



HELPING THE WORLD
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OLD DOMINION
FREIGHT LINE, INC.
MC107478

LOCAL, COASTWISE, EXPORT, IMPORT AND INTERCOASTAL
COMODITY RATES

ALSO

DISTANCE COMMODITY RATES (SEE SECTION 4)
APPLYING ON
TRUCKLOAD AND VOLUME SHIPMENTS

FOR SHIPMENTS TENDERED IN CONTAINERS OR ON TRAILERS RECEIVED
FROM OR DELIVERED TO WATER CARRIERS OR EMPTY CONTAINERS OR
TRAILERS RECEIVED FROM OR DELIVERED TO WATER CARRIERS

THIS TARIFF APPLIES ONLY ON INTERSTATE TRAFFIC

CONTAINER TARIFF

BETWEEN POINTS IN:
THE UNITED STATES
(EXCEPT ALASKA AND HAWAII)

FOR GOVERNING PUBLICATIONS, SEE ITEM 100

ISSUED: _____

EFFECTIVE: See individual Items
(EXCEPT AS OTHERWISE NOTED HEREIN)

ISSUED BY:
PRICING DEPARTMENT
500 OLD DOMINION WAY
THOMASVILLE, NC 27360

SECTION 1 – RULES AND REGULATIONS

ITEM 1

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For explanation of reference marks and abbreviations, see last page.

ITEM 100

GOVERNING PUBLICATIONS

This tariff is governed, except as otherwise provided herein, by the following described publications and by supplements thereto or reissues thereof (See Note A):

1. NMF 100 Series (Classification, Governing) issued by the National Motor Freight Traffic Association, Inc., agent;
2. SMC 175 Series (Directory of Operating Rights), issued by Southern Motor Carriers Rate Conference, agent;
3. SMC 115 Series (Grouping, Southern), issued by Southern Motor Carriers Rate Conference, agent;
4. ODFL 100 Series (Rules Tariff), issued by Old Dominion Freight Line, Inc.;
5. HGB 100 Series (Mileage Guide), issued by Household Goods Carriers Bureau, agent;
6. ATA 111 Series (Hazardous Materials), issued by American Trucking Association, Inc., agent;

Note A – Whenever a rule or other provision is published in this tariff, it removes the application of a similar rule or provision published in any “governing publication”.

ITEM 110

DEFINITIONS

The terms:

1. “Business day” means each day, Monday thru Friday, excluding Holidays.
2. “Business hours” means that time during which operations are generally conducted by the carrier at the point where the service is performed.
3. “Carrier”, “consignor” or “consignee” include the authorized representatives or agents of such “carrier”, “consignor” or “consignee”.
4. “Consignee to unload the shipment” means that the consignee will perform the complete service of unloading the freight from the position in which it was transported in or on the carrier’s vehicle.
5. “Consignor to load the shipment” means the consignor will perform the complete service of loading the freight in or on the carrier’s vehicle and the proper stowing and/or stacking thereof to withstand the normal hazards of transportation. When blocking or bracing is necessary to insure safe transportation, such blocking or bracing must be furnished and installed by and at the expense of the consignor.
6. “Containers or Trailers” – (See Notes B, C and D)
 - a. A Trailer vehicle or other similar conveyance with wheels, not Motor Common Carrier used on the highways in the transportation of property.
 - b. A trailer vehicle or other similar conveyance with wheels, Motor Common Carrier owned, equipped with one intermodal container not Motor Common Carrier owned and used on the highways in the transportation of property.
 - c. A trailer vehicle or other similar conveyance with wheels, not Motor Common Carrier owned, used on the highway in the transportation of property.
7. “Holiday” means: New Year’s Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or any other day generally observed as a holiday by the carrier at the point

For explanation of reference marks and abbreviations, see last page.

where the service is performed. When the holiday falls on Sunday, the following Monday will be considered as a holiday.

8. "Intermodal Container" – a marine type demountable outer container, not Motor Common Carrier owned, received from or delivered to water carriers. It must be suitable for use as equipment of trailers moved over the highways in the transportation of property (see Note A).
9. "Joint line traffic" means the transportation of a shipment via two or more motor carriers, not including carriers performing pickup service at a point of origin or delivery service at point of destination or at intermediate interchange point as agent of the originating or delivering carriers.
10. "Place" means a particular street address or other designation of a factory, store, warehouse, place of business, or private residence at a "point". The "place" shall include only contiguous property which shall not be deemed separate if intersected by a public street or thoroughfare.
11. "Point" means a particular city, town, village, community or other area which is treated as a unit for the application of line-haul rates.
12. "Single line traffic" means the pickup, transportation and delivery of a shipment via one carrier or via two or more motor carriers specifically designated as being considered as one carrier, whether pickup service at point of origin or delivery service at point of destination is performed by the carrier or for its account by another carrier as its agent.
13. "Site" means a particular platform or specific location for loading or unloading at a "place".
14. "Truck" or "Vehicle" – any vehicle or vehicles propelled or drawn by a single mechanical power unit and used on the highways in the transportation of property.
15. "To Drop Container" –to leave container at premises of consignor or consignee, but not to terminate Interchange Lease Agreement between Motor Common Carrier and container's owner; with Motor Common Carrier to return to pick up container from same premises.
16. "To Relinquish Container" – to terminate Interchange Lease Agreements between Motor Carrier and container's owner.

