



RULES TARIFF AFGM 100

EFFECTIVE JANUARY 1, 2010

AFGM-100		AMERI FREIGHT SYSTEMS LLC MC-490644 TARIFF NO 100	ORIGINAL TITLE PAGE
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MOTOR FREIGHT TARIFF
 NAMING
 RULES & REGULATIONS
 &
 EXCEPTIONS TO THE RATES AND RULES ASSIGNED BY
 THE GOVERNING CLASSIFICATION
 VIA
 ALL MOTOR ROUTES

ISSUED JANUARY 1, 2010	EFFECTIVE JANUARY 1, 2010
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ISSUED BY: Brian A. Doyle, Administrator
 Ameri Freight Systems LLC
 700 Nicholas Blvd Suite 201
 Elk Grove Village IL 60007

For explanation of abbreviations and reference marks, see last page of tariff.

The provisions published herein, if effective, will not result in an effect in the quality of the human environment.

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 Ameri Freight Systems LLC
 700 Nicholas Blvd. Suite 201
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Item 100

GOVERNING PUBLICATIONS

This tariff is governed, except as otherwise provided, by the following publications and by revisions or supplements thereto, or successive issues thereof.

1. Code of Federal Regulations, Title 49, Subtitle B, Chapter III (Parts 301 through 399)
2. 49 United States Code, Subtitle IV, Part 3

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Ameri Freight Systems LLC
700 Nicholas Blvd. Suite 201
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Item 110

DEFINITIONS AND EXPLANATIONS OF TERMS,
PUNCTUATIONS, & REFERENCES

The following general definitions will apply when such terms are used in this tariff or in the tariffs governed by this tariff. Where different definitions are provided for the same terms in connection with rates, rating, rules, or other provisions, such definitions will take precedence:

“BUSINESS DAY” or “BUSINESS HOURS” means that time during which operations are generally conducted by the carrier where service is performed. These terms do not include Sunday or Holidays.

“HOLIDAY” means:

New Year’s Day (January 1)
Memorial Day
Independence Day (July 4)

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 a holiday falls on a Sunday, the following Monday will be considered as the holiday.

“PRIVATE RESIDENCES OR APARTMENTS” means the entire premises on which a dwelling for living is located, except, will not apply to that portion of the premises where commercial or business activity is conducted that involves the sale of merchandise or service to the walk-in public during normal business hours.

“LTL” (LESS THAN TRUCKLOAD); “AQ” (ANY QUANTITY); “TL” (TRUCKLOAD); or VOL (VOLUME). For the purpose of determining the application of rules, where reference is made to the terms LTL, AQ, TL, or VOL, the following will apply:

- (a) LTL or AQ means rates specifically designated LTL or AQ and class rates subject to a stated minimum of 19,999 pounds or less.
- (b) TL or VOL means rates specifically subject to a stated minimum weight of 20,000 pounds or more.

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Ameri Freight Systems LLC
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AFGM-100	AMERI FREIGHT SYSTEMS LLC	ORIGINAL PAGE 4
Item 150	<p style="text-align: center;">APPLICATION OF TARIFF</p> <p>This tariff contains rules and regulations applicable between points in the 48 contiguous United States.</p>	
Item 153	<p style="text-align: center;">STATEMENT OF OPERATING AUTHORITY</p> <p>To operate as a contract carrier, by motor vehicle, in interstate or foreign commerce, over irregular routes, transporting general commodities (except Classes A & B explosives, household goods, and commodities in bulk), between points in the United States and Canada.</p>	
Item 160	<p style="text-align: center;">APPLICATION OF RATES FROM OR TO UNNAMED POINTS</p> <p>Except as otherwise provided, shipments originating or destined to points not listed, rates to or from such rates will be provided subject to the following provisions:</p> <ol style="list-style-type: none"> 1. From any unnamed origin point which is located on a highway between two named points, apply the higher of the rates provided from such named points. 2. To any unnamed destination point which is located on a highway between two named points, apply the higher of the rates provided to such named points. 3. In each case, the named point referred to in paragraphs (1) and (2) must be the nearest named point on a highway (or highways) leading thereto from the unnamed point. 4. When by reason of branch or diverging highways there are two or more nearest named points equidistant from the unnamed point, the nearest named points will be used. 	
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Item 345

ARRIVAL NOTICE AND UNDELIVERED FREIGHT

Arrival Notice:

- (1) Actual tender of delivery at the consignee's place of business constitutes notice of the arrival of a shipment. All other notices of arrival shall be given in the manner described in paragraph (2), unless prior delivery arrangements have been noted on the bill of lading by the consignor.
- (2) If the shipment is not actually tendered for delivery, notice of arrival will be given to the consignee not later than the next business day following the arrival of a shipment at the destination city as follows:
 - (a) Notice will given by telephone, if convenient and practical, otherwise by mail, telegraph, or facsimile. The notice, however transmitted, will specify the point of origin, the consignor, and the commodity and weight of the shipment.
 - (b) If the consignee's address is unknown to Ameri Freight., the notice will be mailed in car of the post office serving the point of destination shown on the bill of lading.
 - (c) In the case of notification by mail, the notice will have been deemed to have been received by the addressee at 8:00a.m. on the first business day after it was mailed.

Undelivered Freight:

- (1) If the freight cannot be delivered because of the consignee's refusal or inability to accept it, or because Ameri Freight is unable to locate the consignee, or if the freight cannot be transported because of an error or omission on the part of the consignor, Ameri Freight will make a diligent effort to notify the consignor promptly that the shipment is in storage and the reasons therefore.
- (2) Undelivered shipment will be subject to the applicable storage and/or detention charges (see Items 910 and 502 respectively).
- (3) Disposition instructions issued prior to tender of delivery will not be accepted as authority to reshipe or return a shipment or to limit storage liability on a shipment that is undeliverable.

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 Ameri Freight Systems LLC
 700 Nicholas Blvd. Suite 201
 Elk Grove Village IL 60007

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Item 350

**BILLS OF LADING-DESCRIPTION, RULES, APPLICATION,
& TERMS AND CONDITIONS**

General Provisions:

- (1) All references to “Bills of Lading” or “receipts for goods” and the respective rules contained in Bills of Lading shall mean the UNIFORM BILL OF LADING and the UNIFORM BILL OF LADING TERMS AND CONDITIONS as illustrated herein and successive issues hereof.
- (2) Unless the shipper and carrier have a separate written agreement, all common or contract carriage performed by the carrier shall be subject to the terms and conditions of the bill of lading as illustrated herein and successive issues hereof.

