#### TARIFF NO. 3

#### **INTERSTATE RATES AND CHARGES**

APPLYING ON

#### HOUSEHOLD GOODS SHIPMENTS

as described in herein

Between

All Points in the United States

Issue Date: November 21, 2022

Effective Date: November 22, 2022

### Issued by:

Dumbo Moving & Storage Inc. 15 North Oxford St Brooklyn, NY 11205

> USDOT 1543241 MC 573935

Prepared by: DOT Safety Group Robert F. Miller Safety Consultant (914) 474 4246

#### **SECTION I**

#### **RULES AND REGULATIONS GOVERNING THIS TARIFF**

## RULE 1 APPLICATION OF TARIFF

This tariff is applicable only on interstate traffic, i.e. traffic having origin and destination within the United States, as authorized under MC 573935

## RULE 2 DISCOUNTS FROM MAXIMUM RATES OR CHARGES

The rates and charges provided herein are maximum rates. Carriers may not exceed the maximum rate or charge applicable for any individual component set forth herein. All rates and charges herein may be discounted to a maximum of 70% of posted rates and charges.

Subject to the rules and regulations contained in Section I, the rates and charges shown in Sections II, III, and IV are the maximum rates and charges to be assessed by all carriers governed by this tariff, for all movements of household goods within the United States.

EXCEPTION: Section IV, Item 17 (Depreciation Valuation Charges) and Item 18 (Full Value Protection) include rates which are not subject to negotiated discounts.

### RULE 3 SCOPE OF TARIFF

Removed

# RULE 4 COMMODITY DESCRIPTION

Household goods, as used in connection with transportation, means personal effects and property used or to be used in a dwelling, when a part of the equipment or supply of such dwelling, and similar property if the transportation of such effects or property is arranged and paid for by the householder or another party.

## RULE 5 REISSUED ITEMS OR PAGES

References made herein to items, rules, or pages in this tariff include reference to reissue of such

items, rules, or pages.

#### **RULE 6**

#### CANCELLATION OF ORIGINAL AND REVISED PAGES

When this tariff is amended by revised pages, the cancellation of prior pages, except the title page, will be effected by means of this rule. A revised page will not show a cancellation notice except when a cancellation notice is necessary because of suspension, rejection, or other reason. Revisions of each page will be filed in numerical sequence. Except where a specific cancellation is shown on a new revised page, a revised page cancels any and all uncancelled revised or original pages or uncancelled portions thereof, which bear the same page number. EXCEPTIONS: When a specific cancellation on a prior revised page excepts a previously filed page wholly or in part, this rule does not have the effect of cancelling such excepted previously filed page or portion thereof.

- (A) As used in this tariff, the phrases, "released value", "declared value", "value declared by shipper", and "lump sum value" shall have the same meaning.
- (B) On any shipment where the transportation charge is based on weight and distance and/or hourly rated movements pursuant to the provisions of this tariff, the carrier's maximum liability shall be either (1) \$1.25 times the actual weight (in pounds) of the shipment (constructive weight on hourly shipments see 29(B) (Basis of Weight)), or the declared lump sum value, whichever is greater; or (2) \$.60 per pound for the actual weight of any lost or damaged article or articles, if the shipment has been expressly released by the shipper to such value per article. Unless the shipper expressly releases the shipment to a value not exceeding \$.60 per pound per article, the carrier's maximum liability for loss and damage shall be either the lump sum value declared by the shipper or an amount equal to \$1.25 for each pound of weight in the shipment, whichever is greater. The released value must be shown on the bill of lading in the following form and must be initialed only by the person signing the bill of lading:

## RULE 7 VALUATION

THE CONSUMER MUST SELECT ONE OF THESE OPTIONS FOR THE CARRIER'S LIABILITY FOR LOSS OR DAMAGE TO YOUR HOUSEHOLD GOODS <u>CUSTOMER'S</u> <u>DECLARATION of VALUE</u>

#### THIS IS A TARIFF LEVEL OF CARRIER LIABILITY – IT IS <u>NOT</u> INSURANCE

<u>OPTION 1</u> – The Cost Estimate that you receive from your mover MUST INCLUDE Full (Replacement) Value Protection for the articles that are included in your shipment. If you wish to waive the Full (Replacement) Level of protection you must complete the WAIVER of Full (Replacement) Value Protection shown below.

Full (Replacement) Value Protection is the most comprehensive plan available for protection of your goods. If any article is lost, destroyed or damaged while in your mover's custody, your mover will, at its option, either 1) repair the article to the extent necessary to restore it to the same condition as when it was received by your mover, or pay you for the cost of such repairs; or 2) replace the article with an article of like kind and quality, or pay you for the cost of such a replacement. Under Full (Replacement) Value Protection, if you do not declare a higher replacement value on this form prior to the time of shipment, the value of your goods will be deemed to be equal to \$6.00 multiplied by the weight (in pounds) of the shipment, subject to a minimum valuation for the shipment of \$6000. Under this option the cost of your move will be composed of a base rate plus an added cost reflecting the cost of providing this full value cargo liability protection for your shipment.

If you wish to <u>declare a higher value</u> for your shipment than these default amounts, you must <u>indicate that value here</u>. <u>Declaring a higher value may increase the valuation charge in your cost estimate</u>.

The Total Value of my shipme	nt is:			
\$(	to be provided by	the customer)		
Dollar Estimate of the cost of y	your move at Full (	(Replacement)	Value Protection:	
\$	(	to be provided	by carrier)	
Deductibles – You may also se (Replacement) Value level of liselection, the "No Deductible" will apply):	iability that will app	ply for your shi	pment. (If you do	not make a
\$250 Deductible ( [Cu (Customer's initials)	ustomer's initials])	— OR — \$500	Deductible (	)
\$750 Deductible ( [Cu (Customer's initials)	ustomer's initials])	— OR — \$1,00	0 Deductible (	)
Dollar Estimate of the cost of y	your move with \$ _		Deductible: \$	
(to be provided by carrier)				

Declaration of Article(s) of Extraordinary (Unusual) Value – I acknowledge that I have prepared and retained a copy of the "Inventory of Items Valued in Excess of \$100 Per Pound per Article" that are included in my shipment and that I have given a copy of this Inventory to the mover's representative. I also acknowledge that the mover's liability for loss of or damage to any article valued in excess of \$100 per pound will be limited to \$100 per pound for each pound of such lost or damaged article(s) (based on actual article weight), not to exceed the declared value of

or damage may be made on the attached inventory.	such articles for which a claim for loss
Χ	
(Customer's Signature)	(Date)
I acknowledge that for my shipment I have 1) ACCEPTE protection included in the estimate of charges and deck (if appropriate); and 2) received a copy of the "Your Righton" brochure explaining these provisions.	ared a higher Total Value of my shipment
X(Customer's Signature)	(Date)
OR	
destroyed or damaged while in your mover's cus weight of the individual article multiplied by 60 of for an audio component valued at \$1000 that we pounds times 60¢).	cents. For example, the settlement
Dollar Estimate of the cost of your move under the 60- (to be provided by carrier)	cents option: \$
COMPLETE THIS PART ONLY if you wish to WAIV Protection included in the higher cost estimate p for your shipment and instead select the LOWER Pound Per Article; to do so you must initial and s	rovided (above) (on the prior page) Released Value of 60 Cents Per
I wish to Release My Shipment to a Maximum Value of (Customer's Initials)	60 Cents per Pound per Article
I acknowledge that for my shipment I have 1) WAIVED protection for which I have received an estimate of cha Rights and Responsibilities When You Move" brochure 6	rges; and 2) received a copy of the "Your
X	
(Customer's Signature)	(Date)

The following are valuation charges for moves performed under Option 1. The value a shipper declares on a shipment must be at least equal to the weight of the shipment multiplied by \$6.00 per pound, subject to a minimum declaration of \$6,000 or the shipper can choose a higher lump sum amount based on shipper's estimate of what it would cost to replace entire shipment. With respect to volume- based estimates, volume shall be converted to weight by multiplying the number of cubic feet by seven (7).

The Additional Charge Will Be

Shipper Plac	es On Shi	pment	(See Notes 1 And 2):					
Deductible	<b>\$0</b>	\$250	<b>\$500</b>	\$750	\$1000			
Cost	\$10	\$9	\$8.50	\$8.00	\$7.50			

Note 1: Carrier may make annual adjustments in the table of values and charges shown herein to reflect changes in the U.S. Department of Labor Consumer Price Index by publishing a supplement to this Tariff.

Note 2: When storage-in-transit is provided, an additional valuation charge shall apply for the time shipment is in storage.

### PARTICLE BOARD/ ENGINEERED WOOD

# RULE 8 PARTICLE BOARD AND/OR ENGINEERED WOOD FURNITURE, COMMONLY KNOWN AS PRESS BOARD

Furniture manufactured from press board and/or engineered wood is designed to be shipped unassembled. It is not built to withstand the normal stresses of a move as an assembled unit. Chips and/or dents are not usually repairable. Surface impressions can be made on this type of furniture when writing on a single sheet of paper. Assembly instructions frequently suggest that connecting hardware pieces be glued in place. This does not significantly improve the structural integrity of the pieces, but does make disassembly impossible without creating substantial, unrepairable damage. Because of these problems, the shipper must select one of the following options: Option 1, 2 or 3 or the carrier will not transport press board furniture.

#### NOTE:

For Every \$1,000 In Value

The shipper's selection of one of these options must be attached to all copies of the Order for Service or Written Binding Estimate contract, including the copy given to the shipper.

- [ ] Option 1 I choose to disassemble all press board furniture prior to move. I assume all responsibility for damage to the press board furniture which may occur during the disassembly of the furniture.
- [ ] Option 2 I have engaged the services of another individual or company to disassemble

all press board furniture prior to more. I assume all responsibility for damage which may occur to the press board furniture during the disassembly of the unit.

**Option 3** I am tendering furniture constructed of press board fully assembled as part of our move. I understand that any claim for damage to the press board furniture may be denied due to inherent vice, based upon the fact that fully assembled press board furniture is inherently susceptible to damage as outlined above.

Shipper, owner or consignee must select Option 1, 2, or 3 by checking option above.

SHIPPER, OWNER OR CONSIGNEE SIGNATURE	
DATE:	

**CARRIER:** Attach a shipper signed and dated copy to your shipping documents. Retain for your records.

#### RULE 9

#### **ARTICLES OF EXTRAORDINARY VALUE**

- (A) The carrier will not assume any liability whatsoever for: documents, currency, money, jewelry, watches, precious stones, or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, revenue stamps, letters or packets of letters, articles of peculiarly inherent value, precious metals or articles manufactured there from, which are not specifically listed on the bill of lading or the inventory sheet.
- (B) All items included in a shipment that are considered to be of extraordinary (unusual) value must be specifically identified, and the carrier must be advised that they are included in the shipment. Items of extraordinary value are defined as those having a value of greater than \$100 per pound. Typically, household goods items that frequently have a value in excess of \$100 per pound per article are: currency, coins, jewelry, precious metals, precious or semi-precious stones or gems, gold, silver or platinum articles including silverware and service sets, china sets, crystal or figurines, fur or fur garments, antiques, oriental rugs or tapestries, rare collectible items or objects of art, computer software programs, manuscripts, or other rare documents. Of course, other items may also fall into this category and must be identified as well.
- (C) Owner (shipper) agrees that any claim for loss or damage must be supported by proof of value and understands settlement will be based upon the information furnished in writing and signed by the shipper, and the declaration of value contained on the accompanying bill of lading, the bill of lading terms and conditions, the tariff in effect at the time of the shipment, the household goods descriptive inventory, and all pertinent information available to the carrier. If

articles having a value in excess of \$100 per pound per article are not listed on the inventory, the shipper's signature attests to the fact that such articles are not included in the shipment. If through advertence or any other cause, items having a value in excess of \$100 per pound per article are included in a shipment and are not in writing and signed by the shipper, the shipper agrees that the carrier's liability for loss or damage to those items will be limited to no more than \$100 per pound per article (based upon the actual article weight).

### RULE 10 INSURANCE

The cost of insurance against marine risk or any other insurance for the benefit of the shipper will not be assumed by the carrier.

## RULE 11 PAYMENTS

(A) The carrier will not deliver or relinquish possession of any property transported by it until all tariff rates and charges thereon have been paid in cash, money order, certified check, or traveler's check, except where other satisfactory arrangements have been made between the carrier and the consignor or consignee, in accordance with the rules and regulations 49 CFR. Visa, Master Card, Discover and American Express will be accepted in lieu of the aforementioned types of payment.

\*\*\*There may be a 4% surcharge on all credit card charges.

- (B) Nothing herein shall limit the right of the carrier to require, at time of or before shipment, the prepayment in part or in full or guarantee of the charges.
- (C) Subject to the foregoing paragraphs, provisions for payment of charges on storage-in-transit shipments are contained in Rule 48 (Storage-In-Transit).
- (D) A finance charge of 3% per month will apply to payments made after thirty (30) days from date of invoice.

# RULE 12 REGULAR HOURS OF SERVICE

Regular hours for service shall be between 8:00 a.m. and 6:00 p.m. on each day of the week except legal holidays (national, state, or municipal). Delivery will be tendered during regular hours of service unless agreed to otherwise by carrier and shipper.

### RULE 13 NONBINDING ESTIMATES SUBJECT TO 110% RULE

Motor carriers subject to the rules and regulations of this tariff must, upon shipper's request, provide a nonbinding estimate of charges for services to be rendered. All such estimates shall be in writing and have clearly indicated on the face of them that the estimate is nonbinding on the part of the carrier, and that the charges shown are the approximate charges which will be assessed for the services identified in the estimate. The estimate must clearly describe the shipment and all services to be provided and be prepared in such format as provided in Section V. At the time of delivery of a collect-on-delivery shipment, the shipper may request delivery of the shipment upon payment, in the form acceptable to the carrier, of an amount not to exceed 110% of the estimated charges. This provision would not apply when such shipment is being delivered to a warehouse for storage at the request of the shipper. The carrier must, upon request of the shipper, relinquish possession of the shipment upon payment of not more than 110% of the estimated charges and shall defer demand for the payment of the balance of any remaining charges for a period of thirty (30) days following the date of delivery.

