

**LAND SPAN, INC.**

**MC-163573**

## **RULES AND REGULATIONS**

**Rules and regulations shown herein apply in connection with Tariffs and Contracts making specific reference to LSPN 100-B, except to the extent that such Tariffs and Contracts contain specific provisions which differ from those published herein.**

**This publication cancels LSPN 100-A in full.**

<b>Effective: October 1, 2003</b>
<b>Issued by: Sharon Pasinetti, Director of Pricing– PO Box 95007– Lakeland FL 33804-5007</b>

## LAND SPAN, INC.

All of the pages in this tariff are listed consecutively by page number and revision number. The pages of the tariff, and any applicable supplements to the tariff listed on this page, bear effective dates, which are the same as, or are prior to, the effective date of this page. "0" in the revision column indicates an original page. "\*" preceding the revision number indicates issued the same date as this page.

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1	*18	13-A	0
2	6	14	3
3	0	15	2
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5	0	17	*2
6	0	18	*1
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8	1	20	4
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11	1		
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**Effective: May 19, 2010**

**Issued by: Sharon Pasinetti, Director of Pricing—PO Box 95007—Lakeland FL 33804-5007**

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**Issued by: Sharon Pasinetti, Director of Pricing—PO Box 95007—Lakeland FL 33804-5007**

**LAND SPAN, INC.**

**EXPLANATION OF ABBREVIATIONS**

NY	New York
No.	Number

**Effective: October 1, 2003**

**Issued by: Sharon Pasinetti, Director of Pricing—PO Box 95007—Lakeland FL 33804-5007**

**LAND SPAN, INC.**Item 10**CONGESTION CHARGE**

A charge of **\$500.00** will be added to any shipment with a stop-off in transit (whether for partial loading or partial unloading), with a final destination or with an origin in NY Zip Codes 110-119. This charge is in addition to all other line haul and accessorial charges applicable to the shipment.

Item 15**BILL OF LADING**

Signature of Carrier's driver on Shipper's Uniform Straight Bill of Lading is merely a receipt for Shipper's goods and will not obligate Carrier to any terms of Shipper's Bill of Lading. All shipments moving under the rules, rates and charges of this tariff, tariffs governed by this tariff, and Contract Agreement are subject to this Item.

Item 20**MAXIMUM WEIGHT LOADS**

Shipments weight less than the maximum weight provided, which fully utilizes the loading space of the vehicle, will be charged for at the rate or rates provided.

Shipments exceeding the maximum weight provided will be charged as follows:

For each 500 pounds or fraction thereof that shipment is over the maximum weight, an additional one (1) cent per mile will be added to the line haul rate.

**Effective: September 19, 2007**

**Issued by: Sharon Pasinetti, Director of Pricing—PO Box 95007—Lakeland FL 33804-5007**

**LAND SPAN, INC.**Item 25**OVERCHARGE AND DUPLICATE PAYMENT CLAIMS**

A claim for overcharge or duplicate payment will not be paid unless filed in writing with the Carrier. Claims for overcharge or duplicate payment will be accompanied by sufficient information to allow the Carrier to conduct an investigation and pay or decline the claim. All claims for overcharge or duplicate payment must be filed within one hundred eighty (180) days of the freight bill date.

The original freight bill shall accompany claims for overcharge. Additional information may include, but is not limited to, the following:

- (a) Complete tariff authority for the rate claimed,
- (b) Freight bill payment information,
- (c) Other documents which are believed by claimant to substantiate its' claim.

Carrier shall accept copies instead of the original documents required to be submitted as shown above when claimant indemnified Carrier for subsequent duplicate claims which might be filed and supported by the original documents.

Upon receipt of a claim, Carrier will promptly initiate an investigation and establish a file. Carrier will assign a successive claim number and note that number on all documents filed in support of the claim, and on all records and correspondence with respect to the claim.

**Effective: October 1, 2003**

**Issued by: Sharon Pasinetti, Director of Pricing—PO Box 95007—Lakeland FL 33804-5007**

**LAND SPAN, INC.**Item 30**EXCLUSIVE USE OF VEHICLE**

Except as provided below, no shipment is entitled to the Exclusive Use of Vehicle in which it is to be transported. The Carrier has control of the vehicle and the unrestricted right to:

- (1) Select the vehicle or vehicles for the transportation of a shipment,
- (2) Transfer the shipment to other vehicles.