NOTE A-Intermodal Containers of the closed type must be equipped with closed side or end doors, tightly fitted with suitable locking and sealing devices. Shipper must provide locks and seals to adequately seal doors to protect the lading. The carrier assumes no responsibility for the return of such locks or seals.

NOTE B-Containers or trailers must be in such condition as to permit safe handling in carrier service and equipped with lighting, safety and protective devices and equipment prescribed by the Department of Transportation and the state or states within or through which such service is to be performed.

NOTE C-

1. Containers or trailers overall outside measurements may not exceed 45 feet in length, 8 feet in width and 13 feet, 6 inches in height
2. Two containers or trailers each 20 feet or less in length coupled together, will be considered as a single container or trailer.

NOTE D- Item 670 applies on any loaded containers or trailers where the gross weight of the containers or trailers exceeds the local gross weight of any state within or through which highway service is to be performed.

ITEM 120**CANCELLATION OF ITEMS**

As of 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 of which in turn cancelled Item 365 (if Item 365 had not been cancelled for some reason, Item 365B would cancel it as well.) If the new item provides a specific cancellation of prior issue or issues, this rule is not applicable.

ITEM 127

FUEL SURCHARGE

| When the D. O. E. Pump Price Index is: | | Fuel Surcharge Will be | When the D. O. E. Pump Price Index is: | | Fuel Surcharge Will be |
|--|---------------|------------------------|--|---------------|------------------------|
| At Least | But Less Than | | At Least | But Less Than | |
| \$ 0.000 | \$ 1.099 | 3.51% | \$ 3.851 | \$ 3.900 | 46.9% |
| \$ 1.101 | \$ 1.200 | 4.5% | \$ 3.901 | \$ 3.950 | 47.7% |
| \$ 1.201 | \$ 1.250 | 5.4% | \$ 3.951 | \$ 4.000 | 48.5% |
| \$ 1.251 | \$ 1.300 | 6.3% | \$ 4.001 | \$ 4.050 | 49.3% |
| \$ 1.301 | \$ 1.350 | 7.3% | \$ 4.051 | \$ 4.100 | 50.1% |
| \$ 1.351 | \$ 1.400 | 8.2% | \$ 4.101 | \$ 4.150 | 50.9% |
| \$ 1.401 | \$ 1.450 | 9% | \$ 4.151 | \$ 4.200 | 51.7% |
| \$ 1.451 | \$ 1.500 | 9.9% | \$ 4.201 | \$ 4.250 | 52.5% |
| \$ 1.501 | \$ 1.550 | 10.9% | \$ 4.251 | \$ 4.300 | 53.3% |
| \$ 1.551 | \$ 1.600 | 11.8% | \$ 4.301 | \$ 4.350 | 54.1% |
| \$ 1.601 | \$ 1.650 | 12.8% | \$ 4.351 | \$ 4.400 | 54.9% |
| \$ 1.651 | \$ 1.700 | 13.7% | \$ 4.401 | \$ 4.450 | 55.7% |
| \$ 1.701 | \$ 1.750 | 14.6% | \$ 4.451 | \$ 4.500 | 56.5% |
| \$ 1.751 | \$ 1.800 | 15.6% | \$ 4.501 | \$ 4.550 | 57.3% |
| \$ 1.801 | \$ 1.850 | 16.5% | \$ 4.551 | \$ 4.600 | 58.1% |
| \$ 1.851 | \$ 1.900 | 17.4% | \$ 4.601 | \$ 4.650 | 58.9% |
| \$ 1.901 | \$ 1.950 | 18.4% | \$ 4.651 | \$ 4.700 | 59.7% |
| \$ 1.951 | \$ 2.000 | 19.3% | \$ 4.701 | \$ 4.750 | 60.5% |
| \$ 2.001 | \$ 2.050 | 20.2% | \$ 4.751 | \$ 4.800 | 61.3% |
| \$ 2.051 | \$ 2.100 | 21.2% | \$ 4.801 | \$ 4.850 | 62.1% |
| \$ 2.101 | \$ 2.150 | 22.1% | \$ 4.851 | \$ 4.900 | 62.9% |
| \$ 2.151 | \$ 2.200 | 23% | \$ 4.901 | \$ 4.950 | 63.7% |
| \$ 2.201 | \$ 2.250 | 23.9% | \$ 4.951 | \$ 5.000 | 64.5% |
| \$ 2.251 | \$ 2.300 | 24.9% | \$ 5.001 | \$ 5.050 | 65.3% |
| \$ 2.301 | \$ 2.350 | 25.9% | \$ 5.051 | \$ 5.100 | 66.1% |
| \$ 2.351 | \$ 2.400 | 26.8% | \$ 5.101 | \$ 5.150 | 66.9% |
| \$ 2.401 | \$ 2.450 | 27.7% | \$ 5.151 | \$ 5.200 | 67.7% |
| \$ 2.451 | \$ 2.500 | 28.7% | \$ 5.201 | \$ 5.250 | 68.5% |
| \$ 2.501 | \$ 2.550 | 29.6% | \$ 5.251 | \$ 5.300 | 69.3% |
| \$ 2.551 | \$ 2.600 | 30.5% | \$ 5.301 | \$ 5.350 | 70.1% |
| \$ 2.601 | \$ 2.650 | 31.5% | \$ 5.351 | \$ 5.400 | 70.9% |
| \$ 2.651 | \$ 2.700 | 32.4% | \$ 5.401 | \$ 5.450 | 71.7% |
| \$ 2.701 | \$ 2.750 | 32.8% | \$ 5.451 | \$ 5.500 | 72.5% |
| \$ 2.751 | \$ 2.800 | 33.3% | \$ 5.501 | \$ 5.550 | 73.3% |
| \$ 2.801 | \$ 2.850 | 33.8% | \$ 5.551 | \$ 5.600 | 74.1% |
| \$ 2.851 | \$ 2.900 | 34.2% | \$ 5.601 | \$ 5.650 | 74.9% |
| \$ 2.901 | \$ 2.950 | 34.8% | \$ 5.651 | \$ 5.700 | 75.7% |
| \$ 2.951 | \$ 3.000 | 35.1% | \$ 5.701 | \$ 5.750 | 76.5% |
| \$ 3.001 | \$ 3.050 | 35.3% | \$ 5.751 | \$ 5.800 | 77.3% |
| \$ 3.051 | \$ 3.100 | 35.5% | \$ 5.801 | \$ 5.850 | 78.1% |
| \$ 3.101 | \$ 3.150 | 35.8% | \$ 5.851 | \$ 5.900 | 78.9% |
| \$ 3.151 | \$ 3.200 | 36.2% | \$ 5.901 | \$ 5.950 | 79.7% |
| \$ 3.201 | \$ 3.250 | 36.5% | \$ 5.951 | \$ 6.000 | 80.5% |
| \$ 3.251 | \$ 3.300 | 37.3% | \$ 6.001 | \$ 6.050 | 81.3% |
| \$ 3.301 | \$ 3.350 | 38.1% | \$ 6.051 | \$ 6.100 | 82.1% |
| \$ 3.351 | \$ 3.400 | 38.9% | \$ 6.101 | \$ 6.150 | 82.9% |
| \$ 3.401 | \$ 3.450 | 39.7% | \$ 6.151 | \$ 6.200 | 83.7% |
| \$ 3.451 | \$ 3.500 | 40.5% | \$ 6.201 | \$ 6.250 | 84.5% |
| \$ 3.501 | \$ 3.550 | 41.3% | \$ 6.251 | \$ 6.300 | 85.3% |
| \$ 3.551 | \$ 3.600 | 42.1% | \$ 6.301 | \$ 6.350 | 86.1% |
| \$ 3.601 | \$ 3.650 | 42.9% | \$ 6.351 | \$ 6.400 | 86.9% |
| \$ 3.651 | \$ 3.700 | 43.7% | \$ 6.401 | \$ 6.450 | 87.7% |
| \$ 3.701 | \$ 3.750 | 44.5% | \$ 6.451 | \$ 6.500 | 88.5% |
| \$ 3.751 | \$ 3.800 | 45.3% | \$ 6.501 | \$ 6.559 | 89.3% |
| \$ 3.801 | \$ 3.850 | 46.1% | | | |