EXCEPTION: Nonbinding estimates are not required if the shipper requests such estimate less than five (5) business days prior to the move or if the total weight of the shipment is less than 500 pounds.

## RULE 14 BINDING GUARANTEED ESTIMATES

Motor carriers subject to the rules and regulations of this tariff must, upon shipper request, provide a binding guaranteed estimate of services to be rendered. All such estimates shall be in writing and have clearly indicated on the face thereof that the estimate is binding on both the carrier and the shipper. The estimate will be provided in such format as specified in Section V. The estimate must clearly describe the shipment and all services to be performed. At time of shipment, any additional services performed by the carrier at the request of the shipper and not covered in the binding guaranteed estimate will be billed at the appropriate rate, and a Change Order/Addendum to Estimated Cost of Services form will be completed.

EXCEPTION: Binding guaranteed estimates are not required if the shipper requests such estimate less than five (5) business days prior to the move or if the total weight of the shipment is less than 500 pounds.

## RULE 15 BINDING NOT-TO-EXCEED ESTIMATES

Removed

### RULE 16 MILEAGE AND APPLICATION

- (A) Except as otherwise provided herein, where rates herein are based on mileage, the applicable distance or mileage shall be that shown on Google Maps software and shall be computed in the following manner:
  - 1. When the point of origin and point of destination are shown in "city-to-city mileage chart" on this map, such mileage will apply regardless of mileage that may be determined by adding the individual distances shown on the map.
  - 2. When the point of origin and the point of destination are not shown in the "mileage chart" on this map, then the mileage shall be determined by adding the individual distances shown on the map, via the shortest practical route.
- (B) If the shipper requests a longer route than the shortest practical route as shown on the above-mentioned highway map, the mileage over the longer route shall apply.
- (C) If transportation rates are not shown herein for the actual distance provided on the abovementioned highway map, the rate shown for the next greater distance shall apply.

# RULE 17 HOURLY RATE TRANSPORTATION APPLICATION

In calculating transportation on shipments moving for a ratemaking distance of 400 miles or less from 15 North Oxford St Brooklyn, NY 11205, the hourly rates as shown in Section II shall apply, if this option is chosen by the shipper. If this option is not chosen by the shipper the rates for transportation charges in Section III shall apply.

## RULE 18 DISPOSITION OF FRACTIONS AND PARTS OF HOURS

Dispose of fractions in computing a charge by omitting fractions of less than one-half of one cent and increase fractions of one-half of one cent and greater to the next whole cent. Fractions of an hour on charges based on hourly rates will be disposed of as follows: Where the time involved is 15 minutes or less, the charge shall be for one-quarter (1/4) hour. When in excess of the 15 minutes but not more than 30 minutes, the charge shall be for one-half (1/2) hour. When in excess of 30 minutes but not more than 45 minutes, the charge shall be for three-quarters (3/4) hour. When in excess of 45 minutes and not over one hour, the charge shall be for one (1) hour.

#### RULE 19 COMPUTING CHARGES

- (A) Except as otherwise provided herein, weight and distance rates in this tariff are stated in dollars and cents per 100 pounds, and total charges shall be computed by multiplying the weight of each shipment by the rate shown per 100 pounds, except as provided in paragraph (B) of this rule. When a shipment is transported a distance in excess of 800 miles, charges shall be computed as follows:
  - 1. First find the rate for 800 miles in the applicable table of rates (Section III);
  - 2. Next find the rate for the excess distance over 800 miles in the same table of rates;
  - 3. Add the above two rates together to get the through rate per 100 pounds to apply on entire shipment.
- (B) Transportation charges based on actual weight of the rate provided thereof shall not exceed charges based on the next higher minimum weight at the rate provided for such higher minimum weight. The weights shown under columns headed "Break Point" in Section III are the weights at which a lower charge develops by use of minimum weight and applicable rate shown in the next higher weight bracket.
- (C) Hourly charges will be computed by applying the proper hourly rate contained in Section II to the actual number of hours required to accomplish the move.

# RULE 20 MINIMUM WEIGHT CHARGE

Except as may be otherwise specifically provided for in this tariff, or as amended, a shipment weighing less than 1000 pounds shall be accepted only at a weight of 1000 pounds and applicable rates and charges based on weight shall be subject to 1000 pound minimum.

# RULE 21 COMPLETE OCCUPANCY OF VEHICLE

- (A) Subject to the availability of equipment for the particular service desired, a shipment, the displacement of which completely occupies the loading space of a vehicle, or the peculiar displacement of which completely occupies the loading space of a vehicle, or the peculiar character of which otherwise prevents its transportation with other shipments on the same vehicle, will be accepted at charges computed on the actual weight subject to a minimum weight based on 7 pounds per cubic foot of total vehicle space. (See Rule 26 Display of Van Space).
- (B) Bill of Lading to be marked or stamped:

COMPLETE OCCUPANCY OF A VEHICLE

SHIPMENT MOVING AT WEIGHT OF	15,000 POUNDS
ACTUAL WEIGHT	10,000POUNDS

# RULE 22 MOVEMENT OF EMPTY VEHICLES

- (A) A shipper having one or more shipments and desiring to continue movement of all such shipments may request the empty movement of equipment from destination to point of origin of next shipment for further loading subject to the availability of equipment and at charges shown in Section IV, Item 11 (Empty Mileage Charge). The empty movement of equipment shall be ordered in writing at the time shipments are accepted for transportation.
- (B) Empty mileage operated from destination to next origin shall be that shown on the current highway map as shown on Google Maps.

# RULE 23 EXCLUSIVE USE OF A VEHICLE

- \$ 3.00 per actual mile
- (A) Transportation Subject to the availability of equipment, a shipper may order use of a vehicle of specific cubic capacity for transportation of a shipment. Transportation charges shall be based on actual weight subject to minimum charges as follows:
  - 1. If the capacity of vehicle ordered is 1,000 cu. Ft. or less the minimum charge shall be based on 7,000 pounds.
  - 2. If the capacity of vehicle ordered is in excess of 1,000 cu. ft., the minimum charge shall be based on 7 pounds per cubic foot of total vehicle space ordered.
- (B) If at time for loading such shipment, carrier does not have available a vehicle of capacity ordered, carrier may substitute a vehicle or vehicles of an equivalent or greater capacity and transportation charges and minimum therefore shall be the same as would apply had carrier furnished a vehicle of the capacity ordered. (See Rule 26 Display of Van Space)

(C)	Bill	of Lading to contain the	following language:	
	E	exclusive Use of a Ibs.	cu. ft. vehicle (Minimum 1,000 cu. ft.) Shipment	moving at
Actı	ual W	eight of lbs.		

Signature of Shipper or Agent:
RULE 24 SPACE RESERVATION FOR A PORTION OF VEHICLE
(A) Subject to availability of equipment, shipper may reserve a portion of the capacity of a vehicle by ordering a specific quantity of space, in units of 100 cu. ft., and accepting transportation charges based on actual weight of shipment subject to minimum transportation charges as follows:
300 cu. ft. or less Flat Charge \$100.00
More than 300 cu. ft Flat Charge \$250.00
(B) Bill of Lading to contain the following language:  Space Reservation of cu. ft. (Minimum 300 cu. ft.)  Signature of Shipper or Agent:
RULE 25 EXPEDITED SERVICE
(A) Expedited Service used herein means tendering delivery of a shipment on or before a specified date, subject to the following minimum weights:
1. Less than 4,000 lbs. and moving a distance of 80 miles or less;
<ol> <li>Less than 5,000 lbs. and moving a distance of 81 miles and not more than 150 miles; Less than 8,000 lbs. and moving a distance of 151 miles or more.</li> </ol>
(B) Subject to availability of equipment for the particular service desired, shippers may obtain expedited service on shipments of less than the weights described in (A) above, and transportation charges shall be computed on the basis of applicable minimum weight above and tariff rates applicable to such minimum weights. The carrier shall not be required to provide exclusive use of vehicle under this rule. For exclusive use of vehicle, refer to Rule 23 (Exclusive Use of a Vehicle).
(C) Bill of Lading to contain the following language:
Expedited Service of miles Shipment Moving at lbs. Actual Weight of lbs.
Signature of Shipper or Agent:  (D) Except in case of the fault of the shipper, in the event the shipment is not tendered for

delivery on or before the delivery date, this rule shall not apply. In such case, the charges for the shipment shall be subject to all other applicable rules and provisions of this tariff.

(E) Valuation shall be at actual weight.

### RULE 26 DISPLAY OF VAN SPACE

The number of cubic feet of van space shall be legibly displayed on each side of the vehicle used by the carrier in rendering service under Rules 21 (Complete Occupancy of Vehicle), Rule 23 (Exclusive Use of a Vehicle), and Rule 24 (Space Reservation for a Portion of Vehicle).

### RULE 27 BILL OF LADING

(A) Unless otherwise provided in this tariff, when property is transported subject to the provisions of this tariff, or as amended, the acceptance and use of the Uniform Household Goods Bill of Lading as described herein is required.

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

Any alteration, addition, or erasure on a bill of lading which shall be made without the special notation thereon of the agent of the carrier issuing the bill of lading shall be without effect, and the bill of lading shall be enforceable according to its original tender.

(B) The rates and charges shown herein are reduced rates conditioned upon the use of the Uniform Household Goods Bill of Lading. Consignor, at his option, may elect not to accept the terms of the Uniform Household Goods Bill of Lading, and in lieu thereof to have the carrier transport the property with carrier's liability limited only as provided by common law and by the laws of the United States and the State of North Carolina insofar as they apply but subject to the terms and conditions of the Uniform Household Goods Bill of Lading insofar as such terms and conditions are not inconsistent with such common carrier's liability. The rate charged therefore will be 100 percent higher than the transportation rate contained in this tariff as would apply for such shipment if offered for transportation at a released value not exceeding \$.60 per pound per article.

When a consignor elects not to accept any of the terms of such bill of lading he must give notice to the initial carrier of such election. The initial carrier must indicate the receipt of such notice by writing or stamping thereon a clause signed by the carrier reading: "In consideration of the higher rate charged, the property herein described will be carried and the services to be rendered

hereunder will be performed, with the carrier's liability limited only as provided by law; but subject to the terms and conditions of this bill of lading insofar as they are not inconsistent with such common carrier's liability."

- (C) All rates and charges herein are dependent upon the shipment being released in accordance with the provisions of Rule 7 (Valuation) of this tariff.
- (D) Unless the shipper expressly releases the shipment to a value not exceeding \$.60 per pound per article, the carrier's maximum liability for loss and damage shall be (1) the lump sum value declared by the shipper, (2) an amount equal to \$1.25 times the actual weight in pounds of the shipment for depreciated valuation, or (3) an amount equal to \$4.00 times the actual weight in pounds for full value protection, whichever is greater. For these increased levels of liability, additional valuation charges as provided in Section IV, Item 17 (Depreciation Valuation Charges) and Item 18 (Full Value Protection) will apply. If the shipper wishes to avoid these additional charges, he must agree that if any articles are lost or damaged, the carrier's liability will not exceed \$.60 per pound for the actual weight of any lost or damaged article or articles in the shipment.

## RULE 28 INFORMATION TO BE INCLUDED ON UNIFORM HOUSEHOLD GOODS BILL OF LADING

- (A) The statements shown in (B) (1) and (2) must be preprinted on the face of bill of lading in distinctive bold type. The statements shown in (B) (5) and (6) must also be preprinted on the face of the bill of lading.
- (B) In addition to the above statements printed in distinctive type on face of bill of lading, the following information must appear on the face of the Uniform Household Goods Bill of Lading:

The bill of lading must include the following 17 items:

- 1. The legal or trade name (*i.e.*, doing business as name) of the mover as it is registered with FMCSA, to include its physical address.
- 2. The names, telephone numbers, addresses, and USDOT Numbers of any motor carriers, when known, who will participate in transportation of the shipment.
- 3. Your name, address, and, if available, telephone number(s).
- 4. The form of payment the mover and its agents will honor at delivery. The payment information must be the same that was entered on the estimate.
- 5. When transportation is on a collect-on-delivery basis, the name, address, and if furnished, the telephone number, facsimile number, or email address of a person to

- notify about the charges. The notification may also be made by overnight courier or certified mail, return receipt requested.
- 6. For non-guaranteed service, the agreed date or period of time for pickup of the shipment and the agreed date or period of time for the delivery of the shipment.
- 7. For guaranteed service, subject to tariff provisions, the dates for pickup and delivery, and any penalty or per diem entitlements due to you.
- 8. The actual date of pickup.
- 9. The company or motor carrier identification number of the vehicle(s) that will transport your shipment.
- 10. The terms and conditions for payment of the total charges, including notice of any minimum charges.
- 11. The maximum amount your mover will demand at the time of delivery in order for you to obtain possession of the shipment, when you transport under a collect-on-delivery basis.
- 12. The valuation statements provided in the Surface Transportation Board (STB)'s released rates order. These statements require individual shippers either to accept Full Value Protection for their liability or to waive the Full Value Protection in favor of the STB's released rates. The released rates may be increased annually by the motor carrier based on the U.S. Department of Commerce's Cost of Living Adjustment. Contact the STB for a copy of the Released Rates of Motor Carrier Shipments of Household Goods. If the individual shipper waives your Full Value Protection in writing on the STB's valuation statement, you must include the charges, if any, for optional valuation coverage (other than Full Value Protection).
- 13. Evidence of any insurance coverage sold to or procured for the individual shipper from an independent insurer, including the amount of the premium for such insurance.
- 14. A complete description of any special or accessorial services ordered and minimum weight or volume charges applicable to the shipment, subject to the following two conditions:
  - (i)If your mover provides service for you on rates based upon the transportation of a minimum weight or volume, your mover must indicate on the bill of lading the minimum weight- or volume-based rates, and the minimum charges applicable to the shipment.
  - (ii)If your mover does not indicate the minimum rates and charges, your mover's tariff must provide information to compute the final charges relating to such a shipment based upon the actual weight or volume of the shipment.

