

# **MIDWEST MOTOR EXPRESS, INC.**

## **TARIFF 100-A**

**MC - 2153**

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**BETWEEN POINTS IN THE UNITED STATES  
AND  
BETWEEN POINTS IN THE UNITED STATES ON THE OTHER HAND**

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**This tariff applies on interstate, intrastate and foreign commerce, and then only in connection with tariffs making specific reference hereto by MIDW Number.**

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**For reference to governing publications, see Item 100.**

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## **OPTIONAL SERVICES AND RULES TARIFF**

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**EFFECTIVE MARCH 1, 2020**

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**ISSUED BY  
MIDWEST MOTOR EXPRESS, INC.  
PO BOX 1058  
BISMARCK, ND 58502**

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## Item 100

### List of Governing Tariffs

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

Kind of Tariff	Issuing Agent and Tariff Series
Classification, Governing	NMF 100
Hazardous Materials	ATA
Participating Carriers	MIDW110
Rules	MIDW100
Mileage Guide	PC MILER
Exempt Commodities	
US Postal Service Zip	

## Item 110 - Definitions

The terms:

1. "Business day" means each day, Monday through 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. "Doubles Trailer" means a trailer not exceeding 29 feet in length.
7. "Holiday" means: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day or any other day generally observed as a holiday by the carrier at the point where the service is performed. When the holiday falls on Sunday, the following Monday will be considered as a holiday.
8. "Joint line traffic: means the transportation of a shipment via two or more motor carriers, not including carriers performing pickup service at a point of origin or delivery service at point of destination or at intermediate interchange point as agent of the origination or delivering carriers.
9. "Local Traffic" or "Local Haul" means the same as Single Line Traffic.
10. "Place" (See Note A) means a particular street address or other designation of a factory, store, warehouse, place of business, or private residence at a "point".
11. "Point" means a particular city, town, village, community or other are which is treated as a unit for the application of line-haul rates.
12. "Single line traffic" means the pickup, transportation and delivery of a shipment via one carrier or via two or more motor carriers specifically designated as being considered as one carrier, whether pickup service at point of origin or delivery service at point of destination is performed

by the carrier or for its account by another carrier as its agent.

13. "Site" means a particular platform or specific location for loading or unloading at a "place".
14. "Traffic handled direct" means the transportation of a shipment via only on motor carrier (not including carriers specifically designated as being considered as one carrier), whether pickup service at point of origin or delivery service at point of destination is performed by such carrier or for its account by another carrier as its agent.
15. "Vehicle", (except when otherwise provided), means any vehicle of not less than 40 feet in length or a combination of vehicles, each not more than 29 feet in length, drawn by a single power unit and used on the highways for the transportation of property.
16. "Two-line haul", "three-line haul" or "four-line haul" includes the carrier for whose account the provisions are published. Unless otherwise specifically provided, two or more carriers specifically designated as being considered as one carrier will be considered as only one line.
17. "Any Quantity (AQ)"--Except as otherwise provided in tariffs governed by this tariff, AQ rates are those which are subject to minimum weights that are less than the TL or volume minimum weights.
18. "Tariff" means any classification, charge, price, rule or rate established by a carrier or carriers and filed with the appropriate government agency and on file at the carrier's general office.
19. "Less than Truckload (LTL)"--Except as otherwise provided in tariffs governed by this tariff, LTL rates are those which are subject to minimum weights that are less than the TL or volume minimum weights.
20. "Truckload or Volume (TL)"--Except as otherwise provided in tariffs governed by this tariff, TL or volume rates or charges are commodity rates or charges that are designated as TL or volume rates or charges with stated TL or volume minimum weights (or maximum weights when in connection with charges per mile or per vehicle) or class rates subject to minimum weights of 10,001 pounds or more or class rates subject to the highest minimum weight stated when the highest minimum weight stated is less than 10,001 pounds.
21. "Tractor" means a mechanically powered unit used to propel or draw a doubles trailer, trailer or vehicle upon the highways.
22. "Truck" means a wheeled power unit and cargo compartment combined as one unit for the transportation of property, or a tractor as described in Paragraphs 6 and 15 above.
23. "Pup" means a trailer not exceeding 29 feet in length.
24. "Trailer", when not more specifically defined, means a trailer of not less than 40 feet in length.
25. A "collect shipment" means one on which the charges for transportation service, including accessorial services, rendered at the request of the consignee, or requested by the consignor for the consignee, are to be paid by the consignee.
26. A "prepaid shipment" means one on which the charges for transportation service, including accessorial services, rendered at the request of the consignor are to be paid by the consignor or a third party that is neither the consignor nor the consignee.
27. "Foreign Countries" includes all points not located in the 48 contiguous United States of America.
28. "Import traffic" means freight moving into the USA from a foreign country.
29. "Export traffic" means freight shipped from the USA to a foreign country.

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

**Item 120****Explanation of Abbreviations for States and Provinces**

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

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

Province Abbreviation	Explanation
AB	ALBERTA
BC	BRITISH COLUMBIA
MB	MANITOBA
NB	NEW BRUNSWICK
NF	NEW FOUNDLAND
NT	NORTHWEST TERRITORY
NS	NOVA SCOTIA
ON	ONTARIO
PE	PRINCE EDWARD ISLAND
PQ	QUEBEC
SK	SASKATCHEWAN
YT	YUKON TERRITORY

## **Item 130**

### **Application of Tariff**

1. In no case shall more than one discount apply to any one shipment.
2. Except as otherwise provided, the provisions of this tariff will apply in connection with C.O.D.,
3. Order Notify, shipments moving on Government Bills of Lading, shipments moving on Foreign Commerce, shipments of used household goods or personal effects, or shipments for pickup at or delivery to private residences. However, such shipments may be used to make up a required minimum quantity of shipments.
4. Except as otherwise provided, the discount will be shown on the freight bill as deduction from the otherwise applicable charges, exclusive of special or accessorial charges (including those constructed from special accessorial rates or charges including arbitrary rates or charges).
5. Discounts will not apply if the provision for unnamed points is used to determine through rates.
6. Discount will not apply on any shipment that utilizes the trailer to full capacity regardless of rate or weight applications.
7. Discounts in this tariff are published for the account of the customer referenced by "customer name" in each item. Outbound shipments from this customer apply prepaid or collect, unless otherwise stated in the individual item and inbound shipments to this customer will only apply on freight collect shipments. When conflicting discounts occur, due to an outbound discount for a particular shipper and an inbound discount for the consignee on the same shipment, the discount applicable to that particular shipment will be the discount published for the consignee on freight collect shipments, and on prepaid shipments the discount will be that published for the consignor (shipper).
8. Except as otherwise provided, discounts shall apply on minimum charge and LTL shipments.
9. Definition of an LTL shipment is shipments rated using the MC, L5C, 1M, 2M, 5M, and 10M line of rates.
10. Except as otherwise provided, discounts listed herein will apply on shipments of Freight, All Kinds, as described in the rating section of the NMFC and provided with a rating therein.
11. Discounts in this tariff will apply on single line traffic and on joint line traffic in connection with carriers who have concurrences on file with MIDW.
12. On shipments destined to named customer or named customer account number discounts shall apply only from points served direct by MIDW.
13. Shipments will be rated with a discount on the 10M line of rates. Discount will not apply on the 20M line of rates. Shipments occupying 15 or more feet of trailer space will be rated as follows based on the provisions of Item 132 herein.
14. When a discount is published from, to, or between the UNITED STATES, such reference shall mean from, to, or between all states in the United States with the exception of Alaska and Hawaii.

### **Item 132 Linear Foot Rule – Capacity Loads**

Any single LTL shipment requiring 15 or more linear feet of a vehicle across the useable width of the trailer, is subject to linear foot charges being based on mileage.

This item is applicable when the shipment requiring 15 or more linear feet meets the following conditions:

1. Horizontal dimension of 96 inches will be used in the calculation for units that cannot be loaded side by side in the trailer and will not allow for loading other than normal skids. A vertical dimension of 96 inches will be used as maximum allowable height.
2. The quantity of freight which, due to its shape or dimensions (nature of the article, packaging or lack thereof, or pallets that are “pyramided” or “rounded off”) or because of its need to be segregated from other freight, requires 15 or more linear feet across the



useable width of the trailer.

3. The shipper requests the shipment not to 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.
4. Carrier shall not be held liable to pinwheel or turn pallets to reduce the amount of linear foot utilized by Shipper.
5. Multiple shipments from the same shipper on the same day to the same Consignee will be considered as one shipment for the provision of this item.
6. Mileage to be determined by PC Miler as shortest route truck travels from origin terminal zone to destination terminal zone.

Shipments meeting the above conditions shall be rated as follows:

Feet of the trailer	Rate per Mile	Minimum Charge
15-19	\$2.25	\$400.00
20-25	\$2.50	\$425.00
26-29	\$2.75	\$450.00
30-33	\$3.00	\$535.00
34-38	\$3.25	\$675.00
39-48	\$4.00	\$700.00

### **Item 135**

#### **Application of Third Party Payer**

In all individual discount items, third party discounts will apply on shipments originated only by Midwest Motor Express, Inc. when any customer, listed in that item, is shown on the original bill of lading as a third party payer.

### **Item 151**

#### **Application of Line-Haul Rates**

Unless specifically indicated otherwise, line haul rates in publications governed by this tariff include only:

1. One (1) pickup and loading at one (1) site of freight placed immediately adjacent to the vehicle or placed immediately adjacent to a parking space suitable for the carrier to place the vehicle for loading.
2. Transportation of the shipment from the original origin shown on the bill of lading to the original destination shown on the bill of lading at the time of pickup.
3. One (1) delivery or one (1) tender for delivery, of the shipment at the destination and site shown on the bill of lading at the time of pickup.
4. Unloading the shipment at the site shown on the bill of lading at the time of pickup at a place immediately adjacent to the rear of the vehicle (See Item 750 for provisions governing the loading and unloading of heavy or bulky freight).

Services, other than those described above, when requested or required, may be provided only if there are specific provisions for such additional services in this tariff or the tariff governed by this tariff. Charges shown in this tariff or the tariff governed by this tariff for such additional services will apply in addition to all other charges applicable to the shipment.

### **Item 153**

#### **Application Services and Charges – Non-Application**

When any publication governed by this tariff exempts or cancels the application of charges for any of the accessorial services provided by this tariff, the carrier is not obligated to perform the services for which the exempted or cancelled charges would have applied.

### **Item 170**

#### **Application of Classes and/or Rates – Inadvertence Clauses**

1. When rates in tariffs published by MME or NMFC ratings are subject to a released valuation being stated on the bill of lading and the shipper fails or declines to indicate an acceptable valuation on the bill of lading at the time of shipment, the shipment will be considered as being released to the lowest valuation provided and the shipment will be transported and charged for subject to such limitation of such liability. This part applies only when released valuation is required in order to determine a rate and does not apply when the shipper has the option to release or not to release a shipment as to value.
2. When bills of lading are prepared by the shipper for shipments handled by MIDW, the complete information required to be shown on the bill of lading by the bill of lading contract and Item 250100 of the NMFC must be shown on the bill of lading, including the complete description of all the articles in the shipment. These provisions apply also when the applicable pricing consists of a rate or rating applicable on "Freight All Kinds". If the bill of lading contains a commodity description of "Freight All Kinds" or "FAK" or other such wording, other than a complete description of the articles shipped, or a description that is not complete enough to enable the carrier to accurately determine the applicable class rating provided in the governing classification, the shipment will be subject to a minimum charge based on the applicable class 150 rates less the applicable percentage discount. If the shipment is subject to rates that are not subject to a percentage discount, applying the applicable class 150 rate less the applicable percentage discount. Should said shipment be measured/dimmed, a density-based class shall be applied based upon density guidelines as stated in item 590.

### **Item 300**

#### **Advancing Charges**

1. Unless otherwise provided, the rates and charges published in tariffs governed by this tariff do not include handling, tollage, wharfage, usage, loading or unloading charges, ferry charges, lift truck charges or any other port terminal charges at piers, wharves, dockside terminals or warehouses, and carriers will not absorb such charges. However, unless otherwise instructed by the shipper or consignee, the carrier may advance such charges and other charges incidental to the transportation of the shipment. Also, the carrier reserves the right to advance accrued lawful charges of air, rail or water carriers.
2. The charges by the carrier for advancing such monies as described above will be an amount equal to 3% of the amount of money advanced by MIDW (5% of the amount of money advanced by a carrier other than MIDW), subject to a minimum charge of \$20.00, per shipment.
3. The carrier will not advance nor absorb charges for broker's fees on in bond shipments.

### **Item 345**

#### **Arrival Notice and Undelivered Freight**

1. After a shipment's arrival at the carrier's destination terminal, notice of arrival will be given by:
  - a) Actual tender of delivery at the consignee's place; or
  - b) Telephone, if convenient and practical; or
  - c) Written notice, including facsimile or email.
2. If freight cannot be delivered because of consignee's refusal to accept it, or because the carrier

cannot locate the consignee, or because of an error or omission on the part of the shipper, the carrier will make a diligent effort to notify the shipper promptly that the freight is in storage.

3. When transmitted by mail or telegraph, the notice will be deemed to have been received at 8:00 a.m. the first business day after it was mailed or telegraphed. If notice is given by telephone or facsimile, the carrier's record of the date will govern. If written notice is by certified mail, the date of the shipper or consignee's signature will determine the arrival notice date.
4. Instructions issued prior to tender of delivery, such as notations on the bill of lading, will not be accepted as authority to reship or limit the storage liability of an undelivered shipment.

### **Item 360**

#### **Bills of Lading**

1. When property is tendered to carriers participating in publications governed by this tariff, Bills of Lading as described and printed in the NMFC should be used.
2. Consignors may furnish and use their own formatted Bills of Lading if such Bills of Lading meet all the requirements outlined in the NMFC and contain such information as identification and location of the consignor and consignee, commodity descriptions and other information pertinent to the shipment.
3. The name and address of only one consignor and one consignee must be shown on the Bill of Lading. Commodity word descriptions must be used and must conform to those in the applicable tariff or classification; however, appropriate, understandable, abbreviated descriptions may be used if the governing classification item numbers and appropriate sub numbers are also shown. The number of articles, packages or pieces and the kind of packages must be shown. The weight, volume or measurement of the articles must be shown if the applicable rates or charges are based on units of weight, volume or measurement.
4. Unless otherwise agreed to in writing, contract terms and conditions shall be those indicated in Carrier's bill of lading or in the NMF100 Items 250100, 250110, and 250120 in effect on the date the shipment was tendered to Carrier. Where a bill of lading other than the Uniform Bill of Lading or Carrier's bill of lading, issued by the shipper, is signed for by Carrier's driver or other Carrier employee, that signature only acknowledges receipt of the freight and is not a contract for the carriage of freight. Continued use of an unauthorized bill of lading by the shipper will not constitute an implied acceptance by Carrier.

### **Item 365**

#### **Bills of Lading - Corrected**

1. Corrected bills of lading or other instructions to change the freight charges collection status from prepaid to collect will not be accepted after the shipment has been delivered.
2. A corrected bill of lading to change the original freight charges collection status from prepaid to collect will not be accepted if Section 7 (the non-recourse clause) of the corrected bill of lading has been signed. If the corrected bill of lading is inadvertently accepted and Section 7 has been signed, the signature will be considered invalid.
3. A request to change the original freight charges collection status from collect to prepaid or 3<sup>rd</sup> party will require a corrected bill of lading from the shipper or 3<sup>rd</sup> party and the shipper or 3<sup>rd</sup> party must have established credit with MME. A charge of **\$20.00** will be assessed against the payer of the freight charges for processing such corrected bills of lading.
4. Redelivery, storage or other charges that become applicable on shipments that have been refused due to the freight charges collection status will be assessed against the party responsible for payment of the freight charges on the corrected bill of lading.
5. Corrected bills of lading changing the description, or density or weight of commodities in a shipment will not be accepted by the carrier without submission of conclusive documentary proof that the description, density or weight is as claimed on the corrected bill of lading. A charge of

\$20.00 will be assessed against the payer of the freight charges for processing such corrected bills of lading.

6. A \$20.00 charge will be assessed whenever a shipper neglects to include a valid quote number on the original bill of lading and a change is required to add the quote number and rate at a later date.

### Item 366

#### Bills of Lading - Consolidated

When a carrier receives two (2) or more shipments from the same shipper, on the same date, at the same place, consigned to the same consignee at a single place, the carrier, at its option, may combine the bills of lading for all such shipments into a master bill of lading and handle all such shipments as a single shipment. Such consolidated shipments shall be subject to all rules, regulations and charges that would apply if they had all been tendered to the carrier as a single shipment.

### Item 430

#### Collect on Delivery (COD) Shipments

Collect on delivery (COD) shipments will be accepted subject to the following provision and charges:

- Section 1--Shipments must be tendered on "Uniform Straight", "Straight Bill of Lading--Short Form" or "Straight" bill of lading forms as shown in the NMF100. The letters "COD" must be stamped, typed or written on all bills of lading and shipping order immediately before name of consignee; or, "COD" in red letters at least one inch in height with thickness of stroke 1/4 inch thick or greater must be stamped or printed across the face of all bills of lading and shipping orders. Only one COD amount may be shown and may not be subject to dependent upon time or conditions of payment. The name and street and post office address of consignor and consignee must be shown on bill of lading and shipping order. On Straight Bills of Lading--Short Form there must be shown in the space provided for this purpose or in the lower left hand corner space provided for description of articles, special marks and exceptions, the following information:

Collect on Delivery, \$\_\_\_\_\_ and remit to:

\_\_\_\_\_ Street

\_\_\_\_\_ City

\_\_\_\_\_ State \_\_\_\_\_ Zip

COD Charge to be paid by:

Shipper\_\_\_\_\_ Consignee\_\_\_\_\_

- Section 2--Each package must be plainly marked, labeled or tagged by consignor showing letters COD and the name and address of consignor and consignee in accordance with Item 580 of the NMFC.
- Section 3--COD packages will not be accepted on the same bill of lading with packages other than COD and only packages covered by one COD bill may be tendered on one bill of lading.
  - Section 4--If consignor desires to forward invoice or collection papers, they must be securely attached to the shipping order copy of the Bill of Lading and the shipping order must show the following information: "Attached invoice (or invoices) to accompany shipment to destination."
  - Section 5--COD shipments will not be accepted or receipted for when billed to one firm or person, with instructions to collect charges from another firm or person.
  - Section 6--COD shipments will not be accepted for transportation subject to inspection or trial by consignee or when bearing instructions to make partial delivery.
  - Carriers are responsible to deliver the shipment in accordance with bill of lading contract. If,

for any reason, upon presentation for delivery, COD payment is refused by the consignee, carriers are responsible for the disposition of the shipment only in accordance with the bill of lading contract and tariff provisions as applicable. Carriers are not responsible, in circumstances, to seek or remit the COD amount to the consignor or owner of goods.

- Section 7--Intoxicating beverages may be handled COD only under the provisions provided by State Laws of the State in which the point of destination is located. (See Section 389 of Title 18 of the United States Code Annotated.)
- Section 8--The amount of COD bills for COD shipments must be collected at the time such shipments are delivered to the consignee.
- Section 9--Only the following forms of payment will be accepted in payment of COD amounts:
  - (a) Cash, up to a maximum of \$250.00 (See NOTE A);
  - (b) Bank cashier's checks;
  - (c) Bank certified check;
  - (d) Money order; or
  - (e) Personal check of the consignee when so authorized in writing or by endorsement on the bill of lading and shipping order by the consignor. All checks and money orders shall be made payable to the consignor. The carrier will accept checks and money orders only as the agent of the consignor and the carrier's responsibility is limited to the exercise of due care and diligence in forwarding such checks and money orders to consignor. All checks (including cashier's checks and certified checks) and money orders tendered in payment of COD's will be accepted by the carrier at shipper's risk including but not limited to, risk of non-payment and forgery, and the carrier shall not be liable under any such instrument.
- Section 10--The charge for collecting and remitting the amount of bills for COD shipments will be collected from the consignee, except that such charge may be prepaid by the shipper, providing notation to that effect is made by the shipper on the bill of lading and shipping order. Collection of remitting charges for freight or other lawful charges due the carrier shall be paid to the carrier and must not be included in the checks or money orders made payable to the consignor.
- Section 11--Upon collection of a COD bill, the carrier collecting same shall remit each COD collection directly to the consignor or other person designated by the consignor as payee, promptly and within ten days after delivery of the COD shipments to the consignee. If the COD shipments moved in interline service the delivering carrier shall, at the time of remittance of the COD collection to the consignor or payee, notify the originating carrier of such remittance. The delivering carrier shall maintain a record of all COD shipments received for delivery in such manner and form as will plainly and readily show the following information with respect to each shipment:
  1. Number and date of freight bill;
  2. Name and address of shipper or other person designated as payee;
  3. Name and address of consignee;
  4. Date shipment delivered;
  5. Amount of COD;
  6. Date collected by delivering carrier;
  7. Date remitted to payee;
  8. Check number or other identification of remittance to payee.
- Section 12--COD Fee--The charges of the destination carrier for collecting and remitting the COD amount of each COD bill will be as follows:
  - **Fee - 3 % of COD amount.**
  - **Minimum Charge - \$35.00**

- Section 13--COD shipments of explosives designated as “Class A and Dangerous explosives” or “Class B Less Dangerous Explosive” referred to in the Hazardous Materials Tariff (HMT) will not be accepted.
- Section 14--The carrier will change the status on Collect On Delivery (COD) shipments subject to the following provisions and charges:
  - a) The carrier will accept only written instructions from the shipper to return the shipment or to change the bill of lading provisions on Collect on Delivery (COD) shipments subject to the provisions of this item by increasing, reducing or canceling the COD amount, subject to the following additional charge:
    - (1) **\$20.00** - When changed by Midwest.
    - (2) The charges in (1) must be prepaid or guaranteed to the satisfaction of the carrier.
  - b) Carriers are not obligated to execute the changes named in this PART, but upon request a reasonable effort will be made to do so, subject to the provisions in the Item.
  - c) The Carrier will, upon written authorization from consignor, change the form of payment of COD amounts to accept consignee’s personal check when such form of payment was not originally authorized, subject to additional charges as provided in (a)(1) above. If the request is received after the shipment has been tendered for delivery and refused by the consignee, the shipment will also be assessed the applicable redelivery charge as provided in the carrier’s tariffs, in addition to the charge for changing the acceptable form of payment. The consignor must guarantee payment of the charge for changing the form of payment and the redelivery charge, if any.
- Section 15--The carrier shall not be liable for the collection of the COD amount whenever either of the following two conditions apply:
  - a) When the shipper fails to mark the Bill of Lading, Shipping Order and Packages in compliance with Sections 1 and 2 of this item, OR
  - b) When the carrier inadvertently fails to collect the proper COD amount and the shipper files no claim for it within 30 days of the shipment’s delivery.

