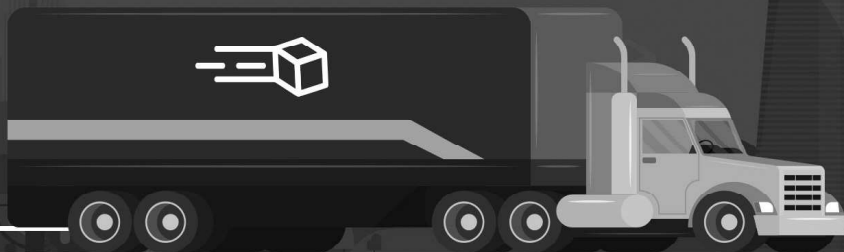




# Interstate Household Goods Tariff

## Royal Moving and Storage



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## Household Goods Transportation Tariff

### Check Sheet for Tariff Pages and Supplements Dual Published Tariff

All of the pages contained in this tariff are listed consecutively by page number and revision number. The pages of the tariff and the supplements to the tariff listed on this page, bear issued dates that are the same as, or prior to, the issued date of this page. An "O" in the revision column indicates an Original Page. An "R" in the revision column indicates that the page has been revised. The "TP" in the Page column indicates the tariff Title Page. The "\*" indicates issued on this date.

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6	0	21	0	36	0		
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9	0	24	0	39	0		
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#### EFFECTIVE SUPPLEMENTS

PAGE NAME	DESCRIPTION	REVISION
AS	Accessorial & Post contract Services	0
BA	Bulky Article Price List	0
BLF	Bill of Lading Face	0
BLT	Bill of Lading Terms	0
PS	Packing Materials & Services	0

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## Section 1 – Rules & Procedures

### Item 1 – Application of Tariff

This tariff applies for the transportation of household goods shipments by the request of a consignor (“shipper”) between points in the contiguous United States by Royal Moving and Storage and its agents (“carrier”).

As used in this tariff, the phrases, “consignor”, “shipper” and “customer”, all have the same meaning.

This tariff contains the governing rules and regulations, an explanation of the transportation charges, an explanation and rate of the additional services that may apply, and the discounts and transportation charges that apply between the points in the contiguous United States.

The rates listed in this tariff include one pickup at point of origin and one delivery at point of destination.

The carrier is authorized under this tariff to provide services based on either binding OR non-binding estimates. The transportation charges may be based on either the weight in pounds of a shipment, or the volume in cubic feet of the space occupied by a shipment. Cubic feet-based estimates will be provided by the application of a Binding Estimate only.

The shipping documents used by the carrier are made a legal part of this tariff. The terms and conditions as indicated on the Bills of Lading, Orders for Service, and all other shipping documents used by the carrier are applicable to this tariff and are incorporated by reference.

The Carrier is authorized to provide services to moves ordered through a licensed broker as indicated in the terms of a signed agreement between the broker and the carrier. The broker shall adopt the carrier’s tariff rates as indicated herein and apply the carrier’s rates to all estimates assigned to the carrier.

### Item 2 – Bill of Lading and Rates

Unless otherwise provided in this tariff, when property is transported subject to the provisions of this tariff, or as amended, the use of the carrier’s Interstate Household Goods Bill of Lading as described herein is required.

- a. 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, or in connection with such prior bill of lading, shall be considered a 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 made without a special notation thereon by the agent of the carrier shall be without effect and the bill of lading shall be enforceable according to its original tenor.

- b. The rates and charges shown herein are rates conditioned upon the use of the carrier’s Interstate Household Goods Bill of Lading. Consignor at their option may elect not to accept the terms and conditions of the carrier’s Interstate Household Goods Bill of Lading and in lieu thereof to cancel their move with the carrier.

When consignor elects not to accept any or parts of the terms and conditions of the bill of lading, they must give notice to the carrier of such election prior to the loading of their shipment at origin. The carrier must indicate the receipt of such notice and the cancellation of the requested services by writing thereon a clause signed by both the carrier and the customer reading:

“Customer is refusing to accept the terms and conditions of the Interstate Household Goods Bill of Lading and is electing to cancel their move.”

- c. All rates and charges herein are dependent upon the shipment being released in accordance with the provisions of item 3 of this tariff.

## Section 1 – Rules & Procedures

### Item 3 – Released & Declared Shipment Value (Valuation)

The carrier's maximum liability shall be either:

1. The lump sum value declared by the shipper, which may not be less than \$6,000.00 or \$6.00 per pound multiplied by the actual weight of a non-binding estimate, whichever is greater, or
2. The actual loss or damage not exceeding sixty (60) cents per pound of the weight of any lost or damaged article when the shipper has released the shipment to carrier, in writing, with liability limited to sixty (60) cents per pound per article.

Unless the shipper expressly releases the shipment to a value not exceeding 60 cents 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 not less than \$6.00 for each pound of weight in the shipment, whichever is greater.

As used in this tariff, the phrases, "released value", "declared value", and "value declared by the shipper" shall have the same meaning.

Carrier's maximum liability and the valuation charges specified herein for the assumption of liability shall be subject to election by the shipper, prior to loading, of an appropriate maximum valuation amount and either deductible Options "A", "B", or "C. Shipper may declare or release the shipment to a higher maximum valuation amount, subject to one of the amounts shown in the table herein. To avoid these additional charges, shipper must waive the Full Value Protection option and agree that if articles are lost or damaged, carrier liability will not exceed 60¢ per pound for the actual weight of any lost or damaged article or articles in the shipment

OPTION A – NO DEDUCTIBLE: Under Option A, the carrier assumes responsibility for the declared or released maximum valuation amount.

OPTION B – \$500.00: Under Option B, in consideration of a reduction in the valuation charge, the shipper assumes responsibility for the first \$500.00 of any claim, except as otherwise provided for in paragraph (i).

OPTION C – \$1000.00: Under Option C, in consideration of a reduction in the valuation charge, the shipper assumes responsibility for the first \$1000.00 of any claim, except as otherwise provided for in paragraph (i).

OPTION D – \$1500.00: Under Option D, in consideration of a reduction in the valuation charge, the shipper assumes responsibility for the first \$1500.00 of any claim, except as otherwise provided for in paragraph (i).

OPTION E – \$2000.00: Under Option E, in consideration of a reduction in the valuation charge, the shipper assumes responsibility for the first \$2000.00 of any claim, except as otherwise provided for in paragraph (i).

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**Household Goods Transportation Tariff**

**Section 1 – Rules & Procedures**

**Item 3 (CONT) – Released & Declared Shipment Value (Valuation)**

<b>DECLARED VALUE &amp; VALUATION CHARGE Per every \$1,000.00 of Declared Value</b>					
If \$6.00 Times The Weight of The Shipment or The Lump Sum Amount Declared Is:	Option A: The Valuation Charge for Carrier Liability with No Deductible Is:	Option B: The Valuation Charge for Carrier Liability with \$500.00 Deductible Is:	Option C: The Valuation Charge for Carrier Liability with \$1000.00 Deductible Is:	Option D: The Valuation Charge for Carrier Liability with \$1500.00 Deductible Is:	Option E: The Valuation Charge for Carrier Liability with \$2000.00 Deductible Is:
\$0 To 6,000	\$75.00	\$68.50	\$56.00	\$50.00	\$44.00
\$6,001 To 25,000	\$75.00	\$68.50	\$56.00	\$50.00	\$44.00
\$25,001 To 50,000	\$75.00	\$68.50	\$56.00	\$50.00	\$44.00
\$50,001 To 75,000	\$75.00	\$68.50	\$56.00	\$50.00	\$44.00
\$75,001 To 1,00,000	\$75.00	\$68.50	\$56.00	\$50.00	\$44.00
\$1,00,001 and up	\$75.00	\$68.50	\$56.00	\$50.00	\$44.00

NOTE 1: The minimum per pound valuation and the valuation charges contained in the foregoing table shall be adjusted annually to reflect the percentage change in the US Department of Labor Consumer Price Index, Household Goods Furnishings Index, as authorized by the surface Transportation Board in Amendment No. 5 to Released Rates Order No. RR-999, decided January 10, 2012.

NOTE 2: The prices as indicated in the table above shall be computed per every \$1,000.00 of declared value and subject to the deductible levels as shown in this table.

