

WAYFORTH TRANSPORTATION, LLC

**100-A
TARIFF GOVERNING
RULES, REGULATIONS AND
SCOPE OF HOUSEHOLD GOODS CARRIER OPERATIONS**

APPLICABLE ON SHIPMENTS BETWEEN POINTS
IN THE COMMONWEALTH OF MASSACHUSETTS

EFFECTIVE: June 1, 2020

Issued by:

WayForth Transportation, LLC
2107 Loumour Avenue
Richmond, Virginia 23230
(800) 913-7747

SECTION 1 – GENERAL TERMS

ITEM 100

BILLS OF LADING

The terms and conditions of Carrier's Household Goods Bill of Lading shall apply notwithstanding the use by Shipper of any other bill of lading or shipping document. Drivers are not authorized to bind Carrier to non-conforming bills of lading and execute bills of lading with alternative terms and conditions as receipts for the shipment only.

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ITEM 105 **BILLS OF LADING, CONTRACTS AND AUTHORITY OF COMPANY PERSONNEL**

ONLY Carrier officials or personnel authorized to do so by the Carrier are empowered to enter into agreements, alter existing agreements, or issue binding estimates. Authorized officials are Carrier personnel with the title of Sales Consultants, Manager, Vice President, or higher. Drivers, packers, loaders, and similar employees employed or hired by Carrier are among those excluded from the category of authorized carrier personnel.

ITEM 110 **SUBSEQUENT VERIONS OF THIS TARIFF**

When this tariff is amended, all shipments accepted by Carrier after the amendment are subject to the revision. The current tariff will be on file with M.D.P.U.

ITEM 115 **INTERPRETATION OF THIS TARIFF**

No provision of this Tariff may be altered or amended orally, and any deviation from this Tariff must be in writing and agreed to by an Authorized Official of Carrier (see Item 105). This Tariff is subject to change without notice. The version of the Tariff in effect at the time of the acceptance of the shipment shall apply to the shipment.

ITEM 120 **GOVERNING PUBLICATIONS**

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

KIND OF TARIFF	ISSUING AGENT	SERIES
Mileage Guides	Household Goods Carriers	ICC HHG 100
Rules	WayForth Transportation, LLC (“WayForth”)	100-A Tariff

Note A – When an item is published in this tariff covering the same service as an item published in a tariff mentioned in this item, such item published herein, to the extent of its application, will apply in lieu of the items published in tariff’s mentioned in this item.

ITEM 125 **INTERSTATE VS. INTRASTATE**

The rules set forth in this Circular apply only to shipments between points in the Commonwealth of Massachusetts

ITEM 130

MILEAGE GUIDE

Where rates are set forth in cents per mile or other calculation based on mileage, distances shall be determined from origin to destination via intermediate points as specified by the Shipper utilizing the most recent edition of the following mileage guide:

PC Miler Practical (Latest Revision)

Mileage on shipments stopped in transit for partial loading and/or partial unloading will be determined by calculating the mileage from origin to final destination via the point or points at which vehicle is stopped for partial loading or unloading.

ITEM 135**NOTICE AND AMENDMENTS**

Upon request, Carrier will provide its customers and shippers with copies of all applicable rules and rates. Any such rules and accessorial charges are available by contacting carrier at WayForth.com.

ITEM 140**OPERATING AUTHORITY**

Carrier has authority to operate as a household goods and general property carrier in interstate commerce within the United States. Copies of the operating certificate are available upon request. Carrier has authority to operate as a household goods carrier on an intrastate basis in the following states: Virginia, North Carolina, Pennsylvania, Massachusetts.

ITEM 145**PARTICIPATING CARRIERS**

Motor carriers party to this tariff are shown below:

WayForth Transportation, LLC
MC 91292

ITEM 150**RATES AND SCHEDULES**

The rules published herein are applicable to all household goods shipments transported by Carrier. Rates and schedules provided herein apply on all such shipments.

ITEM 155**WAIVER**

Carrier's failure to enforce the terms of this Tariff shall not be a waiver of the Carrier's rights to do so in the future.

ITEM 160**CONSENT TO JURISDICTION**

Unless the Carrier and purchaser of Carrier's services have previously agreed in writing to proceed otherwise, the Carrier and the purchaser of carrier's services consent to the exclusive personal jurisdiction of the State and Federal Courts applicable to Richmond, Virginia for filing all civil actions arising out of the transportation services performed or to be performed by Carrier. To the extent not inconsistent with federal statutes, regulations, or common law, this Tariff, all other contractual agreements between Carrier and the purchaser of carrier's services, and all rights, duties, and obligations between Carrier and the purchaser of carrier's services shall be governed by the law of the Commonwealth of Virginia, without regard to its choice of law provisions.

SECTION 2- OPERATIONS

ITEM 200

APPLICATION OF TARIFF

Each provision of this tariff shall apply to each transportation agreement and bill of lading entered into by Carrier unless expressly waived in a signed, written agreement.

ITEM 210**IMPRACTICAL OPERATIONS**

Nothing in this rule circular shall require the carrier to perform pick-up or delivery service at any location from or to which it is impracticable, through no fault or neglect of the carrier to operate vehicles because of:

- (A) The condition of roads, streets, driveways, or alleys;
 - (B) Inadequate loading or unloading facilities; or
 - (C) Riots, Acts of God, the public enemy, the authority of law, strikes or labor unrest the existence of violence, or such possible disturbances as to create reasonable apprehension of danger to person or property.
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ITEM 215**ON-HAND SHIPMENTS**

From time to time and for various reasons, freight may be deemed to be "on-hand." Freight will be deemed on-hand with or without notice. When freight is "on-hand" the legal liability of Carrier is altered from that of a motor carrier to that of a warehouseman pursuant to the Uniform Commercial Code. The procedures which Carrier agrees to and will take as a warehouseman involve the use of ordinary care to keep the lading in a safe or suitable place or to store the lading properly. Carrier shall (a) place the lading in public storage, if available, unless Carrier receives contrary disposition instructions from Shipper within twenty-four (24) hours, and (b) if disposition instructions are not given by Shipper within ten (10) days of Carrier's initial notification to Shipper, Carrier may offer the lading for public sale. Shipper will be responsible for storage costs and reasonable costs Carrier incurs in acting as a warehouseman. To the extent any sale or disposal revenues exceed the storage costs and the costs Carrier incurs as a warehouseman, Carrier shall remit the balance to Shipper. If Shipper gives Carrier timely disposition instructions, Carrier shall use any commercially reasonable steps to abide with such instructions. Shipper will pay Carrier's costs and any additional transportation costs Carrier incurs in doing so.

ITEM 220**PACKAGING REQUIREMENTS**

Unless alternative arrangements have been made with Carrier, (a) packaging requirements generally applicable in the industry will apply and (b) customer will be responsible to package goods so as to protect them from damage during transportation.

ITEM 225**RIGHT TO OPEN/INSPECT**

Carrier reserves the right to open/inspect any freight which has been accepted for shipment, including packages that have been sealed.

ITEM 230**SERVICE STANDARDS**

Unless alternative terms and requested and agreed to by an authorized agent of Carrier (See Item 105), freight shall be delivered upon reasonable dispatch. Appointment times and notations such as "must deliver by" on the bill of lading are insufficient to alter the reasonable dispatch standard unless alternative terms are requested and agreed to. To request alternative terms and for terms and conditions, call Carrier Pricing Department at 1-866-512-4770.

SECTION 3 – RATES AND ASSESSORIAL CHARGES

ITEM 300

CARRIER'S RATES

The following rates and charges will apply to all services performed by Carrier:

Service/Item	Rate
Vehicle Reservation Daily Reservation Rates	
16ft Box Trucks	\$250 day:
24ft Box Trucks	\$300 day:
26ft Box Trucks	\$350 day:
Vehicle Rates – Hourly	
16ft Box Trucks	\$110
24ft Box Trucks	\$110
26ft Box Trucks	\$110
Specialized Services Prior to Move	
Floor Planning	\$150/hour
Downsizing	\$110/ hour
Staging	\$150/ hour
Settling In	\$110/ hour
Clear outs	\$110/ hour
Project Management	\$110/ hour
Delivery of Supplies – for travel and delivery	\$110/ hour
Shredding	\$15 per box
Downsizing	\$110/ hour
Staging	\$150/ hour
Other Services	
Picture Hanging Crew Lead	\$150/hour
Picture Hanging Crew	\$95/hour
Grandfather Clock Moves	\$150
Piano (or other Heavy/Bulky Items) Fees	\$125
Labor Rates (Per Individual)	
Packing/Unpacking Lead	\$105/hour
Packing/Unpacking Crew Member	\$95/hour
Mover Crew Member	\$70/hour
Handyman	\$95/hour
Supplies	
Storage Vaults	\$500/month
Custom crates	
Basic Crate	\$150
Large Crate	\$250
Extra Large Crate	\$350
Clock Boxes	\$50
TV Boxes	\$50
Barrel or Dish Pack	\$15

Small Cartons 1.5 CU. 12x18x13	\$5
Medium Cartons 3 CU.18x18x16	\$6
Large Cartons 6 CU.18x18x24	\$7
Large Wardrobe – Purchase	\$25
Mattress Bags	\$12
Bubble Wrap 20 feet	\$30
Mirror Carton	\$12
Packing Tape	\$6
Packing Paper	\$30/bundle
Paper Pads	\$10/pod
Packing Peanuts	\$6/cf
Mover Blankets	\$15
Mileage/Fuel Reimbursement	\$0.85/mile

For calculation of the hourly rates listed above, charges for each hour shall begin when Carrier arrives at customer’s location. Charges for each hour shall end when Carrier departs from customer’s location to return to Carrier’s warehouse. For calculation of the hourly rates, customer shall be charged for one hour at the applicable hourly rate to account for travel to and from customer’s location, regardless of actual travel time.

