number and date of freight bill
  - (2) Name and address of shipper or other person designated as payee
  - (3) Name and address of consignee
  - (4) Date shipment delivered
  - (5) Amount of COD
  - (6) Date collected by carrier
  - (7) Date remitted to payee
  - (8) Check number or other identification of remittance to payee

SECTION 12: The COD charge will be six percent (6%) of the COD amount, subject to a minimum charge of **\$115.51**.

On transfer shipments, the C.O.D. Fee will be for the account of the Carrier performing the delivery.

SECTION 13: Carrier will not accept shipments of explosives, designated as "Class A and

ous explosives" or "Class B less dangerous explosives" referred to in the Hazardous Materials Tariff (HMT), for COD shipment.

SECTION 14:

1. Each of the following requests or instructions must be made in writing:
  - (a) To change the status of an ordinary shipment to a COD shipment;
  - (b) To return the COD shipment to the consignor;
  - (c) To change any of the terms of the COD shipment specified in the bill of lading;
  - (d) To change the requested form of payment of the COD Amount from Certified Check to Company Check.

If any such written request or instruction is made, a charge of **\$39.16** per shipment will be assessed in addition to all other lawful charges. Further, all charges accrued under this item must be prepaid or guaranteed to the satisfaction of the carrier.

2. Carriers are not obligated to comply with such written request or instruction, but a reasonable effort will be made to do so, subject to the provisions herein.
3. If a written request to change the requested form of consignee's payment of the COD amount from Certified Check to Company Check is received after the shipment has been tendered for delivery and refused by consignee, the shipment will also be assessed the applicable redelivery charge as provided in carrier's tariffs, in addition to the charge for changing the form of acceptable payment. Consignor must guarantee payment of the charge for changing the form of payment and the redelivery charge, if any.

NOTE A: Should shipper fail to properly prepare Bill of Lading, mark, label and tag each package, all liability on the part of the carrier ceases should a shipment inadvertently be delivered without collecting the COD amount or collecting incorrect form of the COD amount.

NOTE B: Due Care and Diligence shall be defined as accepting the COD payment in Cash, Certified Check or Company Check as defined in this tariff, in accordance with the instructions of the consignee in writing on the bill of lading, and forwarding such COD payment to consignor regular U.S. Mail, 1st Class. If the consignor

fails to specifically request a type of COD payment in writing on the bill of lading, Due Care and Diligence shall be defined as accepting payment of the COD amount in one of the forms set out in this tariff and forwarding such payment to consignor via regular U.S. Mail, 1st Class. Carrier's responsibility and liability shall terminate once the COD payment is collect and forwarded to consignor in accordance with this tariff. Further, if consignor accepts, negotiates or attempts to negotiate the COD payment, in whatever form of payment and however received, carrier's responsibility or liability shall cease. If shipper does not provide carrier with written notice of its objection to the form of COD payment collected and remitted by carrier within 10 days of carrier's mailing of the COD payment to shipper, shipper will be deemed to have accepted the COD payment and carrier's responsibility or liability under this item shall terminate. Should the COD payment become lost in the mail, it will be the sole responsibility of the consignor to make arrangements with his customer, the consignee, for replacement of the lost COD payment.

NOTE C: Carrier shall have no liability or responsibility should the Certified Check or Company Check be dishonored or not paid for any reason, including, but not limited to, insufficient funds, forgery, fraud or any other unauthorized or criminal acts of any party other than carrier.

NOTE D: Should the shipper request in writing on the bill of lading a Certified Check as COD payment, it will be the responsibility of the shipper and consignee to make arrangements for replacement of the Certified Check through the issuing entity. Should the Certified Check become lost by the U.S. Post Office, the consignee will be responsible for posting the bond required by the bank before reissuing their check.

NOTE E: Should the carrier's check payable to the shipper become lost in the mail, it will be the responsibility of the carrier to replace its check.

NOTE F: Limit on amount of cash that will be accepted does not apply when COD shipments are picked up by consignee or his agent at carrier's terminal.

## BACK TO CONTENTS

### ITEM 435

#### **COLLECTION OF FREIGHT CHARGES FROM A THIRD PARTY**

1. COLLECTION OF CHARGES accruing, and responsibility for payment of all freight charges, are due and payable to carrier, subject to the following provisions:
  - A. For Cash prepaid shipments, charges are due and payable by the consignor, at the time the prepaid shipment is tendered by the consignor.
  - B. For Cash collect shipments, charges are due and payable by the consignee at the time the collect shipment is received by the consignee.
  - C. For accessorial services, at the time any accessorial service is requested or possession of the shipment involved, or any part thereof, is relinquished by carrier.
  - D. For third party shipments, charges are due and payable by the party shown on the original bill of lading as the payor of the freight charges, upon presentation of a freight bill (see Paragraph 3 herein).
  - E. No shipment will be accepted when the freight charges are partially prepaid or partially collect.
  - F. Freight charges must be prepaid on all shipments consigned to trade or traveling shows, fairs or exhibits.
  - G. Freight charges must be prepaid on export shipments, except as follows:
    1. Shipments moving on government bills of lading.
    2. Shipments destined to Canada, United States, or to Mexico when freight charges are guaranteed by the consignor or when established credit and guarantee of charges have been secured with the U.S. domestic consignee or freight forwarder.
  - H. Except as otherwise provided, shipments must be prepaid when destined to New York Zip Code prefixes 100 through 104, 111 through 114 and 116.
2. EXTENSION OF CREDIT for charges accruing may be provided to consignor/consignee as follows:
  - A. Presentation of freight charges may be by U.S. Mail, Electronic Data Interchange (E.D.I.), or by other acceptable methods.
  - B. Extension of Credit, excluding Saturdays, Sundays and legal holidays, will be as follows:
    1. Outbound Prepaid – 15 days from shipment date.
    2. Outbound Collect – 15 days from delivery date.

3. Additional Charges after freight relinquished – 30 days from presentation of the subsequently issued freight bill.
  - C. Payment may be by valid check, draft, money order, Electronic Funds Transfer (EFT), Automatic Clearing House (ACH), or other acceptable methods including cash up to \$500.
  - D. When payment is by wire transfer, the following charge will apply:
    1. For Domestic, **\$22.79** for each wire transfer transaction.
    2. For International, **\$33.41** for each wire transfer transaction.
3. When a third party (a party other than the consignor/consignee or its freight payment processor) is shown on the bill of lading as being responsible for the payment of freight charges, the shipment will be subject to the following provisions:
  - a. Shipment will be billed as “prepaid”.
  - b. Consignor does not execute Section 7 of the bill of lading.
  - c. Consignor has established credit with billing carrier.
  - d. Consignor guarantees to pay all accrued charges if the third party fails to do so within the time allowed.
  - e. Name and address of third party must be clearly shown on the original bill of lading.
4. When checks or similar instruments tendered carrier are returned to carrier unpaid, the following service charge will apply:
  - a. **\$59.20** for each check or similar instrument.
5. If the carrier is forced to utilize an outside collection source, the following provisions will apply:
  - a. Revocation of all applicable discounts and allowances, resulting in collection of gross charges.
6. When the consignee instructs the carrier to bill the freight charges to a third party and such information is not shown on the bill of lading and shipping order at time of shipment, an additional charge of **\$39.82** will be assessed for a new billing in addition to all other applicable charges. The additional charge will be assessed against the party billed for the freight charges.

[BACK TO CONTENTS](#)

**ITEM 440****COMMODITY DESCRIPTIONS**

General descriptive headings in tariffs governed by this tariff which correspond to descriptive headings in the NMFC will be understood to include all qualifying statements, requirements and notes in the NMFC to which such headings are made subject.

[BACK TO CONTENTS](#)

## ITEM 470

### CONTROL AND EXCLUSIVE USE OF TRAILER OR DOUBLES TRAILER

1. Except as provided in Paragraph 2 herein, carrier has CONTROL of the Trailer/Doubles with the unrestricted right to the following:
  - a. Select the Trailer or Doubles for the transportation of a shipment.
  - b. Transfer the shipment to another Trailer/Doubles.
  - c. Load other freight on the same Trailer/Doubles.
  - d. Remove locks or seals applied to the Trailer/Doubles.
2. When consignor/consignee requests a Trailer/Doubles to be devoted exclusively to a shipment, or when the bill of lading or shipping instructions prohibit the breaking of locks or seals or the co-loading of additional freight, the following provisions will apply:
  - a. The following EXCLUSIVE USE transportation charges will apply:
    1. HGB 105 Mileage Guide will be used to determine mileage from origin to destination.
    2. Rates and minimum charges will be:
      - a. Each trailer loaded will be rated at **\$4.83** per mile, subject to a **\$1793.32** minimum charge.
      - b. Each two trailers loaded will be rated at **\$7.24** per mile, subject to a **\$2390.05** minimum charge.
  - b. Request for such service shall be in writing or placed on the bill of lading.
  - c. Locks or seals applied to a Trailer/Doubles will not be broken. In the event a lock or seal has been removed, the carrier will re-lock or re-seal the Trailer/Doubles and notate the reason for removal. No freight will be added to the Trailer/Doubles except at the instruction of the consignor/consignee.
  - d. When the request for EXCLUSIVE USE is made after the shipment has been received by carrier, carrier will make a good faith effort to intercept the shipment and convert it on an EXCLUSIVE USE shipment. Such request must be in writing and will be made part of the bill of lading contract. The requesting party must guarantee charges. EXCLUSIVE USE charges will apply from the point of interception to ultimate destination.
  - e. EXCLUSIVE USE shipments will not be permitted on Stop-offs, split pickups, split deliveries, or when Section 7 of the bill of lading has been signed.
  - f. The provisions of this item may not be used to reduce rates, minimum weights or total charges below the otherwise applicable charges on the shipment.

[BACK TO CONTENTS](#)

**ITEM 480**

**CUSTOMS OR INBOND FREIGHT**

1. Shipments subject to Inbond Fees and sufferance warehouse handling:
  - a. All shipments moving inland and Inbond for Canadian Customs Clearance will be assessed a fee for Inbond and sufferance warehouse handling as outlined in the chart below. All charges are assessed to the payor of the freight charges.

PROVINCE-CITY	CWT	MIN	MAX
NL	\$3.96	\$148.53	\$297.05
PE	\$3.96	\$101.85	\$297.05
NB	\$3.96	\$101.85	\$297.05
NS	\$3.96	\$101.85	\$297.05
QC	\$3.96	\$101.85	\$297.05
ON (except Toronto On)	\$3.96	\$101.85	\$297.05
TORONTO TERMINAL SERVICE AREA	\$3.96	\$133.68	\$297.05
MB	\$3.96	\$133.68	\$297.05
SK	\$3.96	\$133.68	\$297.05
AB	\$3.96	\$148.53	\$297.05
BC	\$3.96	\$148.53	\$297.05

- b. All shipments subject to Customs Clearance at a point in the United States will be assessed a charge of **\$5.09** per cwt subject to a Minimum Charge of **\$157.33** and a Maximum Charge of **\$450.52** per shipment or per trailer if more than one trailer is required to transport the shipment. No charges will be assessed against the shipments cleared at the border.
    - c. On shipments subject to custom clearance at a point in the United States where the specified broker will not set up the IT paperwork on behalf of his client, Day & Ross will have Livingston prepare the bond. The cost of this will be passed on to the payor of the freight charges. A charge of **\$37.13** will be applicable.
    - d. In the event that an Inbond shipment is required to be manifested or re-manifested by the sufferance warehouse administrative staff, the charge shall be **\$57.29** per shipment per manifest or re-manifest.
    - e. In the event that US or Canada Customs elects to examine or inspect a given shipment and requires the carrier (next day or within stipulated time frame) to present the shipment to an inland customs warehouse location for examination, the charge shall be **\$144.28** per shipment (Examination Fee) in addition to any other Inbond fees or charges found in Item 480.  
 In addition, if US or Canada Customs elect to immediately examine a given shipment while at a border port location the examination fee of **\$144.28** will apply in addition to any other Inbond fees or charges AND a detention fee of **\$80.63** per hour shall be assessed for any portion of an hour after 2 hours of free time and until the driver is allowed to proceed.  
 In the event that US or Canada Customs requires the carrier, while at a border port location, to immediately off load shipments on a trailer in order to view and examine a given shipment or shipments, and the carrier must engage a third party provider to unload the trailer, the payor of the freight charges shall be assessed the invoice value submitted by the third party provider in addition to the **\$144.28** Examination Fee and Detention Fee outlined above.
    - f. Inbond shipments brought to an inland sufferance warehouse will be assessed a storage charge after 24 hours of free time at the sufferance warehouse of **\$2.66** cwt., subject to a minimum of **\$53.05** and a maximum of **\$118.82** per shipment per day.
    - g. Any additional fees related to Inbond shipments that are applied by various inland sufferance warehouse operators and assessed to Day & Ross not covered herein will be the responsibility of the payor of the freight charges consistent with an itemized invoice provided by the sufferance warehouse operator to Day & Ross.
    - h. Rates and charges found in this item may be subject to increase at any time should sufferance warehouse operators in various local market areas decide to raise the respective rates and charges.
2. Line haul charges on shipments requiring Customs clearance at a point other than final destination will be assessed on the basis of rates and charges applicable from point of origin to the point of Customs clearance,

plus the rates and charges applicable from the point of Customs clearance to the final destination. (See NOTE A)

3. Import freight moving Inbond may not be included in the same shipment on the same bill of lading for freight not moving Inbond.
4. Shipments moving under United States Customs Bond will not be accorded the privileges of stopping in transit or split pickup or split delivery.
5. Each IT shipment (Immediate Transportation Permit) issued for movement of an Inbond shipment will be considered as a separate shipment, and must be accompanied by one bill of lading and shipping order. (See NOTE B)
6. Shipments tendered in a vehicle sealed by or at the instructions of the consignor, or as required by competent authority, will be considered as fully loaded or loaded to capacity and subject to the provisions of the applicable Capacity Load Rule. On shipments cleared en-route by Customs, the movement beyond such clearance does not require a seal, normal rates and charges will apply to the beyond point.
7. Shipments moving from the United States under a Tir Carnet issued by the originating carrier are subject to a charge of **\$163.38** which will be in addition to all other applicable charges (including the Inbond or Customs clearance charges herein applicable), and will be collected from the party responsible for the line haul charges.
8. When the carrier is required to pickup shipping documents or Customs release forms from a forwarder or broker for validation prior to pickup of a shipment, a charge of **\$3.68** cwt., subject to Minimum Charge of **\$66.84**, Maximum Charge of **\$305.91** for each pickup of such documents, will be assessed in addition to all other applicable charges (including the Inbond or Customs clearance charges herein applicable), and will be collected from the party responsible for the line haul charges.
9. Any detention or storage charges will be assessed against the party responsible for the line haul charges. Such charges must be prepaid or guaranteed to the carrier's satisfaction before the shipment is released. For the purpose of applying storage rules, notification to the local Customs Office that the shipment is available for inspection will constitute tender of the shipment for delivery.
10. When it is necessary for the carrier to purchase and apply "High Security Red In-Bond Seals" for shipments moving under United States Customs Bond, a charge of **\$73.20** per seal will be assessed in addition to all other applicable charges. Carrier will not be responsible for equipment or tools necessary for removal of the High Security Red In-Bond Seal(s).

NOTE A--No beyond line haul charges will apply when the final destination is located within the terminal area of the points of Customs clearance and is subject to the same rate basing point of Customs clearance.

NOTE B--Not applicable on volume or truckload shipments moving In Bond between steamship company piers or wharves or when such shipments are delivered to a U.S. Customs Bonded Warehouse.

[BACK TO CONTENTS](#)

**ITEM 481**

**CUSTOMS PROCESSING & ADMINISTRATION FEE (CPAF)**

All shipments to/from Canada and the US governed by this tariff shall be subject to a surcharge of **\$32.00** to cover customs processing and administration. This surcharge is in addition to the freight charges quoted herein.

[BACK TO CONTENTS](#)



**ITEM 490****DENSITY--METHOD OF DETERMINING**

Where rates are applicable according to the density of articles as tendered for shipment, the word "density" means "pounds per cubic foot". The cubage of loose articles or pieces or packaged articles shall be determined by multiplying the greatest straight-line dimensions (not circumferential) of length, width and depth in inches, including all projections, and dividing by 1728 cubic inches (one cubic foot). The density shall be the result of the division of the weight per article, piece or package by the cubage of such article, piece or package.

The weight per cubic foot relates to the density of each shipping package or piece and not to the shipment as a whole.

[BACK TO CONTENTS](#)

**ITEM 500**

**DETENTION - VEHICLES WITH POWER UNITS**

1. When carrier's trailer/doubles is delayed by consignor/consignee for loading or unloading on or near the premises of consignor/consignee, DETENTION charges will begin upon expiration of the applicable free time allowed, and will end when the trailer/doubles is loaded or unloaded and is available for movement.
2. Free time will begin when carrier notifies consignor/consignee that the trailer/doubles is available for loading or unloading.
3. The following DETENTION charges will apply:
  - A. For DETENTION with Power, the following charges and provisions will apply:
    1. **\$40.31** per trailer for each 15 minutes or fraction thereof, subject to a minimum charge of **\$97.08**.
    2. Free time will be determined as follows:

<b>WEIGHT PER STOP</b>	<b>FREE TIME PER STOP</b>
a. 1 Less than 2,500 lbs.	30 Minutes (1/2 Hour)
a. 2 2,500 through 4,999 lbs.	60 Minutes (1 Hour)
a. 3 5,000 through 7,499 lbs.	90 Minutes ( 1 ½ Hours)
a. 4 7,500 through 9,999 lbs.	120 Minutes (2 Hours)
a. 5 10,000 through 19,999 lbs.	180 Minutes (3 Hours)

- a. Non-working periods, such as meal, coffee or rest breaks, not exceeding one hour, will be excluded from the computation of free time.
  3. Charges will accrue to the consignor in the case of loading or to the consignee in the case of unloading, regardless of whether linehaul charges are prepaid or collect.
  4. When loading or unloading is not completed by the end of the business day, consignor/consignee has the option to:
    - a. Request trailer/doubles without power remain. Free time will cease, and DETENTION without Power will begin with applicable free time.
    - b. Request trailer/doubles leave the site and return the next business day when loading or unloading will resume. Free time will be suspended until trailer/doubles is returned. Storage and redelivery charges will apply without additional free time.
  5. DETENTION with Power will also apply when carrier assists in loading, unloading, counts or checks the freight whether the power remains or not.
- B. For DETENTION without Power, the following charges and provisions will apply:
1. **\$120.17** per trailer for each 24-hour period or fraction thereof, excluding non-business days. Charges cease when the customer notifies carrier that the equipment is available to carrier.
  2. Free time will be determined as follows:
    - a. 24 hours, excluding non-business days.
  3. Subject to availability of equipment, carrier will spot trailer/doubles for loading or unloading on the premises or designated site as requested by consignor/ consignee, or as close as conditions permit. Customer or its designee may move the spotted trailer with its own power units at its own expense and risk for the purpose of loading or unloading.
  4. Consignor/consignee will perform all loading or unloading, including the counting and checking of freight. In the case of loading, the Bill of Lading must show, 'Shipper load and count'. When a trailer/doubles is unloaded and reloaded, each transaction will be treated independently of the other except that when unloading is completed, free time for loading shall not begin until free time for unloading has elapsed.

5. Carrier responsibility for safeguarding shipments will begin when carrier takes possession of a trailer/doubles loaded by consignor, and will end when carrier spots trailer/doubles for unloading by consignee, as the case may be.
6. DELAY IN TRAILER PICKUP CHARGE: No additional charge will be made for picking up trailers spotted under this item when such pickup can be performed within 30 minutes after arrival of driver and power unit at premises of consignor, consignee, or other party designated by them. When a delay of more than 30 minutes is encountered, detention charges for vehicles with power will commence from the time of arrival as specified in Item 500.
7. STRIKE INTERFERENCE CHARGE: When, because of a strike of its employees, it is impossible for consignor, consignee, or other party designated by them to make available for movement by carrier any partially loaded, or empty trailers detained on their premises, a detention charge of **\$118.39** per day or fraction thereof, per trailer will be made following expiration of free time. Saturdays, Sundays, and holidays shall be included after the 4th day of charges.

[BACK TO CONTENTS](#)

## ITEM 501

### Detention - Vehicles with Power Units (TRUCKLOAD)

This item applies when carrier's vehicles with power units are delayed or detained on the premises of consignor, consignee, or on other premises designated by them, or as close thereto as conditions will permit, subject to the following provisions:

#### Sec. 1. - General Provisions

a) This item applies only to vehicles which have been ordered or used to transport shipments subject to truckload rates. For the purpose of this item, the term "truckload rates" shall be considered to include shipments moving on a rate subject to a stated minimum weight of 20,000 pounds or more when not designated as a truckload rate, and, where applicable, shipments which are assessed charges based on the provisions of a Capacity Load Rule or are accorded Exclusive Use of Vehicle Service or Expedited Service.

b) This item applies only when vehicles are delayed or detained at the premises of pickup or delivery and only when such delay or detention is not attributable to the carrier.

c) Free time for each vehicle will be as provided in Sec. 4. After the expiration of free time, charges will be assessed as provided in Sec. 5.

d) The detention charges due the carrier will be assessed against the consignor in the case of loading and against the consignee in the case of unloading, irrespective of whether line-haul charges are prepaid or collect. When detention charges are attributable to others who are not parties to the Bill of Lading, the party responsible for the payment of the freight charges will be held responsible for any accrued detention charges. (See Note A)

NOTE A: At those marine terminal facilities where Federal Maritime Commission detention charges apply, carrier charges pursuant to this rule will be assessed on the party responsible for the payment of the freight charges to the extent such charges exceed those of the Federal Maritime Commission.

e) When carrier's employee assists in loading, unloading, or checking the freight, this item will apply whether or not the power unit is actually detained.

f) Nothing in this item shall require a carrier to pickup or deliver freight at hours other than carrier's normal business hours. This shall not be construed to restrict a carrier's ability to accept pickup and delivery schedules at hours other than its normal business hours.

#### Sec. 2. - Definitions

a) "Vehicle" means straight trucks or tractor-trailer combinations used for the transportation of property.

b) "Loading" includes furnishing carrier with the Bill of Lading, forwarding directions or other documents necessary for forwarding the shipment.

c) "Unloading" includes:

(1) Surrender the Bill of Lading to the carrier on shipments billed, "To Order";

(2) Payment of lawful charges to the carrier when required prior to delivery of the shipment;

(3) Notification to the carrier that vehicle is unloaded; and

(4) Signing of the delivery receipt.

- d) "Premises" means the entire property at or near the physical facilities of consignor, consignee or other designated party.
- e) "Site" means a specific location at or on the premises of consignor, consignee or other designated party.
- f) "Normal non-working periods" means meal, coffee and rest breaks.
- g) "Pallet" means pallets, platforms, shipping racks or skids with or without standing sides or ends, but without tops.

### Sec. 3. - Computation of Time

#### a) Commencement and termination:

1) The time per vehicle shall begin to run upon actual notification by carrier's employee to a responsible representative of consignor, consignee or other designated party at the premises of pickup or delivery of the arrival of the vehicle for loading and unloading. Upon such notification, the responsible representative of consignor, consignee or other designated party may enter the time of arrival onto the carrier's detention record. If the representative refuses to enter the time, then carrier's employee will enter the time and it will be binding upon each party.

2) Time shall end upon completion of loading or unloading except as provided for in Paragraph (c) of this section. Upon such completion, a responsible representative of consignor, consignee or other designated party may enter the time of completion onto the carrier's detention record. If the representative refuses to enter the time, then carrier's employee will enter the time and it will be binding.

#### b) Prearranged scheduling:

1) Upon reasonable request of consignor, consignee or others designated by them, carrier will, without additional charge, enter into a prearranged schedule for arrival of the vehicle for loading or unloading.

2) When the carrier enters into a prearranged schedule with consignor, consignee or others designated by them for the arrival of the vehicle for loading or unloading and carrier is unable for any reason to maintain such schedule, then carrier and consignor, consignee or other party designated by them have the option to agree to a mutually convenient and prompt alternative arrival time or in the event such agreement cannot be reached, to compute detention time against consignor, consignee or other party designated by them from carrier's actual arrival time subject to an extension of 15 minutes, or fraction thereof, the vehicle is delayed beyond the originally scheduled arrival time; in no case shall such extended free time exceed 60 minutes.

3) If carrier's vehicle arrives prior to scheduled time, time shall begin to run from the scheduled time or actual time loading or unloading commences, whichever is earlier.

#### c) Conditions governing the computation of time:

1) Computations of time are subject to and are to be made within the normal business hours at the designated place of pickup or delivery. If carrier is permitted to work beyond this period, such working time shall also be included.

2) When loading or unloading is not completed at the end of normal business hours at the designated place, consignor, consignee or other party designated by them shall have the option:

(I) to request that the vehicle without power remain at its premises subject to the provisions of Sec. 4 (d);  
or

(II) to request that the vehicle with power be returned to carrier without being subject to charges for storage or redelivery so long as free time has not yet expired. When the vehicle is returned for completion of loading or unloading, the computation of any remaining free time will resume. If free time has expired and

detention has begun to accrue, storage or redelivery charges as may otherwise be provided will be assessed.

3) When carrier's employee interrupts loading or unloading by the taking of any normal non-working periods, any such time will be excluded from the computation of time in excess of free time.

Sec. 4. - Free Time

a) Free time shall be computed as follows:

ACTUAL WEIGHT IN POUNDS PER VEHICLE STOP	FREE TIME IN HOURS PER VEHICLE STOP	
(See Note B)	<u>FLOOR LOADED</u>	<u>PALLET LOADED</u>
10,000 but less than 20,000	3	1
20,000 but less than 28,000	4	2
28,000 but less than 36,000	5	2
36,000 but less than 44,000	6	2
44,000 or more	7	2

NOTE B: Also applies to the last vehicle used in transporting overflow truckload shipments, or to vehicles containing truckload shipments stopped for completion of loading or partial unloading.

b) When at least 90 percent of the shipment weight (exclusive of pallet weight) is loaded on pallets, or when shipment is loaded on flat-bed or other open-top equipment, free time shall be as provided under "PALLET LOADED" as shown above, except that, when open-top equipment is used in lieu of closed equipment to transport shipment of unpalletized general commodities, free time will be as provided under "FLOOR LOADED" as shown above.

c) When more than one truckload shipment or a truckload shipment and one or more less-than truckload (LTL) or any quantity (AQ) shipments are loaded) on one vehicle at the premises of consignor or when more than one truckload shipment or a truckload shipment and one or more LTL or AQ shipments are unloaded from one vehicle at the premises of consignee or other designated party, the combined weight will be used to determine free time, in all other instances the individual shipment weight will be used.

d) When a vehicle with power is changed to a vehicle without power at the request of consignor, consignee or other party designated by them, the free time and detention charges will be applied as follows:

1) If the change is requested and made before the expiration of free time for a vehicle with power, free time will cease immediately at the time the request is made, and detention charges for vehicles without power will immediately commence with no further free time allowed.

2) If the change is requested and made after the expiration of free time for a vehicle with power, free time and detention charges will be computed on the basis of a vehicle with power up to the time the change was requested. In addition thereto, the vehicle will immediately be charged detention for vehicles without power with no further free time allowed.

e) When a vehicle is both unloaded and reloaded, each transaction will be treated independently of each other, except that when loading is begun before unloading is completed, free time for loading shall not begin until free time for unloading has elapsed.

f) Loading or unloading at more than one site at or on the premises of consignor, consignee or other designated party shall constitute one vehicle stop.

#### Sec. 5 - Charges

When the delay per vehicle beyond free time is 1 hour or less, the charges will be **\$114.69**. For each additional 30 minutes or fraction thereof, the charge will be **\$57.34**.