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Household Goods Transportation Tariff

Section 1 – Rules & Procedures

Item 3 (CONT) – Released & Declared Shipment Value (Valuation)

a. The released value must be entered on the Bill of Lading, in the following form and may be completed only by the person signing it:

**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**

**OPTION 1 – 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 declare a higher value for your shipment than these default amounts, you must indicate that value here. Declaring a higher value may increase the valuation charge in your cost estimate.**

The Total Value of my shipment is:

\$ \_\_\_\_\_ (to be provided by the customer)

Dollar Estimate of the cost of your move at Full (Replacement) Value Protection:

\$ \_\_\_\_\_ (to be provided by carrier)

Dollar Estimate of the cost of your move with \$ \_\_\_\_\_ Deductible: \$ \_\_\_\_\_ (to be provided by carrier)

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

(Item 3 CONT Next Page)

Household Goods Transportation Tariff

Section 1 – Rules & Procedures

Item 3 (CONT) – Released & Declared Shipment Value (Valuation)

----- OR -----

**Option 2 – WAIVER of Full (Replacement) Value Protection.** This lower level of protection is provided at no additional cost beyond the base rate; however, it provides only minimal protection that is considerably less than the average value of household goods. Under this option, a claim for any article that may be lost, destroyed or damaged while in your mover’s custody will be settled based on the weight of the individual article multiplied by 60 cents. For example, the settlement for an audio component valued at \$1000 that weighs 10 pounds would be \$6.00 (10 pounds times 60¢).

Dollar Estimate of the cost of your move under the 60-cents option: \$\_\_\_\_\_. (to be provided by carrier)

**COMPLETE THIS PART ONLY if you wish to WAIVE the Full (Replacement) Level of Protection included in the higher cost estimate provided (above) (on the prior page) for your shipment and instead select the LOWER Released Value of 60 Cents Per Pound Per Article; to do so you must initial and sign on the lines below –**

**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 the Full (Replacement) Level of protection for which I have received an estimate of charges; and 2) received a copy of the “Your Rights and Responsibilities When You Move” brochure explaining these provisions.**

X\_\_\_\_\_

Customer’s Signature

\_\_\_\_\_

Date

Provided that: Where the shipper is the employer of or the actual owner of the household goods being transported and is responsible for all transportation charges in connection with such move, the shipper may instruct the motor carrier to release the shipment to a value of 60 cents per pound per article (a) by specification made on the Bill of Lading, or (b) by issuing, in advance of the shipping date, appropriate letters of instruction to the carrier. In such instances, the motor carrier must incorporate the instructions by reference to the shipper’s document in the bill of lading in lieu of the personal signature and handwritten statement relating to the released rates.

- b. When a shipment is tendered to the carrier with a released or declared value equal to or greater than \$6.00 per pound times the weight of the shipment in pounds, the carrier will, at its option, either repair items to the extent necessary to restore to the condition when received by the carrier; pay the shipper for the cost of repairs; replace item(s) with item(s) of like kind and quality; or make a cash settlement for the current market replacement cost of the item(s). Depreciated value of the goods is not a factor.
- c. Carrier’s maximum liability shall not exceed the released or declared value of 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. All items which are replaced or for which the full current market value has been paid become the property of the carrier.

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Section 1 – Rules & Procedures

Item 3 (CONC) – Released & Declared Shipment Value (Valuation)

- d. Provisions of this item are contractual limits of liability as provided for in 49 U.S.C. Section 14706 and are not to be constructed as "Insurance".
- e. All shipments (other than those released to a value not to exceed 60 cents per pound per article) will be deemed released to a minimum lump sum value of \$6,000 or \$6.00 times the actual total weight (in pounds) of the shipment. The stated valuation must be in the increments shown herein. If the shipper declares or releases the shipment to a valuation that falls between the valuation amounts shown, or if no such declaration is made by the shipper and the valuation amount calculated by the carrier based on weight of the shipment falls between the valuation amounts shown, the highest valuation amount in the applicable charge associated therewith will apply. The deductible level ( No deductible , \$500.00 deductible , \$1000.00 deductible , \$1500.00 deductible \$2000.00 deductible ) of valuation declared will determine the valuation charge that will apply, as shown in the table.
- f. The weight used for determining the minimum valuation will be the actual net weight of the shipment.
- g. When Full Value Protection applies to a shipment that includes one (1) or more motor vehicles (automobiles, vans, pickup trucks, or sport utility vehicles), the carrier's maximum liability for the vehicles shall be either (1) the value stated in the current issue of the National Automobile Dealers Association (N.A.D.A) official used car guide ("The Guide") for such vehicle(s), adjuster for the mileage and other factors considered in the guide, or (2) the appraised value of the vehicle(s), whichever is less.
- h. The released or declared value of the carrier's maximum liability, whether or not loss or damage, injury, or delay occurred from carrier negligence, as determined under the rule, shall apply to any claims resulting from the performance or failure to perform by carrier of any services, including accessorial services, which carrier has contracted to perform.
- i. When the shipper takes a written exception at the time of delivery for non-delivery of an inventoried item(s), and subsequently submits a properly documented claim for loss of the item(s) and carrier's investigation establishes the carrier's liability, the deductible amount, if any, shall not apply to the non-delivered item (s).
- j. Rates or charges herein based on released value have been authorized by the Surface Transportation Board in Amendment No. 5 to released rates decision No. RR-999, decided January 10, 2012, subject to complaint or suspension. Any limitation of liability resulting from application of this provision has been authorized by the Surface Transportation Board in Amendment No. 5 to released rates decision No. RR-999, decided January 10, 2012, subject to complaint or suspension.

**EXCEPTION 1:** Shippers who tender shipments which are released to a value greater than 60 cents per pound per article, that include an article or articles that exceed \$100 per pound per article, in value, must specifically notify the carrier in writing that an identified article or articles with a value greater than \$100 per pound are included in the shipment by execution of the High Value Inventory Form:

See Item 38 herein for the correct form and minimum contents of carrier's "Inventory of Items Valued in excess of \$100 per pound per article".

Item 4 – Weighing & Weights

- 1. Carriers transporting shipments based upon a non-binding estimate shall determine the weight of each shipment transported prior to the assessment of any charges depending on the shipment weight. Except as otherwise provided in this item the weight shall be obtained on a scale meeting the definition of a certified scale as provided in 49 CFR 375.1(b)4.
- 2. Weighing procedure
  - a. except as otherwise provided in this item, the weight of each shipment shall be obtained by determining the difference between that tare weight of the vehicle on which the shipment is to be loaded prior to the loading and the gross weight of this same vehicle after the shipment is loaded; or, the gross weight of the vehicle with the shipment loaded and the tare weight of the same vehicle after the shipment is unloaded.
  - b. At the time of both weighing the vehicle shall have installed or loaded all pads, dollies, hand trucks, ramps, and other equipment required in the transportation of such shipment. Neither the driver nor any other person shall be on the vehicle at the time of either weighing
  - c. The fuel tanks of the vehicle shall be full at the time of each weighing or, in the alternative, no fuel may be added between the two weighing when the tare weighing is the first weighing performed.
  - d. The trailer or the Tractor-Trailer vehicle combination may be detached from the tractor and the trailer weighed separately at each weighing providing the length of the scale platform is adequate to accommodate and support the entire trailer at one time.

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### Section 1 – Rules & Procedures

#### Item 4 – Weighing & Weights (CONC)

- e. The shipper or any other person responsible for payment of the freight charges shall have the right to observe all weighing of the shipment. The carrier must advise the shipper, or any other person entitled to observe the weighing of the time and specific location where each weighing will be performed and must give that person a reasonable opportunity to be present to observe the weighing. Waiver by a shipper of the right to observe any weighing or reweighing is permitted and does not affect any rights of the shipper under these regulations or otherwise.
  - f. Carrier may substitute manufacturer's weight for automobiles, truck, vans, campers, boats, and other similar vehicular or bulky articles in lieu of obtaining separate weight tickets on these articles whenever such articles are included within a shipment. Manufacturer's weight will be obtained from either the Branham Automobile Reference Book, the National Automobile Dealers Association (N.A.D.A) Official Used Car Guide (the "Guide"), or from other appropriate reference sources of manufacturer's weight, or the shipper may provide carrier with copies of the manufacturer's documents evidencing the weight of the article included in a shipment.
3. Weight Tickets. The carrier shall obtain a separate weight ticket for each weighing required under this item except when both weighings are performed on the same scale, one weight ticket may be used to record both weighings. Every weight ticket must be signed by the person performing the weighing and must contain the following minimum information:
- a. The complete name and location of the scale
  - b. The date of each weighing.
  - c. Identification of the entire weights thereon as being the rate, gross and /or net weights.
  - d. The company or carrier identification of the vehicle.
  - e. The last name of the shipper as it appears on the bill of lading.
  - f. The carrier's shipment registration or bill of lading number.
  - g. The original weight ticket or tickets relating to the determination of the weight of a shipment must be retained by the carrier as part of the file on the shipment. All freight bills presented to collect any shipment charges dependent on the weight transported must be accompanied by true copies of all weight tickets obtained in the determination of the shipment weight.
4. The provision of paragraph (2), (3) and (5) of this item shall not apply to shipments consisting solely of machinery (including but not limited to: auxiliary and component parts thereof) which are being transported by household goods carrier pursuant to the definition of household goods in paragraph (3) of Item 40 of this tariff; provided, the weight of each shipment is certified by the shipper thereof on the bill of lading covering such shipments.
5. Reweighing of Shipments. Before the actual commencement of the unloading of a shipment weighed at origin and after the shipper is informed of the billing weight and total charges, the shipper may request a reweigh. **The charges shall be based on the reweigh weight.**