For calculation of mileage/fuel reimbursement listed above, charges for each mile shall begin when Carrier leaves its warehouse location. Charges for each mile shall end when Carrier returns to Carrier’s warehouse.

ITEM 302

ALTERNATIVE MILEAGE RATES

Where agreed by Company and customer, Company will replace all hourly rates in Item 300 with a rate based on mileage of Customer’s move. Rates in Item 300 that are not calculated on an hourly basis will apply in addition to mileage-based rates. Where mileage based rates are used, the rates will be:

Under 250 miles: \$5.25 per mile

251-500 miles: \$1312.50 plus \$4.65 per mile 251-500

501-750 miles: \$2475 plus \$4.05 per mile 501-750

751-1000 miles: \$3487.50 plus \$3.65 per mile 750-1000

1000 and greater miles: \$4400.00 plus \$3.05 per mile above 1000

For calculation of the alternative mileage rates, mileage shall include all travel from Carrier’s warehouse location to customer’s location, any travel to different locations at customer’s direction, travel to delivery destination, and return travel to Carrier’s warehouse location.

ITEM 305

STORAGE RATES

Storage of materials will be available at a rate of \$70 per 250 Cubic Feet, or \$500 per storage vault, per month.

We charge a fee of \$75 per hour to pull and restore items in the warehouse, with a one-hour minimum charge such services.

Additional charges for materials and supplies, including crates, may be charged as set forth in the Storage Agreement with the Shipper.

Warehousing and storage accounts are due and payable monthly, on the first of each month. Company will issue the monthly statement, in advance to Shipper and Shipper shall pay Company within 15 days of the invoice date unless otherwise agreed by the Parties in writing. All invoices not paid within 15 days of invoice date will be subject to a late fee of 1.5% per month, or the maximum rate then allowable pursuant to applicable law. If it becomes necessary for

Company to utilize a collection agency and/or an attorney to collect any unpaid amount owed or to assist in effectuating the lien provisions herein, Shipper shall be obligated to pay the collection agency fees and/or attorney fees, and expenses including court costs incurred, regardless of whether litigation is actually filed.

Any unused portion of storage will not be refunded. The Company does not pro rate storage fee. It is per month in advance.

The Shipper may request that storage be ended at any point. The Shipper must submit and request to end storage in writing via email or standard mail. If the Shipper does not pay for accrued storage time for a period of 90 days, the property will be considered abandoned and subject to auction. the Shipper will receive 1 warning letter per month of nonpayment. After 3 warnings have been issued and the 90-day period has ended the items will be auctioned. The proceeds will be used to cover the costs of storage and remaining balance will be subject to collections.

ITEM 310

OTHER TERMS OF STORAGE

Shipper must warrant that it is the lawful owner and/or has lawful possession of the Goods tendered for storage and that it has sole legal rights to store Goods tendered, to release Goods, and to instruct Company regarding delivery or disposition of the Goods. Shipper is responsible for notifying all parties acquiring any interest in the Goods of the terms and conditions of this Warehouse Receipt and further agrees to indemnify and hold Company harmless from any claim by third parties relating to the ownership, storage, handling or delivery of Goods, or from any other services provided by Company under this Warehouse Receipt. Such indemnification shall include any legal fees or costs incurred from any claim by a third party, regardless of whether or not litigation is actually filed.

Storage:

- a. Company will receive, store, and release the Goods in accordance with Shipper's reasonable instructions.

b. If Company determines that the original palletization of Goods must be broken down for storage purposes, Company shall be authorized to break down the pallets without further notice required to Shipper.

c. Company will store the Goods at its discretion at any one or more buildings at Company's warehouse location identified on the front side of this Warehouse Receipt. The identification of any specific location with the Company's warehouse complex does not guarantee that Goods shall be stored therein. Company may at its own expense, remove Goods to any other warehouse complex operated by Company.

d. Company may provide additional services to Shipper as requested and as agreed. Additional handling charges will apply whenever Goods are pulled for distribution or release, whenever physical inventories are requested by Shipper, and whenever additional services are requested that are not explicitly included in the monthly storage charge quoted to Shipper. Such additional charges will be provided to Shipper and will be invoiced to Shipper in addition to any storage charges due.

e. Termination of Storage. Company reserves the right to terminate storage and to require the removal of the Goods, or any portion thereof, by giving Shipper thirty (30) days advance written notice. Shipper shall be responsible for payment of all charges attributable to said Goods within the stated period and for removing the Goods from the warehouse upon payment of all charges. If the Goods are not so removed, Company may exercise its rights under applicable law including but not limited to selling the Goods.

Shipper's Warranties & Tender for Storage.

a. Shipper must warrant that the Goods are properly marked, packaged, labeled and classified for handling and are fit for storage and any transportation as may be required. Company will not accept Goods that are not properly packaged or which, in the reasonable opinion of Company, are not suitable for movement or storage within the warehouse.

b. Shipper shall furnish at or prior to delivery, a manifest showing marks, brands or sizes to be accounted for separately and the class of storage desired, if applicable.

c. Company's receipt and delivery of a LOT (or partial LOT) shall be made without subsequent sorting except by special arrangement and subject to a charge.

d. Hazardous Materials. Unless otherwise made known to Company in writing and accepted by Company, Shipper must warrant that the Goods are not considered hazardous materials and/or dangerous goods at the time the Goods are tendered to Company. If hazardous materials and/or dangerous goods are tendered for storage and accepted by the Company, a notation shall be so made on the face of this Warehouse Receipt. Shipper warrants that the Goods shall be limited to the permissible materials and quantities in the then current regulations, and agrees to properly classify the Goods, to accurately describe the Goods, and to provide Company with all necessary or useful information for the safe storage and handling of the Goods including but not limited to, whenever applicable, Material Safety Data Sheets and/or Product Safety Data Sheets. If Shipper breaches any of the foregoing warranties related to tender of hazardous materials or dangerous goods, or otherwise delivers any such unfit Goods to Company, Company shall be entitled to exercise all available remedies including the immediate destruction or removal of the Goods from the warehouse without notice to Shipper. In the event of the foregoing breach of Shipper warranties, Shipper shall be liable for all expenses costs, losses, damages, fines, penalties or other expenses of any sort incurred by Company in connection with the removal, or destruction, or handling of the Goods and shall indemnify Company against all amounts, liabilities, claims, or damages arising in connection with the Goods.

e. For all Goods tendered for storage, Shipper shall supply such information and documents as are necessary to comply with all laws, rules and regulations. For all Goods, Shipper shall provide to Company all documents or information necessary or useful for the safe and proper warehousing, handling, storage, and transportation (if any) of the Goods. If all such information and documents are not fully, accurately and timely provided to Company, Shipper shall indemnify Company for all consequences of such failure.

f. Shipper shall warrant its compliance with all applicable laws, rules, and regulations including but not limited to customs laws, import and export laws, as well as with the U.S. Foreign Corrupt Practices Act and similar laws related to anti-corruption and anti-bribery.

Warehousing and storage accounts are due and payable monthly, in advance. Company will issue the monthly statement, in advance to Shipper and Shipper shall pay Company within 15 days of the invoice date unless otherwise agreed by the Parties in writing. All invoices not paid within 15 days of invoice date will be subject to a late fee of 1.5% per month, or the maximum rate then allowable pursuant to applicable law. If it becomes necessary for Company to utilize a collection agency and/or an attorney to collect any unpaid amount owed or to assist in effectuating the lien provisions herein, Shipper shall be obligated to pay the collection agency fees and/or attorney fees, and expenses including court costs incurred, regardless of whether litigation is actually filed.

Lien Rights. Company shall have a lien on the Goods tendered by Shipper and upon any and all property belonging to Shipper in Company's possession, custody or control for all charges, advances or amounts of any kind due to Company under this Warehouse Receipt or under any prior or subsequent invoices issued to Shipper by Company (including charges for storage, handling, transportation, demurrage, terminal charges, insurance, labor, and any other charges incurred). Company shall have a lien on the Goods and may refuse to surrender possession of the Goods until all charges or debts are paid in full. If such amounts remain unpaid for 30 days after Company's demand for payment, Company may sell the Goods at public auction or private sale or in any other manner reasonable, and shall apply the proceeds of such sale to the amounts owed. Shipper remains responsible for any deficiency outstanding to Company.

