

ODFL 688-J

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ODFL 688-I



**OLD DOMINION
FREIGHT LINE, INC.**

MC-107478

OD Household Services

Between Points in the 48 Contiguous States

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Issued By:
Pricing Department
500 Old Dominion Way
Thomasville, NC 27360

ODFL 688

OD Household Services®

Item 100 **Governing Publications**

This tariff is governed by the following described publication and by supplements thereto or reissues thereof (see note A):

- (1) NMF 100 Series (Classification Governing), issued by the National Motor Freight Tariff Association, Inc agent:
- (2) SMC 185 Series (Directory of Operating Rights), issued by agent SMC
- (3) ODFL 100 Series (Rules Tariff), issued by Old Dominion Freight Line, Inc.
- (4) ODFL 115 Series (Points of Service), issued by Old Dominion Freight Line, Inc.
- (5) ODFL 128 Series (Fuel Surcharge), issued by Old Dominion Freight Line, Inc.
- (6) U. S. Postal Service Zip Code Directory
- (7) Canadian Postal Code Directory
- (8) ATA 111 Series (Hazardous Materials), issued by American Trucking Association, Inc

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

Item 120 **Cancellation of Items**

As this tariff is supplemented, numbered items with letter suffixes cancel, except as otherwise specifically indicated, correspondingly numbered items in the original tariff or in a prior supplement. Letter suffixes will be used in alphabetical sequence starting with A. Example: Items 445–A cancels Item 445 and Item 365-B, cancels Item 365-A which cancelled Item 365. If the new Item provides a specific cancellation of prior issue or issues, this rule is not applicable.

ITEM 140 **Participation in Tariff**

The provisions of this tariff apply only when the consignor, consignee or payer of freight charges (third party billing shipments), or a property broker on their behalf, requests OD Household Services. (See Item 688.) The request for such service will be subject to the rules, restrictions, discounts, minimum charges and other provisions contained herein. Request for OD Household Service will be deemed satisfied upon signature on the OD Household Services Bill of Lading (the “Bill of Lading”).

The provisions established will refer to a reference number and will indicate the specific rate that applies. The provisions referring here to will become effective immediately upon being entered and will expire on the date indicated, but not later than 60 days after date of establishment if and expiration date is not indicated.

Item 150 **Application of Tariff**

General Instructions: An empty trailer will be delivered on the date and approximate time frame as noted on the Bill of Lading. To have the loaded trailer picked up, contact ODFL at 1-877-358-6928 to arrange delivery, contact the ODFL destination terminal at ODFL will deliver or pick up your trailer on Monday through Friday only. The Customer or his/her Designated Agent (a property broker or other third party preparing the Bill of Lading on behalf of Customer) must be present when the trailer is spotted or additional fees may apply. The transit time noted on the Bill of Lading does not include day of pickup, weekends or holidays. For multiple trailer shipments, transit time is computed from the business day following pickup of the last piece of equipment.

1. ESTIMATED CHARGES:

Shipment charges are based on requested trailer footage. Customer agrees to pay ODFL the price shown in **the estimate** plus the Adjustment Price per Foot for every linear foot of trailer space used (including bulkhead) beyond the Requested Footage. ODFL shall reduce the price, by the Adjustment Price per Foot, for every linear foot not used less than the Requested Trailer Footage, subject to the minimum charge. The Customer is responsible for entering the footage used on the Bill of Lading. The footage used is subject to inspection by ODFL Length and will be rounded to the nearest foot.

2. STORAGE IN-TRANSIT FEES:

If Customer is unable to take immediate possession of the Shipment, subject to availability, ODFL will store the shipment at its terminal at a cost of **\$395.00 per trailer per 30 days for up to 3 months**. Storage beyond 3 months will be charged at **\$1000 per trailer per month starting with the 4th month of storage**. Storage of Shipment must be scheduled with ODFL prior to arrival at destination terminal. Storage fees will not be pro-rated. Customer shall not have access for the purpose of storing and removing their shipment on a self-service basis. During time of storage, ODFL will be liable for the goods to the same extent as during their interstate transportation

3. EQUIPMENT DETENTION FEES:

If Customer is unable to take immediate delivery of the Shipment, ODFL will hold the shipment at the destination terminal up to 2 business days for free. Unless storage in-transit is prearranged (see Storage In-Transit section), subsequent days will be subject to detention fees of **\$50/day per trailer**. Customer is given 3 business days at the origin and destination locations to load/unload the trailer. If Customer exceeds this allotted time, a fee of \$50/day per trailer will be assessed. If ODFL and Customer have agreed to a live load/unload, additional fees will apply if Customer exceeds the allotted time.