- 15. Each attachment to the bill of lading is an integral part of the contract. That includes the binding or non-binding estimate, inventory and any signed waiver documents associated with the shipment.
- 16. Any identification or registration number assigned to the shipment.
- 17. A statement that the bill of lading incorporates by reference all the services included on the estimate, including any new estimate prepared by the mover. The bill of lading must be signed and dated by you and your mover at origin and destination.
  - (B) The contract terms and conditions of the bill of lading, attached thereto, are a part of this tariff and all information shown herein must be in bills of lading issued under provisions of this tariff.

### RULE 29 BASIS OF WEIGHT

- (A) The tare weight of each vehicle used in the transportation of household goods shall be determined by having it weighed prior to the transportation of each shipment, without the crew thereon, by a certified weigh master and on a certified scale. When so weighed, the gasoline tank on each such vehicle shall be full, and the vehicle shall contain all blankets, pads, chains, dollies, hand trucks, and other equipment needed in the transportation of such shipment.
- (B) After the vehicle has been loaded, it shall be weighed, without the crew thereon, prior to delivery of the shipment; and the net weight shall be determined by deducting the tare weight from the loaded weight, except that in instances where no adequate scale is available, the constructive weight, based on seven pounds per cubic foot of properly loaded van space, may be used. The gross weight, tare weight, and net weight, or the constructive weight, shall be shown on the bill of lading.
- (C) In the transportation of part loads, this rule shall apply in all respects, except the gross weight of the vehicle containing one or more part loads may be used as the tare weight of such vehicle as to part loads subsequently loaded thereon, and a part load for any one shipper, not exceeding 1,000 pounds, may be weighed on a certified scale prior to being loaded on a vehicle, such part load to be accompanied by a weight ticket evidencing such weighing.
- (D) All tare, gross, actual, or constructive weights shall be properly certified to by the person or persons who ascertained such weights.
- (E) The carrier, upon request of shipper, owner, or consignee made prior to delivery of a shipment and when practicable to do so, will reweigh the shipment. The lower of the two net scale weights shall be used for determining the applicable charges. There will be a charge to the shipper if the reweigh results in a net scale weight in excess of the initial net scale weight or if the

difference between the initial net scale and the reweigh net scale weight is less than 100 pounds on a shipment weighing 5,000 pounds or two percent or less of the lower net scale weight on shipments in excess of 5,000 pounds.

NOTE: For reweighing charges see Section IV, Item 15 (Reweighing Charge).

## RULE 30 COMPLETE ARTICLE

Each shipping piece or package and contents thereof shall constitute one article, except the total component parts of any article taken apart or knocked down for handling or loading in vehicle shall constitute one article for the purpose of determining carrier's liability as provided in Rule 7 (Valuation). NOTE: When an entire shipment is transported in containers, lift vans, or shipping boxes, each shipping package, piece, or loose item not enclosed within a package in such containers, lift vans, or shipping boxes will constitute the article.

The following examples identify carrier's maximum liability if moving at \$.60 per pound per article.

- 1. Bed assembly, weight 100 pounds headboard lost or damaged, weight 50 pounds. Carrier's maximum liability for loss or damage to the headboard would be \$.60 times 100 pounds (weight of total bed assembly) or \$60.00
- 2. Barrel of dishes, weight 50 pounds several dishes broken weighing 2 pounds. Carrier's maximum liability for broken dishes within the barrel would be \$.60 times 50 pounds or \$30.00.
- 3. Carton or package, weight 60 pounds fishing reel missing, weight 1 pound. Carrier's maximum liability would be \$.60 times 60 pounds or \$36.00.

# RULE 31 INSPECTION OF ARTICLES

When a carrier or his agent believes it necessary that the contents of packages be inspected, he shall make or cause such inspection to be made, or require other sufficient evidence to determine the actual character of the property.

# RULE 32 PREPARATION FOR SHIPMENT

(A) Unless otherwise provided, articles tendered for transportation must be in such condition and so prepared for shipment as to render the transportation thereof reasonably safe and practicable.

Packing to Be Accomplished by Shipper or Carrier

(B) Articles requiring packing, crating, wrapping, or servicing as provided for in this rule, may be prepared for shipment by the shipper or his agent, or the carrier will perform this service at the request of and for the account of the shipper, as provided in Section IV, Item 1 (Packing and Unpacking) and Item 2 (Overtime Packing and Unpacking). When performing their own packing (PBO), the shipper and/or his appointed agent, shall cause PBO cartons to be properly identified and marked with the general contents. Carrier shall have the right to open and inspect any PBO carton to verify contents. Carrier will not be liable for damages occurring on PBO cartons, unless specific exterior damages are noted and inspection takes place with the carrier's representative at the time of delivery.

#### **Protection By Carrier**

(C) Unless otherwise provided, articles having surfaces liable to damage by scratching, marring, or chafing, but of sufficient strength to allow other articles to be packed against or on top of same in a manner which will make transportation of the entire shipment reasonably safe and practicable if protected by sufficient wrapping, will be wrapped at time of loading in furniture pads, covers, burlaps, or wrappers which are part of the carrier's regular equipment. The cost of this service is included in transportation rates named in tariff.

#### **Musical Instruments**

- (D) Musical instruments such as harps, guitars, banjos, mandolins, violins, cellos, trombones, drums, or similar instruments which require, for the safe transportation thereof, more protection than afforded by the carrier's regular equipment as provided for in paragraph (C) of this rule, must be packed in the instrument's own case or other adequate container. Containers Required
- (E) Bedding, books, carpets, rugs, china, glassware, pottery, silverware, statuary, clothing, curtains, draperies, kitchen utensils, lamp shades, table lamps, small articles such as tools, athletic and game equipment, and household articles such as clothes lines, poles, umbrellas, canes, irons, ornaments, and other small articles of less than one cubic foot displacement must be packed and tendered to the carrier in barrels, boxes, cartons, wrapped bundles, or wrapped rolls, except that trunks, tubs, pails, baskets, or other containers or articles of furniture of the shipper may be substituted when of sufficient strength so that the use of such containers will render transportation of contents reasonably safe.

#### Fragile Articles

(F) Fragile articles such as showcases, wall cases, cameos, works of art, scenery, lighting fixtures, linoleums, statuary, marble slabs, mirrors, glass tops, pictures, paintings, models, antiques, and other similar articles which are easily broken or damaged, or articles upholstered or covered with material or fabric of a delicate nature or color, or other articles with delicate finishes which are easily soiled, torn, or damaged, must be fully protected by boxing, crating, or wrapping.

#### Mechanical Equipment

- (G) Equipment and articles such as washing machines, refrigerators, ironers, sewing machines, vacuum cleaners, heaters, ranges, radios, clocks, victrolas, and/or other similar articles, the surfaces of which can usually be protected by carrier's regular equipment as provided for in paragraph (C) of this rule, must have all motors, mechanical parts, and ornaments securely fastened, bolted, or tied in a manner to prevent loss, damage, or impairment of functions. Secureness of Containers
- (H) Unless otherwise provided, articles for which containers are specified must be securely enclosed by the containers so that no ends or other parts protrude and in a manner that will prevent loss of articles from such containers. Any articles that are easily broken or having surface liable to damage by chafing must be protected within the authorized shipping containers by or with liners, partitions, wrappers, excelsior, straw, or other packing materials which will afford adequate protection against breakage or damage.

#### Carrier Not Obligated To Accept

(I) Tender for shipment of an article not protected by packing, crating, wrapping, or servicing does not obligate the carrier to accept an article so offered for transportation when such protection is reasonably necessary for the safe transportation of the articles.

### Machinery and Equipment

(J) Equipment or machinery such as X-ray, photographing, lithographing, printing equipment, adding machines, accounting, card punching, sorting, or tabulating machines, addressing, imprinting or mailing machines, air filtering machines, bookkeeping machines, typewriters and computing machines, and other similar equipment or machinery, must be fully protected by boxing, crating, or wrapping, except when such articles can be transported in a safe, practicable manner by wrapping with carrier's regular equipment as described in paragraph (C) of this rule, such protection will be furnished as part of the carrier's regular service.

# RULE 33 ARTICLES LIABLE TO CAUSE DAMAGE

- (A) Carrier will not accept for shipment property liable to impregnate or otherwise damage equipment or other property.
- (B) The carrier will not accept for shipment articles which cannot be taken from the premises without damage to the article or the premises.
- (C) The movement of LP/propane tanks is prohibited, unless said tanks have been serviced/purged and plugged by professional gas service and labeled as such.

### RULE 34 MARKING AND PACKING

- (A) Articles of fragile or breakable nature must be properly packed.
- (B) Packages containing fragile articles or articles consisting wholly or in part of glass, when packed by the shipper or his agent, must be marked by plain and distinct letters designating the fragile character of contents.
- C) When articles of furniture, consisting wholly or in part of glass are covered or wrapped by the shipper or his agent, such articles shall be wrapped in a manner to clearly expose glass surfaces or glass portions.
- (D) Where articles are improperly packed, crated, or boxed and by reason thereof the contents are more susceptible to damage, carrier will arrange to have such articles properly packed at charges as shown in this tariff.

# RULE 35 SERVICING SPECIAL ARTICLES

- (A) Except as otherwise specifically provided in this tariff, or as amended, the services covered by this tariff do not include servicing (using a device to secure washer) or disconnecting washers, dryers, or icemakers. It is the shipper's responsibility to have all such articles serviced and disconnected prior to loading. Shipper has the option to: (1) take responsibility for these services and hold carrier harmless; (2) have carrier perform these services at the published tariff rates per article as set forth in Section IV, Item 5 (Household Appliances or Other Articles Requiring Special Servicing for Safe Transportation), provided carrier has the qualified personnel; (3) have carrier contract with a third party company to perform these services and shall be paid by the shipper as set forth in Rule 44 (Third Party Charges).
- (B) Except as otherwise specifically provided in this tariff, or as amended, the services covered by this tariff do not include the handling, loading, or unloading of any single article weighing 400 pounds or more. The extra handling, loading, or unloading in every instance must be provided by the shipper or if the carrier has additional personnel and equipment available, such extra services, upon request of the shipper, may be provided by the carrier at charges as shown in this tariff in Item 6 (Bulky Articles, Loading/Unloading Charges, Weight. Additives). When necessary, such articles must be securely braced and blocked, and when such bracing or blocking require material not forming part of the regular equipment of the vehicle, or extra labor, such material and labor must be furnished by the shipper.

### RULE 36 IMPRACTICABLE OPERATION

The carrier shall not be obligated to perform pickup or delivery or render any service at a place or places from or to which it is impracticable to operate vehicles because of:

- (1) The condition of roads, streets, driveways, alley, or approaches thereto.
- (2) Inadequate loading or unloading facilities.
- (3) Any riot, strike, picketing, or other labor disturbance.

# RULE 37 IMPRACTICAL PICKUP/DELIVERY OR AUXILIARY SERVICE

- (A) When a shipment is tendered for delivery at destination address and it is physically impossible to complete delivery directly from transporting vehicle due to inaccessibility of the building, its structure, or the nature of an article or articles included in the shipment, the carrier may place the shipment or any part thereof not reasonably possible of delivery, in storage at the nearest available warehouse of the carrier, or a commercial warehouse to the order and expense of the shipper, owner, or consignee of the goods. When the shipment or any part thereof is stored in a commercial warehouse, liability of the carrier ceases upon delivery to the warehouse; and when stored in the carrier's warehouse or that of the carrier's agent, liability after the delivery to the warehouse shall be that of the warehouseman and not a common carrier. All accrued charges shall be due and payable upon delivery of the shipment or any part thereof to the warehouse (and later delivery to a final destination shall constitute a new shipment). The transportation shall be based upon the total mileage computed from origin to final destination via initially billed destination.
- (B) At the option of the shipper, owner, or consignee delivery will be tendered to shipper, owner, or consignee at the nearest point of approach to desired location, or if possible to accomplishment and by order of the shipper, owner, or consignee, delivery will be affected by auxiliary means from the transporting vehicle to desired location at an additional charge.

NOTE: This rule also applies to impractical pickups.

### RULE 38 HOISTING SERVICE

(A) Hoisting service will be performed only at points where carrier possesses necessary equipment and experienced personnel to properly perform such service, weather conditions permitting. Otherwise, upon request of shipper, consignee, or owner of the goods, the carrier will endeavor to arrange for qualified service, if available, at the expense of shipper, consignee, or owner of the goods. The carrier may advance the amount necessary to perform the service, which is to be reimbursed to the carrier upon presentation of the paid bill thereof. The carrier will

not be responsible for damage to shipment or property in instances where it does not perform the service with its own personnel.

(B) In the event that qualified service is not available, the carrier may deposit that part of the shipment requiring hoisting in the nearest available warehouse, subject to a lien for all lawful charges, and the shipment shall be considered as having been delivered.

## RULE 39 HANDLING AND STORAGE

Except as otherwise provided herein, the rates for transportation include the disassembling of setup pieces of furniture at their location in the establishment of owner, the physical handling from such location to the van, storage of same within the van body, unloading of goods at destination, handling of same to place in establishment designated, and the setting up of pieces of furniture which were disassembled at origin, provided: if the shipment is delivered to or picked up at a warehouse, the rate for transportation includes only the unloading and loading at the door, platform, or other point convenient or accessible to the vehicle at the warehouse.

NOTE: See Rule 8 (Limitation of Liability on Ready to Assemble Furniture Made from Press Board, Particle Board, and Engineered Wood).