Liability.

a. Company shall not be liable for any loss or destruction of or damage to the Goods, however caused, unless such loss, damage or destruction resulted from Company's failure to exercise such care in regard to the Goods as a reasonably careful person would exercise under like circumstances. Company is not liable for damages which could not have been avoided by the exercise of such care. Company and Shipper agree that Company's duty of care referred to herein shall not extend to providing a sprinkler system at the warehouse complex or any portion thereof.

b. In no event shall Company be liable for any loss or damage caused by:

- i. acts of God; public authorities acting with actual or apparent authority; strikes; labor disputes; weather; mechanical or equipment failures; cyber attacks; civil commotions; hazards incident to a state of war; acts of terrorism; acts or omissions of customs or quarantine officials; acts of carriers related to security; the nature of the freight or any defects thereof; inherent vice of the goods; perishable qualities of the merchandise; fires; frost or change of weather; sprinkler leakage; floods; wind; storm; moths; public enemies; or other causes beyond its control;
- ii. fragile articles injured or broken, unless packed by Company's employees and unpacked by them at the time of delivery;
- iii. pilferage or theft, unless such loss or damage is caused by the failure of Company to exercise such ordinary care required by law; and
- iv. concealed damage, or for losses incurred due to the concealed damage of the Goods.

c. In no event shall Company be responsible for loss or damage to documents, stamps, securities, artwork, heirlooms, jewelry or other articles of high and unusual value unless a special agreement in writing is made between Company and Shipper with respect to such articles.

d. NO LIQUIDS OR HAZARDOUS MATERIALS OF ANY SORT ARE TO BE SENT TO THE WAREHOUSE FOR STORAGE. VIOLATION OF THIS TERM SHALL VOID ANY LIABILITY ON PART OF

e. No Consequential Damages. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF COMPANY'S DUTIES, NEGLIGENCE LIABILITY WITHOUT FAULT OR ANY OTHER LEGAL THEORY OR BASIS, SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, STATUTORY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR LOSS OF MARKET, LOSS OF INCOME, DAMAGES ARISING FROM LOSS, ATTORNEYS FEES OR PUNITIVE DAMAGES, WRONG DELIVERY, OR DAMAGE TO PROPERTY, LOSS OF USE OF GOODS, COST OF SUBSTITUTED GOODS, DELAYED DELIVERY OR FAILURE TO ATTEMPT DELIVERY, WHETHER OR NOT COMPANY HAD KNOWLEDGE THAT SUCH DAMAGES OR LOSSES MIGHT OCCUR.

f. Coverage Options:

- i. Basic Coverage: The limits of liability for goods in the Company's storage and/or for transporting, handling, loading, unloading, packing, unpacking, crating, uncrating will be limited to the general liability of the company of \$.60 per pound, or \$100 per item, whichever

is less, unless additional liability coverage is purchased. The Shipper/Shipper's failure to select additional valuation coverage will default to basic coverage and will limit the company's liability for any property damage to general liability as defined above. We will not ship any "priceless" or "family heirlooms" or any such items without inspection and proof of value in advance of the move.

- ii. Additional Coverage: Basic Coverage shall apply in all circumstances where Company is legally liable for such loss or damage, unless the Shipper has requested in writing that it received additional coverage as set forth in this section. Additional coverage can be purchased at the rate of \$10 per \$1,000 of coverage with a minimum of \$5,000 and maximum of \$50,000. A \$250 deductible applies on any claim. Additional coverage must be determined prior to the start of any services so that proper materials can be made available on move day to secure/protect high valuable items.

Temperature or Humidity Controlled Storage. Unless specifically agreed to in writing, Company shall not be responsible for storage of the Goods in a temperature or humidity-controlled environment. Shipper knowingly accepts that the Goods will be warehoused in a non-temperature/humidity-controlled environment. Company will not be responsible for any loss or damage to the Goods that result from fluctuations in temperature range or in humidity levels of the warehouse. Company will furthermore not be responsible for losses or damages incurred to Perishable Goods, unless otherwise agreed to in writing prior to tender of the Goods for storage.

Inspection & Security. All shipments are subject to inspection by Company; by Company's Carriers for any transportation services provided, if any; and by any duly authorized government or regulatory entities, including but not limited to the U.S. Transportation Security Administration, U.S. Customs and Border Protection, and like entities. Notwithstanding the foregoing right to inspect shipments, Company is not obligated to perform such inspection except as mandated by law. Further, Company reserves the right to unilaterally reject any shipment that it deems unfit for transport, or for storage under this Warehouse Receipt, after inspection.

Notices. All written notices herein may be transmitted by any commercially reasonable means of communication providing delivery receipt to the sender, and shall be directed to Company and Shipper at the address set forth on the front side of the Warehouse Receipt, unless otherwise instructed by either party in writing.

The Shipper may request that storage be ended at any point. The Shipper must submit and request to end storage in writing via email or standard mail. If the Shipper does not pay for accrued storage time for a period of 90 days, the property will be considered abandoned and subject to auction. the Shipper will receive 1 warning letter per month of nonpayment. After 3 warnings have been issued and the 90-day period has ended the items will be auctioned. The proceeds will be used to cover the costs of storage and remaining balance will be subject to collections.

Should the Shipper wish to terminate the moving/storage contract, labor charges for the time needed to remove the Shipper's items from our facility will apply. Under no circumstance will non-employees be allowed into the storage facility to remove items.

Shipper Access to Items- Should the Shipper require access to any items in storage, a written request must be submitted to us via email, or standard mail. The Shipper must provide at least 48 hours for the Company to make all the items safely accessible for the Shipper.

Change of Address/Telephone- The Shipper must inform the Company of any changes to their contact information

ITEM 315

APPLICABILITY OF STATE MANDATED RATES

Where Carrier is engaged in intrastate transportation of household goods and applicable state law requires that Carrier conform to state mandated rates, Carrier will conform to such rates as follows:

In states requiring conformance to a maximum rate tariff, Carrier's rates will be adjusted to equal the maximum rates permitted;

In states requiring conformance to a minimum rate tariff, Carrier's rates will be adjusted to the greater of the minimum rates permitted or the rates published in Item 300 of this Tariff;

In states requiring conformance to exact rates determined by the state, Carrier's rates will be adjusted to the required rates.

Unless required by applicable state law, Carrier will not calculate rates based on the weight of the goods transported or vehicle used for transportation but will instead calculate rates based on the volume of the vehicle used for transportation and the hours of labor involved in the handling and transportation of goods.

SECTION 4 – FREIGHT CLAIMS

ITEM 405

CLAIMS LIABILITY

Liability for claims shall be governed by 49 USC § 14706 on both interstate and intrastate shipments. If state law is applicable and will not permit the application of 49 USC 14706, state law applicable to the liability of a common carrier for damage to goods shall apply. Carrier shall not be liable to the owner of property for damage, loss or delay caused by (1) an act of default of the shipper, owner or consignee, or their agents; (2) an Act of God, (3) the public enemy, (4) act of the public authority; (5) inherent vice of the goods (6) freezing or spoiling of any goods or property. Liability shall be limited to actual loss to the goods.

ITEM 410

CLAIMS PROCESS

The provisions of this Tariff are established in compliance with Federal Claim, Loss and Damage Regulations (49 C.F.R. § 370 and the Bill of Lading) which shall govern the investigation and disposition of claims for loss, damage, or delay to property transported or accepted for transportation in intrastate, interstate, or foreign commerce.

- (A) Carrier shall, upon receipt in writing of a proper claim in the manner and form described in these regulations, acknowledge the receipt of such claim in writing to the claimant within thirty (30) days after the date of its receipt by carrier unless carrier shall have paid or declined such a claim in writing within thirty (30) days of the receipt thereof. Carrier shall indicate in its acknowledgment to the claimant what, if any, additional documentary evidence or other pertinent information may be required by it to further process the claim as its preliminary examination of the claim, as filed, may have revealed.
- (B) Carrier shall, at the time each claim is received, create a separate file and assign thereto a specific unique claim file number and note that number on all documents filed in support of the claim and all records and correspondence with respect to the claim, including the written acknowledgment of receipt and, if in its possession, the shipping order and delivery receipt, if any, covering the shipment involved at the time such claim is received, carrier shall cause the date of receipt to be recorded on the face of the claim document, and the date of receipt shall also appear in carrier's written acknowledgment of receipt to the claimant.
- (C) Claims in writing are required within nine (9) months from the date of delivery or, for lost goods, from the time when delivery should have been accomplished. A claim for loss, damage, injury or delay to cargo shall not be voluntarily paid by carrier unless filed in writing, as provided in subparagraph (D) of this Item with carrier within the specified time limits applicable thereto and as otherwise may be required by law, the terms of the bills of lading or other contract carriage, and all rules circular provisions applicable thereto. Claims for concealed damages must be submitted to carrier within fourteen days of delivery. Any suit to recover loss to damage or delay to cargo must be instituted no later than two years and one day after the claim is denied.
- (D) Minimum filing requirements. A communication in writing from a claimant, filed with carrier within the time limits specified in the bill of lading or contract of carriage or applicable contract between carrier and shipper and (1) containing facts sufficient to identify the shipment (or shipments) of property involved; (2) asserting liability for alleged loss, damage, injury or delay; and (3) making claims for the payment of a specified or determinable amount of money, shall be considered as sufficient compliance with the provisions for filing claims embraced in the bill of lading or contract of carriage or applicable contract between carrier and shipper. Any communication from the claimant that fails to meet these minimum filing requirements shall not constitute a valid claim.
- (E) Documents not constituting claims such as bad order reports, appraisal reports of damage, notations of shortages or damage, or both, on freight bills, delivery receipts, or other documents, or inspection reports issued by shipper or its inspection agency, whether the extent of loss or damage is indicated in dollars and cents or otherwise shall, standing alone, not be considered by carrier as sufficient to comply with the minimum claim filing requirements specified in subparagraph (D) above.