See next two pages for example BILL OF LADING, front and back pages.

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Ameri Freight Systems LLC
700 Nicholas Blvd. Suite 201
Elk Grove Village IL 60007

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UNIFORM STRAIGHT BILL OF LADING

ORIGINAL – NOT NEGOTIABLE

Carrier's Pro No. _____

Shipper's Bill of Lading No. _____

Consignee's Reference/PO No. _____

Carrier's Code (SCAC) _____

Name of Carrier _____

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request:

From _____ Date _____

Street _____ City _____ County _____ State _____ Zip _____

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown) marked, consigned, and destined as shown below, which said carrier agrees to carry to destination, if on its route, or otherwise to deliver to another carrier on the route to destination. Every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on the back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns:

Consigned to _____
On Collect on Delivery Shipments, the letters "COD" must appear before consignee's name.

Destination Street _____

City _____ County _____ State _____ Zip _____

Delivering Carrier _____ Trailer No. _____

Additional Shipment Information _____

Collect on Delivery \$ _____ and remit to: _____	C.O.D. charge Shipper <input type="checkbox"/>
Street _____ City _____ State _____	to be paid by Consignee <input type="checkbox"/>

Handling Units No. Type	Packages No. Type	HM	Kind of Package, Description of Articles, Special Marks and Exceptions (Subject to correction)	Weight (Subject to Correction)	Class or Rate Ref. (For Info. Only)	Cube (Optional)

☐ Mark "X" to designate Hazardous Materials as defined in Department of Transportation Regulations.

NOTE (1) Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows:

"The agreed or declared value of the property is specifically stated by the shipper to be not exceeding _____ per _____."

NOTE (2) Liability Limitation for loss or damage on this shipment may be applicable. See 49 U.S.C. § 14706(c)(1)(A) and (B).

NOTE (3) Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation with ordinary care. See Sec. 2(e) of NMFC Item 350.

Freight charges are PREPAID unless marked collect. CHECK BOX IF COLLECT

FOR FREIGHT COLLECT SHIPMENTS:
 If this shipment is to be delivered to the consignee, without recourse on the consignor, the consignor shall sign the following statement:
 The carrier may decline to make delivery of this shipment without payment of freight and all other lawful charges.

 (Signature of Consignor)

Notify if problem enroute or at delivery _____ (for informational purposes only)
 Name _____ Fax No. _____ Tel. No. _____

Send freight bill to: _____
 Company Name _____ City _____ Street _____ State _____ Zip _____

Shipper _____ Carrier _____
 Per _____ Per _____ Date _____

Shipper Certification	Carrier Certification
This is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation. Per _____ Date _____	Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information was made available and/or carrier has the Department of Transportation emergency response guidebook or equivalent document in the vehicle. Per _____ Package Nos. _____ Date _____

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UNIFORM BILL OF LADING TERMS AND CONDITIONS

Sec. 1. (a) The carrier or the party in possession of any of the property described in this bill of lading shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.

(b) No carrier shall be liable for any loss or damage to a shipment or for any delay caused by an Act of God, the public enemy, the authority of law, or the act or default of shipper. Except in the case of negligence of the carrier or party in possession, the carrier or party in possession shall not be liable for loss, damage or delay which results: when the property is stopped and held in transit upon request of the shipper, owner or party entitled to make such request; or from faulty or impassible highway, or by lack of capacity of a highway bridge or ferry; or from a defect or vice in the property; or from riots or strikes. The burden to prove freedom from negligence is on the carrier or the party in possession.

Sec. 2. Unless arranged or agreed upon, in writing, prior to shipment, carrier is not bound to transport a shipment by a particular schedule or in time for a particular market, but is responsible to transport with reasonable dispatch. In case of physical necessity, carrier may forward a shipment via another carrier.

Sec. 3. (a) As a condition precedent to recovery, claims must be filed in writing with: any participating carrier having sufficient information to identify the shipment.

(b) Claims for loss or damage must be filed within nine months after the delivery of the property (or, in the case of export traffic, within nine months after delivery at the port of export), except that claims for failure to make delivery must be filed within nine months after a reasonable time for delivery has elapsed.

(c) Suits for loss, damage, injury or delay shall be instituted against any carrier no later than two years and one day from the day when written notice is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier shall be liable, and such claims will not be paid.

(d) Any carrier or party liable for loss of or damage to any of said property shall have the full benefit of any insurance that may have been effected, upon or on account of said property, so far as this shall not avoid the policies or contracts of insurance, PROVIDED, that the carrier receiving the benefit of such insurance will reimburse the claimant for the premium paid on the insurance policy or contract.

Sec. 4. (a) If the consignee refuses the shipment tendered for delivery by carrier or if carrier is unable to deliver the shipment, because of fault or mistake of the consignor or consignee, the carrier's liability shall then become that of a warehouseman. Carrier shall promptly attempt to provide notice, by telephonic or electronic communication as provided on the face of the bill of lading, if so indicated, to the shipper or the party, if any, designated to receive notice on this bill of lading. Storage charges, based on carrier's tariff, shall start no sooner than the next business day following the attempted notification. Storage may be, at the carrier's option, in any location that provides reasonable protection against loss or damage. The carrier may place the shipment in public storage at the owner's expense and without liability to the carrier.

(b) If the carrier does not receive disposition instructions within 48 hours of the time of carrier's attempted first notification, carrier will attempt to issue a second and final confirmed notification. Such notice shall advise that if carrier does not receive disposition instructions within 10 days of that notification, carrier may offer the shipment for sale at a public auction and the carrier has the right to offer the shipment for sale. The amount of sale will be applied to the carrier's invoice for transportation, storage and other lawful charges. The owner will be responsible for the balance of charges not covered by the sale of the goods. If there is a balance remaining after all charges and expenses are paid, such balance will be paid to the owner of the property sold hereunder, upon claim and proof of ownership.

(c) Where carrier has attempted to follow the procedure set forth in subsections 4(a) and (b) above and the procedure provided in this section is not possible, nothing in this section shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law. When perishable goods cannot be delivered and disposition is not given within a reasonable time, the carrier may dispose of property to the best advantage.