Fuel provisions in this item shall apply unless otherwise noted within this tariff.

Fuel surcharge will be determined by the U.S. National Average Fuel index for diesel as published by the U.S. DOE each Monday and if needed, necessary changes will be made each Wednesday.

For explanation of reference marks and abbreviations, see last page.

ITEM 150

APPLICATION OF GENERAL PROVISIONS

The rates and charges named in this tariff apply only on export, import, coastwise or intercoastal shipments transported by carriers parties to this tariff between port facilities, on the one hand, and on the other hand, points named or provided for in this tariff, subject to the following conditions: (for definition of containers or trailers, see Item 110)

1. Upon request, export, import, coastwise and intercoastal shipments may be transported in trailers not owned by Motor Common Carriers parties to this tariff. When shipments so handled are received from or delivered to water carriers, rates provided in this tariff will apply on the weight of the shipments, not including the weight of the trailers; and the shipments will be transported under the conditions and subject to the additional charges provided in this tariff.
2. The rates and charges named in this tariff will apply only on shipments in containers or trailers received from or delivered to water carriers. Also the pickup and delivery of empty containers or trailers, when such movement is in connection with a prior or subsequent movement by water carrier.
3. Rate and charges named in this tariff do not include the loading of containers or trailers onto the water carrier vessel or the unloading of containers or trailers from the water carrier vessel.
4. Rates and charges do not include the cost of loading or unloading containers or trailers from or to carrier's equipment.
5. When loaded trailers or containers are received such loaded trailers or containers must be sealed prior to acceptance by Motor Common Carrier.
6. Each container or trailer moving under the provisions of this tariff will be considered as fully loaded or loaded to capacity.
7. Items 670 and /or 995 will apply when shipment exceeds height, width or weight limits of the various states in or through which it must traverse.
8. When containers are to be moved over the highway secured to a chassis or bogey, such containers must be mounted on and secured to chassis or bogey when tendered to the Motor Common Carrier.
9. The rates do not include payment for port facility charges.
10. The provisions of this tariff will apply regardless of size of the trailer furnished and two trailers each 20 feet or less in length, coupled together, will be considered as a single trailer.
11. Vehicle sizes refer to outside length of vehicle.
12. Where time records are required Motor Common Carrier must maintain such records and must make them available for inspection by authorized representatives of other regulatory authorities.
13. When container is tendered to Motor Common Carriers, the party tendering the container must identify in writing when the container is an instrument of international traffic subject to the U.S. Customs Regulations.

For explanation of reference marks and abbreviations, see last page.