Note A--The limit on the amount of cash that will be accepted does not apply when COD shipments are picked up by the consignee, or his agent at carrier’s terminals. The credit period shall begin on the day following presentation of the freight bill. If the bill is presented or paid by mail, the postmark shall be accepted as evidence of the date of presentation of mailing.

## **Item 432**

### **Blind Shipments**

A shipment is considered to be a blind shipment when the consignor wishes to modify information regarding consignor, consignee, or bill to information on the delivery receipt. Such shipments shall be subject to the following:

- a. A Blind Shipment Form must accompany the bill of lading and be faxed or emailed to carrier.
- b. Actual origin city, state, and ZIP code and ultimate destination city, state, and ZIP code will be shown on Carrier’s bill.
- c. Carrier must be satisfied that the requestor has the legal authority to control the shipment.
- d. Only requests prior to pickup will be considered for this service.
- e. If the Blind Shipment Form is not received by the carrier prior to pick up, the request will be handled as a reconsignment subject to the provisions of the Reconsignment Item herein.
- f. Blind shipments subject to a **\$70.00** charge.

#### **Item 434**

##### **Collection of Charges and Extension of Credit**

Charges accruing to the carrier are due and payable at the time an outbound prepaid shipment is tendered to the carrier, or at the time a Collect shipment is tendered by the carrier to the consignee, except where credit has been extended by the carrier to the shipper, consignee or other party responsible for payment of the freight charges. When the party responsible for payment of freight charges has been extended credit by the carrier, the credit period will be 15 days, including Saturdays, Sundays and legal holidays, unless a different credit period has been established by publication in a tariff or contract for a specifically named customer. The credit period shall begin on the invoiced date. If the bill is presented or paid by mail, the postmark shall be accepted as evidence of the date of presentation or mailing.

#### **Item 435**

##### **Collection of Freight Charges from a Third Party**

1. When a party other than the consignor or consignee on the bill of lading and shipping order is responsible for paying the freight charges, the name and address of such third party must be placed on the bill of lading and shipping order by the consignor at the time of shipment.
2. When the consignor requests the carrier to bill a third party, the charges are guaranteed by the consignor if the third party fails to pay such charges within the time allowed under provisions of Item 434 in this tariff. The address of the agent, broker or party from whom the charges are to be collected must be located in Canada, or the United States.
3. When the carrier is instructed, after the shipment has been picked up, to bill the freight charges to a third party and such information is not shown on the bill of lading at the time of shipment, an additional charge of **\$20.00** will be assessed for a new billing in addition to all other applicable charges. The additional charge will be assessed against the party responsible for the freight charges.
4. A change in the collection status will not be permitted after payment has been received.

Note A—Section 7 (the non-recourse clause) of the bill of lading contract may not be executed on shipments subject to provisions of this Item. If the Section 7 portion of the bill of lading is signed, the signature will be invalid.

#### **Item 440**

##### **Credit Card Processing Fee**

A 3% administrative fee will be added to the total of the invoice each time Midwest Motor Express, Inc. is required to process payment using a credit card. This fee is applicable on all service fees and charges.

#### **Item 450**

##### **Customer Related Carrier Services**

If customer requires as a prerequisite to payment, carrier to provide information (i.e. po, bol, shipper numbers, etc.), or additional documentation, on the invoice or transmitted EDI that is not on the bill of lading, a \$45 fee per shipment will apply.

#### **Item 460**

##### **Minimum Payment Amount for Allowance, Discount, and Incentive Checks**

1. Should a participant in an allowance, discount, or incentive program fail to tender or receive a sufficient volume of business to earn a payment from carrier of \$50.00 in a period (month, quarter, or year as defined in the program), no payments will be made. Rebates or incentives shall be calculated only on debtor revenue shipments and shall not include: fuel

surcharge revenue, accessorial revenue, volume or spot rated shipments, minimum charge rated shipments, advance or beyond carrier charges.

2. Each period will stand on its own for payment computation purposes. Revenues or payments will not be accrued from one period to the next in order to meet the minimum payment requirement.
3. Should a participant fail to meet the \$50.00 minimum payment requirement for three (3) consecutive periods, the allowance, rebate, or incentive program shall be rendered inapplicable and cancelled.

#### **Item 470**

#### **Control and Exclusive Use of Trailer or Doubles Trailer (See Note A) (Exception to NMFC Item 595)**

##### **Section 1**

##### **Control of Trailer or Doubles Trailer**

Except as provided in Section 2 of this item, no shipment is entitled to the Exclusive Use of the trailer or doubles trailer in which it is to be transported and the carrier has control of the trailer or doubles trailer with the unrestricted right to:

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

##### **Section 2**

##### **Exclusive Use of Trailer or Doubles Trailer**

When the Exclusive Use of a trailer or doubles trailer is provided by the carrier at the request of consignor or consignee, the following provisions will apply:

4. Charges will apply to each trailer or doubles trailer used to transport the shipment.
5. The request must be given in writing or placed on the Bill of Lading and Shipping order.
6. 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.
7. The trailer or doubles trailer will be devoted exclusively to the transportation of the shipment, without the breaking of locks or seals, except as provided in Paragraph 5.
8. In the event a lock or seal has been removed from a trailer or doubles trailer, the carrier will immediately re-lock or re-seal the trailer or doubles trailer 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 trailer or doubles trailer except at the instruction of the consignor or consignee.
9. Freight charges for shipments moving under provisions of this rule will be computed at the applicable TL charge or TL rate at the TL minimum weight, or actual weight if greater, subject to a minimum charge based on:
  - a) **\$3.50** per mile for a trailer or a set of 2 doubles trailers, subject to a minimum charge of \$600.00.
  - b) **\$2.25** per mile for a doubles trailer, subject to a minimum charge of \$600.00.
10. Charges are to be paid or guaranteed by the party requesting the services and the non-recourse stipulation on the bill of lading may not be executed. (This paragraph is not applicable on shipments moving on government bills of lading.)
11. When the request for exclusive use of trailer or doubles trailer 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 trailer or 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 Paragraph 6 between the point of origin and point of destination.

12. Except as provided in Note B, stop off for partial loading or partial unloading will not be permitted on shipments transported under provisions of this section.

Note A--When used in this item, the term "trailer" means a trailer of not less than 45 feet in length and the term "doubles trailer" means a trailer not more than 29 feet in length designed to be drawn by a single power unit over the highways in tandem with another doubles trailer not more than 29 feet in length.

Note B--On local (single line) traffic via MIDW, stopping in transit under the provisions of Item 900 will be permitted. Carrier will not be responsible for re-applying a seal or lock following a stop for partial loading or unloading but upon a specific request to re-apply a seal or lock following such service, the carrier will make a diligent effort to do so.

#### **Item 480**

##### **Border Crossing Fee**

All shipments crossing the border into/out of Canada subject to a Border Crossing Fee.

**\$25.00 Fee**

Bond and customs fees may apply in addition to the Border Crossing Fee for any shipments delayed or held in a bond warehouse due to paperwork and/or other issues.

#### **Item 485**

##### **AB/BC Carbon Tax**

All shipments going into/out of Canadian Provinces Alberta or British Columbia are subject to an additional **\$7.50 fee per shipment**.

#### **Item 490**

##### **Density - Method of Determining**

1. Where rates are applicable according to the density of articles as tendered for shipment, the word "density" means "pounds per cubic foot". The cubage of loose articles or pieces or packaged articles shall be determined by multiplying the greatest straight-line dimensions (not circumferential) of length, width and height in inches, including all projections, and dividing by 1728 cubic inches (one cubic foot) to determine the number of cubic feet of the article. The density shall be determined by dividing the weight of each article, piece or package by the cube of such article, piece or package.
2. A vertical dimension (or height) of not less than 52 inches (given the article does not exceed 52" inches in height), or 96 inches if article exceeds 52 inches, shall be used in determining the cube of any unit on top of which other freight cannot be loaded because of:
  - a. The nature of the article; or,
  - b. Packaging or lack of packaging, used; or,
  - c. Palletization in "pyramided", "rounded off" or "topped off" manner; or,
  - d. Specific instructions by the shipper on the bill of lading, or by labels on the freight (Do Not Stack label or cone), or by the consignee, to the effect that no other freight is to be loaded on top of the article, including, but not limited to, the following: Do not stack, top load only, do not top load, top freight, etc.
3. The weight per cubic foot relates to the density of each shipping package or piece and not to the shipment as a whole.

## Item 495

### Weight Verification and Inspection Fee

All shipments handled by carrier are subject to inspection at any time. The carrier reserves the right to take necessary action including reweighing product to determine gross weights, inspection of product, computations on density or other such actions to properly establish facts regarding the shipment characteristics needed for proper classification.

When an inspection performed by carrier results in a reclassification or reweigh and the changes result in an additional net freight charge of \$10.00 or more, an **\$18.00** charge per shipment will apply.

The charges shall be the responsibility of the party responsible for paying the freight charges and shall be in addition to all other applicable charges.

When mixed commodities are palletized by the shipper, the increased weight will be charged at the lowest rated commodity in the shipment.

Shipments tendered to carrier with no weight shall be exempt from this provision.

The fee will not apply on shipments rated with Midwest Item 132, Linear Foot Rule.

## Item 500

### Detention

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

**LTL** - Detention charges will begin 30 minutes after the driver or another party associated with the carrier has notified a responsible party for the Shipper or Consignee, whichever is applicable. Detention charges for 1 hour or less beyond the free time shall be **\$40.00**. Every 15 minutes after that will be an additional **\$25.00**.

- Free time shall be calculated as follows:

Less than 2,000 Lbs.	30 Minutes
2,000 Lbs but less than 4,000 Lbs	45 Minutes
4,000 Lbs but less than 6,000 Lbs	60 Minutes
6,000 Lbs but less than 8,000 Lbs	75 Minutes
8,000 Lbs but less than 10,000 Lbs	90 Minutes
10,000 Lbs or more	120 Minutes

**TL** - Any shipment 10,000 pounds or greater, or any shipment classified as exclusive use shall be considered truckload. Detention charges for truckload shipments will begin 2 hours after the driver, or another party for the carrier notify the responsible party for the Shipper or Consignee, whichever is applicable Detention charges will be **\$40.00** when the delay is 1 hour or less beyond the free time. For every 40 minutes after that, it will be an additional **\$25.00**.

**Spotted** - "Spotting" and "Dropping" shall be considered synonymous and will be used interchangeable for the purpose of this item. Spotted trailers will be allowed 12 free hours for loading or unloading. Detention charges shall begin after the free time has expired and will be computed as followed:

- A. For each of the 1<sup>st</sup> and 2<sup>nd</sup> 24-hour periods or fraction thereof: **\$40.00**
- B. For each of the 3<sup>rd</sup> and 4<sup>th</sup> 24-hour periods or fraction thereof: **\$60.00**
- C. For the 5<sup>th</sup> and each succeeding 24-hour period or fraction thereof: **\$80.00**

## **Item 512**

### **Diversion - Motor to Air Transportation**

When instructions are received to divert a shipment at any point from motor to air transportation, the following provisions will apply:

1. The shipment will be charged for on the basis of the combination of the motor transportation rates or charges applicable from the origin point to the point of diversion and the air transportation charges from the point of diversion to the destination point.
2. A charge of **\$27.00** per hour, or fraction thereof, per person, subject to a minimum charge of **\$47.00** per shipment will be assessed for all time and persons required in unloading and reloading the line haul vehicle to accomplish the diversion.
3. A charge of **\$6.50** per cwt subject to a minimum charge of **\$47.00** per shipment, will be assessed for delivery service to the air transportation terminal.
4. Instructions for diverting a shipment from motor to air transportation must be in writing and must specify the party responsible for all charges.

## **Item 520**

### **Special Use of Equipment**

Shipments requiring use of special vehicle, or straight truck services shall be subject to a **\$65.00** charge per shipment.

A carrier's obligation to accept articles for shipment shall be subject to the availability and suitability of the carrier's equipment and to requirements of ordinances or laws limiting or regulating the transportation of the property or use of the equipment.

## **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 U.S. Department of Transportation and the U.S. Nuclear Regulatory Commission, subject to the following provisions:

- a) Shipments of hazardous wastes; hazardous substances for disposal or radioactive materials will not be accepted for transportation.
- b) Any notation on the bill of lading which in any way limits or denies carrier access to the vehicle in which the shipment is loaded, shall be deemed by the carrier to require "Exclusive Use of Vehicle" service in accordance with provisions of Item 470.
- c) **Charge:** Shipments of Hazardous Materials will be subject to a handling charge of **\$28.00** per shipment, which charge shall be in addition to all other applicable charges.

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 560**

### **Extra Labor - Loading or Unloading**

When requested by the consignor or consignee, extra labor, if available, may be furnished by the carrier for loading or unloading. At each location where extra labor is provided, the charge will be as follows for each extra person other than the driver:

1. Charge per person will be **\$80.00** per hour, with a minimum charge of **\$80.00**. Time shall be computed from the time the extra labor arrives at the place of pickup or delivery until the time when the loading or unloading is complete. Carrier's records must reflect the following information for each vehicle containing shipments on which extra labor is used:
  - a. Name and address of consignor or consignee at whose place of business freight is

- loaded or unloaded.
- b. Identification of vehicle tendered for loading or unloading.
- c. Number of extra men used and applicable time used per Paragraph 2 above.

The charges outlined in this item will be assessed against the shipper for extra labor or loading and against the consignee for extra labor for unloading or against a party other than the consignor or consignee when such party has authorized in writing its responsibility for the extra labor charges. The charges must be paid or guaranteed to the satisfaction of the carrier before the service is performed.

#### **Item 564**

##### **Failure to Make Timely Payment of Charges**

1. Carrier must receive full payment of freight charges within 42 days from the original invoice due date to avoid payer being charged an assessment of liquidated damages in an amount equal to 150% of the unpaid receivable.
2. The filing of a cargo or other claim against carrier will not relieve a payer from the responsibility for payment of freight charges.
3. The failure to enforce the terms and conditions of this tariff on one or more occasions shall not be deemed a waiver of their applicability or enforceability in future transportation transactions between the payer and Midwest Motor Express, Inc.

Provisions of this rule do not change in any way the carrier's obligation to collect or the freight charge payer's obligation to pay applicable charges within the contractual or legislated terms allowed in compliance with D.O.T. 49 CFR Part 377 and the credit period stated in ITEM 434.

#### **Item 565**

##### **Fractions, Disposition of**

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

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

#### **Item 566**

##### **Inside Pickup or Delivery**

##### **(Handling Freight at Positions Not Immediately Adjacent to the Vehicle)**

1. When requested by the consignor or consignee, and the carrier's operating conditions permit, the carrier may move shipments or portions of shipments from or to position beyond the immediately adjacent truck loading or unloading positions as defined in Item 750.
2. Service under this item will be provided to floors above or below the level accessible to the carrier's vehicle only when elevator service is available.
3. Service provided under this item will be assessed the following charges per shipment or per vehicle if more than one vehicle is involved in the transport of the shipment.
4. When charges are COLLECT or PREPAID:
  - \$75.00 Minimum Charge**
  - \$6.00 per cwt**
  - \$500.00 Maximum Charge**
5. The charges 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 the service

#### **Item 570**

##### **Impracticable Operations**

Pick-up or delivery service will not be performed by the carrier at any site from or to where it

is impracticable to operate vehicles because of:

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

### **Item 578**

#### **Loading by Consignor - Unloading by Consignee**

1. When rates or charges are specifically restricted to apply only when the shipper and/or consignee loads and/or unloads any portion of a shipment, the bill of lading must be noted at the time of shipment that the consignor loaded and/or that the consignee is to unload the entire shipment. If the notation is inadvertently omitted, the consignor or consignee must furnish the carrier with satisfactory proof within 60 days from the date of delivery that the loading and/or unloading as described in this item was performed by the consignor and/or consignee in order for the rate or charge to apply.
2. The complete loading and unloading of the entire shipment, including counting the freight and installing or removing any materials necessary to make the shipment secure for transportation, must be performed by, or at the expense of, the consignor or consignee, or parties tendering or receiving stop-off portions, without any assistance from the carrier.
3. If, for any reason, the consignor, consignee or any party tendering or receiving any part of the shipment fails to meet the provisions of this item pertaining to them, the rate or charge will not apply and the rate or charge otherwise published will be assessed.

### **Item 580**

#### **Marking or Tagging Freight**

A charge of **\$0.50** per piece, subject to a Minimum Charge per shipment of **\$15.00**, will be assessed when the carrier is required, in accordance with provisions of Item 580 in the NMFC, or for any other reason, to mark or tag, or to alter marking or tagging of, any package or piece of freight. This includes the re-labeling of freight. All charges accruing under provisions of this item must be paid or guaranteed to the satisfaction of the carrier before such service is performed.

### **Item 590**

#### **Exempt Commodities**

1. Commodities listed in the NMF100 as "exempt" will be rated based on density according to the following:

<b>Density</b>	<b>Class</b>	<b>Density</b>	<b>Class</b>
Less than 1	400	12 but less than 15	85
1 but less than 2	300	15 but less than 22.5	70
2 but less than 4	250	22.5 but less than 30	65
4 but less than 6	175	30 but less than 35	60
6 but less than 8	125	35 but less than 50	55
8 but less than 10	100	50 or greater	50
10 but less than 12	92.5		

2. When the National Motor Freight Classification publishes a "0" rating for a commodity, the applicable rating shall be class 500.

3. When the National Motor Freight Classification publishes a “not taken” provision and the shipment is inadvertently picked up and handled by Midwest, the shipment shall be rated at class 500.

## Item 592

### Protect From Freezing

1. Carrier does not provide standard service options on freezable freight. Carrier offers a limited protective service against freezing that depends on the availability of sufficient and proper equipment and the day of the week on which the shipment will move. Carrier will not handle or pick up “temperature control” freight.
2. Freight needing this service/protection, will move under carrier convenience terms and these services are only used within carrier’s direct pickup and delivery points.
3. Shipper must contact the local service center to establish in advance whether the service is available. Carrier will use cargo heaters, blankets, and other equipment as may be available at the local service centers. For this service, Carrier shall charge **\$1.25** per cwt, subject to a minimum charge of **\$32.00** per shipment
4. Shipper must clearly state specifically on the bill of lading: ‘PROTECT FROM FREEZING’ when such requirement is not shown on the bill of lading by the shipper, carrier will not be liable for loss or damage resulting from failure to furnish such protection. Charges will be applicable from the months of September through April.
5. Freezable freight will not be picked up or moved when:
  - a. The temperature is below 0 degrees Fahrenheit or if the weather is uncertain (winter storms, blizzards, high winds,etc)
  - b. To/from agent or interline points.
  - c. On Thursdays unless it can be delivered next day, no exceptions.
  - d. On Fridays or immediately preceding a holiday unless it can be delivered the same week.