Upon demand (by the Consignor or Consignee), the Exclusive Use of Vehicle will be assigned to the transportation of a shipment subject to the following conditions:

- (1) The order must be in writing, attached and referred to or inserted in the Bill of Lading in this format:
  - ◆ Exclusive Use of the Vehicle Requested
  - ◆ Seal number (if any) \_\_\_\_\_ applied
  - ◆ Charges are agreed to and will be paid or guaranteed by \_\_\_\_\_.
- (2) The vehicle will be devoted exclusively to the transportation of the shipment, without transfer of lading and without breaking of seal, if any has been applied.
- (3) The charge will be 110% of the applicable truckload rate.
- (4) The freight bill issued for a shipment moving under this rule and for which the Bill of Lading has been properly endorsed must carry a statement to the effect that the proper endorsement has been showing Bill of Lading and/or Shipping Order.

**Effective: October 1, 2003**

**Issued by: Sharon Pasinetti, Director of Pricing—PO Box 95007—Lakeland FL 33804-5007**

**LAND SPAN, INC.**Item 35**DETENTION OF VEHICLES WITH POWER UNITS**

The detention of Carrier's vehicle, through no fault of the Carrier, at premises of shipper or consignee or other party entitled to ship or receive the freight, after tender for pick-up or delivery at a requested time, if specified, on any regular business day will be subject to the following provisions:

- (1) Notice of Arrival  
The carrier, upon arrival at place of loading or unloading, will notify the party who is to ship or receive the freight that the vehicle is waiting for the freight to be loaded or unloaded.
- (2) Computation of Time
  - (a) Subject to (b) below, time consumed in loading or unloading shall be computed from the time notice of arrival is given, until loading or unloading has been completed and the vehicle has been released.
- (3) Free time  
No detention charge will be made for the first two (2) hours following notice of arrival as specified in (1) above.
- (4) Detention Charge
  - (a) If loading or unloading has not been completed within the specified free time above, a charge of \$75.00 per hour, or fraction thereof, will be made for the time vehicle is held in excess of free time in (3) above. If chargeable detention has already begun, the specified detention charge will be made for Saturdays, Sundays and legal holidays (See NOTE A).
  - (b) Detention charges due the carrier under provision of this Item shall be paid by the shipper or consignee, or other party entitled to ship or receive the freight, whichever causes the delay, irrespective of the responsibility for payment of freight charges or other charges.

Item 35 is continued on Page 8

**Effective: April 12, 2006**

**Issued by: Sharon Pasinetti, Director of Pricing—PO Box 95007—Lakeland FL 33804-5007**

**LAND SPAN, INC.**Item 35 (continued)**DETENTION OF VEHICLES WITH POWER UNITS**(5) Records

On shipments where detention occurs, a record of the following information shall be maintained by the Carrier and kept available:

- (a) the name and address of shipper or consignee, or other party at whose place of business freight is being loaded or unloaded.
- (b) Identification of vehicle tendered for loading or unloading
- (c) Date and time of notification of arrival of the vehicle for loading or unloading
- (d) Date and time vehicle is released for departure by the shipper or consignee or other party at place of pick-up or delivery after loading or unloading has been completed.

NOTE A – Saturdays, Sundays and legal holidays will not be considered as a regular business day under provisions of this Item unless shipper or consignee has specifically requested pick-up or delivery on that day. Legal holidays shall include, but not be limited to, New Years Day (January 1), Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day and Christmas Day (December 25).

Item 40**DETENTION OF VEHICLES WITHOUT POWER UNIT**

The detention of Carrier's vehicle without power unit, through no fault of the Carrier, at premises of shipper or consignee or other party entitled to ship or receive freight, after spotting for pick-up or delivery at a requested pick-up or delivery time as specified, on any regular business day, will be subject to the following provisions:

(1) General Provisions

- (a) Subject to the availability of equipment, Carrier will spot empty or loaded trailers for loading or unloading on the premises designated by shipper or consignee, or as close as conditions will permit.
- (b) Consignor, consignee or other party designated by them, will perform loading or unloading. When Carrier's employee assists in loading, unloading or checking the freight, detention provision governing Vehicle with power Units will apply. In the case of spotting for loading, the Bill of Lading must show "Shipper Load and Count".

Item 40 is continued on Page 9

**Effective: April 12, 2006**

**Issued by: Sharon Pasinetti, Director of Pricing—PO Box 95007—Lakeland FL 33804-5007**

## LAND SPAN, INC.

Item 40 (continued)

### DETENTION OF VEHICLES WITHOUT POWER UNIT

(2) Computation of Time

- (a) Subject to (b) below, time consumed in loading or unloading shall be computed from the time trailers are spotted as shown in (1) above until shipper, consignee or other party designated by them notified carrier that loading or unloading has been completed, and the trailer is available for pick up.