#### Item 4A – Space Reservation & Cubic Feet

1. Carriers transporting shipments based upon a binding estimate shall determine the size of each shipment transported prior to the assessment of any charges depending on the quantity and size of the items included in the shipment.
2. Space Reservation Agreement:
  - a. Under this option the carrier and the shipper agree to transport Household Goods based on a binding estimate of cost regardless of the actual space occupied by the shipment and are waiving the option to weigh the shipment. If a dispute related to the application of charges shall arise, the applicable charges will be based on the signed binding estimate provided by the carrier at origin.
3. Space determination procedure:
  - a. Except as otherwise provided in this item, the space occupied by each shipment shall be obtained by the computation of the cubic feet measurements of the items included in the shipment. The space calculated must be provided prior to the loading of the shipment and subject to the application of a binding estimate only.

#### Item 4B - Specific Date Reservation

1. If the shipper selects a One Day Window (ODW) for pickup, the carrier will schedule the shipment for pickup on the specific date chosen by the shipper. Pickup may occur at any time during normal operating hours on that date, and no exact time of day is guaranteed. The shipper must be fully prepared and available for pickup throughout the entire day. If the shipper is not available when the carrier arrives, this may result in delays, rescheduling, and/or additional charges.  
The ODW applies only to the pickup date.  
Delivery remains subject to the shipper's First Available Delivery Date (FADD) and standard delivery time-frames (i.e. expedited delivery).  
The rate for ODW is \$150.

Household Goods Transportation Tariff

Section 1 – Rules & Procedures

Item 5 – Special Delivery Services

Note: Please see appendix AS for the complete Accessorial & Special Services Price List including the Special Delivery Services which is made a part of the carrier's tariff by this reference.

(A) Expedited Delivery:

- 1. Expedited service as used herein means tendering delivery of a shipment of less than 2100 lbs. / 300 cu. ft. on or before a specified date.
- 2. Subject to the availability of equipment for a particular service desired, shippers may obtain expedited service on a shipment of less than 2100 lbs. / 300 cu. ft. and transportation charges shall be computed on the base of 2100 lbs / 300 cu. ft. and tariff rates applicable to 2100 lbs. / 300 cu. ft. in addition to a fee of \$2500 per shipment. The carrier shall not be required to provide exclusive use of a vehicle under this paragraph. For exclusive use of vehicle, refer to paragraph (c) of this item.

Accessorial Service Form to be marked:

<input type="checkbox"/> Expedited Delivery	Deliver on or Before     /     /
---	----------------------------------

- 3. 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 item shall not apply. In such case, the charges for the shipment shall be subject to all other applicable rules and provisions of the tariff.

(B) The Complete Occupancy of Vehicle:

Subject to the availability of equipment for the particular service desired, a shipment, the displacement of which completely occupies the loading space of the vehicle, or the peculiar character of which otherwise prevents its transportation with other shipments on the same vehicle, will be accepted as charges computed on the actual weight and subject to a minimum weight based on 7 lbs. per 1 cu. ft. of total vehicle space. (See paragraph (f) of this item.)

NOTE: The complete occupancy of vehicle provision will not apply to residence-to-residence moves and other shipments transported under paragraph (1) on item 40, commodity description of household goods.

Accessorial Service Form to be marked:

<input type="checkbox"/> Complete Occupancy of a Truck	Shipment Completely Occupied A _____ Cu. Ft. Vehicle
--	--

(C) Dedicated Truck:

- 1. Subject to the availability of equipment, a shipper may order Dedicated Truck Service of specific cubic capacity, for transportation of shipment. Transportation charges shall be based on a fee of \$3500 in addition to the actual weight subject to minimum charges as follows:
  - a. If the capacity of vehicle ordered is 1000 cu. ft. or less, the minimum charge shall be based on 7000 lbs or 1000 cu. ft. depending on the applicable rate-based charges.
  - b. If the capacity of vehicle ordered is in excess of 1000 cu. ft., the minimum charge shall be based on 7 lbs. per cubic foot of total vehicle space ordered or the total cubic foot of the truck ordered depending on the applicable rate-based charge.
- 2. If at time for loading such shipment, carrier does not have available a vehicle of the 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 the carrier furnished a vehicle of the capacity ordered.

Accessorial Service Form to be marked:

<input type="checkbox"/> Dedicated Truck	Dedicated Use of A _____ Cu. Ft. Vehicle Ordered
--	--

Household Goods Transportation Tariff

Section 1 – Rules & Procedures

Item 5 (CONC) – Special Delivery Services

**(D) Space Reservation for a Portion of Vehicle:**

Subject to availability of equipment, shipper may reserve a portion of the capacity of a vehicle by ordering a specific quantity of space, and accepting transportation charges based on the reserved volume (cubic feet) of shipment and subject to the minimum volume as follows:

200 cu. ft. or less will be charged as 200 cu. ft. or 1400 lbs.

Shipments occupying more than 200 cu. ft. will be charged the tariff rate per cubic foot reserved or 7 lbs. per every 1 cu. ft. ordered with a minimum of 1400 lbs. per the applicable tariff rates and discounts.

Accessorial & Special Service Form to be marked:

[ ] Space Reservation	Space Reservation for _____ Cu. Ft. Ordered
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**(E) Signature Required for Services:**

Expedited Service, Dedicated Truck Service, or Space Reservation for a Portion of a Vehicle will be furnished by carrier only when shipper or their agent requests such service in writing or signs the Accessorial & Special Service Form indicating that such specific special service was ordered.

**(F) 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 paragraphs (B) and (C) of this rule.

NOTE: All shipments subject to weighing provisions as provided in item 4 and or space reservation provisions as provided in item 4A.

**Item 6 – Consolidation of Shipments**

The term "shipment" means property tendered by one shipper, and accepted by carrier for loading the same day or consecutive days, at one place of origin (except as otherwise provided in Item 24) for one consignee, at one destination (except as otherwise provided in Item 24) and covered by one bill of lading. 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 (or more than one party when Item 24 is applicable) to notify of the arrival of the shipment at destination(s). (See Items 15 and 109- Storage-In-Transit, for computation of charges on a portion of shipment stored in transit.)

**Item 7 – Operating Rights**

Rates published in this tariff are limited for the handling of household goods in interstates as described herein to the extent of territory shown in Item 1.

**Item 8 – Routing & Joint Rates**

Except as otherwise provided in this tariff, and subject to any limitation in the scope of operations provisions, rates apply via all routes made by use of carrier and its agents to this tariff with interchange at common points. For purposes of this rule, a common point is one where the two carriers interchanging at that point may lawfully serve in the manner required by such interchange.

The joined rates published in this tariff include all charges for drayage or other transfer services at the intermediate transfer points on shipments handled through and not stopped for special service at such intermediate transfer points.

## Household Goods Transportation Tariff

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### Section 1 – Rules & Procedures

#### Item 9 – Marking or Tagging Shipment

- a. Articles of fragile breakable nature must be properly packed.
- b. Package containing fragile articles or articles consisting wholly or in part of glass, when packed by the shipper or their agent must be marked by plain and distinct letters designating the fragile character of contents.
- c. When article of furniture, consisting wholly or in part of glass are covered or wrapped by the shipper or their agent, such articles shall be wrapped in a manner to clearly expose glass surfaces or glass portions.
- d. When articles are not packed or are improperly packed, crated or boxed and by reason thereof the articles not packed or contents of container are more susceptible to damage, carrier will arrange to have such articles properly packed at the rates shown in this tariff.
- e. Upon request of the shipper or their agent, carrier will prepare a second inventory of the shipment which will include itemized contents of each container packed by the carrier and will show thereon, if requested by the shipper, the valuation of each article as furnished by the shipper or his agent. Charges for this second inventory will be at the rates provided in Item 110, Waiting Time.