(d) Where a carrier is directed by consignee or consignor to unload or deliver property at a particular location where consignor, consignee, or the agent of either, is not regularly located, the risk after unloading or delivery shall not be that of the carrier.

Sec. 5. (a) In all cases not prohibited by law, where a lower value than the actual value of the said property has been stated in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum recoverable amount for loss or damage, whether or not such loss or damage occurs from negligence.

(b) No carrier hereunder will carry or be liable in any way for any documents, coin money, or for any articles of extraordinary value not specifically rated in the published classification or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed on this bill of lading.

Sec. 6. Every party, whether principal or agent, who ships explosives or dangerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods. Such goods may be warehoused at owner's risk and expense or destroyed without compensation.

Sec. 7. (a) The consignor or consignee shall be liable for the freight and other lawful charges accruing on the shipment, as billed or corrected, except that collect shipments may move without recourse to the consignor when the consignor so stipulates by signature or endorsement in the space provided on the face of the bill of lading. Nevertheless, the consignor shall remain liable for transportation charges where there has been an erroneous determination of the freight charges assessed, based upon incomplete or incorrect information provided by the consignor.

(b) Notwithstanding the provisions of subsection (a) above, the consignee's liability for payment of additional charges that may be found to be due after delivery shall be as specified by 49 U.S.C. §13706, except that the consignee need not provide the specified written notice to the delivering carrier if the consignee is a for-hire carrier.

(c) Nothing in this bill of lading shall limit the right of the carrier to require the prepayment or guarantee of the charges at the time of shipment or prior to delivery. If the description of articles or other information on this bill of lading is found to be incorrect or incomplete, the freight charges must be paid based upon the articles actually shipped.

Sec. 8. If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature on the prior bill of lading or in connection with the prior bill of lading as to the statement of value or otherwise, or as to the election of common law or bill of lading liability shall be considered a part of this bill of lading as fully as if the same were written on or made in connection with this bill of lading.

Sec. 9. If all or any part of said property is carried by water over any part of said route, such water carriage shall be performed subject to the terms and provisions and limitations of liability specified by the "Carriage of Goods By Sea Act" and any other pertinent laws applicable to water carriers.

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ISSUED BY: Brian A. Doyle, Administrator
Ameri Freight Systems LLC
700 Nicholas Blvd. Suite 201
Elk Grove Village IL 60007

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Item 360

BILLS OF LADING, FREIGHT BILLS, AND STATEMENT CHARGES

- (1) Except as otherwise provided, Ameri Freight shall not furnish:
- (a) Bill of Lading sets that consist of more than an “Original”, a “Shipping Order”, and a “Memorandum” per shipment
 - (b) More than one original freight on its own standard form and one duplicate thereof, exclusive of the consignee’s memo copy, per shipment.
 - (c) More than original and one copy of its statement of transportation charges on its own standard form.
- (2) When the payor of the freight, or other lawful charges, requires or requests as a prerequisite to payment, one or more of the following, a charge of \$1.87 per copy, per service will be incurred (Subject to Note 4):
- (a) The return of any part of the Bill of Lading sets or copies thereof, other than one shipper furnished copy (See Note 3)
 - (b) Copies of freight bills or statements of transportation charges in excess of the number specified in Paragraph 1b and 1c.
 - (c) The preparation by the carrier of any forms requiring itemization, listing, or description of single or multiple freight bills for submittal with freight bills or statements of charges, a charge of \$.38 per line of itemization, listing, or description (or portion thereof), subject to the minimum charge listed above.
 - (d) Any other forms, or copies of forms, other than those described above, that need to be submitted with freight bills or statements
 - (e) Any information not shown on the bill of lading at time of shipment that need to appear on the freight bills or statements
 - (f) Proof of Delivery, in any form, to be included with freight bill or statement

General Exceptions:

Note 1: Ameri Freight is not obligated to furnish bills of lading containing information beyond that shown in the examples set forth herein.

Note 2: Consignors may elect to have printed their own bills of lading, in which case, all requirements of paragraphs 1 & 2 must be observed.

Note 3: When, as a prerequisite, the shipper furnished copy of the bill of lading is to be returned, it must be clearly and prominently marked by the shipper with the specific instructions directing its return.

Note 4: The provisions of Paragraphs 1 & 2 will not apply to shipments moving on United States Government bills of lading.

Note 5: Refer to Item 365 for exceptions.

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Ameri Freight Systems LLC
700 Nicholas Blvd. Suite 201
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Item 365

BILLS OF LADING – USE & CONDITIONS
(Exceptions to Item 360)

Except as otherwise provided herein and in tariffs made subject to this tariff, carrier that are party to this tariff will accept shipments under the provisions described in Item 360.

1. When validation of the freight bill is required as a prerequisite for payment of the freight charges, and consignee fails to validate the freight bill at time of delivery, thus requiring Ameri Freight to resubmit the freight bill for validation, a charge of \$14.50 will be assessed for that service, except on shipments moving on United States Government bills of lading.
2. Corrected bills of lading changing the freight charge collection status from prepaid to collect will not be accepted once the shipment has been delivered.
3. Corrected bills of lading changing the collection status from prepaid to collect will not be accepted if Section 7 (Non-Recourse Clause) of the corrected bill of lading has been signed by the shipper.

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Ameri Freight Systems LLC
700 Nicholas Blvd. Suite 201
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Item 430
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COLLECT ON DELIVERY (COD) SHIPMENTS

Unless otherwise provided, Collect on Delivery (COD) shipments will be accepted, subject to the following provisions and charges.

