

# **LOAD TO RIDE TRANSPORTATION, LLC**

## **TARIFF LTRM 100**

### **NAMING**

## **RULES, REGULATIONS, RATES AND CHARGES FOR ACCESSORIAL SERVICES**

**EFFECTIVE: September 24, 2013**

*Except in instances where this Rules Circular is subject to a continuing transportation contract, Carrier reserves the right to modify this Rules Circular at any time without prior notice. A current version of the Rules Circular will be available on our website at [www.ltrtransportation.com](http://www.ltrtransportation.com)*

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# RULES AND REGULATIONS

## Application of Rates

## Item 1

Unless specifically otherwise stated in the contract or rate schedules, the maximum weight category allowed for discount reductions will be the 10M weight line.

Unless otherwise stated in the pricing agreement, discounts do not apply to tariff minimums.

When rates are published on a per mile basis and no minimum charge is stated, the minimum charge will be as outlined in LTRM 100-A.

## Courtesy Discount Provision

## Item 2

LTL shipments tendered to carrier without a signed pricing agreement shall be rated at a minimum weight of 2000#, the actual class using Load to Ride Transportation current base, and a 40% discount. Discounted rate will be subject to the tariff minimum.

TL shipments tendered to carrier without a signed pricing agreement shall be rated based on applicable rate outlined in LTRM 100-A.

## Currency and Payment of Charges

## Item 3

All rates, charges, or other amounts published in this tariff are stated in U. S. currency and all charges are payable in U. S. currency. Credit card payments will be subject to an additional fee.

Carrier shall submit an invoice to the specified party in accordance with the terms on the original bill of lading. Payment terms extended are "net 15 days" on all invoices. Failure to remit payment within terms may result in all future transportation charges to be collected at the time shipments are picked up or delivered (in accordance with the original bill of lading terms).

Freight invoices not paid within 15 days are subject to forfeiture of discounts and/or quoted rates and will be rated at full class based on the current tariff in effect and actual class. Invoices will also be subject to a service charge of 1 and ½ % per month.

In the event carrier deems it necessary to retain the services of legal counsel and/or a collection agency to collect any outstanding indebtedness, responsible paying party (shipper/consignee/broker) shall pay attorneys' fees in the amount of \$300.00 or 25% whichever is greater.

All disputes of any kind that may require litigation between Load to Ride Transportation, LLC as plaintiff and/or as defendant related to transportation issues will be held in Burlington County, New Jersey and the prevailing party will be entitled to reasonable legal fees.

**THIRD PARTY BILLING:** Carrier does not employ property brokers or other intermediaries as its agents for the solicitation of shipments or the collection of freight charges. Carrier will invoice the shipper's broker, bank or other agent for freight charges. Carrier reserves the right to bill and collect freight charges from the shipper on prepaid shipments or the consignee on collect shipments in the event full payment of the freight charges is not received pursuant to the third party billing.

A shipment in which charges are to be paid by a party other than the consignor or consignee will be accepted provided recourse to the consignor is preserved with the carrier picking the shipment up at origin. The consignor and consignee guarantee to pay the charges if the third party fails to do so in the time allotted under the applicable credit regulations. Any such shipment will not be accepted if the consignor executes a nonrecourse provision of the bill of lading.

**PRIORITY OF FREIGHT CHARGE OBLIGATION:** When arrangements are made with intermediaries for transportation services provided by carrier and the intermediary in turn bills the shipper or beneficial owner of the goods for the freight charges inclusive of carrier's rates, the following rules shall apply:

1. The intermediary will segregate money due owing to carrier from other accounts..

2. Intermediary will pay carrier without offset from funds received and shall not commingle, pledge, encumber or hypothecate funds received by it intended for payment of freight charges to carrier.
3. When the arranger of transportation is a carrier or freight forwarder, a constructive interline trust shall apply.
4. When the arranger of transportation is a property broker, the regulations set forth at 49 C.F.R §371 shall apply and monies received by the broker shall be segregated from its other assets and liabilities.
5. In no event shall accounts receivable pledge or encumber by any intermediary be inclusive of freight charges billed by it to the extent those freight charges are due and owing to carrier.

Carrier preserves recourse for payment of all freight charges to the consignor, unless Section 7 of the STBOL is signed, and the consignee unless prior notice is given that the consignee is not to be responsible for freight charges in accordance with to Section 7 of the STBOL.

#### **Default Payment Terms**

#### **Item 4**

When consignor fails to state the freight terms in writing on the bill of lading or the freight terms are unclear on the bill of lading, the shipment will move as prepaid and all applicable charges will be borne by the consignor.

#### **Definitions**

#### **Item 5**

**ACCESSORIAL RATES & CHARGES:** Additional fees assessed on a shipment due to additional services requested by the shipper, consignee, or third party. Services are beyond the normal services included in the carrier's gross price. Unless prior arrangements have been approved by the carrier, these additional fees are the responsibility of the party paying as stated on the original bill of lading. Upon request, carrier will make every effort to contact payer of freight charges that accessorial service is being performed. Lack of notification will not relieve the responsibility of the payer for accessorial charges. If an accessorial charge is the result of multiple deliveries, carrier will pro-rate accessorial charge based on piece count or weight.

**BUSINESS DAY OR BUSINESS HOURS:** Except as otherwise provided in individual items of this tariff, the term "Business Day" or "Business Hours" is defined as the time during which operations are generally conducted by the carrier. (5 a.m. to 6 p.m.) The following are excluded: Saturday, Sunday, or Holidays.

**BILL TO:** A person or entity affiliated designated on the bill of lading as responsible for paying the freight charges but who is affiliated with either the shipper or consignee.

**CIRCUITOUS MILEAGE:** The difference between mileage inclusive of all stops and the direct miles from origin to destination exclusive of stops.

**DENSITY:** Pounds per cubic foot calculated by dividing the weight by the length (feet) multiplied by the width (feet) multiplied by the height (feet) of the article. A vertical dimension of not less than 8 feet shall be used in determining the cube of any unit on top of which other freight cannot be loaded because of: the nature of the article, packaging or lack of packaging, instructions by shipper, or pyramided or rounded off surfaces. A width of an article equal to or greater than 5 feet will be computed as having a width of 8 feet.

**DISCOUNT:** Negotiated percentage reduction from line haul charge.

**FAK (FREIGHT ALL KINDS):** The shipper must identify the specific commodity or product on the bill of lading for all transportation moving under FAK or Freight All Kinds rates. If the shipper fails to identify the specific commodity or products, carrier will not be liable for any damages to or destruction of the product or commodity resulting from it being on the same trailer with other freight that is either incompatible or is prohibited by federal, state, or local laws and regulations.

**HOLIDAYS:** New Year's Eve, New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, President's Day, Christmas Eve, Christmas Day or any other day generally observed as a holiday by the carrier at the point where the service is performed. If a holiday falls on Saturday or Sunday, carrier reserves the right to extend holiday definition to either Friday or Monday. **Additional Canadian Holidays:** Victoria Day, Dominion Day, St Jean-Baptist Day, Boxing Day.

**LTL:** (Less than truckload) any one shipment that occupies 28 feet or less of the trailer and/or weighs 28,000# or less.

**MINIMUM CHARGE:** The lowest charges that can be applied for line haul charges for a shipment. It is not subject to further discounts or reductions.

**PAYMENT TERMS:** Prepaid designates shipper is responsible for payment of freight charges; Collect designates consignee is responsible for payment of freight charges. Payment terms will be changed from prepaid to collect if the BILL TO be an affiliate of the consignee or from collect to prepaid if the BILL TO and shipper are affiliated.