#### Item 10 – Classification of Part or Pieces of a 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 Item 3.

NOTE: When an entire shipment is transported in lift vans or shipping boxes, each shipping package, piece, or loose item not enclosed within a package in such lift vans or shipping boxes will constitute one article.

EXCEPTION: This item has no application when shipment is released to a valuation greater than 60 cents per pound per article.

#### Item 11 – Cancellation of Tariff Pages, Items, or Portions Thereof

When this tariff is amended by revised pages, each revised page cancels the item or portion thereof shown on the original or revised page of the same page number.

Reference made herein to items or pages in this tariff shall include reference to the reissue of such items or pages.

For example, "1ST Revised Page 10" will have the effect of canceling original page 10; "45th Revised Page 12" will have the affect cancelling 44th Revised page 12; "13th Revised Page 4-A" will have the effect of cancelling 12th Revised page 4-A and also 11th Revised Page 4-A if the cancellation of 12th takes place on or before the effective date

#### Item 12 – Inspection of Articles

When carrier or their agent believes it is necessary that the contents of a package be inspected, they shall make or cause such inspection to be made, or require other sufficient evidence to determine the actual character of the package.

## Household Goods Transportation Tariff

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### Section 1 – Rules & Procedures

#### Item 13 – Fuel Surcharge

A Fuel Related Cost Price Adjustment (Surcharge) will be charged as a set percentage of the transportation charges only not including any charges for accessorial services related to the said shipment. Notwithstanding any other provisions of the tariff, the Fuel Surcharge WILL APPLY to the transportation charges applicable on ALL shipments. See appendix BLF of this tariff for the specific applicable rate.

#### Item 14 – Insurance

The carrier will not assume the cost of Insurance against marine risk or any other insurance for the benefit of the shipper.

#### Item 15 – Storage-In-Transit (CONT)

- a. Storage-In-Transit of property covered by this tariff is the holding of the shipment or a portion thereof at or in the facilities or warehouse used by the carrier or its agents, for storage, pending further transportation, and will be affected only at specific request of the shipper or under the conditions specified in paragraph (l) of this item. For the purpose of this item a carrier may designate any facility or warehouse to serve as its agent.
- b. A shipment or a portion thereof may be placed in Storage-in-Transit one or more times for a combined period not to exceed 90 days. When not removed from Storage-In-Transit at midnight on 90th day, liability as carrier shall terminate after such time, the interstate character of the shipment or portion thereof shall cease, the warehouse location shall be considered the destination of the property, the warehouse men shall be the agent for the shipper, and the property shall then be subject to the rules, regulations and charges of the warehouse men. Carrier may terminate the interstate character of the shipment or a portion thereof prior to the 90-days maximum storage-In-Transit period, if payment of the billed charges is not made within the due date stated on such billing. Until all lawful charges are paid property will remain at carrier's or agent's storage location subject to a lien for all such charges.
- c. When Storage-In-Transit is at origin, charges due (subject to Item 20) are affected as follows:
  1. Transportation charges due at origin and Storage-In-Transit charges are due prior to the release of the shipment from SIT
  2. Storage charges are due at time of billing.
  3. Charges for additional services, advances and other lawful charges are due prior to the release of the shipment from SIT.
- d. When Storage-In-Transit is at a location other than origin, charges due (subject to Item 20) are affected, as follows:
  1. Transportation charges due at origin and Storage-In-Transit charges are due prior to the release of the shipment from SIT.
  2. Storage charges are due at time of billing.
  3. Charges for additional services, advances and other lawful charges are due prior to the release of the shipment from SIT.

At the time of billing under this paragraph, storage charges due to the carrier must be paid in full prior to the release of the shipment from SIT. Storage charges for subsequent days of storage that property remains in Storage-In-Transit may be billed as they become due.
- e. Delivery of shipment to residence from Storage-In-Transit at origin en route or at destination will be made on the day requested, if possible. If prior commitments of carrier prevent delivery on that date, every effort will be made to deliver as soon as possible, subject to the following:
  1. If shipment is not removed from storage by the 5th working day (excluding Saturday, Sunday and holidays) after the requested delivery date(s), storage charges will cease to accrue after such date.
  2. If shipment is removed from storage prior to the 5th working day after the requested delivery date(s), storage charges will cease to accrue the day after shipment is removed.
- f. The transportation charges to apply when the shipment or a portion thereof is stored in transit will be
  1. the percentage due at origin portion of the applicable transportation rate based on total weight or cubic feet of entire shipment, for total distance via all points of pickup and/or delivery (from first point of pickup to final point of delivery), plus additional service charges applicable to each portion of the shipment
  2. the applicable storage in transit charges, which must be paid in full prior to scheduling the delivery.

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## Household Goods Transportation Tariff

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### Section 1 – Rules & Procedures

#### Item 15 – Storage-In-Transit (CONT)

- g. On property consigned to Storage-In-Transit wherein an overflow of property requires a split shipment delivered to the storage location on different dates, the charges for such property shall be as follows:
1. Transportation charges from initial point of pickup to storage location will be based on the combined weight or the cubic feet of the property stored in transit, and computation of transportation charges will be as provided in paragraph (f) of this item.
  2. Storage charges in effect on date of initial pickup will be assessed separately on each portion of shipment stored in transit. Storage will be rated separately for each portion added, subject to provisions of this item and Item 109.
  3. All subsequent charges will be based on the combined weight or cubic feet of the property stored in transit.
- h. Shipper or owner, upon proper notice in writing to the carrier before departure of the property, may change destination originally shown on the bill of lading. When destination is changed, such change must be recorded on the bill of lading. When the interstate character of the property is terminated at the storage location before expiration of the time limit specified in paragraph (b), the transportation charges will be computed based on the number of hours, men and equipment involved in the services provided by the carrier until change of destination address has been made and subject to the provisions of this item and Item 112.
- i. When Storage- In-Transit shipment has been placed into storage at the carrier's or agent's storage location, both the carrier and the warehousemen must have in their possession records showing the following:
1. An itemized list of goods 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 storage location.
  4. The dates when all charges, advance, or payments were made or received.
  5. Dates shipment was delivered to and forwarded from the storage location.
- j. During Storage-In-Transit shipper may withdraw a portion of the shipment, provided that all accrued charges on the shipment are paid prior to such withdraw, except as provided in Item 20. Charges for transportation furnished if any, for the portion selected for delivery shall be assessed on the same basis as would apply to that portion as an individual shipment. When reference to the portion of the shipment which remains at the storage location, shipper may elect in writing to terminate the Storage-In-Transit service and place the remaining property in storage with the warehouse men in possession, in which event the warehouse will be considered the destination of the property. If the shipper elects to have the remaining portion remain in Storage-In-Transit, the following shall be applicable:
1. Storage charges shall continue to apply on the weight or cubic feet of remainder of the shipment.
  2. Charges for transportation furnished, if any, for the delivery of the remainder of the shipment shall be assessed on the same basis as would apply to that portion as an individual shipment..
- k. During the Storage-In-Transit period shipper may add items to that shipment already in Storage-In-Transit. Charges for such items added shall be as follows:
1. Transportation charges to apply on the addition, between initial point of pickup and storage location will be as provided in paragraph (f) of this item.
  2. Storage charges as provided in Item 109 will apply on the addition, subject to items 4 and 4A of this tariff.
  3. All subsequent charges including Storage-In-Transit will be based on the total weight or cubic feet of the combined shipment.
- l. If delivery cannot be made at the address specified on the bill of lading because of the impracticable operation as defined in Item 26 hereof or for any other reason other than the fault of the carrier, and neither shipper, consignor, nor owner designate another address at which delivery can be made, carrier will place the shipment under the Storage-In-Transit provision of this item.
- m. When shipment is placed in Storage-In-Transit, the carrier's limitations on liability also apply to the party in possession of the shipment.

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## Household Goods Transportation Tariff

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### Section 1 – Rules & Procedures

#### Item 15 (CONC) – Storage-In-Transit

##### Item 13 – Fuel Surcharge

NOTE 1: Except as specifically provided for in paragraph (g) herein, when shipment is placed in Storage-In-Transit in segments on different dates:

1. The transportation rates and additional service charges in effect on the date of placement of the first segment will apply to that segment only, and
2. The transportation rates and additional service charges in effect on the date(s) that each subsequent segment is placed in Storage-In-Transit will apply to these subsequent segments.