## Item 594

### Maximum Carrier Liability

Articles with an invoice value exceeding the limitations shown below in Column B, relative to the corresponding NMF100 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 NMF100 series. The maximum value allowed will be that which is shown in Column B opposite the Class indicated in Column A, as follows:

<u>Column A</u>	<u>Column B</u>	<u>Column A</u>	<u>Column B</u>
Actual	Maximum Value	Actual	Maximum Value
NMFC Class	per Pound	NMFC Class	per Pound
50	\$2.00	110	10.00
55	2.00	125	10.00
60	2.35	150	10.00
65	3.92	175	10.00
70	5.92	200	10.00
77.5	7.90	250	10.00
85	10.00	300	10.00
92.5	10.00	400	10.00
100	10.00	500	10.00

Maximum Limitation of Carriers Liability:

1. Carrier's liability for cargo loss or damage on "USED" commodities will be limited to a maximum liability of not exceeding \$0.50 per injured pound per package, but not to exceed \$100,000 per shipment. These provisions will apply on ALL used commodities.
2. For the purpose of these provisions, commodities, which have been rebuilt, reconditioned, remanufactured or refurbished, will be considered as "USED".
3. If the consignor declines or fails to declare the value or agree to a released value not exceeding \$0.50 per injured pound per package on used goods, the shipment will not be accepted. If shipment is inadvertently accepted, it will be considered to be released to a value not exceeding \$0.50 per injured pound per package.
4. Failure of the consignor to declare the commodity as "used" will not alter the application of this item.
5. Release value as stated on shipper's tariff will override release value as stated on consignee's tariff or MIDW100 rules regardless of freight terms on bill of lading.
6. Shipments inbound collect from another carrier subject to maximum liability as stated in this item.
7. Carrier's liability for an hourly labor rate for repairs will be subject to a maximum of \$75.00/hr.
8. The maximum liability on freight entering Canada from the United States will be subject to a maximum liability of \$2.00 per injured lb. Subject to a maximum of \$50,000 per shipment.
9. Liability for loss, damage or destruction of property being returned to the original shipper, which was not initially transported by MME, from the original shipper, will be limited to lost freight only and will be limited to \$0.50 per injured pound, not to exceed \$50,000.00 per shipment. These provisions will apply on all returned commodities.
10. Liability for loss, damage or destruction of property being returned to the original shipper, which was initially transported by MME, from the original shipper and delivered without exception, when MME is not given the opportunity to inspect prior to return, will be limited to \$0.50 per injured pound, not to exceed \$50,000.00 per shipment.

**Additional Restricted Articles with limited liability:**

1. Carrier's liability on any taxidermy shipments subject to a maximum of \$500 per shipment.
2. Aircraft parts - needs released values declared at time of pick up.
  - a. \$2.00/lb if going to Canada
  - b. \$5.00/lb if within US
  - c. \$.50/lb if used.

**Items listed below subject to \$1.00 rvnx. Subject to packaging.**

- |                           |                                       |
|---------------------------|---------------------------------------|
| 1. Countertops            | 10. Cabinets                          |
| 2. Garage doors           | 11. Augers                            |
| 3. Windows                | 12. Showers/bathtubs/surrounds/saunas |
| 4. Wood stove/fireplaces  | 13. Perishable food products.         |
| 5. Flag poles/Power poles | 14. Signs                             |
| 6. Furniture              | 15. Glass products                    |
| 7. Copiers                | 16. Kayaks                            |
| 8. Carpet/linoleum        | 17. Vending machines                  |
| 9. Sheet metal            | 18. Rock or stone products            |

See item 594-1 for excess valuation charge. This item also applies when tendered from an interline or agent when picked up in MIDW service market area.

## **Item 594-1**

### **Released Value- Full Value Liability Coverage**

If the bill of lading states a declared value and is found in excess of limits as stated in Item 594, then the shipment will be charged as per below stipulations:

1. The shipper must request this coverage in writing on the bill of lading at the time of the shipment provide the value of the goods to be insured.

\*To activate coverage on shipments tendered under a Midwest Motor Express bill of lading, the shipper must note the Full Value Liability Coverage on the bill of lading and clearly indicate the value to insure. Full Value Liability Coverage will not be provided unless both the value of the goods to be insured is provided and Full Value Liability Coverage is noted on the Bill of Lading.

2. The Liability Coverage will cover 110% of the invoice value of the goods, subject to a maximum of \$250,000 per shipment.

3. Bill of Lading must be noted as follows:

“Full Liability Coverage Requested – Value to Insure: \$\_\_\_\_\_”

\*Example:

To request Full Value Liability Coverage, on a shipment with an invoice value of \$35,000.00, the shipper must show the following on the bill of lading:

“Full Value Liability Coverage Requested-Value to Insure \$35,000.00.”

4. Midwest Motor Express will assess a charge of \$.65 per \$100 of 110% of the value (as stated on the bill of lading), subject to a minimum charge of \$50.00 per shipment. Charges are to be paid by the party responsible for the payment of the otherwise applicable freight charges.

Example:

Invoice Value declared on freight bill \$35,000

Amount of coverage= \$35,000 plus 10% = \$38,500.00

Charge at \$.65 per \$100: \$38,500.00 = 385 (\$100 units);

385 multiplied by \$.65 = \$250.25 Full Liability Coverage Fee

5. Liability Coverage will exclude rust, oxidation, and discoloration. This is first dollar coverage and doesn't exempt loss and/or damage caused by Force Majeure conditions, of acts of God, war and war like conditions, blockade, riots, governmental restrictions, wrecks, fire or flood. Coverage applies on new or rebuilt goods only.

6. Goods Excluded: Household goods and personal effects, antiques, fine artwork (paintings, drawings, statues, rare books), fine jewelry, precious stones, metals and bullion, money or currency, account bills, deeds, notes, securities, stock certificates, trading stamps, valuable papers or documents, evidence of debt, letters of credit, tickets, passports, manuscripts, mechanical drawings, recorded or electronic data and media, contraband or property in the course of illegal transportation of trade, fur and fur garments, cadaver and bodily fluid, pianos, perishable and live animals.

7. Perils Excluded: Nuclear exclusion, delay, loss of market, loss of use, interruption of business, or any consequential loss, mechanical breakdown, inherent vice or defect, wear and tear, insects, vermin or gradual deterioration, neglect of the assured to use all reasonable means to save and preserve the property at the time of or after any loss of damage.



8. Nuclear exclusion: Midwest Motor Express shall not be liable for loss, damage, or expense arising directly or indirectly from any nuclear incident, reaction, radiation, or any radioactive contamination, all whether controlled or uncontrolled, occurring while said property is within the US or arising from a source therein, and whether the loss, damage or expense be proximately or remotely caused thereby, or be in whole part caused by, contributed to, or aggravated by the peril(s) insured against in this policy; however, direct loss by fire resulting from nuclear incident, nuclear reaction, or nuclear radiation or radioactive contamination is insured against by this policy.

9. Liability coverage on electronics will be limited to visible physical damage caused by shipping and will exclude hidden electrical and electronic failure.

### **Item 595**

#### **Liability on Volume and/or Spot Price Quotes**

Carrier's liability for loss, damage, or destruction to any shipment or part thereof in connection with volume and/or spot price quotes quoted from MME and/or items subsequently published includes, but is not limited to vans, truckload, pups, head loads, or flat quotes will be governed by the terms of the volume and/or spot price quote, but in no event shall Carrier's liability be greater than the actual invoice value of the damaged or lost commodities or articles. In cases where Carrier's liability is established by the terms of the volume price quote, Carrier's liability will be limited to:

Actual invoice value of the commodities or articles lost or damaged; OR

1. Limited liability provisions of the Bill of Lading; OR
2. Applicable limited liability provisions of the NMFC subject to a maximum liability of \$2.00 per pound per package. In no case shall Carrier's liability exceed \$10,000.00 per shipment. This excludes items other than new as outlined in Item 594 under Maximum Limitation of Carriers Liability.
3. MIDW will provide Spot Quotes when requested by customers prior to picking up the actual shipment. When Spot Quotes are given, the charges and rules applicable to the Spot Quote shall apply to the shipment in lieu of charges otherwise published for the customer.
4. For EXCESS LIABILITY COVERAGE, volume and/or spot rates will NOT apply and it will be rated at actual class rate with applicable excess liability charges. See Item 594 for details on new, Item 594 -Maximum Limitation of Carriers Liability for remaining provisions.

Unless item is published, quotes must be obtained prior to tendering the freight to MME. Shipments moving under volume and/or spot quotes must have the quote number written on the Bill of Lading. A volume and/or spot quote does not constitute "exclusive use" of MME equipment. All volume and/or spot shipments will be loaded by shipper and unloaded by consignee unless specifically negotiated herein. Should carrier be requested to perform loading or unloading services at origin or destination, applicable labor and detention charges will apply, unless specifically negotiated. Customer is liable for any fines received, as well as excess labor used in reloading to correct axle or gross vehicle weight overloads. Shipments exceeding the quoted weight and linear feet limitation as specified by the quote issued will be subject to excess charges. Excess charges will be in addition to the quoted rate, and applied only to the excess portion of the shipment that exceed the weight and feet limitations. Excess charges will be assessed at a rate of 150% of the volume quote rate per hundred weight, or 150% of the volume quote rate per foot, whichever is greater.

**Item 596****Maximum Charge - Alternation of LTL or AQ Rates**

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

**Item 597****Maximum Weights - TL OR VOL**

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

**Item 610****Minimum Charge - Household Goods or Personal Effects**

The minimum charge for a LTL shipment of Household Goods or Personal Effects, as described in NMFC Item 100240, will not be less than the minimum charge published between the origin and destination in which the traffic is moving. RVNX to be \$0.10 per pound rated at class 150.

**Item 612****Minimum Charge for Low Density Freight**

1. Shipments with an average density of less than 4 lbs. per cubic foot and that require more than 750 cubic feet of trailer space will be subject to a minimum charge based on the applicable Class 100 rate at a calculated weight determined by multiplying the number of cubic feet of trailer space the shipment requires by 6 pounds per cubic foot, less the applicable percentage discount. If the shipment is subject to commodity rates, a Freight All Kinds or exception rating, or reduced class rates with no percentage discount, the minimum charge will be determined by applying the applicable Class 100 rate to the calculated weight less a 55% discount. If the shipment is subject to full class rates with no published discount, the minimum charge will be determined by applying the applicable Class 100 rate to the calculated weight less a 45% discount. The Minimum Charge as determined above is subject to a maximum charge based on \$2.25 per mile per pup trailer used, subject to a minimum of 300 miles.
2. The average density and total cubic feet the shipments require will be determined by the total cubic feet of each unit in the shipment in accordance with provisions of Section 8 of Item 110 in NMF 100 series and Item 490 in this tariff except, a vertical dimension of 96 inches shall be used to determine the cube of any unit on top of which other freight cannot be loaded because of:
  - a) The nature of the article, or;
  - b) Packaging, or lack of packaging, used, or;
  - c) Palletization in a "pyramided", "rounded off" or "topped off" manner, or;
  - d) Specific instructions by the shipper on the bill of lading or on the freight, to the effect that no other freight is to be loaded on top of the article.
3. Also, when a shipper prohibits the carrier from utilizing any part of a trailer by means of installing partitions, blocking, bracing or any other means, the measurements used in determining the cubic requirements of the shipment will be:
  - a) Height: 96 inches
  - b) Width: 96 inches
  - c) Length: The linear distance from the inside front of the trailer to that portion of the partition, blocking, bracing, etc., nearest the rear of the trailer.
4. The cubic feet required may be specified by the shipper on the bill of lading or will be determined

by the carrier. When this item has application, the carrier's freight bill will indicate the actual weight, the cubic feet required and the calculated weight used in determining the minimum charge.

5. The minimum charge in this item is not applicable on shipments subject to:
  - a) Capacity load or exclusive use of vehicle provisions, or;
  - b) TL or Volume rates or charges, or;
  - c) Rates stated to apply per unit, per mile or per trailer, or;
  - d) Rates that are based on the number of linear feet, or other units, occupied by the shipment; and the minimum charge provided in this item may not exceed charges as provided in (a), (b), (c), (d) of this part.
6. Shipments rated in accordance with provisions of this item will not be subject to any otherwise applicable discount.

**Item 640**

**Mixed shipments - LTL (Exception to NMFC Item 640 Section 3)**

1. Unless otherwise provided, shipments that consist of articles subject to more than one commodity description of articles, where one or more articles are not accurately identified on the bill of lading, will be rated at the applicable class shown below based on the density of the total shipment.

Where articles are unitized with a pallet, platform, rack, or skid; the pallet, platform, rack, or skid constitutes the shipping package or a part thereof and shall be included in the computation of density.

Notwithstanding the applied class, any article that is subject to the released value provisions of the NMFC in effect at time of shipment shall be considered released at the lowest released value stated herein.

Density	Class	Density	Class
Less than 1	400	12 but less than 15	85
1 but less than 2	300	15 but less than 22.5	70
2 but less than 4	250	22.5 but less than 30	65
4 but less than 6	175	30 but less than 35	60
6 but less than 8	125	35 but less than 50	55
8 but less than 10	100	50 or greater	50
10 but less than 12	92.5		

**Item 645**

**Mixed Shipments - Volume or Truckload (See Note A)  
(Exception to NMFC Item 645)**

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

article in the mixed Vol or TL shipment.

- Section 2: Subject to the provisions of Sec. 1, when the aggregate charge on the entire shipment is made lower by considering the articles as if they were divided into two or more separate Vol or TL shipments, the shipment will be charged for accordingly.
- Section 3: Subject to the provisions of Sec. 1, when the aggregate charge on the entire shipment is less on the basis of the Vol or TL rate and Vol or TL minimum weight (or actual or authorized estimated weight if in excess of the Vol or TL minimum weight) for one or more of the articles, and on the basis of the LTL rate (See Note C) or rates on the actual or authorized estimated weight for the other article or articles, the shipment will be charged for accordingly. On articles included in Vol or TL shipments on which LTL rates are applied, Vol or TL package requirements will apply; and if so packed or prepared for shipment, will not be subject to increased charges provided in Section 3(a) of NMFC Item 687 (See Note D).
- Section 4: Shipments subject to Vol or TL rates or ratings, applying on “Specific Mixtures”, “All Freight”, “Freight All Kinds”, “All Commodity” or similarly designated
- Rates or ratings will be charged for on the basis of the Vol or TL rate and its accompanying minimum weight or actual weight when greater. If an article or articles not provided for in the mixture is included in a shipment, such article or articles will be charged for as a separate LTL or Vol or TL shipment, whichever produces the lowest charge (See Note C). The weight of such articles not included in the mixture may not be used to make up the truckload minimum weight. On articles included in Vol or TL shipments on which LTL rates are applied, Vol or TL package requirements will apply, and if so packed or prepared for shipment, will not be subject to increase charges provided in Sec. 3(a) of NMFC Item 687.
- Section 5: If a lower charge results under the application of Sections 1, 2, or 3, than under the provisions for a specific Vol or TL mixture, such lower charge will apply.
- Section 6: Where different Vol or TL rates and minimum weight are provided on the same article included in a mixed Vol or mixed TL shipment, the lowest charges that can be computed by the use of any such rate and its accompanying minimum weight for that article shall be used in the determination of the charges for the entire shipment.
- Section 7: On mixed Vol or TL shipments of commodities subject to “Excess” rates or ratings (See Note B) each commodity shall be considered separately and “Excess” rates or ratings (See Note B), will apply only when the basis minimum weight is met on each commodity. (Two or more commodities subject to the same rates or ratings and minimum weights are to be treated as one commodity in applying the excess class rate or rating).

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

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

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

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

## **Item 647**

### **Notification Prior to Delivery**

1. When the carrier is required to give notice of arrival prior to delivery of an LTL shipment weighing 15,000 lbs. or less to deliver the freight bill to the consignee prior to delivery of a

shipment, the following charges will apply:

- a. When Request for Notification is on the Bill of Lading - The charge for giving notice of arrival prior to delivery will be (See Note A) **\$15.00**.
  - b. When Request for Notification is not on the Bill of Lading - A charge of **\$15.00** will be assessed against the consignee when the consignee requires notification prior to delivery and the request is not noted on the bill of lading at the time of pickup. (See Note A)
  - c. Request for Pre-lodging of the freight bill - When the consignee requires the carrier to deliver the freight bill prior to delivery of the shipment (pre-lodging) a charge of \$15.00 will be assessed against the consignee for each delivery of freight bills.
  - d. Appointment Delivery - When the carrier gives notification prior to delivery and an appointment is made for delivery of a single shipment more than 24 hours after the time of notification, the shipment may be subject to additional charges for storage as provided in Item 910 in this tariff.
2. When a shipment is consigned to a carrier's terminal with instructions to hold the shipment at the terminal for pickup by, or instructions from, the consignee or other party, and such instructions do not include a request for notice of arrival and telephone number or address for purposes of giving such notice, the carrier will, if possible, notify the consignee or other designated party that the shipment has arrived, subject to the charge specified in PART 1(b) above. If the carrier is unable, due to no fault of the carrier, to give such notice of arrival, storage charges, in accordance with provisions of Item 910 in this tariff, will begin accruing at 8:00 am on the first business day following arrival of the shipment at the carrier's destination terminal.

Note A--The provisions of PARTS 1 (a) and 1 (b) of this item are not applicable on Order Notify shipments or on shipments consigned to a catalog or retail distribution center.

### **Item 670**

#### **Transportation of Articles of Extreme or Excessive Length**

- Shipments containing one or more articles that equal or exceed 8 feet but less than 12 feet in length will be subject to a charge of **\$75.00** in addition to all other applicable charges.
- Shipments containing one or more articles that equal or exceed 12 feet but less than 16 feet in length will be subject to a charge of **\$125.00** in addition to all other applicable charges.
- Shipments containing one or more articles that equal or exceed 16 feet but less than 20 feet in length will be subject to a charge of **\$175.00** in addition to all other applicable charges.
- Shipments containing one or more articles that equal or exceed 20 feet in length will be subject to a charge of **\$300.00** in addition to all other applicable charges.

### **Item 680**

#### **Packing or Packaging**

##### **(Exception to NMFC Item 680 Note 2 Section b)**

Unless otherwise provided, commodities unitized or secured on lift truck skids, pallets or platforms shall be deemed to be in compliance when occupying not less than 50 percent of the full surface area (deck) of the lift truck skid, pallet or platform.

### **Item 687**

#### **Packing or Packaging - Non-Compliance With**

##### **(Exception to NMFC Item 687)**

Except as otherwise provided in Items 423 or 689, this rule applies on articles which do not comply with the packing requirements applicable to the respective articles under the terms of this Classification and ONLY when the failure to comply is discovered after the articles have been accepted for

transportation. This rule authorizes the repetitive tender or acceptance of shipments which do not comply with authorized forms of packaging.

#### **Item 712**

##### **Pallets or Containers (Shipments Transported in or on Shipping Carriers)**

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

Except as otherwise specifically provided, when shipments are tendered to carrier and transported in or on shipping carriers, containers, pallets, platforms, racks, reels or skids, such carriers, containers, pallets, platforms, racks, reels or skids constitute an integral part of the shipment and are to be delivered to and receipted for by the consignee(s) named on the Bill of Lading covering the loaded movement. Any request of provisions noted on the Bill of Lading or Shipping Order at the time of movement requesting the return of these shipping devices, forms or packages, shall be deemed to be for informational purposes only, and it will be not binding upon the carrier to accomplish or comply with such request or provisions to complete the contract of carriage of the shipment.

#### **Item 720**

##### **Payment of Charges**

1. A shipment will not be handled on the basis of the line haul transportation charges being partially prepaid or partially collect.
2. When payment of freight charges is paid in foreign currency, the exchange value of such currency must not be less than the charges valued in U.S. currency.

#### **Item 740**

##### **Permits-Special and Flagman Services**

1. Any shipment, which, due to size, shape or weight, or because of instructions or information given by the shipper or party requesting movement of the shipment, requires special permits from Departments of States, Cities or Municipalities in which the shipment is being transported, will be subject to a Service Charge of **\$53.00** per vehicle per State, City or Municipality in which a permit is required, plus the purchase cost of such permits and all other charges incurred which would not normally be required on shipments not requiring permits, will be assessed against the shipper or party requesting movement of the shipment, in addition to the normally applicable freight charges.
2. Any shipment, which requires a flagman or flagmen to accompany the vehicle, will be subject to the following charges, which will be assessed against the shipper or party requesting movement of the freight:
  - a. **\$27.00** per hour for each flagman accompanying the vehicle in or on which the shipment is being transported. The time will be computed from the time each flagman reports for duty at the point and time designated by the shipper or party requesting movement of the shipment until released, not to exceed 16 hours in any one day.
  - b. **\$32.00** per hour for each flagman used as escort in a vehicle other than the vehicle in or on which the shipment is being transported. The time will be computed from the time the vehicle with flagman leaves the carrier's terminal nearest the point of origin until its return to such terminal, but not to exceed 15 hours in any one day.

#### **Item 750**

##### **Pick-Up or Delivery Service (See Note A)**

1. Except as otherwise provided, rates and charges in publications 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 at commercial locations during business hours at on site, subject to provisions of this item. When referred to in this item, “loading” includes the counting and stowing of the freight in or on the carrier’s vehicle and “unloading” includes the counting and removal of the freight from the position in which it is transported in or on the carrier’s vehicle.