**RATE QUOTE:** A price quotation derived from a non-contractual tariff, scale or pricing document. Rate quotations may change on a daily basis due to balance, carrier need, or other freight characteristics. Rate quotations are valid for a period of 30 days on LTL shipments and 10 days on TL shipments. Liability is limited to \$.50 per lb.

**SHIPMENT:** An order of freight received from one shipper at one location and time, for one consignee at one destination and time, covered by one bill of lading whose weight includes all packaging, wrapping, and pallets used.

**TL (Truckload)** Any one shipment that occupies more than 28 linear feet of the trailer and/or weighs more than 28,000#. The maximum weight allowed per dry van is 45,000# and the maximum weight allowed per refrigerated trailer is 45,000#.

**THIRD PARTY:** A person or entity designated on the bill of lading as responsible for paying the freight charges but who is neither the shipper or affiliate of the shipper nor the consignee or an affiliate with the consignee.

**Driver Signature**

**Item 6**

The signature of a carrier's freight driver/sales representative on any bill of lading other than carrier's bill of lading will act only to acknowledge the receipt of freight as described on the document. This signature will not acknowledge agreement to any terms and conditions of carriage and/or liability conditions that may also appear on the document.

**Duel Indemnification**

**Item 7**

CARRIER shall indemnify and save harmless COMPANY from any and all liabilities, judgments and expenses resulting from any death, damage, loss or destruction to persons or property arising out of the performance of this agreement caused by a breach of Carrier's obligations hereunder or by the negligence of CARRIER, its agents, employees or representatives.

COMPANY shall indemnify and save harmless CARRIER from any and all liabilities, judgments and expenses resulting from any death, damage, loss or destruction to persons or property arising out of the performance of this agreement caused by a breach of Company's obligations hereunder or by the negligence of COMPANY, its agents, employees or representatives.

**Exclusive Use of Trailer**

**Item 8**

No shipment is entitled to the exclusive use of the trailer unless arrangements and price have been agreed to by carrier and paying party prior to shipment. In all other instances, carrier has control of the trailer with the unrestricted right to: select the trailer for transportation, transfer the shipment from one trailer to another, load other freight on the same trailer as the shipment, or remove locks or seals applied.

**Foreign Tariffs**

**Item 9**

Base rating tariffs not published by Load to Ride Transportation, LLC are defined as foreign tariffs. When a foreign tariff is used as the base for rating a customer's freight bill and the origin or destination zip code is not identified and included within the foreign tariff, the rating of the shipment will be accomplished using the current version of LTRM 500.

**Freight Classification**

**Item 10**

All less than truckload shipments tendered to the carrier that are to be rated based on the NMFC classification guide must conform to the following density guidelines:

<u>Pounds per cubic foot</u>	<u>Classification</u>
Less than 1 pcf	Class 400
1 but less than 2 pcf	Class 300
2 but less than 4 pcf	Class 250
4 but less than 6 pcf	Class 150
6 but less than 8 pcf	Class 125
8 but less than 10 pcf	Class 100
10 but less than 12 pcf	Class 92.5
12 but less than 15 pcf	Class 85
15 but less than 21 pcf	Class 70
21 but less than 25 pcf	Class 65
25 but less than 28 pcf	Class 60
28 but less than 30 pcf	Class 55
30 pcf or greater	Class 50

Unless otherwise stated in the pricing agreement, FAK (freight all kind) rating will not apply on empty containers, poison, explosives, machinery, displays, exhibits, show, convention, or promotional material. It will not apply on shipments originating at or destined to an exhibit/convention center.

Unless otherwise stated in the pricing agreement, FAK (freight all kind) rated shipments must comply with the density listed above.

**Guarantee of Charges**

**Item 11**

When instructions are received by a carrier to pick up a shipment at a point or site other than that at which such instructions are issued, and when charges on the shipment are to be prepaid, such shipment will be accepted only when the party issuing the instructions for pickup guarantees the freight charges on the bill of lading.

A shipment on which charges are to be paid by a party other than the shipper or consignee will be accepted provided that the shipper 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.

Freight charges must be prepaid on all shipments consigned to trade shows, traveling shows, conventions, exhibits, military, or government offices.

### **Governing Publications**

### **Item 12**

Except as specifically otherwise provided, the following described tariffs, supplements, and successive issues shall govern.

Hazardous Materials Regulation      CFR Title 49  
Rand McNally HGB 100 series - Practical Miles  
National Five-Digit United States Zip Code Post Office Directory  
National Six-Digit Canadian Postal Code Directory  
National Motor Freight Classification      NMF 100

### **Impractical Operations**

### **Item 13**

Pickup or delivery service will not be performed by the carrier at any site from or to which it is impractical to operate vehicles because of:

- The condition of the roads, streets, driveways, alleys or approaches thereto
- Inadequate loading or unloading facilities
- 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 of danger to person or property
- Ferries

### **Inspection of Freight**

### **Item 14**

All shipments handled by Load to Ride Transportation are subject to inspection at any time, for any reason. By tendering the shipment to us, you consent to such inspections and agree that Load to Ride Transportation will not be held liable for any loss, damage, action, or event arising out of such inspection. An inspection may result in the correction to the freight invoice including but not limited to: density, space, or classification.

### **Liability and Released Value (Dry freight)**

### **Item 15 (a)**

Articles tendered with an invoice value exceeding \$5.00 per pound will be considered to be of extraordinary value. Shipments inadvertently accepted with an extraordinary value shall be considered released at \$5.00 per pound subject to a maximum of \$250,000 per trailer load. In the event of loss of and/or damage to any shipment carrier's liability will not exceed \$5.00 per pound subject to a maximum of \$100,000 per trailer load. The exception is uncrated machinery which will be subject to a maximum liability of \$.10 per pound and spot quoted shipments that will be limited to \$.50 per pound.

When the rates provided in this tariff or tariffs governed by this tariff are applied on commodities as listed in the NMF 100 are subject to released or actual value conditions, the released or actual value provided in the NMF 100 for that commodity shall be used for the purpose of settling loss and damage claims, however, in any event, not to exceed the actual value of the commodity.

Shipments of used machinery (including reconditioned items) automobile parts/body parts, electrical equipment (including computers and parts thereof), or household goods will be accepted only when released at a value not exceeding \$.10 per pound. If a shipment is inadvertently accepted, it will be considered as being released to a value not exceeding \$.10 per pound.

Claims for concealed damages must be submitted to carrier within forty-eight (48) hours of delivery.

**Liability and Released Value (Refrigerated freight)**

**Item 15 (b)**

Except where a lower limitation of liability amount applies as provided, Carrier's liability shall be limited to an individual lost or damaged piece within the shipment on a per pound basis. Unless the Shipper declares excess value on the Bill of Lading, requests excess liability coverage and pays an additional charge, Carrier's maximum per pound liability shall be limited based on actual NMFC class as set forth in the table below.

NMFC Class Maximum Liability NMFC Class		NMFC Class Maximum Liability	
NMFC Class	Maximum Liability	NMFC Class	Maximum Liability
50	\$.50 per pound	70,77,85, 92.50 and 100	\$1.00 per pound
55	\$.50 per pound	110,125,150,175 and 200	\$1.25 per pound
60	\$.75 per pound	250	\$1.50 per pound
65	\$1.00 per pound	300	\$2.00 per pound

Carrier's total maximum liability is \$250,000.00 per shipment. Total declared value may not exceed \$100,000.00 per shipment. Shipments are subject to the released value provisions of the NMFC in effect on the date of the shipment and shall be considered released at the lowest released value stated therein.

