



MC# 181180

TARIFF ATI 100
Motor Carrier

Rules and Regulations
&
Accessorial Charges

Applies to Local and Joint Traffic For Intrastate, Interstate, and Foreign Commerce

AMADO TRUCKING INC

RULES AND REGULATIONS
&
ACCESSORIAL CHARGES

TARIFF ATI 100

These rules and regulations and accessorial charges contained herein apply on all freight tendered to Amado Trucking Inc (Carrier) unless otherwise stated in writing and found within individual customer contracts. These provisions apply on all equipment and services provided by Carrier once freight is tendered by the customer and accepted for transport by Carrier.

These rules and regulations support the efficient pickup and delivery of freight. Every reasonable effort will be made to communicate with either consignors or consignees when delays may result in additional charges but failure to do so does not preclude assessment of all applicable charges.

Please note that these provisions may be revised as operational and economic conditions change occurs in the market. All services and fees contained in an individual customer's tariff on contract in effect at time of shipment shall take precedence over this tariff.

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ITEM 110 DRIVER ASSIST (LOADING & UNLOADING) CHARGES:

Charges of **\$35 per hour** subject to a minimum charge of **\$115.00** will be assessed when Carrier, or its agent, performs the loading or unloading of any product from carrier's trailer including the tailgating of product.

ITEM 120 DETENTION CHARGES – TRUCKS:

Carrier will proactively communicate with shipper and consignee as loading and unloading delays are encountered. This item applies when driver and equipment are delayed through no fault of the carrier, on the premises of the consignor, consignee, or other area as designated by them.

- 1) **Free time for loading or unloading will be (2) hours for TL and 30 min.** for LTL, based upon carrier arrival at the shipper or at the destination.
- 2) Free time will commence at specific appointment time provided Carrier is available at that time for the purpose of loading or unloading. If Carrier arrives prior to the appointment time, free time will commence when loading or unloading begins, but no later than the specific appointment time established. If driver arrives after appointment, detention will not begin until the time the consignee has begun loading or unloading the trailer.
- 3) If no specific pickup or delivery time has been established, free time will commence at the time Carrier notifies the consignor or consignee of its' availability to begin loading or unloading.
- 4) Upon the expiration of free time, detention will be assessed at a **rate of \$75 per hour or fraction thereof. Maximum daily detention will be \$600 per 24-hour period.**

ITEM 130 DETENTION CHARGES - TRAILERS IN UNITED STATES (US):

Carrier will enter into specific arrangements with a consignor or consignee for placement of trailers for loading and unloading purposes based upon the mutual benefit of both parties. Carrier will drop trailers at their earliest convenience in a designated location as instructed by the customer. Free time of three (3) calendar days starting with the day trailer is delivered but excluding the first weekend, is allowed for loading or unloading purposes. After the expiration of free time, the daily charge per spotted trailer will be **\$50 per calendar day.**

ITEM 140 DETENTION CHARGES - TRAILERS IN MEXICO (MX):

Carrier will allow trailers to enter into Mexico crossing at specific border locations for loading and unloading purposes by a consignor or consignee. Free time will be calculated based upon the calendar day trailer crosses the border. After the expiration of stated free time, the **daily charge per trailer is \$50 per calendar day** up to and including the day trailer re-enters back into the US.

Allowable free time is as follows:

- 1) Within 200 miles of crossing location: (3) free days
- 2) 201 to 500 miles of crossing location: (7) free days
- 3) 501 or more miles of crossing location: (10) free days

ITEM 150 DETENTION CHARGES - TRAILERS FOR INTERMODAL:

Carrier will allow consignor or consignee to hold shipments at Carrier facilities at destination rail ramp before assessing detention charges. Free time will be calculated based upon the calendar day trailer de-ramps at ramps at railroad yard for a total of (3) calendar days. After the expiration of free time, the **daily charge per trailer will be \$100 per calendar day** up to and including the day the shipment is delivered at its ultimate destination

ITEM 160 CLAIMS:

Any claims for transit damage to product on shipments handled by Carrier are subject to a **minimum claim amount of \$250 per shipment**. All other claims for amounts less than \$ 250 per shipment are automatically disallowed by Carrier. **Loss and damage** claims must be filed with Carrier in writing within (9) months from date of shipment. Carrier must be notified within (15) days of delivery date unless delivering bill of lading is properly noted of potential loss or damage.