#### Sec. 6 - Records

A written record of the following information must be maintained by the carrier on all truckload shipments, and such record must be kept available at all times:

- a) Name and address of consignor, consignee or other party at whose premises freight is loaded or unloaded;
- b) Identification of vehicle tendered for loading or unloading;
- c) Date and time of notification of arrival of the vehicle for loading or unloading;
- d) Date and time loading or unloading is begun;
- e) Date and time loading or unloading is completed;
- f) Date and time vehicle is released by consignor, consignee or other party at place of pickup or delivery after loading or unloading is completed;
- g) Actual time of non-working periods;
- h) Total actual weight of shipment or shipments loaded or unloaded.
- i) Whether articles are tendered under a prearranged schedule for loading or unloading;
- j) Date and time specified for vehicles tendered under prearranged schedule; and
- k) Alternative made when a vehicle is tendered under a prearranged schedule that was not adhered to.

## **ITEM 503**

### **PREARRANGED SCHEDULING OF VEHICLE ARRIVAL FOR LOADING OR UNLOADING**

The provisions of this item do not apply with respect to detention occurring at origins and destinations within the State of Alaska.

Upon reasonable request of consignor, consignee or others designated by them and subject to the provisions contained herein, carriers will, without additional charge, prearrange schedules for arrival of vehicles, for loading or unloading shipments governed by Item 500.

SECTION 1: Request for prearranged scheduling may be oral or in writing.

SECTION 2: Prearranged schedules for arrival of vehicle for loading or unloading may be on a one-time or continuous basis mutually agreeable to all parties. Continuous prearranged scheduling agreements may be terminated by any party to the agreement on not less than 24 hours notice prior to the effective date of such cancellation.

SECTION 3: The scheduled time for arrival of vehicle for unloading should be prior to the time storage charges would begin to accrue. If arrival for unloading is not so scheduled, storage charges will be assessed as provided in applicable tariff.

[BACK TO CONTENTS](#)



## ITEM 512

### DIVERSION-MOTOR TO AIR TRANSPORTATION

When instructions are received to divert a shipment at any point from motor to air transportation, and when such instructions do not include a change in the destination of the shipment, the following provisions apply:

1. The shipment will be charged for on the basis of the combination of rates or charges applicable from the origin point and the air transportation charges from the diversion point to the destination point.
2. A charge of **\$53.69** per hour, per man, subject to a minimum charge of **\$93.50** will be made for all time and men required in unloading and reloading the line haul vehicle to accomplish such diversion.
3. A charge of **\$12.94** per 100 pounds, subject to a minimum charge of **\$93.50** per shipment will be made for delivery service to the air transportation terminal.

[BACK TO CONTENTS](#)

**ITEM 540**

**TRANSPORTATION OF HAZARDOUS MATERIALS; WASTES, OR SUBSTANCES AND RADIOACTIVE WASTE**

**(See NOTE A)**

Carriers will accept shipments of hazardous material, wastes, or substances and radioactive waste material for transportation in accordance with transportation requirements of U.S. Department of Transportation and the U.S. Nuclear regulatory Commission, subject to the following provisions:

1. Shipments of any Hazardous Goods, including hazardous wastes, hazardous substances for disposal, and radioactive active waste material, will be subject to the following requirements:
  - (a) A notice of 48 hours must be given to carrier before tendering shipment, advising name of shipper, origin, consignee and destination.
  - (b) Carrier will determine through its delivering terminal if consignee will accept shipment when tendered.
  - (c) Upon advice from consignee that shipment will be accepted, carrier will accept shipment.
  - (d) Upon advice from consignee that shipment will not be accepted, shipment will be refused by carrier.
  - (e) Should consignee advise that shipment cannot be accepted (See Paragraph "d" above), carrier will make an attempt to determine when such shipment will be accepted by consignee and advise shipper or connecting carrier.
  - (f) Shipments will be prepaid.
  - (g) Shipments of hazardous wastes, or substances, or radioactive waste material, which are delayed at any time due to restrictions imposed by any shipper, consignee or regulatory agency will be subject to a delay-in-transit charge of 200 percent of the storage charges, published in Item 910. Such charges to begin at time shipment is delayed and continue until such time as transportation can be resumed or shipment delivered to consignee (See NOTE B). The accrued charges will be collected from the party responsible for the delay or if delayed by a regulatory agency, charges will be collected from the shipper or party requesting movement of the shipment. The carrier shall maintain a record of all such shipment and vehicle delays, including the arrival and departure time at points where delays occur and name of party responsible for such delays.
  - (h) Waste to be packaged in new or reconditioned DOT specification containers. Non-reusable containers will not be accepted.
  - (i) When drums and/or containers are found to be defective or leaking through no fault of the carrier, the necessary equipment and/or supplies, over-pack drums or containers, and all necessary labor will be provided to complete transportation of the shipment. All charges for obtaining the equipment and/or supplies, application of an over-pack drum or container and any necessary labor plus any and all actual damages approximately caused by defective or leaking containers and drums will be assessed against the consignor and will be in addition to all other applicable tariff charges.
  - (j) Shipments of hazardous materials will be subject to a surcharge of **\$32.89** for shipments from 1 lb. to 999 lbs. and **\$32.89** for shipments 1,000 lbs. and over.
2. If required by Federal, State or Local regulations, carrier will prepare designated route plans which will set forth the routes to be utilized in transporting shipments of hazardous materials, wastes, or substances, or radioactive waste material, from the initial origins to the final destinations. The designated route will be the shortest practical route over the highways approved by the appropriate State or Local agency for the transportation of hazardous materials, wastes, or substances, or radioactive waste material, and any interstate highway not disapproved by a State or Local agency with enforcement authority. If the total distance from the initial origin to the final destination via the designated route or movement exceeds 115 percent of the shortest mileage from initial origin to final destination, the distance in excess of 115 percent will be charged for at the rate of **\$7.20** per mile. All mileage shall be computed by the use of the PCMILER.
3. When special permits authorizing the transportation of specific shipments of hazardous materials, wastes, or substances, or radioactive waste materials are required by Federal, State or Local regulations, the purchase cost of such permits will be paid by the carrier and collected as follows:
  - (a) The purchase costs of such permits, plus a service charge of **\$65.48** per permit, per state in which a permit is procured, shall be collected from the shipper or party requesting movement of the shipment.
  - (b) Except for the service charge for each permit required, evidence of payment of all permit charges shall be furnished to the shipper or party requesting movement of the shipment upon request.

4. Any notation on the bill of lading which in any way limits or denies carrier access to the vehicle in which the shipment is loaded, shall be deemed by the carrier to require "Exclusive Use of Vehicle" service in accordance with provisions of Item 470.

NOTE A--Nothing in this rule shall obligate carriers to transport shipments beyond the scope of their operating certificates or in violation of any law, regulation or ordinance.

NOTE B--Charges also apply on shipments delayed, by refusal or otherwise, at destination by consignee and begin upon notice of arrival (Item 345) to consignee.

ITEM 540-1

#### HAZARDOUS MATERIAL OFF SHORE FEE

A **\$141.80** per shipment charge for hazardous material additional block and brace fee at the Chicago Consolidation Port for destination to Puerto Rico, Dominican Republic, and Caribbean Island will be billed to payer of the freight.

[BACK TO CONTENTS](#)

**ITEM 550****EXPORT, IMPORT, COASTWISE AND INTERCOASTAL TRAFFIC**

1. Rates and provisions published as applying on EXPORT TRAFFIC apply for export to all foreign countries. (See NOTE B)
2. Rates and provisions published as applying on IMPORT TRAFFIC apply on import traffic from all foreign countries. (See NOTE B)

Such rates and provisions apply from the various ports on import traffic, arriving by air or Ocean Carriers at the ports; provided, that on such imports as have been trans-shipped at a United States Port, the goods have not been placed in storage nor held at port of trans-shipment longer than required for trans-shipment.

3. Rates and provisions published as applying on COASTWISE TRAFFIC apply on traffic having both origin and destination at points in the United States and moving by water between Atlantic Coast Ports and/or Gulf Ports. (See NOTE A) Rates and provisions published as applying on INTERCOASTAL TRAFFIC apply on traffic for trans-shipment via the Panama Canal from or to points on the Pacific Coast of the United States and British Columbia.

NOTE A--Rates and provisions indicated as applying on Coastwise Traffic will apply only in connection with water carrier whose rates are on file with Maritime Commission.

NOTE B--The term "Foreign Countries" includes all points not located in the 48 contiguous United States of America.

[BACK TO CONTENTS](#)

**ITEM 551**

**EXPORT, COASTWISE ON INTERCOASTAL SHIPMENTS**

**DESIGNATION OF PLACE OF DELIVERY ON TRAFFIC MOVING THROUGH FLORIDA PORTS**

When upon arrival of an export, coastwise or intercoastal shipment at a port, it is determined the actual consignee and delivery address at such port is not designated on the bill of lading, the carrier will give notification of arrival to the broker or other party shown on the bill of lading. The broker or other party will then designate the actual consignee and actual delivery address within the port facility.

When necessary to notify broker, or other party to secure name of actual consignee and actual delivery address before delivery can be accomplished, a charge of **\$89.43** per shipment will be assessed on shipments weighing less than 10,000 lbs. No additional charge will be made on shipments weighing 10,000 lbs. or more. The charges shown in Items 647 and 820 will not apply to the extent provisions of this item are applicable.

[BACK TO CONTENTS](#)

**ITEM 552**

**CHARGES ON WATERBORNE TRAFFIC AT PORT OF BALTIMORE**

**(See NOTE C)**

**(Exceptions to NMFC Item 568)**

1. Except as otherwise provided, rates and charges in tariffs governed by this tariff applying from or to the Port of Baltimore on waterborne traffic do not include loading or unloading of the motor carrier vehicle or other services normally incidental to handling of waterborne traffic. Loading and unloading services at the port of Baltimore are performed by long shoremen, stevedores or public loaders at rates and charges lawfully on file with the Federal Maritime Commission. Except as otherwise provided below, the arrangement for the performance of these loading and unloading services, and the payment therefore, is the responsibility of the consignor or consignee, its agent or representative. The carrier shall not be responsible for any delays resulting from the failure of any party to make the proper arrangements for the performances of these services.
2. Except as otherwise provided in NOTE D, when the consignor or consignee, its agent or representative has failed to make arrangements with the terminal operator for the performance of loading or unloading services and the payment therefore, the carrier will endeavor to complete the arrangements necessary to effectuate the loading or unloading of the carrier's vehicle and will advance the following charges in payment of such services, which shall be in addition to all other lawful rates and charges:

SERVICE	RATE OF CHARGE PER 100 LBS.	MINIMUM CHARGE PER SHIPMENT
(a) Full Loading or Unloading Service (See NOTE A)	<b>\$3.47</b>	<b>\$130.78</b>
(b) Partial Loading or Unloading Service (See NOTE A)	<b>\$1.92</b>	<b>\$ 53.72</b>
(c) Pre-palletized or skidded cargo (See NOTE B)	<b>\$1.24</b>	<b>\$ 53.72</b>

3. The charges of the carrier for advancing or paying monies as outlined in Paragraph 2 and NOTE D will be as provided in Item 300.
4. LTL or AQ shipments consigned to one consignee at one port may, upon arrival or prior to arrival at carrier's terminal serving the port, be divided into separate shipments for delivery to piers, docks, pier terminals, transit sheds or wharves. Such shipment shall be assessed charges based on a combination of rates or charges applicable to and from the port city involved. The revised billing shall be sent to and be paid by the party requesting this service. This service will not be given if delivery has been made according to original billing.
5. Rates and charges named herein will not apply when shipment(s) are delivered in trailer(s) without transfer of the lading to ocean carrier. The receipt of the trailer(s) by ocean carriers shall terminate the motor carrier's delivery service and liability. Rates and charges named herein will not apply when shipment(s) is received in trailer(s) without transfer of the lading from ocean carriers. The receipt of the trailer(s) by the motor carrier shall constitute the beginning of the motor carrier's service and liability.
6. Except on shipments moving on Government Bills of Lading, all charges in this item applying on export shipments must be prepaid.
7. When consignor or consignee or its representative or agent makes arrangements directly with the terminal operator of the piers, docks, pier terminals, transit sheds or wharves for payment of the pier charges of said operators, the charges in this item will not apply. The following notation must be placed on the bill of lading by the consignor:

"Arrangement made with pier operators to bill shipper or consignee directly for pier loading or unloading charges."

NOTE A--Truck loading or unloading (Full Service):

Truck loading or unloading shall mean the service of moving cargo from a place of rest on the pier, elevating the cargo on to the truck and stowing of the cargo in the truck or removing cargo from the body of the truck to a place of rest designated by the terminal, but shall not include special storage, sorting or grading of, or otherwise selecting the cargo for the convenience of the trucker or the consignee. The service shall include loading on consignee's pallets. The loading and stowing of cargo in the truck or the unloading of cargo from the truck shall be under the supervision of the driver of the truck.

NOTE B--Partial loading or unloading (Tailgate Service):

- (a) Partial loading or unloading, commonly called tailgate service, shall mean the service which is performed when packaged cargo other than pre-palletized or skidded cargo can be loaded onto the tailgate of truck by use of an operator and a machine. If additional labor is required for this operation, the full loading or unloading rate will be applicable. (This provision shall not be construed as compelling the terminal to provide pallets).
- (b) Pre-palletized or skidded cargo which is pre-palletized or skidded to the satisfaction of the terminal operator and which is situated on the pier or on the truck so that it can be loaded into a truck or unloaded from a truck by the insertion of the terminal's forklift truck blades under the pallet or skid without any necessity of shifting the cargo prior to such insertion. If the cargo is not so situated, the full loading or unloading rates are applicable.

NOTE C--Not applicable on shipments destined to or picked up at Firestone Natural Rubber and Latex Company and United Trading Company at Locust Point MD.

NOTE D--When freight cannot be loaded or unloaded by the terminal operator by means of this labor or forklift or Hi-Lo equipment, but requires "Rigging or Special Equipment" the carrier will advance the charges of the terminal operator necessary to effectuate loading or unloading of the carrier's vehicle. All charges so advanced shall be in addition to those named in Paragraphs 2 and 3 and shall be collected from the shipper or consignee, its agent or representative. "Rigging or Special Equipment" consist of mechanical handling devices, winches, cranes, jacks, blocks and falls, or consisting of other special equipment commonly used in hoisting, handling, or placing the freight in position. "Rigging or Special Equipment" does not include hand trucks, forklifts or Hi-Lo equipment.

[BACK TO CONTENTS](#)

**ITEM 553**

**CHARGES ON WATERBORNE TRAFFIC AT NEWARK, NJ-NEW YORK DISTRICT HARBOR AREA**

**(Exceptions to NMFC Item 568)**

**LOADING OR UNLOADING SERVICE IN THE NEWARK, NJ-NEW YORK DISTRICT HARBOR AREA**

**(See NOTES A, B, C, D, E, F, G and J)**

1. Except as otherwise provided, rates and charges in tariffs governed by this tariff applying to or from Newark, NJ-New York District, on export, import, coastwise traffic do not include loading or unloading of the motor carrier's vehicle or pickup or delivery service.
2. Loading and unloading services at locations in the Newark, NJ-New York Harbor Area (See NOTE C) are performed by longshoremen, stevedores or public loading at rates and charges lawfully on file with the Federal Maritime Commission. Except as otherwise provided in Paragraph 3, the arrangement for the performance of these loading and unloading services, and the payment therefore, is the responsibility of the consignor or consignee, its agent or representative. The carrier shall not be responsible for any delays resulting from the failure of any party to make the proper arrangements for the performance of these services.
3. Except as otherwise provided in NOTE H, when the consignor or consignee, its agent or representative has failed to make arrangements with the terminal operator for the performance of loading or unloading services and the payment therefor, the carrier will endeavor to complete the arrangements necessary to effectuate loading or unloading of the carrier's vehicle and will advance the following charges in payment for such services, which shall be in addition to all other lawful rates and charges:

**TABLE A (See NOTE J)**

	RATE IN CENTS PER 100 LBS.	MINIMUM CHARGE PER SHIPMENT
(a) Any shipment not on pallets or skids weighing less than 25,000 lbs.	<b>480</b>	<b>\$63.59</b>
(b) Any shipment not on pallets or skids weighing 25,000 lbs. or more	<b>244</b>	...

**TABLE B (See NOTE N)**

Rates in Table B are quoted in cents per 100 lbs. unless otherwise noted, and apply for loads of 10,000 lbs. or over, with the exception that items preceded by circle reference "(AQ)" are for any quantity.

COMMODITY	RATE OR CHARGE
(AQ) Appraiser's Stores (Public Stores) per package, under 1,000 lbs. ....	<b>\$ 6.83</b>
Bagged Goods - (Bags must weigh at least 90 lbs. Each and must be in good condition. Bags cubing at over 100 cubic feet per ton (2,240 lbs.) will be charged the Table A rates):	
On Flatbed Trucks. ....	<b>\$ 1.61</b>
Other Trucks . . . . .	<b>\$ 1.84</b>
Baled Goods - (Bales must weigh at least 90 lbs. each. All bales on any one truck must be of uniform size and in good condition. Bales cubing at over 100 cubic feet per ton (2,240 lbs.) will be charged the Table A rates):	
On Flatbed Trucks. ....	<b>\$ 1.61</b>
Other Trucks . . . . .	<b>\$ 1.84</b>



Barrels, drums, kegs (Each piece must weigh at least 175 lbs. All pieces on any one truck must be of uniform size and in good condition):	
On Flatbed Trucks . . . . .	<b>\$ 1.61</b>
Other Trucks . . . . .	<b>\$ 1.84</b>
AQ) Boats – Individual. . . . .	<b>\$ 6.83</b>
Burlap, in bales, at least 750 lbs. each:	
On Flatbed Trucks. . . . .	<b>\$ 1.61</b>
Coffee, green, in Bags. . . . .	<b>\$ 1.61</b>
(AQ) Fruits and Vegetables, fresh. . . . .	<b>\$ 2.69</b>
(AQ) Mail, per bag or package. . . . .	<b>\$ 1.14</b>
Metals:	
Ingots, pigs, slabs, billets, bars and cigars (up to six (6) ft.), blisters, anodes, cakes, buttons, cathodes, sheets in coils:	
On Flatbed Trucks. . . . .	<b>\$ 1.14</b>
Other Trucks. . . . .	<b>\$ 1.61</b>
Angles, bars and billets (over six (6) ft.), channels, flat plates, rods, sheets, structural steel, tubing, pipe, rods and wire in coils:	
On Flatbed Trucks. . . . .	<b>\$ 1.38</b>
Said metal items in cases, boxes or crates:	
On Flatbed Trucks. . . . .	<b>\$ 1.61</b>
Fittings, flanges, bundled when handled by a forklift truck only, dumped to open top truck, no other servicing or handling required . . . . .	
	<b>\$ 1.40</b>
(AQ) Palletized, pre-unitized and skidded Cargo: (See NOTES K and M)	
On Flatbed Trucks. . . . .	<b>\$14.42</b>
Other Trucks . . . . .	<b>\$17.99</b>
Volume Palletized, Pre-unitized and skidded Cargo (At least 250 units on one bill of lading, to one consignee, carried by one motor carrier, and on which no sorting is required): (See NOTES K and M)	
On Flatbed Trucks. . . . .	<b>\$13.06</b>
Other Trucks . . . . .	<b>\$16.17</b>
Paper, in rolls over 700 lbs. each: (See NOTE K)	

On Flatbed Trucks. . . . .	\$ .82
Other Trucks . . . . .	\$ 1.60

COMMODITY	UP TO AND INCLUDING 22 FT.	OVER 22 FT.
Pipe, non-metallic:		
Bundles on Flatbed Trucks. . . . .	\$ 1.09	\$ 1.38
Loose, 4 inches or over inside diameter on Flatbed Trucks . . . . . . . .	\$ 1.09	\$ 1.38
Loose, under 4 inches inside diameter on Flatbed Trucks . . . . . . . .	\$ 1.52	\$ 2.07

COMMODITY	RATE OR CHARGE	
Reels, containing wire, cable, etc., minimum weight per reel - 500 lbs., except those requiring special handling:		
On Flatbed Trucks. . . . .	\$ 1.38	
(AQ) Refrigerated Goods (Cargo for transportation at temperatures of 32 or lower):		
Meat and Fish (Loose Carcasses). . . . .	\$ 2.90	
Frozen Foodstuffs (Single Packages). . . . .	\$ 2.32	
Frozen Foodstuffs (Pre-unitized). . . . .		<b>Pre-Unitized Cargo Rate</b>
Rubber, in bales:		
When dumped into open top trucks. . . . .	\$ .81	
Other Trucks . . . . .	\$ 2.32	
Tea, in chests, carton or bags, in truckload lots from one ocean bill of lading. . . . .	\$ 1.61	
(AQ) Trans-shipment cargo. . . . .	\$ 2.32	
Trucks and Autos - Knocked down and skidded in such a way to permit handling by forklift only, shipped by one shipper to one consignee on one vessel in quantities of not less than 100 units and with a maximum weight per unit of 7,500 lbs.: (See NOTE L)		
On Flatbed Trucks. . . . .	\$34.63	
Wood Pulp, bales. . . . .	\$ 1.14	

4. The charges of the carrier for advancing or paying monies as outlined in Tables A and B above will be as provided in Item 300.
5. LTL or AQ shipments consigned to one consignee at one port may, upon arrival or prior to arrival at carrier's terminal serving the port, be divided into separate shipments for delivery to piers, docks, pier terminals, transit sheds or wharves. Such shipments shall be assessed charges based on a combination of rates or charges applicable to and from NEWARK, NJ-NEW YORK DISTRICT. The revised billing shall be sent to and be paid by the party requesting this service. This service will not be given if delivery has been made according to original billing.

NOTE A--When the consignor or consignee or its representative or agent makes arrangements directly with the terminal operator of the piers, docks, pier terminals, transit sheds or wharves for payment of the pier charges of said operators, the charges in this item will not apply. The following notation must be placed on the bill of lading by the consignor:

"Arrangements made with pier operator to bill shipper or consignee directly for pier loading or unloading charges."

NOTE B—

- (a) Charges on shipments moving under Item 390 will be assessed the rate or charge applicable herein to the actual weight of the quantity picked up or delivered subject to the applicable minimum charge.
- (b) Charges on shipments moving under Item 900 will be assessed the rate or charge applicable herein to the actual weight of the quantity picked up or delivered at each pier subject to the applicable minimum charge for each portion of the shipment picked up or delivered at each pier.

NOTE C--The term "NEWARK, NJ-NEW YORK DISTRICT HARBOR AREA" means piers, docks, pier terminals, transit sheds (except Sheds 195 E and F on Export Street and Sheds 191, 193, 194 and 197, Port Newark, NJ), warehouses (except the American Eagle Warehouse in Port Newark, NJ and the Express Forwarding Warehousing Corporation Buildings 263-A and B, Distribution Street, Port Newark, NJ and Buildings 200, 201, 202, 261, 262-263-C, 263-D, 264, 265, 266, 267, 268 and 305, Port Newark, NJ and the Atlantic Distribution Center Warehouse, 202 Port of Jersey Blvd., Jersey City, NJ), or wharves located at New York, NY Harbor as described below, including Elizabeth-Port Authority Marine Terminal, New Jersey and Port Newark, New Jersey:

Container Freight Stations located at--H & M Trucking, 501 Castle Road, Secaucus, NJ, 07094, Precon, 901 Castle Road, Secaucus, NJ, 07094, Spiegel Warehouse, Cape May Street, Harrison, NJ, 07029, Transway Warehouse, Nikon Warehouse, Gateway Terminal, Port of New York Cartage, 123 Pennsylvania Ave., S. Kearney, NJ, 07302.

Hudson River:

New York Side - Battery to 135th St. (Except Pier 16 and United Cargo Corporation at Piers 30 and 76). New Jersey Side - National Storage Docks, Communipaw, NJ, to and including Ft. Lee, NJ.

East River, Harlem River and New York Bay:

New York Side - Battery to Jerome Avenue Bridge (Harlem River), including Harlem River Side of Ward's and Randalls Island.

Brooklyn Side - From Pot Cove, Astoria, L.I., to and including 69th St., South Brooklyn (Bay Bridge), including Newton, Dutch Kills and Whale Creek and points in Wallabout Canal and to Hamilton Avenue Bridge, Gowanus Canal, and the Military Ocean Terminal, Brooklyn, NY.

New York Bay - Points on North and East Shore or Richmond (Staten Island), between Bridge Creek (Arlington) and Clifton (Hyland Boulevard) both inclusive and including Shooter's Island.

Points on the New Jersey Shore or New York Bay and points on the Kill Van Kull between National Storage Docks, Communipaw, NJ and Avenue C, Bayonne, NJ, opposite Port Richmond, including the Naval Annex, U.S. Navy, Army and Air Force Exchange, Bayonne, NJ, but excluding the U.S. Army Port Packing Facility, the General Services Administration Supply Distribution Facility and the Stars and Stripes Fund at Bayonne, NJ.

NOTE D--Rates and charges named herein will not apply when shipment(s) is delivered in trailer(s) without transfer of the lading to ocean carrier. The receipt of the trailer(s) by the ocean carriers shall terminate the motor carrier's delivery service and liability. Rates and charges named herein will not apply when shipment(s) is received in trailer(s) without transfer of the lading from ocean carriers. The receipt of the trailer(s) by the motor carrier shall constitute the beginning of the motor carrier's serving and liability.

NOTE E--The rates and charges provided in Paragraph 1 include use of hand trucks, forklifts or Hi-Lo equipment at the pickup or delivery site.

NOTE F--Two or more LTL import shipments, of Bulbs or Tubers, NOI, embraced in the generic description of Florist or Nursery Stock Group in the NMFC, picked up at piers, at one time, at one site, on one delivery order from one consignor to one or more consignee(s) and aggregating 5,000 lbs. or more, will be considered as one shipment for the purpose of computing charges for pickup service under this tariff, provided such pickup charges shall be prepaid by the party furnishing the carrier with the aforesaid delivery order.

NOTE G--Except on shipments moving on Government Bills of Lading, all charges in this item applying on export shipments must be prepaid.

NOTE H--When freight cannot be loaded or unloaded by the terminal operator by means of his labor or forklift of Hi-Lo equipment but requires "Rigging or Special Equipment", the carrier will advance the charges of the terminal operator necessary to effectuate loading or unloading of the carrier's vehicle. All charges so advanced shall be in addition to those named in Paragraphs 3 and 4 and shall be collected from the shipper or consignee, its agent or representative. "Rigging or Special Equipment" consists of mechanical handling devices, winches, cranes, jacks, blocks and falls, chain falls, or consisting of other special equipment commonly used in hoisting, handling, or placing the freight in position. "Rigging or Special Equipment" does not include hand truck, forklifts, or Hi-Lo equipment.

NOTE I--Not applicable on shipments picked up at or delivered to piers or wharves located at the Military Ocean Terminal at Bayonne, NJ.

NOTE J--Except as provided in Table B, applicable on all freight.

NOTE K--Rates stated in cents per pallet or skid.

NOTE L--Rate stated in cents per unit.

NOTE M--The terms "Pre-unitized Palletized and Skidded Cargo" will be construed as follows:

PRE-UNITIZED AND PALLETIZED - Refers to packages mounted on a prepared platform (and, in the case of pre-unitized cargo, strapped together) in such a way as to form a single unit, which may be handled at the terminal facility by a three ton fork lift. To be acceptable, the platforms must be made of wood, plastic, paper or metal, and shall rest on, and be fastened to, runners of steel or wood, with openings, wide enough to permit free access to forklift blades and so spaced as to provide a balanced load when lifted. In addition, the dimensions of the total unit (i.e. platform with packages) shall not exceed 48 inches in width, 120 inches in length and 84 inches in height.

SKIDDED CARGO - Refers to boxes, cases and/or cartons to which runners of steel or wood have been positioned in such a way as to permit free access to blades of a three ton forklift and to provide a balanced load when lifted. To be acceptable, such units shall not exceed 48 inches in width, 120 inches in length and 84 inches in height.

NOTE N--Rates provided in Table B for palletized, pre-unitized or skidded cargo will take precedence over rates for the same article in other shipping forms.