**If a released value is “Not declared” on a “Bill of Lading” the carrier maximum liability reverts to \$.10 per pound.**

**Off Bill Incentives**

**Item 16**

Any refund, volume incentive refund, loading allowance or off bill discount offered by Load to Ride Transportation must comply with the provisions of the ICC Termination Act of 1995, Section 13708 – Billing and Collecting Practices.

**Offset of Freight Charges**

**Item 17**

Paying party is prohibited from offsetting payment of carrier's transportation charges for loss or damage claims.

**Pallet Exchange**

**Item 18**

Load to Ride Transportation does not participate in pallet exchange programs. Any request or provisions noted on the Bill of Lading requesting the return of shipping devices shall be deemed for informational purposes only and it will not be binding upon the carrier to accomplish or comply with such request or provisions to complete the contract of carriage of the shipment.



**THIRD PARTY SHIPMENTS**

This section applies when the bill of lading indicates a party other than shipper, consignee, or shipper or consignee's freight payment processor as the payer of the freight charges.

A pricing program published for the account of the third party payer will take precedence over all other pricing programs.

All third party shipments must be prepaid.

When the bill of lading shows freight terms as prepaid and instruction for third party billing and the third party payer is the same as the consignee or consignee's freight payment processor, the terms will be changed to collect, billing the consignee or consignee's freight payment processor.

**OUTBOUND PREPAID SHIPMENTS**

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

**OUTBOUND COLLECT SHIPMENTS**

An inbound collect pricing program published for the account of the consignee will take precedence over all other pricing programs.

If there is no inbound collect pricing program published for the account of the consignee, the outbound pricing program published for the account of the shipper will apply unless the shipper's pricing program does not apply on outbound collect shipments.

**INBOUND COLLECT SHIPMENTS**

The inbound collect pricing program published for the account of the consignee will take precedence over all other pricing programs.

If there is no inbound collect pricing program published for the account of the consignee, the outbound pricing program published for the account of the shipper will apply unless the shipper's pricing program does not apply on outbound collect shipments.

**Rate Quotes****Item 20**

(1) Quoted rates take precedence over any contract rate currently on file. Quoted rates are based on those facts concerning the shipment which are made known to the carrier. It must be disclosed to carrier if shipment is destined to a prison, hospital, school, institution, or any other non-industrial building. The quote will be deemed invalid in the event of nondisclosure.

(2) A quote number will be provided for quoted rates. Quote numbers must be shown on the original bill of lading. Rate adjustments due to a missing quote number will be assessed a \$15.00 per shipment re-bill charge.

(3) Carrier liability on quoted shipments is limited to a maximum of \$.50 per pound.

(4) Rate quotes received via the website are an estimate of the current published tariff. Such estimates are determined utilizing the variables entered. They are furnished as a convenience to the shipping public and represent nothing more than an approximation of freight charges which is not binding on either the carrier or the shipper.

(5) Quoted amounts may be revised in the event the actual shipment characteristics vary from the shipment characteristics disclosed at time of quote. If additional services are required by carrier, applicable accessorial charges will be added to the quoted amount.

**Shipper Load and Count****Item 21**

Unless otherwise noted by contract, carrier accepts all partial and truckload shipments on a shipper load and count basis, and as such, is not responsible for overages, shortages, or damage.

Carrier will not be responsible for shortage on shipments which are banded, strapped, netted, shrink-wrapped or otherwise secured to bins, pallets, platforms or skids when such securing materials is found to be intact at the time of unloading by consignee. Carrier will only be responsible for the number of binds, pallets, platforms or skids on such shipments.

**Shippers Load and Count Law and Legal Definition.** The term **shipper's load and count** is the notation on a bill of lading indicating that the contents of a container were loaded, secured and counted by the **shipper**. This also means that the contents were not checked or verified by the transporter and therefore the carrier cannot be held responsible for the physical count and or securement of the product. Any damages or missing pieces are the direct responsibility of the shipper.

**Nose loads:****Item 22**

**Nose load Law and Legal Definition.** The term **nose load** is the notation on a bill of lading indicating that the contents of a container were loaded, secured and counted by the **shipper**. This also means that the contents were not checked or verified by the transporter and therefore the carrier cannot be held responsible for the physical count and or securement of the product.

**Blanket wrapped loads:** **Item 23**

**Blanket wrap** Law and Legal Definition. The term **Blanket wrap** is the notation on a bill of lading indicating that the contents of a container were loaded, packaged, secured and counted by the **shipper**. This also means that the contents were not checked or verified by the transporter and therefore the carrier cannot be held responsible for the physical count and or securement of the product.

**Slip sheets, over stacking, inadequate shrink wrap or overloading** **Item 24**

All items that are shipped on slip sheets, stacked to high (Overloading) or that does not have adequate shrink wrap to keep the product from coming loose/shifting are done so at he "Shippers risk" and will not be covered by Load to Ride Transportation.

**Unsecured, loose, unpackaged and/or uncrated product.** **Item 25**

All items that are shipped that are loose, uncrated, unsecured or without adequate packaging are done so at the "shipper's risk" and will not be covered by Load to Ride Transportation.

**All items shipped through Load to Ride Transportation should be packaged in an efficient manner to prevent damages that could occur during normal transit.** Adequate packaging is the shipper's responsibility and must be performed before the shipment is accepted by Load to Ride transportation.

**Oversized items, IE Forklifts, Pallet Jacks, Beer Vats etc** **Item 26**

These items are shipped at "Shippers risk" and will not be covered by Load to Ride Transportation. These items will be shipped and secured to avoid damages during normal transit to the best of our abilities. Load to Ride will do everything in its power to avoid damages but if any damages do occur, they will not be covered as the shipment will be considered to be "Unpackaged, Loose and unsecured".

**Substituted Service** **Item 27**

For its operating convenience, carrier reserves the right to hire other carriers to provide all or part of given movements. Carrier agrees to protect the rates set forth herein when substituted services are provided and warrants that all terms, conditions, duties, and obligations owed to shipper will be provided.

**Weight (Gross Weights and Dunnage)** **Item 28**

Unless otherwise provided, charges shall be computed on actual gross weights including the weight of any pallets, platforms, racks, skids, or other materials constituting a shipping carrier, container, or package. All weights shown on the bill of lading shall be deemed to be product weights unless shipper specifically designates the weight of the shipping carrier, container, or package.

If carrier is assessed a fine or penalty by a regulatory agency for an overweight vehicle and the vehicle is overweight due to the shipper listing an incorrect (low) weight on the bill of lading, the amount of the fine or penalty will be charged to the shipper in addition to all other applicable charges.

**Weight Verifications** **Item 29**

At its sole discretion, carrier may choose to reweigh shipments in its custody. If an error in weight is determined, carrier will correct the billed weight accordingly. The corrected weight will be used to assess proper freight charges. A weight verification document will be available upon request.

Any bill of lading received by Load to Ride Transportation without a weight will be weighed at our location and a service charge of \$25.00 per shipment will be applicable.