Overcharge and duplicate payment claims must be filed in writing and submitted to the Carrier within (180) days from date of the original freight bill.

Payment without offset: consignor and/or consignee shall pay all freight claims when due without offset for any cause, included but not limited to, cargo claims. All claims for loss or damage shall be governed by this Circular and neither consignor or consignee shall deprive carrier of proper cargo insurance adjustment by unilateral deduction of claims from payment of freight charges due.

ITEM 170 DIVERSION AND RECONSIGNMENT:

Upon written or electronically submitted request of party responsible for payment of freight charges (consignee or consignor), Carrier will, with reasonable dispatch, redeliver any shipment subject to **charges of \$250 plus \$1.40 per mile** as calculated from the original destination address to point of ultimate shipment delivery. These charges are in addition to initial freight charges based upon shipment charges from the original origin and destination as was listed on the original bill of lading.

ITEM 180 RETURNED, REFUSED OR UNDELIVERED SHIPMENTS:

If for any reason beyond Carrier's control, shipments are refused or not unloaded at destination after tendering freight to the consignee, Carrier will await new delivery instructions in writing or electronically submitted from the consignor or consignee. Additional charges will be assessed at a rate of **\$ 1.40 per mile subject to a minimum charge of \$650 plus all applicable detention charges**. All mileages are calculated from original delivery point to ultimate delivery address as instructed by consignor or the consignee based upon Carrier's applicable mileage tariff.

ITEM 190 STOP OFFS – PARTIALLY LOAD OR UNLOAD PRODUCT:

Shipments moving at truckload rates, tendered on one bill of lading from one consignor, at one point of origin, at one time, consigned to one consignee at one destination may be stopped in transit at any point or place for the purpose of partial loading and/or unloading. However all shipments requiring multiple pickups must be fully prepaid by the shipper or for shipments involving multiple pickups consigned to a single consignee, the charges must be fully paid by the consignee.

ITEM 200 SCALING- REWEIGHING FEES:

When Carrier is requested to scale prior to loading, after loading or when unloading, a fee of **\$25 per scale** will be billed to party requesting such services.

ITEM 210 STORAGE:

Per written or electronically submitted instructions from the consignor or consignee, a loaded trailer will be placed in storage, subject to the following terms and conditions:

- 1) A charge of **\$75 per trailer per calendar day for each loaded trailer** held at destination or at Carrier terminal will apply starting with 1st calendar day following attempted delivery.
- 2) Carrier's liability will become that of a common warehouseman without liability for the cargo once trailer is placed into storage status. During storage, Carrier is not responsible for safeguarding shipment unless said trailer is detained at Carriers' facilities.
- 3) If disposition is not furnished by consignor or consignee within (12) hours of arrival at destination, it shall be carrier's option to place shipment in a public warehouse at owner's expense. Additional charges of **\$1.40 per mile** from the original billed destination to the city where the warehouse is located will be assessed in addition to all other applicable charges, subject to a **minimum charge of \$650**.

ITEM 220 VEHICLE FURNISHED BUT NOT USED:

When Carrier is requested to dispatch a vehicle to a point of origin designated by the consignor, consignee, or other designated party, and such vehicle is furnished but is not used due to no fault of the carrier, a charge of **\$1.40 per mile**, subject to a **minimum charge of \$250**, will apply for the actual distance traveled from nearest Carrier's terminal or from original point of dispatch to the designated point of origin but **not more than \$500 per occurrence**.

ITEM 230 WEIGHTS – MAXIMUM AND EXCESS:

Shipments will not be accepted when the weight of such shipment in conjunction with the weight of the load carrying equipment exceeds the legal gross weight allowed by any state within or through which service is requested.