2. Placement of Vehicle: The carrier will furnish and place a vehicle at the loading site designated by the consignor for picking up a shipment and will deliver the shipment to the place specified on the bill of lading and place the vehicle for unloading at a site designated by the consignee.
3. Loading and Unloading by the Carrier:
  - a. The carrier will furnish only one employee per vehicle for loading or unloading except when the consignor or consignee requests the carrier to furnish extra labor for loading or unloading. When the consignor or consignee provides a dock, platform or ramp directly accessible to the carrier’s vehicle, the carrier’s employee will perform the loading and unloading when the bulk and weight of the freight is such that one person can safely and practically load or unload it.
  - b. Freight tendered for loading must be so situated by the consignor as to be directly accessible to the vehicle or to be immediately adjacent to a parking space suitable for the carrier to park the vehicle for loading. The shipment will be unloaded at the delivery site immediately adjacent to the parked delivery vehicle. Freight or space shall be deemed to be immediately adjacent to the vehicle if separated there from only be a intervening public sidewalk or, if a suitable parking space for the carrier’s vehicle is occupied or otherwise unusable, the nearest available parking space may be used.
4. Restrictions on Loading or Unloading by the Carrier:
  - a. Loading or unloading service does not include assembling, packing, unpacking, dismantling, inspecting, sorting or segregating or the opening of packages or unitized shipments including shrink- wrapped or banded freight on pallets or skids.
  - b. Loading or unloading service does not include furnishing or use by the carrier’s employee of any special loading or unloading equipment. When such equipment is used or necessary, the consignor or consignee must furnish it and the labor to use it, except the carrier’s employee may use hand trucks or non-riding four wheeled carts or pallet jacks if furnished by the consignor or consignee.
5. Loading by the Consignor or Unloading by the Consignee: The consignor or consignee may elect to waive the loading or unloading of the 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. However, when the consignor or consignee does not provide a dock, platform or ramp directly accessible to the carrier’s vehicle, or when freight in a single container or piece, or secured to pallets, platforms or lift truck skids, or in any other authorized form of shipment would, because of its weight or bulk, be impracticable or unsafe for one person to load or unload, the consignor or consignee must perform the loading or unloading. In such instances, the carrier’s employee will, upon request, assist in the loading or unloading.
6. Waiver of Delivery Receipt: When consignor or owner has made written arrangements with the carrier, freight consigned to a site where no representative of the consignee is present to sign the delivery receipt will be delivered by the carrier and left unattended at the place designated. The carrier will unload the shipment unless other provisions require the consignee to perform the unloading.
7. Allowances for Loading or Unloading: When freight is packaged in conformity with packaging requirements of the governing classification and, in addition, is loaded on pallets, platforms or lift truck skids, the carrier may publish allowances to replace pallet exchanges, allowances for loading or allowances for unloading in lieu of the driver being required to assist in loading or unloading.

8. **Obligation to Accept the Shipment:** The consignee is obligated to accept fully all freight that is timely tendered for delivery by the carrier. Acceptance by the consignee of only part of the freight tendered will not be permitted for any reason.
9. **Storage charge incurred at pick-up locations:** Carrier will not be responsible for storage charges incurred at pick-up location due to freight not picked up by last free day.

Note A--The carrier may provide extra labor for loading or unloading subject to provisions of Item 560 in this tariff or may move shipments to or from positions immediately adjacent to the vehicle subject to provisions of Item 566 in this tariff.



## Item 751

### No Service Points and Arbitrary Charges

The following points are listed as no service points. Midwest Motor Express reserves the right to refuse freight and/or additional fees may apply:

Angle Inlet	MN	56711	Loring	MT	59537	Whitewater	MT	59544
Oak Island	MN	56741	McLeod	MT	59052	White Sulphur Spring	MT	59645
Waskish	MN	56685	Melville	MT	59055	Whitlash	MT	59545
Alzada	MT	59311	Mildred	MT	59341	Windham	MT	59479
Angela	MT	59312	Mill Iron	MT	59324	Winifred	MT	59489
Apgar	MT	59936	Monarch	MT	59463	Yellowtail	MT	59035
Bear Creek	MT	59007	Mosby	MT	59058	Zortman	MT	59546
Biddle	MT	59314	Neihart	MT	59465	Mandaree	ND	58757
Birney	MT	59012	Olive	MT	59343	Austin	NV	89310
Bloomfield	MT	59315	Opheim	MT	59250	Cold Springs	NV	89406
Brusett	MT	59318	Otter	MT	59062	Dixie Valley	NV	89406
Capitol	MT	59319	Ovando	MT	59854	East Gate	NV	89406
Coffee Creek	MT	59424	Polebridge	MT	59928	Empire	NV	89405
Cohagen	MT	59322	Powderville	MT	59345	Kinston	NV	89310
Cooke City	MT	59020	Pryor	MT	59066	Middlegate	NV	89406
Denton	MT	59430	Rapelje	MT	59067	Nixon	NV	89424
Ekalaka	MT	59324	Raymond	MT	59256	Sutcliffe	NV	89510
Essex	MT	59916	Raynesford	MT	59469	Antelope	OR	97001
Floweree	MT	59440	Richland	MT	59260	Christmas Valley	OR	97641
Forestgrove	MT	59441	Roy	MT	59471	Fields	OR	97710
Fort Smith	MT	59035	Sand Springs	MT	59077	Jordan Valley	OR	97910
Galata	MT	59444	Saint Marie	MT	59230	Kimberly	OR	97848
Geraldine	MT	59446	Saint Marie	MT	59231	Mitchell	OR	97750
Geyser	MT	59447	Saint Xavier	MT	59075	Tiller	OR	97484
Glentana	MT	59240	Shonkin	MT	59450	Westfall	OR	97920
Hammond	MT	59332	Silver Gate	MT	59081	Garrison	UT	84728
Hays	MT	59527	Sonnette	MT	59317	Grantsville	UT	84029
Hilger	MT	59451	Square Butte	MT	59446	Ibapah	UT	84034
Hogeland	MT	59529	Stanford	MT	59479	Val Verda	UT	84010
Jordan	MT	59337	Stockett	MT	59480	Anderson Island	WA	98303
Lake McDonald	MT	59921	Turner	MT	59542	Blakely Island	WA	98222
Landusky	MT	59524	Vandalia	MT	59273	Lopez Island	WA	98261
Larslan	MT	59244	Volborg	MT	59351	Shaw Island	WA	98286
Ledger	MT	59456	Washoe	MT	59007	Moose	WY	83012
Lloyd	MT	59535	West Glacier	MT	59921	Moran	WY	83013
						Recluse	WY	82725

**Item 751-A**

**Pickup or Delivery Service (At Martha’s Vineyard or Nantucket, MA) and New York**

Except as otherwise provided, shipments picked up at or delivered to points in Martha’s Vineyard or Nantucket, MA subject to the 5 Digit ZIP Codes listed below will be subject to the additional pickup or delivery charges listed below, in addition to all other charges otherwise applicable to or from ZIP Code Prefix 025.

MARTHA'S VINEYARD, MA	(See NOTE A)	CLASSES (See NOTE B)											
		150	125	110	100	92.5	85	77.5	70	65	60	55	50
ZIP CODES:	WEIGHT GROUPS	RATES IN CENTS PER CWT											
02535													
02539	L5C	101.49	121.79	89.31	81.19	70.13	59.04	53.26	47.50	45.15	42.73	39.59	36.53
02552	M5C	121.79	101.49	89.31	81.19	70.13	59.04	53.26	47.50	45.15	42.73	39.59	36.53
02557	M1M	106.82	89.01	78.33	71.21	58.12	48.41	43.92	39.18	37.71	36.25	34.15	32.01
02568	M2M	72.70	60.58	53.31	48.47	47.00	45.54	40.05	34.75	33.22	31.30	28.03	24.64
02573	M5M	47.25	39.38	34.65	31.50	28.84	26.14	23.96	21.72	20.58	19.51	18.66	17.83
02575	M10M	.....	.....	.....	.....	.....	16.14	15.77	15.32	14.48	13.66	13.12	12.54
Minimum Charge Per Shipment	M20M	.....	.....	.....	.....	.....	.....	.....	9.96	9.86	9.79	9.61	9.20
\$78.38	M30M	.....	.....	.....	.....	.....	.....	.....	.....	.....	9.12	8.64	7.45
	M40M	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	5.70

MARTHA'S VINEYARD, MA	(See NOTE A)	CLASSES (See NOTE B)											
		150	125	110	100	92.5	85	77.5	70	65	60	55	50
ZIP CODES:	WEIGHT GROUPS	RATES IN CENTS PER CWT											
2554													
2564	L5C	134.92	112.44	98.94	89.95	77.07	64.18	58.43	52.61	50.43	48.23	45.07	41.89
2584	M5C	134.92	112.44	98.94	89.95	77.07	64.18	58.43	52.61	50.43	48.23	45.07	41.89
	M1M	113.12	94.27	82.95	75.41	64.44	53.54	48.68	43.89	42.61	41.29	39.14	37.05
	M2M	84.67	70.56	62.09	56.45	53.55	50.65	46.18	41.51	39.05	36.58	33.27	29.95
	M5M	62.34	51.95	45.72	41.56	37.98	34.39	31.47	28.54	26.87	25.29	24.14	23.01
	M10M	.....	.....	.....	.....	.....	21.29	20.62	20.01	18.84	17.68	16.95	16.18
Minimum Charge Per Shipment	M20M	.....	.....	.....	.....	.....	.....	.....	13.12	12.93	12.78	12.56	11.97
\$91.88	M30M	.....	.....	.....	.....	.....	.....	.....	.....	.....	9.70	9.55	9.38
	M40M	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	7.51

The additional rate or charge in this Item will be shown separately on the Carrier’s freight bill as an arbitrary charge and will be based on the actual class ratings applicable to the commodities shipped and not on any Exception or FAK ratings.

NOTE A: When a rate is not shown for a weight group shown in this item, apply the rate for the next lower weight group for which a rate is shown.

NOTE B: To determine rates for classes higher than Class 100, apply the applicable class rating as a percentage of the applicable Class 100 rate.

(EXAMPLE: The Class 125 rate for a shipment weighing 500 pounds would be 125% of the Class 100 rate shown for Weight Group M5C in this item).

Shipments destined to New York zip codes of 10001 through 10299 will be subject to an additional delivery surcharge of **\$125.00** per shipment. An additional handling charge of **\$30.00** will be applied to all shipments when the consignee cannot provide unloading facilities immediately adjacent to the carrier's vehicle.

Shipments destined to New York zip codes of 10301 through 10499 will be subject to an additional delivery surcharge of **\$90.00** per shipment. An additional handling charge of **\$30.00** will be applied to all shipments when the consignee cannot provide unloading facilities immediately adjacent to the carrier's vehicle.

Pickup or delivery charge for Shelter Island, NY, zips 11001 through 11999 to be **\$90.00** per shipment.

**Item 751-B**  
**North Dakota Bakken Oil Field Region Surcharge**

Shipments destined to North Dakota zip codes stated below will be subject to an additional delivery surcharge of **\$35.00** per shipment.

ZIP	Terminal	ZIP	Terminal	ZIP	Terminal	ZIP	Terminal
58310	6MOT	58704	6MOT	58768	6MOT	58646	5DIK
58313	6MOT	58705	6MOT	58770	6MOT	58647	5DIK
58316	6MOT	58707	6MOT	58771	6MOT	58649	5DIK
58317	6MOT	58710	6MOT	58772	6MOT	58650	5DIK
58318	6MOT	58711	6MOT	58775	6MOT	58651	5DIK
58319	6MOT	58712	6MOT	58778	6MOT	58652	5DIK
58329	6MOT	58713	6MOT	58779	6MOT	58653	5DIK
58332	6MOT	58716	6MOT	58781	6MOT	58654	5DIK
58339	6MOT	58721	6MOT	58782	6MOT	58655	5DIK
58341	6MOT	58722	6MOT	58783	6MOT	58656	5DIK
58343	6MOT	58723	6MOT	58785	6MOT	58443	11ISN
58346	6MOT	58725	6MOT	58787	6MOT	58718	11ISN
58353	6MOT	58727	6MOT	58788	6MOT	58755	11ISN
58356	6MOT	58730	6MOT	58789	6MOT	58757	11ISN
58363	6MOT	58731	6MOT	58790	6MOT	58769	11ISN
58365	6MOT	58733	6MOT	58792	6MOT	58773	11ISN
58366	6MOT	58734	6MOT	58793	6MOT	58776	11ISN
58367	6MOT	58735	6MOT	58833	6MOT	58784	11ISN
58368	6MOT	58736	6MOT	58601	5DIK	58794	11ISN
58369	6MOT	58737	6MOT	58602	5DIK	58795	11ISN
58384	6MOT	58740	6MOT	58620	5DIK	58801	11ISN
58385	6MOT	58741	6MOT	58621	5DIK	58802	11ISN
58386	6MOT	58744	6MOT	58622	5DIK	58830	11ISN
58418	6MOT	58746	6MOT	58623	5DIK	58831	11ISN
58422	6MOT	58748	6MOT	58626	5DIK	58835	11ISN
58423	6MOT	58750	6MOT	58627	5DIK	58838	11ISN
58430	6MOT	58752	6MOT	58630	5DIK	58843	11ISN
58438	6MOT	58756	6MOT	58632	5DIK	58844	11ISN
58444	6MOT	58758	6MOT	58634	5DIK	58845	11ISN
58451	6MOT	58759	6MOT	58639	5DIK	58847	11ISN
58486	6MOT	58760	6MOT	58640	5DIK	58849	11ISN
58701	6MOT	58761	6MOT	58641	5DIK	58852	11ISN
58702	6MOT	58762	6MOT	58642	5DIK	58853	11ISN
58703	6MOT	58763	6MOT	58643	5DIK	58854	11ISN
		58765	6MOT	58645	5DIK	58856	11ISN

### Item 751-C

#### Arbitrary Charge – Arizona

Shipments to or from Arizona zip codes stated below will be subject to an additional surcharge as stated, in addition to all other applicable charges:

City	Zip	Surcharge	City	Zip	Surcharge	City	Zip	Surcharge
TORTILLA FLATS	85290	\$ 35.00	VALENTINE CPO	86437	\$ 80.00	SECOND MESA	86043	\$ 80.00
WINKLEMAN	85292	\$ 35.00	DOLAN SPRINGS	86441	\$ 80.00	SHONGOPOVI	86043	\$ 80.00
AGULIA	85320	\$ 35.00	TEMPLE BAR MARINA	86443	\$ 80.00	TONALEA	86044	\$ 80.00
AJO	85321	\$ 80.00	MEADVIEW	86444	\$ 80.00	MOENAVI	86045	\$ 80.00
WHY	85321	\$ 80.00	WILLOW BEACH	86445	\$ 80.00	MOENKOPI	86045	\$ 80.00
BOUSE	85325	\$ 35.00	CHAMBERS	86502	\$ 80.00	TUBA CITY	86045	\$ 80.00
CIBOLA	85328	\$ 80.00	WIDE RUINS	86502	\$ 200.00	WILLIAMS	86046	\$ 80.00
CONGRESS	85332	\$ 35.00	CANYON DE CHELLY	86503	\$ 80.00	NORTH RIM	86052	\$ 200.00
LUKEVILLE	85341	\$ 80.00	CHINLE	86503	\$ 80.00	KAIBITO	86053	\$ 80.00
SALOME	85348	\$ 35.00	LOW MOUNTAIN	86503	\$ 80.00	BLACK MESA	86054	\$ 80.00
WENDEN / ALAMO LAKE	85357	\$35.00 / \$150.00	ROUGH ROCK	86503	\$ 80.00	SHONTO	86054	\$ 80.00
WIKIEUP	85360	\$ 50.00	FORT DEFIANCE	86504	\$ 80.00	ASHFORK	86320	\$ 80.00
YAMELL	85362	\$ 35.00	CORNFIELDS	86505	\$ 80.00	BAGDAD	86321	\$ 50.00
POSTON	85371	\$ 80.00	GANADO	86505	\$ 80.00	SELIGMAN	86337	\$ 80.00
BYLAS	85530	\$ 35.00	GREASEWOOD	86505	\$ 80.00	SKULL VALLEY	86338	\$ 35.00
DUNCAN	85534	\$ 35.00	HUBBELL TRADING POST	86505	\$ 80.00	HACKBERRY	86411	\$ 80.00
EDEN	85535	\$ 35.00	KINLECHEE	86505	\$ 80.00	HUALAPAI	86412	\$ 80.00
ARIVACA	85601	\$ 80.00	KLAGETOH	86505	\$ 80.00	RED MESA	86514	\$ 80.00
NACO	85620	\$ 35.00	STEAMBOAT CANYON	86505	\$ 80.00	TEEC NOS POS	86514	\$ 150.00
POMERENE	85627	\$ 35.00	TOYEI	86505	\$ 80.00	WINDOW ROCK	86515	\$ 80.00
SAN SIMON	85632	\$ 80.00	CHLORIDE	86431	\$ 80.00	BLUE GAP	86520	\$ 80.00
SASABE	85633	\$ 80.00	PETRIFIED FOREST	86028	\$ 80.00	DENNEHOTSO	86535	\$ 80.00
SELLS	85634	\$ 80.00	BACOBI	86030	\$ 80.00	MANY FARMS	86538	\$ 80.00
TOPAWA	85639	\$ 80.00	HOTEVILLA	86030	\$ 80.00	NAZLINI	86540	\$ 80.00
BLUE	85922	\$ 80.00	BITAHOCHEE	86031	\$ 80.00	RED VALLEY	86544	\$ 80.00
NUTRIOSO	85932	\$ 35.00	INDIAN WELLS	86031	\$ 80.00	ROCK POINT	86545	\$ 80.00
WOODRUFF	85942	\$ 80.00	BABY ROCK	86033	\$ 80.00	ROUND ROCK	86547	\$ 80.00
GRAY MOUNTAIN	86016	\$ 80.00	CHILCHINBITO	86033	\$ 80.00	SAWMILL	86549	\$ 80.00
CAMERON	86020	\$ 80.00	KAYENTA	86033	\$ 80.00	TSALE	86556	\$ 80.00
CEDAR RIDGE	86020	\$ 80.00	JEDDITO	86034	\$ 80.00	HOUCK/ALLEN TOWN	86506	\$ 80.00
THE GAP	86020	\$ 80.00	KEAMS CANYON	86034	\$ 80.00	GREASEWOOD SPRINGS	86507	\$ 80.00
COLORADO CITY	86021	\$ 200.00	LEUPP	86035	\$ 80.00	LUKACHUKAI	86507	\$ 80.00
FREDONIA	86022	No Service	MARBLE CANYON	86036	\$ 80.00	UPPER GREASEWOOD	86507	\$ 80.00
GRAND CANYON	86023	\$ 80.00	HARD ROCK	86039	\$ 80.00	LUPTON	86508	\$ 80.00
TUSAYAN	86023	\$ 80.00	KYKOTSMOVI	86039	\$ 80.00	CHAMBERS	86509	\$ 80.00
HAPPY JACK	86024	\$ 80.00	JACOB LAKE	86022	\$ 200.00	PINON	86510	\$ 80.00
LITTLEFIELD	86432	\$ 200.00	ORABI	86039	\$ 80.00	CROSS CANYON	86511	\$ 80.00
OATMAN	86433	\$ 80.00	PAGE	86040	\$ 200.00	HUNTERS POINT	86511	\$ 80.00
PEACH SPRINGS	86434	\$ 80.00	FIRST MESA	86042	\$ 80.00	SAINT MICHAELS	86511	\$ 80.00
			POLACCA	86042	\$ 80.00	SANDERS	86512	\$ 80.00

### Item 751-D

#### Arbitrary Charge – California

Shipments to or from California zip codes stated below will be subject to an additional surcharge as stated, in addition to all other applicable charges:

CITY	ZIP	SURCHARGE	CITY	ZIP	SURCHARGE
BENTON	93512	\$1.85 cwt or Min. \$150.00	JUNE LAKE	93529	\$1.85 cwt or Min. \$75.00
BIG PINE	93513	\$1.85 cwt or Min. \$150.00	LAKE ALMANOR	96137	\$1.85 cwt or Min. \$150.00
BISHOP	93514	\$1.85 cwt or Min. \$150.00	LAWS	93514	\$1.85 cwt or Min. \$150.00
BISHOP	93515	\$1.85 cwt or Min. \$75.00	LEE	93541	\$1.85 cwt or Min. \$75.00
BRIDGEPORT	93517	\$1.85 cwt or Min. \$150.00	LOYALTON	96118	\$1.85 cwt or Min. \$75.00
CALPINE	96124	\$1.85 cwt or Min. \$75.00	MAMMOTH	93546	\$1.85 cwt or Min. \$75.00
CHALFANT	93514	\$1.85 cwt or Min. \$150.00	MEADOW	95956	\$1.85 cwt or Min. \$150.00
CHESTER	96020	\$1.85 cwt or Min. \$75.00	SAN FRANCISCO	94130	\$75.00
CONVICT LAKE	93546	\$1.85 cwt or Min. \$75.00	STORRIE	95980	\$1.85 cwt or Min. \$150.00
CRESCENT	95934	\$1.85 cwt or Min. \$75.00	SWALL	93514	\$1.85 cwt or Min. \$150.00
CROWLEY	93546	\$1.85 cwt or Min. \$75.00	TAYLORSVILLE	95983	\$1.85 cwt or Min. \$75.00
GREENVILLE	95947	\$1.85 cwt or Min. \$75.00	WENDEL	96136	\$1.85 cwt or Min. \$75.00
			WESTWOOD	96137	\$1.85 cwt or Min. \$150.00

## Item 751-E

### Arbitrary Charges – Colorado

Shipments to or from Colorado zip codes stated below will be subject to an additional surcharge as stated, in addition to all other applicable charges.