# ACCESSORIAL SERVICES

## **Arizona Surcharges (AZS)**

## **Item 30**

Shipments of freight, all kinds, as described in NMFC destined to Arizona Zip Codes listed, shall be subject to the accessorial charges as provided below:

Charges: Per shipment.....\$50.00

Zip Codes referred to are as follows:

86321

new

Charges: Per shipment.....\$80.00

Zip Codes referred to are as follows:

85321, 85328, 85341, 85360, 85371, 85601, 85634, 85639, 85922, 85942, 86020, 86023-86024, 86028-86036, 86039-86047, 86053-86054, 86320, 86337, 86411-86412, 86431, 86433-86434, 86437, 86441, 86443-86445, 86503-86512, 86515, 86520, 86532-86549, 86556

Charges: Per shipment.....\$150.00

Zip Codes referred to are as follows:

85357, 86514

Charges: Per shipment.....\$200.00

Zip Codes referred to are as follows:

86021-86022, 86052, 86432, 86502

## **Beyond Charges (BYD)**

## **Item 31**

Shipments picked up or delivered to the following points will be subject to a beyond charge based on carrier's determination of the best practice for said pickup or delivery. Beyond charge will be subject to a minimum of \$85.00 and a maximum of \$2500.00. The points listed below are for convenience of reference. It is not stated as a complete list. Beyond charges are the responsibilities of the paying party as noted on the original bill of lading.

Shelter Island, NY 11964

Shelter Island Heights, NY 11965

Dauphin Island, AL 36528

Ocracoke, NC 29760

Isleboro, ME 04848

Northhaven, ME 04853

Vinalhaven, ME 04863

Boca Grande, FL 33921

Captiva, FL 33924

Sanibel, FL 33957

Deer Harbor, WA 98243

East Sound, WA 98245

Lopez Island 98261

Decatur Island, WA 98261

Olga, WA 98279

North Padre Island, TX 78373

Orcas, WA 98280

Shaw Island, WA 98286

San Juan Island, WA 98250

Washington Island, WI 54246

Waldron Island, WA 98297

Stuart Island, WA 98250

Decatur Island, WA 98261

Blakely Island, WA 98222

Cypress Island, WA 98222

Lummi Island, WA 98262

Point Roberts, WA 98281

Bainbridge Island, WA 98110

Anderson Island, WA 98303

Vashon Island, WA 98070

Avalon, CA 90704

Kiawah Island, SC 29455

Block Island, RI

Nantucket, MA 02554, 02564, and 02584

Martha's Vineyard, MA 02535, 02539, 02552, 02557, 02568, 02573, 02575

Counties of Del Norte, CA, Humboldt, CA, Siskiyou, CA, and Trinity, CA (commonly known as the California Bubble)

Points in the Florida Keys

## **Billing Administration (ADM)**

## **Item 32**

A change in freight payment terms will be permitted upon receipt of a corrected bill of lading or other written instructions from the shipper prior to delivery of freight. Once freight has been delivered, authorization will be required from the party assuming responsibility for payment. The charge for this service is \$20.00 for each time a correction is made.

Reversal of freight charges will not be allowed after payment has been received based on the terms of the original bill of lading.

Carrier will invoice the shipper's bank or other agent for freight charges, but carrier reserves the right to bill and collect freight charges from the shipper and consignee in the event full payment of freight charges is not received pursuant to third party billing.

**Blind Shipment Request (BLD)****Item 33**

A blind shipment occurs when a third party controls the movement of the freight but does not want either the shipper or consignee to know the name of the other. The following conditions must met:

1. The shipment must be prepaid and request must be made prior to pickup.
2. The service request must be made in writing to the carrier.
3. Section 7 of the Bill of Lading cannot be signed.
4. Load to Ride Transportation, LLC will not ensure the confidentiality of the transaction.
5. When this service is requested, an additional fee of \$55.00 per shipment will be incurred.
6. Shipment cannot be hazardous.

**Canadian Border Crossing Congestion Surcharge (PQ)****Item 34**

Shipments requiring delivery into or out of Canada will be subject to a Canadian Border Crossing charge of \$.44 CWT with a minimum of \$43.00 and a maximum of \$175.00 per shipment. Any shipment requiring delivery into or out of Canada will be subject to a Canadian Border Crossing detention charge of 2 hours free, \$80.00 for the first hour, then \$35.00 per fifteen minutes or part thereof, subject to a maximum of \$850.00 per 24 hour period. All time calculations will be based on a 24 hour day, 7 days per week, inclusive of holidays and weekends.

**Cape Cod Beyond Charges (CPD)****Item 35**

Shipments picked up or delivered to the following points will be subject to a beyond charge based on carrier's determination of the best practice for said pickup or delivery. Beyond charge will be subject to a minimum of \$65.00 and a maximum of \$1400.00. The points listed below are for convenience of reference. It is not stated as a complete list. Beyond charges are the responsibilities of the paying party as noted on the original bill of lading.

\$65.00-\$300.00

Zip Codes referred to are as follows:

02500-02534, 02536-02538, 02540-02551, 02533, 02555-02556, 02558-02563, 02564-02567, 02569-02572, 02574, 02576-02583, 02584, 02585-02599, 02600-02699

\$75.00-\$1400.00

Zip Codes referred to are as follows:

02535, 02539, 02552, 02554, 02557, 02568, 02573, 02575

**Collect on Delivery Shipments (C.O.D.)****Item 36**

Collect on delivery shipments will be accepted subject to the following provisions and charges:

1. Shipments tendered for COD must be clearly stamped, typed or written with the word "COD" on the original bill of lading.
2. Carrier will not accept shipments with a value of more than \$25,000. If shipment is inadvertently accepted for an amount higher, it will be returned to shipper. If carrier inadvertently accepts a COD shipment with an amount higher than \$25,000, carrier's liability, if any, will not exceed \$25,000.
3. Acceptable forms of payment are bank cashier's check, bank certified check, money order or personal check of the consignee. Failure of shipper to specify the method of payment would make all of the above acceptable forms of payment. All checks and money orders are to be made payable to the shipper. The carrier will accept checks and money orders as the agent of the shipper. In such case, the carrier's responsibility is limited to the exercise of due care and diligence in forwarding such checks and money orders to shipper.
4. The charge for this service is 5% of the C.O.D. amount subject to a minimum of \$68.00 and a maximum of \$500.00.

**Detention (DET)****Item 37**

Carrier's line haul charges include a reasonable amount of time to accomplish the pickup and/or delivery of a shipment. When the time required exceeds the standard free time, additional charges will apply. Detention charges are the responsibility of the paying party as noted on the original bill of lading.

**With Power Unit**

Upon arrival of truck, one (1) hour of free time is allowed for LTL shipments and two (2) hours of free time are allowed for TL shipments. The additional charge once free time is exceeded is \$80.00 for the first hour and \$35.00 for each 15 minute increment or part thereof. The maximum will be \$850 per 24 hour period. All time calculations will be based on a 24 hour day, 7 days per week, inclusive of holidays and weekends. Time shall end upon completion of loading and acceptance by the driver of a signed bill of lading or upon completion of unloading and acceptance by the driver of a signed delivery receipt.

**Without Power Unit**

Dry Van: \$60.00 per 24 hour period.

Heated / Refrigerated Van: \$160.00 per 24 hour period.

Carrier responsibility for safeguarding shipments loaded into spotted trailers shall begin when possession thereof is taken by the carrier.

Carrier responsibility for safeguarding shipments unloaded from spotted trailers shall cease when the trailer is spotted at or on the site designed by the consignee.

Nothing in this item shall require the carrier to pickup or deliver spotted trailers at hours other than carrier's normal business hours.

**Document Copies (COP)****Item 38**

Shipper may access carrier's website and retrieve necessary documents at no charge. When a request is made to supply a copy of a proof of delivery or bill of lading for a shipment, a service fee of \$7.50 per document will be assessed. Under no circumstances will carrier provide an original bill of lading or delivery receipt.