[BACK TO CONTENTS](#)

**ITEM 554**

**CHARGES ON WATERBORNE TRAFFIC AT PORT OF PHILADELPHIA**

**(See NOTE G)**

**(Exceptions to NMFC Item 568)**

1. Except as otherwise provided, rates and charges in tariffs governed by this tariff applying from or to Port of Philadelphia on waterborne traffic do not include loading or unloading of the motor carrier vehicle or other services normally incidental to the handling of waterborne traffic. Loading and unloading services at the Port of Philadelphia are performed by longshoremen, stevedores or public loaders at rates and charges lawfully on file with the Federal Maritime Commission. Except as otherwise provided below, the arrangement for the performances of these loading and unloading services, and the payment therefore, is the responsibility of the consignor or consignee, its agent, or representative. The carrier shall not be responsible for any delays resulting from the failure of any party to make the proper arrangements for the performance of these services.
2. Except as otherwise provided when the consignor or consignee, its agent or representative has failed to make arrangements with the terminal operator for the performance of loading or unloading services and the payment therefor, the carrier will endeavor to complete the arrangements necessary to effectuate loading or unloading of the carrier's vehicle and will advance the following charges in payment for such services, which shall be in addition to all lawful rates and charges:

SERVICE (See NOTE A)	CHARGE PER 100 LBS.
(a) Loading or unloading, except as specified in (b) and (c) below:	
1. On all freight measuring up to and including 300 cubic feet per net ton of 2,000 lbs.:	
(a) Partial or Tailgate Loading or Unloading (See NOTE E) . . . . .	<b>\$ 1.84</b>
(b) Full Loading or Unloading (See NOTE F). . . . .	<b>\$ 4.13</b>
2. On all freight measuring in excess of 300 cubic feet per net ton of 2,000 lbs.:	
(a) Partial or Tailgate Loading or Unloading (See NOTE E) . . . . .	<b>\$ 5.10</b>
(b) Full Loading or Unloading (See NOTE F). . . . .	<b>\$ 8.89</b>
(b) Loading or unloading of pre-palletized or skidded cargo (See NOTES B and C) . . . . .	<b>\$ 1.40</b>
(c) Heavy Lift charges – open flatbed trucks only: (See NOTE D)	
10,001 lbs. and over . . . . .	<b>\$ 2.69</b>

3. The charges of the carrier for advancing or paying monies above described will be as provided in Item 300.
4. LTL or AQ shipments consigned to one consignee at one port may, upon arrival or prior to arrival at carrier's terminal serving the port, be divided into separate shipments for delivery to piers, docks, pier terminals, transit sheds or wharves. Such shipments shall be assessed charges based on a combination of rates or charges applicable to and from the port city involved. The revised billing shall be sent to and be paid by the party requesting this service. This service will not be given if delivery has been made according to original billing.
5. Rates and charges named herein will not apply when shipment(s) is delivered in trailer(s) without transfer of the lading to ocean carrier. The receipt of the trailer(s) by the ocean carriers shall terminate the motor carrier's delivery service and liability. Rates and charges named herein will not apply when shipment(s) is received in trailer(s) without transfer of the lading from ocean carriers. The receipt of the trailer(s) by the motor carrier shall constitute the beginning of the motor carriers service and liability.
6. Except on shipments moving on Government Bills of Lading, all charges in this item applying on export shipments must be prepaid.

7. When the consignor or consignee or its representative or agent makes arrangements directly with the terminal operator of the piers, docks, pier terminals, transit sheds or wharves for payment of the pier charges of said operators, the charges in this item will not apply. The following notation must be placed on the Bill of Lading by the consignor:

"Arrangements made with Pier Operator to bill shipper or consignee directly for pier loading or unloading charges."

8. On import shipments of Glass Products, which require blocking and bracing prior to movement from piers, motor carriers may arrange for such blocking and bracing and may advance charges for same for the shipper or consignee. All charges so advanced will be collected from shipper or consignee with other lawful charges.

NOTE A--Subject to a minimum charge per shipment of **\$63.62**.

NOTE B--Loading and unloading of Pre-palletized cargo: Pre-palletized cargo is a consolidation of units of general cargo secured to pallet to the satisfaction of the terminal operator. A pallet is a two level platform constructed of wood, metal or other material of sufficient strength to accommodate the cargo for which it is used, with at least 4 inch bearers between the two levels, and open on at least two sides. The cargo must be loaded in such a manner as to cover the loading surface of the pallet, leveled at the top and squared on all four sides so that the unit forms a smooth block. The pallet must be an integral part of the cargo and must remain with the cargo when it is moved either as an export or an import shipment. Any palletization performed on the pier does not qualify for the pre-palletized rate. In order to qualify for the pre-palletized rate, the minimum weight or measurement of the pallet and cargo shall be either 1,000 lbs. or 64 cubic feet, and the maximum weight shall be 10,000 lbs. Bales or bundles, skidded machinery, iron, steel and other unfinished metals and glassware are not included in this definition. Cargo in excess of 10,000 lbs. shall be billed at the heavy lift charges.

NOTE C--Skidded or unitized cargo as used herein means that cargo which is secured by straps or wire to bearers constructed of wood, metal or other material which are at least 4 inches in height.

NOTE D--The handling of heavy lifts in excess of 10,000 lbs. for any single package shall be subject to completion of the necessary arrangements with terminal operator and shall be limited to the capacity of the terminal operator's equipment at the location. The tariff rates set forth herein for other than heavy lifts are applicable to single packages weighing 10,000 lbs. or less.

NOTE E--Partial Loading or Unloading (Tailgate):

Partial loading or unloading commonly called "tailgate" loading or unloading shall be defined as that loading or unloading which enables the pier operator, through the use of a forklift truck and operator only to place or remove, cargo onto or from the tailgate of a truck. Tailgate loading shall also be defined as such when, through the use of the pier operator's platform or by removal of stakes or standards of flatbed equipment, the forklift operator is able to place the cargo either at a point of rest on the truck or in a position for further handling by personnel of the motor carrier.

All other loading and/or unloading that requires more equipment and/or personnel than one forklift truck and operator per package or pallet shall be considered full loading or unloading.

The choice of partial or full loading and/or unloading shall be left to the discretion of the motor carrier, shipper or consignee, provided the service requested comes within the provisions of this definition. (These provisions shall not be construed as compelling the terminal operator to provide pallets.)

NOTE F—

(a) Truck Loading: Truck Loading shall mean the service of moving cargo from a place of rest on the pier which is readily accessible to the truck, elevating the cargo onto the truck and stowing of the cargo in the truck, but shall not include special stowage, sorting or grading of, or otherwise selecting the cargo for the convenience of the trucker or the consignee. The service shall include loading on consignee's pallets.

The loading and stowing of cargo in the truck shall be under the supervision of the driver of the truck.

(b) Truck Unloading: Truck Unloading shall mean the service of removing cargo from the body of the truck to a place of rest designated by the terminal operator, and shall include sorting by port.

The unloading of cargo from a truck shall be under the supervision of the driver of the truck.

NOTE G--Not applicable on shipments picked up at or delivered to piers or wharves located at the Philadelphia Outport at Pier 84, Philadelphia, PA.

[BACK TO CONTENTS](#)

## ITEM 556

### DELIVERIES TO TRADE SHOWS/EXHIBITIONS

Deliveries or Pickups for Convention Centers (aka Trade Shows or Exhibitions)

1. Apply Class 150 (or actual class if higher. Any published FAK exception ratings for the payor of the freight charges will not apply unless so noted in their applicable tariff.
2. Published discount shall apply with a minimum charge of not less than **\$315.09** shall be applicable for all shipments delivered or picked up from a Convention Center (aka Trade Show or Exhibition) facility.
3. All additional carrier accessorial charges for detention, related delays, or extra labor when performing a delivery or pickup shall apply.
4. Deliveries or Pickups to warehouses or storage facilities not located at the Convention Center property that allow carriers to perform normal delivery or pickup functions without the usual restrictions Convention Centers ( and its operators impose on the carrier) will not be subject to the provisions of this item.
5. Notwithstanding Item #4 above, deliveries or pickups at the following locations shall be considered Convention facilities:
  - 2200 Consulate Drive, Orlando, FL 32837
  - 10088 General Drive, Orlando, FL 32824
  - 7945 Mandarin Drive, Orlando, FL 32819

[BACK TO CONTENTS](#)

**ITEM 558**

**EXCEPTIONS TO NMFC**

1. Shipments of CLOTHING, on hangers, in boxes, as described in NMFC Item 49880 Sub 1, will be rated at Class 150.
2. Exceptions to NMFC Class ratings herein, or in tariffs governed by this tariff will still be subject to other provisions and requirements of the NMFC.

[BACK TO CONTENTS](#)



**ITEM 560**

**EXTRA LABOR-LOADING OR UNLOADING, including Lumper (aka Swamper Fee)**

1. When requested by the consignor or consignee, extra labor will be furnished by the carrier for loading or unloading. At each location where extra labor is used, the charge per man will be as follows:

**\$85.41** per person for each hour or fraction thereof, subject to a minimum charge of **\$343.31**.

2. Time shall be computed from the time the extra labor departs from a carriers service center through its return to the service center, excluding any time servicing other customers.

3. Carrier's records must reflect the following information for each vehicle containing shipments on which extra labor is used:

(a) Name and address of consignor or consignee at whose place of business freight is loaded or unloaded.

(b) Identification of vehicle tendered for loading or unloading.

(c) Number of extra men used and applicable time used per Paragraph 2 above.

4. All charges herein will be assessed against the payor of the freight charges.

5. If charges for pickup or delivery on shipments picked-up or delivered on Saturdays, Sundays or Holidays are applicable, such charges will be assessed in lieu of the charges in this item. ( See Item 754)

Note A: In the event a delivery requires the carrier use and pay a Lumper ( aka Swamper ) Service the Fee charged by the Lumper Service shall be prorated against all delivered shipments on the trailer based on individual shipment subject to a minimum of **\$37.13**per shipment.

[BACK TO CONTENTS](#)

**ITEM 562**

**EXTREME LENGTH (aka OVER DIMENSION)**

When a shipment contains any shipping unit or piece with a dimension exceeding 14 feet in length the additional charge will be **\$79.57**.

This item will not apply on shipments subject to EXCLUSIVE USE, CAPACITY LOAD or CUBIC CAPACITY AND DENSITY rules, or to TL or volume rates and charges.

[BACK TO CONTENTS](#)

**ITEM 565**

**FRACTIONS, DISPOSITION OF**

Except as otherwise provided in tariffs governed by this tariff, the following will govern the disposition of fractions:

- (1) Fractions of less than  $1/2$  or .5, omit.
- (2) Fractions of  $1/2$  or .5 or greater, increase to next whole number.

[BACK TO CONTENTS](#)

## ITEM 566

### INSIDE PICKUP OR DELIVERY

Applicable when the carrier is requested to perform a delivery (or pickup) at an area not located at the established receiving or shipping area, and not reasonably adjacent to the truck. The carrier shall assess a charge of **\$11.99/CWT** subject to a minimum charge of **\$119.04** per shipment and a maximum charge of **\$1190.18** per shipment. All charges will be assessed to the payor of the freight charges. This Item is further defined and clarified by the Notes listed below:

1. Standard delivery is defined as delivery to a receiving area for the consignee reasonably and practically adjacent to the truck. Delivery shall ensure the goods are placed to an area out of the elements preventing damage from weather or theft. Any request to deliver the shipment to another storage area beyond the standard or established receiving area (or beyond the area immediate to inside the front door when a store front type delivery) shall result in the application of this Inside Delivery charge.
2. Deliveries to Retail Malls shall constitute an Inside Delivery if the carrier is required to park at a common receiving dock and wheel the shipment by hand through the hallways of the Mall to the respective store. If a given store has a dedicated receiving dock, or the carrier can reasonably and practically park in front of the store ( ie store front delivery), then the provisions of Note #1 above will guide.
3. If the delivery is to another floor ( other than the ground floor level) the provisions of this Inside Delivery Item 566 will apply providing , provided that the carrier has access to an elevator that can accommodate the carriers standard freight handling tools ( hand truck etc) and there is no charge to the carrier for use of the elevator. In the event that the delivery to another floor is not supported by an elevator or does not accommodate the carriers standard freight handling tools, the carrier may apply Extra Labor charges as found in Item 560 in lieu of the of the Inside Delivery charges found in this Item 566. Deliveries of this nature will be specifically reviewed and approved by the payor of the freight charges before the service is performed.
4. The carrier will have no liabilities or responsibilities for damages or injury to persons or property resulting from Inside Delivery services performed by the carrier. The Consignor or Consignee requesting the carrier perform the Inside Delivery service shall indemnify, protect, save and hold harmless the carrier from any claims, liabilities , losses , damages, cost and expenses , of any kind imposed upon, incurred by or asserted against the carrier, arising from, connected with or resulting from the Inside Delivery services performed.

[BACK TO CONTENTS](#)

**ITEM 570****IMPRACTICABLE OPERATIONS**

Pick-up or delivery service will not be performed by the carrier at any site from or to which it is impracticable to operate vehicles because of:

1. The condition of roads, streets, driveways, alleys or approaches thereto;
2. Inadequate loading or unloading facilities;
3. Riots, acts of God, the public enemy, the authority of law, strike by consignor's or consignee's employees, the existence of violence, or such possible disturbances as tending to create reasonable apprehension of danger to person or property.
4. Ferries.

[BACK TO CONTENTS](#)

**ITEM 576****LITIGATION OF DELIQUENT BILLS**

Failure to make payment of freight charges for services performed as a common carrier which subsequently results in legal action taken against the debtor, will be subject to the following:

1. Forfeiture of all discounts, allowances, commodity rates, brokerage agreements, incentives or any other rate reductions enjoyed by such debtor, if any, on all unpaid freight bills.
2. In addition to above, debtor will be responsible for attorney fees and/or court costs associated with or as a result of suit.

**PAYMENT OF CHARGES**

1. Allowances, discounts, exception classes and commodity rates shall apply only when tariff charges are paid within a maximum period of forty-two (42) calendar days from invoice date.
2. The provisions of this rule do not change in any way the carrier's obligation to collect nor the freight charge payor's obligation to pay tariff charges within the standard credit period maintained by the carrier in compliance with 49 CFR 1320. This rule simply establishes a condition precedent for the application of the special tariff provisions described in Paragraph 1.

[BACK TO CONTENTS](#)

## ITEM 578

### LOADING BY CONSIGNOR-UNLOADING BY CONSIGNEE

1. In lieu of pickup or delivery service as provided in Item 750 and when convenient for customer and carrier, customer may load/unload carrier's trailers, under the following conditions:
  - A. **SHIPPER LOAD** – When prearranged with carrier's local operations, carrier will spot or drop trailer at the shipper's loading facility so the shipper may load the trailers at its convenience. Any discrepancy on those shipments tendered under the Shipper Load and Count arrangement will be handled in the following manner:
    1. At pick-up, carrier will include "SL&C" on the bill of lading, indicating that the shipper counted and loaded the shipment without carrier's driver present. The shipper will properly block and brace the freight. Carrier's failure to note "SL&C" on the bill of lading will not affect the liabilities of the parties, if the shipper has in fact performed the counting and loading without a representative from carrier present.
    2. Carrier will provide seals for security purposes to the shipper when requested. Failure to seal a load will not affect the terms and conditions outlined in Item 578.
    3. Carrier will notify the shipper's representative by auto-fax of any exceptions within 24 hours of first unloading. This will not include weekends or holidays. Carrier cannot be liable for uncountable palletized orders, picked up and delivered with wrap intact.
    4. Shortage claims filed will be thoroughly investigated. Carrier will work with the shipper to use overage, as mutually agreeable, to offset their liability on valid claims.
    5. Shortages will be reported as above. The shipper will advise carrier disposition of any merchandise that could or should be applied to a valid shortage. In the event of a shipper caused shortage, the shipper will allow carrier to adjust the Bill of Lading accordingly to reflect actual piece count and weight.
    6. Carrier will accept liability for any loss or damage to product that has not been properly reported unless the loss or damage is one of the concealed nature. In this respect, any claim following will be settled based on the findings of the investigation.
    7. Carrier can be responsible for handling units only as applicable and to the extent that a piece count can be verified. Individual item numbers and P.O. shortages at delivery shall not be deemed as shortages against Carrier when the handling unit count matches the amount properly reported as received on the SL&C trailer.
    8. Carrier will not decline liability of claims just because the bill of lading is noted "SL&C". The burden is carrier's to either provide a clear proof of delivery, a properly reported exception or payment of the claim. The shipper agrees not to file claims when discrepancies have been properly reported.
  - B. **CONSIGNEE UNLOAD** – Carrier will drop or spot trailers at the consignee's facility so the receiver may unload the trailers. Any discrepancy on those shipments tendered, as CONSIGNEE UNLOAD will be handled in the following manner unless a separate agreement is already established and signed in place:
    1. Carrier agrees to spot or drop trailers at Consignee's place of business for the purpose of Consignee to complete the unloading process within normal free time or otherwise agreed to in writing.
    2. Consignee will not utilize carrier's equipment for any use other than the express purpose of unloading.
    3. When the Consignee fails to report to carrier's local service center that equipment is empty and available to carrier for removal, it will be subject to detention rules and charges.
    4. Consignee will accept liability for any and all damages occurring to carrier's equipment, or for the loss of carrier's equipment, while in its physical possession, other than normal wear and tear or an Act of God. Consignee will promptly reimburse carrier for the cost of repairing or replacing such equipment.
    5. Carrier will note CONSIGNEE UNLOAD on the delivery receipt, indicating that the consignee unloaded and counted the shipments without carrier's driver present. Carrier's failure to note CONSIGNEE UNLOAD on the delivery receipts will not affect the liabilities of the parties, if the consignee has in fact performed the counting and unloading without a representative from carrier present.

6. Carrier will provide sealed trailers with the carrier's seal number documented for security purposes. Failure to seal a load will not affect the terms and conditions outlined in this item.
7. Delivery receipts will be signed by the consignee at the time the trailer is dropped for unloading, or if not operationally feasible, will be available to carrier no more than 24 hours after delivery.
  - a. The consignee agrees to notify carrier by fax on a mutually approved form of any exceptions within 24 hours of the trailer being dropped. This will not include weekends or holidays. Carrier shall not be liable for exceptions reported after 24 hours of trailer being dropped.
  - b. Notice of any exception is to be faxed on the mutually approved form to the attention of the local service center's OS&D associate.
8. Carrier shall not be liable for uncountable palletized orders, picked up and delivered with shrink wrap intact or for Shipper Load and Count orders that have been properly reported to the shipper at first unloading.
9. Carrier shall only be responsible for handling units as signed for and tendered by shipper. Individual item numbers and purchase order shortages shall not be deemed shortages against Carrier when the handling unit count matches the amount signed for at time of Pickup, or as applicable, properly reported as received on a Shipper Load and Count trailer.
10. Shipments tendered to the Consignee to be unloaded at their convenience are to be secured by the Consignee in a manner to prevent theft. Carrier will not be held responsible for stolen product while in the possession of the Consignee.
11. Carrier agrees not to decline liability of claims just because the delivery receipt is noted CONSIGNEE UNLOAD. The burden is carrier's to provide a clear proof of delivery when the documents are returned to the carrier. It is the consignee's responsibility to provide a properly reported discrepancy with dated fax confirmation for payment of the claim. The consignee agrees not to file claims when discrepancies have not been properly reported.
12. The Consignee will accept liability for any loss or damage to product that has not been properly reported unless the loss or damage is one of the concealed nature reported within 15 days of the trailer being spotted for unloading. In this respect, any claim following will be settled based on the findings of the investigation.

[BACK TO CONTENTS](#)



ITEM 580

**MARKING OR TAGGING FREIGHT  
(Exception to NMFC Item 580)**

1. Except as otherwise provided for in this item, when shipments are released to a carrier with instructions to prepare a Bill of Lading, or where Bill of Lading is prepared by the owner of the goods and supplied to the carrier, the carrier will tag the freight to conform with NMFC Item 580, subject to charges shown in Paragraph 6.

IMPORT FREIGHT MOVING INBOND (See NOTE A)

2. Import shipments of LTL or AQ freight, when forwarded Inbond, which upon delivery to the carrier at the Port of Entry, bear blind or abbreviated markings, shall be marked with red label or tag of the U.S. Government to show the following information, which will be considered in full compliance with NMFC Item 580.

Transportation Entry No. \_\_\_\_\_

(Station)

From \_\_\_\_\_

(Destination)

To: \_\_\_\_\_

NOTICE - This package is under bond, and must be delivered intact to the Chief Officer of the United States Customs at \_\_\_\_\_

3. Shipments marked in accordance with Paragraph 2 will be subject to a charge of **\$4.88** per label or tag, minimum charge per shipment **\$49.12** when prepared and/or applied by the carrier.

4. Any additional marking required by the shipper, if performed by the carrier, will be charged for the same rate as provided in Paragraph 6.

FREIGHT NOT MOVING INBOND

5. On Import, Coastwise or Intercoastal traffic and on shipments received at steamship piers, which upon delivery to carrier or its agent at the Ports of Entry, bear blind or abbreviated markings, will, if necessary for proper identification, after completion of Customs formalities, be marked in conformity with NMFC Item 580. When marking is done by an employee of the carrier or other party acting as agent for the carrier, the charge for such marking will be provided in Paragraph 6, which charge unless paid to the carrier or its agent, as above, at the Port of Entry, will follow as an advance charge against the shipment.

CHARGES

(Applies only to the extent authorized in Paragraphs 1, 4 or 5 above)

6. a) Where the owner of the goods supplies the carrier with prepared labels or tags to be affixed to individual packages or pieces of freight, a **\$4.83** per label or tag, minimum charge per shipment of **\$49.10** will be assessed for affixing to packages or pieces.

b) Where the carrier is not supplied with prepared labels or tags to be affixed to individual packages or pieces of freight, carriers will mark, label or tag the freight, and assess a charge of **\$4.88** per package or piece so marked, labeled or tagged, minimum charge per shipment of **\$49.14**.

NOTE A: The marking or labeling charge will not be applicable when the vehicles are loaded to visible capacity and sealed with a red in-bound customs seal.

[BACK TO CONTENTS](#)

**ITEM 595**

**MAXIMUM CHARGE-ALTERNATION OF LTL OR AQ RATES**

When the charges computed on the higher rate at actual weight exceeds the charge computed on the lower rate at a greater minimum weight, the latter charge will apply.

[BACK TO CONTENTS](#)

**ITEM 596****MAXIMUM WEIGHTS-TL OR VOL**

Except as specifically provided in individual items, TL or VOL provisions subject to a maximum weight restriction will apply only to the extent total weight of the shipment does not exceed maximum weight. That portion of shipment in excess of a stated maximum weight shall be rated as a separate shipment.

[BACK TO CONTENTS](#)

**ITEM 598**

**MAXIMUM LIABILITY--CIGARETTES AND/OR TOBACCO PRODUCTS**

When on shipments of Cigarettes and/or Tobacco Products, the Maximum Liability will be **\$2.00** per pound on loss or damage, which will be computed only on the actual weight of the portion that is lost or damaged.

[BACK TO CONTENTS](#)

**ITEM 610**

**MINIMUM CHARGE--HOUSEHOLD GOODS OR PERSONAL EFFECTS**

1. The minimum charge for a shipment will apply as follows:
  - A. The applicable rate for each article multiplied by the actual weight of the articles but not less than the minimum charge shown in Class Rates and Charges, from origin to destination. Charges will not be reduced below the applicable minimum charge after discount or absolute minimum charge, whichever produces the higher charge.
  - B. The minimum charge for an LTL shipment of Household Goods or Personal Effects as described in NMFC items 100200 and 100262 will be 500 pounds at the applicable rate.
  - C. For the minimum charge for CAPACITY LOAD see [Item 390](#) herein.
  - D. For the minimum charge for CONTROL AND EXCLUSIVE USE see [Item 470](#) herein.

[BACK TO CONTENTS](#)

## ITEM 610-1

### MINIMUM CHARGE--CUBIC CAPACITY AND DENSITY

1. When all or part of a shipment tendered to the carrier is classified as being a CUBIC CAPACITY AND DENSITY shipment, the minimum charge for the quantity of freight loaded per trailer/doubles will be as follows:
  - (a) Carrier will multiply the total cubic feet of the shipment by 6 pounds to determine a 'calculated' weight, then multiply the calculated weight by Class 150 rates from the DAYR Can-Am 505 class rate tariff applicable at time of shipment to determine the gross charges and apply the customer's otherwise applicable discount percentage to determine the final charge. If a customer does not have a discount on file, a **25%** discount will be used to determine the final charge on shipments to R&L Carriers, Inc. Customer or account specific FAK class exceptions less than class 150, will not apply. No other discount, reduction or allowance will apply.
  - (b) Overflow freight will be charged as a separate shipment and so rated.
2. The term CLASSIFIED AS A CUBIC CAPACITY AND DENSITY SHIPMENT refers to any shipment which is greater than 750 cubic feet and has an average density of less than four pounds per cubic foot.
3. Average density is based on the total cubic feet of each packaged/handling unit of the shipment. If due to the nature of the packaged/handling units or per instructions from the shipper/consignee, carrier is unable to load freight on top of the packaged/handling units or cannot double stack like kinds of packaged/handling units, a minimum height measurement of 84 inches will be used when determining the cubic footage of the packaged/handling units. Unitized shipments exceeding 14 line feet, or shipments of non-unitized freight that are loaded in such a manner that determining the total cube of each packaged/handling unit is impractical, or shipments tendered in such a manner that they cannot be transferred, will have the cube calculated on the linear dimensions of the entire shipment.
4. When, during one calendar day, two or more shipments are received from one consignor, at one origin address, destined to one or more consignees at the same destination delivery address, that combined will be greater than 750 cubic feet and has an average density of less than four pounds per cubic foot, the shipment will be combined as one shipment on one bill of lading, and will be subject to this item.
5. This Item will not apply on shipments subject to EXCLUSIVE USE or CAPACITY LOAD rules, or to TL or Volume rates and charges.
6. The Cubic Capacity & Density rule will not apply when the actual class of freight less the applicable discount is greater than the result of this rule.

[BACK TO CONTENTS](#)

**ITEM 640**

**MIXED PACKAGES--LTL OR AQ  
(Exception to Section 3 of NMFC Item 640)**

The charge for a package or packages containing freight of more than one class shall be at the rate provided for each individual article in the package.

1. Bill of lading and shipping order must specify each of the separately classified or rated articles by class rating group and the total weight of each such separately classified or rated articles.
2. When the billed weight is higher than the actual weight, the resulting deficit weight will be charged for at the rate applicable to the lowest classed article contained in the mixed packages comprising the shipment.

[BACK TO CONTENTS](#)



**ITEM 641****MIXED SHIPMENTS-LTL OR AQ**

On a mixed LTL shipment or AQ shipment consisting of 2 or more commodities subject to different rates, the charge for each commodity shall be the respective LTL or AQ rates applicable to the aggregate weight of the shipment on the actual weight of each commodity. Any deficit in weight will be charged at the rate applicable to the lowest rated of such commodities.

[BACK TO CONTENTS](#)

**ITEM 645**

**MIXED SHIPMENTS--VOLUME OR TRUCKLOAD**

**(See NOTE A)**

**(Exception to NMFC Item 645)**

SECTION 1: Unless otherwise provided, a number of articles, for which the same or different Vol or TL rates, classes, ratings or minimum weights are provided, constituting a mixed Vol or mixed TL shipment, will be charged at the actual or authorized estimated weight and at the straight Vol or TL class rate (NMFC or Exceptions), commodity rate or column commodity rate (not "Specific Mixture", "All Freight", "Freight, All Kinds" or "All Commodity" rates or ratings) applicable to each article except as provided in NMFC Item 310 and Item 640 herein, and at the highest straight Vol or TL minimum weight that would be applicable to any articles in the shipment if that quantity of each article in the mixed shipment is tendered as a straight Vol or straight TL shipment. Any deficit in the minimum weight will be charged for at the lowest Vol or TL rate applicable to any article in the mixed Vol or TL shipment.

SECTION 2: Subject to the provisions of Sec. 1, when the aggregate charge on the entire shipment is made lower by considering the articles as if they were divided into two or more separate Vol or TL shipments, the shipment will be charged for accordingly.