(3) Free Time

No detention charge will be made for the first twenty-four (24) hours following spotting of the trailer.

(4) Detention Charge

- (a) If loading has not been completed within the specified time shown in (3) above, charge will be as follows:

1 <sup>st</sup> & 2 <sup>nd</sup> 24 hour period	\$69.50 per 24 hour period
3 <sup>rd</sup> & 4 <sup>th</sup> 24 hour period	\$85.85 per 24 hour period
5 <sup>th</sup> & each successive 24 hour period	\$104.85 per 24 hour period

If chargeable detention has already begun, the specified detention charge will be made for Saturdays, Sundays and legal holidays.

- (b) Detention charges due the carrier under provisions of this Item shall be paid by the shipper or consignee or other party entitled to ship or receive the freight, whichever causes the delay, irrespective of the responsibility for payment of freight charges or other charges.

- (5) On shipments where detention time occurs, a record of the following information will be maintained by the carrier and kept available:

- (a) Name and address of consignor, consignee or other party at whose premises the trailer is spotted
- (b) Identification of spotted trailer
- (c) Date and time of arrival of the trailer for spotting
- (d) Date and time notification that spotted trailer is ready for pick-up is received by carrier.

NOTE A – Saturdays, Sundays and legal holidays will not be considered as a regular business day under provision of this Item unless shipper or consignee has specifically requested pick-up or delivery on that day. Legal holidays as used herein shall include, but not be limited to, New Years Day (January 1), Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day and Christmas Day (December 25)

Item 40 is continued on Page 10

**Effective: January 5, 2004**

**Issued by: Sharon Pasinetti, Director of Pricing—PO Box 95007—Lakeland FL 33804-5007**

**LAND SPAN, INC.**Item 40 (continued)**DETENTION OF VEHICLES WITHOUT POWER UNIT**

NOTE B – “Spotting” means placing a trailer at a specific site designated by consignor, consignee or other party designated by them, detaching the trailer, and leaving the trailer in full possession of consignor, consignee or other designated party unattended by Carrier’s employee and unaccompanied by a power unit. Consignor, consignee or other designated party may shift the spotted trailer with its’ own power unit at its’ own expense and risk for the purpose of loading or unloading. Empty trailers placed at the premises of consignor without specific request are not spotted until the carrier received a request and places a trailer spot.

Item 45**HEAVY OR BULKY FREIGHT – LOADING OR UNLOADING**

When freight in a single container, or freight secured to pallets, platforms, or lift truck skids, or freight in any other authorized form of shipment which (a) weighs 500 pounds or more per package or piece, or (b) if the greatest dimension exceeds 8 feet or the greatest and intermediate dimensions each exceed 4 feet, loading or unloading shall be performed by the consignor. On request of consignor or consignee, Carrier’s driver will assist in the loading or unloading. If Carrier’s driver assists in the loading or unloading, the provisions of Item 55 will apply.

Item 50**IMPRACTICAL OPERATIONS**

Nothing in this tariff shall be construed as making it binding on the part of the carrier to receive freight for destinations to which, on account of the condition or roads, it is impractical to operate trucks, or to make delivery at location at destination to which, on account of conditions of streets or roadways, it is impractical to operate Carrier’s vehicle.

**Effective: October 1, 2003****Issued by: Sharon Pasinetti, Director of Pricing—PO Box 95007—Lakeland FL 33804-5007**

**LAND SPAN, INC.**Item 55**LOADING/UNLOADING BY CARRIER**

Upon instructions of the shipper at the time shipment is tendered to the carrier, and when such instructions are specified on the Bill of Lading, Carrier will load or unload freight subject to the following:

- (a) Each hour spent unloading will be charged at **\$100.00** per hour, or fraction of an hour.

NOTE A – Loading, as used in this Item, means the physical movement into and/or the stacking of freight into Carrier's vehicle.

Note B – Unloading, as used in this Item, means the physical movement of freight from Carrier's vehicle to a pallet inside the vehicle and/or to a platform, dock, doorway or other such location directly accessible and immediately adjacent to Carrier's vehicle.