**Expedited Service (GUA) (TAR)****Item 39****NO FINE PRINT GUARANTEE DELIVERY SERVICE (GUA)**

Load to Ride Transportation offers a **No Fine Print Guarantee Service**. You can receive a quote for this service and schedule your pickup by dialing our Pricing Department at 1-800-422-5332. Our guarantee service program assures you that your time-sensitive shipment will reach its destination at the agreed upon time or the line haul portion (net of fuel surcharge or any applicable accessorial charges) of your shipment is **free**.

**TARGET DATE DELIVERY SERVICE (TAR)**

Load to Ride Transportation guarantees Target Date delivery prior to 5 P.M. local time between all service points in the Continental U.S. as listed in the Load to Ride Transportation Transit Schedule. On-time delivery is determined by the service standard in effect between such points (described by zip or postal code) at the time of shipment.

The shipper must clearly and legibly write or mark **Target Date Guarantee** on the bill of lading, and notify the pickup driver at time of pickup request.

The fee for this added service will be a 20% premium added to the payor's normally discounted rate or \$25.00, whichever is greater and will be shown on the invoice as a separate line item. If the shipment is delayed due to causes beyond the control of Load to Ride Transportation, including but not limited to: acts of God; acts or omissions of public authority; riots, strikes or labor disputes; government regulations, orders or requirements; severe weather or other natural disasters that disrupt ground transportation networks; act or omission by shipper, consignee or owner of goods, the **Target Date Guarantee** service fee will be removed. All other applicable charges will be due. Load to Ride Transportation liability for an on-schedule delivery failure shall be limited to the cancellation of the Target Date Guarantee service fee as provided herein and Load to Ride Transportation shall not be liable for any consequential, incidental, special, punitive, economic or similar damages of any kind or nature.

The **Target Date Guarantee** will not apply on residential, COD, Self Storage Warehouses, Traveling Shows or Convention Centers, appointment or notify deliveries.

**Florida Keys Surcharge (FLK)**

**Item 40**

Shipments of freight, all kinds, as described in NMFC destined to Florida Keys Zip Codes listed, shall be subject to the accessorial charges as provided below:

Charges: Per shipment..... \$100.00

Zip Codes referred to are as follows;  
33040-33050

**Fuel Surcharge (FSC, FUE)**

**Item 41**

The fuel surcharge is adjusted on Monday and is based on the US Department of Energy's National Average Diesel Fuel Index in effect.

Fuel surcharge is applicable on net line-haul charges only.

LTL is defined as any one shipment that occupies 28 feet or less of trailer space and/or weighs 28,000 pounds or less. Shipment weighing 18,000# or more will be subject to an additional 5% of LTL fuel surcharge.

DOE National Average		Fuel Surcharge		
From:	To:	LTL	TL 500 Miles or less	TL 501 Miles or more
\$1.150	\$1.189	2.5%	8.0%	\$0.05
\$1.190	\$1.239	3.0%	8.5%	\$0.06
\$1.240	\$1.289	3.5%	9.0%	\$0.07
\$1.290	\$1.339	4.0%	9.5%	\$0.08
\$1.340	\$1.389	4.5%	10.0%	\$0.09
\$1.390	\$1.439	5.0%	10.5%	\$0.10
\$1.440	\$1.489	5.5%	11.0%	\$0.11
\$1.490	\$1.539	6.0%	11.5%	\$0.12
\$1.540	\$1.589	6.5%	12.0%	\$0.13
\$1.590	\$1.639	7.0%	12.5%	\$0.14
\$1.640	\$1.689	7.5%	13.0%	\$0.15
\$1.690	\$1.739	8.0%	13.5%	\$0.16
\$1.740	\$1.789	8.5%	14.0%	\$0.17
\$1.790	\$1.839	9.0%	14.5%	\$0.18
\$1.840	\$1.889	9.5%	15.0%	\$0.19
\$1.890	\$1.939	10.0%	15.5%	\$0.20
\$1.940	\$1.989	10.5%	16.0%	\$0.21
\$1.990	\$2.039	11.0%	16.5%	\$0.22
\$2.040	\$2.089	11.5%	17.0%	\$0.23
\$2.090	\$2.139	12.0%	17.5%	\$0.24
\$2.140	\$2.189	12.5%	18.0%	\$0.25
\$2.190	\$2.239	13.0%	18.5%	\$0.26
\$2.240	\$2.289	13.5%	19.0%	\$0.27
\$2.290	\$2.339	14.0%	19.5%	\$0.28
\$2.340	\$2.389	14.5%	20.0%	\$0.29
\$2.390	\$2.439	15.0%	20.5%	\$0.30
\$2.440	\$2.489	15.5%	21.0%	\$0.31
\$2.490	\$2.539	16.0%	21.5%	\$0.32

\$2.540	\$2.589	16.5%	22.0%	\$0.33
\$2.590	\$2.639	17.0%	22.5%	\$0.34
\$2.640	\$2.689	17.5%	23.0%	\$0.35
\$2.690	\$2.739	18.0%	23.5%	\$0.36
\$2.740	\$2.789	18.5%	24.0%	\$0.37
\$2.790	\$2.839	19.0%	24.5%	\$0.38
\$2.840	\$2.889	19.5%	25.0%	\$0.39
\$2.890	\$2.939	20.0%	25.5%	\$0.40
\$2.940	\$2.989	20.5%	26.0%	\$0.41
\$2.990	\$3.039	21.0%	26.5%	\$0.42
\$3.040	\$3.089	21.5%	27.0%	\$0.43
\$3.090	\$3.139	22.0%	27.5%	\$0.44
\$3.140	\$3.189	22.5%	28.0%	\$0.45
\$3.190	\$3.239	23.0%	28.5%	\$0.46
\$3.240	\$3.289	23.5%	29.0%	\$0.47
\$3.290	\$3.339	24.0%	29.5%	\$0.48
\$3.340	\$3.389	24.5%	30.0%	\$0.49
\$3.390	\$3.439	25.0%	30.5%	\$0.50
\$3.440	\$3.489	25.5%	31.0%	\$0.51
\$3.490	\$3.539	26.0%	31.5%	\$0.52
\$3.540	\$3.589	26.5%	32.0%	\$0.53
\$3.590	\$3.639	27.0%	32.5%	\$0.54
\$3.640	\$3.689	27.5%	33.0%	\$0.55
\$3.690	\$3.739	28.0%	33.5%	\$0.56
\$3.740	\$3.789	28.5%	34.0%	\$0.57
\$3.790	\$3.839	29.0%	34.5%	\$0.58
\$3.840	\$3.889	29.5%	35.0%	\$0.59
\$3.890	\$3.939	30.0%	35.5%	\$0.60
\$3.940	\$3.989	30.5%	36.0%	\$0.61
\$3.990	\$4.039	31.0%	36.5%	\$0.62
\$4.040	\$4.089	31.5%	37.0%	\$0.63
\$4.090	\$4.139	32.0%	37.5%	\$0.64
\$4.140	\$4.189	32.5%	38.0%	\$0.65
\$4.190	\$4.239	33.0%	38.5%	\$0.66
\$4.240	\$4.289	33.5%	39.0%	\$0.67
\$4.290	\$4.339	34.0%	39.5%	\$0.68
\$4.340	\$4.389	34.5%	40.0%	\$0.69
\$4.390	\$4.439	35.0%	40.5%	\$0.70
\$4.440	\$4.489	35.5%	41.0%	\$0.71
\$4.490	\$4.539	36.0%	41.5%	\$0.72
\$4.540	\$4.589	36.5%	42.0%	\$0.73
\$4.590	\$4.639	37.0%	42.5%	\$0.74
\$4.640	\$4.689	37.5%	43.0%	\$0.75

\$4.690	\$4.739	38.0%	43.5%	\$0.76
\$4.740	\$4.789	38.5%	44.0%	\$0.77
\$4.790	\$4.839	39.0%	44.5%	\$0.78
\$4.840	\$4.889	39.5%	45.0%	\$0.79
\$4.890	\$4.939	40.0%	45.5%	\$0.80
\$4.940	\$4.989	40.5%	46.0%	\$0.81
\$4.990	\$5.039	41.0%	46.5%	\$0.82

When the DOE fuel index exceeds \$5.039 per gallon, the fuel surcharge continues to increase 0.5% for every five-cent increase and \$.01 per mile increase for every five-cent increase in average fuel price.