# RULE 40 PERISHABLE ARTICLES

- (A) Carriers will not accept for shipment frozen foods or other articles requiring refrigeration except as provided in paragraph (B) of this rule.
- (B) Frozen foods may be accepted for transportation provided:
- 1. The food is contained in a freezer, which at time of loading is operating at normal deep freeze temperature.
- 2. The shipment is to be transported not more than 150 miles and/or delivery accomplished within twenty-four (24) hours from time of loading.
  - 3. No storage of shipment is required.
- 4. No preliminary or en route servicing by use of dry ice, electricity, or other preservative methods is required of the carrier.
- (C) When such articles are included in a shipment with or without knowledge of the carrier, responsibility for condition or flavor will not be assumed by the carrier.
- (D) Carrier will not assume liability for any damage to the freezer due to its lading with frozen

food.

# RULE 41 REMOVAL OR PLACEMENT OF PROPERTY FROM/TO INACCESSIBLE LOCATIONS

- (A) It is the responsibility of the shipper for removal or placement from or to attics, basements, and other locations, and to make property available to the carrier where the location of property and goods to be shipped or delivered is: (1) not accessible by a permanent stairway (does not include disappearing staircases or ladders of any type), (2) not adequately lighted, (3) does not have a flat continuous floor; and (4) does not allow a person to stand erect.
- (B)If the shipper or owner requests and the carrier agrees to removal or placement from or to such areas not readily accessible, Section IV, Item 4 (Labor Charges) will apply for this service.

# RULE 42 EXTRA PICKUP OR DELIVERY

Portions of a shipment may be picked up at more than one place and delivered to more than one place. Charges will be for total weight of entire shipment for total distance from first point of pickup to final point of delivery, plus additional service charges applicable to each portion of the shipment (see Section IV, Item 7 Extra Pickup or Delivery). The total charges for picked up and delivered portions shall not, in any case, exceed the total charges as would apply if computed to each portion as a separate shipment. NOTE: This rule not applicable in connection with hourly rated shipments.

# **RULE 43 ADVANCING OF CHARGES**

- (A) Upon request of shipper, owner, consignee, or agent thereof, charges incidental to the transportation of household goods, including such charges as cartage, storage, packing, valuation, etc., and charges for warehousing which have accrued against shipment, payment of which is necessary in order for carrier to obtain possession of the shipment, may be advanced by the carrier.
- (B) Charges advanced by the carrier under this rule are in addition to all other charges provided in this tariff and shall be paid by consignee as set forth in Rule 11 (Payments).

# RULE 44 THIRD PARTY CHARGES

(A) Upon request of shipper, owner, consignee, or agents thereof, carrier may engage a third party to provide services that the carrier does not possess the qualified personnel to perform the

duties. Such services include, but are not limited to, the disconnecting and reconnecting of washers, dryers, icemakers; disassembling and reassembling waterbeds, hot tubs, swing sets, and playhouses; preparing grandfather clocks for shipments; building special crates for shipper.

- (B) Such third party charges will be listed as Third Party Charges on the bill of lading. These third party charges are in addition to all other charges provided in this tariff and shall be paid by consignee as set forth in Rule 11 (Payments).
- (C) If the route of a move requires the use of toll ferries, and the ferry fares are not paid directly by the shipper, the costs to the carrier will likewise be listed as third party charges on the bill of lading

### RULE 45 WAREHOUSE PICKUP AND DELIVERY

- (A) Except as otherwise provided herein, if shipment is delivered to or picked up at a warehouse, the rates for transportation include only the unloading or loading at door, platform, or other point convenient or accessible to the vehicle.
- (B) When the carrier enters a warehouse, including self-storage/mini-storage locations, at the shipper's request to remove items stored from or place items into the warehouse space rented by the shipper, Section IV, Item 4 (Labor Charges) will apply.

# RULE 46 DIVERSION OF SHIPMENTS

- (A) Upon instructions made or confirmed in writing by the consignor, consignee, or owner, a shipment will be diverted subject to the following provisions:
- (B) The term diversion as used herein means:
  - (1) A change in the name of the consignor.
  - (2) A change in the name of the consignee.
  - (3) A change in the destination.
  - (4) A change in the route.
  - (5) Any other instructions given which are necessary to effect delivery and requiring any addition to or a change in billing or an additional movement of the shipment, or both.
- (C) When an order for diversion under this rule is received by a carrier, diligent effort will be

made to locate the shipment and effect the change desired, but the carrier will not be responsible for failure to effect the change ordered unless such failure is due to the error or negligence of the carrier or its employees.

(D) Charges on a shipment which has been diverted will be assessed at the lawfully applicable rate from origin to destination via the point of diversion over the route of movement, plus the charges as provided for in Section IV, Item 12 (Diversion Charge).

## RULE 47 CONSOLIDATED SHIPMENTS

- (A) Property of two or more families or establishments will not be accepted for transportation as a single shipment. Property of each family or establishment must be handled as a separate shipment on a separate bill of lading.
- (B) The name of only one shipper and one consignee shall appear on one bill of lading, but the bill of lading may also specify the name of a party to notify of the arrival of the shipment at destination.

### RULE 48 STORAGE-IN-TRANSIT

- (A) Storage-in-transit of shipments covered by this tariff is the holding of the shipment in the warehouse of the carrier or its agent for storage, pending further transportation, and will be effected only at the specific request of the shipper. For the purpose of this rule, a carrier may designate any warehouse to serve as its agent.
- (B) Subject to Rule 11 (Payments), payment for accumulated transportation and other lawful charges, at the option of the carrier, may be required from the consignor or consignee at time storage-in-transit shipment is delivered to the storage warehouse.
- (C) Except as otherwise provided in paragraph (D), shipments moving under this rule may be stored only once and for a period not to exceed one hundred eighty (180) days from date of unloading into the warehouse. At the expiration of the 180-day period, the intrastate character of the shipment will cease, and the shipment will revert to permanent storage. The warehouse shall be considered the destination of the shipment; the warehouseman shall be agent for the shipper; and the property shall then be subject to the rules, regulations, and charges of the warehouseman. When a shipment remains in storage after expiration of the sixty (60) days, all accumulated carrier charges must be paid as follows:
  - 1. Transportation charges for pickup or delivery as provided in paragraph (E).
  - 2. Storage charges for sixty (60) days as provided by this tariff.

- 3. Additional services, advances, or other lawful charges, if any.
- (D) When, during any one of the 30-day periods within the storage-in-transit period provided herein, the shipper has given notice for final delivery of the shipment on a date fifteen (15) days prior to the expiration of such 30-day period, and the carrier, by no fault of the shipper, fails to provide transportation within such 30day period, storage-in-transit or storage charges shall not apply beyond such 30-day period unless shipper cancels or rescinds order for final delivery. All other provisions under the tariff will continue in effect until further transportation is made available by the carrier. Until all lawful charges are paid, property will remain in carrier's or agent's warehouse subject to a lien for all such charges.
- (E) The transportation charges to apply on shipments stored in transit under this rule and forwarded from warehouse will be (a) the applicable tariff rate from initial point of pickup to warehouse, and (b) the applicable tariff rate from warehouse location, which, for rate application purposes, will be considered a new point of origin, to destination point, viz:
  - 1. When storage-in-transit is accorded at point of origin or destination, the pickup or delivery transportation rate for distances of thirty-five (35) miles or less will be as shown in Section IV, Item 14 (Pickup or Delivery Transportation Rates to Apply on Storage-In-Transit Shipments). 2. When storage-in-transit is accorded at any other point, the pickup or delivery transportation rate for distances beyond thirty-five (35) miles will be as shown in Section III and mileage determined as provided by effective mileage guide.
- (F) Shipper or owner, upon proper notice in writing to the carrier before departure of the shipment, may change destination originally shown on the bill of lading. When the destination of the shipment is changed, such change must be recorded on the bill of lading. When the intrastate character of the shipment is terminated at the warehouse before the expiration of the time limit specified in paragraph (C), the transportation and other lawful charges shall apply in identical manner as provided in paragraph (C).
- (G) When a storage-in-transit shipment has been placed in a carrier's or agent's warehouse, both the carrier and the warehouse must have in their possession records showing the following:
  - 1. An itemized list of the shipment with the bill of lading number noted thereon.
  - 2. Point of origin and destination.
  - 3. Condition of each article when received at and forwarded from the warehouse.
- 4. The dates when all charges, advances, or payments were made or received. 5. Dates shipment was delivered into and forwarded from the warehouse.
- (H) During the storage-in-transit period, shipper may withdraw a portion of the property, provided that all accrued charges on the shipment are paid prior to such withdrawal, except as provided by Rule 11 (Payments). Such portion shall be weighed to determine the weight of the

remaining storage-in-transit shipment. When the selection of the items to be withdrawn requires unstacking and/or restacking of the shipment, charges for such handling shall be assessed in accordance with Section IV, Item 4 (Labor Charges).

Charges for transportation furnished, if any, for portion selected for delivery shall be assessed on the same basis as would apply to that portion as an individual shipment. With reference to the portion of the shipment which remains in the warehouse, the shipper may elect in writing to terminate the storage-in-transit service and place the remaining property in storage with the warehouseman in possession, in which event the warehouse shall be considered the destination of the shipment. If the shipper elects to have remaining portion remain in storage-in-transit, the following shall be applicable:

- 1. Storage charges, if any, for the balance of the storage-in-transit period, shall be assessed on the same basis as would apply to that remainder as an individual shipment.
- 2. Charges for transportation furnished, if any, for delivery of the remainder of the shipment shall be assessed on the same basis as would apply to that portion as an individual shipment.

NOTE: The transportation rates and charges applicable to shipments stored in transit are those in effect on the date of the original shipment.

# RULE 49 PUBLIC WAREHOUSE DELIVERY

When goods are consigned or delivered to a warehouse, the location of the warehouse will be considered the destination and must be so noted on the bill of lading. The liability on the part of the carrier will cease when the shipment is unloaded at the warehouse. The shipment will be stored in the name of the owner, shipper, or consignee, subject to a lien for transportation and other lawful charges.

### RULE 50 OVERFLOW

When a shipment is so loaded that one or more vehicles are loaded to capacity and an overflow remains which does not require the full capacity of another vehicle, such overflow will be charged for the actual weight and at the applicable rate or rates of the combined weight of the total shipment.

### RULE 51 LOST OR DESTROYED SHIPMENTS

No motor carrier transporting household goods in interstate commerce shall collect or require a shipper to pay any published freight charges (including accessorial or terminal service) when a

shipment is completely or totally lost or destroyed in transit. A carrier shall collect and the shipper would be required to pay any specific valuation charges that may be due. This rule shall not apply to the extent that any such loss or destruction is due to the act or omission of the shipper. Carrier shall maintain ownership of any and all items reimbursed to shipper in this situation.

### RULE 52 CLAIMS

- (A) Any claim for loss, damage, or overcharge shall be in writing and filed with carrier within nine (9) months after a reasonable time for delivery has lapsed. As a condition precedent to any claim adjustment or payment, said claim shall be accompanied by the original paid bill for transportation and original bill of lading, if not previously surrendered to the carrier. Carrier may require certified or sworn statement of claim.
- (B) Carrier shall be immediately notified of all claims for concealed and/or external damage and shall be given reasonable opportunity to inspect alleged external damage or concealed damage in original package.
- (C) The carrier's liability shall not exceed the cost of repairing or replacing the property lost or damaged with material of like kind and quality not exceeding the actual cash value of the property at time and place of loss, but in no event to exceed the released value as declared by the shipper as determined under Rule 7 (Valuation).
- (D) The carrier shall not be liable for loss or damage occurring after the property has been delivered to and receipted for by the consignee or shipper, or the authorized agent of either. When the carrier is directed to unload or to deliver property (or render any services) at a place or places at which the consignee or its agent is not present, the property shall be at the risk of the owner after unloading or delivery.
- (E) When the carrier is directed to load property from (or render any services at) a place or places at which the consignor or its agent is not present, the property shall be at the risk of the owner before loading.
- (F) The carrier's liability with regard to sets or matched pieces shall be limited to repair or replacement of the lost or damaged piece or pieces only and shall not extend to repair, replacement, or recovering of the entire set, but in no event to exceed the released value as declared by the shipper as determined under Rule 7 (Valuation).

#### HOURLY RATES FOR MOVES OF 400 MILES AND LESS

### **RULE 53 HOURLY CHARGES.**

On shipments as defined in Rule 17 (Hourly Rate Transportation Application), the following maximum hourly rates and other charges shown herein shall apply:

	Regular Time		Overtime
	(See Rule 12, Regular		(See Rule 12, Regular
	Hours of Service)		Hours of Service)
VAN & 2 MEN	\$200.00	VAN & 2 MEN	N/A
VAN & 3 MEN	\$250.00	VAN & 3 MEN	N/A
Each additional man	\$50.00	Each additional man	N/A

#### \*\*\*4 Hour minimum shall be charged for any move.

The time shall be charged beginning with arrival of van and crew at shipment's origin and ending at completion of all carriers' services at shipment's destination. **NOTE: A maximum of one (1) hour travel time for each 40 miles traveled may be added to the chargeable time.** 

NOTE: Where additional men and equipment are to be so used, the number of vans and/or additional men to be used shall be agreed to by shipper in writing prior to the move.

## RULE 54 HOURLY PACKING AND UNPACKING CHARGES

- (A) SERVICES PERFORMED AT THE ACTUAL TIME OF THE MOVE. When packing and/or unpacking services are requested by the shipper or agent and carrier furnishes packing materials and performs packing and/or unpacking services using van crew during actual time of the move, charges will be based on the same rate as shown in Rule 53 (Hourly Charges). In addition, charges for containers furnished by the carrier will be those charges in Section IV, Item 3 (Packing Container Charges).
- (B) SERVICES PERFORMED PRIOR TO THE ACTUAL TIME OF THE MOVE. When packing and/or unpacking services are requested by the shipper or agent and carrier furnishes packing materials and performs packing and/or unpacking services using a pack crew prior to the actual time of the move, charges will be based on Section IV, Item 1 (Packing and Unpacking) or Section IV, Item 2 (Overtime Packing and Unpacking), if applicable.