Item 60**LOADING/UNLOADING BY LUMPER SERVICE**

When requested by shipper or consignee, freight may be loaded or unloaded by a lumper service available to the carrier at destination. Shipper or consignee will not coerce or force Carrier or Carrier's driver to utilize this service. Carrier will issue money to its' driver to pay the lumper service; however, Carrier will bill the cost of the lumper service to Shipper or Consignee, or other party designated by Shipper or Consignee for payment of freight charges.

Item 65**METHOD OF DETERMINING DISTANCE**

Shipments tendered to Carrier will be subject to mileage as determined by Household Goods Carriers' Bureau and Rand McNally TDM, Inc. resident at Carrier's place of business.

**Effective: January 5, 2004**

**Issued by: Sharon Pasinetti, Director of Pricing—PO Box 95007—Lakeland FL 33804-5007**

**LAND SPAN, INC.**Item 70**PAYMENT TERMS**

All freight bills issued by Carrier to shipper, consignee or other party designated by shipper or consignee will be due and payable to Carrier within (thirty) 30 days of freight bill date. In the event proof of delivery is required for payment, thirty (30) days will begin when freight bill is received by shipper, consignee or other party designated by shipper or consignee.

Item 75**SORTING OR SEGREGATING**

When Carrier's driver is requested and furnishes the service of sorting or segregating at delivery point according to size, brand, flavor, individual lot or other distinguishing characteristics and such service is identified on Bill of Lading, Carrier will charge **\$200.00** per hour, or fraction of an hour. Carrier will record total hours used to sort or segregate on the Bill of Lading. The charge will be assessed against the party requesting the service, irrespective of who is paying the freight charges. This charge will be in addition to all other charges assessed against the shipment.

**THIS SPACE LEFT BLANK FOR FUTURE USE**

**Effective: January 5, 2004**

**Issued by: Sharon Pasinetti, Director of Pricing—PO Box 95007—Lakeland FL 33804-5007**

## LAND SPAN, INC.

### Item 80

#### SURCHARGE FOR FUEL

When there is a drastic increase in diesel fuel costs throughout the United States, the following surcharge will be assessed:

WEEKLY AVERAGE DIESEL FUEL/GALLON	SURCHARGE PER MILE	WEEKLY AVERAGE DIESEL FUEL/GALLON	SURCHARGE PER MILE
\$1.101 - \$1.119	.010	\$1.820 - \$1.839	.190
\$1.120 - \$1.139	.015	\$1.840 - \$1.859	.195
\$1.140 - \$1.159	.020	\$1.860 - \$1.879	.200
\$1.160 - \$1.179	.025	\$1.880 - \$1.899	.205
\$1.180 - \$1.199	.030	\$1.900 - \$1.919	.210
\$1.200 - \$1.219	.035	\$1.920 - \$1.939	.215
\$1.220 - \$1.239	.040	\$1.940 - \$1.959	.220
\$1.240 - \$1.259	.045	\$1.960 - \$1.979	.225
\$1.260 - \$1.279	.050	\$1.980 - \$1.999	.230
\$1.280 - \$1.299	.055	\$2.000 - \$2.019	.235
\$1.300 - \$1.319	.060	\$2.020 - \$2.039	.240
\$1.320 - \$1.339	.065	\$2.040 - \$2.059	.245
\$1.340 - \$1.359	.070	\$2.060 - \$2.079	.250
\$1.360 - \$1.379	.075	\$2.080 - \$2.099	.255
\$1.380 - \$1.399	.080	\$2.100 - \$2.119	.260
\$1.400 - \$1.419	.085	\$2.120 - \$2.139	.265
\$1.420 - \$1.439	.090	\$2.140 - \$2.159	.270
\$1.440 - \$1.459	.095	\$2.160 - \$2.179	.275
\$1.460 - \$1.479	.100	\$2.180 - \$2.199	.280
\$1.480 - \$1.499	.105	\$2.200 - \$2.219	.285
\$1.500 - \$1.519	.110	\$2.220 - \$2.239	.290
\$1.520 - \$1.539	.115	\$2.240 - \$2.259	.295
\$1.540 - \$1.559	.120	\$2.260 - \$2.279	.300
\$1.560 - \$1.579	.125	\$2.280 - \$2.299	.305
\$1.580 - \$1.599	.130	\$2.300 - \$2.319	.310
\$1.600 - \$1.619	.135	\$2.320 - \$2.339	.315
\$1.620 - \$1.639	.140	\$2.340 - \$2.359	.320
\$1.640 - \$1.659	.145	\$2.360 - \$2.379	.325
\$1.660 - \$1.679	.150	\$2.380 - \$2.399	.330
\$1.680 - \$1.699	.155	\$2.400 - \$2.419	.335
\$1.700 - \$1.719	.160	\$2.420 - \$2.439	.340
\$1.720 - \$1.739	.165	\$2.440 - \$2.459	.345
\$1.740 - \$1.759	.170	\$2.460 - \$2.479	.350
\$1.760 - \$1.779	.175	\$2.480 - \$2.499	.355
\$1.780 - \$1.799	.180	\$2.500 - \$2.519	.360
\$1.800 - \$1.819	.185		

