

**Tariff BEAV 125**

**Beaver Express Service, LLC**

**Rules**

**And also**

**Special Charges for Terminal and Special Services**

**Issued by Michael R. Stone  
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Woodward, OK 73801**

This tariff applies only in connection with tariffs or contracts making reference hereto by BEAV number

Issued November 14, 2016

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**ITEM 115**

**DEFINITIONS AND EXPLANATION OF TERMS**

**1. DEFINITION OF BUSINESS HOURS.**

The term "Business Hours" means those hours during which persons in the community or trade involved generally keep their stores, offices, plants, etc., open for the transaction of business to all concerned.

**2. DEFINITION OF HOLIDAYS.**

The term "Holiday" means:

New Year's Day  
Memorial Day (Last Monday in May)  
Independence Day (July 4)  
Labor Day (First Monday in September)  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day (December 25)

or any other day generally observed as a holiday by the carrier at the point where the service is performed.

When such holiday falls on Sunday, the following Monday shall be considered as a holiday.

**3. DEFINITION OF LESS TRUCKLOAD AND TRUCKLOAD:**

- (a) Where the terms LTL, AQ or Less-than-truckload or Any Quantity are used, such terms refer only to an amount of freight subject to rates applying on less than 20,000 pounds.
- (b) Where the terms Vol., TL, or Truckload are used, such terms refer only to an amount of freight subject to rates applying on 20,000 pounds or more, and further subject to any stated minimum weights provided in connection with the rates and provisions.

**4. A "TRUCKLOAD" OR "VEHICLE" MEANS:**

- (a) Any one truck or one vehicle which is self-propelled, or
- (b) Any one vehicle which must be towed by a power unit (See paragraph (c)) and used on highways in the transportation of property.
- (c) When two or more vehicles as defined in (b) are towed by one power unit they shall be considered as two or more vehicles.

**ITEM 200**

**CLASSIFICATION OF ARTICLES**

1. Where governing Classification, ICC NMF 100 Series, provides a "0" rating for a commodity, the applicable rating shall be Class 500.
2. Where the governing Classification, ICC NMF 100 Series, provide "not taken" provisions, inadvertent pick-up and handling by carriers parties to this item shall be at Class 500.
  - (a) Where the governing Classification, ICC NMF 100 Series, provides actual or released value rating, the shipper shall state such valuation at time of shipment. In no case shall carrier's liability exceed the value as shown on the shipping order or bill of lading or invoice value whichever is lower.
  - (b) Further, the shipment will be subject to the lowest actual or released value in ICC NMF 100 Series when shipper or shipper's agent fails to enter the actual value or declare the released value of the property on the shipping orders and bills of lading at time of shipment.
3. For shipments of commodities classified in the National Motor Freight Classification as exempt, the rating class will be determined upon the density in pounds per cubic foot as follows:

POUNDS PER CUBIC FOOT	CLASS
Less than 1	400
1 but less than 2	300
2 but less than 4	250
4 but less than 6	150
6 but less than 8	125
8 but less than 10	100
10 but less than 12	92.5
12 but less than 15	85
15 but less than 22.5	70
22.5 but less than 30	65
30 or greater	60

The cubic capacity of shipments shall be determined by totaling the cubic feet of all articles, pieces and packaged units, in accordance with NMFC Item 110, section 8(a) and (b). If the bill of lading or packaging provided instructions that in any way prohibits the utilization of the trailer space between the trailer ceiling and the top of the article, the height of the article will be considered as 96 inches.

**ITEM 210****INADVERTENCE CLAUSE: APPLICATION OF CLASSES  
(EXCEPTION OF NMF 100, ITEM 170)**

As an exception to Item 170 of the NMF 100 Series, if the actual density or density group is not shown and the shipment is inadvertently accepted, charges will initially be assessed at Class 125. Upon submission of satisfactory proof of a higher actual density or lower class, freight charges will be adjusted accordingly and the shipment will be subject to charge pursuant to Beaver 100, Item 475, in addition to all other lawfully applicable charges.

**ITEM 300**

**ADVANCING CHARGES  
ADVANCING CHARGES TO SHIPPERS, ETC.**  
(Exception to NMFC Item 300) (See Note 6)

No charges of any description will be advanced to shippers, owners, consignees or agents thereof, nor to their draymen or warehousemen, except charges which are incidental to the transportation of shipment (See Note 1). The nature of charges to be advanced, as shown in Note 1, must be stated on the Bill of Lading at time of shipment.

The charges for collecting and remitting the amount of the advance charges will be collected from the consignee, except that such charges may be prepaid by the shipper, providing notation to that effect is made by the shipper on the Bill of Lading and shipping order, at time of shipment.

NOTE 1 - The term "Charges incidental to the transportation of the shipment" shall include only the following:

- (a) Inbound transportation charges (ocean transportation will not be advanced) (Subject to Note 4)
- (b) Loading or unloading charges.
- (c) Charges for packing or crating the shipment.
- (d) Drayage charges (Subject to Note 2).
- (e) In bond or custom house charges.
- (f) Wharfage or handling charges on import shipments.
- (g) Warehouse storage or warehouse handling charges.
- (h) Broker's fees on Customs or in bond shipments (See Notes 3 and 5).
- (i) Demurrage.
- (j) Carriers storage.

NOTE 2 - The term "Drayage" as used in this item shall mean local transportation with the pickup terminal area, from actual origin to the line haul carrier's dock. "No drayage charges which are not lawfully on file with the Interstate Commerce Commission will be advanced unless the payment is guaranteed in writing by the consignor".

NOTE 3 - When reference is made hereto, the nature of the charges to be advanced need not be stated on Bill of Lading at time of shipment if they accrue at a point other than origin.

NOTE 4 - Cost of preparing immediate transportation entry (IT) papers will be advanced by the carrier and will not be subject to the advance charge.

NOTE 5 - Provisions of this item do not include the advancing of brokers' fees on in bond shipments moving from a place in a foreign country to another place in a foreign country and transported through the United States.

NOTE 6 -

The charges of the carrier for advancing monies above described will be:

When the amount advanced is:	Charge for making advance will be:
Not over \$150.00	\$16.40
Over \$150.00 not over \$175.00	17.93
Over 175.00 not over 200.00	19.60
Over 200.00 not over 250.00	21.19
Over 250.00 not over 300.00	22.78
Over 300.00 not over 350.00	25.00
Over 350.00 not over 400.00	26.21
Over 400.00 not over 450.00	30.57
Over 450.00 not over 500.00	33.01
Over 500.00 not over 550.00	35.54
Over 550.00 not over 600.00	38.07
Over 600.00 not over 650.00	40.68
Over 650.00 not over 700.00	43.40
Over 700.00 not over 750.00	45.85
Over 750.00 not over 800.00	46.91
Over 800.00 not over 850.00	51.05

Over 850.00 not over 900.00	53.78
Over 900.00 not over 950.00	56.40
Over 950.00 not over 1000.00	58.99
Over \$1000.00 at rate of \$58.99 per thousand.	



**ITEM 345**

**ARRIVAL NOTICE AND UNDELIVERED FREIGHT**

**PART 1**

**ARRIVAL NOTICE:**

1. Actual tender of delivery at consignee's place constitutes the notice of the arrival of a shipment.
2. If the shipment is not actually tendered for delivery, notice of arrival will be given to the consignee not later than the next business day (See Note 1) following the arrival of the shipment.
  - (a) The notice will be given by telephone, if convenient and practical; otherwise by mail, fax or email. The notice however transmitted, will specify the point of origin, the consignor and the commodity and weight of shipment.
  - (b) If the consignee's address is unknown to the carrier, the notice will be mailed to him at the post office serving the point of destination shown on the bill of lading.
  - (c) In the case of notification by mail, the notice will be deemed to have been given (that is, received by the addressee) at 8 AM on the first business day (See Note 1) after it was mailed.

**PART 2**

**UNDELIVERED FREIGHT:**

1. If freight cannot be delivered because of the consignee's refusal, or inability to accept it, or because the carrier cannot locate the consignee, or if freight cannot be transported because of an error or omission on the part of the consignor, the carrier will make a diligent effort to notify the consignor promptly that the freight is in storage and the reason therefor.
2. Undelivered shipments will be subject to storage as provided in Item 910.
3. On undelivered shipments disposition instructions issued prior to tender of delivery will not be accepted as authority to reship or return a shipment or to limit storage liability.

**NOTE 1** - For the purpose of this item, business day means Monday through Friday, excluding holidays.

**ITEM 350****ATTEMPTED PICK-UP**

When a shipper or third party requests carrier to make a pick-up, and the carrier cannot make the pick-up due to the actions/inactions of the shipper and/or third party, carrier will invoice the responsible party (that requested the pick-up) an attempted pick-up fee of \$17.00 per attempt for an express shipment or \$35.00 per attempt for a LTL rated shipment.

**ITEM 360**

**BILL OF LADING ORDER-NOTIFY SHIPMENTS**

Except as otherwise provided, shipments moving on Order-Notify bills of lading will be subject to an additional charge of 1861 cents per shipment.

**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.

**ITEM 390**

**CAPACITY LOADS - OVERFLOW**

1. Each and every vehicle loaded to capacity shall be subject to a minimum weight of 20,000 lbs.
2. The excess or overflow portion of a shipment that does not require another vehicle to be loaded to capacity shall be rated as a separate shipment.
3. The terms "LOADED TO CAPACITY" or "CAPACITY LOAD" refers to the extent to which a vehicle 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 vehicle; or;
  - (b) That quantity of freight which, in the manner loaded, so fills a vehicle that no additional article in that shipping form tendered identical in size to the large article in the shipment can be loaded in or on the vehicle.
  - (c) That quantity of freight that can be legally loaded in or on a vehicle because of the weight or size limitation of state or regulatory bodies; or
  - (d) The quantity of freight consisting of one article loaded in or on a vehicle when one additional article, weighing the same as or more than the articles loaded, cannot be legally loaded because of the weight limitation of state or regulatory bodies.

NOTE 1 - The provisions of this paragraph will apply regardless of whether there is another article tendered for loading as part of the same shipment.

**ITEM 430**

**COD SHIPMENTS**

The charge for collecting and remitting the amount of each COD bill to be collected on shipments consigned COD will be 1% of the COD amount, subject to a minimum charge of \$13.00 for express shipments, and 3% of the COD amount, subject to a minimum charge of \$23.00 for LTL rated shipments.

Note: If, after a C.O.D. shipment has been forwarded, and the Shipper requests:

- A. That the amount of the C.O.D. be increased or decreased, or;
- B. That the Shipper will accept the Consignee's business or personal check, instead of cash or certified funds, or;
- C. That the C.O.D. amount be dropped, or;
- D. That the shipment be reconsigned to another business in the same town,

The Shipper must furnish appropriate instructions to the origin service center or independent contractor. Once approved at the origin point, the instructions will be transmitted to the destination point. A charge of \$6.00 for express shipments and \$12.00 for LTL rated shipments will be made for approving and transmitting the above instructions.

**ITEM 470**

**CONTROL AND EXCLUSIVE USE OF VEHICLE**

**SECTION 1**

**Control of Vehicle**

Except as provided in Section 2 of this item, no shipment is entitled to the exclusive use of the vehicle in which it is to be transported and the carrier has control of the vehicle with the unrestricted right to:

1. Select the vehicle for the transportation of a shipment.
2. Transfer the shipment to another vehicle.
3. Load other freight on the same vehicle.
4. Remove locks or seals applied to the vehicle.

**SECTION 2**

**Exclusive Use Of Vehicle**

When the exclusive use of a vehicle is provided by the carrier at request of consignor or consignee, the following provisions will apply:

1. Charges will apply to each vehicle used to transport the shipment.
2. The request must be given in writing or placed on the bill of lading and shipping order.
3. When bill of lading and/or shipping instructions prohibit the breaking of locks or seals or the co-loading of additional freight, such instructions will be considered as a written request for exclusive use service.
4. The vehicle will be devoted exclusively to the transportation of the shipment, without the breaking of locks or seals, except as provided in Paragraph 5.
5. In the event a lock or seal has been removed from a vehicle, the carrier will immediately re-lock or re-seal the vehicle and will notate the accompanying papers with the new lock or seal number and the reason for removal of the original lock or seal. No freight will be added to the vehicle except at the instruction of the consignor or consignee.
6. Charges will be computed at the rates and weights applicable to the shipment without reference to this item subject to a minimum charge for 20,000 lbs. at the Class 125 weight group 20M rate.
7. Charges are to be paid or guaranteed by the party requesting the service and the non-recourse stipulation of the bill of lading may not be executed (This paragraph not applicable on shipments moving on Government bills of lading).
8. When the request for exclusive use of vehicle is made by the consignor or consignee after shipment has been receipted for and is in possession of the carrier, the carrier will, if possible, intercept the shipment and convert it to exclusive use of vehicle service over as much of the route as possible. The party making the request must confirm in writing and must guarantee charges. Such written verification will be preserved by the carrier and be considered as part of the bill of lading contract. Charges will be assessed as provided in Part 6 between the point of origin and point of destination.
9. Stop-offs for partial loading or partial unloading will not be permitted on shipments transported under provisions of this section.

**ITEM 475****CORRECTED BILL OF LADING**

When a shipper or third party requests carrier to change the freight payment terms to something different than the terms of the original bill of lading (for example, collected charges to prepaid charges, or vice versa), carrier will invoice the responsible party (requesting the changes) a corrected bill of lading fee of \$6.00 per shipment for an express shipment or \$12.00 per shipment for a LTL rated shipment.