#### **SECTION III**

### WEIGHT & DISTANCE RATES FOR MOVES

All rates are for shipments that have an origin within 100 miles of carrier's terminal located at and 15 North Oxford St Brooklyn, NY 11205destinations within the following zones. The charge will be per \$1.00 per one way mile for origin pick up.

#### **ZONE 1**

All Shipments Will Be Charged At The Rate Of \$ 11.00 Per Cubic Foot
MAINE, NEW HAMPSHIRE, VERMONT, MASSACHUSETTS, RHODE ISLAND, CONNECTICUT,
PENNSYLVANIA, NEW JERSEY, NEW YORK, DELAWARE, MARYLAND, WASHINGTON, DC,
WEST VIRGINIA, VIRGINIA, NORTH CAROLINA, SOUTH CAROLINA, GEORGIA AND FLORIDA

#### ZONE 2

All Shipments Will Be Charged At The Rate Of \$ 12.00 Per Cubic Foot
OHIO, KENTUCKY, TENNESEE, ALABAMA, MISSISSIPPI, LOUISIANA, ARKANSAS, MISSOURI,
INDIANA, ILLINOIS, MICHIGAN, WISCONSIN, KANSAS, OKLAHOMA, TEXAS, COLORADO,
NEW MEXICO, ARIZONA, NEVADA, AND UTAH

# ZONE 3 All Shipments Will Be Charged At The Rate Of \$ 13.00 Per Cubic Foot

NORTH DAKOTA, SOUTH DAKOTA, NEBRASKA, MINNESOTA, IOWA, WYOMING & MONTANA

# ZONE 4 All Shipments Will Be Charged At The Rate Of \$ 14.00 Per Cubic Foot

CALIFORNIA, WASHINGTON, OREGON AND IDAHO

# SHIPMENTS TRANSPORTED BETWEEN ZONES WITH BE CHARGED AT THE FOLLOWING RATE PER CUBIC FOOT:

Zones	1	2	3	4
1	\$10.00	\$10.50	\$11.00	\$12.00
2	\$10.50	\$10.00	\$11.00	\$11.00
3	\$11.00	\$11.00	\$10.00	\$11.50
4	\$12.00	\$11.00	\$11.50	\$10.00

#### **SECTION III**

#### **DISTANCE TRANSPORTATION RATES**

#### **RULE 55**

#### RATES APPLY ON AND ARE SUBJECT TO A MAXIMUM RATE AS FOLLOWS:

Shipments released to a value not exceeding \$.60 per pound per article.

Interstate shipments transported between all points over 100 miles EXCEPT shipments moving under provisions and/or charges in Section II.

Rates apply without additional valuation charges when shipment is released to a value not exceeding \$.60 per pound per article. When shipment is not released to a value not exceeding \$.60 per pound per article or shipper declares a valuation on entire shipment, rates herein apply plus Valuation Charges named in Section IV, Item 17. Rates are in dollars and cents per 100 pounds applied to actual weight and include loading and unloading and the actual movement or transportation of property from origin to destination. Rates do not include Additional Services and Charges detailed in Section IV.

Break Point indicates weight at which a lower charge develops by use of lowest weight and applicable rate in next higher weight bracket.

**THIS** 

SPACE LEFT

INTENTIONALLY

**BLANK** 

### **DISTANCE TRANSPORTATION RATES**

	500		1000		2000		4000		8000		12000		16000
	ТО		ТО		ТО		ТО		ТО		ТО		LBS
	999	BREAK	1999	BREAK	3999	BREAK	7999	BREAK	11999	BREAK	15999	BREAK	AND
MILES	LBS	POINT	LBS	POINT	LBS	POINT	LBS	POINT	LBS	POINT	LBS	POINT	OVER
36-50	62.30	661	41.15	1580	32.50	3348	27.20	6265	21.30	10789	19.15	14873	17.30
51-60	64.35	656	42.20	1591	33.55	3351	28.10	6307	22.15	11025	20.35	14389	18.80
61-70	67.05	660	44.20	1559	34.45	3356	28.90	6243	22.55	11255	21.15	14223	20.35
71-80	69.65	662	46.05	1560	35.90	3315	29.75	6427	23.90	10996	21.90	14868	21.00
81-90	72.20	660	47.60	1551	36.90	3307	30.50	6545	24.95	10774	22.40	15001	21.30
91-100	74.35	661	49.10	1538	37.75	3280	30.95	6618	25.60	10571	22.55	15114	21.60
101-110	76.45	658	50.25	1537	38.60	3249	31.35	6686	26.20	10672	23.30	14833	21.95
111-120	78.50	666	52.25	1518	39.65	3229	32.00	6651	26.60	10625	23.55	14913	22.30
121-130	80.35	671	53.85	1527	41.10	3168	32.55	6735	27.40	10446	23.85	14961	23.30
131-140	82.35	675	55.55	1523	42.30	3140	33.20	6760	28.05	10546	24.65	15124	23.65
141-150	84.80	671	56.85	1506	42.80	3136	33.55	6796	28.50	10674	25.35	14928	24.60
151-160	86.70	673	58.30	1510	44.00	3141	34.55	6808	29.40	10694	26.20	15023	25.10
161-170	88.85	675	59.95	1508	45.20	3147	35.55	6797	30.20	10570	26.60	15098	25.85
171-180	91.35	670	61.20	1494	45.70	3200	36.55	6731	30.75	10693	27.40	15095	26.75
	93.75	666	62.35	1495	46.60	3172	36.95	6821	31.50	10686	28.05	15088	26.45
191-200	95.20	671	63.85	1477	47.15	3186	37.55	6850	32.15	10937	29.30	14963	27.40
201-220	97.70	668	65.25	1489	48.55	3181	38.60	6881	33.20	10916	30.20	15100	28.50
221-240	100.30	666	66.75	1490	49.70	3192	39.65	6881	34.10	11033	31.35	15005	29.40
241-260	102.50	671	68.70	1504	51.65	3125	40.35	6860	34.60	11151	32.15	15179	30.50
261-280	105.10	669	70.25	1502	52.75	3151	41.55	6970	36.20	11072	33.40	15330	32.00
281-300	107.35	667	71.55	1514	54.15	3125	42.30	6960	36.80	11267	34.55	15375	33.20
301-320	110.10	670	73.70	1508	55.55	3154	43.80	7005	38.35	11328	36.20	15205	34.40
321-340	112.20	676	75.75	1501	56.85	3142	44.65	7042	39.30	11466	37.55	15361	36.05
341-360	115.00	674	77.45	1497	57.95	3165	45.85	7041	40.35	11480	38.60	15317	36.95
361-380	117.05	678	79.35	1499	59.45	3146	46.75	7111	41.55	11452	39.65	15234	37.75
381-400	119.15	677	80.60	1503	60.55	3168	47.95	7075	42.40	11463	40.50	15526	39.30
401-420	121.30	679	82.35	1489	61.30	3217	49.30	7140	44.00	11537	42.30	15263	40.35
421-440	124.05	679	84.15	1473	61.95	3210	49.70	7276	45.20	11443	43.10	15425	41.55
441-460	125.95	679	85.45	1480	63.20	3209	50.70	7243	45.90	11648	44.55	15228	42.40
461-480	128.35	675	86.60	1475	63.85	3255	51.95	7261	47.15	11631	45.70	15405	44.00
481-500	131.25	673	88.30	1469	64.85	3257	52.80	7311	48.25	11590	46.60	15520	45.20
501-520	133.20	672	89.40	1485	66.35	3277	54.35	7257	49.30	11477	47.15	15508	45.70
521-540	134.80	673	90.70	1493	67.70	3286	55.60	7152	49.70	11578	47.95	15316	45.90
541-560	136.85	674	92.15	1492	68.70	3287	56.45	7122	50.25	11595	48.55	15407	46.75
561-580	138.50	670	92.70	1500	69.50	3318	57.65	7133	51.40	11510	49.30	15546	47.90
581-600	140.35	671	94.05	1499	70.45	3311	58.30	7170	52.25	11449	49.85	15583	48.55

601-620	141.40	673	95.15	1504	71.55	3324	59.45	7247	53.85	11455	51.40	15425	49.55
621-640	143.20	674	96.40	1508	72.65	3334	60.55	7181	54.35	11471	51.95	15354	49.85
641-660	144.15	677	97.45	1513	73.70	3328	61.30	7178	55.00	11488	52.65	15408	50.70
661-680	145.45	675	98.15	1515	74.30	3346	62.15	7157	55.60	11623	53.85	15436	51.95
681-700	146.90	680	99.85	1518	75.75	3343	63.30	7185	56.85	11610	55.00	15666	53.85
701-725	148.45	680	100.90	1516	76.45	3354	64.10	7208	57.75	11575	55.70	15613	54.35
726-750	149.55	682	101.90	1523	77.55	3345	64.85	7291	59.10	11544	56.85	15635	55.55
751-775	151.15	685	103.40	1524	78.75	3371	66.35	7271	60.30	11493	57.75	15599	56.30
776-800	152.20	688	104.65	1528	79.95	3375	67.45	7259	61.20	11589	59.10	15446	57.05

### **THIS**

**SPACE LEFT** 

**INTENTIONALLY** 

**BLANK** 

### ITEM 1 PACKING AND UNPACKING

Rates include packing, the use of packing containers and materials from origin to destination, and unpacking. Rates do not include unpacking WHEN:

- 1. Shipper elects not to have unpacking performed and elects to retain the containers and specifically directs carrier or its agent not to perform unpacking.
- 2. Shipper elects not to have unpacking performed at time of delivery and specifically so directs carrier or its agent.
- 3. Shipment is delivered to a warehouse (EXCEPT when delivery to warehouse is for storage-in- transit and delivery from warehouse is made within the storage-in-transit period provided in applicable rules).

SERVICE	PER	RATES (in
(Packing and Unpacking)		dollars/cents)
DRUM, DISH-PACK: (Drum, dish-pack, barrel, or other		
specially designed containers of not less than 5 cu. ft. capacit	2	
for use in packing glassware, chinaware, bric-a-brac, table		
lamps, or similar fragile articles).		
	Each	\$55.00
BOXES: Not over 5 cu. ft.	Each	\$20.00
Over 5 not over 8 cu. ft. (Over 8 cu. ft. see crates)		\$25.00
CARTONS: (See Notes 1 and 2)		
1.5 cu. ft.	Each	\$10.00
3 cu. ft. (Not less than 200 lb. test)	Each	\$15.00
4 1/2 cu. ft. (Not less than 200 lb. test)	Each	\$18.00
6 cu. ft. (Not less than 200 lb. test)	Each	\$21.00
6 1/2 cu. ft. (Not less than 275 lb. test)	Each	\$24.00

Note 1: When cartons of more than 3 cu. ft. capacity are used and no rate is shown for the size carton used, charges shall be based on the rate for the next lower size carton shown.

Note 2: Length, width, and depth by inches and cubical content must be shown on all cartons.

WARDROBE CARTON: Not less than 10 cu. ft.	Each	\$35.00
CRIB MATTRESS CARTON:	Each	\$35.00
MATTRESS CARTON: (Twin)	Each	\$60.00
MATTRESS CARTON: (Double)	Each	\$60.00
MATTRESS CARTON: (King/Queen)	Each	\$60.00

MATTRESS CARTON: (King Single)   Each   \$60.00
---

Note: If the size of the mattress carton exceeds the size for which charges are shown, the charge for the next greater size shall apply.

MATTRESS COVER: (Paper or plastic)	Each	\$60.00
CORRUGATED CONTAINERS: (Specially designed for mirrors, paintings, glass or marble tops, and similar fragile articles.) CRATES: (Other than corrugated containers, specially	Each	\$50.00
constructed for mirrors, paintings, glass or marble tops, and similar fragile articles.) Gross measurement of crate	Each Cu. Ft. or fraction thereof	\$50.00 (Min. charge) \$100.00 per crate
2.5 Cu. Ft. OFFICE TOTE BOX	Each	\$20.00
GRANDFATHER CLOCK CARTON	Each	\$75.00

# ITEM 2 OVERTIME PACKING AND UNPACKING

When both packing and unpacking are performed before 8:00 a.m. or after 5:00 p.m., on weekdays, or during any hour on Saturdays, Sundays, or legal holidays (national, state, or municipal), rates in this item apply.

SERVICE	PER	RATES (in
(Overtime Packing and Unpacking)	Each	dollars/cents)
DRUM, DISH-PACK: (Drum, dish-pack, barrel, or other		
specially designed containers of not less than 5 cu. ft. capacity		
for use in packing glassware, chinaware, bric-a-brac, table		
lamps, or similar fragile articles)	Each	N/A
BOXES: Not over 5 cu. ft.	Each	N/A
Over 5 not over 8 cu. ft. (Over 8 cu. ft. see crates)	Each	N/A
CARTONS: (See Notes 1 and 2)		N/A
1.5 cu. ft.	Each	N/A
3 cu. ft. (Not less than 200 lb. test)	Each	N/A
4 1/2 cu. ft. (Not less than 200 lb. test)	Each	N/A
6 cu. ft. (Not less than 200 lb. test)	Each	N/A
6 1/2 cu. ft. (Not less than 275 lb. test)	Each	N/A

Note 1: When cartons of more than 3 cu. ft. capacity are used and no rate is shown for the size

carton used, charges shall be based on the rate for the next lower size carton shown.

Note 2: Length, width, and depth by inches and cubical content must be shown on all cartons.

WARDROBE CARTON: Not less than 10 cu. ft.	Each	N/A
CRIB MATTRESS CARTON:	Each	N/A
MATTRESS CARTON: (Twin)	Each	N/A
MATTRESS CARTON: (Double)	Each	N/A
MATTRESS CARTON: (King/Queen)	Each	N/A
MATTRESS CARTON: (King Single)	Each	N/A

Note: In applying charge for mattress cartons, if the size furnished exceeds the size for which charges are shown, the charge for the next greater size shall apply.