NOTE 2: When shipment is removed from Storage-In-Transit and extra pickups are ordered:

1. The transportation rates and additional service charges in effect on the date that the extra pickup is performed will apply to the entire weight or cubic feet of the extra pick up, and
2. The transportation rates and additional service charges in effect on the date of pickup of the Storage-In-Transit portion will apply to the entire weight or cubic feet of that portion.

NOTE 3: Except as specifically provided for in paragraph (g) herein, each portion of the shipment will be rated at the applicable rate in effect on the date of pickup of each portion, based on the total weight or cubic feet of the entire shipment.

NOTE 4: See **Item 33** for provisions governing **Notification by Carrier when Status of Storage-In-Transit Shipment Change**.

NOTE 5: See Appendix BLT for the provisions of limitations of liability.

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#### Item 15-1 – Attempted Delivery to Residence from SIT

Compensation to the carrier for attempted delivery to residence from Storage-In-Transit when failure to deliver is not the fault of the carrier will be as follows:

1. Redelivery Charge: From the storage facility to residence and return: Item 108, Redelivery Service Charge, WILL APPLY.
2. Storage In Transit: A Second first day storage charge will apply when the shipment is returned to Storage-In-Transit at the warehouse location. Storage charges will continue to apply at the additional daily rate until shipment is removed or delivered from storage, except as provided in Item 15(e).
3. Waiting Time: The provisions of Item 110 WILL APPLY if carrier is required to wait at residence.

#### Item 16– Governing Publications

This tariff is governed by the following described publications:

Publications	Issued by	Website
US Postal Zip Codes	U.S Postal Service	<a href="http://www.usps.com">www.usps.com</a>
Mileage by Google Maps	Google.com	<a href="http://www.maps.google.com">www.maps.google.com</a>
Mileage by MapQuest	Mapquest.com	<a href="http://www.mapquest.com">www.mapquest.com</a>

The application of this tariff is governed by the postal zip code of each area or place within the United States as assigned by the United States Postal Service as found in the Postal Service Directory. The postal code defines the applicable geographical service area for computation of mileage and service time frame purposes. If the United States Postal Service changes a code area of a Postal Zip Code after the effective date of this tariff, the old code area shall be used for shipment service time frame purposes until a new corresponding code area is provided for herein.

Note 1: The application of specific distance – based items (**Item 103, Shuttle Service, and Items 15-1 and 109, relating to SIT**) is also governed by the Mileage by Google Maps and or MapQuest information as provided herein.

Note 2: Where a mileage radius is named, such mileage radius shall include all points within the described number of highway mileage from the point that designates the mileage basing location of such name city as shown on the websites listed above. Where cities or points are partly within the described number of miles, such will be considered as wholly within the described number of miles.

Item 17– Claims Loss and Damage

a. **Claims in Writing Required:**

A claim for loss, damage, delay or overcharge will not be voluntarily paid by a carrier unless filed in writing as provided in subparagraph (b) below with the receiving or delivering carrier, or carrier issuing the bill of lading, or carrier on whose line the alleged loss, damage, delay or overcharge occurred, within nine months of the date of the delivery as specified in the Terms & Conditions on the back of the bill of lading, and all tariff provisions applicable thereto.

b. **Minimum Filing Requirements:**

A properly filed and signed Claim Form from a claimant filed with the carrier or with its assigned third party claims company, within the nine months' time limit as specified in the Terms & Conditions on the back of the Bill of Lading, and (1) containing fact sufficient to identify the shipment of property involved, (2) asserting liability for alleged loss, damage, delay or overcharge, and (3) making claim for the payment of a specified or determinable amount of money, and (4) providing proof of damage in the form of pictures, and (5) providing copies of paid bill of lading and inventory sheets, will be considered as sufficient compliance with the provisions for filing claims embraced in the bill of lading and this tariff.

c. **Documents not Constituting Claims:**

Bad order reports, appraisal report of damage, notation of shortage or damage or both, on freight bills, delivery receipts, or other documents, or inspection reports issued by carrier or their inspection agencies, whether the extent of loss or damage is indicated in dollars and cents or otherwise will, standing alone, not be considered by the carrier as sufficient to comply with the minimum claim filing requirements specified in subparagraph (b) above.

d. **Claims Filed for Uncertain Amounts:**

Whenever a claim is presented against the carrier for an uncertain amount, such as \$100 more or less or no amount at all, the carrier will determine the condition of the shipment involved at the time of delivery by it, if it was delivered, and will ascertain as nearly as possible the extent, if any, of the loss or damage for which it may be responsible. It will 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 has been filed in accordance with the provision of subparagraph (b) above.

e. **Other Claims:**

If investigation of a claim develops that one or more other carriers has been presented with a similar claim on the same shipment, the carrier investigating such claim will communicate with each such other carrier and, prior to any agreement entered into between or among them as to the proper disposition of such claim or claims, will notify all claimants of the receipt of conflicting or overlapping claims and will require further substantiation, on the part of each claimant of their title to the shipment involved or their right with respect to such claim.

f. **Concealed Damage or Shortage:**

Carrier must be promptly notified after discovery of concealed damage or shortage and given reasonable opportunity to inspect the shipment and packing. Carrier will promptly and thoroughly investigate the claim and will establish a claim file in connection therewith.

Section 1 – Rules & Procedures

Item 17 (CONT) – Claims Loss and Damage

a. **Supporting Document:**

When a necessary part of an investigation, each claim must be supported by the original paid bill of lading (if not previously surrendered to the carrier) either the original paid bill for transportation service or photocopy thereof, and for each article supporting pictures and the nature and the extent of such damage, the base for the amount claimed, i.e., date article purchased, original cost, actual cash value at time of loss or damage and, in the case of real property damage, 3 repair estimates from a professional repair company.

b. **Verification of Loss:**

When an asserted claim for loss of an entire package or an entire shipment is made by a shipper the carrier will verify that the loss has been identified at time of delivery and notated on the inventory sheets indicating that such loss has occurred. If no notations have been made by the shipper at the time of delivery, the carrier will not be held liable for such loss.

EXCEPTION: When delivery of articles not belonging to the shipper has been identified after the delivery has been made for which no notations of lost items were made by the shipper. The discovery of such items should be considered as satisfactory verification of loss.

c. **Satisfaction of Claims:**

Carrier may satisfy a claim by repairing or replacing the property lost or damaged with materials of like kind, quality and condition at time of acceptance by carrier except when shipment is released to a value not greater than 60 cents per Lb. per article.

d. **Constructive Weight of Packed Shipping Cartons:**

When the liability of the carrier is to be measured by the weight of the article lost or damaged and such article is packed in a shipping carton, in the absence of specific evidence to the contrary, such shipping carton will be deemed to have the following weight:

Carton	Weight per Carton
Small Box / Book Carton 1.5 cu. ft. / Picture Box	25 lbs.
Dish-Pack / China Box	60 lbs.
Medium Box / Linen Box	30 lbs.
Large Box / 4.5 – 6.0 cu. ft.	35 lbs.
Large Box / 6.00 – 6.5 cu. ft.	45 lbs.
Wardrobe Box	60 lbs.
Mattress Box Q / K	100 lbs.

Note 1: Cartons containing books or CD's will be deemed to weigh 25 lbs.

Note 2: Cartons containing lamp shades will be deemed to weigh 10 lbs.

Note 3: Items not identified on the inventory as to the contents will be settled for the average weight on the table for the container.

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**Item 17 (CONC) – Claims Loss and Damage**

**a. Time Limit for Filing Claims:**

As a condition precedent to recovery, a claim for any loss, damage, delay or overcharge, must be filed in writing with carrier within (9) nine months after delivery to consignee as shown on bill of lading, or in case of failure to make delivery, then within (9) nine months after a reasonable time for delivery has elapsed; and suit must be instituted against carrier within (2) two years and (1) one day from the date when notice in writing is given by carrier to the claimant that carrier has disallowed the claim or any part thereof specified in the notice. Where a claim is not filed, or suit is not instituted thereon in accordance with the foregoing provisions, carrier will not be liable and such claim will not be paid.

