

UNIFORM INTERMODAL INTERCHANGE AGREEMENT

DISPUTE RESOLUTION PANEL

In the Dispute Between )  
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UIIA Motor Carrier ) Case 20090609-1-XXXX-MR-OTH  
Appellant, and )  
 ) DECISION  
 ) August 20, 2009  
UIIA Equipment Provider )  
Respondent. )  
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**FACTS:** There were five disputed invoices in this case. In each instance the Motor Carrier (MC) interchanged a sealed domestic load from the Equipment Provider (EP), four from the NS in Jacksonville, FL and one from the NS in Austell, GA. None of the outbound TIR reported any defects. After unloading the equipment, MC dropped the empty equipment at a satellite facility designated by MC customer. MC customer initiated inspection and repairs of equipment at satellite facility before reloading. Another motor carrier moved the equipment from the satellite for reloading and returned to NS. Thus the inbound TIR did not report the defects for which the MC was invoiced. EP issued invoices to MC for repairs to damaged equipment that was identified at time of inspection at the satellite facility.

**BASIS OF CLAIM:** MC asserts that the EP failed to satisfy the UIIA requirement in Section E.3.a.1) which requires the EP to include factual documentation supporting the EP determination that the MC is responsible. MC also asserts that the last motor carrier handling the unit is held responsible for damage.

**DISCUSSION:** EP complied with Section E.3.a.1) of the UIIA. Section E.1. of the UIIA requires the MC to return the equipment to the location at which it was received unless there is a separate bilateral agreement between the MC and EP. There was no bilateral agreement authorizing the MC to terminate the equipment at the satellite yard. Therefore the MC remains responsible to the EP for any damages that occur to the equipment while it was interchanged to the MC. The fact that a different motor carrier returned the equipment to the EP does not relieve the MC of its responsibility to the EP because no separate bilateral agreement existed. This dispute was complicated by the fact that the MC customer instructed the MC to terminate the equipment at the satellite yard but the MC customer was not the EP. Only the EP and MC through a bilateral agreement can relieve the MC of its responsibility for the equipment until it is returned to the location at which it was received and/or authorize the use of the equipment by others thus making

**DECISION:** The panel unanimously finds in favor of the EP. Based upon Section E.1 and E.3.a of the UIIA whereas no separate bilateral agreement was in effect that would relieve the MC of responsibility.

DAVID MANNING  
Motor Carrier Member

BEN SHELTON  
Rail Carrier Member

**UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT**

**DISPUTE RESOLUTION PANEL REVIEW AND DECISION**

In the Dispute Between )  
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UIIA Motor Carrier, ) Case Number: **20131218-17-XXXI-MR-TR**  
Appellant, and )  
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UIIA Equipment Provider, ) Date of Decision: 03/31/2014  
Respondent )

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**UNDISPUTED FACTS:** The MC received a Maintenance & Repair invoice from the Equipment Provider (EP). Invoice number 332738, dated 09/27/2013, in the amount of \$00.00 shows the following:

<b>Job Code:</b>	<b>Condition:</b>	<b>Defect:</b>	<b>Location:</b>
1116 – Radial Tire	3 - Replace	14-Cut, Torn	RIR
5688 – Dispatch Fee	7 - Labor Only	32 - Per Contract	C
5686 – Service Call	7 – Labor Only	32 – Per Contract	C

The out-gate J-1, dated 09/11/2013, lists the MC as the out-gating MC, with no damage noted. The in-gate J-1 submitted by the EP shows that another trucking company in-gated the unit on 09/19/2013, with no damage noted. However, a service call was placed by the in-gating MC on 9/15/2013 to G & E Tire Service with regards to damage to the RIR tire.

**ISSUE:** The MC asserts that their company was never in possession of this equipment and that the EP is billing the wrong MC. The MC is basing their dispute on section E.3.a (1) of the UIIA and Section 7.B of the EP’s addendum.

The EP responded to the MC’s dispute by stating that the MC shows as the party on records at the time the equipment was interchanged, therefore it is the responsible party. The EP also states that they received no notifications from the MC that the equipment had been interchange to another party or dropped at another location. Therefore, the EP feels that this puts the responsibility of the equipment on Phase II.

**DISCUSSION:** The panel reviewed all documents and evidence submitted by the parties. The panel finds in favor of the EP. The out-gate J-1 dated 9/11/2013 lists the MC as the party who out-gated the equipment. Under provision E.1 “absent a separate bilateral agreement in written or electronic form between the Parties, the Motor Carrier shall use the Equipment for only the purposes for which it was interchanged, **not authorize use by others**, and promptly return the Equipment after its interchange purpose is complete.” The MC claims that they did not have the equipment in their possession but they were unable to produce any evidence to support this claim. Furthermore, under provision E.4.a the “repairs of damage to tires during the Motor Carrier’s possession is the sole responsibility of the Motor Carrier, based on prevailing reasonable and customary repair costs and equipment use.”

**PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:**

The panel relied upon the following provisions from the UIIA (August 26, 2013) to make its decision:

E. Equipment Use

1. Absent a separate bilateral agreement in written or electronic form between the Parties, the Motor Carrier shall use the Equipment for only the purposes for which it was interchanged, not authorize use by others, and promptly return the Equipment after its interchange purpose is complete. The Motor Carrier shall return the Equipment to the physical location at which the Equipment was received unless the Provider directs the Equipment to be returned to satellite locations as governed by 1) a written bilateral agreement between the Parties or 2) a notification from the Provider to the Motor Carrier via internet posting, e-mail, or shipping order. Satellite location(s) are facilities which are within the same local commercial territory and support operations of the Provider for the location from which the Equipment was originally received. Whenever a return location is changed, Provider must notify the Motor Carrier by e-mail by 16:00 p.m. local time the business day prior to the change becoming effective. Motor Carrier must furnish the Provider with e-mail addresses to be used for Motor Carrier notification when return locations are changed.

An Addendum to this Agreement does not constitute a separate bilateral agreement. **[Revised 11/18/09]**

4. Tires

a. Repair of Damage to tires during Motor Carrier's possession is the sole responsibility of Motor Carrier, based on prevailing reasonable and customary repair costs and equipment use. **[Revised 09/01/09]**

**DECISION:** The panel unanimously finds in favor of the EP.

**CASE REVIEWED AND DECIDED BY:**

ROBERT A. CURRY  
Motor Carrier Member

JAMES FITZGERALD  
Rail Carrier Member