DOE Diesel Fuel Index is published on Monday of each week. Any change in surcharge will be effective the next business day. Should Monday be a holiday, the DOE Index will be published on Tuesday and any change in fuel surcharge will be made Wednesday.

If the average weekly diesel fuel price exceeds \$2.519 per gallon, surcharge will be one half (0.005) cent per mile for each additional two cents per gallon increase in fuel price.

**Effective: June 27, 2005**

**Issued by: Sharon Pasinetti, Director of Pricing—PO Box 95007—Lakeland FL 33804-5007**

<b>LAND SPAN, INC.</b>
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Item 80 (continued)
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<b>SURCHARGE FOR FUEL</b>
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Shipments destined to or originating in <b>California</b> will be subject to the following additional surcharge for fuel:
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Using a base variance of \$0.30, a surcharge per load will be assessed. As the variance between the U.S. Average DOE and the California DOE increases or decreases, this charge will be adjusted. For each five (05) cent per gallon variance, the charge will be adjusted by \$5.00 up or down accordingly. This adjustment will be made on Tuesday of each week.
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Variance	Fuel Surcharge in Dollars per Truckload
\$0.300	\$00.00
\$0.350	\$ 5.00
\$0.400	\$10.00
\$0.450	\$15.00
\$0.500	\$20.00
\$0.550	\$25.00
\$0.600	\$30.00
\$0.650	\$35.00
\$0.700	\$40.00
\$0.750	\$45.00
\$0.800	\$50.00
\$0.850	\$55.00
\$0.900	\$60.00
\$0.950	\$65.00

All surcharges will be shown as a separate item on Carrier's freight bill.

<b>Effective : March 8, 2005</b>
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<b>Issued by: Sharon Pasinetti, Director of Pricing - PO Box 95007 – Lakeland FL 33804-5007</b>
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**LAND SPAN, INC.**Item 90**AGREED VALUE OR DECLARED VALUE RATES**

Unless otherwise provided in publications subject to this tariff, rates are subject to a declared or agreed upon value per shipment, not exceeding \$100,000 per shipment, declared in writing by the shipper based on the following:

<u>DECLARED VALUATION</u>	<u>RATE BASE</u>
Declared value of \$100,000 or less	Base rate applies

In case of loss or damage to a portion of the shipment, the amount recoverable will be the actual value of such loss or damage subject to the maximum provision shown above. Carrier will not be liable for any special, indirect or consequential damages (including lost profits) arising out of or related to Carriers' services provided in contracts or tariffs governed by this publication.

NOTE – The declared value must be shown on the Bill of Lading. If no such notation appears, the shipment will be assumed to have a declared value not exceeding \$100,000 per shipment.

Item 95**RECONSIGNMENT AND DIVERSION**

A shipment may be reconsigned or diverted in transit subject to the provisions below:

- (1) Reconsignment or diversion involving change in destination or change in consignee must be requested by Shipper prior to the arrival of the shipment at the original billed destination or after arrival of shipment at original billed destination, but before unloading has begun. Reconsignment or diversion will be executed by the carrier and a charge of \$150.00 will be assessed in addition to the line haul charge and any other lawful charges applicable to the shipment.
- (2) When reconsignment or diversion requires a haul in excess of the mileage from origin to destination, an additional charge of \$1.68 per mile for each mile of excess mileage will be made in addition to the charge as provided in (1) above.
- (3) When reconsignment or diversion is received on a shipment, the carrier will make a diligent effort to locate the shipment and effect the change, but carrier will not be responsible for failure to effect the change.
- (4) Request for reconsignment or diversion should be made in writing and maintained by carrier at his place of business.
- (5) All charges against the shipment, whether accrued or accruing under this Item or otherwise must be paid or guaranteed to the satisfaction of the carrier by the party or parties requesting the reconsignment before the shipment is reconsigned or diverted.

