

COVENANT TRANSPORT, INC., A TENNESSEE CORPORATION

RATES/RULES TARIFF NO. 1

COVERING THE TRANSPORTATION OF

FREIGHT ALL KINDS IN

COMMON CARRIER SERVICE

BETWEEN POINTS IN

THE UNITED STATES (EXCEPT AK AND HI)

MC-188102 / SCAC CODE: CVEN / US DOT NO. 273818

EFFECTIVE: September 15, 2008

ISSUED BY:

**Covenant Transport, Inc., A Tennessee Corporation
400 Birmingham Highway (zip 37419)
P.O. Box 22997 (zip 37422)
Chattanooga, Tennessee
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**EXPLANATION OF ABBREVIATIONS OF STATES AND PROVINCES
FOR STANDARD USE THROUGHOUT THE TARIFF, AS AMENDED**

ABBREVIATION & EXPLANATION		ABBREVIATION & EXPLANATION	
AB	Alberta, Canada	NC	North Carolina
AK	Alaska	ND	North Dakota
AL	Alabama	NE	Nebraska
AR	Arkansas	NF	New Foundland, Canada
AZ	Arizona	NH	New Hampshire
BC	British Columbia, Canada	NJ	New Jersey
CA	California	NM	New Mexico
CO	Colorado	NS	Nova Scotia, Canada
CT	Connecticut	NT	Northwest Territories, Canada
DC	District of Columbia	NV	Nevada
DE	Delaware	NY	New York
FL	Florida	OH	Ohio
GA	Georgia	OK	Oklahoma
HI	Hawaii	ON	Ontario, Canada
IA	Iowa	OR	Oregon
ID	Idaho	PA	Pennsylvania
IL	Illinois	PE	Prince Edward Island, Canada
IN	Indiana	PQ	Quebec, Canada
KS	Kansas	RI	Rhode Island
KY	Kentucky	SC	South Carolina
LA	Louisiana	SD	South Dakota
MA	Massachusetts	SK	Saskatchewan, Canada
MB	Manitoba, Canada	TN	Tennessee
MD	Maryland	TX	Texas
ME	Maine	UT	Utah
MI	Michigan	VA	Virginia
MN	Minnesota	VT	Vermont
MO	Missouri	WA	Washington
MS	Mississippi	WI	Wisconsin
MT	Montana	WV	West Virginia
NB	New Brunswick, Canada	WY	Wyoming

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**EXPLANATION OF ABBREVIATIONS OF STATES AND PROVINCES
FOR STANDARD USE THROUGHOUT THE TARIFF, AS AMENDED**

ABBREVIATION OR REFERENCE MARKS	EXPLANATION
AQ	Any Quantity
C.O.D.	Collect On Delivery
Col	Column
Cont'd	Continued
CVEN	Covenant Transport, Inc.
CWT	Cents per 100 pounds
Cy	County
HGB	Household Goods Carriers' Committee, Agent
ICC	Interstate Commerce Commission
Inc.	Incorporated
Lbs.	Pounds
(LU)	Shipper to Load, Consignee to Unload
M	Denotes Thousands
Min.	Minimum
No.	Number
NOI	Not more specifically described herein
SU	Set Up
TL	Truckload
US	United States
Vol.	Volume
\$	Dollar(s)
c	Cent(s)
«	Reduction
»	Increase
@	Addition
(B)	Between Application
©	Cancel
ft.	Feet
"	Inches
^	Denotes changes in wording, the result in which is neither an increase nor a reduction in charges

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COVENANT TRANSPORT RESERVES THE RIGHT TO CHANGE AND/OR DISCONTINUE ANY OF THE PROVISIONS SET FORTH HEREIN, WITHOUT NOTICE.

**SECTION 1
RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF**

ITEM 1.1

DELAY

Covenant Transport, Inc shall not be liable for delay caused by highway obstruction, impassable or faulty highways, bridges, roads or ferry closures or caused by mechanical breakdown of vehicle or equipment or from any cause other than the sole negligence of CARRIER.