## ITEM 480

### CUSTOMS OR IN BOND FREIGHT

1. Shipments moving under United States Customs Bond for U. S. Customs clearance at a point in the United States will be assessed a charge of 170 cents per 100 pounds, subject to a minimum charge of 3300 cents and a maximum charge of 15633 cents per shipment based on the actual weight or applicable minimum weight, whichever is greater. Such charge shall be in addition to all other applicable charges. On shipments requiring the use of more than one trailer, each trailer shall be considered as a separate shipment for the purpose of applying the provisions of this item. (See Note 2)
2. Except as provided in Notes 1, 3 and 4, line haul charges on shipments requiring U. S. Customs Clearance destined to a point outside of the commercial zone of the point of U. S. Customs Clearance will be assessed on the basis of rates and charges applicable from point of origin to the point of U. S. Customs Clearance, plus the rates and charges applicable from the point of U. S. Customs Clearance to the final destination. When the final destination is within the commercial zone of the point of U. S. Customs Clearance, the line haul rates and charges to be assessed will be those applicable to the point of U. S. Customs Clearance or to final destination, whichever is greater.
3. Import Freight moving In Bond may not be included on the same shipment on the same bill of lading and shipping order with freight not moving In Bond.
4. Shipments moving under United States Customs Bond will not be accorded stopping in transit or split pick up or split delivery privileges.
5. Detention charges, if any, will be assessed against the party responsible for the line haul charges. For the purpose of applying storage rules and charges in connection with shipments moving under U. S. Customs Bond, notification to the Deputy Collector of Customs that a shipment is available for Customs inspection will constitute tender of shipment for delivery.
6. Each IT Permit (Immediate Transportation Permit) issued for movement of an In Bond Shipment will be considered as a separate shipment, and must be accomplished by one bill of lading and shipping order. The provisions of this paragraph will not apply to 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.
7. 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 Item 390 of this tariff. On shipments cleared enroute by U. S. Customs, and movement beyond such clearance does not require a seal, normal rates and charges shall apply to the beyond point.

NOTE 1 - Not applicable from or to Canada when U. S. Customs clearance is performed at ports located on the U. S.-Canadian boundary line or adjacent hereto.

NOTE 2 - Will also apply when carrier is required to move freight from site of initial pickup to another site for U. S. Customs clearance prior to departure from port facilities.

NOTE 3 - Line-haul charges on shipments requiring U.S. Customs clearance at Brownsville, Hidalgo or Roma, TX, destined to a point outside the corporate limits of the point of U.S. Customs clearance will be assessed on the basis of rates and charges applicable from point of origin to point of U.S. Customs clearance, plus the rates and charges applicable from the point of U.S. Customs clearance to the final destination (See Note 4).

NOTE 4 - On shipments requiring U.S. Customs clearance at; Brownsville, TX destined to points within 6 miles of the corporate limits thereof; Hidalgo, TX destined to points within 3 miles of the corporate limits thereof; or Roma, TX destined to points within 4 miles of the corporate limits thereof, the line-haul rates and charges to be assessed will be those applicable to the point of U.S. Customs clearance or to the final destination, whichever is greater.

## ITEM 480-1

### CUSTOMS OR IN BOND FREIGHT

- (a) A part of a truckload or LTL shipment held out by United States Government authorities at port of import for appraisalment or other action by them, when forwarded, will be billed as a part lot of the original shipment and full reference to the original billing shall be shown on the part lot

billing.

- (b) Such freight will be rated as a part of the original shipment and not as a separate LTL shipment. The rate on this part of the shipment does not include pickup service provided for in Item 570 (Pickup and Loading Service).
- (c) If such part lot shipment is brought to the carrier's dock by other than the motor carrier, the actual cost of such movement, if paid by the motor carrier, will be added to the freight bill. If such part lot shipment is picked up by the motor carrier a charge of 653 cents per 100 pounds, minimum charge of 2740 cents per shipment, will be assessed and such charge will be in addition to the line haul charge.

## ITEM 500

### DETENTION - VEHICLES WITH POWER UNITS

#### APPLICATION:

Detention - vehicles with power units - 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:

#### SECTION 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 provisions of this item, the term "truckload rates" shall be considered to include shipments moving on a rate subject to a stated minimum weight of 10,000 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 Section 4. After the expiration of free time, charges will be assessed as provided in Section 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 pick up 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.

#### SECTION 2 - Definitions - The following general definitions will apply when the below terms are used in this item:

- (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 of the Bill of Lading to the carrier on shipments billed "To Order".
  2. Payment of lawful charge 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 nonworking periods" mean meal, coffee, and rest breaks.
- (g) "Pallet" means pallets, platforms, shipping racks, or skids with or without standing sides or ends, but without tops.

#### SECTION 3 - Computation of time -

- (a) Commencement and terminations:
  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 or 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 for carrier's actual arrival time subject to an extension of 15 minutes for each 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 the 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 Section 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 nonworking periods, any such time will be excluded from the computation of free time, or will be excluded from the computation of time in excess of free time.

SECTION 4 - Free time -

- (a) Free time in minutes per vehicle stop shall be 20 minutes.
- (b) 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 charge 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.
- (c) When a vehicle is both unloaded and reloaded, each transaction will be treated independently of the 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.
- (d) 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.

SECTION 5 - Charges -

When the delay per vehicle beyond free time is 1 hour or less, the charge will be \$36.09. For each additional 30 minutes or fraction thereof, the charge will be \$18.05.

**ITEM 501**

**DETENTION - VEHICLES WITHOUT POWER UNITS**

**APPLICATION:**

Detention - vehicles without power units - spotting or dropping trailers - (See Note A)

This item applies when carrier's vehicles without 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:

NOTE A - For the purposes of this item the terms "spotting" and "dropping" are considered to be synonymous and are used interchangeably.

**SECTION 1 -General provisions -**

- (a) Subject to the availability of equipment, carrier will spot empty or loaded trailers for loading or unloading on the premises of consignor, consignee, or on other premises designated by them, or as close thereto as conditions will permit.
- (b) Loading or unloading will be performed by consignor, consignee, or other party designated by them. When carrier's employee assists in loading, unloading, or checking the freight, the detention provisions governing vehicles with power units will apply. In the case of spotting for loading the bill of Lading must show "Shipper Load and count."
- (c) Carrier responsibility for safeguarding shipments loaded into trailers spotted under the provisions of this item shall begin when loading has been completed and possession thereof is taken by the carrier.
- (d) Carrier responsibility for safeguarding shipments unloaded from trailers spotted under the provisions of this item shall cease when the trailer is spotted at or on the site designated by consignee.
- (e) Free time for each vehicle will be as provided in Section 3. After the expiration of free time charges will be assessed as provided in Section 4.
- (f) The detention charges due the carrier will be assessed against the consignor in the case of spotting for loading and against the consignee in the case of spotting for unloading irrespective of whether charges are prepaid or collect.
- (g) Nothing in this item shall require a carrier to pick up or deliver spotted trailers at hours other than the carrier's normal business hours. This shall not be construed as a restriction on carrier's ability to pick up or deliver spotted trailers at hours other than its normal business hours.

**SECTION 2 - Definitions - The following general definitions will apply when the below terms are used in this item:**

- (a) "Vehicle" means tractor-trailer combinations used for the transportation of property where:
  - 1. "Trailer" means a mobile unit with or without wheels, used to transport property and,
  - 2. "Tractor" means a mechanically powered unit used to propel or draw a trailer or trailers upon the highways.
- (b) "Loading" includes:
  - 1. Furnishing of the Bill of Lading, forwarding directions, or other documents necessary for forwarding the shipment to the carrier, and
  - 2. Notification to the carrier that the vehicle is loaded and ready for forwarding.
- (c) "Unloading" includes:
  - 1. Surrender of 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 ready for forwarding, and
  - 4. Signing of delivery receipt.
- (d) "Premises" means 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) "Spotting" means the placing of a trailer at a specific site designated by consignor, consignee, or other party designated by them, detaching the trailer, and leaving the trailer in full possession of consignor, consignee, or other designated party unattended by carrier's employee and unaccompanied by power unit. Carrier will not move the trailer until such time as it has received notification pursuant to Section 3, that the trailer is ready for pickup at any site on premises. Consignor, consignee, or other

designated party may shift the spotted trailer with its own power units at its own expense and risk for the purpose of loading or unloading. Empty trailers placed at the premises of consignor without specific request are not spotted until the carrier receives a consignor's request and places a trailer for spotting. Movement of the trailer from the consignor's premises to the specific site for spotting shall be the obligation of the carrier, and free time shall accrue as provided in Section 3.

#### SECTION 3 - Computation of free time -

##### (a) Commencement of spotting and free time:

1. Spotted trailers will be allowed 24 consecutive hours of free time for loading or unloading. For trailers spotted for unloading, such time shall commence at the time of placement of the trailer at the site designated by consignee, or other party designated by consignee. For trailers spotted for loading, such time shall commence when the trailer is spotted at the site specifically designated by the consignor or a party designated by consignor.
2. When any portion of the 24 hour free time extends into a Saturday, Sunday, or holiday (national, State, or municipal), the computation of time for such portion shall resume at 12:01 A.M. on the next day which is neither a Saturday, Sunday, or holiday.
3. Free time shall not begin on a Saturday, Sunday, or holiday (national, State, or municipal), but at 8:00 A.M. on the next day which is neither a Saturday, Sunday, or holiday.
4. When a trailer is both 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 after free time for unloading has elapsed.

##### (b) Termination of spotting and notification:

1. Consignor, consignee, or other party designated by them shall notify carrier when loading or unloading has been completed and the trailer is available for pickup. The trailer will be deemed to be spotted and detention charges will accrue until such time as the carrier receives notification. Notification by telephone if convenient and practical, otherwise by telegraph or mail, shall be given by consignor, consignee, or other party designated by them at their own expense, to carrier or other party designated by carrier for the purpose of advising such carrier or other party that the spotted trailer has been loaded or unloaded and is ready for pickup. If notification is by telephone, carrier may require written confirmation.

##### (b) Termination of spotting and notification: (Continued)

2. When a spotted trailer is changed to a vehicle with power at the request of consignor, consignee, or other party designated by them, the free time and detention charges will be applied as follows:
  - (i) If the change is requested and made before the expiration of free time for a spotted trailer, free time will cease immediately at the time the request is made, and detention charges for vehicles with power will immediately commence with no further free time allowed.
  - (ii) If the change is requested and made after the expiration of free time for a spotted trailer, free time and detention charges will be computed on the basis of a spotted trailer up to the time the change was requested. In addition thereto, the vehicle will immediately be charged detention for a vehicle with power with no further free time allowed.

##### (c) 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 the arrival of trailers for spotting.
2. If carrier's vehicle arrives later than the scheduled time, time shall begin to run from actual time spotting commences.
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.

#### SECTION 4 - Charges -

- (a) General detention charges: After the expiration of free time as provided in Section 3(a) of this item, charges for detaining a trailer will be assessed as follows:

	Charge
1. For each of the first and second 24-hour periods or fraction thereof (Saturdays, Sundays, and holidays excepted)	\$50.76
2. For each of the third and fourth 24-hour periods or fraction thereof (Saturdays, Sundays, and holidays excepted)	\$69.93
3. For the fifth and each succeeding 24-hour period or fraction thereof (Saturdays, Sundays, and holidays included)	\$101.51

(b) 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.

(c) 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 \$50.76 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.

## ITEM 502

### DETENTION - LTL OR AQ SHIPMENTS - WITH POWER UNITS

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

#### SECTION 1 - GENERAL PROVISIONS:

1. This item applies only to vehicles which have been ordered or used to transport shipments:  
Subject to rates having a stated minimum weight of less than 10,000 lbs. not subject to Item 470 (Exclusive Use of Vehicle Service) or Item 390 (Capacity Load Provisions).
2. 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.
3. Nothing in this item shall require a carrier to pick up or deliver freight at hours other than such carrier's normal business hours.
4. When vehicle is both unloaded and reloaded, each transaction will be treated independently of the other, except that when loading is begun before unloading is completed, free time for the loading shall not begin until free time for unloading has expired.
5. Freight remaining undelivered after the accrual of any detention charges may be placed in storage. Such freight shall be subject to accrued detention charges up to the time freight is placed in storage and shall immediately become subject to storage charges in Item 910. If the freight is later tendered for delivery, the charge for redelivery in Item 830 will apply. In such event detention charges as provided in Section 5 of this item will immediately become applicable.
6. When the loading or unloading of a vehicle with power cannot be completed at the end of a normal business day:
  - (a) Consignor or consignee may request that the vehicle without power remain at its premises and the provisions of Section 4 (2) will apply.
  - (b) Consignor or consignee may request that the vehicle with power be returned to carrier's premises. At that time, computation of any remaining free time will cease. That portion of the shipment in the carrier's possession is subject to storage as provided in Item 910. When the vehicle is returned to consignor's or consignee's premises, computation of any remaining free time will resume. The portion of a shipment that is redelivered is subject to redelivery charges provided in Item 830.

#### SECTION 2 - DEFINITIONS:

"LOADING" - Includes the furnishing to the carrier the bill of lading of forwarding directions or documents necessary for forwarding of the shipment.