1. Shipments must be tendered on "Uniform Straight", "Straight Bill of Lading-Short Form", or "Straight Bill of Lading" forms as shown herein
2. The letters COD must be stamped, typed, or written on all such bills of lading and shipping orders immediately before name of consignee; or "COD" must be clearly 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 change dependent on time or conditions of payment. The name and street / post office address of the consignor and consignee must be clearly shown on the bill of lading / shipping order. The telephone number of the consignee must be clearly stated on the bill of lading / 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 of space provided for "description of articles, special marks, and exceptions" the following information:
Collect on Delivery \$ _____ and remit to:
Street _____
City _____ St _____ Zip _____
COD charge / fee to be paid by Shipper { } Consignee { }
3. Each package must be plainly marked, labeled, or tagged by consignor as a "COD" shipment and the name and address of consignor and consignee.
4. 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.
5. If consignor desires to forward an invoice or collection papers, they must be securely attached to the shipping order copy of the bill of lading. The shipping order must state the following:
"Attached invoice(s) to accompany shipment to destination.
6. COD shipments will not be accepted when consigned to one firm or person, with instructions to collect charges from another firm or person.
7. COD shipments that are subject to inspection or trial by the consignee, or bearing instructions to make partial delivery will not be accepted for transportation. Ameri Freight is only responsible to deliver the shipment in accordance with the bill of lading contract. If for any reason, upon delivery, COD payment is refused by the consignee, Ameri Freight is responsible for the disposition of the shipment only in accordance with the bill of lading contract and tariff provisions as applicable. Ameri Freight is not responsible, in such circumstances, to seek or remit the COD amount to the shipper or owner of goods.
8. Intoxicating beverages may be handled COD only under the provisions provided by the State Law of the state in which the point of destination is located.
9. The COD amount and COD fee (if applicable) must be collected at the time such shipments are delivered to the consignee.
10. Unless the shipper instructs to collect "Cash Only" on the bill of lading, Ameri Freight will accept the consignee's check naming the shipper as payee as payment for the COD shipment. When "Cash Only" is written on the bill of lading, Ameri Freight reserves the right to accept cash, cashier's check, certified check, money order, or other similar guaranteed payment issued by, or on behalf of, the consignee. All checks (including cashier's checks and certified checks) and money orders tendered as payment for COD shipments will be accepted by Ameri Freight at the shipper's risk of nonpayment or forgery, and Ameri Freight will not be liable in such situations.

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Ameri Freight Systems LLC
700 Nicholas Blvd. Suite 201
Elk Grove Village IL 60007

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Item 430
Concluded

11. COD fees shall be payable by the consignee unless authorized by the shipper on the bill of lading that the charge is prepaid. All freight charges due Ameri Freight should be paid separately and not included in the check or money order payable to the shipper for the COD amount.
12. (a) Ameri Freight will remit COD amounts collected directly to the shipper or designated payee within ten (10) days after delivery of the COD shipment to the consignee. If the COD shipment moved via interline service, the carrier performing the delivery shall notify Ameri Freight at time of remittance of the COD amount to the shipper or payee of such remittance.
(b) The delivering carrier shall retain 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] Pro number and date of the freight bill
 - [2] Name and address of shipper or designated payee
 - [3] Name and address of consignee
 - [4] Date shipment delivered
 - [5] Amount of COD collected
 - [6] Date collected by delivering carrier
 - [7] Date remitted to payee
 - [8] Check number of other identification of remittance to payee
13. The charge for collecting and remitting the amount of each COD bill to be collected on shipments consigned COD as prescribed herein will be 3% of the COD amount, subject to a minimum charge of \$13.00.
14. COD shipments of explosives designated as "Class A and Dangerous Explosives" or "Class B Less Dangerous Explosives" referred to in the Hazardous Materials guidebook will not be accepted.
15. (a) Ameri Freight will, upon request from the shipper, change the status of a COD shipment (except as prohibited by Section 1 of this item) by increasing, reducing, or canceling the COD, subject to the following provisions:
 - [1] The request must be received by the delivering carrier in time to accomplish the change requested prior to effecting delivery of the shipment.
 - [2] A charge of \$17.00 will be made or increasing, reducing, or canceling the COD amount. Such charge will be in addition to the COD collection fee, if any, and must be guaranteed by the shipper.
- (b) Ameri Freight will, upon written authorization from the shipper, 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 an additional charge of \$17.00 per shipment. If request has been received after shipment has been tendered for delivery and refused by the consignee, the shipment will also be assessed the applicable redelivery charge as provided in carrier's tariffs, in addition to the charge for changing the form of acceptable payment. Shipper must guarantee payment of the charge for changing the form of payment and the redelivery charge, if any, in writing prior to the service being performed.

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ISSUED BY: Brian A. Doyle, Administrator
Ameri Freight Systems LLC
700 Nicholas Blvd. Suite 201
Elk Grove Village IL 60007

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Item 435

COLLECTION OF CHARGES – THIRD PARTY BILLING

When a party other than the consignor or consignee on the bill of lading and/or 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 / shipping order by the consignor at the time of shipment.

When the consignor requests the carrier to bill a third party, the shipment will be considered a "Prepaid" shipment with payment of the charges guaranteed by the consignor if the third fails to pay such charges within the time allowed.

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, an additional charge of \$18.40 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.

A change in collection status will not be accepted after payment has been received.

Section 7 (Non-recourse Clause) of the bill of lading may not be executed on shipment subject to the provisions of this item. If said clause is signed, the signature will be invalid.

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ISSUED BY: Brian A. Doyle, Administrator
Ameri Freight Systems LLC
700 Nicholas Blvd. Suite 201
Elk Grove Village IL 60007

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Item 470

CONTROL AND EXCLUSIVE USE OF VEHICLE
(Exception to NMFC Item 595)

Section 1: Control of Vehicle

Except as provided in Section 2 of this Item, no shipment is entitled to the exclusive use of the vehicle in which it is to be transported and the carrier has control of the vehicle with unrestricted right to:

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

Section 2: Exclusive Use of Vehicle

When the exclusive use of a vehicle is provided by the carrier at the request of the consignor or consignee, the following provisions will apply:

1. Charges will apply to each vehicle used to transport the shipments.
2. The request must be given in writing or placed on the bill of lading and/or shipping order.
3. When the bill of lading and/or shipping instructions prohibit the breaking of locks or seals or the co-loading of additional freight, such instructions shall be considered as a request for exclusive use service.
4. The vehicle will be devoted exclusively to the transportation of the shipment, without the breaking of locks or seals, except as provided in paragraph 5.
5. In the event a lock or seal has been removed from a vehicle, the carrier will immediately re-lock or reseal a vehicle and will notate the accompanying papers with the reason for the removal of the lock or seal.
6. The charge will be for the actual weight of the shipment at the rate applicable or the minimum weight provided for in connection with the applicable rate, whichever is greater, subject to minimum charge for each vehicle, computed on a weight of 18,000 pounds at the Class 150 scale 10M rate.
7. Charges are to be paid or guaranteed by the party requesting the service and Section 7 (Non-Recourse Clause) of the bill of lading may not be executed.

Note 1-The term "vehicle" as used in this item means any vehicle of not less than 35 feet in length, propelled or drawn by a single power unit and used on highways in the transportation of the property.