- 1) When Carrier's vehicle has been loaded beyond its legal capacity and it is necessary to unload, reload or otherwise re-handle a shipment or any portion thereof to make it legal for highway transportation and, after Carrier has left original shipping point, the consignor is responsible for **additional charges of \$250 per shipment plus all applicable overweight fines** assessed against the Carrier until corrected.

ITEM 240 VEHICLE LAYOVER:

In the event the consignor is unable to load or consignee is unable to unload a shipment during usual and customary receiving hours through no fault of the Carrier and, as a result, Carrier is required to layover, charges will be assessed for every calendar day or fraction thereof until shipment is tendered or delivered at final destination at the following charges:

Single Driver: \$650 per calendar day
Team Service: \$1000 per calendar day

ITEM 250 MILEAGE GOVERNING PUBLICATIONS:

Except as otherwise provided, all mileages will be determined utilizing the most current version of Household Goods Bureau Mileage Guide as defined in **PC Miler** "practical route" miles.

ITEM 260 FUEL SURCHARGE:

Except as otherwise provided, all contracts and rate schedules applicable to line haul rates are subject to a fuel surcharge as provided under provisions contained in fuel surcharge table ATHI 1000.

ITEM 270 BLIND SHIPMENTS:

All shipments tendered for delivery for a 3rd party for consignor or consignee at time of dispatch are considered "**Blind Shipments**" and are subject to additional charges of **\$50 per occurrence**.

ITEM 280 WEEKEND AND HOLIDAY SERVICE:

Carrier will provide weekend and holiday service as required by the consignor or consignee as request is made known to Carrier at time of load tender. **Additional charges of \$250 per shipment** above all applicable line haul charges will be assessed per request.

ITEM 290 CUSTOMER REQUEST FOR ADDITIONAL CAPACITY:

At Carrier's option, consignor can request and Carrier will supply additional capacity for outbound loads. Additional charges of **\$1.40 per mile subject to a minimum charge of \$250** will be assessed from vehicle point of dispatch to the ultimate origin of shipment plus all applicable line haul charges

ITEM 300 EXPEDITED SERVICE:

Expedited time sensitive pickup and delivery service is available from Carrier. Any expedited service request must be received in writing or electronically submitted prior to dispatch. Carrier will assess charges of **\$.50 per mile** in addition to all applicable line haul rates and charges.

ITEM 310 CUSTOM BOND SHIPMENTS:

All shipments covered under Carriers' U.S. Customs Bond are assessed a fee of **\$100 per bill of lading** in addition to all applicable line haul rates and charges.

ITEM 320 LUMPER CHARGES OE FEES ADVANCED

All fees for lumper service at destination are the responsibility of the consignor or consignee. Carrier will make best effort to notify the consignor as soon as possible of such request for lumper service. Any request for copies of receipts for lumper services will be **assessed a \$25 administrative fee per occurrence** and added to all applicable line haul rates and changes. Furthermore a \$25.00 fee will apply to any other fees advanced on behalf of the customer, up to \$500.00. A charge of 5% of the advanced amount will be charged for advances over \$500.00.

ITEM 330 FREIGHT CHARGES:

The party designated on the original bill of lading is responsible for payment of all applicable charges including line haul rates plus all additional accessorial charges that apply based on actual services required by Carrier in the pickup and delivery of said shipment

ITEM 340 INTERMODAL EQUIPMENT INSURANCE - (MEXICO)

Carrier assumes no liability for Interchange Equipment Loss or damage that occurs while traveling in Mexico. However, equipment insurance can be made available on a per shipment basis if requested in advance in writing or electronically and all applicable charges for the Mexican Insurance are agreed upon.

ITEM 350 CARGO LIABILITY – (US):

Except as otherwise provided, Carrier's liability for loss of or damage to all or any part of a shipment is **limited to a maximum of \$100,000.00** per truckload shipment, or \$2.50 per pound, whichever is the lesser.