**b. Acknowledgement and Settlement by Carrier:**

Carrier will acknowledge receipt of each claim in writing to the claimant within 30 calendar days after its receipt by the carrier or the carrier's agent. Carrier will at the time such claim is received; cause the date of receipt to be recorded. Carrier will pay, decline, or make a firm compromise settlement offer in writing to the claimant within 120 days after receipt of the claim by the carrier or its agent: provided, that, if the claim cannot be processed or disposed of within 120 days after the receipt thereof, the carrier will at the time and the expiration of each succeeding 60 days period while the claim remains pending, advise the claimant in writing on the status of the claim and the reason for the delay in making final disposition thereof.

**c. Salvage:**

Whenever property transported by a 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 whenever advised to the contrary after giving such notice, will undertake to sell or dispose of such property directly or by the employment of a competent salvage agent. Carrier will only dispose of the property in a manner that will fairly and equally protect the best interest of all persons having an interest therein. Carrier will 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 will 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 filed thereon. Upon receipt of a claim on a shipment of which salvage has been processed in the manner herein before described, carrier will record in 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. Whenever disposition of salvage material or goods shall be made directly to an agent or employee of a carrier or through a salvage agent or company in which the carrier or one or more of its directors, officers, or managers has any interest financial or otherwise, that carrier's salvage records shall fully reflect the particulars of each such transaction or relationship, or both as the case maybe.

**d. Third Party Claims Processing Company:**

Whenever a claim for loss, damage, delay, overcharge, or property damage is instituted against the carrier, the carrier may choose to utilize a third-party claims company at its sole discretion and without an advanced notice to claimant for the purpose of determining settlement amounts and carrier's liability. When a claim or claims have been outsourced to a third-party claims company, the terms and conditions of the claims company and any documentation required for the proper processing of a claim shall be in accordance with the provision of subparagraph (b) above and shall become a legal part of this tariff thereof.

**e. Appearance Allowance:**

When the functionality of an item is not compromised but there is minimal damage to the item, the carrier may attempt to offer a negotiated 25%-50% of the item's weight or value for compensation of the damage to the appearance of the item.

**Item 18 – Reserved for Future Use**

## Household Goods Transportation Tariff

### Section 1 – Rules & Procedures

#### Item 19 – Tariff Discounts

The carrier may offer a percentage discount (see below) on the Line Haul and/or Accessorial Service charges for a customer service purpose only. The carrier may choose to offer the discount as detailed below or any combination thereof:

1. Line Haul Charges (Discount on price per cu. ft. or lbs.)
2. Overall Accessorial Charges (Discount on all accessorial services [I.E. Combination of Stairs, Long Carry, Shuttle, Etc.])
3. Specific Accessorial Charge (Discount on a single accessorial service [I.E. Stairs, Hoisting, Bulky Article, Etc.])
4. Total Estimate Charges

Example: If an estimate charges are \$2,000.00 for Line Haul + \$500.00 for Packing + Long Carry \$150.00 = Total of \$2,650.00 The carrier may choose to use the tariff discount 10% (TD10) in the following 4 forms:

1. 10% off of \$2,000.00 = \$200.00 which will result in a total estimate charge of \$2,450.00
2. 10% off of \$650.00 = \$65.00 which will result in a total estimate charge of \$2,585.00
3. 10% off of \$500.00 = \$50.00 which will result in a total estimate charge of \$2,600.00
4. 10% off of \$2,650.00 = \$265.00 which will result in a total estimate charge of \$2,385.00

**a. Line Haul Discounts:**

Discount	Percent	Discount	Percent	Discount	Percent	Discount	Percent
TD 1	1 %	TD 17	17 %	TD 33	33 %	TD 49	49 %
TD 2	2 %	TD 18	18 %	TD 34	34 %	TD 50	50 %
TD 3	3 %	TD 19	19 %	TD 35	35 %		
TD 4	4 %	TD 20	20 %	TD 36	36 %		
TD 5	5 %	TD 21	21 %	TD 37	37 %		
TD 6	6 %	TD 22	22 %	TD 38	38 %		
TD 7	7 %	TD 23	23 %	TD 39	39 %		
TD 8	8 %	TD 24	24 %	TD 40	40 %		
TD 9	9 %	TD 25	25 %	TD 41	41 %		
TD 10	10 %	TD 26	26 %	TD 42	42 %		
TD 11	11 %	TD 27	27 %	TD 43	43 %		
TD 12	12 %	TD 28	28 %	TD 44	44 %		
TD 13	13 %	TD 29	29 %	TD 45	45 %		
TD 14	14 %	TD 30	30 %	TD 46	46 %		
TD 15	15 %	TD 31	31 %	TD 47	47 %		
TD 16	16 %	TD 32	32 %	TD 48	48 %		

**b. Specialty Discounts:**

Discount	Percent
Early Reservation	5%
Route Discount	20%
Senior Discount	10%
Military Discount	10%

## Household Goods Transportation Tariff

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### Section 1 – Rules & Procedures

#### Item 20 – Collection of Charges, Prepayment

NOTE: See Appendix BLF for the complete methods of payment section and appendix BLB for a complete list of the terms and conditions regarding the collection of charges and cancellation policy which is made a part of the carrier's tariff by this reference.

- a. The carrier will not deliver or relinquish possession of property transported by it until the charges i.e., 1. either the total binding estimate amount or 110% of the non-binding estimate amount; 2. the charges applicable for any service(s) requested by the shipper after the contract was executed that were not included in the estimate; and 3. charges for impracticable operations (such as shuttle service, stairs, long carry), that do not exceed 15% of the total charges due at delivery, have been paid in full except a. where other satisfactory arrangements have been made between the carrier and the consignor or consignee, in accordance with rules and regulations of the Department of Transportation or b. when delivery is made pursuant to paragraph c.

The charges for services or quantities that are in addition to those collected at delivery must be billed to the shipper within 15 days of the date of delivery (or if the carrier lacks sufficient information to compute the charges they must be billed to the shipper within 15 days of the date of when sufficient information becomes available) and shall be due within 30 days following presentation of the freight bill.

In case of partial deliveries (shipments delivered on more than one vehicle at more than time) charges due at delivery will be prorated based on the percentage of the weight or volume of the portion delivered compared to the total weight or volume of the shipment.

- b. The following conditions should apply for balance due shipments or when satisfactory arrangements for credit have been made in accordance with the rules and regulations of the Department of Transportation.
1. Except as provided in the exceptions below, when carrier's bill has not been paid within 30 days of the presentation of the freight bill the shipper will be assessed a service charge by the carrier equal to 15% of the amount of carrier's bill, subject to a \$500 minimum charge for each 30 days period that the charges remain unpaid.
  2. The carrier's bill will state separately the total charges due within the 30 days and the assessment of charges due for the period of time for which the payment has not been made.
  3. The mailing by shipper of valid checks or drafts in payment of charges within the 30 days period is deemed to be the collection of the tariff charges within the allowed time period for the purpose of this item. In case of dispute as to the time of mailing, the post mark shall be accepted as showing such time.

- c. Subject to the foregoing paragraphs, provision for payment of charges on Storage-In-Transit shipments is contained in item 15.

Note 1: See Item 30 for definition of holidays.

Note 2: See Item 31 for provisions governing Collection of Shipment Charges on Household Goods Shipments Involving Loss or damage in Transit.

EXCEPTION: The service charge provided in paragraph (b)1, above shall not be assessed in connection with the rates and charges on shipments transported for the United States for any department, bureau or agency thereof, for any state or territory or political subdivision thereof, or for the District of Columbia.

#### Item 21 – Hourly Rates

Charges based on time shall be computed by multiplying the hourly rate by the time involved. Unless otherwise provided, fraction of an hour will be disposed of as follows:

- a. Where the time involved is 15 minutes or less, the charge shall be for one quarter of an hour.
- b. When in excess of 15 minutes but not more than 30 minutes, the charge shall be for one half hour
- c. When in excess of 30 minutes but not more than 45 minutes, the charge shall be for three quarters of an hour.
- d. When in excess of 45 minutes, the charge shall be for one hour.

## Household Goods Transportation Tariff

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### Section 1 – Rules & Procedures

#### Item 22 – Line-Haul Minimum Charge

Except as may be otherwise specifically provided for in this tariff, or as amended, shipments transported under the provisions of this tariff weighing less than 1400 lbs. / 200 cu. ft. shall be accepted only at a weight of 1400 lbs. / 200 cu. ft. and applicable rates and charges based on weight shall be subject to 1400 lbs. / 200 cu. ft. minimum.

Note: All shipments subject to weighing provisions as provided in Item 4.