- (F) Claims filed for uncertain amounts. Whenever a claim is presented against carrier for an uncertain amount such as "\$100 more or less," carrier shall determine the condition of the shipment involved at the time of delivery by it, if it was delivered, and shall ascertain as nearly as possible the extent, if any, of the loss or damage for which it may be responsible. It shall not, however, voluntarily pay a claim under such circumstances unless and until a formal claim in writing for a specified or determinable amount of money shall have been filed in accordance with the provisions of subparagraph (D) above.
- (G) Each claim filed against carrier in the manner prescribed herein shall be promptly and thoroughly investigated if investigation has not already been made prior to receipt of the claim. The shipper or consignee in possession shall afford carrier five (5) days to inspect any damaged shipment prior to dispensation.
- (H) Supporting documents. When a necessary part of any investigation, each claim shall be supported by the original bill of lading, evidence of the freight charges, if any, and either the original invoice containing invoice value, a photographic copy of the claim to be true and correct with respect to the property and value invoiced in the claim; or certification of prices or values, with trade or other discounts, allowances or deductions of any nature whatsoever and the terms thereof, or depreciation reflected thereon; provided, however, that where the property shows on the bill of lading or where the invoice does not show price or value, or where the property involved has not been sold, or where the property has been transferred at bookkeeping values only, carrier shall, before voluntarily paying a claim thereon, require the claimant to establish the destination value in the quantity shipped, transported, or involved and certify the correctness thereof in writing or show an alternative applicable value arising by reason of alternatively applicable contract terms.
- (I) Verification of loss. A prerequisite to the voluntary payment by carrier of a claim for loss of an entire package or an entire shipments shall be the securing by it of a certified statement in writing from the consignee of the shipment involved that the property for which the claim is filed has not been received from any other source.
- (J) Carrier shall pay, decline, or make a firm compromise settlement offer in writing to the claimant within one hundred twenty (120) days after receipt of the claim by carrier; provided, however that if the claim cannot be processed and disposed of within 120 days, after expiration of each succeeding sixty (60) day period while the claim remains pending, carrier shall advise the claimant in writing of the status of the claim and the reason for delay in making final disposition thereof and it shall retain a copy of each advice to the claimant in its claim file thereon. Any communication from Carrier that does not agree to pay the claim in full as submitted by the claimant shall be deemed a denial of the claim as submitted.

ITEM 415**CLAIMS LOSS & DAMAGE – CLEAR DELIVERY**

When the Consignee receives a shipment without noting loss or damage, this is a clear delivery. When damage is claimed after a clear delivery, such is referred to as concealed damage. Concealed damage shifts the burden of proof to the party asserting the claim to show that the damage occurred while the freight was in the possession of the Carrier.

ITEM 420**CLAIMS LOSS & DAMAGE – SALVAGE**

- (A) Whenever property transported by carrier is damaged or alleged to be damaged and is, as a consequence thereof, not delivered or is rejected or refused upon tender thereof to the owner, consignee, or person entitled to receive such property, carrier, after giving due notice, wherever practicable to do so, to the owner and other parties that may have an interest therein, and unless advised to the contrary after giving such notice, shall undertake to sell or dispose of such property directly or by the employment of competent salvage agent. Carrier shall only dispose of the property in a manner that will fairly and equally protect the best interests of all persons having an interest thereon. Carrier shall make an itemized record sufficient to identify the property involved so as to be able to correlate it to the shipment or transportation involved, and claim, if any, filed thereon. Carrier shall also assign

to each lot of such property a successive lot number and note that lot number on its record of shipment and claim, if any claim is filled thereon.

- (B) Whenever disposition of salvage material of goods shall be made directly to an agent or employee of carrier or through a salvage agent or company in which carrier or one or more of its directors, officers, or managers has any interest, financial or otherwise, carrier's salvage records shall fully reflect the particulars of each such transaction or relationship, or both, as the case may be.
- (C) Upon receipt of a shipment on which salvage has been processed in the manner herein before prescribed, carrier shall record on its claim file thereon the lot number assigned, the amount of money recovered, if any, from the disposition of such property, and the date of transmittal of such money to the person or persons lawfully entitled to receive the same.
- (D) To the extent that the Shipper asserts that the goods should be destroyed, Carrier remains entitled to the salvage value the goods would have generated had the goods been salvaged instead of destroyed.

ITEM 435

ITEMS OF EXTRAORDINARY VALUE

Carrier does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. Carrier will not accept responsibility for safe delivery of such articles if they come into Carrier's possession with or without Carrier's knowledge. In the event that Carrier inadvertently accepts possession of such items, Carrier's liability for loss of or damage to such items will be limited to \$.60 per pound, per package unless customer has made alternative arrangements to obtain excess liability limitations.

ITEM 440

RELEASED VALUE DECLARATION

Unless otherwise agreed to in writing, Carrier's liability for loss, damage, or destruction of goods is limited to a maximum of (1) \$.60 per pound per package, or (2) \$100,000 per occurrence, or (3) the actual value of the goods or cost to repair or replace the goods, whichever is least. In the event weight is relevant to the determination, only the portion of the freight lost or damaged is to be considered in the calculations.

ITEM 445

FULL VALUE PROTECTION

If customer desires Carrier's limits of liability for loss, damage, or destruction of goods to be in excess of the released values described in Item 440, higher limits of liability are available as described in this item.

Additional Coverage: Additional coverage can be purchased at the rate of \$12 per \$1,000 of coverage with a minimum of \$5,000 and maximum of \$50,000. A \$300 deductible applies on any claim. Additional coverage must be determined prior to the start of any services so that proper materials can be made available on move day to secure/protect high valuable items. Such cost will be in addition to your estimate, above.

Customer must complete the following form in the Services Agreement, which will also be referenced in the Estimate and the Bill of Lading:

Liabilities and Claims: Subject to the terms of this Agreement and the limits described in the Estimate, WayForth will provide coverage for damages it does not repair or replace. In the event any items are damaged while being packed, transported, stored, or unpacked by us, WayForth will have the option of (i) repairing or

finding a suitable replacement for the item; or (ii) reimbursing Client for damages up to a basic coverage amount as set forth in the estimate form, subject to the following Coverage terms. Any items that are of high value items worth over \$100/pound, must be identified by the Client in writing, prior to WayForth providing any services so appropriate care can be taken by WayForth. WayForth is not responsible for jewelry, cash, firearms, prescription drugs, or for any items of high value not identified by Client, so those items must be packed prior to our arrival and removed by you. We will not pack/transport any high value items or any such items without inspection and proof of value in advance of the move. If damage occurs while boxes or property are in the possession or care of a third party, the liability for any damage will shift to that party. WayForth will not assume responsibility for any items that are packed by a third party or by the client. WayForth does not bear any responsibility for pre-existing damage, and does not accept responsibility for any damage to particle board furniture occurring during the move. We advise that additional coverage be secured from all parties involved in handling said merchandise. Hand-carried items should be removed/secured before any service begins.

Basic Coverage: The limits of liability for goods in the Company's storage and/or for transporting, handling, loading, unloading, packing, unpacking, crating, uncrating will be limited to the general liability of the company of \$.60 per LB, or \$50 per item, whichever is less, unless additional liability coverage is purchased. The Shipper/Customer's failure to select additional valuation coverage will default to basic coverage and will limit the company's liability for any property damage to general liability as defined above. We will not ship any "priceless" or "family heirlooms" or any such items without inspection and proof of value in advance of the move.

Additional Coverage: Additional coverage can be purchased at the rate of \$12 per \$1,000 of coverage with a minimum of \$5,000 and maximum of \$50,000. A \$300 deductible applies on any claim. Additional coverage must be determined prior to the start of any services so that proper materials can be made available on move day to secure/protect high valuable items. Such cost will be in addition to your estimate, above.

ITEM 460

PACKED BY OWNER (PBO)

A. Articles requiring packing, crating, wrapping, or servicing may be prepared for shipment by customer, or Carrier will perform this service at the request of and for the account of the customer pursuant to provisions, rates, and charges provided in this Tariff.

B. When performing his own packing (PBO), customer 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 loss or damages occurring to contents in "PBO" cartons, unless specific exterior damages are noted and inspection takes place with the carrier's representative at the time of delivery.