ITEM 1.2

GENERAL COMMODITIES

Covenant Transport, Inc. shall transport general commodities except for classes A and B explosives, household goods and commodities in bulk.

ITEM 1.3

IMPRACTICAL OPERATIONS

Nothing in this Tariff shall be construed as making it binding on the part of the CARRIER to receive a shipment from a point of origin or to make a delivery to a point of destination at which, on account of the conditions of streets, highways, alleys, bridges, or terrain, it is impractical or unsafe to operate CARRIER's motor vehicle under its own power.

ITEM 1.4

GOVERNING PUBLICATIONS

This tariff is governed, except as otherwise provided herein, by the following described publications, and by supplements or loose-leaf page amendments thereto or successive issues thereof.
Mileage Guide - PC Miler, Practical Miles - ALK & Associates - Most current Version

ITEM 1.5

CUSTOMS OR IN-BOND FREIGHT

Carrier may, at its option, accept shipments where customs officials must be present to clear "In-Bond" freight unloaded from carrier's equipment.

ITEM 1.6

FRACTIONS, DISPOSITION OF

In computing freight charges or mileage, all fractions must be retained at their full value until the final result is obtained, and then all remaining fraction will be disposed of in the following manner:

Fractions of less than 1/2 (.5) - Omit

Fractions of 1/2 (.5) or greater - Increase to next whole unit

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SECTION 1

RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF

ITEM 1.7 PICK-UP AND DELIVERY

Except as provided in NOTE 1, rates include pick-up and/or delivery of commodities at all points within the limits of the cities, town or villages of origin, or points of destination.

The term "pick-up", as used herein, means the service performed by the carrier or its agent in calling for and collecting freight from a loading site, platform, doorway, or shipping room directly accessible to highway vehicle of the carrier or its agent at a warehouse, factory, store, place of business or private residence.

The term "delivery", as used herein, means the service performed by the carrier or its agent in transporting freight to a platform, doorway, receiving room, or unloading site directly accessible to highway vehicle of the carrier or its agent at a warehouse, factory, store, place of business or private residence.

ITEM 1.8 REFERENCE TO TARIFF'S, ITEMS, NOTES, RULES OR OTHER PROVISIONS

When reference is made to a tariff, item, rate, rule or other provisions, such reference will include all supplemental corrections or successive issues of said tariffs, items, rules or other provisions.

ITEM 1.9 REFUSED, REJECTED AND REDELIVERY OF SHIPMENT

When conditions over which carrier has no control make it impossible for carrier to deliver the shipment at the place designated on the bill of lading, or when a shipment is refused at destination by consignee, or when a shipment cannot otherwise be delivered, carrier will notify shipper for instruction on disposition of the shipment.

If the shipment is diverted or reconsigned, the point diverted to or reconsigned will be considered as the point of destination and transportation charges will be assessed accordingly.

If a shipment is rejected, wholly or in part, by one consignee at destination, it may be returned to point of origin upon the instructions of shipper. The rate for the return movement of rejected shipments shall be the same as the rate for the outbound movement in effect on the date of return.

ITEM 1.10 SHORING OR BLOCKING

Shipments loaded on carrier's vehicles by consignor shall be properly secured and braced by the consignor.

EXCEPTION: At the request of the consignor, carrier will perform shoring or blocking services and will furnish such materials as are necessary for this purpose. A charge of \$18.00 per man-hour or fraction thereof will be assessed for this service.

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SECTION 2

RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF

RATES

ITEM 2.1

APPLICATION OF RATES

Where applicable, rates are named as being from or to a certain area (i.e. Texas points on and east of US Hwy 281) all points within the entire corporate limits of the cities, towns, or villages divided by the named highway will be charged the applicable rate as being "on" the named highway.

In the determinations of applicable rates, the following order of precedence will be observed:

1. The applicable rate will be based on the most specific description of commodity (e.g. rates on paper will take precedence over forest products; forest products will take precedence over rates on freight, all kinds, etc.).
2. The applicable rate will be based on the most specific geographic or political jurisdiction of the origin and destination (e.g. rates from Chicago will take precedence over Cook County; and rates from Cook County will take precedence over rates from points in Illinois).
3. Where two or more rates on freight, all kinds could have application to a shipment, the rate which applies from the most specific geographic or political jurisdiction will take precedence (e.g. rates from Chicago will take precedence over rates from Illinois).