If additional reconsignment or diversion is required to effect delivery of shipment, carrier will assess charges as required in (1) and (2) above.

**Effective: November 12, 2008**

**Issued by: Sharon Pasinetti, Director of Pricing—PO Box 95007—Lakeland FL 33804-5007**

**LAND SPAN, INC.**Item 100**RETURNED, UNDELIVERED SHIPMENTS**

If upon arrival at destination, the carrier, after exercise of due diligence, is unable to effect delivery of the shipment to the person authorized to receive the same, the shipper or owner of the shipment will be notified immediately and disposition requested. In the event disposition is not received prior to the expiration of free time under provisions of Items 35 and 40 herein, the shipment will be placed in the nearest public warehouse, with the shipper and consignee notified of the action taken.

Refused or unclaimed shipments, or portions thereof, will be returned to the origin point only upon request of the shipper and at the expense of the shipper.

Rates named to apply from origin to destination will also apply on refused or unclaimed shipments returned to the origin point. If carrier is requested by shipper to return only a portion of a shipment, rates named for the entire shipment will apply to the portion returned.

Item 105**STOP-OFF FOR PARTIAL LOADING OR UNLOADING**

Except as otherwise provided in individual items, and subject to the provisions below, shipments which move under the terms of this tariff and under the terms of tariff and/or contract agreement subject to this tariff, may be stopped in transit between the point of origin and point of final destination for partial loading and/or partial unloading.

The Bill of Lading shall show at what point, or points, the shipment is to be stopped off for partial loading or partial unloading, the name and address of the party to receive or to load the freight at each stop off point, and a description of that part of the shipment to be loaded or unloaded at each point.

The charge for each stop off in transit (whether for partial loading or partial unloading) will be as follows:

- \$ **300.00** for the 1<sup>st</sup> stop
- \$ **600.00** for the 2<sup>nd</sup> stop
- \$ **900.00** for the 3<sup>rd</sup> stop
- \$ **1200.00** for the 4<sup>th</sup> stop and each stop after that.

Item 105 is continued on Page 16

**Effective: April 1, 2005**

**Issued by: Sharon Pasinetti, Director of Pricing—PO Box 95007—Lakeland FL 33804-5007**

**LAND SPAN, INC.**Item 105 (continued)**STOP-OFF FOR LOADING OR UNLOADING**

On shipments stopped for partial loading and/or partial unloading, the charges shall be determined on the basis of the minimum weight, or actual weight when greater, of the entire shipment at the rate applicable from point of origin, or from any point where the shipment is stopped for partial loading, to the point of destination, or to any point where the shipment is stopped for partial unloading, from and to which the highest charge is applicable. The provisions of this paragraph will not apply to shipments rated in cents per mile.

Shipments that are stopped in transit for partial unloading must have all charges prepaid by shipper.

When the distance from origin, via stop off point or points, to final destination exceeds distance direct from origin to final destination, such excess miles will be charged at a rate of **\$1.50** per mile and shall be in addition to all other applicable charges on the shipment. The provisions of this paragraph will not apply to shipments rated in cents per mile.

Item 110**STORAGE**

Freight held in carrier's possession by reason of an act, or an omission of the consignor, consignee or owner for customs clearance, inspection, awaiting diversion or reconsignment instructions, or on refused or rejected is subject to the following provisions:

- (1) Storage charges on freight awaiting line-haul transportation will begin at the expiration of twelve (12) hours, or at 8:00AM of the day following, whichever is sooner, after carrier receives freight.
- (2) Storage charges on undelivered freight will begin at the expiration of twelve (12) hours, or at 8:00AM of the day following (Saturdays, Sundays and holidays excluded) after notice of arrival has been given, whichever is sooner.
- (3) Storage charges on shipments for any other reason will begin at the expiration of twelve (12) hours, or at 8:00AM of the day following, after truck has been stopped to await further order.
- (4) When freight is store in carrier's possession, the charge shall be **\$315.60** per day, or fraction of a day.

**Effective: January 5, 2004****Issued by: Sharon Pasinetti, Director of Pricing—PO Box 95007—Lakeland FL 33804-5007**

**LAND SPAN, INC.**Item 115**VEHICLE FURNISHED AND NOT UTILIZED**

When carrier is requested to dispatch a vehicle to a point of origin designated by the shipper or consignor (or agent of shipper or consignor) and such vehicle is furnished, but not utilized, due to no fault of the carrier, a flat charge of \$350.00 plus a charge of \$1.96 per mile will be made for the actual distance traveled from point of dispatch to the designated point of origin. Such mileage charge shall not exceed \$618.58.