ITEM 465

SPECIAL, CONSEQUENTIAL AND PUNITIVE DAMAGES

Carrier shall not be liable for special, incidental, indirect or consequential damages including without limitation, lost profits or business opportunity, or punitive and exemplary damages incurred or suffered by the Shipper as a result of shortage, damage or delay. Additionally, Carrier shall not be liable for attorney's fees of the Shipper.

ITEM 470

ARBITRATION PROCEDURES

Carrier will provide Customers with information about its available arbitration program prior to the move via the following brochure:

If you would like to receive more information on the Dispute Settlement Program, you may write to AMSA at the address shown below and request a copy of the program rules and sample forms. For more information, visit Moving.org.



American Moving & Storage Association
2800 Eisenhower Avenue, Ste. 200
Alexandria, VA 22314
Phone: (703) 683-7410 | Fax: (703) 683-7524
Moving.org

AMSA Household Goods Dispute Settlement Program

Consumer Information for Resolving Disputed Claims on Interstate Household Goods Shipments

As Amended and Effective May 2013



Sponsored by the professional members of the American Moving & Storage Association
2800 Eisenhower Avenue, Ste. 200
Alexandria, VA 22314
Moving.org

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What is Arbitration?

Arbitration is a dispute resolution process through which a neutral arbitrator will resolve your dispute instead of a judge or jury in court.

The parties involved in the dispute agree to use a mutually accepted arbitrator to review their dispute and resolve it by rendering a decision or award that is binding on the parties. Like litigation, arbitration is an adjudicative process designed to resolve the specific issues that will be submitted by you and your mover. Arbitration differs from litigation, though, in that it does not require conformity with the legal rules of evidence and the proceeding is conducted in a private rather than a public forum.

Many parties choose to use arbitration for resolving their disputes to avoid the high costs of lawsuits. Often, a dispute can be arbitrated within a shorter time and at a lower cost than by going to court.

How does the AMSA Program Work?

The American Moving & Storage Association (AMSA) is a national trade association that represents carriers and agents in the household goods moving industry. AMSA sponsors a dispute settlement program so that its members can comply with the federal requirement of providing a fair and effective way to resolve disputes regarding articles in your shipment that you have claimed as lost or damaged during your move and/or whether you must pay additional charges that were billed to you by your mover after the delivery of your shipment.

The National Arbitration Forum (the Forum) administers our arbitration program. The Forum is an independent, non-governmental organization that is not affiliated with AMSA or with any household goods moving company. The Forum maintains a panel of independent and neutral arbitrators that include attorneys, law professors, and former state and federal judges to resolve disputes. The Forum charges an administrative fee to arbitrate your dispute. The administrative fee, which is divided between the parties (unless your mover agrees to pay your share of the fee), is paid to the Forum; AMSA does not receive any portion of the administrative fee. The parties to your proceeding will be you and your mover with the Forum acting as the neutral program administrator. Neither AMSA nor any of its employees takes any role in the arbitration proceeding or has any influence in the outcome of the arbitrator's decision. AMSA serves only as a clearinghouse to make sure that your mover properly addresses your initial request for arbitration as required by the federal statute.

The arbitrator's decision that you receive from the Forum will be kept confidential. Federal law (Section 14908, Subtitle IV, Title 49 United States Code) specifically prohibits an interstate carrier or its agent from disclosing information about your shipment without your permission, except in response to legal process issued under authority of a court of the United States or a state, or to an officer, employee or agent of the United States government. Therefore, AMSA respects your right to privacy in such matters and will keep the results of your arbitration case confidential.

When is Arbitration Appropriate?

Disputes eligible for arbitration are unresolved claims on interstate shipments of household goods for individual consumers that may occur as a result of: 1) loss or damage involving the articles contained in your shipment; or 2) additional charges that were billed to you by your mover after delivery of your shipment.

While most disputed claims for loss and damage are eligible for consideration under the mandatory arbitration provisions, only certain types of disputed charges are eligible. Disputes regarding charges that were collected by your mover when

your shipment was delivered are not subject to mandatory arbitration; however, disputes regarding additional charges that were billed to you by your mover after your shipment was delivered are eligible for consideration under the mandatory arbitration provisions. For example, if your mover bills you for an additional amount after your shipment has been delivered, the amount of the additional billing is subject to arbitration but not the amount that you already paid to your mover when your shipment was delivered.

If you and your mover cannot resolve your dispute, you may request that arbitration be used to resolve your claim. Before arbitration can begin, though, you must be sure that you have exhausted your remedies through the mover's regular claims process and that the mover has made its final offer to you. In accordance with governing federal law, your claim for loss or damage must be filed with your mover within nine months of delivery. The carrier must acknowledge your claim within 30 days of receipt and within 120 days must pay, deny, make a settlement offer or advise you of the status of the claim and the reason for any delay in disposition. Your claim regarding disputed charges must be filed within 180 days of receipt of the mover's invoice. Disputes involving other types of claims may be arbitrated under the program but only if both you and your mover agree to do so.

Congress provides requirements for dispute settlement programs in Section 14708 of Title 49, United States Code, under the authority of the U.S. Department of Transportation. These requirements are reflected in the program rules. You should carefully consider the legal effects of binding arbitration before you decide to use the program.

Arbitration under this program is optional and voluntary for you but may be mandatory for your mover. Your mover must agree to your request for arbitration of disputed claims of \$10,000 or less, if no settlement can be reached. If you request arbitration of a disputed claim over \$10,000, however, your claim will

be submitted to arbitration only if your mover agrees. Once both you and your mover have signed the official forms and submitted the dispute to the Forum for resolution, a neutral Forum arbitrator will render a final decision.

The arbitrator's decision is legally binding on both parties and can be enforced in any court having jurisdiction over the dispute. Under the rules of the program, there is a limited right to appeal the arbitrator's decision; however, courts will not usually revise findings of fact or law in a binding arbitration award.

What Can an Arbitrator Award?

The arbitrator may grant any remedy or relief they feel is just and appropriate within the scope of the program and within the rules of the program. In general, the amount of any award may not exceed your mover's liability under the bill of lading, or in the case of disputed charges, the total amount of disputed additional charges.

In reaching a decision, the arbitrator will consider the applicable laws and the provisions of your mover's tariff, as well as applicable practices of the moving industry. Under the rules of the program, the arbitrator only has jurisdiction to consider claims for loss or damage to the household goods transported; disputed additional transportation and service-related charges assessed by the mover in addition to those collected at delivery, or such other disputes arising out of the transportation of the household goods that are mutually agreed upon, in writing, by both you and your mover.

The arbitrator has no jurisdiction to consider any other claims, including, but not limited to: consequential or incidental damages, mental anguish, loss of wages, punitive damages, alleged fraud, and violations of law or any claim that cannot be arbitrated under law, such as allegations of criminal activity.

How Do I Request Arbitration?

You may request arbitration by using our website at Moving.org or by writing to the American Moving & Storage Association, Attention: Dispute Settlement Program, 2800 Eisenhower Avenue, Ste. 200, Alexandria, VA 22314. Your request to AMSA may also be sent by fax to (703) 683-7524. Your request should be sent to AMSA within 90 days after your mover has made its final written settlement offer or denial of your claim. Along with your name, address and telephone number, the following information should be included in your request for arbitration:

- The name of your mover and the identification number (if any) of the shipment
- The name your shipment moved under (if other than your own)
- The dates and locations where the shipment was picked up and delivered
- The dollar amount you are seeking to recover through arbitration, and
- A brief description of your dispute, including how you believe your claim could be resolved by your mover

Settlements are often achieved before the arbitration process begins. Therefore, DO NOT INCLUDE the administrative fee or detailed documents supporting your position with your initial request. Instead, AMSA will request this information from you later if your dispute cannot be settled and your case proceeds to arbitration with the Forum.

After AMSA receives your information, AMSA will promptly notify your mover of your request for arbitration and, if the dispute falls within the program guidelines and a settlement is not achieved, AMSA will forward to you the required forms and program rules. You will then have 30 days to complete the forms and return them to the Forum, along with your portion of the administrative fee. Then your mover submits its documentation and its portion of the administrative fee and the arbitration process begins. Arbitrators make most decisions within 30 days of receiving all the necessary forms and documents.

What Does Arbitration Cost?

The Administrative Fee charged by the Forum is based on the total amount of the claim in dispute. When the amount of the claim is \$10,000 or less, the fee is \$650, Consumer's Share \$300, Mover's Share \$350; Over \$10,000 up to \$20,000-\$700, Consumer's Share \$325, Mover's Share \$375; Over \$20,000 up to \$30,000-\$750, Consumer's Share \$350, Mover's Share \$400; Over \$30,000 up to \$40,000-\$800, Consumer's Share \$375.

Mover's Share \$425, Over \$40,000 up to \$50,000-\$850, Consumer's Share \$400, Mover's Share \$450; Over \$50,000-\$850 plus 1 percent of the amount over \$50,000, Consumer's Share \$400 plus 0.5 percent of the amount over \$50,000, Mover's Share \$450 plus 0.5 percent of the amount over \$50,000.

