

## **ITEM 600 - Detention of Vehicle with Power**

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

### **1. GENERAL PROVISIONS**

*This item applies only to vehicles which have been ordered or used to transport shipments and only when the delay or detention is not attributable to the Carrier.*

- a. Free time and detention charges for each vehicle will be as provided in PART 3 of this item.*
- b. The charges provided in this item will be assessed against the Payor of the freight charges unless payment has been guaranteed to the satisfaction of the Carrier by the consignor, consignee or a third party. When there is more than one Payor, charges will be prorated based on the weight of each individual shipment.*
- c. Nothing in this item shall require Carrier to pick up or deliver freight at hours other than the Carrier's normal business hours. This shall not be construed to restrict Carrier's ability to pick up or deliver shipments at times other than its normal business hours.*

### **2. COMPUTATION OF TIME**

- a. The beginning and ending times shall be entered into the Carrier's hand-held driver log device by the Carrier's employee and shall be binding on each party.*
- b. Computation of free time will begin when the Carrier's employee notifies a responsible representative of the consignor or consignee at the premises of pickup or delivery that the vehicle is available for loading or unloading. The time for each vehicle will end when loading or unloading is completed and the consignor or its representative, in the case of loading, furnishes the Carrier's employee a signed Bill of Lading or other documents necessary for forwarding the shipment, or, in the case of unloading, the consignee or its representative furnishes the Carrier's employee with a signed Delivery Receipt.*
- c. Computations of time are subject to and are to be made within the normal business*

*hours at the place of pickup or delivery. If the Carrier's employee is permitted to work beyond this period, such working time shall also be included.*

- d. When loading or unloading is not completed at the end of normal business hours, the consignor or consignee, or its representative, shall have the option to request that the vehicle remain at its premises without power or to request that the vehicle with power be returned to the Carrier's terminal subject to the following:*
  - i. If the vehicle with power is changed to a vehicle without power before expiration of the free time for a vehicle with power, free time will cease immediately at the time the request is made and detention charges for a vehicle without power will begin immediately with no further free time allowed.*
  - ii. If the change to a vehicle without power is requested and made after expiration of free time for a vehicle with power, the vehicle will be subject to accrued charges for detention with power, if any, and charges for detention of a vehicle without power will begin to accrue immediately with no further free time allowed.*
  - iii. If the consignor or consignee requests that the vehicle be returned to the Carrier's terminal, computation of any remaining free time will cease at the time of the request. That portion of the shipment in the Carrier's possession will be subject to storage charges as provided in Item 1010 of this Tariff. When the vehicle is returned to the consignor's or consignee's premises, computation of any free time will resume. That portion of a shipment that is redelivered to a consignee will be subject to redelivery charges as provided in Item 930 of this Tariff.*
- e. If the consignee cannot guarantee that physical unloading will commence within 30 minutes of the time that the Carrier's employee advises the consignee that the shipment(s) is (are) available for delivery, the Carrier may consider the shipment(s) refused through no fault of the Carrier and the shipments will then become subject to redelivery, and, if applicable, storage charges.*

### **3. FREE TIME and DETENTION CHARGES**

- a. When the loading or unloading is delayed beyond the free time shown below, a charge of \$25.00 per vehicle for each 15 minutes or fraction thereof.
- b. Free time for loading or unloading shall be determined as follows:

**When actual weight per loose shipment per vehicle is:**                      **Free time will be:**

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Less than 2,500	30 minutes
2,500 but less than 5,000	45 minutes
5,000 but less than 7,500	60 minutes
7,500 but less than 10,000	90 minutes
10,000 but less than 20,000	90 minutes
20,000 lbs. or more	120 minutes

**When actual weight per palletize shipment per vehicle is:**                      **Free time will be:**

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Less than 2,500	15 minutes
2,500 but less than 5,000	30 minutes
5,000 but less than 7,500	45 minutes
7,500 but less than 10,000	60 minutes
10,000 but less than 20,000	90 minutes

*20,000 lbs. or more*

*120 minutes*

- c. When multiple shipments are received from one consignor or delivered to one consignee at one time in one vehicle, free time shall be computed on the aggregate weight received or delivered.*