Note 2: The provisions of this item apply only on shipments on which charges are prepaid or guaranteed by the consignor.

Note 3: The provisions of this item will not apply in connection with extra pickups and/or deliveries or stop-offs.

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ISSUED BY: Brian A. Doyle, Administrator
Ameri Freight Systems LLC
700 Nicholas Blvd. Suite 201
Elk Grove Village IL 60007

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Item 480

CUSTOMS OR IN-BOND FREIGHT

When shipments move under U.S. Customs Bond or delivery by Ameri Freight is required to be made under U.S. Customs supervision, a charge per shipment will be assessed as follows:

<u>Shipment weight</u>	<u>Charge</u>
Less than 1,000 pounds	\$49.40
1,000 thru 4,999 pounds	\$78.80
5,000 pounds & greater	\$108.20

In addition to all other lawful charges, shipment(s) awaiting U.S. Customs clearance will be assessed storage charge beginning at 7:00a.m. on the third business day following the day in which the U.S. Customs officials and customs broker and/or consignee were notified. For storage, see Item 910 of this tariff.

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ISSUED BY: Brian A. Doyle, Administrator
 Ameri Freight Systems LLC
 700 Nicholas Blvd. Suite 201
 Elk Grove Village IL 60007

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Item 502
Continued
on next page

DRIVER DETENTION

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

Section 1: General Provisions:

1. This item applies only to vehicles that have been ordered or used to transport shipments.
2. Freight remaining undelivered after the accrual of any detention charges may be placed in storage. Such freight shall be subject to accrued detention charges up to the time freight is placed in storage, and shall immediately become subject to storage charges outlined in Item 910. If the freight is later tendered for delivery, the charge for redelivery in Item 830 will apply.

Section 2: Computation of Time

Computation of time shall begin upon notification by the driver to the responsible representative of the shipper or consignee of the arrival of the vehicle for loading or unloading. Time shall end upon completion of loading and receipt by the driver of a signed delivery receipt or bill of lading.

Section 3: Free Time

Free time per vehicle stop shall be as follows:

<u>Actual Weight (In Pounds)</u>	<u>Free Time (In Minutes)</u>
0 - 999	15
1,999 – 2,499	30
2,500 – 4,999	60
5,000 – 7,499	90
7,500 – 9,999	120
10,000 – 19,999	180
20,000 & Above	240

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Ameri Freight Systems LLC
700 Nicholas Blvd. Suite 201
Elk Grove Village IL 60007

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Item 502
Concluded

DRIVER DETENTION

1. When the loading or unloading of freight is delayed, the charge per vehicle for each fifteen (15) minutes, or fraction thereof, beyond free time, will be \$14.00.
2. The amount due the carrier under the provisions of this rule shall be assessed against the shipper un the case of loading, and against the consignee in the case of unloading, irrespective of whether the linehaul charges are prepaid or collect. In the case of import shipments, the shipper will be responsible for the charges.

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ISSUED BY: Brian A. Doyle, Administrator
Ameri Freight Systems LLC
700 Nicholas Blvd. Suite 201
Elk Grove Village IL 60007

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Item 530

FUEL SURCHARGE

All charges for linehaul transportation resulting from the application of rates in this tariff, or contracts making reference to this tariff, will be subject to fuel surcharges as provided by this item.

The fuel surcharge will be updated each week on Monday (or Tuesday, if Monday is a holiday) based on the Department of Energy's (D.O.E.) National Average Price for fuel. No surcharge will apply when the D.O.E.'s National Average Price is less than 110 cents.

When the Fuel Index is:

The Fuel Surcharge will be:

At Least:	But Less Than:	LTL	TL
110 cents	115 cents	1.5%	3.5%
115 cents	120 cents	2.0%	4.0%
120 cents	125 cents	2.5%	4.5%
125 cents	130 cents	3.0%	5.0%
130 cents	135 cents	3.5%	5.5%
135 cents	140 cents	4.0%	6.0%
140 cents	145 cents	4.5%	6.5%
145 cents	150 cents	5.0%	7.0%
150 cents	155 cents	5.5%	7.5%
155 cents	160 cents	6.0%	8.0%
160 cents	165 cents	6.5%	8.5%
165 cents	170 cents	7.0%	9.0%
170 cents	175 cents	7.5%	9.5%
175 cents	180 cents	8.0%	10.0%
180 cents	185 cents	8.5%	10.5%
185 cents	190 cents	9.0%	11.0%
190 cents	195 cents	9.5%	11.5%
195 cents	200 cents	10.0%	12.0%
200 cents	205 cents	10.5%	12.5%
205 cents	210 cents	11.0%	13.0%
210 cents	215 cents	11.5%	13.5%

NOTE: For each 5 cents increase in the Fuel Index above 215 cents, increase the LTL surcharge by 0.5% and the TL surcharge by 1.0%

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Ameri Freight Systems LLC
700 Nicholas Blvd. Suite 201
Elk Grove Village IL 60007

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Item 566

**INSIDE DELIVERY / PICK-UP
(HANDLING FREIGHT NOT ADJACENT TO VEHICLE)**

When requested by the shipper or consignee, and carrier's operating conditions permit, the carrier may move shipments or portions of shipments from, or to, positions beyond the immediately adjacent loading or unloading positions defined in item 750 of this tariff.

Service under this item will be provided to floors above or below the level accessible to carrier's vehicle only when elevator or escalator service is available and labor, when necessary to operate same, is provided without cost to the carrier.

Service provided under this item will be assessed a charge of \$3.29 per 100 pounds, subject to a minimum charge of \$28.00, and a maximum of \$335.00 per shipment.

The charges in this item will be in addition to all other lawful charges. Unless the bill of lading is specifically endorsed to show prepayment of these charges, they will be collected from the party requesting such service. Charges must be guaranteed in writing before the service is performed.

Item 570

IMPRACTICABLE OPERATIONS

Pick-up or delivery service will not be performed by the carrier at any site from, or to, which it is impracticable to operate vehicles because of:

1. The conditions of roads, streets, roadways, alleys, or approached thereto;
2. Inadequate loading or unloading facilities;
3. Riots, acts of God, the public enemy, the authority of law, the existence of violence, or such possible disturbances as tending to create reasonable apprehensions of danger to persons or property.