The arbitrator may apportion the fee as part of the final award by determining which party shall pay the cost or a portion of the cost of the arbitration proceeding, including the cost of initiating the arbitration process. In other words, the arbitrator may decide to refund all, a portion or none of your administrative fee, depending on the circumstances of your dispute.

Customers may request arbitration by writing to the American Moving and Storage Association (AMSA), to the contact listed in the pamphlet. The request must be sent to AMSA within 90 days after Carrier has made its final written settlement offer or denial of a Customer claim to the Customer. Requests must include: name, address and telephone number, as well as (i) Carrier's name; (ii) Name shipment moved under (if other than Customer's); (iii) dates and locations where the

shipment was picked up and delivered; (iv) dollar amount sought to recover through arbitration; and (v) a brief description of the dispute. AMSA will request additional information if dispute cannot be settled and the case proceeds to arbitration with the National Arbitration Forum (FORUM), pursuant to the Rules below. After AMSA receives Customer's information, AMSA will promptly notify Carrier of the request for arbitration and, if the dispute falls within the program guidelines and a settlement is not achieved, AMSA will forward to Customer the required forms and program rules. Customer will then have 30 days to complete the forms and return them to FORUM, along with his/her portion of the administrative fee, as set forth below in Rule 8.

HOUSEHOLD GOODS DISPUTE SETTLEMENT PROGRAM RULES

Rule 1. Definitions.

"Agent" - A local moving company that books long distance moves through a larger household goods Carrier or van line. An Agent company usually performs the packing, storage and other local moving services that are required as part of an interstate shipment of household goods.

"Bill of Lading" - The contract between a Shipper and a Carrier that lists the dates, services and charges for a move and receipt for the articles tendered by a shipper to a mover.

"Binding Arbitration" - A streamlined legal procedure used to resolve disputes where the parties to the dispute agree to abide by the decision of an independent neutral third party.

"Calendar Days" - All days, including Saturdays, Sundays, and local and federal holidays, except when they fall on the last day of a time period.

"Carrier" - The household goods mover or van line under whose interstate authority the move was conducted.

"Claim" - A Claim for loss or damage to household goods transported under a moving contract (Bill of Lading), or a dispute regarding the amount of charges assessed by the Carrier in addition to those collected at delivery for transportation and services related to household goods under a moving contract, subject to the Carrier's tariff and the rules of this program.

"Filed" - A submission is considered Filed on the date that FORUM receives all fees and the complete Submission, which includes one (1) copy of all supporting items that are readily duplicated, such as the Submission to Arbitration form, the Claimant Questionnaire forms, inventory sheets from the move, purchase receipts, catalog pages, etc., and three (3) copies of supporting items that are not readily duplicated, such as photographs, DVD's, videos, etc., that the parties may wish to have considered by the arbitrator. When FORUM receives a fee or any portion of a Submission after a deadline, the Submission is considered late and a Late Fee will be assessed to the late party, unless an extension was previously requested and granted.

"Notice" - A written Notice or other written communication to the National Arbitration Forum (FORUM), the American Moving and Storage Association (AMSA) or to the parties to a dispute.

"Shipper" - A party to a moving contract (Bill of Lading) with a Carrier who has rights under the contract.

"Submission" - All documents, writings, data compilations, tape recordings, electronic recordings or video recordings, including the Submission to Arbitration form and Claimant Questionnaire forms provided by a party to the FORUM in support of a Claim or in defense to a Claim.

"Working Days" - All calendar days, except Saturdays, Sundays, and federal holidays.

Rule 2. Program Information. A Carrier participating in the program will provide information regarding the availability of the arbitration program to persons for whom it is performing household goods transportation services before the shipment is tendered to the Carrier for transportation. This information will include a concise, easy-to-read, accurate summary of procedures and costs involved, as well as disclosure of the legal effects of the election to use the program.

Rule 3. Limitation of Applicability. These rules apply to Claims resulting from interstate household goods shipments that have been arranged and paid for by an individual householder (also referred to as a collect-on-delivery shipment). Claim disputes involving shipments of goods arranged and paid for by a party other than the individual householder (the Shipper's employer, for example) may be arbitrated under these rules, but only when both the Carrier and the second party agree to arbitrate under these procedures. Other types of claims resulting from household goods shipments may also be arbitrated under these rules when both the Carrier and the Shipper agree to arbitrate under these procedures.

Rule 4. Submission of Dispute to Arbitration: Optional or Mandatory. If a Shipper requests arbitration of a disputed Claim over \$10,000, the disputed Claim will be submitted to arbitration only if both the Shipper and the Carrier consent to Binding Arbitration. If the Shipper requests arbitration on a disputed Claim of \$10,000 or less, the disputed Claim must be submitted to Binding Arbitration by the Carrier, if no settlement can be reached.

Rule 5. Arbitration Administrator. When both parties agree to arbitrate and sign the Submission to Arbitration form, they appoint FORUM as the administrator of the arbitration. The authority and duties of FORUM are prescribed in the AMSA Household Goods Dispute Settlement Program Rules that govern the arbitration. Where the AMSA rules are silent, as in the alternate oral procedure, the FORUM Code of Procedure will apply.

Rule 6. Requesting Arbitration. The Shipper may request arbitration after the Claims adjusting process has been completed and the Carrier has denied a Claim or made an offer of settlement that the Shipper rejects. Unless waived by the Carrier, the request for arbitration shall be Filed with the AMSA within ninety (90) Calendar Days after the Carrier has made the final offer or denial of the Claim in writing to the Shipper.

The Shipper may request arbitration of a disputed Claim by sending written Notice to AMSA setting forth the following information: Shipper's name, present address and telephone number; the name the shipment moved under; the Carrier's name and identification number of the shipment; any assigned loss and damage Claim number; dates and location of pickup and delivery; the monetary value of the Claim involved, and a description of the dispute.

Rule 7. Notification and Response by Carrier to Shipper's Request. AMSA shall promptly send Notice of the Shipper's request for arbitration to the Carrier. Within fifteen (15) Working Days after receipt of the Notice, the Carrier will respond to AMSA in writing, advising AMSA of the action it wishes to take in response to the Shipper's request.

If the Claim that the dispute is based upon is valued at \$10,000 or less, the Carrier will either provide Notice to AMSA that the Claim has been resolved or will duly authorize AMSA to issue arbitration forms to the Shipper. If the Claim that the dispute is based on is valued at over \$10,000, the Carrier may either authorize AMSA to issue arbitration forms to the Shipper or decline to arbitrate the dispute. If declining to arbitrate the dispute, the Carrier shall write directly to the Shipper within the fifteen (15) Working Day time period, and provide a copy of that response to AMSA.

Rule 8. Administrative Fees for Initiation of Proceedings; Apportionment. The amount of FORUM's Administrative Fee is based on the amount of the Shipper's Claim that is in dispute.

The Fee Schedule is as follows:

Amount of Disputed Claim	Total Administrative Fee	Claimant's (Shipper's) Share of Administrative Fee	Carrier's Share of Administrative Fee
\$10,000 or less	\$650	\$300	\$350
Over \$10,000 up to \$20,000	\$700	\$325	\$375
Over \$20,000 up to \$30,000	\$750	\$350	\$400
Over \$30,000 up to \$40,000	\$800	\$375	\$425
Over \$40,000 up to \$50,000	\$850	\$400	\$450
Over \$50,000	\$850 plus 1% of the amount over \$50,000	\$400 plus one-half of 1% of the amount over \$50,000	\$450 plus one-half of 1% of the amount over \$50,000

For example, if the amount of the dispute is \$7500, the applicable Administrative Fee would be \$650. This fee would be shared between the parties with the Carrier paying \$350 and the Shipper paying \$300. If the Claim in dispute is higher, \$75,000 for example, a \$850 fee would apply plus 1% of the amount over \$50,000. In this example, the fee to be shared by the parties would be \$1100 (\$850 plus 1% of \$25,000); the fee for the Carrier would be \$575 and the fee for the Shipper would be \$525.

The arbitrator may apportion the Fee as part of the final decision by determining which party shall pay the cost or a portion of the cost of the arbitration proceeding, including the cost of initiating the arbitration process.

Rule 9. Initiation of Arbitration Procedures. Within thirty (30) Calendar Days after the date of the AMSA transmittal letter, the Shipper may initiate arbitration by completing and signing the Submission to Arbitration form and the Claimant Questionnaire forms received from AMSA and Filing them with FORUM, together with one (1) copy of all supporting items that are readily duplicated, such as the Submission to Arbitration form, the Claimant Questionnaire forms, inventory sheets from the move, purchase receipts, catalog pages, etc., and three (3) copies of supporting items that are not readily duplicated, such as photographs, DVD's, videos, etc., that the Shipper may wish to have considered by the arbitrator, and the Shipper's portion of the Administrative Fee for initiating the arbitration proceeding.

Rule 10. Oral Hearing; Additional Fee. Arbitration will proceed under the Oral Hearing procedures only when both parties agree.