In the application of county rates, if a destination city is bisected by two or more counties, the rate to the highest rated county will apply.

ITEM 2.2

TERRITORIAL APPLICATION

Territorial application for rates from or to divided states will be as follows:

ALABAMA	North	350-362, 367-369	South	363-366
CALIFORNIA	North	932-966	South	900-931
FLORIDA	North	320-326	South	327-349
GEORGIA	North	300-312, 318-319	South	313-317
MICHIGAN	North	496-499	South	480-495
NEW YORK	East	100-127	West	128-149
OREGON	East	977-979	West	970-976
PENNSYLVANIA	East	170-196	West	150-169
TENNESSEE	East	373-374, 376-379	West	370-372, 375, 380-385
TEXAS	East	750-767, 770-778	West	768, 769, 779-799
WASHINGTON	East	988-994	West	980-987

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SECTION 2

RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF

ITEM 2.3 METHOD OF CANCELLATION OF ORIGINAL AND REVISED PAGES

When this tariff is amended by revised pages, the cancellation of prior pages will be effected by means of this rule. A revised page will not show a cancellation notice. Revisions of each page will be issued in numerical sequence.

Except where a specific cancellation is shown on a new revised page, a revised page cancels any and all uncanceled portions thereof, which bear the same page number.

For example: "1st Revised Page 10" will have the effect of canceling Original Page 10.

"45th Revised Page 12" will have the effect of canceling 44th Revised Page 12.

"13th Revised Page 4-A" will have the effect of canceling 12th Revised Page 4-A and also 11th Revised Page 4-A, if the cancellation of 12th takes place on or before its effective date.

ITEM 2.4 QUOTES

Quotes are for informational purposes only. The correct and applicable rates and charges for a shipment shall be those rates and charges published in this tariff, contract rate schedule or spot rate form in effect of the date shipment.

ITEM 2.5 BILL OF LADING

The terms and conditions of the standard truckload bill of lading shall apply to all transportation provided and non-conforming shipping documents executed by drivers or shipping supervisors are evidence of receipt of goods only. Drivers are not authorized to bind carrier to non-conforming bills of lading.

SECTION 3

RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF

ITEM 3.1 CLAIMS, LOSS AND DAMAGE

Claims for loss or damage will be subject to 49 CFR 370. Carrier's liability for loss or damage to cargo shall, in no way, exceed \$100,000 per trailer.

ITEM 3.2 CLAIMS FOR OVERCHARGE, DUPLICATE PAYMENT, OVER COLLECTION

Claims for overcharge, duplicate payment and over collection will be subject to 49 CFR 1008.

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SECTION 4

RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF

ACCESSORIAL DESCRIPTION AND CHARGES

ITEM 4.1

MINIMUM CHARGE

Except as otherwise provided, rates are subject to a minimum charge of \$660.00.

ITEM 4.2

STOP-OFFS

A shipment tendered on one bill of lading or shipping receipt, from one consignor consigned to one consignee, may be stopped in transit at any point or place between the origin and final destination for the purpose of partial loading and/or unloading, subject to the following:

1. As to shipments moving on mileage rates, mileage will be determined by the shortest route via the stop-off point or points from origin to destination in accordance with provisions of Item 100 herein.
2. The bill of lading or shipping order must show the point or points at which the shipment is to be stopped for partial loading or unloading together with a complete description of the kind and quantity of freight to be loaded or unloaded at each point and the name and address of the party to whom each portion is to be delivered.
3. If pickup and/or delivery is made at two or more different addresses in the same point (city, town or village), each pickup and/or delivery will be considered a separate stop in the application of this rule.
4. The substitution of other property for that originally loaded or the exchange of contents of the load in any manner is prohibited.
5. The word "stops" or "stop", as used herein, means the stopping for the purpose of partial loading or for partial unloading, excluding the initial loading at origin, the final unloading at destination.
6. The charge for each stop-in-transit for partial loading or unloading exclusive of those at initial origin and final destination is:

1st stop off.....	\$150.00
2nd stop off.....	\$300.00
3rd stop and each stop thereafter.....	\$500.00

***These charges are in addition to any charges applicable in Item**

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RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF

ACCESSORIAL DESCRIPTION AND CHARGES

ITEM 4.6

PROOF OF DELIVERY

When carrier is requested to provide a hard copy of the Bill of Lading to accompany each freight bill, a fee of \$15 per copy of Bill of Lading will be charged. In order to avoid the P.O.D. fee, shipper may access Covenant's web site (www.covenanttransport.com) to retrieve the necessary documents free of charge and/or request email billing and receive P.O.D.'s are "no charge."
When an original Bill of Lading is requested, a fee of \$30 will apply.

ITEM 4.7

HAZARDOUS MATERIALS

When carrier is requested to haul products specified by DOT as hazardous and/or requiring placards, an **up charge will apply of \$150 per load**. A minimum of 24 hours advance notice must be given to Covenant Transport, Inc. before tendering shipment advising name of consignor, origin, consignee and destination. Material Safety Data Sheet information must be clearly and completely listed on the Bill of Lading. When special permits are required by federal, state, provincial or local regulation, the purchase costs of such permits will be paid by or billed to the party responsible for the freight charges. The packaging, labeling and description on all shipping documents for hazardous commodities are governed by the rules and regulations set forth in 49 CFR 160 through 180, inclusive, and consignor shall comply with same. Consignor shall indemnify Covenant Transport, Inc. against any property damage, loss, injury, death, or other liability, including costs of clean up, disposal, fines, remediation, attorney fees and related expenses, resulting from consignor's noncompliance with the obligation set forth in this section 4, item 121.

ITEM 4.8

PAYMENT OF CHARGES

Where credit is extended, the following provisions for payment of transportation charges will apply. **Payment will be due within 21 days from invoice date.** If payment is not received within 30 days of invoice date a late fee of \$15 per bill per month plus interest at the rate of 1.5 % per month can be charged. Offsetting charges for freight is not permitted.
On those charges where Covenant Transport is to bill freight charges "Freight Collect" and consignee fails to remit payment within thirty (30) days, Covenant Transport, Inc. will re-submit the freight bill to the consignor for payment to Covenant Transport, Inc. for services rendered on the consignor's behalf, Bill of Lading Provisions notwithstanding.

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RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF

ACCESSORIAL DESCRIPTION AND CHARGES

ITEM 4.9

FUEL SURCHARGE

Carrier will use the National DOE base diesel price of \$1.05 unless otherwise noted. Every week the diesel price increases to \$.02 per gallon over \$1.05, a \$.005 per mile surcharge will be assessed.

Emergency Supplemental Fuel Surcharge: In the event when PADD 5 fuel exceeds or equals DOE National average by \$.10, Covenant Transport will initiate an Emergency Supplement Fuel Surcharge. The fuel surcharge will be based on \$.02 increments and will be flat rated on all loads from West Coast to the Eastern states and mileage basis on intra PADD moves. The updated charge per load and PADD map can be found on www.covenanttransport.com on the first business day of the week. See attached for definition and calculation. Website will display most current version.

Refrigerated Trailer Fuel Surcharge: Applicable to all temperature controlled loads, Carrier will use National DOE based diesel of \$1.05 unless otherwise noted. Every week the diesel price increases or decreases \$.02, a \$.00125 (one eighth of 1 cent) per mile surcharge will be assessed or adjusted to cover the fuel used to power refrigerated trailer equipment.

ITEM 4.10

CONGESTION FEE

A charge of \$500 per load will be applied to all shipments that have any or all drops or pick ups in New York City, Burroughs and Long Island, NY. Burroughs zips:100-104, 107-108, 110-119

ITEM 4.11

DELAY IN TRANSIT

Shipper will have 24 hours free time after loading, if delivery appointment after 24 hours free time is in excess of legal solo driving time a delay in transit charge of \$75 per 24 hour period will apply until delivered.

