



## **Tariff Rules No. 50 and 75** **Liability for Young Brothers' Equipment in Shipper's or Consignee's Possession**

December 13, 2022

Dear Valued Customer:

Young Brothers would like to remind customers of their responsibility to comply with all rules and regulations set forth in Young Brothers' Local Freight Tariff No. 5-A ("Tariff"). In particular, Tariff Rules Nos. 50 and 75, attached for your convenience, requires customers to: (1) maintain Young Brothers' equipment in a clean and usable condition; and (2) report any damages or uncleanliness.

Shippers, consignees, their agents, and hired truckers may temporarily use and remove certain Young Brothers' equipment (e.g., containers, flatracks, platforms, reefers, and chassis), without charge, to load and transport cargo shipped with Young Brothers, subject to certain conditions. Those conditions include, but are not limited to, the customer's obligation to:

- (1) return Young Brothers' equipment to its facility in a clean and usable condition, which includes the removal of all packing materials, debris, nails, dunnage, waste matter, and liquids;
- (2) report any equipment damage or malfunction to any Young Brothers personnel; and
- (3) indemnify and hold harmless Young Brothers against all loss or damage to such equipment. Failure to comply with these, and other Tariff requirements, may result in an assessment of charges for any necessary cleaning or repairs.

To ensure that: (1) Young Brothers' equipment is in proper working order for you and all customers; and (2) any necessary cleaning and repair costs are accurately assessed, **Young Brothers strongly encourages you to check the condition of all equipment (including inside containers) and to report any and all damage and/or dirty containers, including floor damage or container punctures, prior to out-gating the equipment.** By notifying our Container Station of damage when in or out-gating equipment allows the equipment to be tagged immediately for cleaning and/or repair, thereby reducing equipment downtime and ensuring our equipment is working as intended.

We also ask that when returning chassis, that you remind your truckers to leave a 2' gap between chassis to avoid damage to parked chassis.

The cost to repair or address any damage or uncleanliness of equipment that is noted after in-gating, and which was not **noted during the initial out-gate process**, will be billed to the last shipper, consignee, agent thereof, or hired trucker, who are all joint and severally liable for any repair or cleaning costs under the Tariff.

Mahalo for your cooperation and understanding on this matter.

Sincerely,  
Young Brothers, LLC



For questions and more information, contact  
your local port office or visit our website  
[www.youngbrothershawaii.com](http://www.youngbrothershawaii.com)

**RULES AND REGULATIONS**

**FREE TIME FOR CARRIER EQUIPMENT AND DETENTION CHARGES**

**RULE NO.  
50**

- A.** Containers, flatracks, platforms, chassis, trailers, vans, or a combination thereof may be removed from Carrier's facility by a shipper or its agent for loading shipments that are scheduled for a sailing, or by a consignee or its agent for shipments discharged from a sailing, subject to the provisions in Rule No. 75 (Liability for Carrier's Equipment in Shipper's or Consignee's Possession) and the following:
1. Carrier's equipment must be returned to Carrier's facility in a clean and usable condition.
  2. For the port of Honolulu, Carrier's equipment must be returned to Carrier's facility not later than 2 business days following the day of removal.
  3. For all neighbor island ports, Carrier's equipment must be returned to the Carrier's neighbor island facility not later than 3 business days following the day of removal.
  4. When Carrier's equipment is out-gated as a full straight-load shipment and is returned to any of the Carrier's facilities as another full straight-load shipment, by the same shipper, consignee, or agent of the first shipment, the authorized free time period will be extended to 4 business days following the day of removal and detention charges will be assessed from the fifth business day.
  5. When equipment is detained beyond the authorized free time periods specified above, the following detention charges will be assessed for each calendar day in excess of the authorized free time period, including Saturdays, Sundays, and Holidays.

<u>Equipment Detention charges</u>	<u>Charges per day</u>	
	<u>First 3 Days</u>	<u>Thereafter</u>
a. 20 foot dry containers, flatrack, platforms or trailers	\$ 48.41	\$ 72.63
b. 20 foot refrigerated containers	\$ 72.63	\$ 108.94
c. Vans	\$ 30.00	\$ 45.00
d. 40 foot dry containers, flatracks, platforms or trailers	\$ 54.89	\$ 82.35
e. 40 foot refrigerated containers	\$ 103.91	\$ 155.87