Either party may request an Oral Hearing by Filing with FORUM a Request for Oral Hearing form. A request for an Oral Hearing must be Filed with FORUM not later than ten (10) Calendar Days after the date of the Filing of the Carrier's Submission.

FORUM will promptly send Notice of the request for an Oral Hearing to the responding party. Within fifteen (15) Calendar Days after receipt of the Notice, the responding party will respond to FORUM in

writing, advising FORUM whether it agrees to an Oral Hearing. After both parties have consented to an Oral Hearing and paid the Oral Hearing Fee, FORUM will appoint an arbitrator from its panel pursuant to Rule 14. Upon acceptance of the arbitrator, FORUM will provide each party with a list of dates, times, and locations for the Oral Hearing. Each party shall notify FORUM in writing, within fifteen (15) Calendar Days after receipt of the list indicating its preference for the identified dates, times and locations.

If both parties do not agree to an Oral Hearing, the arbitration will proceed on the documents alone, pursuant to Rule 16.

The Administrative Fee, that is in addition to the initial Filing Fee, for each party for an Oral Hearing shall be as follows:

Claim Amount	Administrative Fee Per Session
\$10,000 or less	\$300
Over \$10,000 up to \$50,000	\$400
Over \$50,000 up to \$100,000	\$500
Over \$100,000	\$650

A sixty (60) minute session is scheduled for cases in which the amount in controversy is \$10,000 or less. A one hundred twenty (120) minute session is scheduled for cases in which the amount in controversy is over \$10,000 and up to \$50,000. A one hundred eighty (180) minute session is scheduled for cases in which the amount in controversy is more than \$50,000.

Rule 11. Notification of Shipper - Initiation of Arbitration Procedures. FORUM shall immediately notify the Carrier of the Shipper's Submission of the dispute to arbitration by sending one (1) copy of the Submission (including one copy of the signed Submission to Arbitration form) to the Carrier, along with an invoice for the Carrier's portion of the Administrative Fee for initiating the arbitration proceeding.

Rule 12. Submission by Carrier of Relevant Documents. Within thirty (30) Calendar Days after the date of FORUM's Notice to the Carrier of the Shipper's Submission of the dispute to arbitration, the Carrier shall sign the Submission to Arbitration form and File it with FORUM along with the Carrier's portion of the Administrative Fee to initiate the arbitration proceeding, one (1) copy of all supporting items that are readily duplicated, such as the Carrier's statement responding to the Shipper's contentions, letters, moving documents, etc., and three (3) copies of supporting items that are not readily duplicated, such as photographs, DVD's, videos, etc. The Carrier shall place the FORUM case number on the first page of each document. Upon Filing, FORUM shall immediately forward one (1) copy of the Carrier's materials to the Shipper.

Rule 13. Supplemental Filings. Within thirty (30) Calendar Days after the date of FORUM's Notice to the Shipper of the Carrier's Submission, the Shipper may File a Supplemental Submission in response to the Carrier's Submission. One (1) copy of all supporting items that are readily duplicated, such as the Shipper's statement responding to the Carrier's contentions, letters, moving documents, etc., and three (3) copies of supporting items that are not readily duplicated, such as photographs, DVD's, videos, etc., must be Filed with FORUM. Upon the Filing of a Supplemental Submission from the Shipper, FORUM shall provide the Carrier with a copy of the Shipper's Supplemental Submission. The Carrier will, in turn, have thirty (30) Calendar Days after the date of FORUM's Notice to the Carrier of the Filing of the Shipper's Supplemental Submission to File with FORUM a Supplemental Submission in response to the Shipper's Supplemental Submission. Upon Filing by the Carrier, FORUM will provide a copy of the Carrier's Supplemental Submission to the Shipper. The parties shall place the FORUM case number on the first page of each document.

Supplemental Submissions are not required. Supplemental Submissions may be used to provide additional facts or information about the case if either party so chooses. In the interest of obtaining a prompt resolution of a dispute, Supplemental Submissions are limited to one (1) Supplemental Submission from each party, except as provided in Rule 19. Failure of either party to make a reply within the thirty (30) Calendar Day time period is deemed to be a waiver of its right to reply.

When all Submissions, statements, Supplemental Submissions and replies, if any, have been Filed with FORUM, they will be transmitted to the arbitrator as provided in Rule 14.

Rule 14. Appointment of Neutral Arbitrator. Immediately after the receipt of the Submission materials from both parties, FORUM shall appoint an arbitrator from its panel. A party may remove one (1) arbitrator by Filing a Notice of Removal with FORUM within fifteen (15) Calendar Days after the date of the Notice of Appointment of the arbitrator has been provided to the parties. A party may request disqualification of any other arbitrator as provided in Rule 27.

Upon acceptance of the arbitrator, FORUM shall forward the case file to the arbitrator for prompt decision, and shall notify the parties that the case file has been forwarded to the arbitrator.

Rule 15. No Direct Communication With Arbitrator. There shall be no direct communication between any party to the dispute and an arbitrator. Oral or written communications from any party intended for an arbitrator shall be directed to FORUM for transmittal to the arbitrator.

Rule 16. Arbitration Procedures. The majority of cases heard by FORUM follow a standard procedure with a decision by the arbitrator based on the presentation of written documents and facts to the arbitrator.

Oral Hearings are available as an option but they are not mandatory; neither party is required to participate in an oral hearing. Oral Hearings require the consent of both parties and the payment of an additional fee as prescribed in Rule 10.

If the parties do not agree to an Oral Hearing, the arbitration will proceed on the documents alone.

Rule 17. Time of Decision. The decision shall be rendered promptly by the arbitrator no later than thirty (30) Calendar Days after receipt of the FORUM case file notifying the arbitrator of the dispute, or in the event of an Oral Hearing, within thirty (30) Calendar Days after the arbitrator declares the proceeding closed. If the decision cannot be rendered within thirty (30) Calendar Days of written notification of the dispute, the arbitrator may reasonably extend the time period in order to obtain additional information required to resolve the dispute.

Rule 18. Extensions of Time. The parties may modify any period of time established by these rules by mutual agreement, with the exception of the time required to issue a decision. Further, AMSA or FORUM may for good cause extend time periods, except for the time required for issuing a decision, and FORUM shall notify the parties, in writing, of any such extension.

A single party may request an extension with FORUM before the time period ends. A request filed after the time period has ended will not be considered unless extraordinary circumstances exist which must be asserted in the request. A party may obtain one (1) extension for up to thirty (30) days without cost. One additional 30 day extension request may be Filed with FORUM before the first extension expires and must include a \$50 Extension Request Fee.

Rule 19. Scope of Decision; Jurisdiction of the Arbitrator. The arbitrator shall determine with finality the merits of the controversy. The amount of the Award may not exceed the Carrier's liability under its Bill of Lading, or in the case of disputed charges, the total amount of the disputed additional charges.

The decision shall be governed by applicable laws, DOT approved regulations, provisions of the Carrier's tariff and applicable practices of the moving industry. Where possible, the final decision will be itemized if more than one issue or item is adjudicated.

The arbitrator has jurisdiction to consider only Claims for loss or damage to the household goods transported and to determine whether Carrier charges, in addition to those collected at delivery, must be paid by the Shipper for transportation and services related to the transportation of household goods. Any other Claims can be considered only upon written agreement by both the Shipper and the Carrier.

The arbitrator has no jurisdiction to consider any other Claims, including, but not limited to: consequential or incidental damages, mental anguish, loss of wages, punitive damages, alleged fraud, violations of law or any Claim which is not subject to arbitration under law.

The arbitrator may request the parties, through FORUM, to supply any additional facts or materials that, in the opinion of the arbitrator, will be helpful in determining the case. Documents submitted in response to an arbitrator's request shall be Filed no later than twenty (20) Calendar Days after the date of the request.

Rule 20. Submission of Supporting Documents. In order to obtain a prompt resolution of a dispute, it is essential that all documents be submitted to FORUM within the time periods prescribed herein.

If a party wishes to File a late Submission, the party must forward the Submission to FORUM within ten (10) Calendar Days of the Submission due date and include the Late Fee of \$100.00. FORUM will not accept a late Submission unless the Late Fee is timely paid. Late Submissions will not be accepted after the ten (10) Calendar Day deadline.

Rule 21. Delivery of Decision to Parties. Upon receipt of the arbitrator's decision, FORUM shall forward a copy of the decision to the parties with a copy to AMSA.

Parties shall accept as legal delivery of all documents, including the decision, the placing of such documents or decision or a true copy thereof in the mail by FORUM, addressed to such party at its last known address or to the duly designated agent of each party, or personal service of the decision, or the Filing of the decision in any manner which may be prescribed by law.

Rule 22. Satisfaction of Award or Order of the Arbitrator. Unless otherwise stipulated by the arbitrator and subject to the provisions of Rules 24 and 25, the standard performance period for the payment of any Award contained in a decision or Order of the Arbitrator shall be forty-five (45) Calendar Days from the date of the Award or Order. Or in the case of either party invoking Rule 25, Reconsideration of Awards or Orders, the standard performance period for the payment of any final Award or final Order of the Arbitrator shall be forty-five (45) Calendar Days from the date of the final Award or Order.