ITEM 4.12

DETENTION (WITH POWER)

Two hours will be allowed for each pick up, stops or scheduled appointment time and two hours will be allowed for each delivery, stop or scheduled appointment time. Time shall be computed by the use and verification of Qualcomm from the scheduled appointment time or time of arrival, whichever is later, until the time carrier's vehicle is ready for departure. When pickup or delivery is not completed within the free time allowed, detention charges will be assessed at a charge of \$100 per hour billed at \$25 per each full 15 minute increment to the responsible party for freight charges.

The maximum amount of detention charges for each 24 hour period if solo driver is \$600 and \$1000 for a team. Shipping and/or receiving locations which do not give specific appointment times and are "first come, first serve basis", free time will begin upon **arrival**. If and when carrier arrives late for a schedule or re-scheduled appointment, detention charges will not apply.

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RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF

ACCESSORIAL DESCRIPTION AND CHARGES

ITEM 4.13 DETENTION (WITHOUT POWER)

When shipper or consignee is unable to unload within the allotted free time and requests the trailer to be dropped, detention will begin when the power unit is detached or after the allotted free time has expired and be computed and charged as follows based on 7 days a week / 24 hours per day including holidays and weekends. 0-24 Hours is free time. After 24 Hours is \$75 per day including weekends and holidays. **Detention without power will not be prorated for a portion of a day.**

In addition, a pickup charge of \$250 will be charged for picking up the trailer.

Note: Trailer pools (empty trailers) staged to support outbound loads are not subject to detention.

These charges are in addition to any charges applicable in Note 3.

ITEM 4.14 VEHICLE ORDERED, BUT NOT USED

When a vehicle is requested and provided, but due to no fault of carrier is not used, a charge of \$300 for singles and \$500 for teams shall be assessed.

ITEM 4.15 RECONSIGNMENT OR REDELIVERY

A charge of \$150 plus all other applicable charges will apply.

ITEM 4.16 TEAM SERVICE

All rates are based upon solo transit times unless otherwise noted. If expedited or team service is requested, a \$.15 per mile up charge will apply.

ITEM 4.17 RESTRICTED ROUTES

All rates are based on legal routes. Any charges for service on restricted routes will be in addition to all published or agreed upon rates.

ITEM 4.18 REFRIGERATED SERVICES

If refrigerated or protective service is requested, a \$.10 per mile up charge will be assessed with a minimum charge of \$100.

ITEM 4.19 OUT-OF-ROUTE / CIRCUITOUS MILES

When out-of-route miles for stops-in-transit exceed the total miles on point-to-point rates, all out-of-route / circuitous miles will be billed at the applicable rate per mile.

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RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF

ACCESSORIAL DESCRIPTION AND CHARGES

ITEM 4.20

PALLET EXCHANGE

If Covenant Transport Inc. is required to provide pallets, the following accessorial cost will be assessed per pallet, in addition to the line haul rate and all other applicable charges; the greater of \$10 per pallet or the actual cost per pallet.

ITEM 4.21

BORDER FEES

Canadian border crossing fee is \$150 per occurrence. Periods of unnecessary delay due to complications caused by the consignor and/or consignee will be charged applicable detention with power charges. Payor will reimburse 100% of any fines or penalties levied against Covenant Transport Inc. that result from inadequate information provided to the carrier.

ITEM 4.22

RELEASED EVALUATION/SIMPLIFIED PRICING

Unless otherwise agreed in writing, all common carrier shipments are rated as Freight All Kinds for named customers and are subject to a maximum cargo liability of \$2.50 per pound per article or \$100,000 per truckload shipment, whichever is less.

ITEM 4.23

Inadvertence Clause

If a shipper declares a value exceeding \$2.50 per pound per article or \$100,000 per truckload without first obtaining mutual written agreement from the properly authorized party from Carrier and alternative pricing to reflect such increase, the shipment will not be accepted, but if the shipment is inadvertently accepted, it will be considered as being released to a value of \$2.50 per pound per article or \$100,000 per truckload, whichever is less, and the shipment will move subject to such limitation of liability.