4. ADDITIONAL CHARGES:

The charges are based on the specifics outlined within the Bill of Lading. The charges are subject to change upon alteration of this schedule, **including but not limited to:**

- a) Change in spot date;
- b) Change in origin or destination city/ZIP code;
- c) Parking fees, fines, or trailer tow;
- d) Equipment Detention Fees;
- e) Untimely return of ramp to local terminal;
- f) Gypsy Moth Quarantine (California);
- g) Customs delay;
- h) Cancellation within one week of move is \$50 or \$150 on the day of move;
- i) Additional Tender attempts, beyond initial pick up or delivery, shall be charged \$150.00 each.
- j) Trash or boxes left on trailer;
- k) Guaranteed Service.
- l) Weekend or Holiday Service will be subject to an additional fee of \$500.00 minimum.
- m) The Addition of a 2nd trailer on an estimate of 28ft or less is subject to a \$300 charge in addition to your adjustment price for each foot used above your original estimated footage. When a 2nd trailer is used a minimum of 31ft total (3ft Minimum charged on the 2nd trailer) will apply.

5. LIQUIDATION OF ABANDONED GOODS:

1. After a shipment's arrival at ODFL'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, e-mail or telegraph.
2. If freight cannot be delivered because of consignee's refusal to accept it, or because the transportation charges and other fees accrued to date and due at time of delivery have not been paid in full, or because ODFL cannot locate the consignee, or because of an error or omission on the part of the Customer, ODFL will make a diligent effort to notify the Customer 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, ODFL's record of the date will govern. If written notice is by certified mail, the date of the Customer's or consignee's signature will determine the arrival notice date. In the event no action is taken by the Customer and

Customer or consignee fails to take delivery of the shipment, paying all transportation charges and other accrued fees, if any, due at time of delivery, 60 days after notification Customer will be deemed to have abandoned its property and ODFL will, thereafter, have the right to liquidate the property and retain the proceeds of the liquidation in lieu of freight charges and services rendered.

6. PAYMENT TERMS:

- a) Transportation Only: ODFL will accept payment with VISA, MasterCard, American Express, Cashier's Check or Money Order. Credit card payment will be charged while shipment is in transit. Payment by cashier's check or money order may be presented to the driver at destination upon delivery. Additional charges for services provided at destination will be applied to the credit card on file. Shipment will not be released at destination until payment in full has been made.
- b) **Transportation & Storage In-Transit: Optional storage in-transit requires credit card payment. Transportation and one month's storage fees will be charged to credit card while shipment is in transit. Subsequent storage fees will be charged to the credit card on file.**
- c) All transportation charges and all storage-in-transit and detention fees accrued to date of delivery, if any, must be paid in full before the shipment will be released to the consignee at the destination address.

7. PACKING, LOADING AND UNLOADING:

Customer is responsible for all loading and unloading. The Customer is responsible for packing all personal affects using proper containers and protective padding supplied by the Customer. ODFL Driver is responsible for installing the bulkhead, an ODFL-supplied wall that separates Customer's goods and other cargo on trailer. The bulkhead is not designed to withstand the entire weight of your belongings if the load shifts in transit. The maximum weight allowed on the trailer is 825 lbs per linear foot. Shipments exceeding this weight limit will be subject to additional charges.

8. TRAILER PARKING:

An ODFL 28-foot commercial trailer will be spotted at Customer's sole risk at the origin location and the destination location. Customer agrees that ODFL shall have no liability for any damage to real property or improvements arising out of the placement or removal of any equipment. It is Customer's responsibility to obtain permission for the placement of the trailer. Customer will be responsible for any subsequent parking charges, violations, towing, or real or personal property damage.