City	St	Zip	CWT	Minimum Charge	City	St	Zip	CWT	Minimum Charge
Agate	CO	80101		\$50.00	Idalia	CO	80735		\$45.00
Alma	CO	80420	\$2.00	\$25.00	Iliff	CO	80736		\$45.00
Amherst	CO	80721		\$50.00	Jefferson	CO	80456	\$3.00	\$50.00
Anton	CO	80801		\$25.00	Joes	CO	80822		\$45.00
Arapahoe	CO	80802		\$100.00	Kim	CO	81049		\$40.00
Arriba	CO	80804		\$100.00	Kiowa	CO	80117		\$45.00
Bartlett	CO	81090		\$40.00	Kirk	CO	80824		\$200.00
Beulah	CO	81090		\$40.00	Kit Carson	CO	80825		\$50.00
Bennett	CO	80102		\$100.00	Koen	CO	81041		\$40.00
Bethune	CO	80805		\$100.00	Lake City	CO	81235	\$3.00	\$50.00
Bond	CO	80423	\$2.00	\$25.00	Lake George	CO	80827	\$3.00	\$50.00
Brandon	CO	81070		\$40.00	Larkspur	CO	80118		\$45.00
Branson	CO	81027	\$4.00	\$75.00	Limon	CO	80828		\$50.00
Briggsdale	CO	80611		\$50.00	Lindon	CO	80740		\$200.00
Bristol	CO	81047		\$40.00	Livermore	CO	80536	\$3.00	\$50.00
Buffalo Creek	CO	80425	\$2.00	\$25.00	Log Lane Village	CO	80705		\$45.00
Burlington	CO	80807		\$50.00	Marble	CO	81623	\$2.00	\$25.00
Burns	CO	80426	\$2.00	\$25.00	Matheson	CO	80830		\$100.00
Byers	CO	80103		\$50.00	Maybell	CO	81640	\$3.00	\$50.00
Caddoa	CO	81044		\$40.00	Mc Coy	CO	80463	\$3.00	\$50.00
Calhan	CO	80808	\$3.00	\$50.00	Meeker	CO	81641	\$3.00	\$50.00
Campo	CO	81029		\$40.00	Meredith	CO	81642	\$3.00	\$50.00
Cedaredge	CO	81413	\$2.00	\$25.00	Merino	CO	80741		\$50.00
Cheyenne Wells	CO	80810		\$45.00	New Raymer	CO	80742		\$100.00
Collbran	CO	81624	\$2.00	\$25.00	Orchard	CO	80649		\$100.00
Como	CO	80432	\$2.00	\$25.00	Otis	CO	80743		\$50.00
Cope	CO	80812		\$45.00	Ovid	CO	80744		\$50.00
Crook	CO	80726		\$45.00	Padroni	CO	80745		\$50.00
Cuchara	CO	81055	\$2.00	\$25.00	Paoli	CO	80746		\$200.00
De Beque	CO	81630	\$2.00	\$25.00	Peetz	CO	80747		\$50.00
Deer Trail	CO	80105		\$100.00	Peyton	CO	80831		\$45.00
Dunton Hot Springs	CO	81323	\$3.00	\$50.00	Piceance Creek Basin	CO		\$2.00	\$25.00
Eads	CO	81036	\$3.00	\$50.00	Pritchett	CO	81064		\$40.00
Eckley	CO	80727		\$50.00	Proctor	CO	80736		\$45.00
Elbert	CO	80106		\$45.00	Red Cliff	CO	81649	\$3.00	\$50.00
Farisita	CO	81040		\$40.00	Red Feathers	CO	80545	\$3.00	\$50.00
Flagler	CO	80815		\$100.00	Redstone	CO	81623	\$2.00	\$25.00
Fleming	CO	80728		\$50.00	Rush	CO	80833		\$100.00
Florissant	CO	80816	\$3.00	\$50.00	Ramah	CO	80832		\$50.00
Fort Lyon	CO	81038		\$40.00	Saguache	CO	81149		\$40.00
Galeton	CO	80622		\$100.00	Sedgwick	CO	80749		\$50.00
Gardner	CO	81040	\$2.00	\$25.00	Seibert	CO	80834		\$100.00
Gateway	CO	81522	\$2.00	\$25.00	Silver Cliff	CO	81249	\$2.00	\$25.00
Granada	CO	81041		\$40.00	Simla	CO	80835		\$100.00
Guffey	CO	80820		\$150.00	Slater	CO	81653	\$3.00	\$50.00
Hartman	CO	81043		\$40.00	Snyder	CO	80750		\$200.00
Hartsel	CO	80449	\$2.00	\$25.00	Springfield	CO	81073		\$40.00
Heeney	CO	80498	\$3.00	\$50.00	Stoneham	CO	80754		\$100.00
Hillrose	CO	80733		\$50.00	Strasburg	CO	80136		\$75.00
Holly	CO	81047		\$40.00	Stratton	CO	80836		\$100.00
Hugo	CO	80821		\$45.00	Sugar City	CO	81076		\$40.00

**Item 751-E****Arbitrary Charges – Colorado, continued**

Thomasville	CO	81642	\$3.00	\$50.00	Vona	CO	80861		\$100.00
Timpas	CO	81050		\$40.00	Walsh		81090		\$40.00
Ute Peak	CO		\$2.00	\$25.00	Watkins	CO	80137		\$100.00
Vernon	CO	80755		\$100.00	Westcliffe	CO	81252	\$2.00	\$25.00
Villas	CO	81087		\$40.00	Wolf Creek Ski Area	CO		\$3.00	\$50.00
Virginia Dale	CO	80536	\$3.00	\$50.00	Woodrow	CO	80757		\$100.00

**Item 751-F****Arbitrary Charge – Florida**

Shipments to or from Miami zip codes stated below will be subject to an additional \$21.00 surcharge, as stated, in addition to all other applicable charges:  
33139, 33140, 33141, 33154

**Item 751-G****Arbitrary Charge – Idaho**

Shipments to or from Idaho zip codes stated below will be subject to an additional surcharge as stated, in addition to all other applicable charges:

City	St	Zip	Surcharge	City	St	Zip	Surcharge
Anderson Ranch	ID	83647	\$ 150.00	Lowman	ID	83637	\$ 100.00
Avery	ID	83802	\$ 150.00	Murphy	ID	83650	\$ 75.00
Calder	ID	83808	\$ 150.00	Murray	ID	83874	\$ 100.00
Clarkia	ID	83812	\$ 100.00	New Centerville	ID	83631	\$ 75.00
Eastport	ID	83826	\$ 50.00	Osprey Subdiv	ID	83716	\$ 75.00
Elk City	ID	83525	\$ 150.00	Pine	ID	83647	\$ 150.00
Elk River	ID	83827	\$ 150.00	Pioneerville	ID	83631	\$ 75.00
Featherville	ID	83647	\$ 150.00	Porthill	ID	83853	\$ 50.00
Grasmere	ID	83604	\$ 350.00	Riddle	ID	83604	\$ 350.00
Idaho City	ID	83631	\$ 75.00	Wilderness Ranch	ID	83716	\$ 75.00

**Item 751-H****Arbitrary Charge – Illinois**

Shipments to or from Chicago zip codes stated below will be subject to an additional \$300.00 surcharge, as stated, in addition to all other applicable charges:  
60601, 60602, 60603, 60604, 60606, 60610, 60611, 60654

**Item 751-I****Arbitrary Charges - Kentucky**

Shipments to or from Kentucky zip codes stated below will be subject to an additional surcharge as stated, in addition to all other applicable charges.

Zip Code	Surcharge	Zip Code	Surcharge	Zip Code	Surcharge	Zip Code	Surcharge
40387	\$ 40.00	41352	\$ 40.00	41568	\$ 40.00	41722	\$ 40.00
40806	\$ 40.00	41367	\$ 40.00	41571	\$ 40.00	41725	\$ 40.00
40823	\$ 40.00	41385	\$ 40.00	41572	\$ 40.00	41731	\$ 40.00
40826	\$ 40.00	41421	\$ 40.00	41601	\$ 40.00	41736	\$ 40.00
40831	\$ 40.00	41425	\$ 40.00	41602	\$ 40.00	41739	\$ 40.00
40862	\$ 40.00	41426	\$ 40.00	41603	\$ 40.00	41740	\$ 40.00
40870	\$ 40.00	41435	\$ 40.00	41605	\$ 40.00	41743	\$ 40.00
41124	\$ 40.00	41465	\$ 40.00	41606	\$ 40.00	41751	\$ 40.00
41149	\$ 40.00	41472	\$ 40.00	41607	\$ 40.00	41759	\$ 40.00
41171	\$ 40.00	41501	\$ 40.00	41612	\$ 40.00	41760	\$ 40.00
41204	\$ 40.00	41503	\$ 40.00	41615	\$ 40.00	41772	\$ 40.00
41214	\$ 40.00	41513	\$ 40.00	41616	\$ 40.00	41773	\$ 40.00
41216	\$ 40.00	41514	\$ 40.00	41619	\$ 40.00	41774	\$ 40.00
41219	\$ 40.00	41522	\$ 40.00	41621	\$ 40.00	41804	\$ 40.00
41222	\$ 40.00	41524	\$ 40.00	41622	\$ 40.00	41810	\$ 40.00
41224	\$ 40.00	41526	\$ 40.00	41630	\$ 40.00	41812	\$ 40.00
41230	\$ 40.00	41528	\$ 40.00	41631	\$ 40.00	41817	\$ 40.00
41231	\$ 40.00	41531	\$ 40.00	41632	\$ 40.00	41821	\$ 40.00
41232	\$ 40.00	41534	\$ 40.00	41635	\$ 40.00	41822	\$ 40.00
41234	\$ 40.00	41535	\$ 40.00	41636	\$ 40.00	41824	\$ 40.00
41238	\$ 40.00	41537	\$ 40.00	41640	\$ 40.00	41825	\$ 40.00
41240	\$ 40.00	41538	\$ 40.00	41642	\$ 40.00	41826	\$ 40.00
41250	\$ 40.00	41539	\$ 40.00	41643	\$ 40.00	41828	\$ 40.00
41254	\$ 40.00	41542	\$ 40.00	41645	\$ 40.00	41831	\$ 40.00
41255	\$ 40.00	41544	\$ 40.00	41647	\$ 40.00	41834	\$ 40.00
41256	\$ 40.00	41547	\$ 40.00	41649	\$ 40.00	41835	\$ 40.00
41257	\$ 40.00	41553	\$ 40.00	41650	\$ 40.00	41836	\$ 40.00
41260	\$ 40.00	41554	\$ 40.00	41651	\$ 40.00	41837	\$ 40.00
41262	\$ 40.00	41555	\$ 40.00	41653	\$ 40.00	41838	\$ 40.00
41263	\$ 40.00	41557	\$ 40.00	41655	\$ 40.00	41839	\$ 40.00
41265	\$ 40.00	41558	\$ 40.00	41659	\$ 40.00	41843	\$ 40.00
41267	\$ 40.00	41559	\$ 40.00	41660	\$ 40.00	41844	\$ 40.00
41271	\$ 40.00	41561	\$ 40.00	41663	\$ 40.00	41845	\$ 40.00
41301	\$ 40.00	41562	\$ 40.00	41666	\$ 40.00	41849	\$ 40.00
41317	\$ 40.00	41563	\$ 40.00	41667	\$ 40.00	41855	\$ 40.00
41332	\$ 40.00	41564	\$ 40.00	41669	\$ 40.00	41858	\$ 40.00
41339	\$ 40.00	41566	\$ 40.00	41701	\$ 40.00	41859	\$ 40.00
41348	\$ 40.00	41567	\$ 40.00	41712	\$ 40.00	41861	\$ 40.00
						41862	\$ 40.00

**Item 751-J****Arbitrary Charge – Michigan**

Shipments to or from Detroit zip codes stated below will be subject to an additional surcharge as stated, in addition to all other applicable charges:

**\$7.50** per shipment to or from: 49715, 49719, 49724, 49745, 49780, 49781, 49783, 49788

**\$25.00** per shipment to or from: 48201, 48202, 48204, 48206, 48207, 48208, 48216, 48226

**Item 751-K  
Minnesota High Cost Region Surcharge**

Shipments to or from Minnesota zip codes stated below will be subject to an additional surcharge as stated, in addition to all other applicable charges:

**\$35.00** per shipment to or from: 55725, 55771, 56623, 56629, 56630, 56649, 56650, 56653, 56654, 56659, 56660, 56661, 56666, 56667, 56668, 56669, 56670, 56671, 56673, 56681, 56682, 56685, 56686, 56711, 56714, 56726, 56751, 56756, 56761, 56763

**\$30.00** per shipment to or from: 55602, 55603, 55604, 55605, 55606, 55607, 55612, 55613, 55614, 55615, 55731

**Item 751-L  
Arbitrary Charges - Montana**

Shipments to or from Montana zip codes stated below will be subject to an additional surcharge as stated, in addition to all other applicable charges:

City	St	Zip	Surcharge	City	St	Zip	Surcharge
Antelope	MT	59211	\$ 100.00	McCabe	MT	59218	\$ 100.00
Boyes	MT	59316	\$ 150.00	Medicine Lake	MT	59247	\$ 100.00
Broadus	MT	59317	\$ 150.00	Outlook	MT	59252	\$ 100.00
Dagmar	MT	59219	\$ 100.00	Peerless	MT	59253	\$ 100.00
Deerfield Colony	MT	59457	\$ 75.00	Plentywood	MT	59254	\$ 100.00
Flaxville	MT	59222	\$ 100.00	Redstone	MT	59257	\$ 100.00
Four Buttes	MT	59263	\$ 100.00	Reserve	MT	59258	\$ 100.00
Froid	MT	59226	\$ 100.00	Rexford	MT	59930	\$ 75.00
Garneill	MT	59453	\$ 50.00	Scobey	MT	59263	\$ 100.00
Hobson	MT	59452	\$ 50.00	Troy	MT	59935	\$ 200.00
Homestead	MT	59242	\$ 100.00	Two Dot	MT	59085	\$ 75.00
Hysham	MT	59038	\$ 75.00	Westby	MT	59275	\$ 100.00
Libby	MT	59923	\$ 75.00	Whitetail	MT	59276	\$ 100.00
Lustre	MT	59225	\$ 100.00	Winnett	MT	59087	\$ 60.00
Martinsdale	MT	59053	\$ 75.00				

**Item 751-M  
Arbitrary Charge – Nevada**

Shipments to or from Nevada zip codes stated below will be subject to an additional surcharge as stated, in addition to all other applicable charges:

Arbitrary Charge – Nevada		
CITY	ZIP	SURCHARGE
GABBS	89409	\$2.85 cwt or Min. \$100.00
GERLACH	89412	\$2.85 cwt or Min. \$100.00
IMLAY	89418	\$2.85 cwt or Min. \$100.00
LUNING	89420	\$2.85 cwt or Min. \$100.00
MINA	89422	\$2.85 cwt or Min. \$100.00
WINNEMUCCA	89445-446	\$2.85 cwt or Min. \$100.00
RUBY VALLEY	89833	\$375



**Item 751-N**

**Arbitrary Charges – New Mexico**

Shipments to or from New Mexico zip codes stated below will be subject to an additional surcharge as stated, in addition to all other applicable charges:

CITY	ZIP	Surcharge	CITY	ZIP	Surcharge	CITY	ZIP	Surcharge
ABIQUIJU	87510	\$80.00	ENSENADA	87575	\$80.00	NARA VISA	88430	\$80.00
ALAMO	87825	\$80.00	EUNICE	88231	\$80.00	NAVAJO	87328	\$80.00
ALMA	88039	\$80.00	FARLEY	88422	\$80.00	NOGAL	88341	\$80.00
ALTO	88312	\$80.00	FLOYD	88118	\$80.00	OJO SARCO	87521	\$80.00
AMALIA	87512	\$80.00	FOLSOM	88419	\$80.00	OMEGA	87829	\$80.00
ANGEL FIRE	87710	\$80.00	FORT STANTON	88323	\$80.00	PENASCO	87553	\$80.00
ANIMAS	88020	\$80.00	GALISTEO	87540	\$80.00	PENASCO	87561	\$80.00
APACHE CREEK	87830	\$80.00	GLADSTONE	88422	\$80.00	PEP	88126	\$80.00
ARAGON	87820	\$80.00	GLENCOE	88324	\$80.00	PICACHO	88343	\$80.00
ARROYO HONDO	87513	\$80.00	GLENRIO	88434	\$80.00	PIE TOWN	87827	\$80.00
ARROYO SECO	87514	\$80.00	GOBERNADOR	87412	\$80.00	PINEHILL	87357	\$80.00
BECLABITO	87420	\$80.00	GRADY	88120	\$80.00	PINON	88344	\$80.00
BENT	88314	\$80.00	GRENVILLE	88424	\$80.00	PLEASANTON	88039	\$80.00
BLACK LAKE	87734	\$80.00	GUADALUPITA	87722	\$80.00	PUEBLO PINTADO	87013	\$80.00
BRAZOS		\$80.00	HERNANDEZ	87537	\$80.00	QUESTA	87556	\$80.00
BROADVIEW	88112	\$80.00	HI RLS MTN PK	88325	\$80.00	RAGLAND	88433	\$80.00
BUCKHORN	88025	\$80.00	HILLSBORO	88042	\$80.00	RAINSVILLE	87736	\$80.00
BUENA VISTA	87712	\$80.00	HOLMAN	87723	\$80.00	RAMAH	87321	\$80.00
BUEYEROS	88412	\$80.00	HONDO	88336	\$80.00	RANCHOS DE TAOS	87557	\$80.00
CANJILON	87515	\$80.00	HOPE	88250	\$80.00	RATON	87740	\$80.00
CANONES	87516	\$80.00	HORSE SPRINGS	87821	\$80.00	RED HILL	87829	\$80.00
CAPITAN	88316	\$80.00	HOUSE	88121	\$80.00	RED RIVER	87558	\$80.00
CAPULIN	88414	\$80.00	IDLEWILD	87718	\$80.00	RESERVE	87830	\$80.00
CARRIZOZO	88301	\$80.00	JAL	88252	\$80.00	RIBERA	87560	\$80.00
CARSON	87517	\$80.00	KENNA	88122	\$80.00	RINCONADA	87531	\$80.00
CEBOLLA	87518	\$80.00	KINGSTON	88042	\$80.00	RIVERSIDE	88028	\$80.00
CERRO	87519	\$80.00	LA PUENTE	87575	\$80.00	ROCIADA	87742	\$80.00
CHACON	87713	\$80.00	LAKE VALLEY	87313	\$80.00	RODARTE	87561	\$80.00
CHAMA	87520	\$80.00	LAMY	87540	\$80.00	RODEO	88056	\$80.00
CHAMISAL	87521	\$80.00	LEDOUX	87731	\$80.00	ROGERS	88132	\$80.00
CHAMITA	87566	\$80.00	LINCOLN	88338	\$80.00	ROY	87743	\$80.00
CHIMAYO	87522	\$80.00	LINGO	88123	\$80.00	SAN CRISTOBAL	87564	\$80.00
CLAYTON	88415	\$80.00	LLANO	87543	\$80.00	SAN JON	88434	\$80.00
CLEVELAND	87715	\$80.00	LLANO QUEMADO	87557	\$80.00	SAN MIGUEL	87560	\$80.00
CLOUDCROFT	88317	\$80.00	LOGAN	88426	\$80.00	SANTA CRUZ	87567	\$80.00
CONCHAS DAM	88416	\$80.00	LOS LUCEROS	87511	\$80.00	SAPELLO	87745	\$80.00
CORDOVA	87523	\$80.00	LOVING	88256	\$80.00	SEDAN	88436	\$80.00
CORONA	88318	\$80.00	LOWER SAN	87830	\$80.00	SENECA	88437	\$80.00
COSTILLA	87524	\$80.00	LUMBERTON	87528	\$80.00	SIPAPU SKI	87579	\$80.00
COTTON CITY	88020	\$80.00	LUNA	87824	\$80.00	SOLANO	87746	\$80.00
CRYSTAL	87328	\$80.00	LYDEN	87582	\$80.00	SPRINGER	87747	\$80.00
CUERVO	88417	\$80.00	MAGDALENA	87825	\$80.00	STEAD	88415	\$80.00
CUNDIYO	87522	\$80.00	MALAGA	88263	\$80.00	TALPA	87557	\$80.00
DATIL	87821	\$80.00	MAXWELL	87728	\$80.00	TAOS SKI VALLEY	87525	\$80.00
DES MOINES	88418	\$80.00	MAYHILL	88339	\$80.00	TIERRA AMARILLA	87575	\$80.00
DORA	88115	\$80.00	MC ALISTER	88427	\$80.00	TIERRA MONTE	87742	\$80.00
DULCE	87528	\$80.00	MELROSE	88124	\$80.00	TREMENTINA	88439	\$80.00
DUNKEN	88344	\$80.00	MESCALERO	88340	\$80.00	TRES RITOS	87579	\$80.00
EAGLE NEST	87718	\$80.00	MIAMI	87729	\$80.00	TRUCHAS	87578	\$80.00
EL GUIQUE	87566	\$80.00	MILLS	87730	\$80.00	UTE PARK	87749	\$80.00
EL MORRO	87321	\$80.00	MILNESAND	88125	\$80.00	VADITO	87579	\$80.00
EL PORVENIR	87731	\$80.00	MIMBRES	88049	\$80.00	VALDEZ	87580	\$80.00
EL PRADO	87529	\$80.00	MOGOLLON	88039	\$80.00	VELARDE	87582	\$80.00
EL RITO	87530	\$80.00	MONERO	87528	\$80.00	VIRDEN	88045	\$80.00
EL VADO	87575	\$80.00	MONTEZUMA	87731	\$80.00	WAGON MOUND	87752	\$80.00
ELIDA	88116	\$80.00	MONUMENT	88265	\$80.00	WHITE HORSE	87013	\$80.00
ELK	88339	\$80.00	MORA	87732	\$80.00	ZUNI	87327	\$80.00
EMBUDO	87531	\$80.00	MULE CREEK	88051	\$80.00			