SECTION 3: Subject to the provisions of Sec. 1, when the aggregate charge on the entire shipment is less on the basis of the Vol or TL rate and Vol or TL minimum weight (or actual or authorized estimated weight if in excess of the Vol or TL minimum weight) for one or more of the articles, and on the basis of the LTL rate (See NOTE C) or rates on the actual or authorized estimated weight for the other article or articles, the shipment will be charged for accordingly. On articles included in Vol or TL shipments on which LTL rates are applied, Vol or TL package requirements will apply, and if so packed or prepared for shipment, will not be subject to increased charges provided in Section 3(a) of NMFC Item 687 (See NOTE D).

SECTION 4: Shipments subject to Vol or TL rates or ratings, applying on "Specific Mixtures", "All Freight", "Freight All Kinds", "All Commodity" or similarly designated rates or ratings will be charged for on the basis of the Vol or TL rate and its accompanying minimum weight or actual weight when greater. If an article or articles not provided for in the mixture is included in a shipment, such article or articles will be charged for as a separate LTL or Vol or TL shipment, whichever produces the lowest charge (See NOTE C). The weight of such articles not included in the mixture may not be used to make up the truckload minimum weight. On articles included in Vol or TL shipments on which LTL rates are applied, Vol or TL package requirements will apply, and if so packed or prepared for shipment, will not be subject to increase charges provided in Sec. 3(a) of NMFC Item 687.

SECTION 5: If a lower charge results under the application of Sections 1, 2 or 3, than under the provisions for a specific Vol or TL mixture, such lower charge will apply.

SECTION 6: Where different Vol or TL rates and minimum weight are provided on the same article included in a mixed Vol or mixed TL shipment, the lowest charges that can be computed by the use of any such rate and its accompanying minimum weight for that article shall be used in the determination of the charges for the entire shipment.

SECTION 7: On mixed Vol or TL shipments of commodities subject to "Excess" rates or ratings (See NOTE B) each commodity shall be considered separately and "Excess" rates or ratings (See NOTE B), will apply only when the basis minimum weight is met on each commodity. (Two or more commodities subject to the same rates or ratings and minimum weights are to be treated as one commodity in applying the excess class rate or rating).

NOTE A--The provisions of this rule will also apply on shipments accorded stop-off in transit privileges in accordance with the provisions of the tariff making reference hereto, or provisions authorized herein.

NOTE B--Excess rates or ratings are those rates or ratings specifically published to apply on the amount of the shipment loaded in the same vehicle which exceeds the stated VMW.

NOTE C--The LTL rate to apply will be rate applicable on the weight of the article or articles being charged for on the basis of the LTL rate or rates considering such portion as a separate shipment for rating purposes subject to a minimum charge if applicable.

NOTE D--The weight of the portion of the shipment assessed LTL rates shall not be used in computing the applicable Vol or TL minimum weight.

**BACK TO CONTENTS**

**ITEM 646****NON-SERVICE LOCATIONS**

List of Non-Service locations between Day &amp; Ross and R &amp; L:

<b>ZIP</b>	<b>CITY</b>		<b>ZIP</b>	<b>CITY</b>
26210	ADRIAN, WV		26276	KERENS, WV
25810	ALLEN JUNCTION, WV		26675	KESLERS CROSS LANES, WV
26705	AURORA, WV		26731	LAHMANSVILLE, WV
24813	BARTLEY, WV		26676	LEIVASY, WV
24920	BARTOW, WV		26629	LITTLE BIRCH, WV
26707	BAYARD, WV		26229	LORENTZ, WV
26656	BELVA, WV		26278	MABIE, WV
26298	BERGOO, WV		26833	MAYSVILLE, WV
24815	BERWIND, WV		26838	MILAM, WV
25816	BLUE JAY, WV		26280	MILL CREEK, WV
26254	BOWDEN, WV		26282	MONTERVILLE, WV
24924	BUCKEYE, WV		26678	MOUNT LOOKOUT, WV
26660	CALVIN, WV		26679	MOUNT NEBO, WV
26662	CANVAS, WV		26739	MOUNT STORM, WV
24927	CASS, WV		26631	NAPIER, WV
26611	CEDARVILLE, WV		26681	NETTIE, WV
26804	CIRCLEVILLE, WV		26886	ONEGO, WV
26257	COALTON, WV		26847	PETERSBURG, WV
25826	CORINNE, WV		26230	PICKENS, WV
24931	CRAWLEY, WV		26684	POOL, WV
26260	DAVIS, WV		26289	RED CREEK, WV
26217	DIANA, WV		26755	RIO, WV
26617	DILLE, WV		26814	RIVERTON, WV
26667	DRENNEN, WV		26215	ROCK CAVE, WV
26263	DRYFORK, WV		26234	ROCK CAVE, WV
24934	DUNMORE, WV		26680	RUSSELVILLE, WV
26264	DURBIN, WV		25833	SCARBRO, WV
25837	EDMOND, WV		26236	SELBYVILLE, WV
26716	EGLON, WV		26884	SENECA ROCKS, WV
26717	ELK GARDEN, WV		26761	SHANKS, WV
26203	ERBACON, WV		26638	SHOCK, WV
26619	EXCHANGE, WV		26291	SLATYFORK, WV
26202	FENWICK, WV		26209	SNOWSHOE, WV
26818	FISHER, WV		26690	SWISS, WV

24935	FOREST HILL, WV		26237	TALLMANSVILLE, WV
26218	FRENCH CREEK, WV		26764	TERRA ALTA, WV
26219	FRENCHTON, WV		26292	THOMAS, WV
26268	GLADY, WV		26691	TIOGA, WV
26720	GORMANIA, WV		26266	UPPERGLADE, WV
24943	GRASSY MEADOWS, WV		26294	VALLEY HEAD, WV
26222	HACKER VALLEY, WV		26288	WEBSTER SPRINGS, WV
26269	HAMBLETON, WV		24961	WHITE SULPHUR SPRING, WV
26270	HARMAN, WV		26296	WHITMER, WV
25853	HELEN, WV		26767	WILEY FORD, WV
26224	HELVETIA, WV		49782	SAINT JAMES, MI
26271	HENDRICKS, WV		78851	COMSTOCK, TX
25857	JOSEPHINE, WV		78851	DRYDEN, TX
26228	KANAWHA HEAD, WV			

[BACK TO CONTENTS](#)

## ITEM 647

### APPOINTMENT OR CALL NOTIFICATION

When the carrier is requested via the bill of lading or other means to establish a time and/or date specific Appointment, or Call and Notify the consignee as a condition before attempting delivery, a charge of **\$37.13** per shipment shall be assessed to the payor of the freight charge.

1. Day&Ross shall apply a charge for either the Appointment or Call Notification requirement, but at no time shall the charges be combined and considered as two chargeable events relative to one shipment.
2. Storage ( or any other accessorial ) charges shall be assessed when applicable. Storage and related free time per Item 910 shall apply once Day&Ross has attempted contact for the purposes of establishing an Appointment or required Call Notification. Day&Ross shall duly record all efforts to contact the consignee.
3. When the delivery ( or pickup ) is for a Private Residence or Limited Access location per Item 753 , charges in this Item 647 shall not apply. The fee structure of Item 753 includes the cost of initial Appointment or Call Notification service.
4. The Carrier shall attempt to accommodate time specific appointments to the extent the delivery can be cost effectively performed consistent with its available driver and equipment resources. Additional cost related charges may apply if the consignee cannot flexibly work with the Carrier to establish mutually agreeable delivery time frames.

[BACK TO CONTENTS](#)

**ITEM 671**

**OVERHEIGHT SHIPMENTS**

On shipments which contain articles of one piece or unit of dimensions indicated herein, rates and charges shall be as follows:

Where height of shipments as loaded in or on the vehicle is:

13 feet 6 inches, but less than 14 feet measured from ground level. . . . .	125 percent of applicable rate or charge.
14 feet, but less than 15 feet measured from ground level. . . . .	150 percent of applicable rate or charge.
15 feet or more measured from ground level . . . . .	200 percent of applicable rate or charge.

[BACK TO CONTENTS](#)

**ITEM 680****PACKING OR PACKAGING--REQUIREMENTS**

1. Where packing requirements are not provided in tariffs governed hereby, the packing requirements of NMFC will apply.
2. Where packing requirements are provided in tariffs governed hereby, rates or ratings provided in connection therewith will apply only when the article or articles are packed in accordance with such packing requirements, except that rates or ratings subject to such packing requirements will apply also when the article or articles, so packed as required, are placed on pallets.

[BACK TO CONTENTS](#)

**ITEM 687**

**PACKING OR PACKAGING--NON-COMPLIANCE WITH  
(Exception to Section 3(a) of NMFC Item 687)**

The transportation charge on articles which fail to comply with packing requirements, when failure to comply is discovered after articles have been accepted for transportation must be determined as follows:

When LTL or AQ classes or ratings are applicable to the articles shipped, the charge shall be 200 percent of the charge determined by applying the highest LTL or AQ class or rating provided for such articles in the same shipping form. (See NOTE A)

NOTE A--Applies only on articles in packages which also serve as display stands or racks and then only when the article or articles and necessary interior packing devices occupy less than 80 percent of the interior cubic capacity of the outer shipping container.

[BACK TO CONTENTS](#)



**ITEM 712**

**PALLETS OR CONTAINERS (SHIPMENTS-TRANSPORTED IN OR ON SHIPPING CARRIERS)**

(Except marine type or intermodal containers designed for highway use on wheels)

Except as otherwise specifically provided, when shipments are tendered to carrier and transported in or on shipping carriers, containers, pallets, platforms, racks, reels or skids, such carriers, containers, pallets, platforms, racks, reels or skids constitute an integral part of the shipment and are to be delivered to and receipted for by the consignee(s) named on the Bill of Lading covering the loaded movement.

Any request of provisions noted on the Bill of Lading or Shipping Order at the time of movement requesting the return of these shipping devices, forms or packages, shall be deemed to be for informational purposes only, and it will be not binding upon the carrier to accomplish or comply with such request or provisions to complete the contract of carriage of the shipment.

[BACK TO CONTENTS](#)

**ITEM 720**

**PAYMENT OF CHARGES**

No shipment will be accepted when the line haul transportation charge is partially prepaid or partially collect.

When payment of freight charges is paid in foreign currency, the exchange value of such currency must not be less than the charges valued in U.S. currency.

[BACK TO CONTENTS](#)

## ITEM 740

### PERMITS--SPECIAL

(See NOTE C)

Any shipment which, due to size (height, width or length), shape or weight, requires special permits from the State Highway Department or Departments of States or Cities or Municipalities in which the shipment is being transported, will be subject to the following:

1. The purchase cost of such permits and all other expenses necessary to secure such permits and all bridge, ferry, highway, tunnel or other public charges of like nature which are incurred in the handling of any such shipment, which would not normally be required on shipments not requiring permits, will be paid by the carrier and collected as follows:
  - (a) All such expenses or charges, plus a service charge of **\$105.34** per vehicle per state in which permit is procured shall be collected from the shipper or party requesting movement of the shipment.
  - (b) Except for the service charge of **\$105.34** per vehicle per state for each permit shown in Paragraph 1 (a), evidence of payment of all other charges provided for above, shall be furnished to shipper or party requesting movements of the shipments upon request.
  - (c) When a shipment requires more than one vehicle, charges provided here DO NOT apply to vehicles which do not contain articles or commodities requiring such permits.
2. Any shipment which, due to size, shape or weight, requires a flagman or flagmen to accompany the vehicle, the rates in Paragraphs 2 (a) and 2 (b) will be charged to the shipper or party requesting movement of the freight:
  - (a) For each flagman accompanying the vehicle in or on which the shipment is being transported, a charge of **\$53.69** per hour (See NOTE A) will be made.
  - (b) For each flagman as escort in a vehicle other than the vehicle in or on which the shipment is being transported, a charge of **\$63.61** per hour (See NOTE B) per such other vehicle with flagman will be made.

NOTE A--Time will be computed from time flagman reports for duty at point and time designated by shipper or party requesting movement of the shipment, until released, but not to exceed 16 hours in any one day.

NOTE B--Time will be computed from time vehicle with flagman leaves carrier's terminal nearest point of origin until return to such terminal, but is not to exceed 15 hours in any one day.

NOTE C--Charges for services provided shall also be assessed when such services are furnished because of instructions or information given by shipper or party requesting movement of the shipper.

[BACK TO CONTENTS](#)

## ITEM 750

### PICK-UP OR DELIVERY SERVICE

1. Rates include one pickup and loading and one delivery and unloading or one tender or delivery of a shipment by carrier at one site and during business hours, subject to the following provisions:
  - A. Pickup or delivery site will be directly accessible or immediately adjacent to carrier's equipment, and will be suitable and practicable for such equipment to operate, and does not endanger carrier.
  - B. Carrier will not be required to receive freight liable to damage other freight or carrier's equipment.
  - C. Pickup or delivery service will not be performed by the carrier at any site from or to which it is impracticable to operate vehicles because of:
    1. The conditions of roads, streets, driveways, alleys or approaches thereto
    2. Inadequate loading or unloading facilities
    3. Riots, acts of God, the public enemy, the authority of law, the existence of violence, or such possible disturbances as tending to create reasonable apprehension or danger to persons or property
  - D. When freight is transported in shipping containers, such as pallets, skids, totes, reels or other such articles, which are an integral part of the shipment, such containers are to be delivered and receipted for by the consignee. Carrier will not return such containers free of charge, even though the bill of lading may so state.
2. Loading and unloading service will be subject to the following provisions:
  - A. Carrier will perform the loading and unloading including counting the freight, except as provided in NMFC Item 568 and as shown below:
    1. Does not include assembling, packing or unpacking, dismantling, inspecting, sorting or segregating freight except when a shipment is tendered to the carrier in lots according to size, brand, flavor, or other characteristics and is so identified on the Bill of Lading or accompanying papers. Normal delivery service includes delivery of the shipment to the consignee in the same manner, including the placement of such sorted or segregated lots on the platform, dock, conveyor, pallet, dolly, buggy or similar device provided by the consignee for the receipt of freight within or adjacent to the vehicle without additional charge to the extent such service is performed within the free time period allowed by the applicable detention provisions. If delivery is not completed within the allowable free time, carrier will continue to unload the vehicle subject to applicable detention charges.
    2. Does not include special equipment used in hoisting, lowering, handling or placing freight into position. Such special equipment will be furnished and operated by the consignor/consignee, except for hand trucks or four-wheeled hand carts, or pallet jacks (non-riding Type) when furnished by the consignor/consignee. Consignor/consignee shall assume responsibility for safe loading or unloading of the freight.
    3. Does not allow for the opening of packages or unitized shipments.
  - B. Carrier will provide one employee per trailer/doubles for loading or unloading.
  - C. Consignor/consignee may, at his own expense, elect to waive and perform the loading or unloading of freight from carrier's trailer/doubles.
3. Upon written arrangements, freight consigned to places where no representative of the consignee is present or available to receipt for the shipment will be delivered and unloaded by carrier and left unattended at the Designated place. Carrier will not be responsible for any loss or damage after delivery.
4. Actual tender of delivery, notice by telephone, electronic transmission or U.S. Mail, shall constitute notice of arrival of the shipment.
5. If, through no fault of the carrier, freight cannot be delivered, carrier will make a diligent effort to notify the consignor promptly that the freight is in storage and the reason thereof.
6. HEAVY OR BULKY FREIGHT--LOADING OR UNLOADING: (See NOTE A)  
When freight (per package or piece) in a single container, or secured to pallets, platforms or lift truck skids, or in any other authorized form of shipment:
  - (a) WEIGHS MORE THAN 110 LBS. BUT LESS THAN 500 LBS.  
The carrier will perform the loading and/or unloading where the consignor and/or consignee provides a dock, platform or ramp directly accessible to the carrier's vehicle if such freight:
    1. Exceeds 8 feet but does not exceed 22 feet in its greatest dimension and does not exceed 2 feet in its intermediate dimension.

2. If it does not exceed 10 feet in its greatest dimension and does not exceed 5 feet in its intermediate dimension and does not exceed 1 foot in its least dimension. Where the consignor and/or consignee does not provide a dock, platform or ramp, the truck driver on request will assist the consignor and/or consignee in loading and/or unloading.
- (b) WEIGHS 500 LBS. OR MORE the consignor will perform the loading and the consignee will perform the unloading. On request of consignor or consignee, the truck driver will assist the consignor or the consignee in loading or unloading.
  - (c) EXCEEDS 8 FEET IN ITS GREATEST DIMENSION OR EXCEEDS 4 FEET IN EACH ITS GREATEST AND INTERMEDIATE DIMENSION, the consignor will perform the loading and the consignee will perform the unloading. On request of consignor or consignee, the truck driver will assist the consignor or the consignee in loading or unloading. The provisions of this paragraph will not apply to the extent provisions are published in Paragraph 8 (a) of this item.

NOTE A:

1. Loading, by definition in this item, includes stowing and counting of the freight in or on carrier's vehicle.
2. Unloading, by definition in this item, includes the removal and counting of the freight from the position in which it is transported in or on the carrier's vehicle.

[BACK TO CONTENTS](#)

**ITEM 751**

PICKUP OR DELIVERY CHARGES  
BASIS FOR APPLICATION OF CHARGES TO OR FROM POINTS  
IN MARTHA'S VINEYARD OR NANTUCKET ISLAND, MA  
CLASS RATES and Minimum Charges are subject to the following adjustments:

On traffic destined to Zip Codes shown below, the rates per cwt. and minimum charge per shipment will be increased by the following amounts:

FROM	TO	ADJUSTMENT	WEIGHT GROUP
All CANADIAN POSTAL CODES	U.S. ZIP CODES: 02535,02539,02554, 02557,02564,02568, 02575. ....	+ \$119.15 + 80%	MC LTL, AQ, TL, VOL

Except as otherwise provided, when a shipment is destined to or originates from Zip Code Prefixes 025 and 026, and the applicable class rate tariff is NOT from the Canam 505 tariff in effect at time of shipment, the shipment shall be rated using the Canam 505 class rate tariff in effect at time of shipment, actual class, with a 30% discount. This will also apply when any zip code prefixes shown herein are included within a tariff or contract as part of a general grouping, such as "all other points" for example.

**ITEM 751-2**

PICKUP AND DELIVERY SERVICE – HIGH COST SERVICE AREA SURCHARGE

Shipments originating or destined to the following service areas will be subject to a per shipment surcharge specified for each high cost service area shown below. These surcharges will be in addition to all other applicable rates and charges, and will be added to the freight bill as a separate line item. The surcharges apply ONLY to shipments that are rated using rates, other than the Current DAYR 505 tariff, and will be billed to and the responsibility of the party who is responsible for payment of the line haul freight charges.

SAN FRANCISCO, CA (Downtown) – SURCHARGE \$35.00

ZIP	CITY	ZIP	CITY
94005	BRISBANE, CA	94101-94199	SAN FRANCISCO, CA
94014-94015	DALY CITY, CA		

WASHINGTON, DC (METRO) – SURCHARGE \$50.00

ZIP	CITY	ZIP	CITY
20001-20099	WASHINGTON, DC	20745-20748	OXON HILL, MD
20190-20194	HERNDON & RESTON, VA	20782-20785	HYATTSVILLE, MD
20201-20599	WASHINGTON, DC	22201-22219	ARLINGTON, VA
20701-20737	ANNAPOLIS JUNCTION, MD	22301-22315	ALEXANDRIA, VA

CHICAGO, IL (Downtown) – SURCHARGE \$35.00

ZIP	CITY	ZIP	CITY
60601-60607	CHICAGO, IL	60661-60661	CHICAGO, IL

60610-60614	CHICAGO, IL	60664-60665	CHICAGO, IL
60622-60622	CHICAGO, IL	60669-60669	CHICAGO, IL
60647-60647	CHICAGO, IL	60671-60681	CHICAGO, IL
60654-60654	CHICAGO, IL	60684-60685	CHICAGO, IL

**BOSTON, MA (Metro) - SURCHARGE \$35.00**

ZIP	CITY	ZIP	CITY
02101-02137	BOSTON, MA	02445-02447	BROOKLINE, MA
02201-02227	BOSTON, MA		

**HOUSTON, TX (Metro) - SURCHARGE \$35.00**

ZIP	CITY	ZIP	CITY
77001-77004	HOUSTON, TX	77019-77020	HOUSTON, TX
77007	HOUSTON, TX	77026	HOUSTON, TX
77009-77011	HOUSTON, TX		

NOTE: Provisions of this item shall not be applicable when shipments are rated using R+L Carriers class rates effective at time of shipment tendered.

**ITEM 751-5**

PICKUP OR DELIVERY CHARGES  
 BASIS FOR APPLICATION OF CHARGES TO OR FROM POINTS  
 IN THE FLORIDA KEYS (See NOTE A)  
 CLASS RATES and Minimum Charges are subject to the following adjustments:

On traffic destined to Zip Codes shown below, the rates per cwt. and minimum charge per shipment will be increased by the following amounts:

FROM	TO	ADJUSTMENT	WEIGHT GROUP
All CANADIAN POSTAL CODES	U.S. ZIP CODES: 33036,33037,33040,33041, 33042,33043,33044,33050, 33051,33052,33070. . . . .	+ \$106.75 + 60%	MC LTL, AQ, TL, VOL

Shipments weighing less than 20,000 pounds, consigned to or originating from, points and/or places commonly referred to as the "Florida Keys", (See NOTE A) will be subject to an additional pickup or delivery charge based on 35% of the regular rates or charges applicable between Zip Code prefix 330 and any other Zip Code prefix applicable to points and places in Florida. Additional Pickup and/or Delivery charge thus determined will be shown as a separate entry on the freight bill and will be considered as part of the line haul charges (See NOTE B).

NOTE A: Applies to or from all points bearing the following Zip Codes: 33001, 33036, 33037, 33040, 33041, 33042, 33043, 33044, 33045, 33050, 33051, 33052 and 33070.

NOTE B: Pickup and/or Delivery charge percentage will not apply on accessorial rates or charges

[BACK TO CONTENTS](#)

**ITEM 751-6**

**PICKUP OR DELIVERY SERVICE  
(HARBOR POINTS, WA)**

Shipments originating at or destined to the following points not subject to base rates in Tariff Canam 505 series, will be subject to the following charges. These charges shall be in addition to applicable line haul charges from or to point of transfer.

Zip Code(s)	Rates
98261	Call for Quote 800-535-1984
98281	\$100.80 per cwt \$100.80 Minimum \$902.70 Maximum
98243, 98245, 98279, 98280, 98297, 98286 & Will Call	See Chart Below

Weight s In lbs.	Rates in Dollars and Cents per Hundred Pounds												
	50	70	85	100	110	125	150	175	200	250	300	400	500
<500	46.50	55.00	64.60	76.00	89.60	105.60	124.30	146.30	172.40	203.00	239.00	331.50	390.40
500	37.30	44.00	51.70	60.80	71.80	84.40	99.40	117.10	138.00	162.40	191.20	265.20	312.30
1000	28.17	35.20	41.40	48.70	57.40	67.60	79.60	93.80	110.40	130.00	153.00	212.20	249.90
2000	22.80	26.20	39.90	36.50	43.00	50.79	59.70	70.30	82.80	97.50	114.70	159.10	187.50
5000	16.80	19.70	23.30	27.50	32.30	38.00	44.70	52.70	62.10	73.10	86.20	119.40	140.70
10000	12.60	14.80	17.50	20.50	24.20	28.50	33.60	39.60	46.50	54.90	64.60	89.60	105.40

Absolute Minimum Charges	
Weight	Charge
0-99	122.10
100-199	152.60
200-299	190.80
300-399	238.50
400 & over	298.10

Residential Delivery Charges				
Zone	Type			
	Truck +2 Men	Inside Delivery Multipliers		
		Inside	Uncrate	Haul Away
1	40.30	13.90	20.20	34.00
2	46.50	13.90	20.20	34.00
3	54.20	13.90	20.20	34.00
4	60.50	13.90	20.20	34.00
5	60.50	13.90	20.20	34.00

Zones are explained on the attached.

Zip Code(s)	Rates
98070	See Chart Below



Weights In lbs.	Rates in Dollars and Cents per Hundred Pounds												
	50	70	85	100	110	125	150	175	200	250	300	400	500
1000	13.60	13.60	15.90	18.30	22.80	22.80	27.50	32.00	36.50	36.50	49.80	49.80	49.80
2000	10.40	10.40	12.20	13.90	17.40	17.40	20.80	24.30	27.70	27.70	37.80	37.80	37.80
5000	6.60	6.60	7.30	8.50	10.70	10.70	12.70	14.80	16.90	16.90	23.20	23.20	23.20
10000	4.20	4.20	5.00	5.50	6.70	6.70	8.20	9.50	10.80	10.80	14.70	14.70	14.70

Shipments rated per the rate table above are subject to a Fuel Surcharge of 12%.

Weight	Minimum Charge
0-250	92.00
251-500	116.50
501-750	135.40
751-1000	155.20

Accessorials:

Residential Delivery	\$20.90
Extra Man	\$53.90
Lift Gate	\$33.60

Shipments subject to the minimum charges table above are subject to a Fuel Surcharge of 15%.

Zip Code(s)	Rates
98250	See Chart Below

Weights In lbs.	Rates in Dollars and Cents per Hundred Pounds												
	50	70	85	100	110	125	150	175	200	250	300	400	500
<500	46.50	54.50	66.20	77.80	88.90	97.20	116.60	136.20	155.60	194.50	233.40	311.10	388.80
500	37.30	43.60	52.90	62.20	68.40	77.80	93.10	108.90	124.50	155.60	186.60	249.00	311.10
1000	28.70	34.90	42.30	49.80	54.70	62.20	74.70	87.10	99.60	124.50	149.30	199.20	249.00
2000	22.30	26.20	31.70	37.30	41.00	46.70	56.10	65.40	74.70	93.40	112.00	149.30	186.70
5000	16.70	19.60	23.90	28.00	30.80	35.10	42.10	49.00	56.10	70.10	80.80	112.00	140.10
10000	12.60	14.70	17.80	21.00	23.20	26.20	31.50	36.70	42.10	52.50	62.90	84.00	105.00

Absolute Minimum Charges	
Weight	Charge
0-99	139.30
100-199	165.10
200-299	221.10
300-399	270.10
400 & over	298.10

Residential Delivery Charges				
Zone	Type			
	Truck +2 Men	Inside Delivery Multipliers		
		SMALL	MEDIUM	LARGE
1	\$50.60	1.90	2.50	3.80
2	\$50.40	1.90	2.50	3.80
3	\$53.70	1.90	2.50	3.80
4	\$57.20	1.90	2.50	3.80
5	\$60.60	1.90	2.50	3.80

Zones are explained on the attached.

ITEM 751-10

**PICKUP OR DELIVERY SERVICE – HIGH COST SERVICE AREA SURCHARGE**

Shipments originating or destined to the following service areas will be subject to a per shipment surcharge. This surcharge will be in addition to all other applicable rates and charges, and will be added to the freight bill as a separate line item. The surcharge will be billed to and the responsibility of the party who is responsible for payment of the line haul freight charges.

The following zip codes will be subject to a \$50.00 surcharge.