14. Failure by party tendering container to identify in writing as described in paragraph 13 relieves the Motor Common Carrier of penalties or liabilities stipulated by U.S. Customs.
15. Where carrier is requested to pick up a chassis or bogey, prior to pickup of container or trailer in lieu of chassis or bogey and container or trailer being available at the same position, that is, container or trailer already mounted on chassis or bogey as a unit ready for hook-up to carrier's trailer, there will be a charge of \$40.00 for this additional service. Such charge shall be in addition to all other lawful charges and shall be collected simultaneously with such other lawful charges.

ITEM 300

**ADVANCING OR PAYING CHARGES (SEE NOTES A AND B)
EXCEPTION TO NMFC ITEM 300**

1. Unless otherwise instructed by shipper or consignee, carriers may advance or pay charges for truck entry fees, or for accrued lawful charges of air or water carriers or pier operator charges from openings and closing for customs inspections. Such advancements or payments together with the charges accruing under this item shall be assessed against the party against whom the freight charges on the shipment involved are assessed. Billing under this item may be made either at the time of billing of the freight charges if the advancements or payments are then known; or by subsequent billing as necessary.

2. The charges of the carrier for advancing or paying monies above described will be:

| <u>When the Amount Advanced Or Paid Is:</u> | <u>Charge Will Be:</u> |
|---|------------------------|
| Not over \$350.00 | \$12.43 |
| Over \$350.00, not over \$400.00 | 13.23 |
| Over \$400.00, not over \$450.00 | 14.53 |
| Over \$450.00, not over \$500.00 | 15.76 |
| Over \$500.00, not over \$550.00 | 16.97 |
| Over \$550.00, not over \$600.00 | 18.21-+ |
| Over \$600.00, not over \$650.00 | 19.49 |
| Over \$650.00, not over \$700.00 | 20.75 |
| Over \$700.00, not over \$750.00 | 21.94 |
| Over \$750.00, not over \$800.00 | 23.21 |
| Over \$800.00, not over \$850.00 | 24.20 |
| Over \$850.00, not over \$900.00 | 25.67 |
| Over \$900.00, not over \$950.00 | 26.91 |
| Over \$950.00, not over \$1000.00 | 28.22 |
| Over \$1000.00 | 28.22 (See Note B) |

3. When demurrage or per diem is charged by the steamship lines over and above the free time, the charges will be assessed against the party whom the freight charges on the shipments involved are assessed. Billing under this item will be subsequent billing since charges are not known at the time of the original billing for the drayage charge.

For explanation of reference marks and abbreviations, see last page.

4. An administrative fee for advancing the charges to the steamship lines will be an additional 15% of the total per diem or demurrage charges, subject to a minimum charge of \$50.00 and a maximum charge of \$500.00.

Accurate records will be kept by the carrier to document the charges.

NOTE A-Charges specified in this rule must be entered on billing in such manner as to accurately describe their exact character.

NOTE B-Charges for amounts in excess of \$1000.00 should be computed at the ratio that \$28.22 bears to \$1000.00.

NOTE C-Administrative fees will apply the same for pier pass and clean truck fees shown in Section 3.

ITEM 301

TOLL CHARGES

Norfolk, VA and Portsmouth, VA-Elizabeth River Tunnel Project Toll charge \$25.00.

Toll charges are subject to change depending on distance and driver toll receipts.

ITEM 352

BASIS FOR ARRIVING AT RATES-CHARLESTON, SC GROUP RATES

In the absence of specific rates, rates published in this tariff applying from or to Charleston, SC also apply from or to Mount Pleasant, North Charleston, SC and Wando, SC.

ITEM 354

**BASIS FOR ARRIVING AT RATES –
CHESAPEAKE, NEWPORT NEWS AND PORTSMOUTH, VA**

In the absence of specific rates, rates published in this tariff applying from or to Norfolk, VA also apply from or to Chesapeake, Newport News and Portsmouth, VA.

ITEM 355

**BASIS FOR ARRIVING AT RATES –
ATLANTA, GA**

In the absence of specific rates, rates published in this tariff applying from or to Atlanta, GA also apply from or to Austell, GA, Conley, GA and Fairburn, GA.

ITEM 356

**BASIS FOR ARRIVING AT RATES –
GARDEN CITY AND PORT WENTWORTH, GA**

In the absence of specific rates, rates published in this tariff applying from or to Savannah, GA also apply from or to Garden City and Port Wentworth, GA.

ITEM 400

PORT CONGESTION

Due to port congestion, a congestion flat fee of \$75.00 will be applied to all container moves in Norfolk, VA. In addition, a congestion detention charge of \$42.50 per half hour or part thereof will be applied in Norfolk, VA to assist in compensation for driver's time and fuel when driver's wait time at the port exceeds two (2) hours.

ITEM 450

CONTAINERS, EMPTY – MOVEMENT OF

Where a container is requested by the water carrier or its agent, affiliates or subsidiary to transport an empty container to be transported as an article of commerce under a bill of lading or receipt issued by the Motor Carrier, such shall constitute a shipment and charges provided in this tariff will apply to the designated point of shipment to be picked up.

ITEM 460

CONTAINER FUMIGATION

When a container has to be fumigated a charge of \$150.00 would apply.

ITEM 465

CONTAINERS FURNISHED BUT NOT USED

When carrier is furnished an empty container, at the request of a consignor or their agent, to pick up a shipment at a designated point of origin and the container is not used, the unused container will be considered an article of commerce and charges provided in this tariff will apply from the designated point of pickup of the shipment back to the point where the empty container was initially tendered to the carrier.