**Item 751-N**

**Arbitrary Charges – New Mexico, continued**

Shipments to or from New Mexico zip codes stated below will be subject to an additional surcharge as stated, in addition to all other applicable charges:

CITY	ZIP	CWT	Minimum	CITY	ZIP	CWT	Minimum	CITY	ZIP	CWT	Minimum
AMISTAD	88410	\$3.00	\$50.00	GLENWOOD	88039	\$2.00	\$25.00	OJO FELIZ	87735	\$3.00	\$50.00
ANTON CHICO	87711	\$3.00	\$50.00	GONZALEZ RANCH	87560	\$2.00	\$25.00	QUEMADO	87829	\$4.00	\$75.00
CIMMARON	87714	\$2.00	\$25.00	HACHITA	88040	\$2.00	\$25.00	REGINA	87046	\$3.00	\$50.00
CLIFF	88028	\$2.00	\$25.00	LA JARA	87027	\$3.00	\$50.00	SENA	87568	\$2.00	\$25.00
COLUMBUS	88029	\$2.00	\$25.00	LA MADERA	87539	\$2.00	\$25.00	TERERRO	87573	\$2.00	\$25.00
COUNSELOR	87018	\$2.00	\$25.00	LINDRITH	87029	\$3.00	\$50.00	TRES PIEDRAS	87577	\$2.00	\$25.00
CROWNPOINT	87313	\$2.00	\$25.00	MONTICELLO	87939	\$2.00	\$25.00	VALLECITOS	87581	\$2.00	\$25.00
FAYWOOD	88034	\$2.00	\$25.00	MOSQUERO	87733	\$3.00	\$50.00	VILLANUEVA	87583	\$2.00	\$25.00
FENCE LAKE	87315	\$2.00	\$25.00	NAGEEZI	87037	\$2.00	\$25.00	WINSTON	87943	\$2.00	\$25.00
GALLINA	87017	\$3.00	\$50.00	OCATE	87734	\$3.00	\$50.00	YOUNGSVILLE	87064	\$2.00	\$25.00
GILA CLIFF DWELLINGS	88038	\$2.00	\$25.00								

**Item 751-O**

**Arbitrary Charges - Nebraska**

Shipments to or from Nebraska zip codes stated below will be subject to an additional surcharge as stated, in addition to all other applicable charges:

City	St	Zip	Surcharge	City	St	Zip	Surcharge	City	St	Zip	Surcharge
Antioch	NE	69340	\$ 25.00	Fort Robinson	NE	69339	\$ 25.00	Merriman	NE	69218	\$ 45.00
Arthur	NE	69121	\$ 25.00	Glen	NE	69339	\$ 25.00	Mullen	NE	69152	\$ 25.00
Ashby	NE	69333	\$ 25.00	Grainton	NE	69139	\$ 25.00	Nenzel	NE	69219	\$ 45.00
Brewster	NE	68821	\$ 25.00	Haigler	NE	69030	\$ 25.00	Palisade	NE	69040	\$ 25.00
Broadwater	NE	69125	\$ 25.00	Halsey	NE	69142	\$ 25.00	Parks	NE	69041	\$ 25.00
Brownlee	NE	69166	\$ 45.00	Harrisburg	NE	69345	\$ 25.00	Purdum	NE	69157	\$ 25.00
Champion	NE	69023	\$ 25.00	Harrison	NE	69346	\$ 25.00	Rushville	NE	69360	\$ 25.00
Cody	NE	69211	\$ 45.00	Hay Springs	NE	69347	\$ 25.00	Stapleton	NE	69163	\$ 25.00
Crawford	NE	69339	\$ 25.00	Hayes Center	NE	69032	\$ 25.00	Theford	NE	69166	\$ 25.00
Crookston	NE	69212	\$ 45.00	Hemingford	NE	69348	\$ 25.00	Tryon	NE	69167	\$ 25.00
Danbury	NE	69026	\$ 25.00	Hyannis	NE	69350	\$ 25.00	Wallace	NE	69169	\$ 25.00
Dunning	NE	68833	\$ 25.00	Kilgore	NE	69216	\$ 45.00	Wauneta	NE	69045	\$ 25.00
Ellsworth	NE	69340	\$ 25.00	Lebanon	NE	69036	\$ 25.00	White Clay	NE	69365	\$ 25.00
Elsie	NE	69134	\$ 25.00	Marsland	NE	69354	\$ 25.00	Whitman	NE	69366	\$ 25.00
Elsmere	NE	69135	\$ 45.00	Max	NE	69037	\$ 25.00	Whitney	NE	69367	\$ 25.00

**Item 751-P**

**Arbitrary Charge – Oregon**

Shipments to or from Oregon zip codes stated below will be subject to an additional surcharge as stated, in addition to all other applicable charges:

City	St	Zip	Add'l Fee	City	St	Zip	Add'l Fee
Adel	OR	97620	\$ 30.00	Juntura	OR	97911	\$1.00/mile roundtrip
Agness	OR	97406	\$ 150.00	Keating	OR	97814	\$ 30.00
Alicel	OR	97824	\$ 30.00	Lonerock	OR	97823	\$ 30.00
Alkali Lake	OR	97630	\$ 30.00	Long Creek	OR	97856	\$ 30.00
Alleghany	OR	97407	\$ 100.00	Loon Lake	OR	97467	\$ 150.00
Alsea	OR	97324	\$ 100.00	McKenzie	OR	97143	\$ 100.00
Bancroft	OR	97458	\$ 100.00	McKinley	OR	97458	\$ 100.00
Beaver Marsh	OR	97731	\$ 30.00	Medical	OR	97814	\$ 30.00
Blalock	OR	97812	\$ 30.00	Minerva	OR	97439	\$ 150.00
Bridgeport	OR	97819	\$ 30.00	Monument	OR	97864	\$ 30.00
Brownsmead	OR	97103	\$ 100.00	Morgan	OR	97843	\$ 30.00
Cecil	OR	97843	\$ 30.00	Namorf	OR	97906	\$ 30.00
Chemult	OR	97731	\$ 30.00	New Idaho	OR	97630	\$ 30.00
Clem	OR	97812	\$ 30.00	New Pine	OR	97635	\$ 30.00
Crater Lake	OR	97604	\$ 100.00	Olex	OR	97812	\$ 30.00
Dale	OR	97880	\$ 30.00	Oxbow	OR	97840	\$ 125.00
Dellwood	OR	97420	\$ 100.00	Parkersburg	OR	97411	\$ 100.00
Diamond	OR	97722	\$ 30.00	Paulina	OR	97751	\$1.00/mile roundtrip
Diamond Cut	OR	97731	\$ 30.00	Pilot Rock	OR	97868	\$ 65.00
Diamond Lake	OR	97731	\$ 100.00	Plush	OR	97637	\$ 30.00
Dora	OR	97458	\$ 150.00	Pondosa	OR	97814	\$ 30.00
Drewsey	OR	97904	\$ 30.00	Powers	OR	97466	\$ 100.00
Fields	OR	97710	\$ 30.00	Princeton	OR	97721	\$ 30.00
Five Corners	OR	97630	\$ 30.00	Richland	OR	97870	\$ 125.00
Flora	OR	97828	\$ 30.00	Ritter	OR	97856	\$ 30.00
Fort Rock	OR	97735	\$ 30.00	Seneca	OR	97873	\$ 100.00
Frenchglen	OR	97736	\$ 30.00	Sixes	OR	97476	\$ 100.00
Gooseberry	OR	97843	\$ 30.00	Spray	OR	97874	\$ 30.00
Gwendolen	OR	97823	\$ 30.00	Steamboat	OR	97447	\$ 30.00
Halfway	OR	97834	\$ 125.00	Sulpher	OR	97467	\$ 100.00
Harper	OR	97906	\$1.00/mile roundtr	Sumner	OR	97420	\$ 100.00
Hereford	OR	97837	\$ 30.00	Sumpter	OR	97877	\$ 30.00
Hope	OR	97918	\$ 30.00	Telocaset	OR	97883	\$ 30.00
Huntington	OR	97907	\$ 125.00	Tide	OR	97480	\$ 100.00
Idleld Park	OR	97447	\$ 30.00	Tidewater	OR	97390	\$ 100.00
Illaha	OR	97406	\$ 150.00	Tiller	OR	97484	\$ 100.00
Imnaha	OR	97842	\$ 30.00	Troy	OR	97828	\$ 30.00
Ironside	OR	97908	\$ 125.00	Ukiah	OR	97880	\$ 30.00
Jamison	OR	97909	\$1.00/mile roundtr	Unity	OR	97884	\$ 125.00
Jewell	OR	97138	\$ 100.00	Warner Valley	OR	97620	\$ 30.00
Jordan	OR	97843	\$ 30.00	Whitney	OR	97877	\$ 30.00
Joseph	OR	97846	\$ 30.00	Willows	OR	97812	\$ 30.00

## Item 751-Q

### Arbitrary Charge – Texas

Shipments to or from Texas zip codes stated below will be subject to an additional surcharge as stated, in addition to all other applicable charges:

City	State	Zip	Add'l charge	City	State	Zip	Add'l charge	City	State	Zip	Add'l charge
Abell City	TX	79735	\$ 100.00	Imperial	TX	79743	\$ 100.00	Redford	TX	79846	\$ 100.00
Ackerly	TX	79713	\$ 100.00	Iraan	TX	79744	\$ 100.00	Ropesville	TX	79358	\$ 100.00
Alamo Ranchettos	TX	79735	\$ 100.00	Kermit	TX	79745	\$ 100.00	Sanderson	TX	79848	\$ 100.00
Alpine	TX	79830	\$ 100.00	Knott	TX	79748	\$ 100.00	Saragosa	TX	79780	\$ 100.00
Alpine	TX	79831	\$ 100.00	La Mesa	TX	79331	\$ 100.00	Seagraves	TX	79359	\$ 100.00
Andrew s	TX	79714	\$ 100.00	Lenorah	TX	79749	\$ 100.00	Seminole	TX	79360	\$ 100.00
Bakersfield	TX	79752	\$ 100.00	Loop	TX	79342	\$ 100.00	Shafter	TX	79843	\$ 100.00
Balmorhea	TX	79718	\$ 100.00	Marathon	TX	79842	\$ 100.00	Sheffield	TX	79781	\$ 100.00
Barnhart	TX	76930	\$ 100.00	Marfa	TX	79843	\$ 100.00	Stanton	TX	79782	\$ 100.00
Barstow	TX	79719	\$ 100.00	MC Camey	TX	79752	\$ 100.00	Sterling City	TX	76951	\$ 100.00
Best	TX	76932	\$ 100.00	Meadow	TX	79345	\$ 100.00	Sul Ross	TX	79832	\$ 100.00
Big Bend Nat'l Pk	TX	79834	\$ 100.00	Mentone	TX	79754	\$ 100.00	Sundown	TX	79372	\$ 100.00
Big Lake	TX	76932	\$ 100.00	MidKiff	TX	79755	\$ 100.00	Tahoka	TX	79373	\$ 100.00
Brownfield	TX	79316	\$ 100.00	Midland	TX	79701-12	\$ 75.00	Tarzan	TX	79783	\$ 100.00
Coyanosa	TX	79730	\$ 100.00	Monahans	TX	79756	\$ 100.00	Terlingua	TX	79852	\$ 100.00
Crane	TX	79731	\$ 100.00	New Home	TX	79383	\$ 100.00	Texon	TX	76932	\$ 100.00
Denver City	TX	79323	\$ 100.00	Notrees	TX	79759	\$ 100.00	Tokio	TX	79376	\$ 100.00
Dryden	TX	78851	\$ 100.00	Odessa	TX	79760-69	\$ 75.00	Toyah	TX	79785	\$ 100.00
Fort Davis	TX	79734	\$ 100.00	Odonnell	TX	79351	\$ 100.00	Toyahvale	TX	79786	\$ 100.00
Fort Stockton	TX	79735	\$ 100.00	Orla	TX	79770	\$ 100.00	Valentine	TX	79854	\$ 100.00
Gail	TX	79738	\$ 100.00	Pecos	TX	79772	\$ 100.00	Verhalen	TX	79772	\$ 100.00
Garden City	TX	79739	\$ 100.00	Penwell	TX	79776	\$ 100.00	Welch	TX	79377	\$ 100.00
Gardendale	TX	79758	\$ 100.00	Plains	TX	79355	\$ 100.00	Wellman	TX	79378	\$ 100.00
Girvin	TX	79740	\$ 100.00	Presidio	TX	79845	\$ 100.00	Wickett	TX	79788	\$ 100.00
Goldsmith	TX	79741	\$ 100.00	Pyote	TX	79777	\$ 100.00	Wilson	TX	79383	\$ 100.00
Grandfalls	TX	79742	\$ 100.00	Rankin	TX	79778	\$ 100.00	Wink	TX	79789	\$ 100.00

## Item 751-R

### Arbitrary Charges - Utah

Shipments to or from Utah zip codes stated below will be subject to an additional surcharge as stated, in addition to all other applicable charges:

City	St	Zip	Surcharge	City	St	Zip	Surcharge
Alton	UT	84710	\$ 35.00	Lake Town	UT	84038	\$ 100.00
Aneth	UT	84510	\$ 100.00	Manila	UT	84046	\$ 100.00
Bigwater /Annex of Kanab	UT	84741	\$ 150.00	Meadowville	UT	84038	\$ 100.00
Bluff	UT	84512	\$ 100.00	Mexican Hat	UT	84531	\$ 100.00
Bonanza	UT	84008	\$ 100.00	Montezuma Creek	UT	84531	\$ 100.00
Boulder	UT	84716	\$ 100.00	Monument Valley	UT	84536	\$ 100.00
Bullfrog	UT	84533	\$ 100.00	Ouray	UT	84063	\$ 100.00
Devils Slide	UT	84050	\$ 100.00	Randlett	UT	84063	\$ 100.00
Dutch John	UT	84023	\$ 100.00	Randolph	UT	84063	\$ 100.00
Escalante	UT	84726	\$ 100.00	Round Valley	UT	84038	\$ 100.00
Garden City	UT	84028	\$ 100.00	Snowville	UT	84336	\$ 100.00
Gouldings Lodge	UT	84536	\$ 100.00	Swains Creek	UT	84762	\$ 35.00
Halchita	UT	84531	\$ 100.00	Ticaboo	UT	84533	\$ 100.00
Hanksville	UT	84734	\$ 100.00	Ucolo	UT	84535	\$ 100.00
Lake Powell / Wahweap	UT	84533	\$ 200.00	Woodruff	UT	84066	\$ 100.00

**Item 751-S****Arbitrary Charge – Washington**

Shipments to or from Washington zip codes stated below will be subject to an additional surcharge as stated, in addition to all other applicable charges:

City	St	Zip	Fee		City	St	Zip	Fee
Aeneas	WA	98855	\$ 30.00		Havillah	WA	98855	\$ 30.00
Anatone	WA	99401	\$ 100.00		Hay	WA	99136	\$ 100.00
Ardenvoir	WA	98811	\$ 30.00		Hunters	WA	99137	\$ 50.00
Ashford	WA	98304	\$ 250.00		Inchelium	WA	99138	\$ 100.00
Bay Center	WA	98527	\$ 150.00		Keller	WA	99140	\$ 100.00
Benge	WA	99105	\$ 100.00		Lake Wenatchee	WA	98826	\$ 30.00
Chesaw	WA	98844	\$ 30.00		Laurier	WA	99146	\$ 100.00
Chief Joseph	WA	98812-3	\$ 30.00		Lincoln	WA	99147	\$ 100.00
Cole's Corner	WA	98826	\$ 30.00		Longwire	WA	98397	\$ 250.00
Cosmopolis/River Rd	WA	98537	\$ 150.00		Loomis	WA	98827	\$ 30.00
Crystal Mtn	WA	98022	\$ 250.00		Mazama	WA	98833	\$ 30.00
Danville	WA	99121	\$ 50.00		Merrit	WA	98826	\$ 30.00
Deep Lake Boundary Road	WA	99114	\$ 50.00		Northport	WA	99157	\$ 50.00
Disautel	WA	98841	\$ 30.00		Orient	WA	99160	\$ 50.00
Evans	WA	99126	\$ 50.00		Palisades	WA	98845	\$ 30.00
Farmer	WA	98858	\$ 30.00		Plain	WA	98826	\$ 30.00
Fruitland	WA	99129	\$ 50.00		Tahuya	WA	98588	\$ 50.00
Greenwater	WA	98022	\$ 150.00		Wauconda	WA	98859	\$ 150.00

**Seattle Red Zone** (zips 98101; 98104; 98121) charges to be an additional **\$65.00** per shipment.

**Pickup or Delivery Services (At San Juan Islands, WA)**

Except as otherwise provided, shipments picked up at or delivered to points in the San Juan Islands, WA subject to the 5 digit ZIP Codes listed below will be subject to the additional pickup or delivery charges, in addition to all other charges otherwise applicable to or from ZIP Code Prefixes 980 or 982. Corporate office must be called for quotes to the following zips: 98070, 98222, 98243, 98245, 98250, 98261, 98279, 98280, 98281, 98286..

**Item 751-T****Arbitrary Charges - Wisconsin**

Shipments to or from Wisconsin zip codes stated below will be subject to an additional surcharge as stated, in addition to all other applicable charges:

City	St	Zip	Surcharge	City	St	Zip	Surcharge
AVOCA	WI	53506	\$ 35.00	MOUNT HOPE	WI	53816	\$ 35.00
BELMONT	WI	53510	\$ 35.00	BAGLEY	WI	53801	\$ 35.00
BLUE RIVER	WI	53518	\$ 35.00	BEETOWN	WI	53802	\$ 35.00
BROWNTOWN	WI	53522	\$ 35.00	BENTON	WI	53803	\$ 35.00
COBB	WI	53526	\$ 35.00	BLOOMINGTON	WI	53804	\$ 35.00
DARLINGTON	WI	53530	\$ 35.00	BOSCOBEL	WI	53805	\$ 35.00
DODGEVILLE	WI	53533	\$ 35.00	CASSVILLE	WI	53806	\$ 35.00
EDMUND	WI	53535	\$ 35.00	CUBA CITY	WI	53807	\$ 35.00
GRATIOT	WI	53541	\$ 35.00	DICKEYVILLE	WI	53808	\$ 35.00
HIGHLAND	WI	53543	\$ 35.00	FENNIMORE	WI	53809	\$ 35.00
LINDEN	WI	53553	\$ 35.00	GLEN HAVEN	WI	53810	\$ 35.00
LIVINGSTON	WI	53554	\$ 35.00	HAZEL GREEN	WI	53811	\$ 35.00
MINERAL POINT	WI	53565	\$ 35.00	KIELER	WI	53812	\$ 35.00
MONTFORT	WI	53569	\$ 35.00	LANCASTER	WI	53813	\$ 35.00
MUSCODA	WI	53573	\$ 35.00	PATCH GROVE	WI	53817	\$ 35.00
REWEY	WI	53580	\$ 35.00	PLATTEVILLE	WI	53818	\$ 35.00
SHULLSBURG	WI	53586	\$ 35.00	POTOSI	WI	53820	\$ 35.00
SOUTH WAYNE	WI	53587	\$ 35.00	SINSINAWA	WI	53824	\$ 35.00
WOODFORD	WI	53599	\$ 35.00	STITZER	WI	53825	\$ 35.00

**Item 752****Pickup & Delivery Service to Mines, Refineries, Power Plants**

Shipments picked up and delivered to the facilities of refineries, mines or quarries, including the entire property upon which any pit, excavation shaft or deposit, warehouse, power plant, supply house, tipple, etc., at which coal, ore or minerals are, have been or will be extracted, will be subject to the following charges in addition to all other applicable charges:

**\$6.00** cwt

**\$50.00** Minimum charge

**Item 752-A****Pickup & Delivery Service to Exposition Centers**

A charge of **\$250.00** per shipment, or per vehicle if more than one vehicle is required to pickup or deliver the shipment, in addition to all other applicable charges, will be assessed against the party responsible for payment of the line haul charges on shipments picked up or delivered to the facilities of a convention or exposition center.