"UNLOADING" - Includes:

- (a) Surrender to the carrier of bill of lading on shipments billed "To Order".
- (b) Payment of lawful charges to the carrier when required prior to delivery of the shipment.
- (c) Notification to the carrier that vehicle is unloaded.
- (d) Signing delivery receipt when delivering carrier's agent is present at unloading.

#### SECTION 3 - COMPUTATION OF TIME:

1. Except as provided in Paragraphs 2 and 3, computation of time shall begin upon notification by the driver to the responsible representative of the consignor or consignee of the arrival of the vehicle for loading or unloading. Time shall end upon completion of loading or unloading and receipt by the driver of a signed bill of lading or receipt for delivery.
2. Computation of time are subject to and are to be made within the normal business day at the designated premises at place of pickup or delivery, except:
  - (a) When loading or unloading is not completed at the end of such day, time will be resumed upon notification by driver to the responsible representative of the consignor or consignee that he is ready to resume loading or unloading.
  - (b) When loading or unloading is interrupted for a normal meal period, meal time not to exceed one hour will be excluded from computation of time.



SECTION 3 - COMPUTATION OF TIME: (Continued)

3. When carrier is permitted to work before or after the normal day, such working time shall also be included.
4. When consignor tenders or consignee receives more than one LTL or AQ shipment at one time, the combined weight will be used to determine free time. The free time will be increased by 5 minutes for each shipment subject to a maximum of 60 minutes additional free time.
5. Where there is more than one payor, charges will be prorated on the basis of the weight of each individual shipment. Where single or multiple LTL or AQ shipments subject to LTL or AQ rates exceed the carrying capacity of one vehicle, free time for each vehicle shall be computed separately.

SECTION 4 - FREE TIME:

1. Free time shall be as follows:

Actual Weight in Pounds Per Vehicle Stop	Free Time in Minutes Per Vehicle Stop
Less than 2,500	30
2,500 but less than 5,000	60
5,000 but less than 7,500	90
7,500 but less than 10,000	120
10,000 but less than 20,000	180
20,000 or more	240

2. Once a vehicle with power is placed for loading or unloading and then changed to a vehicle without power at the request of consignor or consignee, the free time and detention charges will be applied as follows:
  - (a) If the change is requested and made within free time allowed for a vehicle with power, free time will cease immediately at the time request is made and detention charge for vehicle without power will be applied immediately with no further free time allowed.
  - (b) If the change is requested and made after expiration of free time for 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, vehicle will immediately be placed in detention for vehicle without power with no further free time allowed.
3. Free time will be computed on the total number of shipments and their combined weight on the vehicle, regardless of origin or destination. Where any shipment on the vehicle is subject to a similar rule providing greater total free time for the vehicle than here provided, such greater free time will apply. When free time is exceeded, detention charges on the vehicle will be determined by the application of the lowest detention charge governing any shipment on the vehicle.

SECTION 5 - CHARGES:

1. When the loading or unloading is delayed, the charge per vehicle for each 15 minutes, or fraction thereof, beyond free time will be \$18.05.
2. The amounts due the carrier under the provisions of this rule shall 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. In the case of import, intercoastal or coastwise shipments, the consignee will be responsible for the charges and in the case of export, intercoastal or coastwise shipments, the consignor will be responsible for the charges.

**ITEM 530**

**DISTRIBUTION CENTER DELIVERIES**

Except as otherwise specifically provided, shipments consigned to grocery warehouses/distribution centers will be subject to a \$30.00 distribution center delivery fee.

## ITEM 560

### EXTRA LABOR - LOADING OR UNLOADING

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:  
\$65.00 per hour, rounded up to the next whole hour.

Time shall be computed from the time the extra labor arrives at the place of pickup or delivery until loading or unloading is completed. This charge will be assessed against the consignor (See Note 1) if the extra labor is used for loading and against the consignee (See Notes 2 and 3) if the extra labor is used for unloading. Extra labor will not be furnished unless requested by consignor or consignee.

2. Carrier's records must be maintained and kept available at all times and must show as to each vehicle containing shipments on which extra labor is used:
  - (a) Name and address of consignor and 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 the number of hours or days each such man was used.
3. The provisions of this item will not apply on Sundays and Holidays. On such days apply the charges provided in Item 754 (Pickup or delivery Service - Sundays or Holidays).
4. The provisions of this item do not obligate the carrier to furnish extra labor, if such labor is not available at the point of loading or unloading.

NOTE 1 - Consignor, as used in this item, means the party from whom the carrier received the shipment, or any part thereof, for transportation at point of origin or any stop-off point, whether he be the original consignor or warehouseman, or a connecting air, motor, rail or water carrier with which the carrier does not maintain joint through rates, or other person to whom the bill of lading is issued.

NOTE 2 - Consignee, as used in this item, means the party to whom the carrier is required, by the bill of lading or other instructions, to deliver the shipment, or any part thereof, at destination or any stop-off points, whether he be the ultimate consignee or warehouseman, or a connecting air, motor, rail or water carrier with whom the carrier does not maintain joint through rates, or other person designated by the bill of lading.

NOTE 3 - Charges for extra labor or unloading shall be assessed against the consignor if requested by the consignor and so noted on the bill of lading.

**ITEM 566**

**HANDLING FREIGHT AT POSITIONS NOT IMMEDIATELY ADJACENT TO VEHICLE**

When requested by consignor or consignee, and carrier's operating conditions permit, the carrier's may move the shipments or portions of shipments from or to positions beyond the immediately adjacent loading or unloading positions defined in Item 750 (Pick-up or Delivery Service).

Service under this item will be provided to floors above or below the level accessible to carrier's vehicle only when elevator or escalator service is available and labor, when necessary to operate same is provided without cost to the carrier. (See Note 1)

Service provided under this item will be assessed a charge of \$40.00 per shipment.

When shipments are accorded split pickup, split delivery or stopped in transit for partial loading or unloading, the minimum and maximum charges will apply to each stop separately wherever the service is performed.

The charges provided in this item will be in addition to all other lawful charges and unless the bill of lading is specifically endorsed to show prepayment of these charges they will be collected from the party requesting such service, except such charge for shipments moving on Government Bills of Lading will be collected from the U.S. Government.

**ITEM 568**

**HEAVY OR BULKY ARTICLES, LOADING OR UNLOADING**  
(Exception to NMFC Item 568)

- (a) The provisions of NMFC Item 568 will not apply. For provisions to apply, see Item 750 (Pickup and Delivery) and paragraph (b) below.
- (b) Consignor or consignee shall furnish hoists, cranes, winches, jacks, pulleys, blocks and tackle for the loading or unloading of heavy articles, and men to operate such special equipment and assume responsibility for safe loading and unloading.

**ITEM 570**

**IMPRACTICABLE OPERATIONS**

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 of danger to persons or property.

**ITEM 578**

**LOADING BY CONSIGNOR - UNLOADING BY CONSIGNEE**

Rates subject to provisions that consignor is to load and/or consignee is to unload the shipment, as the case may be, are subject to the following additional provisions:

1. At the time of shipment, the consignor must endorse on the Bill of Lading and Shipping Order the notation "Consignor load and count and/or consignee must unload" the shipment, as the case may be.
2. The complete loading and/or unloading service, as the case may be, of the freight, including the count thereof must be performed by the shipper and/or consignee at his expense, without any assistance from the carrier. The carrier's employee and power unit is to be released while loading and/or unloading is performed. At carrier's option, the carrier's employee and power unit may remain during loading or unloading but will render no assistance in loading or unloading or counting.
3. (a) The complete loading service includes the counting and loading of the freight into or on the carrier's vehicle and the proper stowing and/or stacking thereof to withstand the normal hazards of transportation. 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 and make shipments secure for transportation, must be furnished and installed by and at the expense of the consignor.  
(b) The complete unloading service means that the consignee must count and remove the freight from the position in which it is transported in or on the carrier's vehicle.
4. On mixed shipments, when any portion of the freight is required to be loaded or unloaded by shipper and/or consignee, as the case may be, as a condition precedent to the application of the rate, the entire shipment must be loaded and/or unloaded and counted by the shipper or consignee otherwise the rate will not apply and rates otherwise published will be assessed.
5. In the event the shipment is stopped-off for partial loading or partial unloading the party or parties tendering or receiving any portion of the shipment will be subject to the requirements as to loading or unloading and counting, as the case may be.
6. If the consignor fails to comply with the requirements of paragraph 1 herein, or if for any reason the consignor or any party tendering any portion of the shipment refuses to perform the loading and counting, or the consignee, or any party receiving any portion of the shipment refuses to perform the unloading and counting, the rate will not apply and rates otherwise published will be assessed.

## ITEM 580

### MARKING OR TAGGING FREIGHT - CHANGING MARKINGS OR TAGS (See Note 1)

(Exception to NMFC Item 580)

#### PART 1

The provisions of NMFC Item 580 will apply, however, carrier will at the request of the shipper or consignee, change or alter according to instructions, the markings or tags on any packages or pieces of freight subject to the following charges:

\$1.94 per package or piece of freight on which the marking or tag is changed or altered, subject to a minimum charge of \$24.61 per shipment.

All charges accruing under the provisions of this item, must be either paid by the party requesting the service or guaranteed to the satisfaction of the carrier before the service will be performed.

#### PART 2

1. Shipments of commodities as described in Note 2, may be accepted without being stenciled or otherwise marked with the name and address of the consignee, if in lieu thereof each package in the shipment is code marked by numbers subject to the following conditions:
  - (a) Numbers must be not less than 3/4 inch high.
  - (b) Numbers must appear prominently on all sides, top and bottom of each package.
  - (c) Numbers must be legibly and durable machine-printed on each package.
2. In addition to the normal requirements, bill of lading covering such code marked shipments must show the number of packages of each coded commodity, the code number and the applicable bill of lading description.
3. An extra copy of the bill of lading must be submitted with each shipment.
4. Nothing in Paragraphs 1, 2 or 3 above shall be construed as changing the requirements of NMFC Item 580 for the stenciling or otherwise marking of each package in a shipment with the name and address of the shipper.

NOTE 1 - PART 1 will not apply on shipments reconsigned or diverted. On such shipments, apply provisions of Item 820.

NOTE 2 - Where reference is made hereto in PART 2 the commodities are as follows:

FOODSTUFFS GROUP, AND RELATED ARTICLES, VIZ.:

Baking Powder.

Beverage Preparations, NOI, dry.

Bluing, Laundry.

Cereal Food Preparations, Cooked, Viz.:

Bran.

Confection Coated.

Flaked or Shredded, NOI.

Granulated.

Puffed, NOI.

Rice, rolled.

Chocolate Candy.

Chocolate, not confectionery.

Cocoa.

Cocoa Compounds.

Cocoa Paste.

Cocoanut, prepared.

Coffee Extract (Instant).

Coffee, roasted.

Coffee, Substitutes.

Confectionery, NOI.

Dessert Preparations, NOI.

Feed, animal, meat.

Feed, animal, prepared, NOI.

Flour, edible, NOI.

Flour, Grain.



Fruit Tarts (Bakery Goods).  
Gelatin , NOI.  
Gravy.  
Milk, Powdered.  
Milk food, other than liquid.  
Milk Substitutes, dry.  
Pads, Scouring, with or without soap.  
Pectin.  
Potatoes, cooked.  
Rice, cleaned.  
Rice, dry, with seasoning and dry vegetable or other dry ingredients.  
Salad Dressing.  
Salad Dressing Preparations, dry.  
Scourers, Pot, NOI.  
Soup Ingredients (Soup Mix).  
Soups.  
Spaghetti Sauce Mix, dry.  
Starch, liquid.  
Syrup, not medicated, NOI.  
Table Sauces, NOI.  
Tapioca.  
Tea.  
Tea, extract of (instant) dry.  
Wax, laundry compound.

**ITEM 610****TRANSPORTATION OF HOUSEHOLD GOODS**

For the purpose of this rule, Household Goods are defined as second-hand (used) household or personal effects or military baggage such as clothing, personal property, furniture or furnishings for residence with not to exceed one piano. Provisions do not apply on articles of extraordinary value, nor on goods shipped for sale or speculation.

Household goods as defined in this item shall be rated at class 150, subject to a minimum weight of 500 lbs. and shall only be accepted subject to a maximum liability per article of \$0.10 per pound. If shipper fails to declare a value, or declares a value per article in excess of \$0.10 per pound, the shipment will not be accepted. If the shipment is inadvertently accepted, it will be considered as being released to a value not exceeding \$0.10 per pound per article and the shipment will move subject to such limitation of liability. In no instance will the carrier's liability exceed the actual value of the article lost or damaged.

Note: Household goods, personal effects or military baggage susceptible to breakage or having surfaces liable to damage must be protected by packing materials necessary to afford adequate protection against breakage or damage.

**ITEM 640****MIXED SHIPMENTS**

When two or more commodities for which different class or commodity rates are provided are shipped as a mixed shipment without actual weights or cube being obtainable for the portions shipped under separate rates, charges for the entire shipment will be computed at the class or commodity rate applicable to the highest classed or rated commodity contained in such mixed shipment. The minimum weight or cube shall be the highest provided in any of the rates used in computing the charges. In the event a lower charge results by considering such commodities as if they were divided into two or more separate shipments, such lower charge shall apply.

**ITEM 647****NOTIFICATION PRIOR TO DELIVERY**

When carrier is requested to give telephone or written notice of arrival, a charge of \$17.00 will be assessed.