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Ameri Freight Systems LLC
700 Nicholas Blvd. Suite 201
Elk Grove Village IL 60007

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Item 580

MARKING OR TAGGING FREIGHT – CHANGING MARKINGS OR TAGS

Ameri Freight will, at the request of the shipper or consignee, change or alter according to instructions, the marking or tags on any packages or pieces of freight, subject to a charge of \$1.29 per package / piece on which the marking or tag is changed or altered, subject to minimum charge of \$20.50 per shipment.

All charges accruing under the provisions of this item must be paid either by the party requesting the service, or guaranteed in writing to the satisfaction of the carrier prior to the service being performed.

Item 585

SORTING & SEGREGATING

When carrier is requested to sort or segregate a shipment, the following charges will apply:

Number of cartons	Charge
Less than 100	\$20.75
100-250	\$44.50
251-500	\$79.50
501-750	\$132.50
751-1000	\$164.50
1001-1250	\$185.50
1251 & Greater	\$185.50 plus \$.15 per piece over 1251 pieces

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Ameri Freight Systems LLC
700 Nicholas Blvd. Suite 201
Elk Grove Village IL 60007

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Item 590	<p style="text-align: center;">MINES – DELIVERY</p> <p>The term “mines” means the site of any pit, excavation, shaft, or deposit at which coal, ore, or minerals are, have been, or will be extracted. Such a site, or “mine” shall include the entire property upon which the mine is located. Delivery to any facility (such as mine warehouses, mine deposits, mine supply houses, mine tipples, or similar receiving facilities) located on such property will be considered as delivery to the mine.</p> <p>Shipments delivered to mines will be subject to a charge of \$.58 cents per 100 pounds, subject to a minimum of \$26.50, in addition to all other applicable charges.</p> <p>Note 1 – On shipments involving a “stop-off charge” (Item 900), the charges in the provision will apply to each portion of the shipment delivered to the mine.</p>	
Item 595	<p style="text-align: center;">RELEASED VALUE – USED ARTICLES</p> <p>Commodities described as “other than new or reconditioned” will be accepted for transportation only when the shipper releases the value of the property to a value not exceeding \$.50 cents per pound, subject to a maximum of \$500.00 per shipment. In the event of loss and/or damage to any shipment, Ameri Freight’s liability will not exceed \$.50 cents per pound, subject to a maximum of \$500.00 per shipment, for the portion of a shipment actually lost or damaged. Should commodities, as described in this item, be inadvertently accepted for transportation, such items will be considered as released by the shipper at the value stated in this item. Failure of the consignor to declare that a commodity is “used” shall not alter the application of this item.</p>	
Item 600	<p style="text-align: center;">RELEASED VALUE - PERSONAL EFFECTS</p> <p>Commodities described as “personal effects” will be accepted for transportation only when the shipper releases the value of the property to a value not exceeding \$.10 cents per pound, subject to a maximum of \$500.00 per shipment. In the event of loss and/or damage to any shipment, Ameri Freight’s liability will not exceed \$.10 cents per pound, subject to a maximum of \$500.00 per shipment, for the portion of a shipment actually lost or damaged. Should commodities, as described in this item, be inadvertently accepted for transportation, such items will be considered as released by the shipper at the value stated in this item. Failure of the consignor to declare that a commodity is “personal effects” shall not alter the application of this item.</p>	
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Item 647	<p style="text-align: center;">NOTIFICATION PRIOR TO DELIVERY</p> <p>When a shipment is tendered for delivery that requires notification by telephone, telegram, or facsimile prior to delivery of the shipment, a charge of \$13.25 per notification will be assessed. Such charge shall be in addition to all other lawful and legal charges.</p>
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Item 720	<p style="text-align: center;">PAYMENT OF CHARGES</p> <p>All rates, charges, or other amounts are stated as U.S. currency and all rates, charges, or other amounts are to be paid in lawful money of the U.S.</p>
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Item 757	<p style="text-align: center;">PICKUP OR DELIVERY AT PRIVATE RESIDENCES</p> <p>Shipments picked up from, or delivered to, private residences will be assessed a charge of \$3.40 per 100 pounds, subject to a minimum of \$31.50 and a maximum of \$339.00.</p> <p>The charges in this item will be prepaid or guaranteed in writing to the satisfaction of the carrier and will be in addition to all other lawful charges.</p>
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Item 770	<p style="text-align: center;">PREPAYMENT OF FREIGHT CHARGES</p> <p>No shipment will be accepted when the transportation charge is partially prepaid, and partially collect.</p> <p>Freight charges must be prepaid on all shipments consigned to, or in care of, Trade Shows, Traveling Shows, Fairs, or Exhibitions.</p>
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Ameri Freight Systems LLC
700 Nicholas Blvd. Suite 201
Elk Grove Village IL 60007

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Item 775

PREPAYMENT OF CHARGES – EXPORT SHIPMENTS

All charges on shipments for export (including accessorial service charges, all charges paid longshoremen, stevedores, public loaders and riggers, and charges covering top wharfage), and, except where special arrangements have been made by the shipper, owner, or consignee with the carrier to collect the freight charges at port of export, must be prepaid.

Item 780

PROHIBITED AND RESTRICTED ARTICLES

Except as otherwise provided, the following articles will not be accepted for transportation:

Carbon Black	Machinery, Used (see Item 595)
Fur Coats and Garments	Meat, fresh or frozen
Furs, dressed	Morphine
Gas Black	Nitrocellulose
Heroin	Opium
Household Goods (see Item 600)	Pigeons
Ice	Poultry
Lamp Black	Radioactive Material

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Ameri Freight Systems LLC
700 Nicholas Blvd. Suite 201
Elk Grove Village IL 60007

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Item 782

MAXIMUM CARRIER LIABILITY

1. Unless otherwise provided, articles with an invoice value exceeding \$20.00 per pound will be considered to be of extraordinary value. Articles of extraordinary value accepted for transportation will be considered to be released at a value not to exceed \$20.00 per pound per package or \$250,000.00 per incident, whichever is lower.
2. When on shipments handled by Ameri Freight in connection with another carrier (either Air, Motor, Water, or Rail), Ameri Freight's maximum liability in the event of loss or damage will in no case exceed the maximum liability of the other carrier. For example: if the other carrier's maximum liability is \$50.00 per shipment, the maximum carrier liability for the other carrier and Ameri Freight shall be \$50.00 for the shipment.
3. If the shipper does not properly describe the freight on the bill of lading or uses a description of "FAK" or "Freight All Kinds", or other language that does not properly identify the commodities shipped, subsequent claims for shortage or damage will be based on the lowest value of any commodity contained in the shipment.
4. Carrier does not provide or furnish excess declared value insurance or excess liability coverage, and declaring request for same on bill of lading shall have no effect to carrier.
5. Corrected bills of lading or letters of authority to change or add valuation after delivery of the shipment shall not be accepted by carrier to determine liability.
6. Liability for loss or damage to any shipment or part thereof in connection with a shipment moving under reduced rates (i.e. a one-time rate quote confirmed by Rate Confirmation) shall have a liability limited to the applicable limited liability provisions of this tariff. Failure to properly describe commodities will not alter the provisions of this item. If the shipper fails or declines to execute the statement indicating released value, it will be considered as being released to the lowest value per pound provided in the item.