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SECTION 5

RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF

CURRENT STANDARD ACCESSORIAL SUMMARY

ITEM 5.1 MINIMUM CHARGE

Subject to a **Minimum Charge** of \$660, unless otherwise noted.

ITEM 5.2 STOP-OFFS

The charge for each **stop-in-transit** for partial loading or unloading exclusive of those at initial origin and final destination is: \$150 for 1st stop; \$300 for 2nd stop; \$500 for 3rd stop and each stop thereafter.

These charges are in addition to any charges applicable in Notes 14 and 15.

ITEM 5.3 DRIVER LOAD AND/OR UNLOAD

If Carrier's driver loads (includes counting, tailgating or a request to assist another in the loading) or unloads, a charge of \$150 for each service will be assessed to the Shipper. In the event an outside service is used to load and/or unload, then the total price charged by said outside service will be passed on to the Shipper for his account. If the loading and/or unloading is not completed within the free time allotted, Detention With Power charges will apply as shown in Note 14.

ITEM 5.4 C.O.D. SHIPMENTS

COD fees are \$250 or 10% of the amount collected, whichever is greater.

ITEM 5.5 PROOF OF DELIVERY

Shipper may access Covenant's web site to retrieve the necessary documents free of charge or request e-mail billing and receive POD's at "no charge". **When an original Bill of Lading is requested, a fee of \$30 will apply.**

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CURRENT STANDARD ACCESSORIAL SUMMARY

ITEM 5.6

HAZARDOUS MATERIALS

When carrier is requested to haul products specified by DOT as hazardous and/or requiring placards, an **up charge will apply of \$150 per load**. A minimum of 24 hours advance notice must be given to Covenant Transport, Inc. before tendering shipment advising name of consignor, origin, consignee and destination. Material Safety Data Sheet information must be clearly and completely listed on the Bill of Lading. When special permits are required by federal, state, provincial or local regulation, the purchase costs of such permits will be paid by or billed to the party responsible for the freight charges. The packaging, labeling and description on all shipping documents for hazardous commodities are governed by the rules and regulations set forth in 49 CFR 160 through 180, inclusive, and consignor shall comply with same. Consignor shall indemnify Covenant Transport, Inc. against any property damage, loss, injury, death, or other liability, including costs of clean up, disposal, fines, remediation, attorney fees and related expenses, resulting from consignor's noncompliance with the obligation set forth in this section 4, item 121.

ITEM 5.7

PAYMENT OF CHARGES

Where credit is extended, the following provisions for payment of transportation charges will apply. **Payment will be due within 21 days from invoice date**. If payment is not received within 30 days of invoice date a late fee of \$15 per bill per month plus interest at the rate of 1.5 % per month can be charged. Offsetting charges for freight is not permitted. On those charges where Covenant Transport is to bill freight charges "Freight Collect" and consignee fails to remit payment within thirty (30) days, Covenant Transport, Inc. will re-submit the freight bill to the consignor for payment to Covenant Transport, Inc. for services rendered on the consignor's behalf, Bill of Lading Provisions notwithstanding.

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SECTION 5

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CURRENT STANDARD ACCESSORIAL SUMMARY

ITEM 5.8

FUEL SURCHARGE

Carrier will use the National DOE base diesel price of \$1.05 unless otherwise noted. Every week the diesel price increases to \$.02 per gallon over \$1.05, a \$.005 per mile surcharge will be assessed.

Emergency Supplemental Fuel Surcharge: In the event when PADD 5 fuel exceeds or equals DOE National average by \$.10, Covenant Transport will initiate an Emergency Supplement Fuel Surcharge. The fuel surcharge will be based on \$.02 increments and will be flat rated on all loads from West Coast to the Eastern states and mileage basis on intra PADD moves. The updated charge per load and PADD map can be found on www.covenanttransport.com on the first business day of the week. See attached for definition and calculation. Website will display most current version.