The DOE national average is available by dialing the DOE Hotline (202-586-6966, extension 1) any day of the week. The DOE national average can also be found on the DOE website. Go to [www.eia.doe.gov](http://www.eia.doe.gov), then click the link for On-Highway Retail Diesel Prices.

### **Temperature Control Fuel Surcharge**

Add the following percentage of fuel surcharge on LTL and truckload shipments if temperature control service is required.

DOE National Average		Fuel Surcharge
From:	To:	%
\$1.320	\$1.519	0.5%
\$1.520	\$1.719	1.0%
\$1.720	\$1.919	1.5%
\$1.920	\$2.119	2.0%
\$2.120	\$2.319	2.5%
\$2.320	\$2.519	3.0%
\$2.520	\$2.719	3.5%
\$2.720	\$2.919	4.0%
\$2.920	\$3.119	4.5%
\$3.120	\$3.319	5.0%
\$3.320	\$3.519	5.5%
\$3.520	\$3.719	6.0%
\$3.720	\$3.919	6.5%
\$3.920	\$4.119	7.0%
\$4.120	\$4.319	7.5%
\$4.320	\$4.519	8.0%
\$4.520	\$4.719	8.5%
\$4.720	\$4.919	9.0%
\$4.920	\$5.119	9.5%

When the DOE fuel index exceeds \$5.119 per gallon, the additional fuel surcharge continues to increase 0.5% for every twenty cent increase in average fuel price.

The DOE national average is available by dialing the DOE Hotline (202-586-6966, extension 1) any day of the week. The DOE national average can also be found on the DOE website. Go to [www.eia.doe.gov](http://www.eia.doe.gov), then click the link for On-Highway Retail Diesel Prices.



**Grocery or Food Warehouse Service****Item 42**

Pickup or delivery of LTL shipments to or from grocery or food warehouses will be subject to an additional surcharge. This surcharge does not include any applicable charges associated with detention, driver loading or unloading, or lumper fees.

1-4999 lbs	\$75.00
5000-9999 lbs	\$100.00
10000 – 14999 lbs	\$125.00
15000 lbs and Over	\$150.00

**Hazardous Materials (HAZ)****Item 43**

LTL: \$.50 per CWT, Minimum \$24.00 Maximum \$350.00

TL: \$350.00

Carrier may transport shipments of Hazardous Materials in accordance with the transportation requirements of the U. S. Dept. of Transportation. As used herein, Hazardous Materials are defined under Title 49 CFR.

Poison/Toxic Inhalation Hazards (PIH/TIH all Zones), and/or Poison/Toxic goods, and DOT classified "UN2672 Ammonia Solution" commodities- full or empty, require special handling and approval for acceptance. These shipments **MUST** be quoted prior to transportation. Should a shipment be inadvertently accepted by carrier without a quote on file, the shipment will be rated based on the following:

2000# minimum weight for poison commodity

Poisonous Gases (Inhalation Hazard) – N M F C 85900 Sub 1-3

Poisonous or Toxic Materials – N M F C 45615 Sub 1-14

F A K provisions outlined in contractual pricing agreements will not apply on Poisonous Gases or Materials unless otherwise agreed to.

Normal transit schedule does not apply to Poisonous Gases or Materials.

Organic Peroxide will be rated as temperature control, team, truckload service.

Load to Ride Transportation does not transport the following hazardous classes or divisions:

Explosives (Class 1), Radioactive (Class 7), Hazardous Waste (all Classes), Biohazards (Etiologic agents/Infectious substances) (Class 6.2) or Carbon Black and its derivatives.

When special permits and/or safety permits are required by various Federal, State, or regulatory agencies for the transportation of specific hazardous materials, said permits will be purchased by the carrier and collected from the shipper. The purchase cost of the permit plus a service charge of \$50 per permit for each state and/or municipality for which the permit is required will be assessed to the shipment.

Any notation on the shipper's bill of lading which in any way limits or denies the carrier access to the vehicle in which the shipment is loaded, shall cause shipment to be classified as Exclusive Use with all rules for Exclusive Use applied.

Shipper is responsible for payment of all costs associated with the cleanup of their material when such cleanup is the result of shipper's negligence. Further, any and all liability for damages resulting from the hazardous material shall be borne by the shipper.

The shipper shall be charged for all costs and damages, direct or indirect, resulting from the release, for any reason, of any undisclosed hazardous material or any undisclosed hazardous substances contained in used packaging tendered by shipper as being "empty".

**Inside Delivery (INS)****Item 44**

An additional charge of \$6.00 per hundred pounds subject to an \$85.00 minimum charge and a maximum charge of \$500.00 will be applicable when a dock is not available and a driver is required to take freight off the trailer and deliver it inside a structure or building on the same level and within 100 feet of the trailer.

Any shipment requiring delivery inside a multiple level structure or building or more than 100 feet from the trailer, will be billed an additional charge based on the individual requirements.

This service is available when carrier's operating conditions permit.

These charges are the responsibility of the paying party as noted on the original bill of lading.

**Liftgate (LFT)****Item 45**

This charge is applicable when liftgate equipment is required for delivery or pickup.

The charges outlined in this item do not apply when Load to Ride Transportation does not have suitable vehicles equipped with such devices and operators available. The charges for this service will be the responsibility of the paying party listed on

the bill of lading. If Load to Ride Transportation has equipment and operators available, the following charges will be assessed.

Zip codes: 10000-10199, 20815-20827, 20901-20916, 20950, 21402-21405, 21441  
MIN \$121.75 MAX \$650.00

Zip codes: All other zip codes in the continental United States not listed above  
MIN \$103.75 MAX \$500.00

Truckload shipments requiring specialized equipment such as pups, straight trucks, or city trucks outside of a 200 mile radius of Denver, CO must be quoted. If a shipment is accepted without a quote on file, carrier will rate based on individual requirements.

**Loading/Unloading by Carrier (UNL) Item 46**

Freight tendered for loading or unloading shall be so situated by the shipper as to be directly accessible to the vehicle. Carrier will furnish only one employee per vehicle to assist in the loading or unloading of freight utilizing customer handling equipment. Removal of freight from a trailer without the use of this equipment is subject to Sort and Segregate charges. This charge does not include any applicable charges for inside delivery or detention. These charges are the responsibility of the paying party as noted on the original bill of lading.

Shipments requiring this service will be subject to an accessorial charge of \$6.00 per 100 pounds with a minimum of \$60.00 and a maximum charge of \$500.00. If a lumper is secured to perform this service, the applicable charge will be the lumper amount plus 10%. **(LMP)** Requests for copies of lumper receipts will be subject to a \$15.00 administrative charge. **(REC)** This charge does not include any applicable charges for inside delivery or detention.