NOTE A: Shipments originating from Canada to the USA will be subject to the following:

1. If no value is declared on the bill of lading, the carrier's maximum liability will not exceed \$2.00 (Canadian) per pound for the weight of the shipment.
2. When a value in excess of \$2.00 (Canadian) is specifically expressed on the face of the bill of lading, an excess valuation charge of 1.5% of the total declared value in excess of \$2.00 (Canadian) per pound will be assessed, up to carrier's maximum liability of \$20.00 (Canadian) per pound, subject to a minimum charge of \$5.00 (U.S.) per shipment.

NOTE B: Liability for loss, damage, or delay of cargo moving between Mexico and other countries:

With respect to any shipment originating outside Mexico with destination in Mexico or any shipment originating within Mexico with ultimate destination outside Mexico, Ameri Freight shall have no liability, either for itself or for the Mexican carrier involved in the move for loss, damage, or delay while in possession of the designated brokers, freight forwarders, or Mexican carriers.

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Ameri Freight Systems LLC
700 Nicholas Blvd. Suite 201
Elk Grove Village IL 60007

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Item 820
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RECONSIGNMENT OR DIVERSION

A request for reconsignment or diversion of a shipment will be subject to the following definition, conditions, and charges:

Section 1: Definitions of Reconsignment or Diversion

1. A change in the name of the shipper or consignee.
2. A change in the place of delivery within the original delivery area.
3. A change in the delivery area.
4. Relinquishment of a shipment at the origin terminal, subject to Section 2.
5. Refused shipments being returned to the original shipper.

Section 2: Conditions

1. Requests for reconsignment must be made in writing. The carrier must be satisfied that the party making the request has the authority to do so. Conditional or qualified requests will not be accepted.
2. ATA will make a diligent effort to execute a request for reconsignment, but will not be responsible if such service is not performed.
3. 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.
4. The entire shipment, or portions of the shipment may be reconsigned. When a shipment is reconsigned, each portion will be considered a separate shipment and are subject to any local charges described in this item. The charges applicable in this item will apply for the reconsigned portion with otherwise applicable charges applying on that portion not reconsigned, subject to charges in Section 3 of this item.
5. Marking or tagging (Subject to Item 580)

Section 3: Charges

Reconsignment, as defined in paragraph 1, will be subject to the following charges:

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Ameri Freight Systems LLC
700 Nicholas Blvd. Suite 201
Elk Grove Village IL 60007

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ITEM 820
Concluded

RECONSIGNMENT OR DIVERSION

Section 3: Charges

Reconsignment, as defined in paragraph 1, will be subject to the following charges:

If reconsignment results in a change:	And reconsignment occurs:	
	Prior to tender of delivery	After tender of delivery
	The charge will be:	
In the name of consignor/consignee with no change in place of delivery	\$22.50/shipment	
In the place of delivery within original delivery area (commercial zone)	\$22.50/shipment	\$3.10/cwt,\$27.50 min
In the destination delivery area (outside original commercial zone)	\$22.50 plus change in rate from original dest. to reconsigned dest.	Above listed charges plus change in rate From original dest. to reconsigned dest.

Note 1: All shipments for export not directly consigned at origin to an export pier dock, pier terminal, transit shed, or wharf will be subject to the charges provided in this item.

Note 2: Shipments still at the origin terminal that require return to the shipper will be subject to a charge of \$2.65 per 100 pounds, with a \$30.85 minimum and a \$137.80 maximum.

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Ameri Freight Systems LLC
700 Nicholas Blvd. Suite 201
Elk Grove Village, IL 60007

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Item 830	<p style="text-align: center;">REDELIVERY</p> <p>When a shipment is tendered for delivery and, through no fault of the carrier, such delivery cannot be accomplished, no further tender will be made except upon written request of the shipper or consignee. Additional tenders and final delivery will be subject to the following conditions:</p> <ol style="list-style-type: none"> 1. A charge of \$3.30 per 100 pounds, subject to a minimum charge of \$27.60 and a maximum charge of \$370.00 will be assessed for each subsequent tender of delivery beyond the first attempt. 2. If, in lieu of final delivery at consignee's address, consignee elects to pickup the shipment at carrier's dock, a charge of \$2.02 per 100 pounds, subject to a minimum charge of \$12.90 and a maximum charge of \$242.20 will apply (only if an initial delivery attempt has been made. 3. All charges accruing under the provision of this Item must be paid or guaranteed to the satisfaction of the carrier by the party requesting redelivery before the shipment can be redelivered. 	
Item 845	<p style="text-align: center;">REFERENCE TO PUBLICATIONS, ITEMS, GROUPS, NOTES, RULES, ETC.</p> <p>Where reference is made in this tariff to Tariffs, Items, Groups, Notes, Rules, etc., such references are continuous and include supplements to and successive issues of such publications.</p>	
Item 860	<p style="text-align: center;">RETURN TO ORIGIN OF UNDELIVERED SHIPMENTS</p> <p>Undelivered shipments that are returned to the initial shipper will subject to the applicable rates and charges in effect from the point of return on the date of return.</p>	
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Item 880

SEALING OF TRUCKS

Except as otherwise provided, shippers and receivers of freight will not be accorded the exclusive use of carrier's vehicles. Ameri Freight may, at their option and convenience, load and transport the freight of various shippers and receivers in the same vehicle. And, Ameri Freight, at their option and convenience, for the purpose of so loading, commingling, and transporting the shipments of various shippers and receivers in the same vehicles, may remove seals or locks from their vehicles which may have been applied by shippers, receivers, or owners of the property transported, or to be transported.