Refrigerated Trailer Fuel Surcharge: Applicable to all temperature controlled loads, Carrier will use National DOE based diesel of \$1.05 unless otherwise noted. Every week the diesel price increases or decreases \$.02, a \$.00125 (one eighth of 1 cent) per mile surcharge will be assessed or adjusted to cover the fuel used to power refrigerated trailer equipment.

ITEM 5.9

CONGESTION FEE

A charge of \$500 per load will be applied to all shipments that have any or all drops or pick ups in New York City, Burroughs and Long Island, NY. Burroughs zips:100-104, 107-108, 110-119

ITEM 5.10

DELAY IN TRANSIT

Shipper will have 24 hours free time after loading, if delivery appointment after 24 hours free time is in excess of legal solo driving time a delay in transit charge of \$75 per 24 hour period will apply until delivered.

ITEM 5.11

DETENTION (WITH POWER)

Two hours will be allowed for each pick up, stops or scheduled appointment time and two hours will be allowed for each delivery, stop or scheduled appointment time. Time shall be computed by the use and verification of Qualcomm from the scheduled appointment time or time of arrival, whichever is later, until the time carrier's vehicle is ready for departure. When pickup or delivery is not completed within the free time allowed, detention charges will be assessed at a charge of \$100 per hour billed at \$25 per 15 minute increment or any portion of a 15 minute increment (1 to 15) to the responsible party for freight charges. The maximum amount of detention charges for each 24 hour period if solo driver is \$600 and \$1000 for a team. Shipping and/or receiving locations which do not give specific appointment times and are "first come, first serve basis", free time will begin upon **arrival**. If and when **carrier arrives late** for a schedule or re-scheduled appointment, **detention charges will not apply**.

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RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF

CURRENT STANDARD ACCESSORIAL SUMMARY

ITEM 5.12 DETENTION (WITHOUT POWER)

When shipper or consignee is unable to unload within the allotted free time and requests the trailer to be dropped, detention will begin when the power unit is detached or after the allotted free time has expired and be computed and charged as follows based on 7 days a week / 24 hours per day including holidays and weekends. 0-24 Hours is free time. After 24 Hours is \$75 per day including weekends and holidays. **Detention without power will not be prorated for a portion of a day.** In addition, a pickup charge of \$250 will be charged for picking up the trailer.

Note: Trailer pools (empty trailers) staged to support outbound loads are not subject to detention. **These charges are in addition to any charges applicable in Note 3.**

ITEM 5.13 VEHICLE ORDERED, BUT NOT USED

When a vehicle is requested and provided, but due to no fault of carrier is not used, a charge of \$300 for singles and \$500 for teams shall be assessed.

ITEM 5.14 RECONSIGNMENT OR REDELIVERY

A charge of \$150 plus all other applicable charges will apply.

ITEM 5.15 TEAM SERVICE

All rates are based upon solo transit times unless otherwise noted. If expedited or team service is requested, a \$.15 per mile up charge will apply.

ITEM 5.16 RESTRICTED ROUTES

All rates are based on legal routes. Any charges for service on restricted routes will be in addition to all published or agreed upon rates.

ITEM 5.17 REFRIGERATED SERVICES

If refrigerated or protective service is requested, a \$.10 per mile up charge will be assessed with a minimum charge of \$100.

COVENANT TRANSPORT, INC., A Tennessee Corporation

Rates/Rules Tariff No. 1

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EFFECTIVE: September 15, 2008

SECTION 5

RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF

CURRENT STANDARD ACCESSORIAL SUMMARY

ITEM 5.18 OUT-OF-ROUTE / CIRCUITOUS MILES

When out-of-route miles for stops-in-transit exceed the total miles on point-to-point rates, all out-of-route / circuitous miles will be billed at the applicable rate per mile.

ITEM 5.19 PALLET EXCHANGE

If Covenant Transport Inc. is required to provide pallets, the following accessorial cost will be assessed per pallet, in addition to the line haul rate and all other applicable charges; the greater of \$10 per pallet or the actual cost per pallet.

ITEM 5.20 BORDER FEES

Canadian border crossing fee is \$150.