9. OPTIONAL EQUIPMENT:

A ramp and a hand truck will be available at most locations and will be delivered with the ODFL trailer. The maximum weight limit for the ramp is **1,000 lbs**. Customer is responsible for contacting terminal when loading/unloading is complete. The ramp and hand truck must be loaded outside the bulkhead wall when returned to the servicing OD terminal. The ramp and hand truck does not travel with your shipment. Additional charges will apply if the ramp and/or hand truck travels with your shipment to destination because of being loaded inside the bulkhead. If ramp and hand truck is not returned to ODFL, replacement charges of up to **\$1250.00 for the ramp and \$150.00 for the hand truck will be applicable**.

10. HAZARDOUS MATERIALS AND COMMODITIES OTHER THAN HOUSEHOLD GOODS:

Customer agrees not to include hazardous materials of any type (including but not limited to petroleum products, compressed gases, corrosives, explosives and flammables) in the shipment. Propane tanks may not be shipped under any circumstances -- full or empty. Hazardous material violations could result in additional charges from local, state, and federal fines, as well as but not limited to, loss or damage to property and personal injury.

11. LIMITED CARGO LIABILITY:

Due to the fact that the Customer is responsible for loading and unloading of the goods, liability coverage only applies to damage caused by ODFL negligence. In the event of damage caused by ODFL's negligence, ODFL's liability shall be limited to **\$0.10** per pound per item damaged ("Coverage"). **Coverage is** liability coverage for carrier negligence, not insurance for your goods. In the event of cargo damage caused by one of the following catastrophic events: trailer fire, vehicle collision, vehicle overturn or complete trailer theft - ODFL does not provide insurance for Customer's goods. ODFL assumes the liability of a common carrier,

subject to the provisions of 49 U.S.C. 14706, but only for its own negligence.

Customer should consult its homeowner's or renter's insurance policy, as appropriate, to determine if such policies would provide coverage for loss or damage to the Shipment during transit.

12. LIABILITY:

Customer agrees to indemnify, defend and hold ODFL harmless against any and all claims for loss, expense, liability, injury or damage arising out of or in connection with the performance by Customer, its agents or contractors of this shipment, including any property broker that Customer retains. ODFL shall not be liable and hereby disclaims responsibility for any indirect, incidental or consequential damages, special, punitive, multiplied or other indirect costs, lost profits, fees, or charges of any kind arising from any claims filed hereunder, or any other acts, including delays or omissions of ODFL, whether foreseeable, disclosed or not.

13. ASSUMPTION OF RISK:

Customer assumes all risks and liability arising from the use and operation of EQUIPMENT and understands that such EQUIPMENT can cause injury or death to Customer or others. Customer assumes full responsibility for and agrees to indemnify, defend and hold harmless ODFL from any and all loss, liability, damage and expense in connection with the use or operation of such equipment.

14. NO WARRANTY:

ODFL DOES NOT MAKE, HAS NOT MADE, NOR SHALL BE DEEMED TO MAKE OR HAVE MADE, ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO THE EQUIPMENT PROVIDED OR ANY COMPONENT THEREOF, INCLUDING WITHOUT LIMITATION, ANY WARRANTY TO DESIGN, COMPLIANCE WITH SPECIFICATIONS, QUALITY OF MATERIALS OR WORKMANSHIP, MERCHANTABILITY, FITNESS FOR ANY PURPOSE, USE, OPERATION OR SAFETY. ALL RISKS ARE TO BE BORNE BY CUSTOMER. WITHOUT LIMITING THE FOREGOING, ODFL SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO CUSTOMER OR ANY OTHER PERSON WITH RESPECT TO THE FOLLOWING, REGARDLESS OF ANY NEGLIGENCE OF OD: (I) ANY LIABILITY, LOSS OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY ANY EQUIPMENT, ANY INADEQUACY THEREOF, ANY DEFICIENCY OR DEFECT (LATENT OR OTHERWISE) THEREIN, OR ANY OTHER CIRCUMSTANCE IN CONNECTION THEREWITH; OR (II) THE USE, OPERATION OR PERFORMANCE OF ANY EQUIPMENT OR ANY RISKS RELATING THERETO.