**Item 752-B****Pickup & Delivery Service to Fairs or Traveling Shows & Special Events**

A charge of **\$250.00** per shipment, or per vehicle if more than one vehicle is required to deliver the shipment, in addition to all other applicable charges, will be assessed against the party responsible for payment of the line haul charges on shipments picked up or delivered to the facilities of Fairs, Traveling Shows, or Carnivals.

**Item 752-C**

**Sturgis Bike Rally**

Shipments to and from Sturgis, SD during the dates specified below subject to a **\$100.00** fee.  
Contact names and phone numbers are mandatory.

2019: July 22-August 21

2020: July 20-August 18

**Item 752-D**

**Pickup & Delivery Service to Military Bases**

\$6.00 cwt

\$50.00 Minimum charge

**Item 752-E**

**Pickup & Delivery Service to a Construction Site**

\$7.50 cwt

\$85.00 Minimum charge

\$450.00 Maximum charge

**Item 752-F**

**Airport Pickup or Delivery**

**\$2.00** per cwt, subject to a **\$40.00** minimum charge.

Applies on any shipment picked up or delivered to an airport or company whose business is primarily air freight where there is a broker involved and references an airway bill number (AWB).

**Seattle Airport Including Boeing Facilities:**

Shipments going from or to the Seattle Airport, including Boeing facilities, are subject to an additional charge of **\$3.00** cwt with a minimum charge of **\$75.00**.

**Chicago O'Hare specific:**

1. 6 hour advance notice
2. \$0.03 per pound fee with a \$75.00 min and \$350 max
3. Terminal fee/OTC not offered
4. Attempt fee to be 60% of total charge, \$125 max.
5. ULD's \$140 each.
6. 30 min free wait time, \$60.00 per hour thereafter
7. Skid exchange \$10.00 per skid

**Item 752-G**

**Mall of America Pickup or Delivery**

**\$12.00** per cwt, subject to a **\$60.00** minimum charge.

Applies on any shipment picked up at or delivered to the Mall of America in Bloomington, MN.

**Item 753**

**Pickup & Delivery Service at Private Residences**

1. The provisions of this item apply when pickup or delivery is provided at private residences (including home-based businesses, apartments, estates, condominiums, townhomes, farms, boat slips, and dwellings outside of city limits) not open to the public during normal business hours and will be referred to as "residential".
2. Bill of Lading Information: The shipper should indicate on the bill of lading when residential

delivery is required and also list the name, telephone number and full address of the party to contact to arrange delivery. Consignment on the bill of lading to a residence, apartment, farm, or estate address will be considered a request for delivery under terms of this item.

3. Arrival Notice: Before tender of delivery is initially attempted, the carrier will provide the consignee with notice of arrival and reach a mutual arrangement for delivery of the shipment. The initial notice of arrival will not be subject to charges in Item 647 of this tariff.
4. The carrier will not deliver to the inside of a residence. Deliveries going to residential locations will be limited to the front or back door, garage or car port.
5. Shipments picked up by the consignee at the carrier's destination terminal no later than the first business day after notice of arrival has been given will not be subject to additional charges provided in this item.
6. Shipments picked up at or delivered to a residential location by the carrier will be assessed additional charges as follows.
  - \$7.00** cwt
  - \$80.00** Minimum Charge
  - \$450.00** Maximum Charge
7. Payment of Charges: Charges for residential delivery as provided in this item will be collected from the shipper or 3<sup>rd</sup> party if the shipment is prepaid, and from the consignee if the shipment is collect.

#### **Item 753-1**

##### **Pickup & Delivery Service at Secured & Limited Access Locations**

1. Provisions apply when pickup or delivery is provided at an apartment, camp (other than Military), golf course, detention facility, jail, prison, church, school, mall, strip mall, university, country club, estate, colony, hospital, nursing home, rectory, marina, lodging facilities without docks, or locations outside of city limits.
2. Provisions will also apply to locations not noted in section 2 above, where the entire premises is not open to the public during normal business hours and will be referred to as "limited access" or "secured".
3. Bill of Lading Information: The shipper should indicate on the bill of lading when delivery is required or requested at a secured or limited access site, and also list the name, telephone number and full address of the party to contact to arrange delivery. Consignment on the bill of lading to a secured or limited access location will be considered a request for delivery under terms of this item.
4. Arrival Notice: Before tender of delivery is initially attempted, the carrier will provide the consignee with notice of arrival and reach a mutual arrangement for delivery of the shipment.
5. Shipments picked up by the consignee at the carrier's destination terminal no later than the first business day after notice of arrival has been given will not be subject to additional charges provided in this item.
6. Shipments picked up at or delivered to a secured or limited access location by the carrier will be assessed additional charges as follows.
  - \$7.00** cwt
  - \$80.00** Minimum Charge
  - \$450.00** Maximum Charge
7. Payment of Charges: Charges for delivery to secured or limited access locations as provided in this item will be collected from the shipper or 3<sup>rd</sup> party if the shipment is prepaid, and from the consignee if the shipment is collect.



## **Item 754**

### **Pickup or Delivery Service - Saturdays, Sundays or Holidays**

1. Carriers are not obligated to pick up or deliver shipments on Saturdays, Sundays or Holidays. However, if a carrier is requested and agrees to pick up or deliver freight on Saturday, Sunday or any other day generally observed as a Holiday by the carrier at the point where the service is performed (See NOTE A), the following charges will be assessed against the party requesting the service and will be in addition to all other applicable charges:
  - a. **\$100.00** per person, per hour or fraction thereof.
  - b. **\$200.00** Minimum Charge, per person, per trailer, per day
2. The time shall be computed beginning at the time notification is given to the responsible representative of the consignor or consignee that the vehicle is available for loading or unloading at premises of the consignor or consignee, and will end at the time loading or unloading is completed and the driver is given a signed bill of lading or Delivery Receipt.
3. If the carrier is required to place or pick up an empty trailer on a Saturday, Sunday or Holiday as described in PART 1, even though the actual pickup and/or delivery of freight may occur on a day other than a Saturday, Sunday or Holiday, a charge of \$340.00 per man, per trailer, per day will be assessed against the party requesting the service.
4. If a delivery date is noted on the Bill of Lading or Shipping Order, the notation must indicate if the date is a Saturday, Sunday or Holiday Note A--When the Holiday occurs on a Saturday, the previous Friday will be considered a Holiday and when the Holiday occurs on a Sunday, the following Monday will be considered a Holiday.

## **Item 754-A**

### **Pickup & Delivery Service after Business Hours**

An additional charge of **\$100.00** per hour, per shipment, subject to a minimum charge of **\$100.00** per trailer will apply when pickup or delivery is required to be made between the hours of 6:00 pm and 6:00 am. In the absence of prepayment or guarantee of charges by consignor, charges will be collected from the consignee. Lumper fees as well as sort and segregate charges additional if required.

## **Item 756**

### **Pickup or Delivery at Self-Storage Warehouses**

1. Shipments picked up at or delivered to Self-Storage Warehouses, which are defined as warehouses or storage units to which are not operated as a general storage or distribution warehouse with loading and unloading docks and personnel available at all times during normal business hours, will be subject to the following charges in addition to all other charges applicable to the shipment:
  - \$4.00** cwt
  - \$35.00** minimum charge per shipment
  - \$350.00** maximum charge per shipment
2. Bill of Lading Requirements: On shipments requiring delivery to locations outlined in this item, the shipper must indicate on the bill of lading that the delivery address is at such a facility and must list the name, address and telephone number of the owner or other party, to contact to arrange for delivery. If sufficient information for the carrier to arrange for delivery is on the bill of lading at the time of pickup, charges as provided in Item 647 of this tariff for notification prior to delivery WILL NOT apply.
3. Refused or Non-Deliverable Shipment: If, through no fault of the carrier, the shipment cannot be delivered, it will be treated as any other shipment that is refused or non-deliverable, subject to additional charges for notification, redelivery, storage, etc.

4. Payment of Additional Charges: Charges provided in this Item must be prepaid and paid at the time of pickup on shipments picked up at locations defined in this item. When on shipments delivered to such locations, the additional charges will be collected from the consignee unless the shipper specifically indicates on the bill of lading that such charges are to be prepaid.

#### **Item 757**

##### **MIDW Guaranteed**

1. MIDW Guaranteed offers 5:00pm next day guaranteed delivery service in certain lanes. Please call your local terminal to determine if your shipment is eligible.
  - a. Request for MIDW Guaranteed must be clearly and legibly indicated on the bill of lading.
  - b. Request for pickup must be given a 2 hour window and received no later than 3:00pm local time and shipments must be ready for pickup by 5:00pm local time.
  - c. No guarantee will apply, nor will charges be waived, if the service is not properly requested at time of pickup.
2. MIDW Guaranteed carries a 20% up charge of the net linehaul charges for that shipment, subject to a minimum charge of \$40.00.
3. MIDW Guaranteed will not apply on the following:
  - a. Shipments not properly packaged or labeled
  - b. Shipments exceeding MIDW100 linear foot rule (15')
  - c. Overlength freight (12' or greater)
  - d. Limited access pickup or delivery points
  - e. Residential pickups or deliveries
  - f. Tradeshow, convention center, or exhibition halls
  - g. Food or grocery warehouses
  - h. Shipments requiring appointments
  - i. Shipments containing hazardous materials
  - j. Reconsigned shipments
  - k. Blind shipments
  - l. Holiday or weekend pickups or deliveries
  - m. Liftgate pickups deliveries
  - n. Shipments requiring sort and segregation.
  - o. Shipments that are perishable or require temperature control.
4. Limitations – Carrier will not be liable for failure to perform its MIDW Guaranteed service, or for loss, damage, or delay when delay is caused by an Act of God or Force Majeure, inclement weather, public enemies or acts of terrorism, act of public authorities, riots, strikes, act or omission of shipper, consignee, or owner of the goods, or any cause beyond Carrier's control.
5. If Carrier fails to deliver a shipment by 5:00pm on the standard delivery commitment due to no fault of Shipper or Consignee, subject to certain exclusions noted above, the freight charges, including fuel surcharge, with exception of any applicable and performed accessorial service charges for that shipment, may be cancelled, provided the payor requests cancellation of charges within 7 days of actual delivery date. Debtor shall notify carrier by calling Rate Dept at 800-741-4097 or emailing [corrections@mmeinc.com](mailto:corrections@mmeinc.com).

6. If Carrier fails to deliver a shipment by 5:00pm on the standard delivery commitment due to exceptions caused by Shipper or Consignee, the standard freight charges plus the upcharge as described in Section 2 of this Item shall be due to Carrier. Exceptions include, but are not limited to, shipments where the Shipper or Consignee delays or refuses delivery for any reason.

#### **Item 760**

##### **Security Surcharge**

Due to security delays, an additional **\$300.00** delivery charge will be applied for all shipments delivered to any United States Government buildings within Washington DC.

#### **Item 761**

##### **California Compliance Surcharge**

Shipments originating from and/or destined to the state of California will be subject to a charge of \$7.00 per shipment, in addition to all other applicable charges.

#### **Item 764**

##### **Precedence of Pricing Programs (See Note A)**

1. When on shipments for which specific pricing is applicable for the shipper, consignee and/or third party (See Note B), the applicable pricing published specifically for the account of the payer of the freight charges will apply.
2. When on prepaid third party shipments (See Note B), if there is no specific pricing published for the account of the third party, the pricing published specifically for the account of the shipper will apply if applicable.
3. When on collect shipments if there is no specific inbound pricing published for the account of the consignee, the pricing published specifically for the account of the shipper will apply if applicable and if it produces lower charges than any generally applicable pricing that may apply for the consignee.

Note A--As used in this item, "Pricing", "Pricing Program" or "Specific Pricing" means any rates (other than full class rates) or charges, discounts, allowances or other means of determining final charges, published to apply for a specific account or accounts.

Note B--If the third party payer is a Logistics Company, Consultant or similar type entity that is paying freight charges for another party, the pricing published specifically for the Logistics Company, Consultant or other entity, or for the party the represent, will apply, unless specific instructions to the contrary are received from the beneficial owner of the goods.

#### **Item 765**

##### **Precedence (Priority) of Rates--AQ, LTL and Truckload or VOL Commodity or Column Commodity**

1. A Truckload or Volume commodity or column commodity rate removes the application of an AQ or LTL commodity rate or column commodity rate only when the minimum weight requirement of the Truckload or Volume commodity rate or column commodity rate is met or charged for.
2. An LTL or AQ Commodity Column Commodity rate removes the application of an LTL or AQ Class rate on the same quantity.

## **Item 766**

### **Precedence (Priority) of Rules**

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

Where a rule in a tariff or schedule governed by this tariff covers the same matter as a rule in this tariff, such rule in the tariff or schedule governed by this tariff will apply in lieu of the rule in this tariff. A rule in this tariff covering the same matter as a rule in a tariff not published by MIDW, but in which MIDW is a participant, will apply in lieu of the rule in the tariff not published by MIDW.

## **Item 769**

### **Prepayment or Guarantee of Charges Required**

1. A shipment on which charges are to be paid by a party other than the consignor or consignee will be accepted and handled as a prepaid shipment if the consignor has established credit with the carrier picking up the shipment and guarantees to pay the charges if the third party fails to do so within the time allowed under provisions of Item 434 in this tariff.
2. If, in the judgment of the carrier picking up a shipment at the origin, the forced sale of the goods would not realize the total charges due at the destination, the shipment must be prepaid.
3. If a shipment is required by PART 2 of this item or by provisions of the NMFC to be prepaid, it will be accepted on a collect basis if the consignor has established credit with the carrier picking up the shipment and guarantees to pay the charges if the consignee fails to do so with the time allowed under provisions of Item 434 in the tariff.
4. Section 7 (the non-recourse clause) of the bill of lading contract may not be executed on shipments that are prepaid, to be paid by a third party, or on which the consignor must guarantee the charges under provisions of this item. If the Section 7 portion of the bill of lading is signed on such shipments, the signature will be considered invalid.
5. When combination of rates and/or charges is applicable combination of rates and/or charges will be computed over the specific point named or, in the case of interlined shipments, over the actual point of interchange. The shipments must be prepaid through to destination, except shipments to or from Alaska or Canada may move on a collect basis. A combination of rates or charges may not be applied when through rates or charges are applicable.
6. Freight charges must be prepaid on all shipments consigned to, or to the care of, Amusement Parks, Chautauquas, Exhibitions, Expositions, Fairs, Indian Reservations, Trade Shows or Traveling Shows.
7. All freight and accessorial charges on shipments consigned to local, County, State or Federal Government bodies or agencies must be prepaid, except when moving on Government Bills of Lading.
8. Except when on shipment to points in Alaska, Canada, Hawaii or Puerto Rico and on shipments moving on Government Bills of Lading, all freight charges for export shipments must be prepaid. Freight charges on shipments for export may move collect, but only if the shipper guarantees the charges and the bill of lading contains the name and address of the broker, agent or party from whom the charges are to be collected and the broker, agent or other party is located in the United States.

## **Item 780**

### **Prohibited or Restricted Articles**

#### Section 1--Property of Extraordinary Value:

- a) Unless otherwise provided, the following property will not be accepted for shipment, nor as premiums accompanying other articles:

Bank bills,	Carbon Black
Live Plants,	Museum exhibits or articles of antiquity (Note 4),
Hides,	Notes,
Currency, other than coin (Note 1),	Original works of art (Note 5),
Deeds,	Postage stamps,
Drafts,	Precious stones,
Hides,	Revenue stamps (Note 3),
Jewelry, other than costume or novelty jewelry,	Valuable papers of any kind
Letters, with or without stamps affixed (Note 2),	Pallet Racking
Museum exhibits or articles of antiquity (Note 4),	

- b) Except as provided in Paragraph a) and except articles subject to released value provisions of the governing classification, articles of extraordinary value, as defined below, will be accepted by MIDW for shipment subject to the following conditions: (See Note 6)
- 1) Articles tendered with an invoice value exceeding the maximum value per pound per package as stated in Item 594 will be considered to be of extraordinary value. Such articles will not be accepted for transportation unless the shipper: (a) declares the value of the articles; and (b) pays an additional charge for the excess value as calculated in Item 594-1.
  - 2) Articles inadvertently accepted with an invoice value exceeding \$10.00 per pound per package and, in the event of loss and/or damage to such shipments, Midwest Motor Express's liability will not exceed \$10.00 per pound per package, subject to a maximum liability of \$125,000.00 per shipment.

#### Section 2--Freight Liabile to Damage Other Freight or Equipment.

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

Note 1--Monetary coins will not be accepted as premiums with other articles except as authorized in NMFC Item 310.

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

Note 3--Except U.S. Internal Revenue Distilled Spirits Stamps, which will be accepted in truckload or volume shipments only.

Note 4--Except antique furniture subject to NMFC Item 100240 or numismatic exhibits subject to NMFC Item 63830.

Note 5--Except pictures or paintings subject to NMFC Items 100240 and 56165.

Note 6--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 items 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 carrier's 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.

## **Item 820**

### **Reconsignment or Diversion**

1. Conditions:
  - a. Request for reconsignment or diversion must be made in writing or confirmed in writing. The carrier will not accept disposition instructions printed on the bill of lading, shipping order, shipping label or container as authority to reship, return or recognizing a shipment.
  - b. The carrier will make a diligent effort to execute a request for reconsignment, but will not be responsible if such service is not affected. The carrier is not obligated to retrieve a shipment that is already loaded on a vehicle and ready for over the road transportation in order to honor a request for reconsignment.
  - c. Only entire shipments (not portions of shipments) may be reconsigned. If a shipper or consignee wishes to reassign a portion of a shipment to a destination or location other than that shown on the original bill of lading, the entire shipment must be reconsigned to the point of reconsignment (the carrier's terminal at which the shipment is located or enroute to when the request for reconsignment is received) and then reshipped as (2) two separate shipments.
  - d. Instructions to reassign a COD shipment will be accepted only from the consignor.
  - e. A request for reconsignment of a shipment moving on a Uniform Order Bill of Lading will not be honored unless and until the original bill of lading is surrendered for cancellation, endorsed, or exchanged.
  - f. Reassigned shipments that require marking or tagging will also be subject to provisions and charges in Item 580 of this tariff. (See NOTE A)
  - g. 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. Charges applicable for the transportation of a shipment prior to the reconsignment will not be carried forward to collect from the ultimate consignee or billed to a third party unless the ultimate consignee or the third party is the party requesting the reconsignment.
2. Definitions and charges: A request for the reconsignment or diversion of a shipment will be subject to the following charges in addition to all other applicable charges and remarking fees (See NOTE C):
  - a. Change the name only of the consignor or consignee  
**\$35.00**
  - b. Change the delivery address within the original destination city:
    - i. Prior to tender for delivery  
**\$35.00**
    - ii. After tender for delivery:  
**\$6.00** cwt  
**\$75.00** minimum charge  
**\$500.00** Maximum Charge
  - c. Change in the destination point:
    - i. Before shipment has left origin  
**\$35.00**
    - ii. After shipment has left the origin terminal:  
Published tariff rates to and from the reconsignment point, but not less than the published through rates and charges from the original point of origin to the

- ultimate destination (Except as provided in g) plus **\$35.00**.
- d. Reconsignment instructions received by the origin carrier prior to receipt of the shipment at the point of origin (See Notes A and B), subject to a charge of **\$35.00**.
  - e. Return the shipment to the shipper before leaving the origin terminal or relinquish the shipment to another carrier, the shipper or other party before leaving the origin terminal:
    - \$50.00** minimum charge
    - \$3.50** cwt
    - \$350.00** Maximum Charge
  - f. The consignor or consignee accepts the shipment at the carrier's terminal at the reconsignment point:
    - \$1.80** cwt
    - \$35.00** Minimum Charge
    - \$350.00** Maximum charge
  - g. A joint-line shipment is reconsigned before it is delivered to the delivering carrier at the origin carrier's interlining terminal and it is reconsigned to a point that would normally be served by interlining at the same terminal with the same or another carrier; or a TL or Volume shipment is reconsigned after it has left the point of origin and the reconsignment point is directly intermediate on the route over which operations are generally conducted between the point of origin and the original destination point subject to the following:
    - Applicable through rate from point or origin to the ultimate destination plus **\$35.00**.

Note A--Not applicable on shipments of cloth, fabric or piece goods as described in Item 49265 of the NMFC when reconsigned as outlined in Paragraph 2. d. above.

Note B--Upon instructions received by the originating carrier prior to receipt of a shipment at the point of origin accompanied by a through bill of lading covering the shipment, the carrier will accept the shipment when it is tendered by the party in possession of the shipment, issue a receipt therefore, and then execute the bill of lading.

Note C--When reconsignment results in the application of line-haul class rates from a reconsignment point, the exception ratings and percentage discounts published for the account of the payer of the reconsignment charges will also apply from the reconsignment point even if the exception rating and percentage discount are published to apply from a specifically named point. If there is no exception rating or percentage discount published for the payer of the reconsignment charges, a discount of 55% will apply on LTL class rates from the reconsignment points.