When carrier is required by notification on the bill of lading, this charge is to be billed to the shipper on prepaid shipments, and on collect shipments this charge is to be billed to the consignee. When requested by the consignee, this charge is to be billed to the consignee regardless of the whether the freight charges are prepaid or collect.

## ITEM 710

### **PALLETS, PLATFORMS OR SKIDS** (Exception to NMFC Item 995, Section 1)

The provisions of Sec. 1. NMFC Item 995, will apply, except, when a shipment of 20,000 lbs. or more is prepared for shipment in conformity with packing requirements and in addition is loaded on pallets, platforms or skids, (See Note 3) no charge will be made for the transportation of pallets, platforms or skids, (See Notes 1, 2, 4 and 5) provided the shipper specified the gross weight of the shipment and the actual weight of the pallets, platforms or skids separately on the shipping order and bill of lading at time of shipment, and provided further that when the entire shipment is not loaded on pallets, platforms or skids (See Note 3), shipper specifies separately the weight of those articles which are not loaded on pallets, platforms or skids.

When material not a part of the pallets, platforms or skids is used to protect top of lading or to secure the load to the pallets, platform or skid, allowance will be made for the weight of the pallet, platform or skid, but not for the weight of such material.

In no case, after deducting the weight of the pallets, platforms or skids, to be transported without charge, shall the weight on which charges are based be less than the prescribed minimum weight. When sufficient pallets, platforms or skids cannot be placed on the floor of the trailer to load the prescribed minimum weight, then pallets and palletized material must be capable of being double-decked. At request of carrier, shipper will double-deck in loading.

NOTE 1 - The total weight of the pallet, platforms or skids, transported without charge will not exceed 2,500 pounds per shipment.

NOTE 2 - The weight of the pallets, platforms or skids in excess of the amount transported without charge under the provisions of Note 1 herein will be charged for as follows:

- (a) Straight Shipments - At the rate applicable to the article being transported thereon.
- (b) Mixed Shipments - At the highest rate applicable to any palletized article in the shipment.

NOTE 3 - This item will not apply unless at least 90 per cent of the shipment's weight. (Exclusive of pallet, platform or skid weight) is loaded on pallets, platforms or skids.

NOTE 4 - The provisions of this item do not apply on freight which is loaded on pallets; platforms; racks, shipping, NOI; or skids, as described in NMFC Item 150390, Subs 1, 2 or 3.

NOTE 5 - The provisions of this item apply only on shipments loaded by the shipper and unloaded by the consignee as provided in item 578 herein.

**ITEM 711****PALLET INTERCHANGE**

Carrier having equipped certain vehicles with pallets will furnish such vehicles, when available, upon request. Pallets so constituting part of the standard equipment, of the carrier's vehicle, may be removed by consignor, provided such consignor replaces in the vehicles a like number of pallets of identical size and construction, underload; or may be removed by consignee provided such consignee replaces in the vehicle a like number of pallets of identical size and construction, loaded or empty.

Pallets so replaced on vehicle will become carrier's property as part of the standard equipment of the vehicle in lieu of the carrier's pallets exchanged by consignor or consignee.

**ITEM 730**

**LIMITED ACCESS**

When carrier makes a pickup or delivery at a location with limited access, a charge of \$50.00 will apply.

Limited access locations include but are not limited to the following:

- Construction Sites
- Schools
- Churches
- Fairs, Carnivals
- Mine Sites
- Prisons
- Military Bases / Installations
- Mini Storage Facilities
- Remote Locations

## ITEM 750

### PICKUP OR DELIVERY SERVICE

Except as otherwise provided, rates in tariffs governed by this tariff include one pickup and loading and one delivery and unloading or one tender for delivery of a shipment by the carrier (See Item 570 for Impracticable Operations), during business hours, at one site, subject to the following provisions:

#### 1. PLACEMENT OF VEHICLE FOR LOADING:

At the request of the consignor, the carrier will furnish and place a vehicle at the loading site designated by the consignor to pick up a shipment there tendered for transportation.

#### 2. PLACEMENT OF VEHICLE FOR UNLOADING:

The delivery of a shipment by the carrier to the place of delivery specified on the bill of lading will include the placing of a vehicle at the delivery site designated by the consignee.

#### 3. LOADING BY CARRIER: (See Note 2)

Freight tendered for loading shall be so situated by the consignor as to be directly accessible to the vehicle, or it shall be immediately adjacent to a parking space suitable for carrier to place his vehicle for loading. (See Note 1). (See Item 566 for handling freight not adjacent to vehicle). Carrier will furnish only one employee per vehicle for loading whether it be the driver, helper or any other employee except as otherwise provided.

#### 4. UNLOADING BY CARRIER: (See Note 2 and exceptions)

Freight will be unloaded at the delivery site immediately adjacent to the delivery vehicle. (See Note 1). (See Item 566 for handling freight not adjacent to the vehicle). Carrier will furnish only one employee per vehicle for unloading whether it be the driver, helper or any other employee except as provided in item 560 (extra labor).

#### 5. RESTRICTIONS ON LOADING OR UNLOADING BY CARRIER: (See Notes 2 and 5)

(a) Loading or unloading service does not include assembling, packing, unpacking dismantling, inspecting, sorting or segregating freight.

(b) Except as otherwise provided, loading or unloading service does not include furnishing by the carrier of rigging or special loading or unloading equipment such as platform vehicles (other than two wheeled hand trucks), winches, cranes, jacks, blocks or falls or other special equipment used in hoisting, lowering, handling or placing freight in position. When such equipment is used in loading or unloading, the consignor or the consignee, as the case may be, shall furnish same and the necessary labor to operate such equipment at its expense, and shall also assume responsibility for safe loading or unloading, except carrier's employee may use hand trucks or four-wheeled hand carts and hand or electrically operated pallet jacks (non-riding type) when furnished by the consignor or consignee.

#### 6. LOADING BY CONSIGNOR OR UNLOADING BY CONSIGNEE: (See Note 2)

The consignor or consignee may elect to waive the loading or unloading of freight by the carrier as provided in this item by performing at his own expense the loading or unloading of the shipment on or from the carrier's vehicle.

#### 7. WAIVER OR DELIVERY RECEIPT:



When consignor or owner has made written arrangements with the carrier, freight consigned to construction sites (or other places where no representative of the consignee is present or available to receipt for the shipment) will be delivered and unloaded by the carrier and left unattended at the place designated.

Except as otherwise provided, rates in tariffs governed by this tariff include one pickup and loading and one delivery and unloading or one tender for delivery of a shipment by the carrier (See Item 570 for Impracticable Operations), during business hours, at one site, subject to the following provisions: (Continued)

#### 8. HEAVY OR BULKY FREIGHT - LOADING OR UNLOADING: (See Notes 3 and 4)

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) Weight 110 lbs. or less, the carrier will perform the loading and/or unloading.

(b) Weights more than 110 lbs. but less than 500 lbs.:

1. The carrier will perform the loading and/or unloading where the consignor and/or consignee provides a dock, a platform or ramp directly accessible to the carrier's vehicle. Not applicable when the freight exceeds 8 feet in its greatest dimension or exceeds 4 feet in each its greatest and intermediate dimension - See Paragraph (b) 2 and (d). When 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.

2. The carrier will perform the loading and/or unloading where the consignor and/or consignee provided a dock, platform or ramp directly accessible to the carrier's vehicle if such freight (i) exceeds 8 feet but does not exceed 22 feet in its greatest dimension and does not exceed 2 feet in its intermediate dimension, or (ii) 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.

(c) 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.

(d) Exceeds 8 feet in its greatest dimension or exceeds 4 feet in 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 (b) 2 of this item.

9. When Beaver Express makes a pickup or delivery at any non-commercial or private location, including, but not limited to commercial establishments or businesses that are not open to the walk-in public during normal business hours, hotels, apartments, camps, churches, schools and other similar locations, a fee of \$6.00 per shipment for an express shipment or a fee of \$30.00 for a LTL rated shipment will apply.

10. When Beaver Express makes a pickup or delivery at a construction site, utility, mine, prison, government location, country club, ranch, park, resort, mini-storage, lodge, farm, ranch, golf course, forest or 'remote' site, and other similar locations, a fee of \$23.00 per shipment for an express shipment or a fee of \$58.00 for a LTL rated shipment will apply.

NOTE 1

(a) Freight shall be deemed to be immediately adjacent to a space suitable for carrier to place his vehicle for loading or unloading if separated therefrom only by an intervening public sidewalk.

(b) If a parking space suitable for carrier to place his vehicle for loading or unloading is occupied or city ordinance prevents its use, the nearest available parking space may be used.

(c) When two or more shipments are placed by the shipper as close as practicable to a parking space suitable for carrier to place its vehicle for loading, all of such shipments will be considered as immediately adjacent thereto even though the shipment or shipments that were closest to such parking space were picked up first by the same or different motor carriers.

(d) When shipper assigns to two or more carriers designated spaces in its shipping room or loading platform where outgoing freight will be placed by the shipper for pickup by the designated carriers and all of such assigned spaces are as close as practicable to a parking space suitable for carrier to place its vehicle for loading, all such assigned and designed spaces will be considered immediately adjacent to such parking space.

NOTE 2

(a) Loading, by definition in this item, includes stowing and counting of the freight in or on carrier's vehicle.

(b) 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.

NOTE 3

(a) Loading, by definition in this item, includes stowing of the freight in or on the carrier's vehicle.

(b) Unloading, by definition in this item includes the removing of the freight from the position in which it is transported in or on the carrier's vehicle.

NOTE 4

The provisions of NMFC Item 568 (Heavy or Bulky Freight - Loading or Unloading) will not apply.

NOTE 5

The provisions of Paragraph 5 will not allow for the opening of packages or unitized shipments, including shrink wrapped or banded freight on pallets, skids or slip sheets.

**ITEM 751**

**INSIDE PICKUP / DELIVERY SERVICE**

When inside delivery service is performed the charge, in addition to all other lawful charges, will be \$30.00 per shipment.

**ITEM 753**

**PICKUP OR DELIVERY SERVICE AT PRIVATE RESIDENCES AND OTHER SUCH LOCATIONS**

Shipments picked up or delivered to private residences or camps (other than military) will be assessed a charge of \$50.00. These charges will apply separately for pickup and delivery and will be in addition to all other applicable charges. The party responsible for the freight charges shall also be responsible for the charges accrued under this item. Residential delivery service is only to the inside of door and does not include assembling, packing, unpacking, dismantling, sorting, setup or removal.

**ITEM 754**

**PICKUP OR DELIVERY SERVICE - SUNDAYS OR HOLIDAYS**

1. When consignor or consignee requests carrier to pick up or deliver freight on Sundays or holidays, such service will be subject to a charge of 5580 cents per man per hour or fraction thereof, minimum charge of 47010 cents per man per day. Such charge shall be in addition to all other applicable charges.
2. Time shall be computed upon notifications of the driver to the responsible representative of the consignor or consignee that the vehicle or vehicles are 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 pickup an empty trailer (vehicles without power units) on Sundays or holidays even though the actual pickup and/or delivery of freight may occur on a day other than Sundays or Holidays the charge for this will be 44659 cents per man per day, or fraction thereof.
4. The carrier is not obligated to furnish pickup or delivery service on Sundays or Holidays. If a delivery date is specified on the bill of lading and shipping order and it is a Sunday or a Holiday, such document must also indicate that the date is in fact a Sunday or Holiday.
5. Charges must be either paid by the party requesting the service or guaranteed to the satisfaction of the carrier before pickup or delivery will be made.

**ITEM 760**

**EXPRESS RATES MINIMUM CHARGES**

Express rate shipments which are inbound or outbound to the ZIP Codes listed below are subject to a minimum charge of \$35.00.