#### Item 23 – Warehouse Pickup & Delivery Service

Except as otherwise provided herein, when a shipment is delivered to or picked up at a warehouse (Including third party warehouse and self-storage/mini-storage locations), the charges for transportation include only the unloading or loading at door, platform, or other point convenient or accessible to the vehicle.

Refer to Item 109 in section 2 of this tariff for application of charges to apply when the carrier enters the warehouse, at the shipper's request, for the purpose of removing items stored from, or placing items into, the warehouse space rented by the shipper. (Refer to item 15 for application of Storage-In-Transit Charges.)

#### Item 24 – Extra Stops & Diversions

NOTE: Please see appendix AS for the complete Accessorial & Special Services Price List including Extra Stops which is made a part of the carrier's tariff by this reference.

**Extra Stop:** At the request of the consignee, consignor or owner, extra stops or calls will be made at locations necessary to accomplish the extra pickup or extra delivery of portions of the shipment.

- a. Extra stops or calls are additional pickups made after the first pickup or additional deliveries made prior to the final delivery of the shipment. Each such extra stop or call shall constitute an extra pickup or delivery. An extra stop charge will apply for each extra pickup or delivery that is performed, in addition to the transportation and additional service charges provided in paragraph(b) and (c) below.
- b. The transportation charges on shipments with extra pickups or extra deliveries will be determined based on the weight or volume of the total shipment, including any additional weight or volume picked-up or delivered at any extra stop(s), rated on state to state miles from the point of origin to the point of destination via any extra stops point(s).
- c. The rates for additional services performed in conjunction with any extra pickup(s) will be based on the additional service rates applicable at shipment origin and the rates for additional services performed in conjunction with any extra delivery(s) will be based on the additional service rates applicable at shipment destination.

**Diversions:** Upon instructions from the consignee or owner, the shipment will be diverted subject to the following terms and conditions. Carrier requires that all such instructions be in writing.

- a. The term "diversion" as used herein means a change (after loading of the vehicle) in the route of the shipment at the request of the consignor, consignee, or owner.
- b. When the carrier receives an order for diversion, diligent effort will be made to locate the shipment and effect the change desired, but the carrier is not responsible for failure to effect the change ordered, unless such failure is due to error or negligence on the part of the carrier.
- c. The transportation charges on shipments diverted to a new destination, while the vehicle is en route or upon arriving at the original destination will be determined based on the total transportation charge from the shipment origin to the point where the shipment was diverted, plus the transportation charge from the point where the shipment was diverted to the final destination.
- d. On shipments diverted to a warehouse for Storage-In-Transit at a location other than the original destination, the warehouse will be considered the destination point, and transportation charges to the warehouse will be assessed under the provisions of paragraph (c) of this Item.
- e. If instructions are received to divert a shipment that is in Storage-In-Transit, the shipment will be rated as stated in paragraph (c) of this Item. For rating purposes, the location of the storage facility will be considered the diversion point.

Section 1 – Rules & Procedures

Item 25 – Prohibited & Restricted Articles

- a. Carrier will not accept for shipment property liable to contaminate or otherwise damage equipment or other property, nor will carrier accept for shipment articles which cannot be taken from the premises without damage to the article or the premises, nor, will carrier accept for shipment perishable articles including Frozen Foods, Articles Requiring Refrigeration, Open or Half Used Foods, Articles Without Proper Preservation, Produce or Perishable Plants, Etc.
- b. Carrier will not be responsible for any perishable article or articles included in the shipment without the knowledge of the carrier.
- c. Carrier WILL NOT ACCEPT for shipment under any circumstance Tanks or Bottles designed to contain Butane or Propane (LP), including Tanks and Container for Gas Barbecue Grills, Torches, Tools or Appliances. This prohibition also includes Tanks or Bottles that have been certified as empty.
- d. Carrier WILL NOT ACCEPT for shipment under any circumstance any explosives or other flammable, hazardous or dangerous materials for transportation such as but not limited to Perfumes, Oils, Chemicals, Aerosol Cans, Ammunition, Poisons, Etc.
- e. Carrier WILL NOT ACCEPT for shipment under any circumstance any items containing liquid of any type such as but not limited to, Detergents, Soaps, Liquors, Paint, Bottles Of Water or other Drinks, Oils, Perfumes, Etc.

Item 26 – Impracticable Operations & Application of Accessorial Service

NOTE: Please see appendix AS for the complete Accessorial & Special Services Price List including services needed due to impracticable operations which is made a part of the carrier's tariff by this reference.

**Part A: Impracticable Operations**

Nothing in this tariff shall require the carrier to perform any service at any point or location where, through no fault of the carrier, the furnishing of such services is impracticable because:

- a. The conditions or roads, streets, driveways, alleys, or approaches thereto would subject operations to unreasonable risk of loss or damage to life or property;
- b. Loading or unloading facilities are inadequate;
- c. Any force majeure, war, insurrection, riot, civil disturbance, strike, picketing or other labor disturbance would 1. subject operations to unreasonable risk of loss or damage to life or property or 2. unreasonably jeopardize the ability of the carrier to render line-haul or pickup or delivery or any other service form, to or at other points or locations;
- d. Carrier's hauling contractors, carrier's employees or carrier's agents are precluded, for reasons beyond carrier's control, from entering premises where pickup or delivery is to be made;
- e. Local, state or federal restrictions, regulations or laws prohibit performance of such services by line-haul equipment.

When service is impracticable for reasons stated in this rule, and service can be completed through the employment of services of a third party, see Item 27.

**Part B: Application of Accessorial services**

- a. It is the responsibility of the shipper to make shipment accessible to carrier at origin and to accept delivery from carrier at a point at which the road haul vehicle may be safely operated.
- b. When it is physically impossible for carrier to perform pickup of shipment at origin address or to complete delivery of shipment at destination address with normally assigned road haul equipment, due to the structure of the building, its inaccessibility by highway, inadequate or unsafe public or private road, overhead obstructions, narrow gates, sharp turns, trees, shrubbery, the deterioration of roadway due to rain, flood, snow, or nature of an article or articles included in the shipment, the carrier shall hold itself available at point of pick up or tender delivery at destination at the nearest point of approach to the desired location where the road haul equipment can be made safely accessible.
- c. Upon request of the shipper, consignee or owner of the goods the carrier will use or engage smaller equipment than its normal road haul equipment and / or provide Stairs Carry, and / or Long Carry services, and / or Hoisting or Lowering Service, for the purpose, if possible, of the completion of the pick up or delivery service and for the purpose of transferring the shipment between the origin or destination address and the point of transfer to or from carrier's road haul equipment.

**Item 26 (CONC) – Impracticable Operations & Application of Accessorial Service**

- d. If shipper does not accept the shipment at nearest point of safe and accessible approach by carrier's road haul equipment to the destination address, the carrier may place the shipment or any part thereof not reasonably possible for delivery, in storage at the nearest available warehouse of the carrier, or, at the option of the carrier, in a public warehouse, subject to a lien for all lawful charges. The liability on the part of the carrier will cease when the shipment is unloaded into the warehouse and the shipment shall be considered as having been delivered.
- e. Accessorial Service charges to cover the completion of the loading or unloading of the shipment or part thereof from point of access of road haul equipment to point of pickup at origin, and extra stop locations, and / or warehouse or mini-storage, and or delivery location shall be added to transportation charges subject to applicable rates as provided in this tariff Section 2 Items 100-112. All accrued charges on the shipment or any part thereof shall be due and payable upon delivery of same to destination.

**Item 27 – Advancing Charges**

A. Charges advanced by carrier for services of others engaged at the request of the shipper or required by federal, state or local law, including but not limited to:

1. Obtaining agriculture quarantine inspections, and
2. Obtaining permits required for legally transporting articles that are over-width, over-height, over-length, or any combination thereof including the use of one or more flagmen and / or escort vehicle(s) (See Note 1), will be supported by carrier with a copy of invoice setting forth services rendered, charges and basis thereof, together with reference to the applicable schedule or tariff if charges are assessed in accordance therewith. The charges so advanced are in addition to and shall be collected with all other lawful rates and charges.

ALL SUCH ADVANCE CHARGES will be SUPPORTED BY PAID RECEIPTS and APPLY IN ADDITION TO ALL OTHER APPLICABLE TARIFF CHARGES.