CORRUGATED CONTAINERS: (Specially designed for mirrors,	Each	
paintings, glass or marble tops, and similar fragile articles)	Per	\$17.00
CRATES: (Other than corrugated containers, specially	Cubic Foot	\$17.00
constructed for mirrors, paintings, glass or marble tops, and	Or	Minimum charge
similar fragile articles.)	Fraction	\$90.00 (per crate
	Thereof	or container)
		ŕ

ITEM 3
PACKING CONTAINER CHARGES (When furnished to the shipper by the carrier)

SERVICE	PER	RATES (in
(Packing Container Charges)		dollars/cents)
DRUM, DISH-PACK: (Drum, dish-pack, barrel, or other	Each	\$25.00
specially designed containers of not less than 5 cu. ft. capacity		
for use in packing glassware, chinaware, bric-a-brac, table		
lamps, or similar fragile articles).		
CARTONS:		
Less than 3 cu. ft. (Not less than 200 lb. test)	Each	\$10.00
3 cu. ft. (Not less than 200 lb. test)	Each	\$13.00
4 1/2 cu. ft. (Not less than 200 lb. test)	Each	\$16.00
6 cu. ft. (Not less than 200 lb. test)	Each	\$19.00
6 1/2 cu. ft. (Not less than 275 lb. test)	Each	\$21.00
WARDROBE CARTON: Not less than 10 cu. ft.	Each	\$30.00
CRIB MATTRESS CARTON:	Each	\$30.00
MATTRESS CARTON: (Twin)	Each	\$30.00
MATTRESS CARTON: (Double)	Each	\$30.00

MATTRESS CARTON: (King/Queen)	Each	\$38.00
MATTRESS CARTON: (King Single)	Each	\$38.00
MATTRESS COVER: (Paper or Plastic)	Each	\$40.00
CORRUGATED CONTAINERS: (Specially designed for mirrors,		
paintings, glass or marble tops, and similar fragile articles.)	Each	\$25.00
PAPER, Unprinted newsprint (25 lbs)	Each	\$45.00
TAPE, Plastic 2"	Roll	\$3.50

#### ITEM 4 LABOR CHARGES

SERVICE	PER	RATES (in
(Labor Charges - Subject to Rule 18, Disposition of Fractions		dollars/cents)
and Parts of Hours). Covers labor services for which charges are		
not otherwise provided in tariff when such services are requeste	(	
by the shipper, per man, per hour:		
(a) Except as provided in paragraph (b) below	man/hour	\$35.00
(b) When performed before 8:00 a.m. or after 5:00 p.m. on		
weekdays, or during any hour on Saturdays, Sundays, or legal		
holidays (national, state, or municipal)	man/hour	\$35.00

## ITEM 5 HOUSEHOLD APPLIANCES OR OTHER ARTICLES REQUIRING SPECIAL SERVICING FOR SAFE TRANSPORTATION

SERVICE	PER	RATES (in
(Subject to request of shipper, owner, or consignee)		dollars/cents)
(Subject to Rule 35, Servicing Special Articles)		
CARRIER SERVICING of appliances or articles at origin:		
First article	Article	\$25.00
Each additional article	Article	\$15.00
CARRIER UNSERVICING of appliances or articles at destination:		
First article	Article	\$25.00
Each additional article	Article	\$15.00

## ITEM 6 BULKY ARTICLES, LOADING/UNLOADING CHGS., WGT. ADDITIVES

SERVICE	PER	RATES (in
(Bulky Articles, Loading/Unloading Charges, Weight. Additives)		dollars/cents)

When a shipment includes bulky articles as named below, the following additional loading and unloading charge or weight additive will apply:

AND UNLOADING CHARGES include BOTH loading and unloading service and the handling and blocking of such article, and applies each time loading and unloading service is required

AIRPLANES OR GLIDERS	Each	\$275.00
AUTOMOBILES, TRUCKS, OR VANS	Each	\$250.00

## BOAT, SAILBOATS, AND BOAT TRAILERS (See Weight Additives)

FARM TRACTORS	Each	\$110.00
HOT TUBS, SPAS, WHIRLPOOLS, & JACUZZIES over		
100 cu. ft.	Each	\$125.00
MOTORCYCLES, TRACTORS, GO CARTS, & RIDING		\$450.00
MOWERS under 25 H.P.	Each	\$70.00
SNOWMOBILES OR RIDING GOLF CARTS	Each	\$70.00
SATELLITE T.V., RADIO DISCS, OR DISHES 4 ft. & over	Each	\$115.00
TRACTORS, RIDING MOWERS 25 H.P. & over, and ALL	Each	\$136.00
TERRAIN VEHICLES 110 cc and over	Each	\$105.00
TRAILERS (other than boat trailers)	Each	\$80.00
CAMPERS, UNMOUNTED ON TRUCKS (designed for carriage or		
pickup trucks)	Each	
CAMPERS MOUNTED ON PICKUP TRUCKS (apply above		
charge for trucks)	Each	\$300.00
PLAYHOUSES, TOOL SHEDS, UTILITY SHEDS (transported set-		
up, not dismantled, in excess of 100 cu. ft.)	Each	\$135.00
HOME GYM EQUIPMENT - ELECTRONIC STAIRSTEPPERS,		\$75.00
TANNING BEDS, ELECTRONIC NORDIC TRACKS, AND		
BOWFLEXES	Each	
LARGE SCREEN TV's (Over 40 inches)	Each	\$120.00
ANY BULKY ARTICLE OVER 400 LBS. not specified above	Each	\$100.00

WEIGHT ADDITIVES: When shipment includes a boat, sailboat, and/or boat trailer, the transportation charges will be based on the net scale weight of the shipment, plus a weight additive calculated in accordance with the table shown below:

BOATS 14 ft. and over in length: 115 pounds per linear foot of total length. BOAT TRAILERS any length: 75 pounds per linear foot. CANOES, ROWBOATS 14 ft. and over: 40 pounds per linear foot. SAILBOATS 14 ft. and over in length: 125 pounds per linear foot of total length.

NOTE 1: This weight additive will not apply to boats or sailboats less than 14 feet in length, nor on

dinghies, kayaks, sculls, or skiffs of any size.

NOTE 2: When shipment contains two or more articles subject to weight additives, the total weight additives for that shipment will be the sum of the individual additives for each bulky article calculated separately

NOTE 3: In determining lengths for the purpose of this item, all fractions of a foot will be disregarded.

NOTE 4: The length of boats or sailboats shall be determined by the straight center line distance between the top center point of the transom and a point perpendicular with foremost part of the bow. Manufacturer's length overall or center line length shall apply as the correct length for the purposes of this item in lieu of physical measurement by carrier.

NOTE 5: The length of Boat Trailers shall be the straight center line distance from a point equal to the rearmost part of the trailer to the foremost part of the trailer tongue. Manufacturer's length overall shall apply as the correct length for the purposes of this item in lieu of physical measurement by carrier.

**EXCEPTION:** This item will not apply when shipper orders Exclusive Use of a Vehicle under Rule 23.

ITEM 7
EXTRA PICKUP OR DELIVERY

	SERVICE	PER	RATES (in
	(Extra Pickup or Delivery)	Stop	dollars/cents)
See Rule 42	Within 100 miles		\$100.00
	Over 100 miles		\$250.00

## ITEM 8 AUXILIARY SERVICE (SHUTTLE)

SERVICE	PER	RATES (in
(Auxiliary Service )		dollars/cents)
	Cubic	
	Foot	\$5.00

AUXILIARY SERVICE, necessary for pickup or delivery except as provided in Item 9. Applies to all auxiliary pickup or delivery services requested by the shipper. Subject to Rule 18 (Disposition of Fractions, etc.) and Rule 37 (Impractical Delivery or Auxiliary Service)

SERVICE	PER	RATES (in
EXTRA VEHICLE		dollars/cents)
	HOUR	\$75.00

Per additional vehicle (if used)	Hourly Rate
----------------------------------	-------------

Hour Labor Charges: For rates to apply, see Item 4.

## ITEM 9 WAITING TIME

SERVICE	PER	RATES (in
(Waiting Time)		dollars/cents)
WAITING TIME, not the fault of the carrier, per vehicle and	Hour	Hourly Rate
driver		

Each Additional Man: For rates to apply, see Item 4. NOTE 1: Unless otherwise provided by agreement, loading and unloading will be performed between the hours of 8:00 a.m. and 5:00 p.m., and free waiting time will be applicable only between these hours subject to the following allowable free waiting time: When shipment is traveling more than 100 miles but less than 200 miles, one (1) hour free waiting time will be allowed. When shipment is traveling 200 miles or more, three (3) hours free waiting time will be allowed.

NOTE 2: This item not applicable on Sundays or on all legal holidays (national, state, or municipal).

NOTE 3: This item will apply on shipments moving under Section III, Weight & Distance Rates for Moves Over 35 Miles.

ITEM 10
PIANO, ORGAN, POOL TABLES, OR LADEN HOME FREEZER CARRY CHARGES

SERVICE	PER	RATES (in
(Piano, Organ, Pool Tables, etc.)		dollars/cents)
PIANO, ORGAN, POOL TABLES, OR LADEN HOME FREEZER		
CARRY CHARGES:		\$150.00
HANDLING CHARGE for pipe organs, all grand pianos, and all		
other pianos of 38 inches or more in height. (Charge is in	Flat	
addition to the flight carry charges - See Notes 4 and 5)	charge	\$375.00
HANDLING CHARGE for all other types of organs and all other		

pianos less than 38 inches in height. (Charge is in addition to the	Flat	
flight carry charges - See Notes 4 and 5)	charge	\$300.00
HANDLING CHARGE for any laden home freezer containing		
frozen foods - See Rule 40. (Charge is in addition to the flight	Flat	
carry charges - See Note 4)	charge	\$100.00

HANDLING CHARGE for pool tables with slate tops which are at least 42 inches in width, 84 inches in length, and weight more than 400 lbs. This charge does not include disassembling or reassembling by carrier. When such service is rendered by carrier, the Labor

Charges in Item 4 will apply. (Charge is in addition to the fligh	1	
carry charges - See Note 4)	Flat	
	Charge	\$85.00
FLIGHT CARRY CHARGE-INSIDE A BLDG. OR HOUSE:		
First Flight (one floor or story to the next floor or story)	First	
(See Notes 1, 3, 5, and 6)	flight	\$11.00
Each additional flight		
FLIGHT CARRY CHARGE-OUTSIDE A BLDG. OR HOUSE:	First	\$21.00
First Flight (8 but not more than 20 steps) (See Notes 2,3,5	flight	\$1.00
and 6)	steps	
Each additional step over 20 steps		

NOTE 1: Inside a building or house, the first flight shall consist of at least 8 steps. Additional flights shall be defined as the number of complete floors above or below the first flight. If an elevator is employed, it will be considered one flight.

NOTE 2: Outside a building or house, the first flight shall consist of 8 but not more than 20 steps. Steps less than 8 will not be considered a flight.

NOTE 3: Flight carrier charges apply each time service is rendered.

NOTE 4: Handling charge applies once per shipment for each piano, organ, pool table, or laden home freezer. NOTE 5: Handling and flight carry charges will not apply to portable organs or pianos capable of being conveniently hand carried by one person.

NOTE 6: The flight carrier charges will not apply when the elevator or stairs carry charges under Item 20 is applicable.

#### ITEM 11 EMPTY MILEAGE CHARGE

SERVICE	PER	RATES (in

(Empty Mileage Charge)		dollars/cents)
EMPTY MILEAGE CHARGE: Empty miles traveled at request of		
of shipper (Subject to Rule 53)	Mile	\$1.00

#### ITEM 12 DIVERSION CHARGE

SERVICE	PER	RATES (in
(Diversion Charge)		dollars/cents)
DIVERSION CHARGE: The charge for each diversion in		
connection with a shipment will be	Each	\$9.00

#### ITEM 13 STORAGE-IN-TRANSIT RATES

SERVICE	PER	RATES (in
(Storage-In-Transit Rates)		dollars/cents)
Application subject to Rule 48. Subject to 1,000 pound minimun		
STORAGE RATE (See Notes 1, 2, and 3)	100 lbs	\$5.00
CLIMATE CONTROLLED STORAGE RATE		
(See Notes 1, 2, and 4)	100 lbs	\$5.00
WAREHOUSE HANDLING RATE (See Note 1)	100 lbs	\$7.00

NOTE 1: Storage charges apply for each 30 days or fraction thereof each time storage-in-transit service is rendered. Warehouse handling charge applies once each time shipment is placed in storage-in-transit. NOTE 2: For valuation charge applying on storage-in-transit shipments, see Item 17. NOTE 3: Not applicable when climate control is required.

NOTE 4: Climate controlled storage means that adequate heating and air conditioning equipment is in place to maintain a temperature range of 60 to 85 degrees and humidity reading of no greater than 90% at all times.

## ITEM 14 PICKUP OR DELIVERY TRANSPORTATION RATES TO APPLY ON STORAGE-IN-TRANSIT SHIPMENTS

SERVICE	PER	RATES (in
(Pickup or Delivery Transportation Rates)		dollars/cents)
Application subject to Rule 48, Storage-In-Transit. Subject to		

500 pound minimum.		
500 to 999 lbs. incl. (Break point wt. 624 lbs)	100 lbs	\$25.00
1,000 to 1,999 lbs. incl. (Break point wt. 1,655 lbs.)	100 lbs	\$15.00
2,000 to 3,999 lbs. incl. (Break point wt. 3,607 lbs.)	100 lbs	\$13.00
4,000 to 7,999 lbs. incl. (Break point wt. 7,476 lbs.)	100 lbs	\$12.00
8,000 lbs. and over	100 lbs	\$11.00

## ITEM 15 REWEIGHING CHARGE

SERVICE	PER	RATES (in
(Subject to Rule 29, Basis of Weight)		dollars/cents)
REWEIGHING CHARGE: Charge when reweighing done at		
request of shipper	Service	\$35.00

## ITEM 16 WRAPPING AND PADDING MATERIALS

SERVICE	PER	RATES - in
(Wrapping and Padding Materials)		dollars/cents
WHEN REQUESTED BY SHIPPER		
Bubble Wrap and Padding	Lin. Ft.	\$10.00
Papering and Padding	Lin. Ft.	\$0.75
Wrapping and/or Metal Banding (Rugs, trunks, etc.)	Each	\$7.75
Shrink Wrap	Roll	\$25.00

## ITEM 17 DEPRECIATION VALUATION CHARGES

Depreciated Valuation will apply unless shipper expressly releases the shipment to a value not exceeding \$.60 cents per pound per article or selects Full Value Protection (see Item 18). If shipper does not choose an option, the shipment defaults to Depreciated Value Protection which requires payment from the shipper. On shipments expressly released to a minimum value of \$1.25 per pound times weight of shipment, the following valuation charge will be assessed: For each \$100.00 or fraction thereof, of released or declared value - \$.50 per each \$100.00. EXAMPLE: Shipment valuation calculation for a value of \$20,335.00. Since \$35.00 is a fraction of \$100.00, the charge will be based on a valuation of \$20,400.00. ON SHIPMENTS WHICH ALSO INVOLVE STORAGE-IN-TRANSIT, the following additional valuation charge will apply: For each storage period of 30 days or fraction thereof, the additional valuation rate of 10 percent of the applicable storage-in-transit rate provided for in Item 13.