ITEM 466

DROPPING CONTAINERS FOR LOADING OR UNLOADING

All rates in this tariff are based on loading or unloading upon arrival while driver is waiting. In the event the customer requests container or containers be dropped, this will constitute a second round trip charge and charges will be assessed for two round trips.

ITEM 467**RELINQUISHMENT OF CONTAINERS**

1. Where Old Dominion Freight Line, Inc. accepts containers from water carriers or their agents under an interchange agreement for transportation service under this tariff, each such container is to be returned to the water carrier or its agent and the interchange agreement is to be terminated at the same point where the container was originally accepted by Old Dominion Freight Line, Inc., except as provided in Paragraph 2 below.
2. When Old Dominion Freight Line, Inc. is required to relinquish a container at a point other than the point where the container was originally accepted by Old Dominion Freight Line, Inc., a charge shall be assessed in addition to all other applicable charges determined by obtaining the miles (see Item 605) from the point of relinquishment of the container to the point where the container was originally accepted by Old Dominion Freight Line, Inc. and apply a charge of \$1.75 per mile. Such charge shall be assessed against the person requiring the relinquishment of the container. (see Note A).
3. As used in this item, the following definitions will govern:

Container – any container (on chassis or not on chassis) or trailer belonging to a water carrier (or a water carrier's agent, affiliate or subsidiary) and held by the motor carrier under an interchange agreement or arrangement between the motor carrier and the said water carrier.

Relinquish – giving up possession and control of a container and termination of the interchange agreement or arrangement thereon.

NOTE A – The charges herein provided will be applicable when the container is delivered to a point located in the same commercial zone (as specifically defined or to points in places as the point where the container was originally accepted by the motor carrier.

ITEM 470**CHASSIS**

1. When ODFL is required to pick up or return a chassis at a different location other than the container, an additional charge of \$75.00 per chassis per occurrence will apply. The payer of charges will be invoiced for the charges, unless authorized in writing from a third party.
2. When the carrier is requested to furnish its own chassis to deliver an ocean container, a charge of \$40.00 per calendar day subject to a minimum of \$80.00 per shipment will be charged. For tri-axle, the charge will be \$75.00-\$125.00, depending on market, per calendar day subject to a minimum of \$150.00-\$225.00 per shipment. The freight payer of charges will be invoiced for the charges unless authorized in writing from a third party.
3. When the steamship line or rail yard does not furnish a chassis, but requires the carrier to lease a chassis, Carrier will charge the fee charged by the chassis vendor, plus an administrative fee. A minimum charge of \$40.00 per calendar day, subject to a minimum of \$80.00 per shipment will apply.

For explanation of reference marks and abbreviations, see last page.

ITEM 480

CUSTOMS OR IN BOND FREIGHT

1. When carrier is required to clear shipments with United States Customs before delivery, a charge of \$300.00 per shipment or per container (if more than one container is required) will apply in addition to all other applicable charges.
2. Line haul charges on shipments requiring United States Customs Clearance at a point other than the final destination of the shipment will be assessed on the basis of rates applicable from point of origin to the point of United States Customs Clearance and from the point of United States Customs Clearance to the final destination.
3. Shipments awaiting United States Customs Clearance will be subject to detention charges provided in ODFL 100 Series and such charges, if any, will be paid by the party responsible for the line haul freight charges.
4. Freight moving in bond may not be included in the same shipment on the same bill of lading and shipping order with freight not moving in bond.

ITEM 500

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 purposes 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 lbs. 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 in the case of loading or in the case of unloading, irrespective of whether line-haul charges are prepaid or collect will be assessed against the party responsible for the payment of the freight charges.
- E. When carrier's employee assists in loading, unloading, or checking the freight, this time 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 the carrier's normal business hours. This shall not be construed to restrict carrier's ability to accept pickup and delivery schedules at hours other than its normal business hours.

For explanation of reference marks and abbreviations, see last page.

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:
 - a. Surrender of the bill of lading to the carrier 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, and
 - d. 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” means meal, coffee and rest breaks.
- G. “Pallet” means pallets, platforms, shipping racks or skids with or without standing sides or ends, but without tops.

SECTION 3 – COMPUTATION OF TIME:

- A. Commencement and termination:
 - 1. The time per vehicle shall begin to run upon actual notification by carrier’s employee to a responsible representative of consignor, consignee or other designated party at the premises of pickup or delivery of the arrival of the vehicle for loading 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 I 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 the carrier’s employee will enter the time and it will be binding.

- B. Prearrange Scheduling:
1. Subject to the provisions of Item 503 of this tariff, and upon reasonable request of consignor, consignee or others designated by them, carrier will, without additional charge, enter a prearranged schedule for arrival of the vehicle for loading or unloading.
 2. When the carrier enters into a prearranged schedule with consignor, consignee, or others designated by them for the arrival of the vehicle for loading or unloading and carrier is unable for any reason to maintain such schedule, then carrier and consignor, consignee, or other party designated by them have the option to agree to a mutually convenient and prompt alternative arrival time or in the event such agreement cannot be reached, to compute detention time against consignor, consignee, or other party designated by them from carrier's actual arrival time subject to an extension of 15 minutes 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 50 minutes.
 3. If the carrier's vehicle arrives prior to scheduled time, time shall begin to run from the scheduled time or actual time loading or unloading commences, whichever is earlier.
- C. Conditions Governing the Computation of Time:
1. Computations of time are subject to and are to be made within the normal business hours at the designated place of pickup or delivery. If carrier is permitted to work beyond this period, such working time shall also be included.
 2. When loading or unloading is not completed at the end of normal business hours at the designated place, consignor, consignee or other party designated by them shall have the option:
 - a. To request that the vehicle without power remain at its premises subject to the provisions of Section 4 (D): or
 - b. 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 carriers 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 shall be 60 minutes regardless of the weight.
- B. When more than one truckload shipment or a truckload shipment and one or more less-than-truckload (LTL) or Any Quantity(AQ) shipments are loaded on one vehicle at the premises of consignor or when more than one truckload shipment or a truckload shipment and one or more LTL or AQ shipments are unloaded from one vehicle at the premises of consignee or other designated party, the combined weight will be used to determine free time, in all other instances the individual shipment weight will be used.
- C. When a vehicle with power is changed to a vehicle without power at the request of consignor, consignee or other party designated by them, the free time and detention charges will be applied as follows:

1. If the change is requested and made before the expiration of free time for a vehicle with power. Free time will cease immediately at the time the request is made, and detention charges for vehicles without power will immediately commence with no further free time allowed.
 2. If the change is requested and made after the expiration of free time for a vehicle with power, free time and detention charges will be computed on the basis of a vehicle with power up to the time the change was requested. In addition, the vehicle will immediately be charged detention for vehicles without power with no further free time allowed.
- D. The detention charges due the carrier in the case of loading or in the case of unloading, irrespective of whether line-haul charges are prepaid or collect will be assessed against the party responsible for the payment of the freight charges.
- E. 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.
- F. When a driver and power unit is required to lay over until the following day to affect delivery due to no fault of the carrier, a charge of \$150.00 per night will be assessed in addition to all other lawful charges.

SECTION 5 – CHARGES

When the delay per vehicle beyond free time is thirty (30) minutes or less, the charge will be \$42.50. For each additional thirty (30) minutes or fraction thereof, the charge will be \$42.50.

SECTION 6 – RECORDS

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

- A. Name and address of consignor, consignee or other party at whose premises freight is loaded or unloaded;
- B. Identification of vehicle tendered for loading or unloading;
- C. Date and time of notification of arrival of the vehicle for loading or unloading;
- D. Date and time loading or unloading is begun;
- E. Date and time loading or unloading is completed;
- F. Date and time vehicle is released by consignor, consignee, or other party at place of pickup or delivery after loading or unloading is completed;
- G. Actual time of nonworking periods;
- H. Total actual weight of shipments loaded or unloaded;
- I. Whether articles are tendered under a prearranged schedule for loading or unloading;
- J. Date and time specified for vehicles tendered under a prearranged schedule;
- K. Alternative arrangement made when a vehicle is tendered under a prearranged schedule that was not adhered to.

Item 503

PREARRANGED SCHEDULING OF VEHICLE ARRIVAL FOR LOADING OR UNLOADING

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

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

For explanation of reference marks and abbreviations, see last page.

2. Prearranged schedules for arrival of vehicle for loading or unloading may be on a one-time continuous basis mutually agreeable to all parties. Continuous prearranged schedule agreements may be terminated by any party to the agreement no less than 24 hours prior to the effective date of such cancellation.
3. The schedule time for arrival of vehicle for unloading should be prior to the time storage charges would begin to accrue. If arrival for unloading is not on schedule, storage charges will be assessed as provided in applicable tariff.

ITEM 520

EQUIPMENT – POWER UNIT ORDERED BUT NOT USED

When a motor carrier, upon request from a consignor or a consignee to pick up a container or trailer, has dispatched a driver with power unit for such purpose and due to no disability, fault, or negligence on the part of the Motor Common Carrier, the power unit is not used, a charge of \$175.00 per day or fraction thereof per vehicle will be assessed against party requesting this service until it is returned.

ITEM 540

TRANSPORTATION OF HAZARDOUS MATERIALS (SEE NOTE A)

Carriers will accept shipments of hazardous materials, except as indicated below, for transportation in accordance with transportation requirements of the US Department of Transportation and the US Nuclear Regulatory Commission, subject to the following provisions:

- 1 . Shipments of hazardous wastes; hazardous substances for disposal or radioactive materials will not be accepted for transportation.
- 2 . Shipments containing hazardous materials, including Title 49 Code of Federal Regulations, Parts 100 thru 180, will be subject to a handling charge of: \$150.00 per container. Charge shall be in addition to all other applicable charges.
- 3 . A placard removal fee of \$35.00 will be charged.

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

ITEM 541

RESIDENTIAL PICKUP OR DELIVERY

When a shipment requires pickup or delivery to a residence, a minimum of \$100.00 additional charges shall apply.

ITEM 560

LABOR – LOADING OR UNLOADING

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

| | |
|-----------------------------------|------------------------------------|
| <u>Time Use of Labor</u> | <u>Charge per Man (see Note E)</u> |
| For each hour or fraction thereof | \$75.00 per hour |

Time shall be computed from the time the labor arrives at the place of pickup or delivery until loading or unloading is completed. This charge will be in addition to all other charges and will be assessed against the consignor (see Notes A and C) if the labor is used for loading and against the consignee (see Notes B and D) if the labor is used for unloading. Labor will not be furnished unless requested by the 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 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 men used and the number of hours or days each such man was used.
3. The provisions of this time does not obligate the carrier to furnish labor if such labor is not available at the point of loading or unloading.