- 1) Consignor, consignee, or 3rd Party may extend Carrier's liability for loss and/or damage to any shipment beyond \$100,000.00 by requesting in writing or electronically submitted with Carrier agreeing to excess cargo liability coverage prior to the time shipment is tendered to Carrier for transport.

ITEM 360 CARGO LIABILITY – (MEXICO):

Carrier assumes **no liability for cargo** loss or damage that occurs while shipment is in Mexico. However, cargo insurance can be made available on a per shipment basis if requested in advance in writing or electronically and all applicable charges for the Mexican insurance are agreed upon.

ITEM 370 CREDIT TERMS:

All charges must be paid **within fifteen (15) days from the date of delivery** of the shipment. If payment is not received on time, interest charges may be applied

ITEM 380 RELOCATION OF TRAILERS:

Based upon the written or electronically submitted request of the consignor or consignee, Carrier will make its best effort to relocate trailers within Mexico. Every relocated trailer will be assessed a **charge of \$300 per request.**

ITEM 390 MINIMUM CHARGE PER SHIPMENT:

Except as otherwise provided, all provisions, rates, charges, tariffs and contracts referencing this tariff will be subject to a **per shipment minimum charge of \$850.00.**

ITEM 400 PROOF OF DELIVERY:

A copy of the signed bill of lading will be furnished with the original invoice. Any additional documents requested from the Shipper, Consignee, or 3rd party may be provided for an **administrative fee of \$25 per request.**

ITEM 410 PALLET EXCHANGE:

Except as otherwise provided, shipments requiring pallet exchange are subject to an **additional charge of \$250 per trailer.**

ITEM 420 BILL OF LADING:

Common carriage shipments are governed by contract terms and conditions of the “Uniform Straight Bill of Lading (non-negotiable)” as well as applicable mandatory law regarding common carriage except to the extent these laws contradict or conflict with this document.

Pre-printed and/or standardized shipper’s bills of lading or other shipping documents shall be inapplicable to contract carriage to the extent they contradict or conflict with these terms and conditions.

A shipping receipt, bill of lading or comparable document must be issued for each shipment but the absence or loss of such document does not relieve either party from its obligations or responsibilities.

ITEM 430 PACKAGING AND LOADING OF PRODUCT:

Shipper or shipper’s agent must tender freight for transportation packaged and loaded in an appropriate manner acceptable to the Carrier for the mode of transportation. Carrier reserves the right to reject or refuse the tender of any shipment that, in the judgment of the Carrier, is packaged or loaded in such a manner that the shipment cannot be transported safely from from origin to destination and deliver in a damaged free condition.

ITEM 440 EXTRAORDINARY EXPENSES:

As may be required with shipments in-transit by Federal, State, or Municipal regulations and law or for specific requests per the instructions of the consignor or consignee, all extraordinary expenses such as special permits, tolls, fees, phone calls, etc. will be billed as additional expenses and are the responsibility of the party paying for all standard line haul rates and charges.

ITEM 450 LEGAL AND BINDING RATE:

Only specific rate schedules published for the benefit of individual customers apply on freight tendered by consignor and accepted by the Carrier. Rates applying on shipments not covered by Carrier’ issued rate schedules but verbally agreed to by party tendering freight to the Carrier is legal and binding to both parties. Carrier reserves the right to request these rates be confirmed in writing or electronically submitted before dispatching trucks to pickup freight.

ITEM 460 CONTAINER PER DIEM:

Carrier will be allowed 48 hours from the time a container is secured from the dock or rail ramp to deliver the container to the consignees door, provided the delivery is within 650 miles of the dock or ramp. Furthermore the carrier will have 48 hours after the empty is released to return the container to the dock or ramp. Any delays by the consignor, consignee, or any interested 3rd. Party that denies the carrier the free time described herein will automatically be assigned to the account of the consignor, consignee, or interested 3rd. Party.