NOTE 1: If the shipper wishes to avoid these depreciation valuation charges, he must agree that if any articles are lost or damaged, the carrier's liability will not exceed \$.60 cents per pound for the actual weight for any lost or damaged article or articles in the shipment.

NOTE 2: See Rule 7 (Valuation).

## ITEM 18 FULL VALUE PROTECTION

- (A) When Full Value Protection is ordered in writing by the customer, carrier will guarantee either replacement of articles lost or damaged while in carrier's custody, reimbursement for full replacement cost (as determined by current market value), or repairs or the cost of repairs to damaged item(s) to the extent necessary to restore the item to the same condition as when received by carrier from the shipper. Actual replacement articles, if any, shall consist of articles of like kind and quality without deduction for depreciation.
- (B) Carrier's maximum liability shall not exceed the released or declared value on the shipment or the full cost of repair to the damaged property, whichever is less. Carrier shall have the option of repair or replacement of damaged articles.
- (C) All items which are replaced or for which the full current market value has been paid become the property of the carrier.
- (D) Full Value Protection will be provided by carrier only if shipment is declared or released to a minimum valuation of \$4.00 for each pound of weight in the shipment.

#### **EXCEPTIONS:**

In lieu of rates in Item 17 (Depreciation Valuation Charges), the rate for Full Value Protection provided by the carrier will be \$.75 for each \$100.00 or fraction thereof, of release or declared value. (The additional valuation charge for storage-in-transit will apply.)

EXAMPLE: Shipment valuation calculation for a value of \$20,335.00. Since \$35.00 is a fraction of \$100.00, the charge would be based on a valuation of \$20,400.00.

- 2. Full Value Protection in this item applies only to shipments of household goods as defined in Rule 4 (Commodity Description).
- 3. Protection under this item will not apply to specific articles or matched sets of articles which are valued at \$3,000 or more, unless shipper puts carrier on notice in writing that such articles are included in the shipment. NOTE: See Rule 7 (Valuation).

## ITEM 19 OVERTIME LOADING AND UNLOADING

SERVICE	PER	RATES (in
(Overtime Loading and Unloading)		dollars/cents)

An additional charge for either loading or unloading after regular hours or days (see Note 3) will be assessed on all moves.

LOADING OR EACH OVERTIME UNLOADING WILL BE	100 lbs.	N/A
--	----------	-----

NOTE 1: This overtime service will be rendered only upon request of the shipper and at the option of the carrier. If overtime loading or unloading is done at the carrier's convenience, no charge will apply. NOTE 2: Charge will be based on actual weight, subject to a 500 pound minimum. NOTE 3: Other than regular hours or days are as follows: between 5:00 p.m. and 8:00 a.m. weekdays and during any hour on Saturday, Sunday, and all official holidays (national, state, and municipal). NOTE 4: Bill of Lading to be marked or stamped as follows: (a) loading requested after regular hours or days.

## ITEM 20 ELEVATOR, STAIR, AND EXCESSIVE DISTANCE CARRY CHARGES

SERVICE	PER	RATES (in
(Elevator, Stair, and Excessive Distance Carry Charges)		dollars/cents

ELEVATOR, STAIR, AND EXCESSIVE DISTANCE CARRY CHARGES involved in pickup or delivery.

(Subject to Notes 1, 2, 3, 4, 5, 6, 8, and 10)

Where pickup or delivery involves use of adequate elevator service up or down one or more flights (see Note 6), a charge will be assessed, viz:

One or more flights at origin (see Notes 3, 4, and 5)	100 lbs.	\$3.00
One or more flights at destination (see Notes 3, 4, and 5)	100 lbs.	\$3.00
STAIRS (INSIDE A BUILDING) (Subject to Notes 1,2,5,6,8,10)		
Where pickup or delivery involves carriage up or down one or		
more flights of stairs (see Note 6), a charge will be assessed, viz:		
Per each flight at origin	100 lbs.	\$3.00
Per each flight at destination	100 lbs.	\$3.00

STAIRS (OUTSIDE) ATTACHED TO A BUILDING (Subject to Notes 1, 2, 5, 7, 8, and 10):

Where pickup or delivery involves carriage up or down one or more outside flights of stairs attached to a building (see Note 7), a charge will be assessed, viz:

Per each flight at origin	100 lbs.	\$3.00
Per each flight at destination	100 lbs.	\$3.00
EXCESSIVE DISTANCES (Subject to Notes 2, 9, and 10):		\$3.00
Where pickup or delivery involves one or more extra carries (see		
Note 9), a charge will be assessed, viz:		
Per each extra carry at origin	100 lbs.	\$3.00
Per each extra carry at destination	100 lbs.	\$3.00

- NOTE 1: Elevator and stair carry charges will not apply when pickup or delivery is within a single family dwelling.
- NOTE 2: Charges will be based on actual weight of the shipment, except as follows:
- (a) When under the provisions of Rule 42 (Extra Pickup and Delivery), portions of the shipment are picked up or delivered at more than one place, the charges will apply only to the actual weight of that portion of the shipment picked up or delivered at other than ground floor.
- (b) When an automobile is included in a shipment with other personal effects, the weight of the automobile will be deducted when determining applicable charges under this item.
- NOTE 3: When two or more elevators providing parallel service are utilized, charges will apply per shipment, not per elevator.
- NOTE 4: Where an elevator is used and the shipment must be transferred to a second elevator or carried one or more flights, charges will be made once for the first elevator and again for each additional elevator or stair carry service.
- NOTE 5: When stairs and elevator are both available, charge will be based on the method that results in the lower cost to the shipper.
- NOTE 6: One inside flight shall mean from one complete floor above or below a floor. NOTE 7: Outside a building, the first flight shall consist of 8 but not more than 20 steps. Steps less than 8 will not be considered a flight.
- NOTE 8: When a piano or organ is included in the shipment, the minimum stair carry charges on the entire shipment, inside or outside a building, shall be \$13.30 for the first flight and \$6.70 for each additional flight. The minimum elevator charge shall be \$13.30. The minimum charge will apply each time the service is performed at origin and/or destination.
- NOTE 9: An extra carry means each carriage of 50 feet or fraction thereof after the first 75 feet (not including elevator or stair distance for which charges herein apply) between the vehicle and:

- (a) The entrance or door of a detached or single family dwelling, or
- (b) The applicable individual apartment within a multiple occupancy building.

NOTE 10: When a piano and/or organ is included in a shipment, the handling charge for pianos and organs provided in Item 10 (Piano, Organ, etc.) will be in addition to the applicable charges in this item. The flight carry charges in Item 10 will not apply when this item is applicable.

#### ITEM 21 RESERVATION FEE

Until further notice a maximum rate of 20% of the total Bill of Lading Charges may be assessed to cover all broker fees, binding estimate fees and booking fees.

## ITEM 22 FUEL SURCHARGE (as described herein)

ISSUE DATE: November 21, 2022 EFFECTIVE DATE: November 22, 2022

Until further notice a maximum rate of 20% of the total bill of lading charges may be assessed as a fuel surcharge on all interstate household goods, hourly, weight/distance shipments or cubic foot shipments governed by the this tariff. All fuel surcharge revenue assessed and collected shall be passed on or otherwise credited to the purchaser of the fuel. In addition, the fuel surcharge is to be assessed once per shipment regardless of the number of vehicles used.

## ITEM 23 ADMINISTRATIVE SURCHARGE

An admiistrative surcharge of 10% may apply on all household goods moves.

**THIS** 

**SPACE LEFT** 

INTENTIONALLY

**BLANK** 

### SECTION V DEFINITIONS

CARRIER - Motor carrier of household goods.

CONSIGNEE - The person named in the bill of lading to whom or to whose order the bill promises delivery.

CONSIGNOR - The person named in the bill of lading as the person from whom the goods have been received for shipment.

DEBTOR - The person(s) and/or corporation(s) obligated to pay a freight charge of a carrier.

ESTIMATED COST OF SERVICES - A written document prepared by the carrier and furnished to the shipper, which shows the total cost estimated by the carrier for the services as described thereon.

HOUSEHOLD GOODS - Any personal effects and property used or to be used in a dwelling as more fully defined in Commission Rule R2-37.

MOTOR VEHICLE - Any vehicle, machine, tractor, semi-trailer, or any combination thereof, which is propelled or drawn by mechanical power and used upon the highways within the State.

NOT-TO-EXCEED PRICE - The maximum charge that may be assessed on a shipment, subject to any Change Order for Services.

PACKING - Any accessorial service performed in preparing a shipment (or portion thereof), prior to loading, except services for which rates and charges are otherwise provided in this tariff.

RATE - Any unit charge for services including the rating, governing rules, and accessorial charges applying in connection with that service.

SHIPMENT - A quantity of property tendered for transportation to one carrier at a time on one shipping document by:

SHIPPER - The party which contracts with a carrier to cause property to be moved from one place to another.

STORAGE-IN-TRANSIT - Storage of a shipment at request of consignor or consignee at one point between point(s) of origin and point(s) of destination for a period not to exceed 180 days.

UNPACKING - Any accessorial service performed in connection with delivery of a shipment (or portion thereof), subsequent to unloading, except services for which rates and charges are otherwise provided in this tariff.

#### **ABBREVIATIONS**

cont.	continued
cu. ft.	cubic foot or cubic feet
cwt.	hundredweight
	pounds
lin. ft.	linear foot
no.	number
wgt. or wt.	weight

#### **THIS**

# SPACE LEFT INTENTIONALLY BLANK

### INFORMATION BOOKLET YOUR RIGHTS AND RESPONSIBILITIES

#### INTRODUCTION

This brochure contains information you need to know regarding the shipment of household goods within the United States. You will want to read it thoroughly before contracting with a mover and before the move takes place. ALL moves are subject to the rules and regulations of 49 CFR, even moves made within a city or county. A copy of the tariff used to determine the charges for your move is available at the carrier's office. Tariff establishes "maximum" rates a mover can charge, however, you and the mover are allowed to negotiate moving rates that are lower than the established maximum rates.

You and your mover should work closely together which will save you time and money. Be sure to call your mover if you have any questions before, during, or after your move.

#### **SELECTING A MOVER**

Movers transporting household goods in United States must be issued a certificate from the Federal Motor Carrier Safety Administration. The certificate or "MC" number must be clearly displayed in any advertising, on the Estimated Cost of Services form, and on the Bill of Lading. Some movers operate as agents for nationally known van lines. You should ask each mover for its name, address, and phone number as well as whether or not it is operating as the mover or the agent.

#### **ESTIMATES**

Movers are required to give you a written estimate of the cost of your move if you request one. There is no charge for the estimate. The estimates must clearly describe the shipment and all services to be performed. Your mover is not required to provide an estimate if you request the estimate less than 5 business days prior to the move or if the total weight of the move is less than 500 lbs.

Non-Binding: A non-binding estimate shows the approximate charges which will be assessed for the services identified in the estimate. At the time of delivery, the mover will expect payment of the actual charges. However, you may request delivery of the shipment upon payment of an amount not to exceed 110% of the estimated charges. You will be billed for the balance of the charges which should be paid within 30 days of the date of delivery of your household goods.

Binding Guaranteed: A binding guaranteed estimate is fully binding on the mover as long as you do not request additional, different, or fewer services than those initially specified in the estimate. If any additional services are performed by the mover at your request which are not covered in the binding guaranteed estimate, additional charges will apply and be listed on an addendum to the estimate.

Binding Not-to-Exceed: A binding not-to-exceed estimate specifies a guaranteed maximum charge for the move. After the move has been completed, all charges will be calculated. If the actual charges are less than the estimate, the actual charges will apply. If the actual charges are greater than the estimate, the estimated charges will apply. If any additional services are performed by the mover at your request which are not covered in the binding not-to-exceed estimate, additional charges will apply and be listed on an addendum to the estimate.

Unless arrangements are made in advance, only cash, certified check, money order, or travelers check will be accepted for payment at the time of delivery of your household goods. Most movers do not accept personal checks, and many do not have the ability to process credit or debit cards. Check with your mover to find out what you need to know about paying for the move.

#### **HOURLY RATED SHIPMENTS**

The "clock" starts when the movers arrive at your home and ends when all the services at the destination have been completed. A charge for travel time may be assessed. Time will be rounded up to the nearest quarter hour.

#### **WEIGHT/DISTANCE MOVES**

The mover will weigh the vehicle (tare weight) prior to loading your household goods. After the vehicle has been loaded, the mover will weigh your shipment again (gross weight). The net weight will be determined by subtracting the tare weight from the gross weight. All weights will be shown on the Bill of Lading. If no adequate scale is available, a "constructive weight" (7 lbs. per cu. ft. of properly loaded van space) may be used to determine the weight of the shipment.