64011	64012	64013	64014	64015	64016	64020	64024
64029	64030	64034	64037	64040	64050	64051	64052
64053	64054	64055	64056	64057	64058	64061	64063
64064	64065	64067	64068	64069	64071	64074	64075
64076	64078	64079	64080	64081	64082	64083	64085
64086	64089	64090	64093	64097	64098	64101	64102
64105	64106	64108	64109	64110	64111	64112	64113
64114	64116	64117	64118	64119	64120	64121	64123
64124	64125	64126	64127	64128	64129	64130	64131
64132	64133	64134	64136	64137	64138	64139	64141
64142	64144	64145	64146	64147	64148	64149	64150
64151	64152	64153	64154	64155	64156	64157	64158
64160	64161	64162	64163	64164	64165	64166	64167
64168	64170	64171	64172	64173	64179	64180	64183
64184	64185	64187	64188	64189	64190	64191	64192
64193	64194	64195	64196	64197	64198	64199	64429
64501	64502	64503	64504	64505	64506	64507	64508
64701	64725	64726	64733	64734	64746	64747	64788
65265	65301	65302	65305	65323	65327	65336	65337
65340	65351	66002	66006	66007	66008	66010	66012
66013	66014	66015	66016	66017	66018	66019	66020
66021	66023	66024	66025	66026	66027	66030	66031
66032	66033	66035	66036	66039	66040	66041	66042
66043	66044	66045	66046	66047	66048	66049	66050
66051	66052	66053	66054	66056	66058	66060	66061
66062	66063	66064	66066	66067	66070	66071	66072
66073	66075	66076	66078	66079	66080	66083	66085
66086	66087	66090	66091	66092	66093	66094	66095
66097	66101	66102	66103	66104	66105	66106	66109
66110	66111	66112	66113	66115	66117	66118	66119
66160	66201	66202	66203	66204	66205	66206	66207
66208	66209	66210	66211	66212	66213	66214	66215
66216	66217	66218	66219	66220	66221	66222	66223
66224	66225	66226	66227	66250	66251	66276	66279
66282	66283	66285	66286	66424	66434	66439	66532
75001	75006	75007	75008	75010	75011	75014	75015
75016	75017	75019	75022	75023	75024	75025	75026
75027	75028	75029	75030	75035	75037	75038	75039
75040	75041	75042	75043	75044	75045	75046	75047
75049	75050	75051	75052	75053	75054	75057	75060
75061	75062	75063	75065	75067	75069	75070	75071
75074	75075	75077	75080	75081	75082	75083	75085
75086	75087	75088	75089	75093	75094	75099	75104
75106	75114	75115	75116	75123	75134	75137	75138
75141	75146	75149	75150	75154	75159	75180	75181
75182	75185	75187	75201	75202	75203	75204	75205
75206	75207	75208	75209	75210	75211	75212	75214
75215	75216	75217	75218	75219	75220	75221	75222
75223	75224	75225	75226	75227	75228	75229	75230
75231	75232	75233	75234	75235	75236	75237	75238
75239	75240	75241	75242	75243	75244	75245	75246
75247	75248	75249	75250	75251	75252	75253	75254
75258	75260	75261	75262	75263	75264	75265	75266
75267	75270	75275	75277	75283	75285	75286	75287
75295	75303	75310	75312	75313	75315	75320	75323
75326	75336	75339	75342	75346	75353	75354	75355
75356	75357	75359	75360	75363	75367	75368	75369
75370	75371	75372	75374	75376	75378	75379	75380
75381	75382	75387	75389	75390	75391	75392	75393

75394	75395	75396	75397	75398	76001	76002	76003
76004	76005	76006	76007	76010	76011	76012	76013
76014	76015	76016	76017	76018	76019	76021	76022
76034	76039	76040	76051	76053	76054	76060	76063
76092	76094	76095	76096	76099	76101	76102	76103
76104	76105	76106	76107	76108	76110	76111	76112
76113	76114	76115	76116	76117	76118	76119	76120
76121	76122	76123	76124	76126	76129	76130	76131
76132	76133	76134	76135	76136	76137	76147	76148
76150	76155	76161	76162	76163	76164	76166	76177
76178	76179	76180	76181	76182	76185	76191	76195
76196	76198	76199	76201	76202	76203	76204	76205
76206	76207	76208	76209	76210	76244	76248	76262



**ITEM 765****EXPRESS RATES RURAL DELIVERY CHARGE**

Express rate shipments which are inbound or outbound to the ZIP Codes listed below are subject to a rural delivery surcharge of \$5.00.

64755	64759	64766	64772	64832	64834	64835	64840	64841
64843	64844	64847	64849	64850	64853	64854	64855	64857
64859	64862	64863	64864	64866	64867	64868	64869	64870
64873	65010	65018	65026	65032	65040	65042	65047	65049
65065	65081	65084	65233	65240	65251	65270	65274	65536
65604	65605	65610	65613	65615	65616	65617	65619	65622
65625	65632	65644	65648	65672	65673	65686	65705	65706
65708	65710	65712	65713	65714	65721	65722	65723	65725
65734	65737	65738	65742	65757	65771	65781	66007	66008
66010	66013	66014	66015	66016	66017	66023	66024	66025
66026	66027	66032	66033	66035	66039	66040	66041	66042
66050	66052	66056	66058	66060	66064	66071	66072	66075
66076	66078	66079	66080	66085	66087	66088	66091	66093
66094	66095	66097	66401	66402	66403	66404	66406	66407
66408	66409	66411	66412	66413	66414	66415	66416	66417
66418	66419	66420	66422	66423	66424	66425	66426	66427
66428	66429	66431	66432	66434	66436	66438	66439	66440
66442	66449	66451	66501	66507	66508	66509	66510	66512
66514	66515	66516	66517	66518	66520	66521	66522	66523
66524	66526	66527	66528	66531	66532	66533	66534	66535
66536	66537	66538	66539	66540	66541	66542	66543	66544
66546	66547	66548	66549	66550	66552	66554	66710	66711
66712	66713	66714	66716	66717	66724	66725	66728	66732
66733	66734	66735	66736	66738	66739	66740	66741	66742
66743	66746	66748	66751	66753	66754	66755	66756	66757
66758	66759	66760	66761	66767	66769	66770	66771	66772
66773	66775	66776	66777	66778	66779	66780	66781	66782
66783	66830	66833	66835	66838	66839	66840	66842	66843
66845	66846	66849	66850	66851	66852	66853	66854	66855
66856	66857	66858	66859	66860	66861	66862	66863	66864
66865	66866	66868	66869	66870	66871	66872	66873	66901
66930	66932	66933	66935	66936	66937	66938	66939	66940
66941	66942	66943	66944	66945	66946	66948	66949	66951
66952	66953	66955	66956	66958	66959	66960	66961	66962
66963	66964	66966	66967	66968	66970	67004	67008	67009
67010	67012	67013	67016	67017	67018	67019	67020	67021
67022	67023	67024	67025	67026	67028	67030	67031	67035
67036	67037	67038	67039	67041	67045	67047	67049	67050
67051	67052	67053	67055	67056	67057	67058	67059	67060
67061	67063	67065	67066	67067	67068	67071	67072	67073
67074	67101	67102	67103	67105	67106	67107	67108	67109
67110	67111	67112	67117	67118	67119	67120	67122	67123
67131	67132	67133	67137	67138	67140	67142	67143	67144
67146	67147	67149	67150	67151	67152	67154	67155	67159
67330	67332	67333	67334	67336	67340	67341	67342	67344
67345	67346	67347	67349	67351	67352	67353	67354	67355
67356	67360	67361	67363	67364	67410	67416	67417	67418
67420	67422	67423	67425	67427	67428	67430	67431	67432
67436	67437	67438	67439	67441	67442	67443	67444	67445

67446	67447	67448	67449	67450	67451	67452	67454	67455
67456	67457	67458	67459	67464	67466	67467	67468	67470
67473	67474	67475	67476	67478	67480	67481	67482	67483
67484	67485	67487	67490	67491	67492	67510	67511	67512
67513	67514	67515	67516	67518	67519	67520	67521	67522
67523	67525	67529	67543	67544	67545	67546	67548	67552
67553	67556	67557	67559	67561	67563	67564	67565	67566
67567	67568	67570	67572	67573	67574	67575	67576	67579
67581	67583	67584	67585	67621	67622	67623	67625	67626
67627	67628	67629	67631	67632	67634	67635	67637	67638
67639	67640	67642	67643	67644	67645	67646	67647	67648
67649	67650	67651	67653	67654	67656	67657	67658	67659
67660	67661	67664	67669	67671	67672	67673	67674	67675
67701	67730	67731	67732	67733	67734	67735	67736	67737
67738	67739	67740	67741	67743	67744	67745	67747	67748
67749	67751	67752	67753	67756	67757	67758	67761	67762
67764	67831	67834	67835	67836	67837	67838	67839	67840
67841	67842	67844	67849	67850	67853	67854	67855	67857
67859	67860	67861	67862	67863	67865	67867	67868	67869
67870	67876	67877	67878	67879	67882	67952	67953	67954
72711	72714	72715	72718	72719	72722	72727	72728	72730
72732	72733	72734	72735	72736	72737	72739	72741	72744
72751	72753	72774	73001	73002	73004	73007	73009	73010
73011	73014	73016	73017	73020	73021	73022	73024	73027
73028	73029	73031	73032	73033	73038	73040	73041	73042
73043	73045	73047	73048	73049	73050	73051	73053	73054
73055	73056	73057	73058	73059	73061	73062	73063	73065
73066	73067	73068	73073	73074	73078	73079	73080	73082
73084	73089	73090	73092	73093	73094	73095	73097	73098
73425	73430	73432	73433	73434	73435	73436	73437	73439
73440	73441	73442	73443	73444	73446	73447	73448	73449
73450	73453	73455	73456	73458	73459	73461	73463	73487
73488	73520	73526	73527	73528	73529	73530	73531	73532
73537	73538	73539	73540	73541	73543	73544	73546	73547
73548	73549	73550	73551	73552	73553	73554	73555	73556
73559	73560	73561	73562	73564	73565	73566	73567	73568
73569	73570	73571	73572	73573	73620	73622	73625	73626
73627	73628	73632	73638	73639	73641	73642	73646	73647
73650	73654	73655	73658	73659	73660	73661	73664	73666
73667	73668	73669	73673	73716	73718	73719	73720	73722
73724	73726	73727	73728	73729	73730	73731	73733	73734
73735	73736	73738	73739	73741	73743	73744	73746	73747
73749	73753	73754	73755	73756	73757	73758	73759	73760
73761	73763	73764	73766	73768	73770	73771	73773	73834
73835	73838	73840	73841	73842	73844	73847	73851	73852
73853	73855	73857	73859	73901	73931	73937	73938	73939
73944	73945	73946	73947	73950	73951	74001	74002	74009
74016	74020	74021	74022	74023	74026	74027	74028	74029
74030	74031	74032	74034	74035	74036	74038	74039	74042
74043	74044	74045	74046	74047	74048	74050	74051	74052
74053	74054	74058	74060	74061	74062	74068	74070	74071
74080	74081	74082	74083	74084	74085	74301	74330	74331
74332	74333	74335	74337	74338	74339	74340	74342	74343
74346	74347	74349	74350	74352	74359	74360	74363	74364

74365	74366	74367	74368	74369	74370	74421	74422	74423
74425	74427	74428	74430	74431	74435	74436	74437	74438
74440	74441	74442	74444	74445	74446	74447	74450	74451
74452	74454	74455	74456	74457	74458	74459	74460	74461
74463	74467	74468	74469	74470	74471	74472	74477	74521
74522	74523	74528	74529	74530	74531	74533	74534	74535
74536	74538	74540	74542	74543	74545	74546	74547	74549
74552	74553	74554	74555	74556	74557	74558	74559	74560
74561	74562	74563	74565	74567	74569	74570	74571	74572
74574	74576	74577	74630	74632	74633	74636	74637	74640
74641	74643	74644	74646	74647	74650	74651	74652	74653
74720	74721	74722	74723	74724	74726	74727	74729	74730
74731	74733	74734	74735	74736	74737	74738	74740	74741
74747	74748	74750	74752	74753	74754	74755	74756	74759
74760	74761	74766	74801	74802	74804	74824	74825	74826
74827	74829	74830	74831	74832	74833	74834	74836	74837
74839	74840	74842	74843	74844	74845	74849	74850	74851
74852	74854	74855	74856	74857	74859	74860	74864	74865
74866	74867	74869	74871	74872	74873	74875	74878	74880
74881	74883	74884	74901	74902	74930	74931	74932	74935
74936	74937	74939	74940	74941	74942	74943	74944	74945
74946	74947	74948	74949	74951	74954	74956	74957	74960
74963	74964	74965	74966	75076	75401	75402	75403	75404
75411	75416	75417	75426	75428	75429	75431	75432	75435
75436	75440	75446	75449	75451	75455	75456	75457	75459
75460	75461	75462	75471	75486	75487	75494	75495	75644
75645	75647	75650	75652	75653	75654	75662	75663	75670
75671	75672	75686	75693	75783	76357	76360	76363	76366
76369	76371	76377	76388	76430	76437	76443	76448	76469
76471	76801	76802	76803	76804	76821	76823	76828	76834
76857	76861	76878	76882	76884	76933	76935	76941	76945
79001	79003	79009	79011	79012	79013	79018	79019	79024
79027	79031	79033	79035	79036	79039	79040	79041	79042
79044	79051	79052	79053	79054	79056	79057	79058	79059
79061	79062	79064	79068	79072	79073	79077	79078	79080
79082	79083	79085	79086	79087	79088	79091	79092	79093
79095	79097	79098	79225	79226	79227	79230	79233	79235
79237	79240	79241	79245	79252	79311	79312	79313	79316
79323	79325	79326	79329	79330	79336	79337	79338	79339
79346	79347	79350	79351	79355	79356	79359	79363	79364
79371	79372	79373	79381	79382	79501	79503	79504	79505
79508	79510	79511	79512	79519	79520	79521	79525	79526
79529	79530	79533	79537	79538	79539	79541	79543	79545
79546	79553	79556	79561	79562	79563	79567	79714	79719
79730	79731	79733	79735	79738	79742	79745	79752	79772
79777	79782	79788	79789	88124	88135	88230	88232	88250
88253	88254	88255	88256	88260	88415	88426		

**ITEM 770**

**MINIMUM CHARGES FOR CERTAIN NEW MEXICO ZIP CODES**

Shipments which are inbound to or outbound from certain ZIP Codes in New Mexico are subject to minimum charge floors as shown below:

Between New Mexico ZIP Codes **88124, 88401, 88415, 88426** and **88434**

And ZIP Code Prefix	The Minimum Charge Floor is
	640 \$ 80.00
	641 \$ 80.00
	644 \$ 80.00
	645 \$ 80.00
	647 \$ 75.00
	648 \$ 75.00
	650 \$ 80.00
	651 \$ 80.00
	652 \$ 80.00
	653 \$ 80.00
	654 \$ 80.00
	655 \$ 80.00
	656 \$ 75.00
	657 \$ 75.00
	658 \$ 75.00
	660 \$ 75.00
	661 \$ 75.00
	662 \$ 75.00
	664 \$ 75.00
	665 \$ 75.00
	666 \$ 75.00
	667 \$ 75.00
	668 \$ 75.00
	669 \$ 70.00
	670 \$ 70.00
	671 \$ 70.00
	672 \$ 70.00
	673 \$ 75.00
	674 \$ 70.00
	675 \$ 70.00
	676 \$ 70.00
	677 \$ 65.00

678	\$ 65.00
679	\$ 65.00
727	\$ 75.00
729	\$ 75.00
730	\$ 65.00
731	\$ 65.00
734	\$ 65.00
735	\$ 60.00
736	\$ 65.00
737	\$ 65.00
738	\$ 60.00
739	\$ 60.00
740	\$ 70.00
741	\$ 70.00
743	\$ 70.00
744	\$ 70.00
745	\$ 70.00
746	\$ 70.00
747	\$ 70.00
748	\$ 70.00
749	\$ 70.00
750	\$ 75.00
751	\$ 75.00
752	\$ 75.00
753	\$ 75.00
754	\$ 75.00
755	\$ 75.00
756	\$ 75.00
757	\$ 75.00
758	\$ 75.00
759	\$ 75.00
760	\$ 75.00
761	\$ 75.00
762	\$ 75.00
763	\$ 60.00
764	\$ 60.00
768	\$ 65.00
769	\$ 70.00
790	\$ 45.00
791	\$ 42.50
792	\$ 55.00
793	\$ 50.00
794	\$ 50.00

795	\$ 55.00
796	\$ 55.00
797	\$ 55.00
881	\$ 40.00
882	\$ 40.00
884	\$ 40.00

**ITEM 780**

**LIMITS OF LIABILITY**

(Subject to Notes 1, 2 & 3)

**Part A: Cargo Loss & Damage Claims**

BEAVER EXPRESS SERVICE, LLC will assume liability for cargo loss and damage claims under the federal laws applicable to common carriage in effect on the date of the shipment and the terms and conditions of the Uniform Straight Bill of Lading, except as shown herein.

BEAVER EXPRESS SERVICE, LLC will investigate and dispose of cargo loss and damage claims under common carrier provisions as set forth in 49 C.F.R. Part 370, and STB NMF 100 Series, Items 300100 through 300155.

**Section 1 - Liability Limitations**

1. Except as otherwise specifically provided, in the event of loss of and/or damage to any shipment, BEAVER EXPRESS SERVICE, LLC's liability will not exceed the lesser of the actual value of the article(s) or the released value provided in STB NMF 100 Series (Note 3).

2. Shipments rated on LTL rates:

A. Unless otherwise provided as set forth in Item 780, articles with an invoice value exceeding the limitations shown below in Column B, relative to the corresponding Class in Column A, will be considered to be of extraordinary value. Articles of extraordinary value accepted for transportation will be considered to be released at the value per pound shown in Column B, subject to a maximum liability of \$100,000.00 per shipment. The maximum value per pound will be arrived at by determining the actual Class of the articles tendered, as published in NMFC 100 series, or at an Exception Class, if applicable, whichever is less, and will apply to the weight of the lost or damaged articles. The maximum value allowed will be that which is shown in Column B opposite the Class indicated in Column A, as follows:

<b>COLUMN A</b>	<b>COLUMN B</b>	<b>COLUMN A</b>	<b>COLUMN B</b>	<b>COLUMN A</b>	<b>COLUMN B</b>
<b>CLASS</b>	<b>MAXIMUM VALUE PER POUND</b>	<b>CLASS</b>	<b>MAXIMUM VALUE PER POUND</b>	<b>CLASS</b>	<b>MAXIMUM VALUE PER POUND</b>
50	\$2.00	85	\$12.00	175	\$25.00
55	\$2.00	92.5	\$15.75	200	\$25.00
60	\$2.30	100	\$19.75	250	\$25.00
65	\$3.95	110	\$21.75	300	\$25.00
70	\$6.00	125	\$24.75	400	\$25.00
77.5	\$7.75	150	\$25.00	500	\$25.00

B If shipper desires to tender a shipment requiring carrier liability in excess of carrier's maximum liability as defined in the table above, then shipper must indicate in writing in Note (1) of the Bill of Lading, the agreed or declared value of the property being shipped. Carrier will assess an additional charge, in excess of the total freight charges, by which the agreed or declared value exceeds the carrier's maximum liability as defined in the table above, or a specific released value provision found in the NMFC where applicable. Excess liability coverage charges shall be paid by party specified in the bill of lading as responsible for the payment of freight charges. Notwithstanding the agreed or declared value represented by the shipper, Excess Liability Coverage and the Carrier's Maximum Liability shall not exceed the full actual value of the

goods lost or damaged in transit or \$100,000, whichever is lower.

#### 4. Pallet or skid rates

When shipments move under "pallet rates" or "skid rates", where the customer's pricing is based on a flat rate per skid, the carrier's liability will be five dollars (\$5.00) per pound, subject to a maximum liability of one hundred thousand dollars (\$100,000.00) per shipment.

### **Section 2 - Optional Excess Liability Coverage for shipments rated on LTL rates:**

Excess liability coverage will not apply on:

1. Articles specifically named in Section 1 of Item 780 herein.
2. Articles with a stated value on the bill of lading at time of shipment that exceeds the applicable released value of the articles as provided in STB NMF 100 Series.
3. Articles named in STB NMF 100 Series that provide a class specifically at released or declared value higher than \$25 per pound.
4. Any amount that exceeds the actual value of the goods.

BEAVER EXPRESS SERVICE, LLC will assess an additional charge of \$0.70 cents per each \$100 value in excess of the initial maximum liability, subject to minimum excess coverage charge of \$37.00. Such charge is in addition to all other lawful freight charges. Charges are to be paid by the party responsible for payment of the otherwise applicable freight charges.

EXAMPLE: Shipper requesting \$10,000 additional excess coverage would enter on the bill of lading as follows:

"\$10,000 excess liability coverage requested"

- Or -

"Excess liability coverage requested: \$10,000."

Note: A statement of value without an express request for excess liability coverage will not increase BEAVER EXPRESS SERVICE, LLC's liability, and charges for excess liability coverage will not be assessed.

### **Section 3 - Liability--Other Than New Commodities**

All commodities, other than new, when accepted and transported by BEAVER EXPRESS SERVICE, LLC will be subject to a maximum liability of \$0.10 per pound per package.

Failure of the shipper to declare that commodity is "other than new" shall not alter the application of this item.

Note 1 - The term "package," as used in this item, means any primary shipping package authorized by the provisions of individual tariffs or classification items. When a number of packages have been unitized, strapped or otherwise fastened together, or contained on pallets, platforms or skids, or have been over packed in an additional complying package, BEAVER EXPRESS SERVICE, LLC's liability will be determined by separately multiplying the weight of each individual package lost or damaged "times" the applicable per pound per piece liability as



set forth herein and not on the basis of the weight of the total number of packages unitized, strapped or otherwise fastened together or contained on pallets, platforms or skids, or over packed in an additional complying package.

Note 2 - The provisions of this item will also apply on export or import shipments.

Note 3 - Where the shipper fails to notate a released value on the original bill of lading and an article(s) is rated at the class provided for the lowest released value, BEAVER EXPRESS SERVICE, LLC's liability may not exceed the value resulting from such released value, subject to all other liability limitations herein.

Note 4 - Beaver Express Service limits our liability on shipments consisting of goods and merchandise purchased over the Internet from companies including but not limited to Amazon, EBay, and others to \$0.50 per pound.

#### **Section 4**

1. Applicable only to small package express rate shipments to direct points only which are rated on tariff BEAV 300P:

Except as otherwise provided, rates named in this tariff are based upon a declared or released value not to exceed \$50 for any shipment of 100 pounds or less, or 50 cents per pound for shipments weighing more than 100 pounds unless a greater value is declared and the value charges are paid. For an additional 70 cents per \$100 of value in excess of the initial maximum liability, Beaver Express Service, LLC will assume additional liability in excess of the value limits above, subject to a maximum of \$25,000.00 per shipment.

#### **Part B: Incidental or Consequential Damages**

BEAVER EXPRESS SERVICE, LLC SHALL NOT BE LIABLE, AND HEREBY DISCLAIMS RESPONSIBILITY, FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR OTHER COSTS, FEES, OR CHARGES OF ANY KIND ARISING FROM ANY CLAIMS FILED HEREUNDER, WHETHER DISCLOSED OR NOT.

**ITEM 781**

**LIABILITY LIMITS – PROHIBITED OR RESTRICTED COMMODITIES  
(subject to Notes 1-6)**

**Section 1. PROHIBITED COMMODITIES:**

The following commodities will not be accepted for shipment, nor as premiums accompanying other commodities. If any of the commodities, as described in the list below, are inadvertently accepted they shall be subject to a maximum liability of \$0.10 per pound per piece in the event of loss or damage to any shipment.

1. Alcoholic beverages (including beer, wine and liquor)
2. Animals, live, domestic or wild (including poultry, rabbits and pets)
3. Articles of Extraordinary Value
4. Articles that, in the judgment or carrier, are objectionable or contaminating to other cargo
5. Articles, or parts thereof, the transportation of which is prohibited in interstate, intrastate or international commerce, or the transportation of which into or out of a district, territory, state, or subdivision thereof is prohibited by the laws of such district, territory, state, or subdivision thereof
6. Asbestos, Friable (Crumbly)
7. Automobiles, Trucks, Trailers, Buses, and Chassis
8. Bank Bills
9. Biological Products or Diagnostic Specimens
10. Blood, Blood Related Components, and Blood Related Products, Items 24220 through 24280 or NMFC 100 Series
11. Carbon Black (unless packaged in metal drums)
12. Class 2.3 Poison Gas
13. Class 6.1 Poisons with Hazard Zone Designations (A, B, C or D), Inhalation Hazard
14. Class 7, Yellow Label Radioactive Materials
15. Coal, ground or pulverized
16. Coin, Monetary (See Note 1)
17. Coins
18. Collectibles
19. Corpses or Cremated Remains
20. Currency
21. Deeds
22. Division 1.1 Explosives
23. Division 1.2 Explosives
24. Division 1.3 Explosives

25. Drafts
26. Eggs, hatching
27. Elevated Temperature Products
28. EPA Designated Hazardous Waste
29. Furs
30. Granite, Marble or Stone in dimensions greater than 16" x 16" x 2". Headstones will be accepted.
31. Group of Miscellaneous Hazardous or Poisonous Materials: Etiological Agents/Infectious Substances, PCB's, materials containing Paraquat or Cyanide, Universal Waste (fluorescent light bulbs for recycling, etc.), Materials Forbidden by the Hazardous Materials Regulations.
32. Hazardous Wastes as designated by the EPA
33. Hides, green or wet
34. High Explosive Shells
35. Jewelry, all types including costume, novelty and other jewelry
36. Livestock
37. Meats, fresh, including poultry and rabbits dressed
38. Medical Waste
39. Milk, fresh
40. Original works of art or sculptures, including reproductions from an original, authenticated by the artist, limited editions (See Note 4)
41. Poisonous/Infectious Substances
42. Poultry or Pigeons, live (including birds, chickens, ducks, pheasants, turkeys, or other fowl)
43. Precious Metals or articles manufactured from them
44. Precious Stones
45. Radioactive Materials
46. Revenue Stamps
47. Silver Articles or Ware, Sterling
48. Single pieces or packages that, because of their height, length, width, or weight exceed the capability or freight containers (trailers)
49. Switchboards
50. Temperature Controlled Shipments – shipments requiring protection from heat or cold including protection from freezing or melting
51. Tickets, all types (such as lottery, toll, gaming and other tickets)
52. Valuable Papers of any kind
53. Vegetables, fresh

54. Vending Machines and ATM Machines

55. Transmissions and/or transmission cores, engines, and/or engine cores, with fluids or oils

Note: Shippers are instructed that regardless of statements expressed or placed on a Bill-Of-Lading by shipper relative to declared value, declared value pricing is not available for prohibited commodities.

SHIPPERS REQUIRING VALUATION LEVELS AT OTHER THAN TEN (10) CENTS PER POUND ARE INSTRUCTED TO SELECT A DIFFERENT MEANS OF TRANSPORTATION.

**Section 2. ACCEPTABLE COMMODITIES OF EXTRAORDINARY VALUE:**

Except as provided in Section 1 above, commodities of extraordinary value, as defined below, will be accepted for shipment or as premiums accompanying other commodities, providing the shipper requests that carrier assume additional liability in exchange for consideration as provided below:

(1) Commodities tendered in the US with an invoice value exceeding \$10.00 (US\$) per pound per piece will be considered to be of extraordinary value. Such commodities will not be accepted for transportation unless the shipper requests carrier to assume additional liability in exchange for a higher charge. Commodities inadvertently accepted with an invoice value exceeding \$10.00 (US\$) per pound per piece, but without additional liability assumption by carrier will be considered released by the shipper at \$1.00 (US\$) per pound per piece.