- B.** Shipper or consignee, or agent thereof, is prohibited from using Carrier's equipment for private business not directly connected with the transportation of goods to and from Carrier's facility. When unauthorized use is found, the free time otherwise applicable will not apply and the detention charges herein will be doubled and assessed from the time the equipment is removed from Carrier's facility. Carrier reserves the right to repossess such equipment and all costs associated will be for the shipper, consignee, owner or agent who removed the equipment.
- C.** All Carrier's equipment must be returned to the same Carrier facility from which removed. However, for the exception of returning empty equipment, consignee or its agent may, with Carrier's consent, deliver the empty equipment to another port and the responsibility of the consignee or its agent shall cease when the equipment is so delivered and a clean receipt thereof is acknowledged by Carrier. For the purpose of assessing detention charges, the date and time when equipment is accepted by the receiving port shall govern.
- D.** Detention charges will be for the shipper, consignee, owner, or agent of the cargo.
- E.** Carrier's equipment may not be transferred to any third party without Carrier's consent. Failure to obtain consent will result in the original party removing the equipment being held liable for all detention charges and liabilities, if any.
- F.** Carrier reserves the right to require a reasonable deposit for the purposes of ensuring return of the equipment and payment of any detention charges earned.

**NOTES:**

1. The term "business days" means all week days from Monday through, and including, Friday, but excluding any holidays.
2. The term "holidays" means those days listed on the Company's website at: <https://htbyb.com/holidayschedules/>

**ISSUED: December 20, 2017**

**EFFECTIVE: January 1, 2019**

**ISSUED BY: Sandra W. Larsen  
YOUNG BROTHERS \* PIER 40 \* HONOLULU \* HAWAII \* 96817**

**RULES AND REGULATIONS**

**LIABILITY FOR CARRIER'S EQUIPMENT IN SHIPPER'S OR CONSIGNEE'S POSSESSION**

**RULE NO.**  
**75**

- A. When Carrier's equipment (containers, flatracks, platforms, chassis, trailers, vans, or any combination thereof) is removed from its facility under Rule No. 50 (Free Time for Carrier Equipment and Detention Charges, shipper, including agent or hired trucker, in the case of shipments scheduled for loading to a sailing, or consignee, including agent or hired trucker, in the case of shipments discharged from a sailing shall indemnify and hold harmless Carrier against the following:
  - 1. All loss or damage to such equipment and all liability for loss or damage to cargo arising out of shipper's or consignee's custody or use of the equipment, and
  - 2. All loss, damage, claims liability and expense, including attorney's fees, for injury or death to any persons or damage to the property of any persons arising out of shipper's or consignee's custody or use of the equipment.
  
- B. The obligation of shipper or consignee referred to herein shall also extend to injury or death to any persons and loss or damage to property arising out of the custody or use of the equipment by a third party, including drayage agent or independent contractor of shipper or consignee.
  
- C. Shippers and/or consignees, including agent or hired trucker removing equipment from Carrier's facility under Rule No. 50 shall procure and maintain during the entire period of such removal the following minimum insurance limits:
  - 1. Business Auto Insurance
    - Bodily Injury Liability . . . . . \$1,000,000 per occurrence
    - Property Damage Liability . . . . . \$ 250,000 per accident
    - Or Combined Single Limit . . . . . \$1,000,000 per occurrence
  
  - 2. Commercial General Liability Insurance
    - Bodily Injury and Property Damage Liability
    - Combined Single Limit . . . . . \$1,000,000 per occurrence

Shippers and consignees, including agents or hired trucker who use Carrier's equipment under Rule No. 50 shall file with Carrier a "Certificate of Insurance" showing proof of the insurance required under this rule and naming Carrier as an additional insured on the policies.

Equipment usage will be denied to those who fail to provide certification showing proof.

- D. Shipper and/or consignee, including agent or hired trucker shall be responsible at their own cost and expense for the cleaning and return of Carrier's equipment in reasonably acceptable condition, including the removal of all packing materials and debris, staples, tapes, nails, dunnage, waste matter, oil, liquids and other materials within Carrier's equipment.  
Failure to do so may result in cleaning by Carrier with all such costs to be for the account of the party who removed the equipment from Carrier's facility.
  
- E. Shipper, consignee or their agent or hired trucker shall also be responsible for reporting to Carrier any damage and/or malfunction of Carrier's equipment.

**ISSUED: May 6, 2011**

**EFFECTIVE: January 1, 2019**

**ISSUED BY: Sandra W. Larsen**  
**YOUNG BROTHERS \* PIER 40 \* HONOLULU \* HAWAII \* 96817**