**New York Metro Congestion (NYS) Item 47**

An additional charge of \$200.00 per truckload shipment will be applicable when carrier is required to deliver to zip codes 090-109, 110-119.

An additional charge of \$79.50 per shipment will be applicable when carrier is required to deliver to zip codes 090-109.

**Non Business Hours (NBH) Item 48**

Shipments requiring pickup and/or delivery Monday through Friday after 6:00 p.m. or prior to 5:00 a.m. will be considered an after business hour shipment and incur an additional service charge of \$95.00 per shipment.

**Non Commercial Access (NCM) (TWK) Item 49**

When an LTL pickup or delivery service is provided at schools, churches, camps, country clubs, estates, farms, mini-storage warehouses, rectories, convents, military bases, carnivals, fairs, nursing homes, hospitals, docks, piers, wharfs, construction or utility sites, mines, quarries, prisons, or other such places where access is limited or a loading/unloading dock is not available an additional charge of \$4.50 per hundred pounds with a minimum of \$75.00 and a maximum of \$350.00 will apply. Truckload shipments will be subject to a surcharge of \$350.00. This fee will also apply when a security check is necessary to load or unload freight. Pickups or deliveries requiring a TWIK card will be subject to an additional charge of \$35.00.

**Northern Virginia Surcharge (NVA) Item 50**

Shipments of freight, all kinds, as described in NMFC destined to Northern Virginia Zip Codes listed, shall be subject to the accessorial charges as provided below:

Charges: Per shipment..... \$45.00

Zip Codes referred to are as follows:

20108-20113, 20164, 20190-20194, 22030-22033, 22066, 22125, 22191-22193, 20120, 20165, 22003, 22035, 22079, 22151-22153, 22201-22210, 20121, 20167, 22015, 22038-22046, 22081, 22156, 22213-22219, 20124, 20170-20172, 22027, 22060, 22101-22103, 22180-22182, 22301-22332, 20151, 22124

**Northwest Surcharge (NWS)**

**Item 51**

Shipments of freight, all kinds, as described in NMFC destined to Idaho, Oregon, and Washington Zip Codes listed, shall be subject to the accessorial charges as provided below:

**Idaho**

Charges: Per shipment.....\$50.00

Zip Codes referred to are as follows:

83802, 83808

**Oregon**

Charges: Per shipment.....\$50.00

Zip Codes referred to are as follows:

97011, 97017, 97021, 97028, 97033, 97037, 97324, 97436, 97886

Charges: Per shipment.....\$65.00

Zip Codes referred to are as follows:

97001, 97326, 97711, 97712, 97720, 97721, 97731, 97732, 97733, 97735, 97737, 97738, 97740, 97750, 97751, 97752, 97758, 97810, 97813, 97817, 97820, 97821, 97825, 97828, 97831, 97845, 97848, 97856, 97864, 97865, 97869, 97870, 97873, 97877, 97880, 97884, 97885, 97907, 97908, 97909, 97910

Charges: Per shipment.....\$75.00

Zip Codes referred to are as follows:

97029, 97041, 97049, 97050, 97057, 97063, 97067, 97125, 97329, 97342, 97344, 97358, 97360, 97374, 97384, 97830, 97836

Charges: Per shipment.....\$85.00

Zip Codes referred to are as follows:

97839

Charges: Per shipment.....\$95.00

Zip Codes referred to are as follows:

97346, 97350, 97357, 97412, 97413, 97425, 97427, 97430, 97434, 97451, 97463, 97468, 97484, 97488, 97489, 97490, 97492, 97627, 97638, 97640, 97641, 97722, 97736, 97812, 97819, 97823, 97824, 97827, 97833, 97835, 97837, 97840, 97841, 97842, 97843, 97857, 97861, 97874, 97903-97911, 97917

Charges: Per shipment.....\$96.00

Zip Codes referred to are as follows:

97846

Charges: Per shipment.....\$125.00

Zip Codes referred to are as follows:

97447, 97636, 97637

Charges: Per shipment.....\$150.00

Zip Codes referred to are as follows:

97710, 97902

**Washington**

Charges: Per shipment.....\$50.00

Zip Codes referred to are as follows:

98013, 98070, 98349, 98351, 98524, 98546, 98581, 98588, 98601, 98602, 98603, 98616, 98619, 98622, 98623, 98628, 98635, 98673, 98675, 98811, 98845

Charges: Per shipment.....\$65.00

Zip Codes referred to are as follows:

98859 98929 99345 99346 99356

Charges: Per shipment.....\$125.00

Zip Codes referred to are as follows:  
99322

Island points – 98243 98245 98250 98261 98262 98279 98280 98281 98286

**Notification Prior to Delivery of Shipments (NOT) Item 52**

The charge for this service is \$24.50 per shipment. This charge only applies on LTL shipments. When notification prior to delivery is requested in any of the formats below, the charge for notification will be the responsibility of the party responsible for all other freight charges.

- Bill of lading or any other shipping order bears notation requesting carrier to notify consignee prior to delivery
- In the event delivery requires special handling instruction
- A delivery appointment is required
- It becomes known to carrier from another source, either verbal or written, that consignee requires notification.

**Driver Notify (DCL)**

In the event a driver is required to call in route to a delivery, an additional charge of \$9.50 will be applicable. When Driver Notify is requested on the Bill of Lading or any other shipping order, or it becomes known to carrier from another source, verbal or written, the charge will be the responsibility of the paying party on the original bill of lading.

**Pallet Jack (PJK) Item 53**

If a pallet jack is required at time of delivery or pickup and the carrier is responsible for providing the pallet jack, an applicable charge of \$40.00 per pallet jack will be assessed. This charge is the responsibility of the paying party as noted on the original bill of lading.

**Reconsignment or Diversion Item 54**

A request for a reconsignment or diversion of a shipment will be subject to the following definitions, conditions, and charges.

Definitions:

- A change in the name of the shipper, consignee, or rightful owner of the shipment.
- A change in a place of delivery.
- Refused shipments being returned to the original shipper.

Conditions:

- A request for re-consignment or return to shipper must be made in writing or confirmed in writing.
- The carrier must be satisfied that the party making the request has the authority to do so.
- Load to Ride Transportation will make a diligent effort to execute the request but will not be responsible if such service is not completed.
- Only entire shipments, not portions of shipments, may be reconsigned.

Charges:

- LTL: Applicable LTL rates for lane of movement plus \$25.00 administrative fee.
- TL: If returned to origin state or re-consigned to lane where no rate is established, the rate will be \$1.75 per mile subject to a minimum charge of \$850 for dry vans and \$950 for heated vans and \$1200 for refrigerated units plus administration fee of \$90.00.

**Redelivery Item 55**

When a shipment is tendered for delivery and through no fault of the carrier such delivery cannot be accomplished, the following charges will be applicable for each time the carrier returns to effect delivery of the shipment. These charges will be the responsibility of the paying party stated on the original bill of lading.

LTL: Applicable LTL rate for lane movement plus \$25.00 administrative fee.

TL: \$1.75 per mile subject to a minimum charge of \$850 for dry vans and \$950 for heated vans and \$1200 for refrigerated units plus administration fee of \$90.00.

Customers requesting drop and hook deliveries are responsible for unloading inbound loaded equipment within 12 hours. If empty equipment is not available for carrier recovery within 12 hours and carrier attempts to pickup, a redelivery charge will apply.