Item 890

POWER LIFTGATE SERVICE

When, upon request of the shipper or consignee, pickup or delivery service is performed with the use of a hydraulic liftgate, the following charges shall be assessed in addition to all other lawfully accrued charges.

\$2.50 per 100 pounds
 \$34.00 Minimum Charge
 \$167.00 Maximum Charge

The charges for this service shall be paid by the party requesting that the service be performed, or guaranteed by the shipper. Ameri Freight is not obligated to perform such service when suitable vehicles with such devices are unavailable. Service will only be rendered at such locations as are safe and accessible to the vehicle.

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EFFECTIVE JANUARY 1, 2010

ISSUED BY: Brian A. Doyle, Administrator
 Ameri Freight Systems LLC
 700 Nicholas Blvd. Suite 201
 Elk Grove Village IL 60007

For explanation of abbreviations and reference marks, see last page of tariff.

The provisions published herein, if effective, will not result in an effect in the quality of the human environment.

Item 900

STOPOFF – TO COMPLETE LOADING OR FOR PARTIAL UNLOADING

Except as otherwise provided, shipments may be stopped in transit at not to exceed four (4) points, between the point of origin and the destination point for the purpose of partial loading and/or unloading, provided that the stop off points are directly intermediate to the point of final destination via the route over which the rate to such final destination applies.

1. The bill of lading shall show at what point, or points, the shipment is to be stopped off for partial loading/unloading, the name and address of the party to receive or load the freight at such stopoff point, and a description of that part of the shipments to be loaded or unloaded at the stopoff point, or points. There shall be no substitutions of other freight for that loaded at the original point of origin, or for any part of a shipment which has been stopped for partial unloading shall not be stopped subsequently for partial loading.
2. The charge for each stopoff in transit for partial loading/unloading in addition to all other applicable charges will be:
 - a.) \$115.00 per stop for not more than one stop
 - b.) \$129.00 per stop for not more than two stops
 - c.) \$158.00 for each stop in excess of two stops.
3. Shipments received with instructions to stop and partially load additional freight will be rated based on the final weight of the shipment, to the final destination point. Shipments tendered to Ameri Freight which require a stopoff for unloading will be rated based on the entire original weight to the final destination point. Shipments requiring a stopoff for both loading and unloading will be rated utilizing the total weight of all freight tendered.
4. All charges on shipments moving under this Rule must be prepaid.

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Item 910

STORAGE

Freight held in Ameri Freight's possession by reason of an act of an omission of the consignor, consignee, or owner, or for custom clearance or inspection (Item 480), and through no fault of the carrier, will be considered stored immediately and will be subject to the following provisions:

1. Storage charges on freight awaiting linehaul transportation will begin at 7:00am the day after freight is received by the carrier.
2. Storage charges on undelivered freight will begin at 7:00am the first business day after notice has been given. Storage charges will be charged for each succeeding calendar day, including Saturday and Sunday. Charges under this Item will not be made when actual tender of delivery is made within 24 hours after such notice of arrival has been given.
3. Storage charges are as follows:
 Days 1, 2, & 3: \$1.21 per 100 pounds
 Days 4, 5, & 6: \$1.60 per 100 pounds
 Day 7 & each succeeding day: \$2.35 per 100 pounds
 Subject to minimum charge per day of \$10.00
 Minimum storage charge per shipment: \$34.50
 Maximum charges: \$68.80 for first 24 hours
 \$92.40 for the 2nd 24 hours
 \$138.30 per day for the 3rd day and each subsequent day, or fraction thereof.
4. Storage charges under this item will end when carrier is enabled to deliver or transport the freight as a result of action taken the consignee, consignor, owner, or customs official.
5. Storage charges under this Item will not apply on the day the carrier places the freight in a public warehouse. A charge of \$2.70 per 100 pounds, subject to a minimum charge of \$25.50 and a maximum charge of \$370.00 per shipment, per vehicle will be assessed when carrier does place the freight in a public warehouse.

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Item 985

VEHICLES FURNISHED BUT NOT USED

When Ameri Freight, upon receipt of a request to pick up a shipment weighing 10,000 pounds or more, or to furnish a vehicle for the exclusive use of a consignor has dispatched a vehicle for such purpose and due to no disability, fault, or negligence on the part of the carrier, vehicle is not used, a charge of \$107.50 per day or fraction thereof, per vehicle, will be assessed against the consignor making such request. Accrual of these charges will terminate when carrier is notified that vehicle will not be used.

Item 990

TWILIGHT DELIVERY – AFTER HOURS DELIVERY

When a consignee requires delivery between the hours of 8:00p.m. and 4:00a.m., the following charges will apply:

A \$50.00 flat charge PLUS:

NUMBER OF CARTONS	CHARGE
Less than 100	20.75
100-250	44.50
251-500	79.50
501-750	132.50
751-1000	164.50
1001-1250	185.50
1251 & Greater	\$185.50 +\$.15 per piece over 1250 pcs.

Item 992

WEIGHT – VERIFICATION

Carrier will verify the weight of any shipment upon request by wither the consignor or consignee. Such verification will only be made while in the possession of the carrier. If the difference between the billed weight and the actual weight is less than five (5) percent, a charge of \$21.30 per shipment will be made for furnishing such verification. This charge is to be paid by the party requesting the service.

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Item 998

EXPLANATION OF ABBREVIATIONS

AFB.....	Air Force Base
AQ.....	Any Quantity
c.....	Cents
COD.....	Collect on Delivery
CWT.....	Per 100 pounds
\$.....	Dollars
Inc.....	Incorporated
KD.....	Knocked Down
KDF.....	Knocked Down Flat
LTL.....	Less Than Truckload
Min.....	Minimum
Min Wt.....	Minimum Weight
Max.....	Maximum
NOI.....	Not Otherwise Indicated
SU.....	Set-Up
TL.....	Truckload
Vol.....	Volume
Wt.....	Weight

Item 999

EXPLANATION OF REFERENCE MARKS

- (R) Denotes Reduction
 (A) Denotes Increase
 (C) Denotes change in wording which results in neither increases, nor reductions in charges
 : Viz, Namely, or That Is
 @ Denotes Addition
 (D) Deletion, Provisions bearing this reference mark are cancelled
 [] Denotes reissued matter

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