ZIP	CITY	ZIP	CITY
59066	PRYOR, MT	80822	JOES, CO
59071	ROSCOE, MT	80825	KIT CARSON, CO
68821	BREWSTER, NE	81038	FORT LYON, CO
68833	DUNNING, NE	81041	GRANADA, CO
69023	CHAMPION, NE	81043	HARTMAN, CO
69023	LAMAR, NE	81044	CADDOA, CO
69026	DANBURY, NE	81044	HASTY, CO
69030	HAIGLER, NE	81047	BRISTOL, CO
69032	HAYES CENTER, NE	81047	HARTMAN, CO
69036	LEBANON, NE	81047	HOLLY, CO
69037	MAX, NE	81049	KIM, CO
69040	PALISADE, NE	81049	VILLEGREEN, CO
69041	PARKS, NE	81050	LA JUNTA, CO
69045	WAUNETA, NE	81050	TIMPAS, CO
69121	ARTHUR, NE	81052	LAMAR, CO
69125	BROADWATER, NE	81052	PROWERS, CO
69134	ELSIE, NE	81055	LA VETA, CO
69135	ELSMERE, NE	81055	CUCHARA, CO
69142	HALSEY, NE	81055	BEAR CREEK, CO
69152	MULLEN, NE	81057	MCCLAVE, CO
69157	PURDUM, NE	81076	SUGAR CITY, CO
69163	GANDY, NE	81138	JAROSO, CO
69163	STAPLETON, NE	81149	SAGUACHE, CO
69166	BROWNLEE, NE	81152	MESITA, CO
69166	THEDFORD, NE	81152	SAN LUIS, CO
69167	TRYON, NE	81253	WETMORE, CO
69169	WALLACE, NE	82513	DUBOIS, WY
69211	CODY, NE	83101	FONTENELLE, WY
69212	CROOKSTON, NE	83101	HAMSFORK, WY
69216	KILGORE, NE	83101	KEMMERER, WY
69218	MERRIMAN, NE	90263	MALIBU, CA
69219	NENZEL, NE	90264	MALIBU, CA
69333	ASHBY, NE	90265	BIG ROCK, CA

69339	CRAWFORD, NE	90265	CASTELLAMMARE, CA
69339	FORT ROBINSON, NE	90265	EL NIDO, CA
69340	ELLSWORTH, NE	90265	MALIBU, CA
69345	HARRISBURG, NE	90265	MALIBU BOWL, CA
69346	HARRISON, NE	90265	MALIBU PARK, CA
69347	HAY SPRINGS, NE	90265	POINT DUME, CA
69348	HEMINGFORD, NE	90290	FERNWOOD, CA
69350	HYANNIS, NE	90290	GLENVIEW, CA
69354	MARSLAND, NE	90290	OLD CANYON, CA
69360	RUSHVILLE, NE	90290	SYLVIA PARK, CA
69365	WHITECLAY, NE	90290	TOPANGA, CA
69366	WHITMAN, NE	94019	HALF MOON BAY, CA
69367	WHITNEY, NE	94019	PRINCETON BY THE SEA, CA
74570	STUART, OK	94037	MONTARA, CA
79780	SARAGOSA, TX	94038	MOSS BEACH, CA
79785	TOYAH, TX	94044	PACIFICA, CA
79834	DELL CITY, TX	95223	ARNOLD, CA
79837	DELL CITY, TX	95223	BEAR VALLEY, CA
79843	MARFA, TX	95223	CAMP CONNELL, CA
79847	DELL CITY, TX	95223	DORRINGTON, CA
79847	SALT FLAT, TX	95224	AVERY, CA
79851	SIERRA BLANCA, TX	95233	HATHAWAY PINES, CA
79854	VALENTINE, TX	95246	MOUNTAIN RANCH, CA
79855	KENT, TX	95247	MURPHYS, CA
79855	VAN HORN, TX	95251	VALLECITO, CA
80705	FORT MORGAN, CO	95310	COLUMBIA, CA
80705	LOG LANE VILLAGE, CO	95335	COLD SPRINGS, CA
80721	AMHERST, CO	95335	LONG BARN, CA
80726	CROOK, CO	95346	MI WUK VILLAGE, CA
80735	HALE, CO	95383	TWAIN HARTE, CA
80735	IDALIA, CO	95387	WESTLEY, CA
80736	ILIFF, CO	95601	AMADOR CITY, CA
80742	NEW RAYMER, CO	95638	HERALD, CA
80744	OVID, CO	95665	PINE GROVE, CA
80745	PADRONI, CO	95666	PIONEER, CA
80746	PAOLI, CO	95666	SILVER LAKE, CA
80747	PEETZ, CO	95669	PLYMOUTH, CA
80749	SEDGWICK, CO	95686	THORTON, CA
80750	SNYDER, CO	97443	GLIDE, OR
80754	STONEHAM, CO	98822	ENTIAT, WA
80801	ANTON, CO	98844	CHESAW, WA
80802	ARAPAHOE, CO	98844	MOLSON, WA

80810	CHEYENNE WELLS, CO	98844	OROVILLE, WA
80812	COPE, CO	98855	NIGHTHAWK, WA
80821	BOYERO, CO	98855	TONASKET, WA
80821	HUGO, CO		

The following zip codes will be subject to a \$100.00 surcharge.

ZIP	CITY	ZIP	CITY
50424	BUFFALO CENTER, IA	86538	MANY FARMS, AZ
50432	CRYSTAL LAKE, IA	86540	GANADO, AZ
50434	FERTILE, IA	86540	NAZLINI, AZ
50436	FOREST CITY, IA	86545	CHINLE, AZ
50444	HANLONTOWN, IA	86545	ROCK POINT, AZ
50448	KENSETT, IA	86547	CHINLE, AZ
50450	LAKE MILLS, IA	86547	ROUND ROCK, AZ
50451	LAKOTA, IA	86556	CHINLE, AZ
50453	LELAND, IA	86556	TSAILE, AZ
50459	NORTHWOOD, IA	87936	GARFIELD, NM
50465	RAKE, IA	87937	HATCH, NM
50468	ROCKFORD, IA	87937	RODEY, NM
50473	SCARVILLE, IA	87940	RINCON, NM
50478	THOMPSON, IA	87941	SALEM, NM
50480	TITONKA, IA	88029	COLUMBUS, NM
50484	WODEN, IA	88054	RADIUM SPRINGS, NM
50517	BANCROFT, IA	88123	LINGO, NM
50522	BURT, IA	88123	PORTALES, NM
50524	CLARE, IA	88130	ARCH, NM
50538	FARNHAMVILLE, IA	88130	PORTALES, NM
50538	RINARD, IA	89003	BEATTY, NV
50540	FONDA, IA	89007	BUNKERVILLE, NV
50543	GOWRIE, IA	89008	CALIENTE, NV
50546	HAVELOCK, IA	89013	GOLDFIELD, NV
50556	LEDYARD, IA	89017	HIKO, NV
50559	LONE ROCK, IA	89020	ARMAGOSA VALLEY, NV
50568	NEWELL, IA	89022	MANHATTAN, NV
50571	PALMER, IA	89023	MERCURY, NV
50573	PLOVER, IA	89028	LAUGHLIN, NV
50581	ROLFE, IA	89029	LAUGHLIN, NV
50590	SWEA CITY, IA	89037	COYOTE SPRINGS, NV
50597	WEST BEND, IA	89037	MOAPA, NV
50619	CLARKSVILLE, IA	89039	CAL-NEV-ARI, NV
50624	DIKE, IA	89039	SEARCHLIGHT, NV

50636	GREENE, IA	89041	CRYSTAL, NV
50653	MARBLE ROCK, IA	89041	PAHRUMP, NV
50653	OAKWOOD, IA	89042	PANACA, NV
50660	NEW HARTFORD, IA	89043	CASELTON, NV
50670	SHELL ROCK, IA	89043	DRY VALLEY, NV
52531	ALBIA, IA	89043	PIOCHE, NV
52531	AVERY, IA	89045	ROUND MOUNTAIN, NV
59012	BIRNEY, MT	89045	CARVERS, NV
59018	CLYDE PARK, MT	89046	COTTONWOOD COVE, NV
59027	EMIGRANT, MT	89046	NELSON, NV
59030	CORWIN SPRINGS, MT	89046	SEARCHLIGHT, NV
59030	GARDINER, MT	89047	SILVERPEAK, NV
59032	GRASS RANGE, MT	89048	PAHRUMP, NV
59035	FORT SMITH, MT	89049	FISH LAKE VALLEY, NV
59035	YELLOWTAIL, MT	89049	TONOPAH, NV
59052	McLEOD, MT	89060	PAHRUMP, NV
59053	MARTINSDALE, MT	89061	PAHRUMP, NV
59053	LENNEP, MT	89311	BAKER, NV
59055	MELVILLE, MT	89314	DUCKWATER, NV
59065	PRAY, MT	89317	LUND, NV
59067	RAPELJE, MT	89318	MCGILL, NV
59075	SAINT XAVIER, MT	89405	EMPIRE, NV
59076	HYSHAM, MT	89409	GABBS, NV
59076	SANDERS, MT	89412	GERLACH, NV
59082	SPRINGDALE, MT	89414	GOLCONDA, NV
59083	SUMATRA, MT	89414	MIDAS, NV
59085	TWO DOT, MT	89415	HAWTHORNE, NV
59086	WILSALL, MT	89415	WALKER LAKE, NV
59211	ANTELOPE, MT	89418	IMLAY, NV
59212	BAINVILLE, MT	89418	MILL CITY, NV
59218	CULBERTSON, MT	89418	UNIONVILLE, NV
59218	MCCABE, MT	89419	LOVELOCK, NV
59219	DAGMAR, MT	89419	OREANA, NV
59222	FLAXVILLE, MT	89420	LUNING, NV
59223	FORT PECK, MT	89421	MCDERMITT, NV
59231	GLASGOW, MT	89422	MINA, NV
59231	SAINT MARIE, MT	89424	NIXON, NV
59240	GLENTANA, MT	89426	PARADISE VALLEY, NV
59241	HINSDALE, MT	89444	TOPAZ RANCH ESTATES
59242	HOMESTEAD, MT	89444	WELLINGTON, NV
59243	LAMBERT, MT	89445	PARADISE HILL, NV
59250	OPHEIM, MT	89445	WINNEMUCCA, NV

59252	OUTLOOK, MT	89446	WINNEMUCCA, NV
59253	PEERLESS, MT	89825	CONTACT, NV
59256	RAYMOND, MT	89825	JACKPOT, NV
59258	RESERVE, MT	89831	MOUNTAIN CITY, NV
59259	RICHEY, MT	89832	OWYHEE, NV
59260	RICHLAND, MT	89833	RUBY VALLEY, NV
59261	SACO, MT	89833	SHANTYTOWN, NV
59263	FOUR BUTTES, MT	89834	TUSCARORA, NV
59263	SCOBEY, MT	89835	METROPOLIS, NV
59270	SIDNEY, MT	89835	OASIS, NV
59273	VANDALIA, MT	89835	WELLS, NV
59275	WESTBY, MT	89835	WILKINS, NV
59276	WHITETAIL, MT	89883	WENDOVER, NV
59312	ANGELA, MT	89883	WEST WENDOVER, NV
59315	BLOOMFIELD, MT	91901	ALPINE HEIGHTS, CA
59317	BROADUS, MT	91901	ALPINE, CA
59317	SONNETTE, MT	91901	DEHESA, CA
59322	COHAGEN, MT	91901	GLEN OAKS, CA
59336	ISMAY, MT	91901	HIDDEN GLEN, CA
59338	KINSEY, MT	91901	PALO VERDE, CA
59343	OLIVE, MT	91901	RANCHO PALO VERDE, CA
59351	VOLBORG, MT	91901	THE WILLOWS, CA
59353	WIBAUX, MT	91901	VICTORIA, CA
59412	BELT, MT	91903	ALPINE, CA
59446	GERALDINE, MT	91905	BOULEVARD, CA
59446	SQUARE BUTTE, MT	91905	LIVE OAK SPRINGS, CA
59450	HIGHWOOD, MT	91905	MANZANITA, CA
59450	SHONKIN, MT	91905	TIERRA DEL SOL, CA
59469	RAYNESFORD, MT	91906	CAMERON CORNERS, CA
59472	SAND COULEE, MT	91906	CAMPO, CA
59472	TRACY, MT	91906	CANYON CITY, CA
59480	STOCKETT, MT	91906	MORENA VILLAGE, CA
59489	WINIFRED, MT	91916	DECANSO JUNCTION, CA
59521	BOX ELDER, MT	91916	DECANSO, CA
59527	HAYS, MT	91916	ECHO DELL, CA
59633	CANYON CREEK, MT	91916	GREEN VALLEY FALLS, CA
59640	MARYSVILLE, MT	91916	HULBURD GROVE, CA
59648	CRAIG, MT	91917	BARRETT JUNCTION, CA
59648	WOLF CREEK, MT	91917	DULZURA, CA
59713	AVON, MT	91917	ENGINEER SPRINGS, CA
59716	BIG SKY, MT	91931	GUATAY, CA
59728	ELLISTON, MT	91934	BANKHEAD SPRINGS, CA

59731	GARRISON, MT	91934	JACUMBA, CA
59752	THREE FORKS, MT	91935	INDIAN SPRINGS, CA
59752	TRIDENT, MT	91935	JAMACHA, CA
59758	W. YELLOWSTONE, MT	91935	JAMUL, CA
59760	WILLOW CREEK, MT	91935	NORTH JAMUL, CA
59820	ALBERTON, MT	91948	MOUNT LAGUNA, CA
59823	BONNER, MT	91962	BOULDER OAKS, CA
59823	GREENOUGH, MT	91962	BUCKMAN SPRINGS, CA
59823	POTOMAC, MT	91962	PINE VALLEY, CA
59826	CONDON, MT	91963	POTRERO, CA
59827	CONNER, MT	91980	TECATE, CA
59829	DARBY, MT	91987	TECATE, CA
59830	DE BORGIA, MT	92003	BONSAL, CA
59831	DIXON, MT	92028	DE LUZ, CA
59842	HAUGAN, MT	92028	FALLBROOK, CA
59843	HELMVILLE, MT	92028	LIVE OAK PARK, CA
59844	HERON, MT	92028	PALA MESA VILLAGE, CA
59845	HOT SPRINGS, MT	92028	RAINBOW, CA
59845	NIARADA, MT	92028	SAN LUIS REY HEIGHTS, CA
59846	HUSON, MT	92028	WINTERWARM, CA
59848	LONEPINE, MT	92036	AGUA CALIENTE HOT SP, CA
59853	NOXON, MT	92036	BANNER, CA
59854	OVANDO, MT	92036	CANEBRAKE, CA
59856	PARADISE, MT	92036	CUYAMACA, CA
59859	PLAINS, MT	92036	HARRISON PARK, CA
59866	SAINT REGIS, MT	92036	JULIAN, CA
59867	SALTESE, MT	92036	KENTWOOD IN THE PINE, CA
59868	SEELEY LAKE, MT	92036	PASO PICACHO, CA
59871	SULA, MT	92036	PINE HILLS, CA
59872	SUPERIOR, MT	92036	SCISSORS CROSSING, CA
59873	THOMPSON FALLS, MT	92036	SHELTER VALLEY RANCH, CA
59874	TROUT CREEK, MT	92036	VALLECITO, CA
59911	BIGFORK, MT	92036	WHISPERING PINES, CA
59911	SWAN LAKE, MT	92036	WYNOLA, CA
59913	CORAM, MT	92059	PALA, CA
59914	DAYTON, MT	92060	BIRCH HILL, CA
59914	PROCTOR, MT	92060	LA JOLLA AMAGO, CA
59915	ELMO, MT	92060	PALOMAR MOUNTAIN, CA
59916	ESSEX, MT	92061	PALA, CA
59917	EUREKA, MT	92061	PAUMA VALLEY, CA
59918	FORTINE, MT	92065	BALLENA, CA
59919	HUNGRY HORSE, MT	92065	BARONA MESA, CA

59920	KILA, MT	92065	FERNBROOK, CA
59921	LAKE MCDONALD, MT	92065	IRVING'S CREST, CA
59921	WEST GLACIER, MT	92065	RAMONA, CA
59925	MARION, MT	92065	ROCK HAVEN, CA
59926	MARTIN CITY, MT	92065	ROSEMONT, CA
59927	OLNEY, MT	92065	SAN DIEGO COUNTRY ES, CA
59929	PROCTOR, MT	92065	SHADY DELL, CA
59930	REXFORD, MT	92065	WITCH CREEK, CA
59931	ROLLINS, MT	92070	LAKE HENSHAW, CA
59932	SOMERS, MT	92070	MESA GRANDE, CA
59933	STRYKER, MT	92070	MORETTIS, CA
59934	TREGO, MT	92070	SANTA YSABEL, CA
59936	WEST GLACIER, MT	92082	RINCON, CA
62017	COFFEEN, IL	92082	VALLEY CENTER, CA
62017	EAST FORK, IL	92086	AGUA CALIENTE, CA
62051	IRVING, IL	92086	EAGLES NEST, CA
62261	MODOC, IL	92086	OAK GROVE, CA
62261	PRAIRIE DU ROCH, IL	92086	PUERTA LA CRUZ, CA
63023	DITTMER, MO	92086	SAN FELIPE, CA
63625	BLACK, MO	92086	SAN IGNACIO, CA
63625	OATES, MO	92086	SUNSHINE SUMMIT, CA
63629	BUNKER, MO	92086	WARNER SPRINGS, CA
65016	BONNOTS MILL, MO	92088	FALLBROOK, CA
65016	FRANKENSTEIN, MO	92201	BERMUDA DUNES, CA
65067	PORTLAND, MO	92201	CHIRIACO SUMMIT, CA
65085	FOLK, MO	92201	INDIO, CA
65085	WESTPHALIA, MO	92225	BLYTHE, CA
72434	IMBODEN, AR	92225	EAST BLYTHE, CA
72459	RAVENDEN, AR	92225	RIPLEY, CA
72460	RAVENDEN SPRINGS, AR	92226	BLYTHE, CA
76841	FORT MCKAVETT, TX	92227	BRAWLEY, CA
76935	CHRISTOVAL, TX	92233	CALIPATRIA, CA
76936	ELDORADO AFS, TX	92239	DESERT CENTER, CA
76936	ELDORADO, TX	92239	EAGLE MOUNTAIN, CA
76943	OZONA, TX	92256	MORONGO VALLEY, CA
76945	ROBERT LEE, TX	92257	BOMBAY BEACH, CA
76949	SILVER, TX	92257	NILAND, CA
76950	SONORA, TX	92259	OCOTILLO, CA
79003	ALLISON, TX	92280	BLYTHE, CA
79330	JUSTICEBURG, TX	92280	VIDAL JUNCTION, CA
79342	LOOP, TX	92280	VIDAL, CA
79345	MEADOW, TX	92283	FELICITY, CA



79356	POST, TX	92283	WINTERHAVEN, CA
79370	SPUR, TX	92304	AMBOY, CA
79376	TOKIO, TX	92304	CADIZ, CA
79377	WELCH, TX	92309	BAKER, CA
79378	WELLMAN, TX	92309	KELSO, CA
79379	WHITEFACE, TX	92323	CIMA, CA
79383	NEW HOME, TX	92328	DEATH VALLEY, CA
79516	DUNN, TX	92332	ESSEX, CA
79517	FLUVANNA, TX	92338	LUDLOW, CA
79518	GIRARD, TX	92338	NEWBERRY SPRINGS, CA
79528	JAYTON, TX	92342	HELENDALE, CA
79532	LORAIN, TX	92342	SILVER LAKES, CA
79565	WESTBROOK, TX	92364	BAKER, CA
79713	ACKERLY, TX	92364	NIPTON, CA
79718	BALMORHEA, TX	92365	NEWBERRY SPRINGS, CA
79734	FORT DAVIS, TX	92366	MOUNTAIN PASS, CA
79834	BIG BEND NATIONAL PARK, TX	92368	ORO GRANDE, CA
79839	FORT HANCOCK, TX	92371	PHELAN, CA
79842	MARATHON, TX	92384	SHOSHONE, CA
79846	REDFORD, TX	92389	TECOPA, CA
79852	LAJITAS, TX	93210	COALINGA, CA
79852	TERLINGUA, TX	93222	FRAZIER PARK, CA
80025	ELDORADO SPRINGS, CO	93222	PINE MOUNTAIN CLUB, CA
80101	AGATE, CO	93225	FRAZIER PARK, CA
80103	BYERS, CO	93234	HURON, CA
80105	DEER TRAIL, CO	93276	TUPMAN, CA
80106	ELBERT, CO	93426	BRADLEY, CA
80136	STRASBURG, CO	93451	CAMP ROBERTS, CA
80433	CONIFER, CO	93451	PARKFIELD, CA
80433	FOXTON, CO	93451	SAN MIGUEL, CA
80466	NEDERLAND, CO	93501	MOJAVE, CA
80474	ROLLINSVILLE, CO	93505	CALIFORNIA CITY, CA
80512	BELLEVUE, CO	93512	BENTON, CA
80536	LIVERMORE, CO	93512	BISHOP, CA
80536	RED FEATHER LAKES, CO	93513	BIG PINE, CA
80536	VIRGINIA DALE, CO	93514	BISHOP, CA
80545	RED FEATHER LAKES, CO	93514	CHALFANT VALLEY, CA
80611	BRIGGS DALE, CO	93514	CHALFANT, CA
80649	ORCHARD, CO	93514	LAWSON, CA
80652	ROGGEN, CO	93514	ROUND VALLEY, CA
80654	HOYT, CO	93514	ROVANA, CA
80654	WIGGINS, CO	93514	SWALL MEADOWS, CA

80729	GROVER, CO	93515	BISHOP, CA
80732	HEREFORD, CO	93516	BORON, CA
80808	CALHAN, CO	93517	BRIDGEPORT, CA
80808	ELLICOTT, CO	93518	CALIENTE, CA
80808	RAMAH, CO	93518	HAVILAH, CA
80809	CASCADE, CO	93522	DARWIN, CA
80809	CHIPITA PARK, CO	93523	AERIAL ACRES, CA
80813	CRIPPLE CREEK, CO	93523	EDWARDS AFB, CA
80814	DIVIDE, CO	93523	EDWARDS, CA
80816	FLORISSANT, CO	93523	NORTH EDWARDS, CA
80820	GUFFEY, CO	93524	EDWARDS AFB, CA
80827	LAKE GEORGE, CO	93524	EDWARDS, CA
80827	TARRYALL, CO	93527	INYOKERN, CA
80830	MATHESON, CO	93527	PEARSONVILLE, CA
80832	RAHMAH, CO	93529	JUNE LAKE, CA
80833	RUSH, CO	93532	ELIZABETH LAKE, CA
80835	SIMLA, CO	93532	LAKE ELIZABETH, CA
80860	VICTOR, CO	93532	LAKE HUGHES, CA
80863	WOODLAND PARK, CO	93532	LEONA VALLEY, CA
80864	YODER, CO	93532	SANDBERG, CA
80866	WOODLAND PARK, CO	93541	LEE VINING, CA
81019	COLORADO CITY, CO	93541	MONO CITY, CA
81021	ARLINGTON, CO	93543	JUNIPER HILLS, CA
81023	BEULAH, CO	93543	LITTLEROCK, CA
81029	CAMPO, CO	93543	SUN VILLAGE, CA
81036	CHIVINGTON, CO	93546	CROWLEY LAKE, CA
81036	EADS, CO	93546	MAMMOTH LAKES, CA
81040	GARDNER, CO	93552	FOUR POINTS, CA
81064	PRITCHETT, CO	93552	JOSHUA HILLS, CA
81064	UTLEYVILLE, CO	93552	PALMDALE, CA
81069	RYE, CO	93555	CHINA LAKE NWC, CA
81071	BRANDON, CO	93555	CHINA LAKE, CA
81071	SHERIDAN LAKE, CO	93555	RIDGECREST, CA
81071	TOWNER, CO	93560	ROSAMOND, CA
81073	SPRINGFIELD, CO	93560	WILLOW SPRINGS, CA
81084	LYCAN, CO	93561	BEAR VALLEY SPRINGS, CA
81084	TWO BUTTES, CO	93561	GOLDEN HILLS, CA
81087	VILAS, CO	93561	MONOLITH, CA
81089	FARISTA, CO	93561	STALLION SPRINGS, CA
81089	WALSENBURG, CO	93561	TEHACHAPI, CA
81090	WALSH, CO	93562	ARGUS, CA
81130	CREEDE, CO	93562	TRONA, CA

82190	CANYON, WY	93596	BORON, CA
82190	LAKE, WY	93608	CANTUA CREEK, CA
82190	MAMMOTH HOT SPRINGS, WY	93640	MENDOTA, CA
82190	MAMMOTH, WY	93665	SOUTH DOS PALOS, CA
82190	OLD FAITHFUL, WY	93667	TOLLHOUSE, CA
82190	YELLOWSTONE PARK, WY	93668	TRANQUILLITY, CA
82225	KIRTLEY, WY	93920	BIR SUR, CA
82225	LUSK, WY	94020	LA HONDA, CA
82225	NODE, WY	94060	PESCADERO, CA
82501	GAS HILLS, WY	94074	SAN GREGORIO, CA
82501	LUCKY MACCAMP, WY	95043	PAICINES, CA
82501	MIDVAL, WY	95043	PINNACLES, CA
82501	MORTON, WY	95313	CROWS LANDING, CA
82501	RIVERTON, WY	95317	EL NIDO, CA
82501	SAND DRAW, WY	95322	GUSTINE, CA
82633	DOUGLAS, WY	95322	SANTA NELLA, CA
82633	ORIN, WY	95360	NEWMAN, CA
83243	HOLBROOK, ID	95374	STEVINSON, CA
83263	FAIRVIEW, ID	95595	ZENIA, CA
83263	GLENDALE, ID	95629	FIDDLETOWN, CA
83263	OXFORD, ID	95916	BERRY CREEK, CA
83263	PRESTON, ID	95919	BROWNSVILLE, CA
83263	WHITNEY, ID	95930	CLIPPER MILLS, CA
83311	ALBION, ID	95934	CRESCENT MILLS, CA
83312	ALMO, ID	95939	ELK CREEK, CA
83342	ELBA, ID	95944	GOODYEARS BAR, CA
83342	MALTA, ID	95947	GREENVILLE, CA
83342	NAF, ID	95956	MEADOW VALLEY, CA
83342	SUBLETT, ID	95979	STONYFORD, CA
83401	AMMON, ID	95981	LAPORTE, CA
83401	GARFIELD, ID	95981	STRAWBERRY VALLEY, CA
83401	IDAHO FALLS, ID	95983	GENESEE, CA
83414	ALTA, WY	95983	TAYLORSVILLE, CA
83525	DIXIE, ID	95984	TWAIN, CA
83525	ELK CITY, ID	95984	VIRGILIA, CA
83611	CASCADE, ID	96020	CHESTER, CA
83611	WARM LAKE, ID	96104	CEDARVILLE, CA
83622	CROUCH, ID	96108	DAVIS CREEK, CA
83622	GARDEN VALLEY, ID	96110	EAGLEVILLE, CA
83666	PLACERVILLE, ID	96112	FORT BIDWELL, CA
84023	DUTCH JOHN, UT	96115	LAKE CITY, CA
84023	GREENDALE, UT	96118	LOYALTON, CA

84028	GARDEN CITY, UT	96124	CALPINE, CA
84046	MANILA, UT	96124	SATTLEY, CA
84510	ANETH, UT	96125	SIERRA CITY, CA
84512	BLUFF, UT	96126	SIERRAVILLE, CA
84515	CISCO, UT	96136	WENDEL, CA
84515	GREEN RIVER, UT	96137	CLEAR CREEK, CA
84522	EMERY, UT	96137	LAKE ALMANOR, CA
84530	LA SAL, UT	96137	WESTWOOD, CA
84531	MEXICAN HAT, UT	97011	BRIGHTWOOD, OR
84533	BULLFROG, UT	97011	SALMON, OR
84533	HALLS CROSSING, UT	97014	BONNEVILLE, OR
84533	HITE, UT	97014	CASCADE LOCKS, OR
84533	LAKE POWELL, UT	97014	DODSON, OR
84533	TICABOO, UT	97021	DUFUR, OR
84534	MONTEZUMA CREEK, UT	97021	FRIEND, OR
84536	MONUMENT VALLEY, UT	97029	GRASS VALLEY, OR
84540	GREEN RIVER, UT	97039	MORO, OR
84540	THOMPSON, UT	97040	MOSIER, OR
84710	ALTON, UT	97044	ODELL, OR
84734	HANKSVILLE, UT	97049	RHODODENDRON, OR
85321	AJO, AZ	97049	ZIGZAG, OR
85321	WHY, AZ	97057	SHANIKO, OR
85328	CIBOLA, AZ	97058	THE DALLES, OR
85341	LUKEVILLE, AZ	97063	TYGH VALLEY, OR
85357	WENDEN, AZ	97063	WAMIC, OR
85360	WIKIEUP, AZ	97065	WASCO, OR
85362	YARNELL, AZ	97119	DELLWOOD, OR
85371	POSTON, AZ	97119	DEWEY, OR
85535	EDEN, AZ	97119	GASTON, OR
85535	PIMA, AZ	97119	LAURELWOOD, OR
85541	GISELA, AZ	97119	STIMSON MILL, OR
85541	PAYSON, AZ	97119	WAPATO, OR
85541	STAR VALLEY, AZ	97138	GEARHART, OR
85553	TONTO BASIN, AZ	97138	JEWELL, OR
85554	YOUNG, AZ	97138	SEASIDE, OR
85601	ARIVACA, AZ	97144	TIMBER, OR
85609	DRAGOON, AZ	97148	COVE ORCHARD, OR
85632	PARADISE, AZ	97148	LUNNVILLE, OR
85632	PORTAL, AZ	97148	YAMHILL, OR
85632	SAN SIMON, AZ	97324	ALSEA, OR
85634	GU ACHI, AZ	97326	BLODGETT, OR
85634	GU OIDAK, AZ	97329	CASCADIA, OR