Note A- Conignor, 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 original consignor or warehousemen or a connecting 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 B-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 ultimate consignee or warehousemen or a connecting motor, rail or water carrier with whom the carrier does not maintain joint through rates, or other person designated on the bill of lading.

Note C-Charges for labor for loading shall be assessed against the consignor if requested by the consignor and so noted on the bill of lading.

Note D-Charges for labor for unloading shall be assessed against the consignee if requested by the consignee and so noted on the bill of lading.

Note E-If carrier's driver is sole labor, the charge will be \$12.00 per cwt, subject to a minimum charge of \$125.00.

For explanation of reference marks and abbreviations, see last page.

ITEM 580**LOADING BY CONSIGNOR – UNLOADING BY CONSIGNEE**

Except as otherwise provided herein, the complete loading and/or unloading service, as the case may be, of the shipment including the count hereof must be performed by the shipper 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.

1. The complete loading service includes the loading of the shipment into or on the container or trailer and the power stowing and/or stacking thereof to withstand the normal hazards of transportation, such blocking or bracing must be furnished and installed by and at the expense of the consignor.
2. The complete unloading service means that the consignee must remove the shipment from the position in which it is transported in or on the container or trailer including all dunnage, blocking and bracing material. If carrier has to remove the freight, payor will be assessed a charge of \$35.00 per container.

ITEM 594**MAXIMUM CARRIER LIABILITY**

Provisions of Item 594 (Maximum Carrier Cargo Liability) of the ODFL 100 Series (Rules Tariff) will apply except that Section 1 (d) is removed in its entirety and Section 1 (a) is replaced as follows: Section 1: (a) Carrier's maximum carrier cargo liability for loss, damage, or destruction to any shipment or part thereof shall be limited to the lower of (i) actual invoice costs or (ii) a maximum of \$100,000 per shipment or per occurrence. This maximum level of carrier cargo liability applies unless the procedures for securing a higher level of carrier cargo liability at a higher transportation charge as set forth in Item 574 of the ODFL 100 Series (Rules Tariff) are followed. All values are in US Dollars.

ITEM 605**MILEAGE AND ROUTES**

1. Unless otherwise provided, where rates are based on mileage, mileage shall be the distance between the point of origin and point of destination by the shortest regularly travelled available highway routes and shall be ascertained by the compilation of distance in HGB100 Series, supplements to or successive issues thereof.
2. Except as otherwise provided, the rates published in this tariff only apply over regular United States interstate and state paved roads and/or improved roads, via carrier handling shipments as authorized by the carrier to travel or pass over in the authority shown in its certificate.
3. When, for carrier's convenience, a shipment is transported over an alternative route which is not the shortest route, the rates to apply will be those which would have applied if the shipment had been transported over the shortest route. Rules or other provisions of this tariff providing rates and serve from, to or at intermediate points will not apply at points on such alternative routes.
4. When, at the request of the shipper, a longer route than the shortest available regularly travelled highway route is used, the actual mileage over the longer route will apply.
5. Where the rates are not shown for the actual distance, the rates given for the next greater distance will apply.

For explanation of reference marks and abbreviations, see last page.

6. For shipments subject to stop-offs for partial loading or unloading, mileage will be determined from origin to destination through the stop-off point or points.
7. When due to over dimensions (Item 670) or over weight (Item 995), carrier is required by state, city or municipal authorities to use a route other than the shortest available, charges will be determined over the route so designated by said authorities.

ITEM 670

OVER DIMENSION CHARGES

Shipments which, because of height or width, require procurement of special permits for transportation over streets or highways will be transported subject to the following conditions and charges:

1. Arrangements for transportation of freight provided above must be made with the carrier before the shipment or any portion thereof is tendered for transportation.
2. Line Haul Charges:
 - a. Line haul charges for shipments which are over height will be 120% of line haul charges published in this tariff.
 - b. Line haul charges for shipments which are over width will be 120% of line haul charges published in this tariff.
 - c. Line haul charge for shipments which are both over height and over width will be 140% of line haul charges published in this tariff.
3. Purchase cost of special permits for each state, city or municipality plus a service charge of \$35.00 for each permit required will be assessed in addition to line haul charges.
4. All charges shall be collected from the shipper or party requesting movement of the shipment.
5. The party requesting movement of the shipment will be responsible for any and all fines assessed by federal, state, or local government agencies as a result of over dimensions. Additionally, ODFL will assess a charge for Administrative Handling/Advancing Fees equal to fifteen percent (15%) of the fine assessed by the governing body. Subject to a minimum charge of \$10.00 and a maximum charge of \$500.00 per shipment.

ITEM 756

PICKUP OR DELIVERY SERVICE AT WATER CARRIER FACILITIES

Rates named in this tariff include one pickup and one delivery or one tender of delivery at water carrier facilities during business hours. Pickup or delivery service does not include any loading or unloading service by the Motor Common Carrier at the water carrier's facility.

ITEM 766

PRECEDENCE OF RULES

Where a rule is published in this tariff covering the same service as a rule published in a governing publication, such rules published herein, to the extent of its application, will apply in lieu of the rule published in the governing publication.

ITEM 890**SPECIAL SERVICES – SERVICES OTHER THAN LINE HAUL**

When motor carrier is requested to provide tractor and trailer to perform services other than line haul services not otherwise provided herein, tractor and trailer will be furnished at the rate of \$125.00 per hour or fraction thereof (see note A).

NOTE A – Time shall be computed from when the motor carrier's employee leaves his terminal until he returns.