When a vehicle is detained at the designated point of origin by the shipper or consignor (or agent of the shipper or consignor) to determine whether vehicle will be loaded, and after being detained, carrier's vehicle is not loaded, detention charges as provided in Item 35 will be assessed, in addition to charges authorized above. Charges will be computed from time of arrival at designated origin, until time of departure, with two (2) hours allowance for free time.

Item 120**WEIGHTS**

Unless otherwise provided, charges will be computed on actual gross weight, except when estimated weights are authorized. Then such estimated weights will be used.

Item 125**INVESTIGATION AND DISPOSITION OF FREIGHT CLAIMS**

Claims for loss or damage to cargo will not be voluntarily paid by carrier unless filed in writing, with minimum filing of (a) facts sufficient to identify the shipment involved, (b) asserting liability as to alleged loss or damage, and (c) making claim for the payment of a specified or determinable amount of money. Notations of exceptions on Shipping Order or Bill of Lading or Inspections reports do not comply with claim filing requirements.

Claim must be supported by either the original invoice or a copy of the original invoice certified by the claimant to be true and correct with respect to the property involved in the claim and reflecting all trade or other discounts, allowances, or deductions of any nature.

**Claims for loss or damage to cargo shall be filed within nine (9) months after delivery thereof, or in the event of failure to make delivery, then within (9) months after a reasonable time for delivery has elapsed; and any action at law for such loss or damage to cargo shall**

Item 125 is continued on Page 18

**Effective: May 19, 2010**

**Issued by: Sharon Pasinetti, Director of Pricing—PO Box 95007—Lakeland FL 33804-5007**

**LAND SPAN, INC.**

Item 125 (continued)

**INVESTIGATION AND DISPOSITION OF FREIGHT CLAIMS**

**be instituted no later than two (2) years and one (1) day from the day notice has been given that the claim has been disallowed.**

When determined by the carrier to be a necessary part of the investigation, the following may be required:

- (1) Original Freight Bill and Bill of Lading. When claimant cannot furnish these documents, the carrier may require suitable indemnity from the claimant.
- (2) When the property involved in the claim has not been invoiced to the consignee or where invoice does not show price or value, documentation to establish invoice value in the of the quantity shipped and certification of the correctness thereof.
- (3) When an asserted claim for loss cannot be otherwise authenticated upon investigation, a certified statement from the consignee of the shipment that property has not been received from any other source.

Carrier will not pay any claim filed for uncertain amounts, such as "\$100.00 more or less". Carrier will make every effort to determine the condition of the shipment involved and will ascertain as nearly as possible the extent, if any, of the loss or damage for which it may be responsible.

Carrier will acknowledge claim in writing with thirty (30) days after receiving claim, informing the claimant of an identifying number assigned to the claim, and will pay, decline with proper authority or make a firm compromise offer within one hundred twenty (120) days after receipt of claim, except that if claim cannot be disposed of within this period, carrier will at that time and at the end of each succeeding sixty (60) day period thereafter while claim is pending, inform the claimant in writing of the reason for failure to conclude the claim.

A separately maintained number file will be established for each claim filed in accordance with the provisions of this Item. All documents, records and correspondence pertaining to the claim will be identified with the file number.

When investigation of a claim develops that one or more carriers have been presented with a similar claim on the same shipment, the carrier investigation such claim will communicate with each of the other carrier and, prior to any agreement entered into between or amount them as to the proper disposition of such claim, will notify all claimants of the overlapping claim, and will require further substantiation on the part of each claimant of his title to the property involved in such claim.

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**LAND SPAN, INC.**Item 130**INSPECTION OF FREIGHT BEFORE OR AFTER DELIVERY**

When offering a shipment for delivery, if any portion of shipment appears to have been pilfered, a joint inventory of contents must be made by carrier and consignee and the results of inventory so noted on carrier's delivery receipt or Bill of Lading.

When damage to contents of a shipping container is discovered by consignee, which could not have been determined at time of delivery, it must be reported to carrier and a request for inspection by carrier (or its authorized agent) made. Notice of loss or damage and request for inspection may be given by telephone or in person, but in either event, must be confirmed in writing. If more than fifteen (15) days pass between date of delivery of shipment and date of report of loss or damage, and request for inspection by consignee, it is incumbent on the consignee to offer reasonable evidence to carrier when inspection is made that loss or damage was not incurred by the consignee after delivery of the shipment by carrier. While awaiting inspection by carrier, the consignee must hold the shipping container and its contents in the same condition they were in when damage was discovered.