	ITEM 500: ACCESSORIAL CHARGE	RATE
	Advanced fees: SEE ITEM 270	
	After hours pick up or delivery by request	\$125.00
	Attempt to Pickup or Deliver	\$75.00
	Collect On Delivery < \$ 2500.00	\$25.00
	Collect On Delivery > \$2500.00	\$50.00
	Container/Trailer – Load or Unload, 20' Floor Loaded	\$175.00
	Container/Trailer – Load or Unload, 40' – 53 Floor Loaded	\$350.00
	Container/Trailer – Unload or Load Palletized	\$125.00
	Container Dray and Transload – Palletized, 20' and 40'	\$150.00
	Container Dray and Transload – Floor Loaded 20'	\$400.00
	Container Dray and Transload – Floor Loaded 40'	\$450.00
	Cross Dock Fee Per CWT	\$2.50
	Detention – Trailers with no power unit, per hour	\$10.00
	Detention – Trailers with no power unit, per day	\$50.00
	Detention – Trailers with no power unit, per month	\$550.00
	Detention – Trailers with power unit, per hour: SEE ITEM 115	
	Dimensional Weight Factor (Cubic inches per pound)	194
	Equipment Damage Charges, Cost Plus	10%
	Equipment Ordered (Truck Ordered) but not used: SEE ITEM 180	
	Excess Value (Declared Value), per \$100.00 of excess value	\$0.50
	Forklift Fees (CFS) Cost plus	\$10.00
	Hazardous Material Surcharge	\$75.00
	Hotel, Mall, Church, School or Military Dock Pickup or Delivery	\$50.00
	Hotel, Mall, Church, School or Military Inside Pickup or Delivery	\$125.00
	In-Bond Clearance	\$20.00
	In-Bond I.T. or T&E Preparation	\$85.00
	Labeling, Each	\$0.25
	Lift Gate	\$35.00
	Loading and Unloading, Driver Assist, Per Hour with a \$50.00 min.	\$40.00
	Out of Route Miles for Diversion, Attempt, or Equipment Ordered not used, per mile	\$2.00
	Pallet Exchange, Per Pallet	\$1.00
	Palletize and Shrink Wrap	\$12.50
	Palletize and Shrink Wrap, Export Pallet	\$14.00
	Pallets Only (each)	\$8.00
	Pallets Only, Export (each)	\$10.00
	Re-consignment or Diversion	\$75.00
	Residential Pickup/Delivery	\$50.00
	Residential Pickup or Delivery, Two Man, Per Hour (\$75.00 minimum)	\$75.00
	Scale Ticket	\$25.00
	Scale Ticket Re-weigh	\$25.00
	Sort and Segregate, Per Carton	\$0.25
	Special Services – Empty Miles at Shipper's Convenience (per mile)	\$1.75
	Split Equipment Pick-up or Drop Container/Chassis	\$75.00
	Stop-Offs	\$75.00
	Truckload Stop Charge, In-route	\$75.00
	Waiting Time, Per Hour or Fraction Thereof	\$55.00



Percentage of operational cost, per mile at Bench Mark fuel cost: 25%
 Bench Mark Cost: from \$1.20 to \$1.25