(2) In the event of loss of and/or damage to any shipment, carrier's liability for shipments will not exceed \$10.00 (US\$) per pound per piece, subject to a maximum liability of \$100,000.00 (US\$) per incident, unless the shipper has requested excess liability assumption. The "per incident" language means that the total pool of funds to be disbursed to multiple claimants relative to a single incident shall not exceed the maximum of \$100,000.00 (US\$). The total of all funds distributed relating to a single "incident" will never exceed the maximums stated herein.

(3) Excess Liability Assumption: If a shipper desires to tender a shipment requiring carrier liability in excess of \$10.00 (US\$) per pound per piece, shipper should see Item 783, paragraph (4) of this tariff for applicable charges. The maximum TOTAL LIABILITY ASSUMPTION available will be the lesser of (a) \$25.00 (US\$) or (b) \$100,000.00 (US\$) per incident whichever is lower. Total Carrier liability assumption is the sum of carrier's standard liability assumption plus any excess liability assumption.

**Section 3. Freight Liable to Damage Other Freight or Equipment:**

Carriers are not obligated to receive freight liable to impregnate or otherwise damage other freight or carrier's equipment. Such freight may be accepted and receipted for subject to delay for suitable equipment or may, for lack of suitable equipment, be refused.

Note 1: Monetary coins will not be accepted as premiums with other commodities except as authorized in NMF 100, Item 310.

Note 2: United States Mail will be accepted when the consignor and consignee are United States Post Offices.

Note 3: Except antique furniture subject to NMF 100, Items 100240 and 100260 or numismatic exhibits subject to NMF 100, Item 63830

Note 4: Except pictures or painting subject to NMF 100, Item 100240, 100260, and 149420.

Note 5: The term piece as used in this item means any primary shipping package authorized by the provisions of individual tariffs or classification items. When a number of packages have been unitized, strapped or otherwise fastened together, or contained on pallets, platforms or skids, or have been over packed in an additional complying package, the carriers liability will be determined by separately multiplying the invoice value times the weight of each individual package lost or damaged and not on the basis of the weight of the total number of packages unitized, strapped or otherwise fastened together or contained on pallets, platforms or skids, or over packed in an additional complying package.

Note 6: INCIDENTAL OR CONSEQUENTIAL DAMAGES: IN NO EVENT SHALL CARRIER, ITS AFFILIATES OR ITS INTERLINE SERVICE PROVIDERS BE LIABLE IN ANY WAY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST BUSINESS OR LOST PROFITS.

**ITEM 783**

**LINEAR FOOT RULE**

Any single LTL shipment requiring 11 or more linear feet of a vehicle, across the usable width of the trailer, is subject to charges being based on the greater of the shipment's actual weight, or 500 pounds per linear foot with fractions rounded to the next linear foot. This item is applicable when the shipment requiring 11 or more linear feet meets one or both of the following conditions:

1) the quantity of freight which, due to its shape or dimensions or because of its need to be segregated from other freight, requires 11 or more linear feet of a trailer across the usable width of the trailer; and/or

2) the shipper requests the shipment not be double stacked, top loaded or otherwise loaded to more efficiently use the linear feet of a trailer. In such cases, the linear feet occupied by the shipment shall be figured on the basis of the total linear feet used and loaded according to the shipper's request.

Shipments 20,000 pounds and up will be rated using the 10,000 pounds scale of rates.

11' = 5,500 pounds	12' = 6,000 pounds	13' = 6,500 pounds
14' = 7,000 pounds	15' = 7,500 pounds	16' = 8,000 pounds
17' = 8,500 pounds	18' = 9,000 pounds	19' = 9,500 pounds
20' = 10,000 pounds	21' = 10,500 pounds	22' = 11,000 pounds
23' = 11,500 pounds	24' = 12,000 pounds	25' = 12,500 pounds
26' = 13,000 pounds	27' = 13,500 pounds	28' = 14,000 pounds
29' = 14,500 pounds	30' = 15,000 pounds	31' = 15,500 pounds
32' = 16,000 pounds	33' = 16,500 pounds	34' = 17,000 pounds
35' = 17,500 pounds	36' = 18,000 pounds	37' = 18,500 pounds
38' = 19,000 pounds	39' = 19,500 pounds	40' = 20,000 pounds
41' = 20,500 pounds	42' = 21,000 pounds	43' = 21,500 pounds
44' = 22,000 pounds	45' = 22,500 pounds	46' = 23,000 pounds
47' = 23,500 pounds	48' = 24,000 pounds	49' = 24,500 pounds
50' = 25,000 pounds	51' = 25,500 pounds	52' = 26,000 pounds
53' = 26,500 pounds	54' = 27,000 pounds	55' = 27,500 pounds
56' = 28,000 pounds		

When the linear foot rule is applied, the freight charges will be calculated using the payor of the freight charge's current base rate; the payor's FAK will not be applied, and the discount of 50% will be applied.

**ITEM 784****PROOF OF DELIVERY CHARGE**

When it is necessary to furnish a shipper with proof of delivery after shipment has been delivered, or when it is necessary to furnish a shipper or 3<sup>rd</sup> party auditing company with delivery receipt or bill of lading in order to affect payment of freight charges, a charge of \$4.00 shall apply in addition to all other lawfully filed charges.

**ITEM 810****PROTECTIVE SERVICE – HEATER OR REFRIGERATOR**

Beaver Express Service, LLC does not offer protective service on traffic requiring heater or refrigeration service. Shipments tendered requiring this service will be handled only at shippers risk. If the Bill of Lading is inadvertently marked and signed with a "Protect from cold or heat" notation, this item will still apply.



## ITEM 820

### RECONSIGNMENT OR DIVERSION

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

#### 1. DEFINITION OF RECONSIGNMENT OR DIVERSION:

For the purpose of this rule, the term "reconsignment" and "diversion" are considered to be synonymous and the use of either will be considered to mean:

- (a) A change in the name of the consignor or consignee.
- (b) A change in the place of delivery within original destination points.
- (c) A change in the destination point.
- (d) Relinquishment of shipment at point of origin (See Note 4).
- (e) Instructions received by the originating carrier prior to receipt of shipment (See Note 5).

#### 2. CONDITIONS:

- (a) Request for reconsignment 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. Conditional or qualified requests will not be accepted. Carrier will not accept disposition instructions printed on the bill of lading, shipping order, shipping label or container as authority to reship, return or reconsign a shipment.
- (b) Carrier will make a diligent effort to execute a request for reconsignment, but will not be responsible if such service is not affected.
- (c) All charges applicable to the shipment whether accrued or accruing must be paid or guaranteed to the satisfaction of the carrier before reconsignment will be made.
- (d) Only entire shipments, not portions of shipments may be reconsigned.
- (e) An order for reconsignment of a shipment moving under uniform order bills of lading will not be considered valid, unless and until the original bill of lading is for cancellation, endorsed or exchanged.
- (f) Instruction for reconsignment of COD shipments will be accepted only from the consignor.
- (g) Marking or Tagging (See Note 6).

#### 3. CHARGES

(a) A request for the reconsignment or diversion of an express shipment will be subject to an additional charge of \$17.00 per shipment in addition to all other lawful charges.

(b) A request for the reconsignment or diversion of an LTL rated shipment will be subject to an additional charge of \$40.00 per shipment in addition to all other lawful charges.

**ITEM 830****RE-DELIVERY**

When a shipment is tendered for delivery and through no fault of the carrier, such delivery cannot be accomplished, no further tender will be made except upon request. Additional tenders or final delivery will be subject to the following provisions: (except as provided in Note 1)

- (a) When one or more additional tenders of final delivery is made at the consignee's place an express shipment will be subject to an additional charge of \$6.00 per shipment for each such tender and for the final delivery.
- (b) When one or more additional tenders of final delivery is made at the consignee's place a LTL rated shipment will be subject to an additional charge of \$30.00 per shipment for each such tender and for the final delivery.
- (c) All charges accruing under the provisions of this rule must be paid, or guaranteed to the satisfaction of the carrier, by the party or parties requesting re-delivery before the shipment is re-delivered.

NOTE 1 - On Order-Notify shipments, the minimum re-delivery charge shall be \$55.30.

**ITEM 845**

**REFERENCE TO TARIFFS OR PORTIONS**

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

**ITEM 846****REISSUED MATTER, METHOD OF**

Matter brought forward without change from a supplement being cancelled into another supplement will be designated as reissued by the existence of a number enclosed in a box, bracket or parenthesis. The number represents the supplement in which the reissued matter first appeared in its currently effective form. To determine its original effective date, consult the supplement in which the reissued matter first became effective.

**ITEM 850-5**

**REPORTING CHARGE ON PETROLEUM PRODUCTS**

Each shipment, destined to points in the State of Louisiana containing petroleum products (named in Note 1) required to be reported by the Common Carrier to a State Commission will be subject to a reporting charge of 1131 cents in addition to all other applicable charges.

NOTE 1 - Petroleum products referred to are:

Petroleum Products, viz.:

Diesel Fuel

Fuel Oil

Gasoline

Jet Fuel

Kerosene

Tractor Fuel

**ITEM 885****SINGLE SHIPMENT PICKUP CHARGES**

A single shipment of less than 500 pounds picked up at one time and place, unaccompanied by any other shipment of any description from the same consignor, or shipping agent will be subject to a charge of 1500 cents per shipment in addition to all other lawfully applicable charges. Carrier's driver will write or stamp "single shipment", "S/S", "single shpt.", "single", "ss", "only shipment" or "one shipment" on all bill of lading copies when such shipments are tendered.

**ITEM 887-1**

**SORTING OF SHIPMENTS**

A charge of \$.75 per piece, subject to a minimum of \$40.00 per shipment will be applied when Beaver Express is required to sort a shipment. Sorting is defined as practice requiring articles to be separated or selected as to grades, brands, sizes, colors, SKU's, flavors, marks, kinds, variety, class or order of articles, or special storage in vehicle, not necessary or required for the purpose of determining the legal classes or to identify the article separately for rating purposes. (See Note 1)

NOTE 1 - "Sorting" does not apply to the checking of shipments by the carrier to determine that the shipment tendered to it is correct as to the number of pieces, packages, bundles, or any other unit form of shipment, and where marking is shown as to consignee and delivery address that they coincide with those shown on the shipping order.

**ITEM 890**

**SPECIAL SERVICE - POWER LIFT GATE SERVICE**

When a consignor or consignee requests and is furnished power lift gate service for pickup and/or delivery, a charge of \$40.00 will apply in addition to all other lawful and legal charges assessed against the shipment:



**ITEM 895****OVER-DIMENSION FREIGHT**

On express shipments containing articles twelve (12) feet or greater in length, a charge of \$17.00 per piece twelve (12) feet or greater in length will be added to the otherwise applicable rates and charges after discount.

On LTL rated shipments containing articles twelve (12) feet or greater in length, a charge of \$40.00 per piece twelve (12) feet or greater in length will be added to the otherwise applicable rates and charges after discount.

## ITEM 900

### STOP-OFFS - PARTIAL LOADING OR PARTIAL UNLOADING

Except as otherwise specifically provided, shipments on which charges are paid on the basis of not less than 24,000 pounds, may be stopped for partial loading or for partial unloading subject to Parts 1 through 17 below:

#### PART 1 - SHIPPING INSTRUCTIONS:

Arrangements for any stop-off service provided in this item must be made with the originating carrier before shipment, or any portion thereof, is tendered for transportation. The Bill of Lading shall designate the point or points as well as any places therein, at which shipment is to be stopped for partial loading or for partial unloading, and shall specify the quantity, markings and descriptions of articles to be loaded or unloaded, also name and address of the party or parties authorized to accept freight to be unloaded or authorized to tender freight for loading at the point or place of stop-off, and billing agent shall show this information on freight bill. The party or parties authorized and designated by the shipper to accept or tender freight at a point or place of stop-off may be the same or other than billed consignee. Carrier's driver or other authorized agent shall make notation on freight bill, showing date, description, markings, quantity and weight of articles loaded or unloaded at point or place of stop-off.

#### PART 2 - STOPPING FOR PARTIAL LOADING:

Two stops will be permitted for the purpose of picking up a (the) component part(s) of a single shipment.

Both of these stops may be within the primary point of origin or one pick-up stop may be within primary point of origin and the other pick-up stop may be made at a point outside primary point of origin and intermediate to the point of destination provided such stop-off point is directly intermediate between such origin and destination points via the direct route over which operations are generally conducted.

#### PART 3 - STOPPING FOR PARTIAL UNLOADING:

- (a) Outside point of final destination (stopping enroute): Two stops in addition to the final delivery stop at which the last component part of the shipment is unloaded, may be made at points outside the point of final destination, either at same point or at separate points, provided such stop-off points are directly intermediate between the origin and destination points via the direct route over which the operations are generally conducted, OR
- (b) Within point of final destination (split deliveries): Three stops, in addition to the final delivery stop at which the last component part of this shipment is unloaded, may be made for partial unloading within the point of final destination, OR
- (c) One stop outside the point of final delivery as described in paragraph (a) and one stop, within point of final delivery as described in Paragraph (b), in addition to the final delivery stop at which the last component part of this shipment is unloaded, may be permitted, but total stops for partial unloading shall not exceed three.

#### PART 4 - RESTRICTION OF SERVICES:

- (a) A shipment stopped for partial loading may not also be stopped for partial unloading.
- (b) A shipment stopped for partial unloading may not also be stopped for partial loading.

#### PART 5 - USE OF SEPARATE VEHICLES:

Any portion of the shipment may be picked-up, transported or delivered in separate vehicles, and all portions of the shipment need not be transported through the stop-off point or points.