15. DISPUTE RESOLUTION:

- a) Should a dispute arise relating to any term or condition of the Bill of Lading, or this tariff, ODFL can elect, at its sole discretion, to engage in mediation or arbitration or to pursue resolution in the City of High Point, NC or the country of Guilford Circuit or General District Courts.
- b) Should ODFL employ an attorney to institute suit or demand arbitration to enforce any of the provisions hereof, to protect any interest arising under the Bill of Lading, or to collect damages for any breach of the Bill of Lading, ODFL will be entitled to recover reasonable attorney's fees, costs, charges and expenses expended or incurred there in (Legal Fees).
"Reasonable attorney's fees" is defined as
 - 1) 1/3 of the principal amount due or
 - 2) the customary hourly charges of ODFL's attorney, whichever is greater
- c) CUSTOMER and, if applicable, Designated Agent consent to jurisdiction in the State of North Carolina, and venue for any mediation or arbitration under the Bill of Lading in the City of High Point, North Carolina; or suits to enforce the Bill of Lading in the courts of the city of High Point, North Carolina or the County Guilford, North Carolina, at ODFL's option.

16. WAIVER OF JURY TRIAL:

WITHOUT INTENDING TO LIMIT THE BILL OF LADING, TO THE EXTENT ANY CLAIM IS NOT MEDIATED OR ARBITRATED, THE PARTIES IRREVOCABLY AND VOLUNTARILY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF SUCH CLAIM. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THE BILL OF LADING.

17. SEVERABILITY:

If any provision of the Bill of Lading, or this tariff is for any reason adjudged by a court to be invalid or unenforceable, such judgment shall not affect, impair or invalidate the remainder of the Bill of Lading or this tariff.

18. APPLICABLE LAW:

ODFL is a general commodity motor carrier and shipment will be subject only to the laws and regulations governing commodity carriage. This shipment shall be subject only to Federal laws and statutes. No state laws or statutes shall apply.

By signing the Bill Of Lading, Customer agrees for him/herself and the recipient of the shipment (if Customer is not the recipient) and, if the signatory is Designated Agent for Customer, the Designated Agent agrees for itself and on behalf of Customer and the recipient to the terms and conditions therein, the ODFL notes within the Bill of Lading, the rules and special service charges in ODFL 100 series and the terms and conditions in the Uniform Straight Bill of Lading (UBL) as published in the National Motor Freight Classification in effect on the date of the Bill of Lading. To the extent that language contained within the Bill of Lading/Price Estimate is inconsistent with the rules and special service charges in ODFL 100 series or the terms and conditions of the UBL, the terms and conditions of the Bill of Lading shall prevail. Driver signature on the Bill of Lading only acknowledges receipt of freight.

ITEM 688 Provisions for Third Party Tenders of Personal Effects (See NOTES A & B)

1. Third parties, including brokers, that are not the owners of the Household Goods or Personal Effects to be shipped shall book or arrange for the transportation of such shipments with ODFL only if they possess all federal and state licenses and operating permits and authorities necessary to do so lawfully and in conformity with applicable federal regulations.
2. ODFL shall not be liable to any person or entity for the handling or movement of Household Goods or Personal Effects tendered by third parties if those third parties do not possess the requisite licenses and operating authorities to lawfully tender such items to ODFL.
3. By booking shipments of Household Goods or Personal Effects with, or tendering them to ODFL, for or on behalf of individual shippers (as that term is defined in 49 U.S.C. § 13102(3)), for transportation, the third party:
 - a. warrants and represents to ODFL and to such individual shipper or Customer that the third party may lawfully tender such shipments to ODFL for transportation;
 - b. agrees to indemnify, defend, and hold ODFL harmless from and against all claims asserted against ODFL based upon the allegation that the tendering third party lacked such necessary licenses and authorities; and
 - c. if a signatory to the Bill of Lading, agrees to be jointly and severally liable (together with Customer and recipient) for all freight charges and fees related to the shipment of household goods and personal effects, including its transportation and storage.

Note A – Applies only to shipments on which OD Household Services® have been requested. See ODFL 688 series tariff for provisions.

Note B – Applies only to shipments for which ODFL does not provide the loading or unloading.