Find Actual Cost PerGallon		Increase In Cost %		Truckload Per Mile
		FSC		
From	To	Truckload Per Mile	LTL	Truckload Per Mile
1.26	1.30	1.00%	0.7%	0.1
1.31	1.35	2.00%	1.4%	0.2
1.36	1.40	3.00%	2.1%	0.3
1.41	1.45	4.00%	2.8%	0.4
1.46	1.50	5.00%	3.4%	0.5
1.51	1.55	6.00%	4.1%	0.6
1.56	1.60	7.00%	4.8%	0.7
1.61	1.65	8.00%	5.5%	0.8
1.66	1.70	9.00%	6.2%	0.9
1.71	1.75	10.00%	6.9%	0.10
1.76	1.80	11.00%	7.6%	0.11
1.81	1.85	12.00%	8.3%	0.12
1.86	1.90	13.00%	8.9%	0.13
1.91	1.95	14.00%	9.6%	0.14
1.96	2.00	15.00%	10.3%	0.15
2.01	2.05	16.00%	11.0%	0.16
2.06	2.10	17.00%	11.7%	0.17
2.11	2.15	18.00%	12.4%	0.18
2.16	2.20	19.00%	13.1%	0.19
2.21	2.25	20.00%	13.8%	0.20
2.26	2.30	21.00%	14.4%	0.21
2.31	2.35	22.00%	15.1%	0.22
2.36	2.40	23.00%	15.8%	0.23
2.41	2.45	24.00%	16.5%	0.24
2.46	2.50	25.00%	17.2%	0.25
2.51	2.55	26.00%	17.9%	0.26
2.56	2.60	27.00%	18.6%	0.27
2.61	2.65	28.00%	19.3%	0.28
2.66	2.70	29.00%	19.9%	0.29
2.71	2.75	30.00%	20.6%	0.30
2.76	2.80	31.00%	21.3%	0.31
2.81	2.85	32.00%	22.0%	0.32
2.86	2.90	33.00%	22.7%	0.33
2.91	2.95	34.00%	23.4%	0.34
2.96	3.00	35.00%	24.1%	0.35
3.01	3.05	36.00%	24.8%	0.36
3.06	3.10	37.00%	25.4%	0.37
3.11	3.15	38.00%	26.1%	0.38
3.16	3.20	39.00%	26.8%	0.39
3.21	3.25	40.00%	27.5%	0.40
3.26	3.30	41.00%	28.2%	0.41
3.31	3.35	42.00%	28.9%	0.42
3.36	3.40	43.00%	29.6%	0.43
3.41	3.45	44.00%	30.3%	0.44
3.46	3.50	45.00%	30.9%	0.45
3.51	3.55	46.00%	31.6%	0.46
3.56	3.60	47.00%	32.3%	0.47
3.61	3.65	48.00%	33.0%	0.48
3.66	3.70	49.00%	33.7%	0.49
3.71	3.75	50.00%	34.4%	0.50
3.76	3.80	51.00%	35.1%	0.51
3.81	3.85	52.00%	35.8%	0.52
3.86	3.90	53.00%	36.4%	0.53
3.91	3.95	54.00%	37.1%	0.54
3.96	4.00	55.00%	37.8%	0.55
4.01	4.05	56.00%	38.5%	0.56
4.06	4.10	57.00%	39.2%	0.57
4.11	4.15	58.00%	39.9%	0.58
4.16	4.20	59.00%	40.6%	0.59
4.21	4.25	60.00%	41.3%	0.60



Percentage of operational cost, per mile at Bench Mark fuel cost: 25%
 Bench Mark Cost: from \$1.20 to \$1.25

Find Actual Cost PerGallon		Increase In Cost %		
		FSC		
From	To	Truckload Per Mile	LTL	Truckload Per Mile
1.26	1.30	1.00%	0.7%	0.1
1.31	1.35	2.00%	1.4%	0.2
1.36	1.40	3.00%	2.1%	0.3
1.41	1.45	4.00%	2.8%	0.4
1.46	1.50	5.00%	3.4%	0.5
1.51	1.55	6.00%	4.1%	0.6
1.56	1.60	7.00%	4.8%	0.7
1.61	1.65	8.00%	5.5%	0.8
1.66	1.70	9.00%	6.2%	0.9
4.26	4.30	61.00%	41.9%	0.61
4.31	4.35	62.00%	42.6%	0.62
4.36	4.40	63.00%	43.3%	0.63
4.41	4.45	64.00%	44.0%	0.64
4.46	4.50	65.00%	44.7%	0.65
4.51	4.55	66.00%	45.4%	0.66
4.56	4.60	67.00%	46.1%	0.67
4.61	4.65	68.00%	46.8%	0.68
4.66	4.70	69.00%	47.4%	0.69
4.71	4.75	70.00%	48.1%	0.70
4.76	4.80	71.00%	48.8%	0.71
4.81	4.85	72.00%	49.5%	0.72
4.86	4.90	73.00%	50.2%	0.73
4.91	4.95	74.00%	50.9%	0.74
4.96	5.00	75.00%	51.6%	0.75