**Residential Pickup or Delivery (RES) Item 56**

Load to Ride Transportation does **NOT** handle pickup or delivery of shipments to private residences. Any shipment inadvertently accepted by Load to Ride Transportation may be returned to the shipper at the shipper's expense. If Load to Ride Transportation chooses to deliver or pickup from a residence, the additional charge will be \$5.10 per cwt subject to a minimum of \$125.00 and a maximum of \$350.00. The charges provided in this item apply separately for pickup and separately for delivery and are in addition to all other lawful charges. Standard transit does not apply to residential shipments.

The term private residence includes apartments, churches, day cares, camps, farms, public storage facilities, private homes, businesses operated out of private residences, and other such locations not generally recognized as commercial locations.

**Single Shipment (SSC) Item 57**

A single shipment tendered for pick up at one time and one location, weighing less than 500 pounds and unaccompanied by any other shipments, will be subject to a \$15 Single Shipment charge.

**Sorting or Segregating (SOR) Item 58**

This charge is applicable when the driver is required to remove freight from the incoming pallet and sort product onto one or more separate pallets by mark, brand, sizes, flavors, or other distinguishing characteristics. This charge is also applicable when the driver is required to assist in the loading or unloading of freight without use of the customer's handling equipment. This charge does not include any applicable charges for detention. The applicable charge for LTL or TL shipments for this service is \$2.97 per hundred pounds subject to a minimum of \$60.00 and a maximum of \$300.00.

If a lumper is secured to perform this service, the applicable charge will be the lumper amount plus 10%. Requests for copies of lumper receipts will be subject to a \$15.00 administrative charge. This charge does not include any applicable charges for inside delivery or detention.

All charges outlined in this item are the responsibility of the paying party as listed on the original bill of lading.

**Storage (STO) Item 59**

Storage charges on freight awaiting linehaul transportation will begin at 7 A.M. the first business day after freight is received by the carrier. Storage charges on undelivered freight will begin at 7 A.M. the first business day after notice of arrival has been provided. Storage charges will accrue every day thereafter including holidays and weekends.

TL: Dry Van: \$100.00 per 24 hour period.  
Heated / Refrigerated Van: \$250.00 per 24 hour period.  
LTL: \$50.00 per day  
Heated / Refrigerated Shipments: \$75.00 per day

**Stop Off in Route (SO#) Item 60**

Truckload shipments requiring delivery at multiple locations will incur an additional charge of \$125.00 for the first stop, \$250.00 for the second stop and \$400.00 for each additional stop over 2.

Load to Ride Transportation does not allow stop off pickup or deliveries on LTL rated shipments.

**Temperature Control (REF) (PFF) Item 61**

Any customer whose shipments require any type of temperature control service are required to register their product's requirements before the commencement of shipping activity. The bill of lading must clearly state the particular data relating to the product's description and temperature parameters. The carrier at its sole discretion can reject the tender of, or return any temperature control shipment when in the carrier's judgment it cannot meet the requirements. The above action is necessary to accommodate extreme cold weather conditions, excessively long holding periods, holidays or any other unusual conditions. Carrier will not be responsible for any damage to shipments containing commodities requiring protective service from heat or cold if said damage is the result of a delay in normal delivery not directly attributable to negligence on the part of the carrier or if the shipment is refused by the consignee.

**Protect from Freezing: (PFF)**

This service is available October 15<sup>th</sup> thru April 15<sup>th</sup> each calendar year. The original bill of lading must be clearly marked "Protect from Freezing" or "P F F" by the shipper. P F F service shipments must be identified when pickup is scheduled. Products tendered for this service cannot freeze at temperatures above 32 degrees Fahrenheit. Product

requiring maintenance of a single temperature or range of temperatures is not eligible for Protect from Freezing service. These shipment(s) will be handled as Temperature Control service and must be quoted prior to shipment.

Additional charges for Protect from Freezing service are:

LTL: \$2.40 per cwt, subject to a minimum of \$24.00 and a maximum of \$200.00

TL: \$.15 per mile subject to a minimum of \$200.00 per shipment.

### **Temperature Control (REF)**

Consignors warrant that all temperature-controlled shipments have been properly pre-cooled to the appropriate temperature for transportation as shown on the bill of lading prior to tender. Mechanical refrigeration units on trailers are capable of maintaining normal temperatures during transit but are not intended to raise or lower the temperature of shipments.

The consignee shall accept delivery of all undamaged products and shall immediately remove all shipments to appropriate temperature controlled storage areas.

Any shipment requiring temperature control that is outside the definition of our Protect from Freezing Service in which a heated or refrigerated unit is necessary to meet the temperature requirement will be subject to the following accessorial charge.

LTL: LTL Shipments requiring temperature control must be quoted prior to movement of freight. If freight is tendered to carrier without an established quote, carrier will rate at a temperature control truckload rate plus applicable temperature control fuel surcharge.

TL: If freight is tendered without an established quote, carrier will assess a temperature control truckload rate plus any applicable temperature control fuel surcharge.

### **Tradeshow or Convention Pickup or Delivery Service (SHO) Item 62**

Shipments destined to a convention, exhibition site, or show site must be prepaid. If the original bill of lading indicates the terms are collect, carrier reserves the right to change the terms to prepaid.

Shipments picking up or destined to a convention, exhibition, or show site must be quoted or under contract prior to shipment. If carrier inadvertently accepts a shipment destined to a convention, exhibition or show site, shipment will be rated at carrier's discretion. Any surcharge or rate does not include any applicable charges associated with detention, loading or unloading.

### **Truck Ordered not Used (TRK) Item 63**

This charge is applicable when equipment is ordered and cancelled after the unit has been dispatched. The charge is \$1.75 per mile from last destination to designated pickup subject to a minimum of \$350.00 per unit.

### **Truckload Shipments Item 64**

#### **EQUIPMENT POSITIONING (REP)**

In the event that the shipper or consignee requires the movement of trailing equipment precipitating a "bobtail", a charge of \$1.75 per mile subject to a minimum of \$250 will apply plus applicable fuel surcharge. If a customer requires pickup at a location in which a unit is not currently available, a repositioning charge of \$1.75 per mile subject to a minimum of \$250 will apply plus applicable fuel surcharge.

#### **EXCESSIVE MILEAGE CHARGE**

When carrier by way of freight tender or bill of lading for truckload shipments is required to make stop(s) en route to final destination, mileage calculations will be inclusive of all stops.

#### **LAYOVER (LAY)**

The following charge will be applicable when carrier is required to layover driver/equipment to make delivery or pickup: Single driver \$350.00, Team \$500.00 per 24 hour period.

#### **SHIPPER LOAD AND COUNT**

Unless otherwise noted, carrier accepts all truckload shipments on a shipper load and count basis, and as such, is not responsible for overages, shortages, or damage.

#### **TENDERED AS TRUCKLOAD**

When a shipment is tendered to carrier as a truckload for service or any other reason, applicable truckload rate will apply and will not alternate with any applicable less than truckload rate. Such shipments will be rated with any accessorial charges pertaining to truckload shipments.

#### **TRAILER SCALE**

Any shipment that requires the carrier to weigh the trailer light and heavy will be subject to a charge of \$90.00 per scale plus the cost of scale tickets if the scale is within 30 miles. All other requests will be quoted based on distance.

**WEEKEND OR HOLIDAY PICKUP OR DELIVERY SERVICE (SAT)**

**Item 65**

Shipments requiring pickup and/or delivery on Saturday, Sunday, or a holiday will incur an additional service delivery charge of 50% of line haul charges or \$350 whichever is greater. Contact the Load to Ride Transportation Pricing Department for a quote prior to shipment.