#### PART 6 - EXTENT OF STOP-OFF SERVICES: LIMITATIONS

The service of stopping for partial loading or stopping for partial unloading, will be limited at each of such stops, including the initial pick-up and final delivery stops, to one placement of the truck at one site at one place.

Except as otherwise specifically provided, shipments on which charges are paid on the basis of not less than 24,000 pounds, may be stopped for partial loading or for partial unloading subject to Parts 1 through 17 below: (Continued)

**PART 7 - STOP-OFF CHARGES:**

Except as otherwise provided a charge of \$112.78 will be made for each stop, except the initial stop at the primary point of origin and the final stop at point of final destination. Such charge will be in addition to any other charges applicable to the shipment. On mixed shipments containing commodities with which the stop-off charge is different, the stop-off charge will be the highest applicable to any articles in the mixed shipment.

**PART 8 - NON-APPLICATION OF STOP-OFF CHARGE: LIMITATIONS**

The stop-off charge provided herein will not apply on any shipment on which a stop-off charge is provided for the same service in any Tariff made subject to this Tariff.

**PART 9 - ASSESSMENT OF FREIGHT CHARGES:**

- (a) The per shipment line haul charge will be the applicable charge over the route of movement from primary point of origin to final destination; from primary point of origin to any stop-off point for partial unloading, or from any stop-off point for loading component parts of the shipment to final destination, whichever is the highest.
- (b) Charges will be based on the total weight of the shipment or the applicable minimum weight, whichever is greater.

**PART 10 - PAYMENT OF CHARGES:**

All freight charges on shipments stopped for partial loading or unloading must be prepaid.

**PART 11 - COD AND ORDER NOTIFY SHIPMENTS:**

The provisions of this item will not apply on "COD", "To Order", "Order-Notify", "Order Care of" shipment.

**PART 12 - SECTION 7 OF BILL OF LADING PROVISIONS:**

The provisions of this item will not apply on shipments on which Section 7 provisions of the Bill of Lading have been executed.

**PART 13 - NO SUBSTITUTION:**

The substitution of other property for that originally loaded or any exchange of contents at a point or place of stop-off is prohibited.

**PART 14 - EXCLUSIVE USE OF VEHICLE:**

The provisions of this item will not apply to shipments moving under the provisions of Item 470, Exclusive Use of Vehicle.

**PART 15 - INCORPORATED CITIES, TOWNS OR VILLAGES, ETC.:**

When a point of origin, a point of destination or a stop-off point is an incorporated city, town or village, or an unincorporated community or village, the terms "point of origin", "primary point of origin", "point of destination", "point of final destination", "stop-off point" or "point of stop-off" as used herein shall mean all of the acreage lying within the municipal limits or commercial zone of such incorporated city, town or village or all of the acreage lying within such unincorporated community or village and integral parts thereof.

**PART 16 - FAILURE TO DELIVER STOP-OFF FREIGHT:**

Where bill of lading requires stop-off to unload a component part of the shipment and carrier is unable, during the hours of 8:00 A.M. to 5:00 P.M., inclusive, to effect a delivery of such freight at the point or place of stop-off, that undelivered portion of such shipments shall then be subject to rules and regulations governing storage and redelivery of freight, to the extent that such services are applicable.

**PART 17 - MARKING OR TAGGING:**

Except where shipment consists of identical packages or pieces, or where the various lots of freight comprising the shipment are of such nature as to be easily identified and segregated, each package or piece or any shipment stopped for partial unloading must be plainly and durably marked, stenciled or tagged by shipper in such manner that each lot of freight intended for delivery at a particular point or place of stop-off will be readily distinguishable from all other freight in the shipment.

**ITEM 910****STORAGE**

Freight held in carrier's possession by reason of an act or omission of the consignor, consignee or owner, or for custom clearance or inspection, and through no fault of the carrier, will be considered stored immediately and subject to storage charges of \$6.00 per day for an express shipment or \$17.00 per day for a LTL rated shipment.

Such property may be kept in vehicle, warehouse, or place of business of Beaver Express subject to the tariff charge for storage and to Beaver Express's responsibility solely as warehouseman. Alternatively, at the option of Beaver Express, such property may be removed to and stored in a public or licensed warehouse at the point of delivery or at another available point, or if no such warehouse is available at the point of delivery or at another available point, then the property may be removed to and stored in another available storage facility at the owner's cost and held there without liability on the part of Beaver Express and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage in the event consignee cannot be found at the address given for delivery, then notice of the placing of such goods in warehouse shall be transmitted to the address given on the bill of lading for delivery and to any other address given on the bill of lading for notification, showing the warehouse in which the property has been placed subject to the provisions set forth herein.

Storage charges will end when Beaver Express is enabled to deliver or transport the freight as a result of action by the consignee, consignor, or customs official.

**ITEM 950**

**TERMINAL CHARGES AT PORTS  
TOLLAGE, WHARFAGE OR PORT TERMINAL CHARGES**

Unless otherwise provided, 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, and carriers will not absorb said charges.

**ITEM 960****TRADE SHOW PICK-UP AND DELIVERY**

Shipments originating at or destined to exhibition sites or trade shows will be subject to an additional charge of \$115.00 per shipment. Charges named herein apply in addition to all other applicable rates and charges from and to points specified in this item. Class 125 will apply on exhibition material. Freight charges must be prepaid on all shipments consigned to trade shows or exhibition sites.

**ITEM 985****VEHICLES FURNISHED BUT NOT USED**

When carrier upon receipt of a request to pick up a truckload shipment, or to furnish a vehicle for expedited service, or for the exclusive use of a consignee, has dispatched a vehicle for such purpose and, due to no disability, fault or negligence on the part of the carrier vehicle is not used, a charge of \$153.39 per day or fraction thereof, per vehicle, will be assessed against the consignor making such request. Accrual of these charges will terminate when carrier is notified that vehicle will not be used.

**ITEM 991**

**PAYMENT OF FREIGHT CHARGES – DELINQUENCY**

Any freight bill not paid within 60 calendar days of the ship date will be assessed liquidated damages of 35% of the unpaid receivable.



**ITEM 992**

**PAYMENT OF FREIGHT CHARGES – CREDIT CARDS**

Customers using a credit card for payment of freight charges, storage charges, accessorial fees and related items on a freight bill will be charged a 3% Convenience Fee for processing the credit card transaction.

**ITEM 995**

**WEIGHTS - GROSS WEIGHTS AND DUNNAGE**

(See Exception)

(Exceptions to NMFC Item 995)

- Sec. 1 - Unless otherwise provided, charges shall be computed on actual gross weights, except when estimated weights are authorized such estimated weights shall be used.
- Sec. 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.
- Sec. 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 that upon request of shipper such materials will be furnished or installed by the carrier subject to the following provisions:
- (a) 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.
  - (b) The labor charge for installation of shipper or carrier furnished material will be at the rate of \$22.56 per hour or fraction thereof, for each man.
- Exception - See Item 710 for provisions covering shipments loaded on Pallets, Platforms or Skids.

**ITEM 997**

**PAYMENT OF FREIGHT CHARGES  
DISCOUNT APPLICATION**

Except as otherwise provided, discounts apply only on shipments weighing less than 20,000 pounds.

All freight charges must be paid within 30 Days of carrier's invoice.

If freight charges have not been paid within 45 days of carrier's invoice, Beaver Express Service, LLC has the right to void all discount/contract applications.

The freight bill will then be corrected to remove any and all discount/contract provisions. The customer will then be billed for class rates (without discounts) as published in NMFC 100 and BEAV 550 series.

The customer then becomes responsible for all freight charges incurred without discount.

When Consignee, Shipper or the initially designated payor of the freight charges instructs Beaver Express to change the payment terms, and provided Beaver Express with a corrected BOL as such, a charge of \$5 will be assessed for the revised billing, in addition to all other applicable charges.

**ITEM 998**

**FUEL SURCHARGE**

All rates and charges published in this tariff or in BEAV's Private Tariffs, Contracts or Pricing Agreements making reference to this tariff (BEAV 125 Rules Tariff) as a governing tariff are hereby, or will on their effective dates, be increased as provided below, unless otherwise specifically stated.

In applying the provisions of this item, first determine the applicable net freight charges including all applicable increases and/or discounts, if any. The net freight charge so determined will be further subject to the surcharge provided.

The amount of the fuel surcharge will be determined by the weekly published U.S. DOE National Average Diesel Price per Gallon

The diesel fuel index announced each Monday will be utilized to determine the applicable fuel surcharge, which will be adjusted up or down on the succeeding Monday based on the above referenced diesel prices.

DIESEL FUEL PRICE		FUEL SURCHARGE	DIESEL FUEL PRICE		FUEL SURCHARGE	DIESEL FUEL PRICE		FUEL SURCHARGE
FROM	TO		FROM	TO		FROM	TO	
1.31	1.349	4.50%	2.60	2.649	15.25%	3.90	3.949	28.25%
1.35	1.399	4.75%	2.65	2.699	15.75%	3.95	3.999	28.75%
1.40	1.449	5.00%	2.70	2.749	16.25%	4.00	4.049	29.25%
1.45	1.499	5.25%	2.75	2.799	16.75%	4.05	4.099	29.75%
1.50	1.549	5.50%	2.80	2.849	17.25%	4.10	4.149	30.25%
1.55	1.599	5.75%	2.85	2.899	17.75%	4.15	4.199	30.75%
1.60	1.649	6.00%	2.90	2.949	18.25%	4.20	4.249	31.25%
1.65	1.699	6.25%	2.95	2.999	18.75%	4.25	4.299	31.75%
1.70	1.749	6.50%	3.00	3.049	19.25%	4.30	4.349	32.25%
1.75	1.799	6.75%	3.05	3.099	19.75%	4.35	4.399	32.75%
1.80	1.849	7.25%	3.10	3.149	20.25%	4.40	4.449	33.25%
1.85	1.899	7.75%	3.15	3.199	20.75%	4.45	4.499	33.75%
1.90	1.949	8.25%	3.20	3.249	21.25%	4.50	4.549	34.25%
1.95	1.999	8.75%	3.25	3.299	21.75%	4.55	4.599	34.75%
2.00	2.049	9.25%	3.30	3.349	22.25%	4.60	4.649	35.25%
2.05	2.099	9.75%	3.35	3.399	22.75%	4.65	4.699	35.75%
2.10	2.149	10.25%	3.40	3.449	23.25%	4.70	4.749	36.25%
2.15	2.199	10.75%	3.45	3.499	23.75%	4.75	4.799	36.75%
2.20	2.249	11.25%	3.50	3.549	24.25%	4.80	4.849	37.25%
2.25	2.299	11.75%	3.55	3.599	24.75%	4.85	4.899	37.75%
2.30	2.349	12.25%	3.60	3.649	25.25%	4.90	4.949	38.25%
2.35	2.399	12.75%	3.65	3.699	25.75%	4.95	4.999	38.75%
2.40	2.449	13.25%	3.70	3.749	26.25%	5.00	5.049	39.25%

2.45	2.499	<b>13.75%</b>	3.75	3.799	<b>26.75%</b>	5.05	5.099	<b>39.75%</b>
2.50	2.549	<b>14.25%</b>	3.80	3.849	<b>27.25%</b>	5.10	5.149	<b>40.25%</b>
2.55	2.599	<b>14.75%</b>	3.85	3.899	<b>27.75%</b>	5.15	5.199	<b>40.75%</b>

NOTE – The fuel surcharge will increase .50% for every 5 cent increase in the DOE national average price.

NOTE A--Fractions of less than one-half cent will be dropped; fractions of one-half cent or greater will be increased to the next whole cent.

NOTE B--The term "NET FREIGHT CHARGES" referred to herein applies to all charges including accessorial charges

Effective date: July 1, 2010

**ITEM 999**

**HAZARDOUS MATERIALS CHARGE**

When handling of hazardous materials is performed, the charge, in addition to all other lawful charges, will be \$14.00 per bill of lading.

**ITEM 99999**

**EXPLANATION OF ABBREVIATIONS**

ABBREVIATION	EXPLANATION
AQ.....	Any Quantity
BEAV .....	Beaver Express Service, LLC
CFR .....	Code of Federal Regulations
Co .....	Company
COD.....	Collect on Delivery
Col .....	Column
Concl'd .....	Concluded
Cont'd.....	Continued
Cou. ....	County
d/b/a.....	doing business as
DOE .....	Department of Energy
ICC.....	Interstate Commerce Commission
Incl .....	Inclusive
KD .....	Knocked Down
LTL.....	less than truckload
MF.....	Motor Freight
Min. wt .....	Minimum weight
MMFB .....	Middlewest Motor Freight Bureau, Agent.
MWB .....	Middlewest Motor Freight Bureau, Agent
NMF .....	National Motor Freight Traffic Association, Inc., Agent
NMFC .....	National Motor Freight Classification, as provided in Item 100
No .....	Number
NOI .....	NOI, as used in connection with an article or articles, includes only the articles which are embraced by the same NOI description in the governing classification.
Sec.....	Section
St .....	Street or Saint
STB.....	Surface Transportation Board
Sup .....	Supplement
Thru .....	through
TL.....	truckload
USC .....	United States Code
Via.....	By the way of
Viz.....	Namely
Vol.....	Volume
& .....	and
\$.....	dollar
¢.....	cents