### **Item 830**

#### **Redelivery (See Note A)**

1. When a shipment is tendered for delivery, and through no fault of the carrier the shipment cannot be delivered, no further tenders will be made, except upon request.
2. If one or more additional tenders of the shipment are made at consignee's place, the following additional charges will apply for each additional tender:
  - \$6.00** cwt
  - \$75.00** Minimum charge
  - \$500.00** Maximum charge
3. If, in lieu of final delivery at the consignee's place, the consignee elects to accept delivery of the shipment at carrier's terminal, the following additional charges will apply:
  - \$3.50** cwt
  - \$50.00** Minimum charge
  - \$350.00** Maximum charge
4. All charges accruing under the provisions of this item must be paid, or guaranteed to the satisfaction

of the carrier, by the party requesting this service before the shipment is redelivered.

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

#### **Item 845**

##### **Reference to Tariffs, Classification or Portions Thereof**

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

#### **Item 846**

##### **Reissued Matter, Method of Denoting in Supplements**

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 within brackets. 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 855**

##### **Returned Checks**

If a check for the payment of applicable charges in connection with a shipment tendered to a carrier participating in this tariff is returned unpaid by the payer's bank, and cannot be redeposited, due to any reason not the fault of the carrier, a handling charge of **\$30.00** will be assessed against the party issuing the check. The handling charge will be in addition to all other charges applicable to the shipment.

#### **Item 860**

##### **Returned Undelivered Shipments**

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

#### **Item 870**

##### **Service Standards**

Unless otherwise specifically provided, the carriers participating in this tariff offer no guarantee of pickup, transportation or delivery of any shipment by any particular schedule, other than with reasonable dispatch, and do not offer any reduction or cancellation of freight rates, or other charges, in the event of excessive or unreasonable transit times caused by any reason.

#### **Item 883**

##### **Shipments Tendered as a Truckload (See Note A)**

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



be accepted to remove the TL application.

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

### **Item 885**

#### **Single Shipment**

Single shipments of actual weight 500 lbs or less, picked up at one time and place unaccompanied by any other shipment of any description from the same pickup site, will be subject to a charge of **\$16.00** per shipment, in addition to all other lawfully applicable charges.

### **Item 887**

#### **Sorting and Segregating (See Notes A, B and D)**

1. When the carrier is required to sort or segregate a shipment, or load a shipment on the consignee's pallets, the following charges will apply in addition to all other applicable charges (See Note C):
  - \$15.00** Minimum Charge
  - \$0.35** per piece
  - \$1.00** cwt (whichever is higher)
2. All charges provided in this item will be assessed against the party requesting the service and must be paid or guaranteed to the satisfaction of the carrier before the service is performed.
3. Provision of this rule shall not be construed as obligating the carrier to provide such service if, for any reason, the carrier finds it impracticable to provide the service.

Note A--Not applicable when provisions of Item 500 are applicable.

Note B--The carrier will provide one employee for the delivery of shipments requiring the services described herein in accordance with provisions of the rule governing pickup and delivery service.

Requests for additional employees to provide the services described herein will be subject to provisions of Item 560 in addition to the provisions and charges in this item.

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

Note D--When on shipments delivered by MIDW, the provisions of this item will apply only when the service is requested by the shipper on the bill of lading on prepaid shipments, or when requested by the consignee on prepaid or collect shipments by a signed notation on the delivery receipt that the service is requested, and will be paid for, by the consignee.

### **Item 890**

#### **Security Check by Consignor (See Note A and B)**

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

1. Driver shall not be required to assist in the unloading, auditing or reloading of the trailer except when necessary to account for the freight.
2. A charge of **\$16.00** per vehicle, per 15 minutes or fraction thereof, subject to a minimum charge of **\$64.00**, will apply for this service. The time will begin when the driver is notified that the vehicle is to be recalled and will end when the reloaded vehicle is released to the carrier.

Note A--The provisions of this rule are applicable only when the delay occurs after the consignor has signed the bill of lading or the shipment is under the full custody and control of the carrier's driver.  
Note B--Charges will be assessed against the party requesting such service irrespective of whether line-haul charges are prepaid or collect.

### **Item 891**

#### **Hydraulic Lift Gate Service**

1. Where carrier is required or requested to employ mechanical loading or unloading devices, including hydraulic lifting or lowering devices, to accomplish pickup or delivery of the goods to or from the carrier's vehicle on shipments of 110 pounds or greater. Maximum weight for liftgate services to be 2,000 pounds. Additional charges will be assessed upon the actual total weight of the shipment or shipments for which such service is rendered at one time.  
**\$4.50** cwt  
**\$65.00** minimum charge  
**\$350.00** maximum charge
2. The party for whom the service is performed, or guaranteed by the shipper shall pay the charges for this service. Carrier is not obligated to perform such service when suitable vehicles, equipped with such devices, and operators are not available. Service will only be rendered at such locations as are safe and accessible to the vehicle.

### **Item 892**

#### **Quotation of Estimated Charges**

1. When the carrier furnishes, either orally or in writing, an estimate of published tariff charges, such estimate is given on the basis of the published tariff provisions applicable on the basis of the information about the shipment made known to the carrier at the time of the estimate.
2. Estimates of freight charges are furnished as a convenience to the shipping public and represent nothing more than approximation of the freight charges and are not binding on either the carrier or the shipper.
3. Regardless of the estimate quoted by the carrier, all transportation charges on a shipment will be assessed on the basis of published tariff provisions legally in effect at the time of shipment as applicable to the actual commodity shipped and transportation and related services actually performed in connection therewith.

### **Item 900**

#### **Stop-Off for Partial Loading or Unloading of TL or Volume Shipments**

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

1. General Provisions-A shipment may be stopped for the purpose of picking up or delivering parts thereof, providing the stop-off point or points are directly intermediate to the point of final destination. (See Note A)
2. Limitations-Stop-offs for partial loading or unloading will not be permitted on shipments moving "COD", "In Bond", "Order-Notify", "Order Care of", nor on which Section 7 of the bill of lading has been executed.
3. Stop-Off Charges-
  - (a)The initial pickup stop and final delivery stop are not subject to stop-off charges.
  - (b)Each stop for partial loading or unloading will be subject to stop-off charges as follows:  
**\$150.00** per stop by MIDW

4. Line Haul Charges-Line haul charges on shipments stopped for partial loading or partial unloading will be determined on the basis of the truckload or volume minimum weight, or actual weight if greater, of the entire shipment at the truckload or volume rate or charge applicable from the point of initial origin, or from any intermediate point where the shipment is stopped for partial loading to any intermediate point where the shipment is stopped for partial unloading, or to the point of final destination, from and to which the highest charges are applicable. If the line-haul rates are based on mileage, the charges will be determined on the basis of the mileage from the point of initial origin to the final destination via the stop-off points. The greatest mileage between any point of loading and any point of unloading will determine the "initial point of origin" and the "final destination" for the purposes of applying provisions of this rule.
5. Prepayment of Charges-All charges must be prepaid or guaranteed by consignor (except on shipments moving on Government bills of lading).
6. Stop-Off Handled in Separate Vehicles-For carrier's convenience, any portion of the shipment may be picked up, transported or delivered in separate trucks and all portions of the shipment need not be transported through the stop-off point or points.
7. Shipping Instructions-
  - a) Arrangements for any stop-off service provided in this item must be made with the carrier before shipment, or any portion thereof, is tendered for transportation.
  - b) Stop-off portions must be sufficiently identifiable and segregated so as to distinguish it from other stop-off portions.
  - c) The entire shipment must be available for pickup at time of tender.
  - d) When the shipper performs the loading, he must load the shipments in the order required by the carrier.
  - e) The party or parties authorized and designated by the shipper to accept freight at a point or place or stop-off may be the same or other than the billed consignee.
  - f) The shipping order shall designate the following:
    - a. Stop-off point or points and places.
    - b. The quantities, marking and descriptions of articles to be picked up or delivered at each stop-off point and place.
    - c. The name and address of the party or parties from or to which stop-off portions are to be picked up or delivered.

Note A--If the total distance from initial origin to final destination via the stop-off point or points exceeds 115 percent of the shortest mileage from initial origin to final destination, that distance in excess of 115 percent will be charges for at the rate of \$2.90 per mile. All mileages shall be computed by use of PC Miler.

## **Item 910**

### **Storage**

When freight is held in the carrier's possession by reason of an act or omission of the consignor, consignee, owner, or for customs clearance or inspection, and through no fault of the carrier, it will be considered stored immediately and will be subject to the following provisions:

1. Undelivered Freight at the Destination Terminal-Storage charges on undelivered freight held at carrier's destination terminal will begin accruing at 8:00 am of the first business day after notice of arrival has been given, except no charges under this item will be made when delivery of the shipment is accomplished within 24 hours after such notice of arrival has been given.
2. Freight Held at the Carrier's Originating Terminal-Storage charges on freight held at the carrier's originating terminal awaiting line haul transportation or instructions will begin accruing at 8:00 am the day after freight is received by the carrier.

3. Freight Stopped in Transit-Storage charges on freight stopped in transit due to an act or omission by the consignor, consignee, or owner, will begin accruing at 8:00 am the day after such freight would have otherwise arrived at the original destination in accordance with the carrier's normal "service standards" as noted by the carrier's standard operating guide-lines. The charges will cease accruing at 8:00 am the day the freight is delivered or forwarded.
4. Freight "Trapped" at the Carrier's Delivering Terminal-For provisions applying. For provisions applying on freight "trapped" at a carrier's delivering terminal, see Item 910-1 in this tariff.
5. Delayed Delivery Instructions on the Bill of Lading: When the carrier has been given instructions at the time of shipments (such as a notation on the bill of lading) or prior to giving notice of arrival that the consignee will not accept freight for more than 24 hour period after arriving at the carrier's delivering terminal, or the bill of lading contain instruction to call more than 24 hours before delivery, storage charges will begin accruing at 8:00 am the first business day after arrival at the carrier's delivering terminal.
6. Storage Due to a Strike: In the absence of a written notice from the consignee guaranteeing the protection and safety of the carrier's employees and equipment, freight will be deemed to be undeliverable when a consignee's employees are participating in a "strike".
7. Prepayment of Charges: Charges must be prepaid or guaranteed to the satisfaction of the carrier before shipments covered by the provisions of this item will be released.
8. When Storage Charges End: Except when on freight stopped in transit, storage charges in this item will stop accruing when the carrier is enabled to deliver or transport the freight as a result of action by the consignor, consignee, owner or Customs official. Charges will not apply after 8:00 am on the day the freight is delivered or transported.
9. LTL Storage Charges: LTL freight, other than that provided for in Item 910-A, stored in the carrier's possession will be subject to storage charges as follows:
  - \$1.17** cwt per day
  - \$6.75** Minimum charge per day
  - \$37.50** Minimum charge per shipment
  - Maximum charge per day (also charge per day on TL shipments)
  - \$82.00** First day
  - \$106.00** Second day
  - \$167.00** Third day and each succeeding day
10. Truckload Storage Charges: Freight stored in the carrier's possession, which is subject to truckload, volume, exclusive use, or capacity load rates or charges, will be subject to storage charges of **\$50.00** for each 24-hour period or fraction thereof.
11. Moving Freight to a Warehouse: If undelivered freight is placed by the carrier in a warehouse at the request of the consignor, consignee or owner of the freight, the following charges, which will be in addition to all other applicable charges, will be assessed against the party requesting the placement:
  - \$3.50** cwt
  - \$50.00** Minimum charge
  - \$350.00** Maximum charge

#### **Storage or Trapped or Accumulated Shipments**

1. If MIDW and the consignee mutually agree that accumulating several shipments into one vehicle at the carrier's terminal for delivery at one time provides a more convenient and economical delivery arrangement for both parties, MIDW will accumulate shipments for a 72 hour period after the first shipment is trapped before delivery of the trailer is tendered to the consignee.
2. MIDW will notify the consignee by telephone or in writing when the first shipment is trapped and when the 72-hour period has expired and the trailer is available for delivery to the consignee.
3. Free Time: Free time will expire at 8:00 am on the first business day after notification by the carrier

that the trailer is available for delivery.

4. Storage Charges: After expiration of the free time, storage charges will be assessed against the consignee as follows:
  - a. **\$30.00** for each of the first through fourth days after free time (Saturdays, Sundays and Holidays excluded).
  - b. **\$40.00** for each of the fifth through eleventh days after free time (Saturdays, Sundays, and Holidays excluded).
  - c. **\$50.00** for the twelfth and each succeeding day after free time (Including Saturdays, Sundays and Holidays).

#### **Item 940**

##### **Terminal Areas**

Except as otherwise provided, the term “terminal area” means all points within 20 highway miles of the corporate limits of the points at which the carrier’s terminal located and which are subject to the same line haul rates as the point at which the carrier’s terminal is located.

#### **Item 959**

##### **Transfer of Lading**

1. When any shipment weighing 10,000 pounds or more or shipments subject to truckload volume, capacity load or exclusive use rates that would normally be picked up and delivered on the same vehicle that transports the shipment over the highway, considering the carrier’s normal operating procedures, cannot be picked up or delivered with the same vehicle used in transporting the shipment over the highway, and the carrier is required to transfer the shipment to a different vehicle for pickup or delivery, such shipment will be subject to additional charges of (See Note A) **\$1.45** cwt subject to a minimum charge of **\$145.00** per shipment, or per vehicle if more than one vehicle is required, for each transfer.
2. Unless the bill of lading is specifically endorsed to show prepayment of the charges in paragraph 1 they must be collected from the party requesting the service or guaranteed to the satisfaction of the carrier before the shipment is released.
3. A notation on the bill of lading that the shipment must be delivered on a vehicle different in size and/or nature than the vehicle used to transport the shipment over the highway does not eliminate the liability for the charges listed in this item.

Note A--When 90% or more of the shipment is on pallets (or other devices which permit mechanical loading or unloading) and the shipment is to be picked up or delivered in the same manner, the additional charge will be **\$0.75** per cwt, subject to a minimum charge of **\$75.00** per shipment, or per vehicle if more than one vehicle is required, for each transfer.

#### **Item 985**

##### **Vehicle Furnished, But Not Used**

1. When carrier is requested to make a pickup of an LTL shipment and the vehicle furnished is not used, through no fault of the carrier, a charge of **\$75.00** will be assessed against the party making the request.
2. When a carrier has been requested to pick up a shipment weighing 10,000 lbs. or more, or a shipment subject to truckload, volume capacity load or exclusive use rates, and the carrier has dispatched a vehicle for such purpose and, through no fault of the carrier, the vehicle is not used, the following charges will apply:
  - a. **\$75.00** if the pickup location is within the carrier’s terminal area as described in Item 940

- and the trailer is not spotted.
- b. **\$75.00** plus **\$30.00** for each 24 hour period, or fraction thereof, that the carrier's trailer is spotted at the pickup location within the carrier's terminal area as described in Item 940.
  - c. **\$2.35** per mile, subject to a minimum charge of **\$235.00** (See Note A) plus **\$30.00** for each 24-hour period, or fraction thereof, that the carrier's trailer is spotted, pickup location is outside the carrier's terminal area as described in Item 940.
3. Accrual of the charges for spotting the carrier's trailer as outlined in (b) and (c) above will begin when the trailer is spotted at the pickup location and will terminate when the vehicle will not be used.

Note A--The chargeable mileage will be the total mileage from the carrier's terminal to the consignor's pickup point and back to the carrier's terminal as determined by the use of PC Miler.

#### **Item 994**

##### **Weights - Gross Weights and Dunnage**

Section 1: Unless otherwise provided, charges shall be computed on actual gross weights, including the weight of any pallets, platforms racks, skids or other materials constituting a shipping carrier container or package. Unless specifically provided in other publications, carriers do not agree to the free return of such pallets, platforms, racks, skids or other materials to the original shipper or other party.

Section 2: Any temporary blocking, flooring or lining, racks standards, strips, stakes or similar bracing, dungaree or supports not constituting a shipping carrier, container or package or a part of the vehicle, shall be excluded from the gross weight.

Section 3: Any temporary blocking, flooring or lining, racks standards, strips, stakes or similar bracing, dunnage or support not constituting a shipping carrier container or package or a part of the vehicle when required to protect or make shipments subject to other than LTL or AQ classes or rates secure for transportation, must be furnished and installed by the shipper, except than upon request of shipper such materials will be furnished or installed by the carrier subject to the following provisions:

- 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 **\$27.00** per person per hour or fraction thereof.

Section 4: The carrier may reweigh shipments in its custody with the carrier's scales, including lift truck scales, with a manufacturer's specified tolerance of plus or minus 1%. If an error in the weight is determined the carrier will assess charges based on the corrected weight, unless the change in weight is less than 1%.

Section 5: If a carrier is assessed a fine or penalty by a regulatory agency for an overweight vehicle and the vehicle is overweight due to the shipper listing an incorrect (low) weight on the bill of lading, the amount of the fine or penalty will be charged to the shipper in addition to all other applicable charges including a charge for advancing monies as provided in Part 3 of Item 300 in this tariff.

**Item 995      APPLICATION OF FUEL SURCHARGE**

When the DOE (Department of Energy) National fuel index national average falls into one of the following categories, a fuel surcharge will added to the net charges on a single shipment.

**D.O.E Diesel Fuel Index is updated every Monday at 4:00 pm and will be effective the following Wednesday.**

<b>FUEL SURCHARGE INDEX</b>			
<b>Fuel Index</b>		<b>LTL</b>	<b>TL</b>
\$ 1.60	\$ 1.64	12.8%	17.0%
\$ 1.65	\$ 1.69	13.2%	17.2%
\$ 1.70	\$ 1.74	13.6%	17.8%
\$ 1.75	\$ 1.79	14.0%	18.0%
\$ 1.80	\$ 1.84	14.4%	18.5%
\$ 1.85	\$ 1.89	14.8%	18.8%
\$ 1.90	\$ 1.94	15.2%	19.2%
\$ 1.95	\$ 1.99	15.6%	19.6%
\$ 2.00	\$ 2.04	16.0%	20.2%
\$ 2.05	\$ 2.09	16.4%	24.6%
\$ 2.10	\$ 2.14	16.8%	25.6%
\$ 2.15	\$ 2.19	17.2%	26.5%
\$ 2.20	\$ 2.24	17.6%	27.5%
\$ 2.25	\$ 2.29	17.9%	28.3%
\$ 2.30	\$ 2.34	18.1%	29.0%
\$ 2.35	\$ 2.39	18.5%	29.8%
\$ 2.40	\$ 2.44	18.9%	30.8%
\$ 2.45	\$ 2.49	19.2%	31.5%
\$ 2.50	\$ 2.54	19.6%	32.4%
\$ 2.55	\$ 2.59	20.0%	33.3%
\$ 2.60	\$ 2.64	20.2%	33.8%
\$ 2.65	\$ 2.69	20.5%	34.6%
\$ 2.70	\$ 2.74	21.0%	35.6%
\$ 2.75	\$ 2.79	21.1%	36.0%
\$ 2.80	\$ 2.84	21.5%	36.9%
\$ 2.85	\$ 2.89	21.8%	37.5%
\$ 2.90	\$ 2.94	22.0%	38.1%
\$ 2.95	\$ 2.99	22.4%	38.9%
\$ 3.00	\$ 3.04	22.8%	39.8%
\$ 3.05	\$ 3.09	23.2%	40.6%
\$ 3.10	\$ 3.14	23.6%	41.4%
\$ 3.15	\$ 3.19	23.9%	42.2%
\$ 3.20	\$ 3.24	24.3%	42.9%
\$ 3.25	\$ 3.29	24.6%	43.7%
\$ 3.30	\$ 3.34	25.0%	44.4%
\$ 3.35	\$ 3.39	25.3%	45.1%
\$ 3.40	\$ 3.44	25.6%	45.8%
\$ 3.45	\$ 3.49	25.9%	46.4%
\$ 3.50	\$ 3.54	26.2%	47.1%
\$ 3.55	\$ 3.59	26.5%	47.7%
\$ 3.60	\$ 3.64	26.8%	48.3%
\$ 3.65	\$ 3.69	27.0%	48.9%
\$ 3.70	\$ 3.74	27.3%	49.4%
\$ 3.75	\$ 3.79	27.5%	50.0%
\$ 3.80	\$ 3.84	27.8%	50.5%
\$ 3.85	\$ 3.89	28.0%	51.0%
\$ 3.90	\$ 3.94	28.5%	52.0%
\$ 3.95	\$ 3.99	29.0%	53.0%
\$ 4.00	\$ 4.04	29.5%	54.0%
\$ 4.05	\$ 4.09	30.0%	55.0%
\$ 4.10	\$ 4.14	30.5%	56.0%
\$ 4.15	\$ 4.19	31.0%	57.0%
\$ 4.20	\$ 4.24	31.5%	58.0%
\$ 4.25	\$ 4.29	32.0%	59.0%
\$ 4.30	\$ 4.34	32.5%	60.0%
\$ 4.35	\$ 4.39	33.0%	61.0%
\$ 4.40	\$ 4.44	33.5%	62.0%
\$ 4.45	\$ 4.49	34.0%	63.0%
\$ 4.50	\$ 4.54	34.5%	64.0%
\$ 4.55	\$ 4.59	35.0%	65.0%

**TL** - Shipments rated per truckload, per vehicle, per van, or per container;  
 Shipments that weigh or are rated at weights of 10,000 lbs. or more;  
 Shipments considered a capacity load or moving under exclusive use rates.

**Note A** - For each 5 cent increase in the Fuel Surcharge Index above \$4.59, increase the LTL surcharge by 0.5% and the TL surcharge by 1.0%.