85634	GU VO, AZ	97342	DETROIT, OR
85634	GUNSIGHT, AZ	97343	EDDYVILLE, OR
85634	PISINEMO, AZ	97343	HARLAN, OR
85634	SELLS, AZ	97344	FALLS CITY, OR
85639	TOPAWA, AZ	97345	FOSTER, OR
85901	CARRIZO, AZ	97350	IDANHA, OR
85901	SHOW LOW, AZ	97357	LOGSDEN, OR
85901	SHUMWAY, AZ	97390	TIDEWATER, OR
85911	CIBECUE, AZ	97407	ALLEGANY, OR
85911	SHOW LOW, AZ	97410	AZALEA, OR
85920	ALPINE, AZ	97413	BLUE RIVER, OR
85922	BLUE, AZ	97413	MCKENZIE BRIDGE, OR
85924	CONCHO VALLEY, AZ	97416	CAMAS VALLEY, OR
85924	CONCHO, AZ	97419	CHESHIRE, OR
85930	HAWLEY LAKE, AZ	97429	DAYS CREEK, OR
85930	MCNARY, AZ	97430	DEADWOOD, OR
85932	NUTRIOSO, AZ	97430	GREENLEAF, OR
85936	SAINT JOHNS, AZ	97431	DEXTER, OR
85939	TAYLOR, AZ	97436	ELKTON, OR
85941	WHITERIVER, AZ	97438	FALL CREEK, OR
85942	SNOWFLAKE, AZ	97438	JASPER, OR
85942	WOODRUFF, AZ	97447	IDLEYLD PARK, OR
86016	CAMERON, AZ	97451	LORANE, OR
86016	GRAY MOUNTAIN, AZ	97452	LOWELL, OR
86018	FLAGSTAFF, AZ	97463	OAKRIDGE, OR
86018	PARKS, AZ	97466	POWERS, OR
86020	CAMERON, AZ	97473	SCOTTSBURG, OR
86020	THE GAP, AZ	97484	DREW, OR
86021	COLORADO CITY, AZ	97484	TILLER, OR
86023	GRAND CANYON, AZ	97488	FINN ROCK, OR
86023	TUSAYAN, AZ	97488	VIDA, OR
86024	FLAGSTAFF, AZ	97489	LEABURG, OR
86024	HAPPY JACK, AZ	97489	WALTERVILLE, OR
86028	HOLBROOK, AZ	97490	WALTON, OR
86028	PETRIFIED NATIONAL FOREST, AZ	97492	HEMLOCK, OR
86030	HOTEVILLA, AZ	97492	WESTFIR, OR
86031	HOLBROOK, AZ	97497	SUNNY VALLEY, OR
86031	INDIAN WELLS, AZ	97497	WOLF CREEK, OR
86033	BLACK MESA, AZ	97520	ASHLAND, OR
86033	KAYENTA, AZ	97520	LINCOLN, OR
86034	JEDITO, AZ	97536	PROSPECT, OR

86034	KEAMS CANYON, AZ	97536	UNION CREEK, OR
86035	LEUPP, AZ	97539	SHADY COVE, OR
86039	KYKOTSMOVI VILLAGE, AZ	97543	GRANTS PASS, OR
86039	KYKOTSMOVI, AZ	97543	WILDERVILLE, OR
86040	GREENEHAVEN, AZ	97604	CHILOQUIN, OR
86040	PAGE, AZ	97604	CRATER LAKE, OR
86042	FIRST MESA, AZ	97624	CHILOQUIN, OR
86042	POLACCA, AZ	97627	KENO, OR
86043	MISHONGNOVI, AZ	97639	CHILOQUIN, OR
86043	SECOND MESA, AZ	97639	SPRAGUE RIVER, OR
86043	SHONGPOVI, AZ	97731	CHEMULT, OR
86043	TOREVA, AZ	97731	DIAMOND LAKE, OR
86044	TONALEA, AZ	97732	CRANE, OR
86045	TUBA CITY, AZ	97733	CRESCENT LAKE, OR
86046	WILLIAMS, AZ	97733	CRESCENT, OR
86047	DILKON, AZ	97819	BRIDGEPORT, OR
86047	WINSLOW, AZ	97820	CANYON CITY, OR
86053	KAIBITO, AZ	97825	DAYVILLE, OR
86053	TONALEA, AZ	97833	HAINES, OR
86054	SHONTO, AZ	97836	HEPPNER, OR
86054	TONALEA, AZ	97837	HEREFORD, OR
86320	ASHFORK, AZ	97840	OXBOW, OR
86321	BAGDAD, AZ	97843	IONE, OR
86331	JEROME, AZ	97845	JOHN DAY, OR
86332	KIRKLAND, AZ	97850	ISLAND CITY, OR
86335	RIMROCK, AZ	97850	LA GRANDE, OR
86337	SELIGMAN, AZ	97856	FOX, OR
86342	LAKE MONTEZUMA, AZ	97856	LONG CREEK, OR
86343	CROWN KING, AZ	97856	RITTER, OR
86411	HACKBERRY, AZ	97859	MEACHAM, OR
86411	KINGMAN, AZ	97865	MOUNT VERNON, OR
86431	CHLORIDE, AZ	97874	SPRAY, OR
86432	BEAVER DAM, AZ	97884	UNITY, OR
86432	LITTLEFIELD, AZ	97885	WALLOWA, OR
86433	OATMAN, AZ	97902	AROCK, OR
86434	PEACH SPRINGS, AZ	97903	BROGAN, OR
86434	TRUXTON, AZ	97908	IRONSIDE, OR
86437	KINGMAN, AZ	97909	JAMIESON, OR
86437	VALENTINE, AZ	97911	JUNTURA, OR
86441	DOLAN SPRINGS, AZ	97913	NYSSA, OR
86443	TEMPLE BAR MARINA, AZ	97917	RIVERSIDE, OR
86444	MEADVIEW, AZ	98286	SHAW ISLAND, WA

86502	CHAMBERS, AZ	98362	LAKE CRESCENT, WA
86502	WIDE RUINS, AZ	98362	PORT ANGELES, WA
86503	CHINLE, AZ	98566	NEILTON, WA
86503	ROUGH ROCK, AZ	98583	SATSOP, WA
86504	FORT DEFIANCE, AZ	98602	APPLETON, WA
86505	GANADO, AZ	98612	CATHLAMET, WA
86505	GREASEWOOD, AZ	98612	PUGET ISLAND, WA
86505	STEAMBOAT CANYON, AZ	98619	GLENWOOD, WA
86505	TOYEI, AZ	98620	GOLDENDALE, WA
86506	HOUCK, AZ	98637	NAHCOTTA, WA
86507	CHINLE, AZ	98647	SKAMOKAWA, WA
86507	LUKACHUKAI, AZ	98649	TOUTLE, WA
86508	HOUCK, AZ	98650	TROUTLAKE, WA
86508	LUPTON, AZ	98670	KLICKITAT, WA
86510	PINON, AZ	98670	WAHKIACUS, WA
86511	SAINT MICHAELS, AZ	98672	WHITE SALMON, WA
86512	SANDERS, AZ	98826	LEAVENWORTH, WA
86514	RED MESA, AZ	98826	MERRITT, WA
86514	TEEC NOS POS, AZ	98826	PLAIN, WA
86515	WINDOW ROCK, AZ	98826	WINTON, WA
86520	BLUE GAP, AZ	98826	PLAIN, WA
86520	PINON, AZ	98857	WARDEN, WA
86535	DENNEHOTSO, AZ	98940	RONALD, WA
86535	TEEC NOS POS, AZ	99333	HOOPER, WA
86538	CHINLE, AZ	99401	ANATONE, WA

The following zip codes will be subject to a \$125.00 surcharge:

ZIP	CITY
83671	WARREN, ID
83677	YELLOW PINE, ID
92004	BORREGO SPRINGS, CA
92004	BORREGO WELLS, CA
92004	DESERT LODGE, CA
92004	OCOTILLO WELLS, CA
92004	THE NARROWS, CA
92066	RANCHITA, CA
92066	WARNER SPRINGS, CA
97823	CONDON, OR
97920	WESTFALL, OR

The following zip codes will be subject to a \$150.00 surcharge:

ZIP	CITY		ZIP	CITY
59058	MOSBY, MT		82310	RAWLINS, WY
59077	SAND SPRINGS, MT		82310	RAWLINS, WY
59225	FRAZER, MT		82321	BAGGS, WY
59225	LUSTRE, MT		82321	BAGGS, WY
59244	LARSLAN, MT		82323	DIXON, WY
59314	BIDDLE, MT		82323	DIXON, WY
59316	BOYES, MT		82332	SAVERY, WY
59318	BRUSETT, MT		82332	SAVERY, WY
59341	MILDRED, MT		82520	ATLANTIC CITY, WY
59341	FALLON, MT		82520	ETHETE, WY
59354	WILLARD, MT		82520	LANDER, WY
79324	ENOCHS, TX		82520	SOUTH PASS CITY, WY
79735	FORT STOCKTON, TX		82520	SWEETWATER STATION, WY
79772	PECOS, TX		82520	ATLANTIC CITY, WY
79772	VERHALEN, TX		82520	ETHETE, WY
79830	ALPINE, TX		82520	LANDER, WY
79831	ALPINE, TX		82520	SOUTH PASS CITY, WY
79845	PRESIDO, TX		83462	CARMEN, ID
82061	HORSE CREEK, WY		83463	GIBBONSVILLE, ID
82063	JELM, WY		83466	NORTH FORK, ID
82063	LARAMIE, WY		83467	SALMON, ID
82219	JAY EM, WY		83467	BAKER, ID
82222	LANCE CREEK, WY		83467	ELK BEND, ID
82224	LOST SPRINGS, WY		86036	MARBLE CANYON, AZ
82227	KEELINE, WY		89404	DENIO, NV
82227	MANVILLE, WY		89425	OROVADA, NV
82229	SHAWNEE, WY		97406	AGNESS, OR
82242	VAN TASSEL, WY		<b>*84654</b>	SALINA, UT <b>*APPLICABLE TO MINE SITE ONLY</b>
82310	JEFFREY CITY, WY		<b>*89803</b>	ELKO, NV <b>*APPLICABLE TO MINE SITE ONLY</b>

The following zip codes will be subject to a \$200.00 surcharge:

ZIP	CITY		ZIP	CITY
59020	COOKE CITY, MT		93268	TAFT, CA
59311	ALZADA, MT		93271	THREE RIVERS, CA
59324	EKALAKA, MT		93283	WELDON, CA
59324	MILL IRON, MT		93285	WOFFORD HEIGHTS, CA



59332	HAMMOND, MT	93287	WOODY, CA
59345	POWDERVILLE, MT	93519	CANTIL, CA
79053	LAZBUDDIE, TX	93519	MOJAVE, CA
79087	TEXLINE, TX	93531	KEENE, CA
79233	ESTELLINE, TX	93633	GRANT COVE, CA
79236	GUTHRIE, TX	93633	KINGS CANYON NATIONAL PARK, CA
79243	MCADOO, TX	93633	MIRAMONTE, CA
79244	MATADOR, TX	93633	WILSONIA, CA
79248	PADUCAH, TX	93642	MONO HOT SPRINGS, CA
79256	ROARING SPRINGS, TX	93642	SHAVER LAKE, CA
79259	TELL, TX	94516	CANYON, CA
79344	MAPLE, TX	95248	RAIL ROAD FLAT, CA
79832	ALPINE, TX	95311	COULTERVILLE, CA
79832	SUL ROSS, TX	95311	GREELEY HILL, CA
83612	COUNCIL, ID	95321	GROVELAND, CA
83612	FRUITVALE, ID	95321	MATHER, CA
83612	BEAR, ID	95325	HORNITOS, CA
83612	CUPRUM, ID	95329	LA GRANGE, CA
83612	GOODRICH, ID	95369	SNELLING, CA
84741	BIG WATER, UT	95646	KIRKWOOD, CA
84741	CANYON POINT, UT	95646	PIONEER, CA
84741	KANAB, UT	95680	RYDE, CA
86022	FREDONIA, AZ	96011	BIG BEND, CA
86022	JACOB LAKE, AZ	96027	ETNA, CA
89001	ALAMO, NV	96027	SAWYERS BAR, CA
89001	RACHEL, NV	96031	FORKS OF SALMON, CA
89010	DYER, NV	96071	OLD STATION, CA
89310	AUSTIN, NV	96116	LIKELY, CA
93205	BODFISH, CA	96119	MADELINE, CA
93206	BUTTONWILLOW, CA	96123	RAVENDALE, CA
93207	CALIFORNIA HOT SPRINGS, CA	96132	TERMO, CA
93208	CAMP NELSON, CA	96134	NEWELL, CA
93208	SPRINGVILLE, CA	96134	TIONESTA, CA
93220	EDISON, CA	96134	TULELAKE, CA
93224	FELLOWS, CA	97001	ANTELOPE, OR
93226	GLENNVILLE, CA	97001	CLARNO, OR
93237	KAWEAH, CA	97067	WELCHES, OR
93238	KERNVILLE, CA	97067	WEMME, OR
93240	LAKE ISABELLA, CA	97722	BURNS, OR
93240	MOUNTAIN MESA, CA	97722	DIAMOND, OR
93241	LAMONT, CA	97830	FOSSIL, OR

93243	GORMAN, CA	97830	KINZUA, OR
93243	LEBEC, CA	97830	MAYVILLE, OR
93249	LOST HILLS, CA	97880	DALE, OR
93251	MCKITTRICK, CA	97880	UKIAH, OR
93252	MARICOPA, CA	97910	ROME, OR
93254	CUYAMA, CA	97910	JORDAN VALLEY, OR
93254	NEW CUYAMA, CA	98068	SNOQUALMIE, WA
93255	ONYX, CA	98068	SNOQUALMIE PASS, WA
93260	POSEY, CA	98819	CONCONULLY, WA
93262	SEQUOIA NAT'L PARK, CA	98852	STEHEKIN, WA
93265	SPRINGVILLE, CA	<b>*89803</b>	ELKO, NV <b>*APPLICABLE TO MINE SITE ONLY</b>

The following zip code will be subject to a \$250.00 surcharge.

<b>*84542</b>	WELLINGTON, UT <b>*APPLICABLE TO MINE SITE ONLY</b>
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The following zip code will be subject to a \$275.00 surcharge.

<b>*89301</b>	Ely, Curry & Cherry Creek, NV <b>*APPLICABLE TO MINE SITE ONLY</b>
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The following zip codes will be subject to a \$300.00 surcharge.

ZIP	CITY	ZIP	CITY
56711	ANGLE INLET, MN	97636	PAISLEY, OR
65501	JADWIN, MO	97637	PLUSH, OR
79314	BLED SOE, TX	97710	FIELDS, OR
81050	LA JUNTA, CO	97736	FRENCHGLEN, OR
81052	LAMAR, CO	97751	PAULINA, OR
81067	ROCKY FORD, CO	97814	BAKER, OR
81101	ALAMOSA, CO	97814	BAKER CITY, OR
81102	ALAMOSA, CO	97814	KEATING, OR
84329	PARK VALLEY, UT	97814	MEDICAL SPRINGS, OR
86052	FREDONIA, NV	97824	COVE, OR
86052	NORTH RIM, NV	97827	ELGIN, OR
86435	SUPAI, AZ	97828	ENTERPRISE, OR
87824	LUNA, CA	97841	IMBLER, OR
89830	MONTELO, NV	97842	IMNAHA, OR
97037	MAUPIN, OR	97846	JOSEPH, OR
97037	PINE GROVE, OR	97857	LOSTINE, OR
97365	NEW PINE CREEK, OR	97883	UNION, OR
97620	ADEL, OR		

The following zip codes will be subject to a \$350 surcharge.

ZIP	CITY
83604	BRUNEAU, ID
83604	GRASMERE, ID
83604	RIDDLE, ID

### FERRY SURCHARGE

1. On shipments originating at or destined to the following Islands, a Ferry Fee will apply per shipment, see Note 1:

ZIP	CITY	CHARGE
27960	Ocracoke, NC	\$49.50
48028	Harsens Island, MI	\$52.00
98261	Lopez island, WA	CALL FOR RATE
98243	Deer Harbor, WA	CALL FOR RATE
98245	Eastsound, WA	CALL FOR RATE
98279	Olga, WA	CALL FOR RATE
98280	Orcas, WA	CALL FOR RATE
98297	Waldron, WA	CALL FOR RATE
98286	Shaw Island, WA	CALL FOR RATE
98250	Friday Harbor, WA	CALL FOR RATE
98070	Vashion Island, WA	CALL FOR RATE

NOTE 1: This charge applies as follows:

- a. Charge will be shown as a separate item on freight bill.
- b. Charge is subject to NO discount.
- c. Charge is in addition to all other applicable charges

**NEWFOUNDLAND FERRY RECOVERY SURCHARGE**

<b>TO/FROM</b>		<b>CHARGE</b>	<b>WEIGHT</b>
ALL U.S ZIP CODES	NEWFOUNDLAND – A0A-A9Z	\$21.82	1 – 7499 LBS
	Except: Not applicable at postal prefixes A0P, A0R, A2V	\$110.84	7500 – 39999 LBS
<b>FROM</b>	<b>TO</b>	<b>CHARGE</b>	<b>WEIGHT</b>
ALL U.S ZIP CODES	NEWFOUNDLAND – A0A-A9Z	\$377.96	40000 LBS & OVER
	Except: Not applicable at postal prefixes A0P, A0R, A2V		
NEWFOUNDLAND – A0A-A9Z	ALL U.S ZIP CODES	\$189.98	40000 LBS & OVER
Except: Not applicable at postal prefixes A0P, A0R, A2V			

**COASTAL SERVICE AREA SURCHARGE \$10.00**

ZIP	CITY		ZIP	CITY
94508	ANGWIN, CA		95468	POINT ARENA, CA
94515	CALISTOGA, CA		95469	POTTER VALLEY, CA
94559	NAPA, CA		95470	REDWOOD VALLEY, CA
94567	POPE VALLEY, CA		95480	STEWARTS POINT, CA
94573	RUTHERFORD, CA		95482	UKIAH, CA
94922	BODEGA, CA		95485	UPPER LAKE, CA
94923	BODEGA BAY, CA		95488	WESTPORT, CA
94924	BOLINAS, CA		95490	LONGVALE, CA
94924	DOGTOWN, CA		95490	WILLITS, CA
94929	DILLON BEACH, CA		95494	YORKVILLE, CA
94930	FAIRFAX, CA		95497	GUALALA, CA
94937	INVERNESS, CA		95497	SEA RANCH, CA
94938	LAGUNITAS, CA		95497	THE SEA RANCH, CA
94940	MARSHALL, CA		95501	EUREKA, CA
94950	OLEMA, CA		95502	EUREKA, CA
94955	PETALUMA, CA		95503	EUREKA, CA
94956	POINT REYES, CA		95511	ALDEROINT, CA
94970	STINSON BEACH, CA		95514	BLOCKSBURG, CA
94971	TOMALES, CA		95518	ARCATA, CA

94972	VALLEY FORD, CA		95519	ARCATA, CA
94976	CORTE MADERA, CA		95519	MCKINLEYVILLE, CA
95410	ALBION, CA		95521	ARCATA, CA
95412	ANNAPOLIS, CA		95521	MCKINLEYVILLE, CA
95415	BOONVILLE, CA		95524	BAYSIDE, CA
95417	BRANSCOMB, CA		95525	BLUE LAKE, CA
95417	LAYTONVILLE, CA		95526	BRIDGEVILLE, CA
95420	CASPAR, CA		95526	RUTH, CA
95420	FORT BRAGG, CA		95527	BURNT RANCH, CA
95421	CAZADERO, CA		95528	CARLOTTA, CA
95422	CLEARLAKE, CA		95531	CRESCENT CITY, CA
95423	CLEARLAKE OAKS, CA		95532	CRESCENT CITY, CA
95424	CLEARLAKE PARK, CA		95534	CUTTEN, CA
95425	ASTI, CA		95534	EUREKA, CA
95425	CLOVERDALE, CA		95536	FERNDALE, CA
95426	COBB, CA		95537	FIELDS LANDING, CA
95427	COMPTCHE, CA		95538	FORT DICK, CA
95428	COVELO, CA		95538	CRESCENT CITY, CA
95429	DOS RIOS, CA		95540	FORTUNA, CA
95429	WILLITS, CA		95542	GARBERVILLE, CA
95430	DUNCAN MILLS, CA		95543	GASQUET, CA
95432	ELK, CA		95545	HONEYDEW, CA
95435	FINLEY, CA		95546	HOOPA, CA
95436	FORESTVILLE, CA		95547	HYDESVILLE, CA
95436	MIRABEL PARK, CA		95548	KLAMATH, CA
95437	FORT BRAGG, CA		95550	KORBEL, CA
95441	GEYSERVILLE, CA		95551	LOLETA, CA
95442	GLEN ELLEN, CA		95552	MAD RIVER, CA
95443	GLENHAVEN, CA		95553	MIRANDA, CA
95445	GUALALA, CA		95554	MYERS FLAT, CA
95446	GUERNEVILLE, CA		95555	ORICK, CA
95449	HOPLAND, CA		95556	ORLEANS, CA
95450	FORT ROSS, CA		95558	PETROLIA, CA
95450	JENNER, CA		95559	PHILLIPSVILLE, CA
95451	KELSEYVILLE, CA		95560	REDWAY, CA
95453	LAKEPORT, CA		95562	RIO DELL, CA
95454	LAYTONVILLE, CA		95563	SALYER, CA
95456	LITTLE RIVER, CA		95564	SAMOA, CA
95457	LOWER LAKE, CA		95565	SCOTIA, CA
95458	LUCERNE, CA		95567	SMITH RIVER, CA
95459	MANCHESTER, CA		95568	SOMES BAR, CA
95460	MENDOCINA, CA		95570	WESTHAVEN, CA

95461	LOCH LOMOND, CA		95570	TRINIDAD, CA
95461	MIDDLETOWN, CA		95571	WEOTT, CA
95462	MONTE RIO, CA		95573	WILLOW CREEK, CA
95462	RUSSIAN RIVER, CA		95585	LEGGETT, CA
95464	NICE, CA		95587	PIERCY, CA
95465	OCCIDENTAL, CA		95589	WHITETHORN, CA
95466	PHILO, CA			

**ARBITRARY CHARGES  
(North Dakota)**

On shipments originating at or destined to Zip Code 587 or 588 prefix an additional charge of \$35.00 per shipment will apply, see Note 1.

NOTE 1: This charge applies as follows:

- a. Charge will be shown as a separate entry on freight bill.
- b. Charge is subject to NO discount.

Charge is in addition to all other applicable charges

**ARBITRARY CHARGES  
(NEW YORK CITY)**

On shipments originating at or destined to New York Zip Codes 10001, 10002, 10003, 10004, 10005, 10006, 10007, 10008, 10009, 10010, 10011, 10012, 10013, 10014, 10016, 10017, 10018, 10019, 10020, 10021, 10022, 10023, 10024, 10025, 10026, 10027, 10028, 10029, 10030, 10031, 10032, 10033, 10034, 10035, 10036, 10037, 10038, 10039, 10040, 10041, 10048, 10055, 10065, 10075, 10101, 10103, 10104, 10105, 10106, 10107, 10108, 10110, 10111, 10112, 10113, 10116, 10118, 10119, 10120, 10121, 10122, 10123, 10128, 10150, 10151, 10152, 10153, 10154, 10155, 10158, 10159, 10162, 10165, 10166, 10167, 10168, 10169, 10170, 10171, 10172, 10173, 10174, 10175, 10176, 10177, 10178, 10199, 10203, 10249, 10256, 10268, 10270, 10271, 10274, 10276, 10278, 10279, 10280, 10281, 10282, and 10286 an additional charge of **\$65.00** per shipment will apply, see Note 1.

NOTE 1: This charge applies as follows:

- a. Charge will be shown as a separate entry on freight bill.
- b. Charge is subject to NO discount.
- c. Charge is in addition to all other applicable charges.

### ARBITRARY CHARGES

(Point Roberts, WA)

On shipments originating at or destined to Point Roberts, WA (zip code 98281) an arbitrary charge will apply. Call for Rate.

NOTE 1: This charge applies as follows:

- a. Charge will be shown as a separate item on freight bill.
- b. Charge is subject to NO discount.
- c. Charge is in addition to all other applicable charges

### OIL SANDS SITE DELIVERY CHARGES

FROM	TO		CHARGE
FORT MCMURRAY, AB T9J, T9H, T9K	Albian Sand Site (Shell Site )	AB	\$ 130.00
	Anzac Lodge	AB	\$ 200.00
	Anzac Town	AB	\$ 200.00
	Athabaska Lodge	AB	\$ 320.00
	Beaver River Executive Lodge (BREL)	AB	\$ 320.00
	BP North Camp	AB	\$ 400.00
	BP Terre de Grace	AB	\$ 400.00
	Caribou Energy Park	AB	\$ -
	Cenovus	AB	\$ 360.00
	Christina Lake	AB	\$ 575.00
	CNRL Horizon (Canadian Natural Resources LTD)	AB	\$ 175.00
	CNRL (Richardson Project)	AB	\$ 175.00
	Conklin (Gold Project)	AB	\$ 520.00
	Conklin (Town)	AB	\$ 480.00
	Conklin Lodge	AB	\$ 480.00
	Connarcher	AB	\$ 360.00

Conoco Phillips Completions	AB	\$ 360.00
Deer Creek Site	AB	\$ 360.00
Fort Hills Site	AB	\$ 165.00
Fort McKay First Nation	AB	\$ -
Fort McKay Industrial Park	AB	\$ -
Grizzly Oil Sands	AB	\$ 240.00
Hammerstone Site	AB	\$ 240.00
Hangingstone site	AB	\$ 160.00
Henday Lodge	AB	\$ 995.00
Husky Sunrise Oil Sands Site	AB	\$ 275.00
Husky Sunrise Camp (wapasu creek lodge)	AB	\$ 600.00
Jack Pine (Shell Site)	AB	\$ 360.00
Japan Oil Sands Site	AB	\$ 247.50
Josylen Creek Site	AB	\$ 247.50
Kearl Lake	AB	\$ 295.00
KKD - Waddell	AB	\$ 240.00
Lac La Biche	AB	\$ 600.00
Long Lake OPTI Nexen Site	AB	\$ 220.00
Mariana Lodge	AB	\$ 240.00
Mildred Lake	AB	\$ 130.00
Northland Forest Site	AB	\$ 120.00
Pebble Beach Lodge	AB	\$ 995.00
Petro Canada (McKay River)	AB	\$ 360.00
PTI Beaver Lodge Site	AB	\$ 240.00
PTI Lodge Site	AB	\$ 240.00
Ruth Lake	AB	\$ 135.00
Saprea Creek	AB	\$ 150.00
Suncor (Fire Bag)	AB	\$ 295.00
Suncor (Fort Hills)	AB	\$ 165.00
Suncor (Tar Island/Main Plant)	AB	\$ 160.00
Syncrude (Aurora Mine)	AB	\$ 360.00
Syncrude (Main Site)	AB	\$ 240.00
Wapasu Creek Lodge (Main)	AB	\$ 995.00
Wapasu Lodge (East)	AB	\$ 995.00
Wapasu Lodge (West)	AB	\$ 995.00

[BACK TO CONTENTS](#)



**ITEM 752**

**DELIVERY SERVICE**

**(See NOTE C)**

Shipments delivered to mines (See NOTE A) will, in addition to all other applicable charges be subject to the following charges:

LTL or AQ Shipments..... \$ **1.29** per cwt.  
TL Shipments (See NOTE B)..... \$ **.87** per cwt.  
Minimum Delivery Charge..... \$ **53.72** per shipment.