Inspection by carrier (or its' authorized agent) will be made as promptly as possible after receipt of request by consignee. Inspection will be made within five (5) working days after receipt of request, excluding Saturdays, Sundays and legal holidays. A day will be considered as passing of twenty-four (24) hours from 8:00AM local time from the date of receipt of the request for inspection. Inspection by carrier (or its' authorized agent) will include examination of the damaged merchandise, the shipping container, and any other action necessary to establish all facts. If a shortage is involved, inspector will check contents of package with invoice, weigh the shipping container and its contents, or conduct any other type of investigation necessary to establish that a loss has occurred. In either case, inspection will be limited to factual report. Consignee must cooperate with carrier (or its authorized agent) in every way possible to assist in the inspection. A written record of findings will be made at least in duplicate. The original of the report will be given the consignee for claim support. Any inspection report issued must be incorporated in claim file.

In the event carrier (or its' authorized agent) does not make an inspection, the consignee must make the inspection and record all information to the best of his ability. Consignee's inspection will be considered as the carrier's inspection and will not jeopardize any recovery the consignee is due based on the facts contained in the report.

**Effective: October 1, 2003****Issued by: Sharon Pasinetti, Director of Pricing—PO Box 95007—Lakeland FL 33804-5007**

**LAND SPAN, INC.**Item 135**HAZARDOUS MATERIALS CHARGE**

When Carrier is tendered a shipment containing Hazardous Materials, an additional charge of three cents (3) per mile, subject to a minimum charge of \$75.00 will be assessed, in addition to the line haul rate applicable from origin to destination.

Following list of Hazardous Materials will be accepted for transport by Carrier:

Explosives Class 1.4 and 1.6  
Flammable Gas Class 2.1  
Non Flammable Gas Class 2.2  
Flammable or Combustible Class 3  
Flammable Solid Class 4.1  
Spontaneously Combustible Class 4.2  
Oxidizer Class 5.1  
Organic Peroxide (other than Type B) Class 5.2  
Poison (other than Inhalation Hazard) Class 6.1  
Radioactive White I or Yellow II Class 7  
Corrosive Class 8  
Miscellaneous (other than Hazardous Waste) Class 9  
ORM-D

**Should an incident of spill or otherwise occur while shipment is in possession of Carrier which causes Carrier to incur clean-up charges, Carrier will then invoice the charges back to the Shipper or Owner of the Hazardous Materials.**

Item 140**RE-DELIVERY OF SHIPMENTS**

Shipments will be tendered for re-delivery, upon request of consignor, consignee or owner of shipment, at a charge of seventy-five (75) cents per 100 lb, but not less than \$150.00. The amount due the carrier will be paid by the party requesting the re-delivery, irrespective of responsibility for payment of freight charges or other charges assessed against the shipment.

**Effective: November 9, 2006**

**Issued by: Sharon Pasinetti, Director of Pricing—PO Box 95007—Lakeland FL 33804-5007**

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## **LAND SPAN, INC.**

Item 145

### **CARRIER COUNT CHARGE**

When Carrier or Carrier's driver(s) are required to count freight into Carrier's vehicle at origin, an additional charge of \$85.00 will be assessed. Bill of Lading will be noted that shipment was tendered as "Shipper Load, Carrier Count".

Item 150

### **COLLECTION OF CHARGES – DELINQUENT BILLS**

Legally applicable freight charges that are not paid within terms specified in Item 70 herein and subsequently placed for collection with a collection agency, an attorney or other authorized agent will be subject to an additional collection fee of 35%, which will be in addition to the unpaid freight charges balance. The fee plus the unpaid freight charges balance will then be the legally applicable charges due.

Notification of such action will be mailed to the responsible payor 10 days prior to placing for collection.

Item 155

### **EMERGENCY FUEL SURCHARGE**

Whenever there is an unusual increase in the cost of fuel, an Emergency Fuel Surcharge will be enacted. The unusual increase must be ten (10) cents per gallon increase over the fuel cost the previous day.

The current Surcharge for fuel schedule as published in Item 80 herein will be applicable; however, the fuel surcharge will be adjusted daily based on the National Average as published on the following website: <http://www.fuelguagereport.com/>. This daily adjustment will continue until the next revision of the DOE Index, not to exceed 7 days.

**Effective: June 7, 2006**

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