Rule 23. Withdrawal and Settlement of Claim. The parties may settle the Claim by mutual agreement at any time prior to the issuance of a decision. In the event of such a settlement, the Carrier shall File a written Notice of Settlement, signed by all parties, with FORUM.

A Shipper may withdraw a Claim after it has been Filed with FORUM and before the Carrier is notified of the arbitration by Filing a Notice of Withdrawal with FORUM. A Shipper may withdraw a Claim before the Carrier Files a response with FORUM by notifying all parties in writing and filing a Notice of Withdrawal with FORUM. In such instances, a partial refund of the Shipper's portion of the Administrative Fee shall be at the discretion of FORUM; the Carrier's portion of the Administrative Fee, if already paid to FORUM, shall be refunded. The Shipper may File a request with FORUM for a partial refund of an Administrative Fee within thirty (30) Calendar Days of the date of the Notice of Arbitration Claim Withdrawal provided by FORUM to the parties.

After FORUM has received Submissions from both parties, the Shipper may not withdraw a Claim without the permission of FORUM or of an arbitrator if an arbitrator has been appointed. Any refund of the Administrative Fee for cases that are dismissed after FORUM has received Submissions from both parties is at the discretion of FORUM. The parties may File

a request with FORUM for a partial refund of an Administrative Fee within thirty (30) Calendar Days of the date of Notice of the Dismissal provided by FORUM to the parties.

Rule 24. Correction of Awards or Orders. FORUM may correct clerical or administrative mistakes or errors arising from oversight or omission in the administration of cases or in the issuance of an Order or Award. This correction may be made at the request of a party or on the initiative of the FORUM or the Arbitrator. No fee is required for this request.

Rule 25. Reconsideration of Awards or Orders. Within twenty (20) Calendar Days after the date of the Award or Order, a party may request a reconsideration of the Award or Order. The requesting party shall File the request with FORUM and pay an additional fee of \$200 to FORUM. A party cannot make a second request. FORUM shall immediately notify the responding party of the request for reconsideration by sending one (1) copy of the request to the responding party. The responding party has twenty (20) Calendar Days after the date of FORUM's Notice to the responding party of the request for reconsideration to File a response with the FORUM.

The arbitrator may reconsider an award or order if:

- 1) The Award or Order is not final;
- 2) The Award or Order is ambiguous or contains evident material mistakes;
- 3) The arbitrator did not decide a submitted issue; or
- 4) The arbitrator decided an issue not agreed to be submitted to arbitration by both parties.

Rule 26. Interpretation and Application of Rules. The arbitrator shall interpret and apply the rules insofar as they relate to the powers and duties of the arbitrator.

Rule 27. Disqualification of Neutral Arbitrator. A party may disqualify an arbitrator if circumstances exist that create a conflict of interest or cause the arbitrator to be unfair or biased, including but not limited to the following:

- 1) The arbitrator has a personal bias or prejudice concerning a party, or personal knowledge of disputed evidentiary facts;
- 2) The arbitrator has served as an attorney to any party, the arbitrator has been associated with an attorney who has represented a party during that association, or the arbitrator or an associated attorney is a material witness concerning the matter before the arbitrator;
- 3) The arbitrator, individually or as a fiduciary, or the arbitrator's spouse or minor child residing in the arbitrator's household, has a direct financial interest in a matter before the arbitrator;
- 4) The arbitrator or the arbitrator's spouse, or a person within the third degree of relationship to either of them, or the spouse of such a person:
 - a. is a party to the proceeding, or an officer, director or trustee of a party; or
 - b. is acting as a lawyer or representative in the proceeding.

An arbitrator shall disclose to FORUM the circumstances that create a conflict of interest or cause an arbitrator to be unfair or biased. FORUM shall disqualify an arbitrator or shall inform the parties of information disclosed by the arbitrator if the arbitrator is not disqualified.

A party may request the disqualification of an arbitrator by Filing with FORUM, and providing Notice to the other party, a written request stating the circumstances and specific reasons for the disqualification.

A request to disqualify an arbitrator must be Filed with FORUM within fifteen (15) Calendar Days after the date of the Notice of Arbitrator Appointment.

FORUM shall promptly review the request and shall disqualify the arbitrator if there exist circumstances requiring disqualification in accord with this Rule or other circumstances creating bias or the appearance of bias. If an arbitrator is disqualified or becomes unable to arbitrate before the issuance of a decision, FORUM shall select a new arbitrator.

TIMELINE FOR ARBITRATION PROCEDURES

1. Prior to shipment, the Carrier will provide the Shipper with information about the availability of arbitration procedures for disputes.
2. If a dispute remains on a Claim after the claims adjusting process has been completed with the Carrier, the Shipper may request arbitration by sending a Notice to AMSA describing the dispute, including how the Claim could be resolved by the Carrier. The request must be sent within ninety (90) Calendar Days of the Carrier's final written offer or denial of the claim to the Shipper.
3. AMSA sends Notice of the Shipper's request to the Carrier who must respond to AMSA within fifteen (15) Working Days advising AMSA of the action it wishes to take in response to the Shipper's request. If the Carrier agrees to submit the disputed Claim to arbitration, or is required to do so pursuant to the statutory criteria and the program rules, AMSA forwards the rules and the necessary forms to the Shipper.
4. Within thirty (30) Calendar Days after the date of the AMSA transmittal letter, the Shipper may initiate arbitration by completing and returning the required forms and other supporting documentation, to FORUM along with the applicable Administrative Fee (see Rule 8), unless the Carrier agrees to pay all or a portion of the Shipper's share of the fee.
5. FORUM then sends one (1) copy of the Shipper's Submission to the Carrier. The Carrier has thirty (30) Calendar Days after the date of FORUM's Notice of the Shipper's Submission to File its Submission in response to the Shipper's Submission, its Submission to Arbitration form and its portion of the Administrative Fee with FORUM.
6. After receipt of the Carrier's Submission, FORUM forwards one (1) copy of the Carrier's Submission to the Shipper.
7. Within thirty (30) Calendar Days after the date of FORUM's Notice of the Carrier's response, the Shipper may File a Supplemental Submission in response to the Carrier's Submission. Upon receipt of a Supplemental Submission from the Shipper, FORUM shall provide the Carrier with a copy of the Shipper's Supplemental Submission. The Carrier will, in turn, have thirty (30) Calendar Days after the date of FORUM's Notice of the Shipper's Supplemental Submission to File a Supplemental Submission with FORUM. Upon the Filing of the Supplemental Submission by the Carrier, FORUM will provide a copy of the Carrier's Supplemental Submission to the Shipper.
8. FORUM provides Notice to the parties of the appointment of a neutral arbitrator. The arbitrator decides the issues submitted to arbitration within thirty (30) Calendar Days after receipt of the case file under the standard procedure described in Rule 16 or within thirty (30) Calendar Days after the arbitrator declares the proceeding closed under the Oral Hearing procedures. If the arbitrator cannot render a decision within thirty (30) Calendar Days after receipt of the case file, the arbitrator may reasonably extend the time period in order to obtain additional information required to resolve the dispute in accord with Rule 19.
9. Following the decision by the arbitrator, FORUM then forwards a copy of the decision to the parties.

ITEM 475**REPAIR OR REPLACE**

Carrier, at its option, may repair or replace damaged goods.

SECTION 5 – FREIGHT CHARGES

ITEM 500

COLLECTION AND PAYMENT OF CHARGES

Except as otherwise provided in this rule, transportation charges will be collected by carrier at the time shipments are delivered. Upon taking precautions deemed by carrier to be sufficient to assure payment of charges within the credit period herein specified, carrier shall make delivery of freight in advance of the payment of charges thereon and will extend credit in the amount of such charges to those who undertake to pay them **net thirty (30) days from date of the invoice** or as otherwise agreed to with customer in writing from the presentation of the freight bill.

ITEM 530

INVOICES

Carrier shall submit an invoice to the specified party in accordance with the requirements of Federal regulations governing regulated transportation. Carrier will retain delivery receipts and proofs of delivery which will be provided upon specific request in accordance with the provisions of this Tariff.

ITEM 540

JURISDICTION AND VENUE OF COLLECTION SUIT

All action or proceedings instituted by Carrier for the collection of freight charges owed by the customer who has failed to pay such charges within 30 days of presentation of the freight bill, where the Carrier initiates a lawsuit, such suit shall be brought in a state or federal court of competent jurisdiction embracing Richmond, Virginia, or where the debtor resides (at the option of Carrier). The parties will not raise, and hereby waive, any defenses based on the venue, personal jurisdiction, inconvenience of forum, or sufficiency of service of process related to the place of bringing of the action.

ITEM 560

PAYMENT WITHOUT OFFSET

Customer shall pay all freight charges when due without offset for any cause, including but not limited to, cargo claims. All claims for loss or damage shall be governed by this Tariff and shipper, consignor, or consignee shall not deprive Carrier of the claims process by unilateral deduction of claims from payment of freight charges due.