NOTE A--The term "mines" means the site of any pit, excavation shaft or deposit at which coal, ore or minerals are, have been or will be extracted. Such site or "mines" shall include the entire property upon which the mine is located, and delivery to any facility (such as mine warehouses, mine deposits, mine supply houses, mine tipples or similar receiving facilities) located on such property will be considered as delivery to a mine.

NOTE B--Applies on actual weight or truckload minimum weight, whichever is greater.

NOTE C--On shipments involving stop-offs, charges apply to each portion of the shipment delivered to a mine.

[BACK TO CONTENTS](#)

## ITEM 753

### PRIVATE RESIDENCE or LIMITED ACCESS DELIVERY or PICKUP

A private residence or limited access delivery is considered a higher cost delivery or pickup event related to residential locations , or locations with reduced or difficult access for the carrier due to lack of cost effective receiving facilities (docks) or impacted by its geographical location, building structure , or unusual conditions related to delivery or pickup performance imposed on the carrier. The following defines most (not all) delivery or pickup locations that are considered to be covered in this Item:

- Private Residence location not open to the walk in public during normal business hours
  - Farms and Ranches
  - Camp Sites
  - Apartment, Condominium or Dormitory complexes
  - Schools and Colleges
  - Self – Storage ( mini storage ) facilities
  - Churches, Rectories or Convents
  - Construction Sites
  - Nursing Homes
  - Golf Courses, Marinas , Yacht Clubs , Ski areas
  - Prisons
  - Fair and Carnivals
  - Military Bases
  - Mine Sites , Lumber or Grain Milling facilities, or the like remotely located facilities not otherwise identified in Day&Ross Item 751-10 ( High Cost Service Areas)
1. Shipments to be delivered or picked up for a Private Residence or Limited Access delivery as defined above shall be assessed a charge of **\$8.64** /CWT subject to a minimum of **\$126.14** per shipment and a maximum of **\$855.62** per shipment. All charges will be assessed to the payor of the freight charges.
  2. Delivery shall constitute providing receipt of the goods to the consignee to an area reasonably adjacent to the truck that provides protection of the goods from the elements. Requests by the consignee to provide delivery beyond this area may constitute an Inside Delivery as found in Item 566. Inside Delivery charges ( if applicable) shall be in addition to the charges found in this Item 753.
  3. The charges found in this Item 753 include contacting the Consignee for the purposes of establishing an Appointment or providing Call Notification before delivery. However, Storage Charges as found in Item 910 shall apply after applicable free time has elapsed if the carrier is unable to contact the consignee to arrange delivery.
  4. If carrier attempts delivery (after agreed arrangements with the consignee have been made) and no one is available ( not home etc), applicable Redelivery Charges will apply per Item 830 on the subsequent redelivery. In addition, required efforts to establish a new Appointment will result in a \$36.05 Appointment / Call Notification Fee as found in Item 647.
  5. If the consignee elects to pickup the freight from the carrier's destination delivery terminal, charges as found in Note #1 above shall not apply.

[BACK TO CONTENTS](#)

**ITEM 754**

**PICKUP OR DELIVERY--SATURDAYS, SUNDAYS OR HOLIDAYS**

1. When consignor or consignee requests carrier to pick-up or deliver freight on Saturdays, Sundays or Holidays such service will be subject to charges as follows:  
**\$605.77 per man per day, such charge shall be in addition to all other applicable charges.**
2. Time shall be computed upon notification of the driver to the responsible representative of the consignor or consignee that the vehicle is available for loading or unloading at premises of consignor or consignee, and shall end upon completion of loading or unloading and receipt by driver of signed bill of lading or receipt for delivery.
3. Consignor or consignee may request carrier to place or pick up an empty trailer (vehicle without power unit) on Saturdays, Sundays or Holidays even though the actual pickup and/or delivery of freight may occur on a day other than Saturdays, Sundays or Holidays. The charge for this service will be **\$605.77** per man per day. Carrier is not obligated to furnish pickup or delivery service on Saturdays, Sundays or Holidays.
4. The charge for services provided will be assessed against party requesting the service.

NOTE A--The term "Holiday" means:

Christmas Day, Independence Day, Labor Day, New Years Day, Thanksgiving Day, or any other day generally observed as a holiday by the carrier at the point where the service is performed. When the holiday falls on a Saturday, the previous Friday will be considered as a holiday, and then the holiday falls on a Sunday, the following Monday will be considered as a holiday. If a delivery date is specified on the bill of lading or the shipping order and it is a Saturday, Sunday or Holiday, such document must also indicate that the date is in fact a Saturday, Sunday or Holiday.

[BACK TO CONTENTS](#)

**ITEM 755**

**PICKUP AND DELIVERY, LOADING AND UNLOADING AT PIERS OR WHARVES  
AT BATON ROUGE, LA, GULFPORT, MS, MOBILE, AL, NEW ORLEANS, LA AND  
PASCAGOULA, MS (See NOTES A, B and C)**

Rates and charges in tariffs governed by this tariff include one pickup and loading and/or delivery and unloading of a shipment by the carrier at one place, subject to the following provisions:

1. PICKUP AND DELIVERY:

The carrier will set a vehicle or vehicles at the pickup or delivery site designated.

2. LOADING AND UNLOADING:

Except as provided in Paragraph 3, articles in a single container, packing or shipping forms weighing less than 100 pounds will be loaded and/or unloaded at the expense of the carrier. Articles in a single container, packing or shipping form weighing 100 pounds or more shall be loaded and/or unloaded by, or at the expense of, the consignor or consignee. If the consignor or consignee does not perform the loading or unloading, the services will be performed by the carrier at an additional lift or loading charge of **\$1.75** per 100 pounds (subject to a minimum charge per shipment of **\$136.70**) for each service. These charges will be in addition to all other charges applicable to the shipment.

3. Loading and/or unloading of all shipments at Mobile, AL shall be performed by, or at the expense of, the consignor or consignee. If the consignor or consignee does not perform the loading and/or unloading, the services will be performed by the carrier at a charge of **\$1.75** per 100 pounds (subject to a minimum charge per shipment of **\$56.05**) for each service. These charges will be in addition to all other charges applicable to the shipment.

4. Articles which cannot be handled by ordinary equipment and require the service of a crane or other special equipment to load or unload shall be loaded and/or unloaded by the consignor or consignee; or the carrier, if required, will perform the service at an additional charge equal to the exact expense incurred by the carrier for such loading or unloading.

NOTE A--The terms "Piers" or "Wharves" as used in this item include Gulf Outports (Gulf Outports, U.S. Army; Naval Support Activity; Panama Canal Company).

NOTE B--When unloading arrangements have been made by the consignor consignee or an agent, other than the motor carrier, the following notation, or words to the same effect, must be on the bill of lading at the time of pickup:

"Arrangements for unloading at piers or wharves made directly by consignor or consignee."

NOTE C--The New Orleans, LA terminal area consists of the following points and places in Louisiana:

Algiers	Jefferson Heights	New Orleans A.F.B.
Arabi	Kenner	Norco
Avondale	McDonoughville	Oak Point
Belle Chasse	Marrero	Port Chalmette
Braithwaite	Meraux	St. Rose
Bridge City	Metairie	Shrewsbury
Camp Leroy Johnson	Michoud	Southport
Chalmette	Moisant International	Three Oaks
Good Hope	Airport	Versailles
Gretna	Naval Ammunition Depot	Waggaman
Harahan	(near Belle Chasse)	Westwego
Harvey	New Home	
Jefferson	New Orleans	

[BACK TO CONTENTS](#)

**ITEM 765**

**PRECEDENCE (PRIORITY) OF RATES--AQ, LTL AND TRUCKLOAD OR VOL COMMODITY OR COLUMN  
COMMODITY**

**(Exception to Item 765 of the NMF Series)**

1. The provision of Item 765 of the NMF Series will apply and in addition:

Unless otherwise provided, when a pricing program is published in this tariff or in any other tariffs published by carrier, such pricing program will be applied in the following order or precedence:

**A. FOR OUTBOUND PREPAID SHIPMENTS:**

1. A pricing program published for the account of the Shipper will take precedence over all other pricing programs.

**B. FOR OUTBOUND COLLECT SHIPMENTS:**

1. An inbound collect pricing program published for the account of the consignee will take precedence over all other pricing programs.
2. If there is no inbound collect pricing program published for the account of the consignee, the outbound collect pricing program published for the account of the Shipper will apply, unless the Shipper's pricing program does not apply on outbound collect shipments.

**C. FOR INBOUND COLLECT SHIPMENTS:**

1. The inbound collect pricing program published for the account of the consignee will take precedence over all other pricing programs.
2. If there is no inbound collect pricing program published for the account of the consignee, the outbound collect pricing program published for the account of the Shipper will apply, if applicable.

**D. FOR THIRD PARTY SHIPMENTS (applies when bill of lading indicates a party other than the Shipper, Consignee, or Shipper or Consignee's freight payment processor as the payor of the freight charges)**

1. A pricing program published for the account of the Third Party payor will take precedence over all other pricing programs.
2. A Third Party Payor pricing program will apply only when the Third Party Payor is neither the Shipper nor the Consignee.
3. All Third Party Payor shipments must be prepaid.
4. When the Bill of Lading shows freight terms as prepaid and instruction for Third Party Billing, and the Third Party Payor is the same as the consignee, the terms will be changed to Collect, billing the consignee.

2. For the purpose of applying this item, the following terms are defined as designated:

- A. Shipper or Consignor – The party shown on the bill of lading at time of pickup as the Shipper of the goods.
- B. Consignee - The party shown on the bill of lading at time of pickup as the Shipper of the goods.
- C. Third party Payor – The party shown on the bill of lading as the payor of the freight charges who is neither the Shipper nor the Consignee, nor the freight payment processor of either the Shipper or the Consignee.
- D. Freight Payment Processor (commonly referred to as "Bill-To") – A bank or freight payment agency designated to pay the freight charges on behalf of the Shipper, Consignee or Third Party Payor.
- E. Pricing Program – Any program created to apply in lieu of the Carrier's full actual class rates and charges as published in DAYR 505 series tariff.

[BACK TO CONTENTS](#)

**ITEM 766**

**PRECEDENCE (PRIORITY) OF RULES**

Where a rule is published in this tariff covering the same service as a rule published in National Motor Freight Classification NMF 100 series, such rule published herein, to the extent of its application will apply in lieu of the rule published in National Motor Freight Classification NMF 100 series.

Where a rule in a tariff or schedule governed by this tariff covers the same matter as a rule in this tariff, such rule in the tariff or schedule governed by this tariff will apply in lieu of the rule in this tariff.

A rule in this tariff covering the same matter as a rule in a tariff not published by DAYR, but in which DAYR is a participant, will apply in lieu of the rule in the tariff not published by DAYR.

[BACK TO CONTENTS](#)

**ITEM 767**

**PRELODGING (PRIOR DELIVERY) OF FREIGHT BILLS**

When the consignee requires delivery of the freight bill prior to delivery of a shipment, a charge of **\$41.83** per shipment will apply, subject to a maximum charge of **\$252.50** for each delivery of freight bills.

[BACK TO CONTENTS](#)

## **ITEM 769**

### **PREPAYMENT OR GUARANTEE OF CHARGES**

Except as provided, shipments will be accepted subject to the following provisions:

1. A prepaid shipment is one on which the charges for transportation service rendered at the request of the consignor, including charges for any accessorial services performed at the request of the consignor are to be paid by the shipper.
2. A collect shipment is one which the charges for transportation service, including accessorial services rendered at the request of the consignee, or requested by the consignor for the consignee, are to be paid for by the consignee.
3. A shipment on which charges are to be paid by a party other than the consignor or consignee will be accepted provided that the consignor has established credit with the carrier picking up the shipment at origin and guarantees to pay the charges if the third party fails to do so within the time allowed under the credit regulations or state regulatory commission. Such a shipment will not be accepted if the consignor executes Section 7 of the bill of lading.
4. If, in the judgement of the carrier picking up a shipment at origin, the forced sale of the goods would not realize the total charges due at destination, the shipment must be prepaid.
5. If a shipment is required by Paragraph 4 hereof or by any provisions of this classification to be prepaid, it will be accepted on a collect basis if the consignor has established credit with the carrier picking up the shipment at origin, and the consignor guarantees to pay the charges if the consignee fails to do so within the time allowed under credit regulations or state regulatory commission. Such a shipment will not be accepted as a collect shipment if the consignor executes Section 7 of the bill of lading.

[BACK TO CONTENTS](#)



**ITEM 770****PREPAYMENT**

When combination of rates and/or charges are applicable, combination of rates and/or charges will be computed over the point or points of actual interchange (points where the freight will be physically interchanged from one carrier to another carrier) and must be prepaid through to destination. (See NOTES A and B)

Freight charges must be prepaid on all shipments consigned to or care of amusement parks, trade shows, traveling shows, chautauquas, fairs or exhibitions.

All freight and accessorial charges on all shipments consigned to state, county, or local Government bodies or agencies, including schools, must be prepaid or guaranteed.

NOTE A--Not applicable on shipments moving under government bills of lading.

NOTE B--The prepaid requirements of this paragraph will not apply on shipments moving from or to points in AK, Canada or Islamorada, FL, Key West, FL or Marathon, FL.

[BACK TO CONTENTS](#)

**ITEM 771**

**PREPAYMENT OR COLLECTION  
SHIPMENTS DESTINED TO CHARLESTON, SC,  
ELIZABETH-PORT AUTHORITY MARINE TERMINAL, NJ, JACKSONVILLE, FL,  
PORT NEWARK, NJ AND BALTIMORE, MD, FOR SUBSEQUENT FORWARDING TO  
PUERTO RICO OR FROM PUERTO RICO RECEIVED AT CHARLESTON, SC,  
ELIZABETH-PORT AUTHORITY PIERS, NJ, JACKSONVILLE, FL,  
PORT NEWARK, NJ AND BALTIMORE, MD**

1. All freight charges on shipments destined to Charleston, SC, Elizabeth-Port Authority Marine Terminal, NJ, Jacksonville, FL, Port Newark, NJ and Baltimore, MD, for subsequent forwarding to Puerto Rico must be prepaid except as provided in Paragraph 2.
2. Shipments to Charleston, SC, Elizabeth-Port Authority Marine Terminal, NJ, Jacksonville, FL, Port Newark, NJ and Baltimore, MD, for subsequent forwarding to Puerto Rico may be handled "Freight Charges Collect" when the Bills of Lading and Shipping orders shown in the body thereof the name and address of the broker, agent, or party from whom the charges are to be collected, providing such broker, agent or party is located in the United States; or when such charges are guaranteed by the shipper and so noted on the Bill of Lading.
3. All freight charges on shipments from Puerto Rico received at Charleston, SC, Elizabeth-Port Authority Marine Terminal, NJ, Jacksonville, FL, Port Newark, NJ, and Baltimore, MD, must move collect except as provided in Paragraph 4.
4. Shipments received at Charleston, SC, Elizabeth-Port Authority Marine Terminal, NJ, Jacksonville, FL, Port Newark, NJ and Baltimore, MD, may be handled "Prepaid" when the Bills of Lading and Shipping Orders shown in the body thereof the name and address of the broker, agent or party from whom the charges are to be collected; providing such broker, agent or party is located in the United States.

[BACK TO CONTENTS](#)

**ITEM 772**

**PREPAYMENT OR COLLECTION OF FREIGHT CHARGES ON EXPORT SHIPMENTS**

**(See NOTE A)**

1. Except to the extent shown in Paragraph 2 and Item 771, all freight charges on shipments for export must be prepaid. Paragraph 2 of Item 769 shall not apply.
2. Except when to points in FL, shipments for export may be handled "Freight Charges Collect" when charges are guaranteed by the shipper or when the Bills of Lading and Shipping Orders shown in the body thereof, the name and address of the broker, agent or party from whom the charges are to be collected, provided such broker, agent or party is located in the United States.

NOTE A--The provisions of this item will not apply on shipments moving on Government Bills of Lading, nor on traffic destined to points in Canada.

[BACK TO CONTENTS](#)

## ITEM 780

### PROHIBITED OR RESTRICTED ARTICLES

This list outlines Restricted Articles on Transborder LTL shipments in our Partnership with R+L. This list applies to shipments moving on Day & Ross equipment or within Supply Chain Services, unless defined as (prohibited with R+L only).

- Alcohol or spirit
- Ammunition
- Animals/Fish-mounted/stuffed/alive/dead/ashes of wildlife of any kind
- Antiques
- Artwork (Paintings, sculptures, statues, etc.)
- Carbon Black
- Coins or Currency
- Collections (Stamps, money, cards, etc.)
- Crates of Sheet Glass/Windshields (do not handle unless crated and packaged to stand on their own)
- Dangerous Goods/Hazardous Materials (we do not handle class 1.1, 1.2, 1.3, 2.3, 5.2 that requires temp control, 6, 7 & 9 or Nitrocellulose class 3 or 4.1 (AKA guncotton))
- Explosives – we cannot haul class 1.1, 1.2, 1.3.
- Infectious substances
- Firearms
- Frozen and Refrigerated LTL shipments
- Food Products – that indicate 'protect from freezing'
- Garage/Overhead Doors
- Glass – sheets (refer to 'crates of sheet glass')
- Granite/Marble sheets
- Hazardous waste (in any class 1 through 9)
- HAZMAT – see Dangerous Goods
- Human Remains/bodies/body parts/ashes
- Jewelry, Precious Metals or similar valuables (except costume jewelry)
- Negotiable Instrument - Any document guaranteeing the payment of a specific amount of money, either on demand, or at a set time.
- Over-length - freight longer than 20' in length or greater than 20,000 lbs (see 'volume shipments')
- Original Manuscripts, Drawings, Audio Video Recordings, Micro Film or Fiche, Magnetic Tapes or Originals (or which no other copy exists)
- Personal Effects or Used Household Goods, Including appliances and furniture when coming to/from a residential address \*\*\*DAY AND ROSS **DOES NOT** HANDLE\*\*\* Exception :RCMP, military personnel.
- Pianos
- Plants
- Pool Tables
- Radioactive Materials
- Tobacco Products
- Uncrated Machinery (New or used, unless moved at Shippers risk of damage with no declared value)
- Weight – shipments cannot exceed the capacity of the equipment available to handle said shipment. Verify with receiving terminal for a shipment which exceeds regular forklift capacity - in most cases 4000 lbs per handling unit.

- Vehicles – motorcycles, ATV's, Scooters, trailers, snowmobiles, cars, truck, boats, or any type of vehicle that must adhere to US or Canadian DOT import/export requirements

\*\*\*for additional information –contact Transborder Operations @ 866-407-5257, or your local Terminal management team\*\*\*\*

[BACK TO CONTENTS](#)

## ITEM 810

### PROTECTIVE SERVICE--HEATER SERVICE

When consignor/consignee requests a shipment be protected from freezing, the following charges and provisions will apply:

1. The following services will not be performed for shipments requiring protection from freezing:
  - Appointment Delivery
  - Order Notify
  - COD
  - In Bond
2. Charges will be **18%** of freight charges, subject to a minimum charge of **\$37.87** per shipment in addition to the otherwise applicable rates and charges.
3. PROTECTION FROM FREEZING SERVICE will only be provided when:
  - Suitable equipment is available
  - The outside temperature is above 10 degrees Fahrenheit for shipments moving in all standard lanes.
  - Consignor endorses the bill of lading —protect from freezing, or words of similar purport. Such markings will be on each package when shipment weighs less than 6,000 lbs.
  - The commodities being shipped have a freezing point of 32 degrees or less.
4. PROTECTION FROM FREEZING SERVICE may be withdrawn at carrier's discretion due to current or predicted weather conditions within all or parts of its service area.
5. Carrier will at its discretion not accept and store shipments requiring protection from freezing over weekends or holiday periods.
6. Due to the possible need to re-direct shipments requiring protection from freezing to warmer routes, shipments requiring protection from freezing are not subject to carrier's standard published transit times.
7. Carrier provides limited protective services and therefore assumes no liability for damage to perishable commodities, including but not limited to wilting, freezing, heat damage, burning, disease, and any and all damage related to the perishable nature of the commodity or commodities which may occur while the shipment is in the carrier's possession.

[BACK TO CONTENTS](#)

**ITEM 812**

**SIGNATURE SECURITY SERVICE (SSS)**

**(This item applies only on local (single line) traffic.)**

1. DEFINITION: A service designed to provide continuous responsibility for the custody of shipments in transit, so named because a signature and tally record is required from each person responsible for the proper handling of the shipment at specified stages of its transit from origin to destination. Each person responsible for the shipment whereon this service is requested will sign a written record of receipt while such shipment is in possession of the carrier or his agent, and carrier or his agent will secure signature for such written record of receipt from consignee or his agent.
2. ANNOTATION:
  - (a) Shipper or his agent must place and sign the following annotation of the Bill of Lading:  
Signature Security Service Requested.  

DATE	SIGNED	TITLE
------	--------	-------
  - (b) In the event special circumstances require telephone notice to consignor, Government Bill of Lading will be annotated: "Call consignor (commercial area code and telephone number) collect at any time of day from each point where signature and tally service are to be provided".
3. FORM REQUIRED:

Department of Defense Form 1907, Signature and Tally Record, or similar shipper supplied form, provided by the shipper, will be used to obtain the signature and tally record.

  - (a) When SSS is requested by the shipper and the signature and tally record is furnished, carrier or his agent will require each person responsible for the shipment such as the terminal manager, pickup, delivery and road drivers, and dock foreman to personally sign the signature and tally record and will secure signature in the space provided on the form from the consignee or his agent on delivery.
  - (b) The initial signature on the Department of Defense Form 1907 should be the same as that of the carrier's agent on the Government Bill of Lading.
  - (c) In terminal areas, the vehicle containing the SSS shipment must be under the control of the last person signing the Department of Defense Form 1907.
4. BASIS OF CHARGES: In addition to all rates and charges for transportation, shipments on which "Signature Security Service" is provided at shipper's request will be subject to a charge of **\$4.50** per 100 pounds with a minimum charge per shipment of **\$99.40** and a maximum charge of **\$298.21** per shipment or **\$298.21** per vehicle, if more than one vehicle is used to transport the shipment.

[BACK TO CONTENTS](#)

## ITEM 820

### RECONSIGNMENT OR DIVERSION

1. When shipment is at carrier's service center at point of origin and consignor/consignee requests the shipment be reconsigned/diverted by making a change in consignee's name, place of delivery and/or in the destination point, the following charge will apply:
  - A. **\$75.24** per shipment plus linehaul charges from origin to final destination.
    1. Applicable only if shipment has not been loaded onto linehaul trailer/doubles, or if shipment has not left origin service center point in cases where shipment is not transferred to linehaul trailer/doubles.
2. When shipment is at carrier's service center at point of origin and consignor or owner of the goods requests the shipment be returned (relinquished) to the original place of shipment or delivered to another carrier, the following charge will apply:
  - A. Prior to Delivery, **\$4.66** cwt., subject to a minimum charge of **\$46.32**. Maximum charge will be **\$601.23** per trailer, per shipment.
    1. Applicable only if shipment has not been loaded onto linehaul trailer/doubles, or if shipment has not left origin service center point in cases where shipment is not transferred to linehaul trailer/doubles.
3. When, except as provided in paragraphs 1 & 2, consignor or owner of the goods requests a shipment be reconsigned/diverted by making a change in consignee's name, place of delivery and/or in the destination point, the following provisions will apply:
  - A. When consignee's name is changed, but place of delivery is not changed:
    1. Prior to Delivery, **\$75.24** per shipment plus linehaul charges from origin to final destination.
    2. After tender of Delivery when redelivery is requested or required, **\$4.66** cwt., subject to minimum charge of **\$46.32** and a maximum charge of **\$601.23** per trailer, per shipment, plus linehaul charges from origin to final destination.
  - B. When place of delivery is changed and carrier services both original and new destination point by the same service center:
    1. Prior to Delivery, **\$75.24** per shipment plus linehaul charges from origin to final destination.
    2. After tender of Delivery, **\$4.66** cwt., subject to a minimum charge of **\$76.45** and a maximum charge of **\$601.23** per trailer, per shipment, plus linehaul charges from origin to final destination.
  - C. When destination point is changed, and carrier services both original and new destination points by different service centers:
    1. Prior to Delivery, applicable rates and charges to and from the reconsignment point.
    2. After Tender of Delivery, applicable rates and charges to and from the reconsignment point, but not less than the through rate from original origin to original destination point.
  - D. When consignor/consignee accepts shipment at carrier's service center located at reconsignment point or when origin carrier relinquishes to another carrier at origin carrier's service center located at reconsignment point:
    1. Prior to Delivery, **\$5.38** cwt., subject to a minimum charge of **\$46.32**, plus applicable rates from origin to reconsignment point.
    2. After Tender of Delivery, **\$4.66** cwt., subject to a minimum charge of **\$46.32** and a maximum charge of **\$601.23** per trailer, per shipment, plus rates from origin to reconsignment point.
4. When, prior to pickup or receipt of shipment, instructions are received by the originating carrier to reconsign a shipment, and shipment is accompanied by a through bill of lading, the following provisions and charges will apply:
  - A. Instructions to carrier must be received by originating service center.
  - B. Carrier will accept the shipment when tendered by the party in possession of the shipment.
  - C. Carrier will issue a receipt therefore (not a bill of lading) to the party tendering the shipment.
  - D. Carrier will execute the bill of lading for the through shipment.
  - E. A flat charge of **\$46.32** per shipment plus linehaul charges from origin to final destination will apply.
5. Except as provided in Paragraph 1 and 2 herein, prior to delivery shall apply only when carrier receives request for RECONSIGNMENT before shipment has been loaded onto delivery trailer/doubles or before the shipment has been dispatched for delivery.



6. Carrier will make a diligent effort to execute a request for RECONSIGNMENT, but will not be responsible if such service is not effected.
7. Charges as found in [Item 580](#) (MARKING OR TAGGING FREIGHT) will not apply on shipments subject to this item.

[BACK TO CONTENTS](#)

**ITEM 830**

**REDELIVERY**

**(See NOTE A)**

1. When a shipment is tendered for delivery, and through no fault of the carrier the shipment cannot be delivered, no further tenders will be made, except upon request.
2. If one or more additional tenders of the shipment are made at consignee's place, a charge of **\$8.17** per 100 pounds, subject to a minimum charge of **\$80.73** and a maximum charge of **\$970.30** per shipment or per vehicle if more than one vehicle is used in the transport of the shipment, will be made for each additional tender.
3. All charges accruing under the provisions of this item must be paid, or guaranteed to the satisfaction of the carrier, by the party requesting this service before the shipment is redelivered.

NOTE A--On LTL shipments, if the consignee cannot guarantee that physical unloading will commence within 30 minutes of the time that carrier's representative advises consignee that the shipment(s) is (are) available for delivery, then the shipment(s) will be considered refused through no fault of the carrier.

[BACK TO CONTENTS](#)

**ITEM 845**

**REFERENCE TO TARIFFS, CLASSIFICATIONS OR PORTIONS THEREOF**

Where reference is made to tariffs, classifications or portions thereof, such reference will include amendments to or successive issues of such tariffs, classifications or portions thereof.

[BACK TO CONTENTS](#)

ITEM 848

**RELEASED VALUE--CARRIER LIABILITY COVERAGE  
CARRIER LIABILITY**

1. In lieu of the valuation indicated in the NMFC, valuation, rates and charges on used or reconditioned articles will apply when the consignor declares no value or declares an actual or released value of 50 cents or less per pound on the original bill of lading:

A. Apply 100 percent of the otherwise applicable class rates and/or minimum charge less applicable discounts, if any, as published in tariffs subject to this item.

B. Carrier's maximum liability shall not exceed 50 cents per pound on used or reconditioned articles.

When consignor declares an actual or released value exceeding 50 cents per pound for used or reconditioned articles on the original bill of lading carrier liability shall be specifically limited to 50 cents per pound and provisions of Item 2 below shall be considered as not applicable.