If it seems necessary, you may request that your shipment be reweighed prior to delivery. Reweighing will be accomplished only where it is practical to do so. An additional charge may be assessed for reweighing, but only if the difference between the two net weights is less than 100 lbs. (if your shipment weighs less than 5,000 lbs.) or is less than 2% of the lower net weight (if your shipment weighs more than 5,000 pounds). The lower of the two net weights will be used in determining your charges.

#### **EXPEDITED DELIVERY SERVICE**

Typically, movers will deliver your household goods in a "window" of time (i.e., "between Monday and Wednesday"). However, you can request that the delivery occur on or before a specific day. This delivery is called "expedited service" and is subject to the availability of the trucks. The rates that apply will be based upon the number of miles involved in your move. If you are moving a distance of 80 miles or less, your charge will be based on a minimum of 4,000 lbs. If you are moving a distance of 81 to 150 miles, your charge will be based on a minimum of 5,000 lbs. If you are moving a distance of 151 miles or more, your charge will be based on a minimum of 8,000 lbs.

#### **EXCLUSIVE USE OF VEHICLE**

If you do not desire to have the goods belonging to someone else transported with your shipment, you can ask the mover to give you exclusive use of the vehicle. If you ask for this service, though, special rates apply. Check with your mover if you are interested in this service.

#### **VALUATION**

All shipments of household goods must have the "valuation" determined prior to the move. An addendum to the Bill of Lading provides details on the valuation of your household goods and allows you to clearly select the protection and liability levels you desire. This form should be given to you by the mover at the time of the estimate and be completed by you prior to the move. Settlement of any claim for loss or damage is based upon the level of protection you select.

There are two different valuation options. Valuation is NOT insurance; it is a defined level of carrier liability. You are not purchasing, and the mover is not selling you, an insurance policy on your household goods during your move. Also, all valuations are rounded up to the next \$100.

# THE CONSUMER MUST SELECT ONE OF THESE OPTIONS FOR THE CARRIER'S LIABILITY FOR LOSS OR DAMAGE TO YOUR HOUSEHOLD GOODS CUSTOMER'S DECLARATION of VALUE THIS IS A TARIFF LEVEL OF CARRIER LIABILITY – IT IS NOT INSURANCE

<u>OPTION 1</u> – The Cost Estimate that you receive from your mover MUST INCLUDE Full (Replacement) Value Protection for the articles that are included in your shipment. If you wish to waive the Full (Replacement) Level of protection you must complete the WAIVER of Full (Replacement) Value Protection shown below.

**Full (Replacement) Value Protection** is the most comprehensive plan available for protection of your goods. If any article is lost, destroyed or damaged while in your mover's custody, your mover will, at its option, either 1) repair the article to the extent necessary to restore it to the same condition as when it was received by your mover, or pay you for the cost of such repairs; or 2) replace the article with an article of like kind and quality, or pay you for the cost of such a replacement. Under Full (Replacement) Value Protection, if you do not declare a higher replacement value on this form prior to the time of shipment, the <u>value of your goods will be deemed to be equal to \$6.00 multiplied by the weight (in pounds) of the shipment, subject to a minimum valuation for the shipment of \$6000. Under this option the cost of your move will be composed of a base rate plus an added cost reflecting the cost of providing this full value cargo liability protection for your shipment.</u>

If you wish to <u>declare a higher value</u> for your shipment than these default amounts, you must <u>indicate that value here</u>. <u>Declaring a higher value may increase the valuation charge in your cost estimate</u>.

The Total Value of r	my shipment is:		
\$	(to be provided by the	<u>customer</u> )	
Dollar Estimate of t	ne cost of your move at Full (Rep	placement) Value Protection:	
\$	( <u>to t</u>	e provided by carrier)	
(Replacement) Valu	e level of liability that will apply	ng deductible amounts under the Full for your shipment. (If you do not make a ection that is included in your cost estim	
\$250 Deductible ( (Customer's initials)		DR — \$500 Deductible ()	
\$750 Deductible ( (Customer's initials)		OR — \$1,000 Deductible ()	
Dollar Estimate of t	ne cost of your move with \$	Deductible: \$	
(to be provided by	carrier)		
and retained a copy that are included in representative. I als valued in excess of lost or damaged art the entire shipment	of the "Inventory of Items Value my shipment and that I have given so acknowledge that the mover's \$100 per pound will be limited to icle(s) (based on actual article w	Value — I acknowledge that I have prepared in Excess of \$100 Per Pound per Articipen a copy of this Inventory to the move liability for loss of or damage to any artico \$100 per pound for each pound of sucleight), not to exceed the declared value fied such articles for which a claim for lo	cle" er's cicle h e of
Χ	Customer's Signature)	(Date)	
()	ascomer's signature,	(Date)	

I acknowledge that for my shipment I have 1) ACCEPTED the Full (Replacement) Level of protection included in the estimate of charges and declared a higher Total Value of my shipment (if appropriate); and 2) received a copy of the "Your Rights and Responsibilities When You Move" brochure explaining these provisions.

X	
(Customer's Signature)	(Date)
(	OR
Option 2 — WAIVER of Full (Replacement) Value protection is provided at no additional cost beyon provides only minimal protection that is consider household goods. Under this option, a claim for destroyed or damaged while in your mover's customerity of the individual article multiplied by 60 for an audio component valued at \$1000 that we pounds times 60¢).	erably less than the average value of any article that may be lost, stody will be settled based on the cents. For example, the settlement
Dollar Estimate of the cost of your move under the 60- (to be provided by carrier)	-cents option: \$
COMPLETE THIS PART ONLY if you wish to WAIV Protection included in the higher cost estimate plants for your shipment and instead select the LOWER Pound Per Article; to do so you must initial and select the LOWER Pound Per Article; to do so you must initial and select the LOWER Pound Per Article; to do so you must initial and select the LOWER Pound Per Article; to do so you must initial and select the LOWER Pound Per Article; to do so you must initial and select the LOWER Pound Per Article; to do so you must initial and select the LOWER Pound Per Article; to do so you must initial and select the LOWER Pound Per Article; to do so you must initial and select the LOWER Per	provided (above) (on the prior page) R Released Value of 60 Cents Per
I wish to Release My Shipment to a Maximum Value of	60 Cents per Pound per Article
(Customer's Initials)	
I acknowledge that for my shipment I have 1) WAIVED protection for which I have received an estimate of charged and Responsibilities When You Move" brochure	arges; and 2) received a copy of the "Your
X(Customer's Signature)	(Date)

#### ARTICLES OF EXTRAORDINARY VALUE

Any items which you wish transported by the mover that are valued in excess of \$100 per pound per article must be declared on a separate inventory. Otherwise, the mover's liability will be limited to \$100 per pound per article (so your 2 oz. diamond ring will only be covered for \$12.50!!) You might want to consider transporting certain items yourself: stamp or coin collections, cash, jewelry, legal and medical documents, and other such special items. If you include firearms in your shipment, make sure that the crew leader is aware of it and enters the model and serial numbers on the inventory.

#### PRE-MOVING INFORMATION

A responsible adult needs to be available at each point in the moving process: development of the estimate, packing the shipment, loading it, and monitoring the delivery.

Keep electrical and telephone services working at the origin until after the move is completed.

Movers can refuse to move household goods which can cause damage to the shipment. You should check with your mover about items such as aerosol cans, matches, cleaning fluids, ammunition, fireworks, antifreeze, batteries, acids, and open cans of paint, oil, bleach, etc. Some items will leak, such as fuel tanks in lawn mowers and kerosene heaters, and should be drained prior to shipment. Remember that propane tanks cannot be moved unless such tanks have been serviced/purged and plugged by a professional gas service and labeled as such.

All mechanical and electrical equipment such as grandfather clocks, stereos, TVs, computers, CD players, DVDs, home theatre equipment, washers, dryers, ice makers, and other such items must be properly serviced prior to shipment. If you require assistance, contact your mover about such servicing. There will be charges if the mover arranges it.

Items attached to structures should be removed prior to moving day. These items include blinds, drapes, cornices, mirrors, curtain rods, shelving, etc. It is also appropriate for you to take down any artwork from the walls and set the pieces aside: paintings, sculptures, photographs, mounted game, etc.

Refrigerators and freezers should be emptied and dried prior to the move. Movers are not responsible for damages due to atmospheric conditions such as temperature and humidity.

Movers are not required to remove items from locations which do not have flat continuous floors, permanent stairways, adequate lighting and/or sufficient height to allow a person to stand erect, such as attics, basements, or crawl spaces. However, if you request and the mover agrees to remove items from such areas, there will be additional charges.

Since "ready-to-assemble" furniture made from press board and particle board is not designed to be moved or disassembled, the mover only offers limited liability on this type of furniture. Ask your mover for the form addressing this matter.

It is important to separate your "NOT GOING" and "TAKING WITH ME" items from the ones which will be packed and loaded for shipment. A good idea would be to put them in a closet or separate room and put a sign on the door that states, "DO NOT PACK OR MOVE."

#### **PACKING DAY**

When the packing crew arrives, you should accompany the crew leader on a visual inspection of your home. Be sure to point out items not to be packed, items valued over \$100 per pound,

fragile items, and items that need to arrive first at the destination.

You are welcome to pack certain boxes yourself. However, the mover is not liable for any damage to their contents resulting from poor packing unless there is external damage and the inspection is done at time of delivery. You are charged for boxes, cartons, crates, and other packing materials supplied by the mover and used by you or the crew for the move.

Once packing seems to be completed, you and the crew leader should again conduct a visual inspection of your home to make sure all required items have been packed. Check closets, attics, basements, cabinets, detached buildings, and other areas of the property to ensure that nothing has been missed.

#### **LOADING DAY (ORIGIN)**

The driver and you should conduct a pre-load walk-through and make sure he notes the "DO NOT LOAD" items, special care items, and items which should come off the truck first. He will do a complete inspection of all items and make a detailed inventory. You should also be available to the driver as the loading is being done in case he has any questions.

Once loading has been completed, you and the driver should again walk through the house to make sure all items are on the truck. Check closets, attics, basements, cabinets, detached buildings, and other areas of the property to ensure that nothing has been missed.

Approve and sign all necessary documents: the Bill of Lading, a list of any accessorial services performed, any inventories prepared, and the addendum to the Estimated Cost of Services, if needed.

Be sure that the driver has the destination address, contact phone numbers, and directions to your new home.

#### **DELIVERY DAY (DESTINATION)**

The driver will give you the completed Bill of Lading and request payment before unloading the truck. Remember, usually cash, certified check, money order, and travelers checks are the only forms of payment that will be accepted.

If you received a non-binding estimate, you can only be required to pay up to 110% of the amount originally quoted in the estimated cost of services (plus the amounts in any addendums to that quote). The Bill of Lading will reflect the actual cost of your move. You will be billed for any balances due to the mover payable in 30 days.

If you received a binding guaranteed estimate, that amount (plus any amounts in addendums) is the amount due to the mover.

If you received a binding not-to-exceed estimate, that amount is the maximum which can be

requested (plus any amounts in addendums).

You should walk through the new residence with the driver to go over your floor plan so he can determine the best way to unload your possessions.

The crew will assemble all items that they disassembled at origin. They will not assemble items disassembled by others nor will they install appliances and fixtures since those would have been serviced by trained personnel at origin. Trained personnel would again be needed to reservice them at destination. Again, these servicings are subject to additional charges.

Unpacking is part of the packing service and will be performed at the time of delivery, if you wish it to be done. Crew members do not put items in cabinets, drawers, etc., although they will hang clothes in closets. The debris from the move will be taken from the premises on the day of the move if you ask them to do so. If the crew has to return another day to remove the packing materials, an additional charge may apply.

After the delivery is completed, walk through the rooms with the driver and conduct a final inspection of the items. Be sure to note on the inventory sheet any damages before you sign it. DO NOT dispose of any damaged items or the packing materials used for those items since they will be needed for settlement of your claim.

Approve and sign all required paperwork: Bill of Lading, any inventories prepared, a list of any accessorial services performed, and the addendum to the Estimated Cost of Services, if needed. Be sure to note on the inventory sheet any damages before you sign it.

#### **STORAGE**

If you are not prepared to move into your new home immediately, you can have your household goods stored for later delivery. This is known as "storage-in-transit" and can be performed for an additional charge. Usually, the mover will require payment of the charges incurred up to that point prior to placing the items into storage. (The 110% provision in non-binding estimates will not apply to such shipments.) Charges are calculated on 30-day increments and may be prorated.

However, goods held after 180 days revert to "permanent storage" and would be subject to the rates, terms, and conditions of the warehouse operator. Moves out of permanent storage would be conducted with a new contract.

If you need to remove some stored items before moving the entire shipment out of storage, you can make arrangements to get access to the shipment. The item(s) will be weighed to deduct the amount from the shipment which will reduce the monthly storage charge. There will be a charge for warehouse personnel to assist you.

#### LOSS OR DAMAGE

After the delivery is completed, walk through the rooms with the driver and conduct a final inspection of the items. Be sure to note on the inventory sheet any damages before you sign it. However, these notes do not constitute a "damage claim." Claims must be in writing on forms provided by the mover; just call the mover and the forms will be mailed to you. The form must be accompanied by a copy of the paid Bill of Lading. Claims will not be settled until after full payment for the move is rendered to the mover.

The forms will ask for a description of the item(s), including the age, original cost, and weight as well as a description of the damage. You may need to get estimates for repairs or replacements and include them as part of the claim. The mover has the option of repairing or replacing the damaged articles. All items replaced become the property of the mover. The amount of your settlement will depend upon the type of valuation selected prior to the move (See Valuation).

Claims should be filed with the mover as soon as possible to speed settlement. However, you have 9 months after delivery in which to file the claim.

If the mover disallows any or all of your claim, you can file a civil lawsuit against the mover. However, such action must be undertaken within two years and one day from the date when notice in writing is given by the mover to you that your claim has been disallowed. DO NOT dispose of any damaged items or the packing materials used for those items since they will be needed for settlement of your claim and evidence in any lawsuit.