ITEM 900**STOP-OFF FOR PARTIAL LOADING OR UNLOADING**

Container shipments may be stopped in transit to complete loading or to partially unload, subject to the following provisions:

1. All freight charges must be prepaid, or collect in full from one consignee at destination.
 2. Only one bill of lading or shipping order shall be issued for the entire shipment.
 3. The bill of lading or shipping order shall show in the space provided the name of only one consignee and one delivery address and only one shipper's name and address.
 4. The names of places or addresses at which vehicle is to be stopped for loading or unloading shall be shown either in the body of the bill of lading or shipping order or on a separate paper which shall be attached to and considered a part of the shipping documents.
 5. Except as provided in individual rate item, each stop, exclusive of the initial pickup and final delivery, for either partial loading or partial unloading will be subject to a stop-off charge of:
\$100.00 for the first and each succeeding stop-off
 6. For shipments which are stopped off for partial loading or partial unloading, the line haul charge shall be determined on the basis of the total miles from initial point of origin to final destination through the stop-off point or points.
 7. The stop-off service provided for in this rule will not apply in connection with shipments of freight moving on a COD basis, freight consigned "to order" or "to order notify" or otherwise consigned as to require surrender of a bill of lading written order or other document in advance of delivery.
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ITEM 915**STRAIGHT OR MIXED VOLUME OR TRUCKLOAD SHIPMENTS**

Where individual commodity descriptions herein include two or more articles subject to the same volume or truckload rates, such rates are applicable upon straight or mixed volume or truckload shipments of the article named, unless otherwise specifically indicated herein.

ITEM 920**TARPS – REMOVAL**

When freight moving on ocean containers requires tarping, it will be the responsibility of the shipper or consignee to apply or remove tarps. If the carrier is requested to perform this service, an additional charge of \$100.00 will be assessed to the party requesting the service.

ITEM 925**LOCAL DRAYGE STORAGE CHARGE**

When customer requests that carrier pick up a container from the port or rail yard and hold at carrier's yard prior to movement of the container to final destination the following will apply:

1. A drayage charge of \$125.00 per container will be applied plus any storage charges that may become applicable.
 2. If requested by the consignee to hold or store a loaded container on carrier's premises for more than one (1) day, storage charges of \$150.00 per day will be applicable in addition to the steamship line per diem charges, beginning with the first (1st) day and until the container is unloaded.
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ITEM 926

PORT SECURITY SURCHARGE

In order to partially offset additional expenses and delays incurred in clearing security at the ocean ports, a Port Security Surcharge of \$15.00 per ocean container will apply in addition to all other applicable charges.

ITEM 928

FLIP FEE

When a port, rail yard or container yard charges a fee to "flip" a container from an existing chassis to an ODFL provided chassis (Kong haul road chassis, tri-axle chassis, super chassis, low boy, flat bed, etc.) then a minimum flip fee of \$115.00 will be charged per flip.

ITEM 995

WEIGHT

The maximum weight per loaded container shall not exceed the lawful maximum weight established by the applicable state law and, in no case, shall the cargo weight exceed 36,000 lbs. on containers less than 40 feet in length or 44,000 lbs. on containers 40 feet or greater in length. If shipments are tendered that are in excess of the lawful maximum weight (either gross weight, axle weight or cargo weight), the following will apply (see Note A):

1. Line haul charges on containers not exceeding 40,000 lbs. on containers less than 20 feet in length or 49,000 lbs. on containers 40 feet or more in length will be 120% of the line charges published in this tariff, except as provided in Paragraph 3.
2. Line haul charges on containers exceeding 40,000 lbs. on containers less than 20 feet in length or 49,000 lbs. on containers 40 feet or more in length will be 125% of the line charges published in this tariff, except as provided in Paragraph 3.
3. When shipments are both over dimension (subject to Item 670) and overweight, apply the following:
 - a. Determine the applicable line haul charges in this tariff.
 - b. Determine the applicable percent of these charges as provided in Item 670.
4. Purchase cost of special permits, where obtainable, for each state traveled through, plus a service charge of \$30.00 for each permit obtained will be assessed in addition to line haul charges.
5. All charges shall be collected from the shipper or party requesting movement of the shipment.
6. Upon written request, carrier will stop off to weight the container, both empty and loaded for an additional charge of \$64.00 when certified scales are not available at place of loading or unloading plus \$10.00 per weight ticket or actual cost, whichever is higher.

For explanation of reference marks and abbreviations, see last page.

7. The party requesting movement of the shipment will be responsible for any and all overweight fines assessed by federal, state, or local government agencies as a result of the weight of container or any axle or group of axles that exceed the legal weight allowances of the applicable governing body. Subject to a minimum charge of \$30.00 and a maximum charge of \$300.00 per shipment.
8. Any citations received from state authorities, where legal axle weights, gross weights, or bridge law weights are exceeded beyond lawful limits, the customer will be responsible for the charges.
9. For all states, when a tri-axle chassis is provided at additional customer expense rules 1 and 2 above will apply as if the 20 foot container was actually a 40 foot container or larger.

NOTE A-Carrier's record must be maintained and kept available at all times and must show each vehicle containing overweight shipments on which permits are required.

ITEM 996

RATES

Rates are subject to change at any time without notice. Estimates provided will be protected for a period of thirty (30) days only.

ITEM 997

TEMPERATURE CONTROL SHIPMENTS

Shipments requiring temperature control moving on reefer containers will be assessed a charge of \$225.00 per container in addition to all other applicable charges.