2. If the declared, actual or released value exceeds \$25.00 U.S. per pound, the carrier's maximum liability shall be limited to \$25.00 U.S. per pound per package or \$100,000 U.S. per incident, whichever is lower, for shipments from U.S. to Canada. For shipments from Canada to U.S. shall have a maximum liability of \$2.00 CDN per pound computed on the weight of the shipment subject to a maximum liability of \$50,000 per incident, unless otherwise specifically provided for in the Day&Ross account tariff publication. Any notation on the bill of lading indicating declared, actual or released value in excess of these identified limits of liability will not increase the carrier's liability at any time. On shipments to or from the US and Canada Day&Ross does not offer, does not charge for and will not be responsible for excess liability coverage notations on the bill of lading.

3. Carrier's maximum liability shall be actual cost of goods supported by certified copy of original invoice not to exceed \$25.00 U.S. per pound per package or \$100,000 U.S. per incident, whichever is lower, for shipments from U.S. to Canada and \$2.00 CDN per pound \$100,000 per incident for shipments from Canada to U.S. Items described in the NMFC and shipped under released value provisions will be subject to the maximum released value depending on class listed at the time of shipment. When a Freight All Kinds (FAK) class or an exception class rating is provided in any tariff governed by the provisions of this tariff for a commodity that has available declared or released value provisions in the NMFC to obtain a lower class, the commodities are released to the lowest declared or released value provided in the NMFC regardless of the shipment weight or whether rated truckload, LTL, minimum charge, or absolute minimum charge. Carrier shall not be liable for any loss or damage to a shipment or for any delay caused by an act of God, the public enemy, the authority of law, the inherent vice of the goods, or the act or default of Shipper. The burden to prove freedom from negligence is on the Carrier or the party in possession.

A. When the NMFC offers the consignor the option to declare an actual, declared or released value on the Bill of Lading, and such valuation is NOT declared by the consignor and the shipment is inadvertently accepted by carrier, the provisions referencing the lowest actual, declared or released valuation will apply and carrier's liability shall not exceed that valuation.

B. Corrected bills of lading or letters of authority to add or change the valuation will not be accepted.

C. On shipments originating in the U.S. and destined to the Republic of Mexico, the U.S. carrier will be liable for the —full, actual value of the commodities (subject to the provisions in Paragraph 2), until such time as the shipment is delivered to the U.S. broker.

D. On shipments originating in the Republic of Mexico and destined to the U.S., the U.S. carrier will be liable for the —full, actual value of the commodities (subject to the provisions of Paragraph 2), from the time of receipt of the shipment from the U.S. broker until delivered to the U.S. consignee.

E. There will be no carrier provided cargo liability coverage for shipments moving between the Mexico origin/destination(s), and the U.S. broker.

F. Movement of property as part of a continuous movement which has been or will be transported by an air carrier or a foreign air carrier is subject to a maximum liability of \$.50 per pound per piece.

4. Carrier's liability for loss or damage to any article(s) or part thereof for which the charges are determined by FAK (Freight of All Kinds) class or Exception class is limited to the (1) actual cost of the goods lost, damaged or destroyed; (2) limited liability provisions of the Bill of lading, or carrier limits of liability as listed in item 2 above; (3) applicable limited liability provisions of the NMFC; or (4) lowest Released Value shown in the NMFC for the commodity shipped, or \$100,000 per incident per Shipper if from the US ( \$100,000 per incident if to the US from Canada), whichever is less, subject to the maximums by exception class as shown below:

CLASS	MAXIMUM LIABILITY PER POUND PER PACKAGE	CLASS	MAXIMUM LIABILITY PER POUND PER PACKAGE
50	\$ 1.14	110	\$ 17.56
55	2.28	125	18.21
60	2.91	150	18.54
65	5.64	175	19.75
70	6.33	200	20.84
77.5	8.36	250	23.03
85	11.80	300	23.03
92.5	14.12	400	23.03
100	17.28	500	23.03

5. The carrier cannot be reasonably aware of the consequences of and the costs accruing to the consignor, consignee, owner or any other party in the event of the loss of the use of the goods due to late, delayed or non-delivery of the goods, the whole , or partial destruction or all or any part of the goods however caused. Accordingly, the carrier is not liable for any indirect, consequential or incidental loss incurring to any party because of any delay, non-delivery or damage to the goods.

[BACK TO CONTENTS](#)

ITEM 850

**REPORTING CHARGES--ALCOHOLIC BEVERAGES**

Each shipment of alcoholic beverages on which carrier is required to file reports to a state commission will be subject to a reporting charge of **\$33.81** per report in addition to all other applicable charges.

[BACK TO CONTENTS](#)

**ITEM 855****RETURN OF FREIGHT**

When a shipment is at carriers terminal at point of origin and consignor or owner of the goods requests the shipment be returned (relinquished) to the original place of shipment or delivered to another carrier at the original place or origin, the following charge will apply: **\$7.68/cwt**, Minimum Charge of **\$74.85**.

[BACK TO CONTENTS](#)

**ITEM 860**

**RETURNED UNDELIVERED SHIPMENTS**

Any shipment undelivered, when returned to shipper, shall be returned at the applicable tariff rates in effect on the date the return commences.

[BACK TO CONTENTS](#)



**ITEM 883****SHIPMENTS TENDERED AS A TRUCKLOAD****(See NOTE A)**

Except on shipments for which Exclusive Use of Vehicle is requested, when a shipment is tendered to carrier and Bill of Lading is so marked "Tendered as a Truckload", the applicable TL rate will apply at the actual or minimum weight, whichever is greater, and the TL rate will not alternate with the LTL rate. Such shipments will be entitled to privileges normally afforded in rules and regulations pertaining to TL shipments, and will not be governed by rules and regulations pertaining to LTL shipments. When shipment is tendered to carrier, under Bill of Lading marked "Tendered as a Truckload" and shipment has begun its movement to destination, corrected Bill of Lading will not be accepted to remove the TL application.

NOTE A--Where there is more than one VOL or TL rate published, that VOL or TL rate and its accompanying minimum weight (but not in excess of 40M) producing the highest charge will apply.

[BACK TO CONTENTS](#)

**ITEM 885**

**SINGLE SHIPMENT PICKUPS**

When a single shipment weighing less than 500 pounds is picked up at one time and place, unaccompanied by any other shipment, the following additional charges will apply:

**\$20.79** per shipment

[BACK TO CONTENTS](#)

**ITEM 887**

**SORTING OR SEGREGATING**  
**(See NOTES A and B)**

1. When the carrier is required to sort or segregate a shipment, or load a shipment on the consignee's pallets, the following charges will apply in addition to all other lawfully applicable charges (See NOTE C):

CHARGE PER CWT	MINIMUM CHARGE PER SHIPMENT	MAXIMUM CHARGE PER SHIPMENT
<b>\$2.44</b>	<b>\$80.73</b>	<b>\$790.27</b>

2. All charges provided in this item will be assessed against the party requesting the service and must be paid or guaranteed to the satisfaction of the carrier before the service is performed.
3. Provisions of this rule shall not be construed as obligating the carrier to provide such service if, for any reason, the carrier finds it impracticable to provide the service.

NOTE A--Not applicable when provisions of [Item 500](#) are applicable.

NOTE B--The carrier will provide one employee for the delivery of shipments requiring the services described herein in accordance with provisions of the rule governing pickup and delivery service. Requests for additional employees to provide the services described herein will be subject to provisions of [Item 560](#) in addition to the provisions and charges in this item.

NOTE C--The charges in Paragraph 1 are applicable on shipments delivered during normal business hours of a single work day. If the services described in this item extend beyond the normal business hours of a work day, that portion of the shipment delivered during normal business hours will be subject to the minimum or maximum charge, if applicable, and that portion of the shipment delivered after normal business hours of the same day, or on a following day, will be charged for as if it were a separate shipment.

[BACK TO CONTENTS](#)

**ITEM 890**

**SPECIAL SERVICES-SECURITY CHECK BY CONSIGNOR**

**(See NOTES A and B)**

When at the request of the consignor, a loaded vehicle is required to be unloaded, audited and reloaded or is recalled back to the consignor's loading dock for the purpose of unloading, auditing and reloading of the shipment or shipments previously tendered the carrier:

1. Driver shall not be required to assist in the unloading, auditing or reloading of the trailer except when necessary to account for the freight.
2. A charge per vehicle of **\$31.87** per each fifteen minutes or fraction thereof (minimum charge of **\$127.25**), shall apply for this service. The time will begin when the driver is notified that the vehicle is to be recalled and will end when the reloaded vehicle is released to the carrier.

NOTE A--The provisions of this rule are applicable only when the delay occurs after the consignor has signed the bill of lading or the shipment is under the full custody and control of the carrier's driver.

NOTE B--Charges will be assessed against the party requesting such service irrespective of whether line-haul charges are prepaid or collect.

[BACK TO CONTENTS](#)

## ITEM 891

### **SPECIAL SERVICES-HYDRAULIC LIFT GATE/FORKLIFT, CRANE OR OTHER MECHANICAL DEVICES**

#### **Liftgate Service:**

When a carrier upon request of the consignor or consignee provides a vehicle with devices attached for loading or unloading, a charge of **\$8.49** per 100 pounds, subject to a Minimum Charge of **\$123.60** and a Maximum Charge of **\$382.03** per shipment will apply. Such charge will be in addition to all other applicable charges and shall be billed to the payor of the freight charges (See Note 1).

NOTE 1: Tailgate Pickups/Deliveries - Maximum weight 2000 lbs.\_Maximum size for the skid to fit on tailgate is 60"L X 48"W.

#### **Other Special Services including forklift, crane and other mechanical devices.**

1. When consignor/consignee, broker or any other party responsible requests special equipment including fork lift, crane, or other mechanical devices (excluding pallet jacks) at the loading or unloading site (other than at carrier's service center), and carrier is able to arrange for such equipment, the charge will be provided on a specific quote basis and agreed to with the payor of the freight charges before hand.

[BACK TO CONTENTS](#)

**ITEM 892**

**SPECIAL SERVICES-QUOTATION OF ESTIMATED CHARGES**

1. When carrier has furnished, either orally or in writing, an estimate of published tariff charges, such estimate will be given on basis of effective published tariff provisions as applies to those facts concerning shipments which are made known to carrier.
2. Estimates of freight charges are furnished as a convenience to shipping public and represent nothing more than an approximation of freight charges which is not binding either on carrier or shipper.
3. All transportation charges on a shipment will be assessed on basis of published tariff provisions legally in effect at time of shipment as applied to commodity shipped and transportation and related services performed in connection therewith.

[BACK TO CONTENTS](#)

## ITEM 900

### STOP-OFF FOR PARTIAL LOADING OR UNLOADING OF TL OR VOLUME SHIPMENTS

A shipment subject to TL or volume rates may be stopped for partial loading or unloading subject to the following provisions:

1. GENERAL PROVISIONS - A shipment may be stopped for the purpose of picking up or delivering parts thereof, providing the stop-off point or points are directly intermediate to the point of final destination. (See NOTE A)
2. LIMITATIONS:
  - (a) Stop-offs for partial loading or unloading will not be permitted on shipments moving "COD", "In Bond", "Order-Notify", "Order Card of," nor on which Section 7 of the bill of lading has been executed.
  - (b) This item will not apply to any shipment having origin, destination and entire transportation within a single state.
3. STOP-OFF CHARGES:
  - (a) The initial pickup stop and final delivery stop are not subject to stop-off charges.
  - (b) Each stop for partial loading or unloading, will be subject to a stop-off charge of **\$198.38** per stop.
4. LINE HAUL CHARGES - Line haul charges on shipments stopped for partial loading or partial unloading will be determined on the basis of the truckload or volume minimum weight, or actual weight if greater, of the entire shipment at the truckload or volume rate or charge applicable from the point of initial origin, or from any intermediate point where the shipment is stopped for partial loading to any intermediate point where the shipment is stopped for partial unloading, or to the point of final destination, from and to which the highest charges are applicable. If the line-haul rates are based on mileage, the charges will be determined on the basis of the mileage from the point of initial origin to the final destination via the stop-off points. The greatest mileage between any point of loading and any point of unloading will determine the "initial point of origin" and the "final destination" of the purposes of applying provisions of this rule.
5. PREPAYMENT OF CHARGES - All charges must be prepaid or guaranteed by consignor (except on shipments moving on Government bills of lading).
6. STOP-OFF HANDLED IN SEPARATE VEHICLES - For carrier's convenience, any portion of the shipment may be picked up, transported or delivered in separate trucks and all portions of the shipment need not be transported through the stop-off point or points.
7. SHIPPING INSTRUCTIONS:
  - (a) Arrangements for any stop-off service provided in this item must be made with the carrier before shipment, or any portion thereof, is tendered for transportation.
  - (b) Stop-off portions must be sufficiently identifiable and segregated so as to distinguish it from other stop-off portions.
  - (c) The entire shipment must be available for pickup at time of tender.
  - (d) When the shipper performs the loading, he must load the shipments in the order required by the carrier.
  - (e) The party or parties authorized and designated by the shipper to accept freight at a point or place or stop-off may be the same or other than the billed consignee.
  - (f) The shipping order shall designate the following:
    - (1) Stop-off point or points and places.
    - (2) The quantities, marking and descriptions of articles to be picked up or delivered at each stop-off point and place.
    - (3) The name and address of the party or parties from or to which stop-off portions are to be picked up or delivered.

NOTE A--If the total distance from initial origin to final destination via the stop-off point or points exceeds 115 percent of the shortest mileage from initial origin to final destination, that distance in excess of 115 percent will be charged for at the rate of **\$5.46** per mile. All mileage shall be computed by use of the PCMILER.

[BACK TO CONTENTS](#)

## ITEM 910

### STORAGE

1. When, through no fault of carrier, freight is held in carrier's possession by reason or act or omission of consignor/consignee or owner, or for custom clearance or inspection, such freight will be considered stored and the following charges per shipment will apply:

A. When freight is held by carrier:

1. **\$1.22** per cwt. per each 24 hours, subject to the following minimum and maximum charges:
  - a. Minimum charge, LTL. **\$34.48** per shipment per each 24 hours, but not less than **\$80.63** per shipment.
  - b. Minimum charge, TL, Volume, Exclusive Use or Capacity Load. **\$172.66** per shipment.
  - c. Maximum charge, LTL and/or TL, or per trailer if more than one trailer is used:
    1. **\$181.33** for the first 24 hours or fraction thereof.
    2. **\$241.72** for the second 24 hours or fraction thereof.
    3. **\$351.90** for the third and each succeeding 24 hours or fraction thereof.

B. 1. When freight is placed in a public warehouse in the United States:

**\$3.64** cwt. per each 24 hours, subject to the following minimum and maximum charges:

- a. Minimum charge, LTL and/or TL, **\$85.50**.
- b. Maximum charge, LTL and/or TL, or per trailer if more than one trailer is used, **\$1031.95**.

2. When freight is placed in a public warehouse in Canada:

**\$6.73** cwt. per each 24 hours, subject to the following minimum and maximum charges:

- a. Minimum charge, LTL **\$74.87**.
- b. Maximum charge LTL **\$748.37**.

2. STORAGE charges will begin accruing at 12:01 AM on U.S. stored freight and 8:00 AM on Canadian stored freight the first business day following arrival notice (see [Item 750](#) for definition of arrival notice) to consignor/ consignee, except no charges will apply on deliveries if actual tender of delivery is made within 24 hours after such notice of arrival has been given, nor on day of actual delivery.
3. When a shipment is on hand and disposition has not been received by the specified date shown on the issued notice, freight will be sold at public auction. A fee of **\$289.06** will apply to cover all handling, administrative and other associated costs.

[BACK TO CONTENTS](#)



**ITEM 920****SUFFERANCE WAREHOUSE CHARGES**

Shipments destined to points in Canada shall be subject to additional charges for handling through customs at sufferance warehouses as indicated below. These charges shall apply to all such shipments destined to Canadian points and will apply in addition to all other applicable rates and charges. Charges shown herein shall be prepaid when the line haul transportation charges are designated as prepaid.

See contents of [Item 480](#) for freight charges.

[BACK TO CONTENTS](#)

## ITEM 940

### TERMINAL AREAS (See NOTES A and B)

#### 1. INCORPORATED MUNICIPALITIES:

Except as otherwise provided, rates, rules and regulations provided in tariffs governed by this tariff will apply from and to points named and points and places within the corporate limits of that municipality and additionally to and from the following points, places and areas (if within the U.S.):

- (a) All unincorporated areas within two miles of the corporate limits of the specified municipality if it has a population of less than 2,500; within three miles if it has a population of 2,500 or more, but less than 25,000; within four miles if it has a population of 25,000 or more but less than 100,000; and within five miles if it has a population of 100,000 or more.

NOTE--Distances referred to are air line distances and population are as reported by the last Federal decennial census.

- (b) All places in any other incorporated municipality any part of which is located within the limits described in Sub-paragraph (a) of this item.
- (c) All places in any other incorporated municipality which is wholly surrounded, or wholly surrounded except for a water boundary, by any municipality included under the terms of sub-paragraph (b) of this item.

#### 2. UNINCORPORATED COMMUNITIES:

Except as otherwise provided, rates, rules and regulations provided in tariffs governed by this tariff will apply from and to points named, and additionally to and from places and areas (if within the U.S.), as follows:

- (d) All places within two and one-half miles by air line of the post office of the same name in such unincorporated community if the community has a population of less than 2,500; within four miles if it has a population of 2,500 but less than 25,000; and within five and one-half miles if it has a population of 25,000 or more.

NOTE--If the population of the community is reported in the last Federal decennial census, the population so reported will govern in applying this sub-paragraph. If the community does not have a post office of the same name, distances will be measured from the generally recognized business center.

- (e) All places in any incorporated municipality any part of which is within the limits described in sub-paragraph (d) of this item.
- (f) All points in any other incorporated municipality which is wholly surrounded, or wholly surrounded except for a water boundary, by any municipality included under the terms of sub-paragraph (e) of this item.

NOTE A--The provisions of this item are not applicable in establishing rates from or to points from or to which rates (either class of commodity) are specifically published, either in this tariff or in other tariffs on file with carrier.

NOTE B--If the place of collection or delivery lies within the pickup and delivery limits of two or more points of origin or destination, the rate applicable will be that from or to the points from or to which the lower or lowest rate is provided.

[BACK TO CONTENTS](#)

**ITEM 950**

**TERMINAL CHARGES AT PORTS AND FERRIES**

Unless otherwise provided, the rates and charges published in tariffs governed by this tariff do not include tollage, wharfage, usage, loading or unloading charges, ferry charges, or any other port terminal charges at piers, wharves, dockside terminals or warehouses, and carriers will not absorb said charges.

[BACK TO CONTENTS](#)

## ITEM 951

### TERMINAL SERVICE CHARGES (AT PIERS OR WHARVES)

1. Rates and charges do not include tollage, wharfage, usage, loading or unloading charges or any other port terminal charges at piers, wharves, dockside terminals or warehouses. Such charges will accrue and are due from consignor/consignee or payor.
2. Pickup or delivery service for any shipment at U.S. coastal ports or for international shipments at docks, piers or ports will be subject to an additional charge of **\$8.49** per cwt subject to a minimum charge of **\$39.58** and maximum charge of **\$804.79**, per shipment. Charges do not apply to shipments transported in ocean containers with running gear.
3. Import/Export shipments requiring carrier to secure documentation prior to the pickup or delivery of the freight will be subject to an additional charge of **\$121.42** per shipment.

[BACK TO CONTENTS](#)

**ITEM 959**

**TRANSFER OF LADING**

**(See NOTE A)**

1. When shipments cannot be picked up or delivered with the vehicle used in transporting the shipment over the highway, and the carrier is required to render such pickup or delivery service with a different vehicle, such shipment will be subject to the following charge, in addition to all other applicable charges:  
**\$2.89** per each 100 pounds (or fraction thereof), subject to a minimum charge of **\$159.05** per shipment or per vehicle if more than one vehicle is used to pickup or deliver said shipment (See NOTE B)
2. Unless the Bill of Lading is specifically endorsed to show prepayment of the charges in Paragraph 1 they must be collected from the party requesting the service or guaranteed to the satisfaction of the carrier before the shipment is released.
3. Notation of the Bill of Lading that a shipment must be delivered on a vehicle different in size and/or nature of the vehicle used to transport the shipment over the highway will not relieve the liability for the charges noted in Paragraph 1 for such delivery service of applicable shipments.

NOTE A--Applicable on truckload, volume, capacity load, or exclusive use shipments. Applicable on all other shipments (which were not noted in preceding sentence) only when such shipments weight 10,000 pounds or more, or when such shipments would normally be picked up and delivered by the same vehicle which transports said shipments over the highway, in consideration of carrier's operating procedures.

NOTE B--When 90% of the shipment is on pallets (or other devices which permit mechanical unloading), and shipment will be picked up or delivered in same manner, the charge will be **151** cents per each 100 pounds (or fraction thereof), subject to a minimum charge of **\$109.33** per shipment or per vehicle if more than one vehicle is used to pickup or deliver said shipment.

[BACK TO CONTENTS](#)

**ITEM 985**

**VEHICLE FURNISHED, BUT NOT USED**

**(See NOTE A)**

1. When upon receipt of a request to pick up a shipment, the carrier has dispatched a vehicle for such purpose, and through no fault of the carrier, the vehicle is not used, the following charges will be assessed against the consignor making such request:
  - (a) If consignor's premises are located within the carrier's terminal area, the charge will be **\$305.17** per day, per vehicle.
  - (b) If consignor's premises are located outside the carrier's terminal area, the charge will be **\$4.61** per mile (See NOTE B), subject to a minimum of **\$735.75** per day, per vehicle.
2. Accrual of the charges noted in Paragraph 1 will terminate when consignor advises carrier that vehicle will not be used.

NOTE A--Applicable on shipments which consignor has advised carrier to be a truckload, volume, exclusive use, or weighing 10,000 pounds or more.

NOTE B--The chargeable mileage will be the total mileage from the carrier's terminal to the consignor's premises and back to the carrier's terminal as determined by use of the PCMILER.

[BACK TO CONTENTS](#)

## ITEM 992

### WEIGHT VERIFICATION

1. The Carrier or Carrier's agent shall have the right to take any action necessary to determine if the information on the bill of lading is correct while in the custody of the carrier or carrier's agent, including, but not limited to:

(a) Verification of gross shipment weights (a shipping carrier, container, package, pallet or platform constitutes part of the gross weight).

(b) Collection of other sufficient evidence necessary to verify if the weight of shipment is correctly declared on the Bill of Lading.

2. When information is found to be incorrect on the Bill of Lading, the freight bill will be corrected and freight charges assessed according to the proper weight. If the pallet contains mixed commodities, the corrected weight will be charged at the classification of the lowest commodity shipped.

3. When the reweigh of a shipment results in an increase to freight charges of a least **\$17.33**, a **\$20.79 reweigh fee** per shipment, or per vehicle if more than one vehicle is used to transport the shipment, will apply. This charge will be in addition to all other charges and will not be subject to discounts.

4. When carrier is requested to use a certified public scale to reweigh any shipment or vehicle, the fee assessed to the carrier will be advanced for payment to the party requesting the weight determination.

[BACK TO CONTENTS](#)

## ITEM 993

### WEIGHING AND INSPECTION

1. If the description, weight, or other information contained on the bill of lading is incomplete or believed to be incorrect, the Carrier or Carrier's agent will take action necessary to determine the correct information. Actions to determine actual freight characteristics include:
  - A. Inspection of packages
  - B. Verification of gross shipment weights
  - C. Verification of actual or declared density
  - D. Collection of other sufficient evidence necessary to verify whether or not the shipment is correctly described.
2. When the information is found to be incorrect, the bill of lading and carrier freight bill will be corrected and freight charges assessed according to the proper descriptions and weights, except when mixed commodities are palletized by the Shipper, the increased weight will be charged at the highest rated commodity in the shipment. Deficit weight, if any, will be charged per NMF 100 series.
3. Density will be determined by the cube utilized as determined by the methods contained in Item 110, Section 8 of the National Motor Freight Classification (NMF 100) Series and the weight shown on the shipper's bill of lading, unless the carrier determined the weight on the bill of lading to be in error or the shipper provides documentation that the weight was in error.

[BACK TO CONTENTS](#)



**ITEM 994**

**WEIGHTS-GROSS WEIGHTS AND DUNNAGE**

**SECTION 1:**

Unless otherwise provided, charges shall be computed on actual gross weights, except when estimated weights are authorized, such estimated weights shall be used.

**SECTION 2:**

Any temporary blocking, flooring or lining, racks, standards, strips, stakes or similar bracing, dunnage or supports not constituting a shipping carrier, container or package or a part of the vehicle, shall be excluded from the gross weight.

**SECTION 3:**

Any temporary blocking, flooring or lining, racks, standards, strips, stakes or similar bracing, dunnage or supports not constituting a shipping carrier container or package or a part of the vehicle when required to protect or make shipments subject to other than LTL or AQ classes or rates secure for transportation, must be furnished and installed by the shipper, except than upon request of shipper such materials will be furnished or installed by the carrier subject to the following provisions:

1. When materials are furnished by the carrier, the cost thereof will be paid by the shipper upon presentation of an invoice from a supplier independent of the carrier covering such materials used on the involved shipment.
2. The labor charge for installation of shipper or carrier furnished material will be at the rate of **\$53.72** per hour or fraction thereof, for each man.

[BACK TO CONTENTS](#)

**ITEM 1500**

**EXPLANATION OF REFERENCE MARKS FOR STANDARD USE THROUGHOUT THE TARIFF**

REFERENCE MARK	EXPLANATION
< . . . . .	To denote reductions.
> . . . . .	To denote increases.
? . . . . .	To denote changes which result in neither increases nor reductions in charges.
@ . . . . .	Addition.
% . . . . .	Percent
{ } . . . . .	Where this reference mark appears, containing a supplement number, it denotes that such referenced item or provisions is reissued without change from that supplement. Consult that supplement for effective date of change.
(x) . . . . .	Except as noted.
(NA) . . . . .	Denotes not applicable.
AQ . . . . .	Any Quantity.
c/o . . . . .	Care of.
CDN . . . . .	Canadian Dollar(s).
COD . . . . .	Collect on Delivery.
Conc. . . . .	Concluded.
Cont. . . . .	Continued.
Cwt . . . . .	Per 100 lbs.
Cy . . . . .	County.
DOT . . . . .	Department of Transportation.
L5C . . . . .	Applicable only on LTL shipments weighing less than 500 lbs.
lbs . . . . .	Pounds
LTL . . . . .	Less than Truckload.
M . . . . .	Denotes thousand pounds.
MC . . . . .	Minimum Charge.
M5C . . . . .	Applicable only on LTL shipments weighing 500 pounds or more, or on which charges are assessed on the basis of 500 pounds, but less than 1,000 pounds.
M1M . . . . .	Applicable only on LTL shipments weighing 1,000 pounds or more, or on which charges are assessed on the basis of 1,000 pounds, but less than 2,000 pounds.
M2M . . . . .	Applicable only on LTL shipments weighing 2,000 pounds or more, or on which charges are assessed on the basis of 2,000 pounds, but less than 5,000 pounds.
M5M . . . . .	Applicable only on LTL shipments weighing 5,000 pounds or more, or on which charges are assessed on the basis of 5,000 pounds, but less than 10,000 pounds.
M10M . . . . .	Applicable only on LTL shipments weighing 10,000 pounds or more, or on which charges are assessed on the basis of 10,000 pounds, but less than 20,000 pounds.

M20M . . . . .	Applicable only on LTL shipments weighing 20,000 pounds or more, or on which charges are assessed on the basis of 20,000 pounds, but less than 30,000 pounds.
M30M . . . . .	Applicable only on LTL shipments weighing 30,000 pounds or more, or on which charges are assessed on the basis of 30,000 pounds, but less than 40,000 pounds.
M40M . . . . .	Applicable only on LTL shipments weighing 40,000 pounds or more, or on which charges are assessed on the basis of 40,000 pounds.
NMFC . . . . .	National Motor Freight Classification.
NOI . . . . .	Not otherwise more specifically described in NMFC.
Thru . . . . .	Through.
TL . . . . .	Truckload.
VMW . . . . .	Volumn Minimum Weight.
VOL . . . . .	Volume.

[BACK TO CONTENTS](#)