- B. Charges will be advanced by the carrier, for expenses incurred by the carrier as a result of the shipper's request to reweigh shipment prior to delivery and after waiving their right to be present at initial weighing of the shipment.
- C. Charges will be advanced by the carrier for expenses incurred by the carrier as a result of transiting bridges and ferries that are subject to officially assessed federal, state, county, or local use fees. (See Note 2 and 3)

Note 1: Item 110 Waiting Time Charges will also apply during any hour of the day, including Saturday and Sundays, without any allowable waiting time, when carrier is prevented by law, regulations, or otherwise from performing over the road transportation due to the nature of the over dimension article(s). The waiting time charge may be applied at origin, destination, or en route and may apply more than once on a shipment.

Note 2: Except as otherwise specifically provided herein, the advancement of ferry charges is restricted to ferries that are subject to officially assessed federal, state, county, or local use fees.

Note 3: When the origin or destination of the shipment or a portion thereof is located at the point accessible only by the use of a ferry, the following provisions apply:

1. The actual ferry charges will be advanced by the carrier and billed to the shipper as an advanced charge as provided herein.
2. When carrier's normal line-haul equipment cannot be accommodated by the ferry system, shuttle service will be provided, subject to the charge and provisions named in item 26 Part B and Item 103.
3. Waiting time charges as provided in Item 110 of the tariff will apply commencing with the arrival of the carrier's vehicle at the ferry point of embarkation, during the vehicle crossing and terminating when the vehicle disembarks from the ferry. The allowable free waiting time provisions provided for in Item 110 will not apply during the ferry waiting and transportation period described herein.

## Household Goods Transportation Tariff

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### Section 1 – Rules & Procedures

#### Item 28 – RESERVED FOR FUTURE USE

#### Item 29 – RESERVED FOR FUTURE USE

#### Item 30 – Definition of Holidays

Except as otherwise specifically provided in this tariff, reference to the term “holiday” shall be the date such Religious Holidays, U.S. National or officially declared State holidays are observed.

When a holiday falls on a Saturday, the holiday will be observed on the preceding Friday. When a holiday falls on a Sunday, the holiday will be observed on the following Monday.

Charges for holidays in this tariff may only apply when service is rendered within a State on such observed holiday date.

#### **Item 31 – Collection of Shipment Charges on Household Goods Shipments Involving Loss / Destruction in Transit & on Shipments Transported on more than one vehicle (CONT)**

- a. Carrier shall not collect or require a shipper to pay any published freight charges (including any charges for accessorial or terminal services) when that shipment is TOTALLY Lost or Destroyed in transit. The provision of this item shall apply only to the transportation of household goods as defined in NOTE 1 below. Notwithstanding any other provisions of this item, a carrier shall collect and the shipper shall be required to pay any specific valuation charge that may be due. This Item shall not be applicable to the extent that any such loss or destruction is due to the act or omission of the shipper.
- b. In the event that any portion, **but less than all**, of a shipment of household goods is lost or destroyed in transit, the carrier in interstate shall, at the time of disposition of claims for loss or destruction to the articles in the shipment, refund that portion of its published freight charges (including any charges for accessorial or terminal services) corresponding to that portion of the shipment which is lost or destroyed in transit. To calculate the charges applicable to the shipment as delivered that carrier shall multiply the percentage corresponding to the portion of the shipment delivered by the total charges (including accessorial and terminal charges) applicable to the shipment as tendered by the shipper. If the charges computed in the manner set forth above exceed the charges otherwise applicable to the shipment as delivered, the lesser of those charges shall apply. The provisions of this paragraph shall apply only to the transportation of household goods as defined in Note 1 below. Notwithstanding any other provisions of this paragraph, a carrier shall collect and the shipper shall be required to pay, that portion of any accessorial or terminal services rendered which corresponds to the portion of the shipment not lost or destroyed in transit and any specific valuation charge that may be due. The provision of this paragraph shall not be applicable to the extent that any such loss or destruction is due to the act or omission of the shipper. Carrier shall determine, at their own expense, the portion of the shipment not lost or destroyed in transit.

EXCEPTION: When shipment is released at a value greater than 60 cents per Lb. per article, the provisions of paragraph b shall NOT apply.

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**Item 31 – Collection of Shipment Charges on Household Goods Shipments  
Involving Loss / Destruction in Transit & on Shipments Transported on more than one vehicle (CONC)**

- c. Whenever a collect on delivery shipment of household goods, as defined in Note 1 below, is **transported on more than one vehicle** the carrier delivering such split or divided shipment shall observe the following requirements subparagraphs (1), (2) or (3) in the collection of the charges:
1. At the option of the carrier, the collection of the charges attributable to the transportation of the portion of the shipment transported on each vehicle may be differed until all portions of the shipment are delivered; or,
  2. Providing that the charges for the entire shipment have been determined, the carrier may collect at the time of delivery of any portion of the shipment that percentage of the charges represented by the portion of the shipment tendered for delivery; or,
  3. In the event that the charges due to the carrier for the transportation of the entire shipment cannot reasonably be determined at the time any portion of the shipment is tendered for delivery, the carrier shall determine and collect the charges for the portion of the shipment being delivered. The total charges assessed by the carrier for the transportation of the separate portions of the shipment shall not exceed the charges due for the entire shipment.
- d. In the event of the loss or destruction of **any part** of a shipment being transported on **more than one vehicle**, the collection of charges as provided in paragraph c. of this Item shall also be in conformity with the requirements of paragraphs a. and b. of this Item.

Note 1: This item applies only to residence to residence moves and other shipments transported under paragraph 1. of Item 40, Commodity Description of Household Goods.

Note 2: This Item will take precedence over corresponding provisions of Item 20, Payments.

**Item 32 – Broker Services & Application of Charges**

The carrier may choose to utilize the services of licensed and bonded household goods brokers. Shipments booked through such said brokers may be subject to charges in addition to the applicable line haul and accessorial tariff charges. The additional charges will be specified to the broker from which the shipments are received and per the service agreements made with the broker. Refer to item 119 in section 2 of this tariff for the detailed list of approved broker and related charges.

**Item 33 – SIT conversion to Permanent Storage Notification Procedure**

Carrier rendering Storage In Transit (SIT) shall, no less than ten 10. days prior to the expiration of either the specified period of time during which the goods are to be held in such storage or the maximum period of time provided in Item 15 for Storage In Transit, notify the shipper in writing, 1. of the date of conversion to permanent storage, 2. of the existence of a nine months period subsequent to the date of conversion to permanent storage during which the shipper may file claims against the carrier for loss and / or damage which occurred to the goods in transit or during the SIT period, and , 3. of the fact that on the date of conversion the liability of the carrier shall terminate and the property shall be subject to the rules, regulations, and charges of the warehousemen. Said notification shall be by certified mail, return receipt requested.

Carrier holding goods for Storage In Transit for a period of time less than ten 10. days shall, no less than one 1. day prior to the expiration of the specified time during which the goods are to be held in such storage, give notification to the shipper of the information specified in 1., 2. and 3. above, and maintain a record thereof as part of its record of the shipment.

Failure or refusal of the carrier to notify the shipper in accordance with the foregoing shall automatically affect a continuance of carrier liability pursuant to the applicable tariff provision with respect to SIT, until the end of the day following the date upon which notice is given.

Note: This Item will take precedence over corresponding provisions of item 15 Storage In Transit.

**Item 34 – Effective Date Governing Application of Rules, Rates & Charges of this Tariff**

Except as otherwise specifically provided in this tariff all rules, rates, and charges in effect on the date shipment is picked up shall apply.

See specific provisions in Item 15 Storage In Transit and the application of peak season charges in Section 2 for effective dates governing application of these provisions.

**Item 35 – Procedures Governing the Processing, Investigation & Disposition of Overcharge, Duplicate Payments or Over-Collection Claims (CONT)**

**Section 1: Applicability**

The regulations set forth in this rule govern the processing of claims for overcharge, duplicate payment, or Over-Collection for the transportation of property in interstate by carrier licensed by the Department of Transportation.

**Section 2: Definitions**

- a. "Carrier" means a motor common carrier licensed by the Department of Transportation.
- b. "Overcharge" means an overcharge as defined in Sections 204a 6. and 406a 6. of 49 CFR 1008. It also includes duplicate payments as defined in Paragraph c. and over-collections as defined in paragraph d. of this section when a dispute exists between the parties concerning such charges.
- c. "Duplicate Payment" means two or more payments for transporting the same shipment. Where one or more payment is not the exact amount of the applicable tariff rates and charges, refunds shall be made on the basis of the excess amount over the applicable tariff rates and charges.
- d. "Over-Collection" means the receipt by a household goods carrier of a payment in excess of the transportation and / or accessorial charges applicable to a particular shipment of household goods as defined in 49 USC 13102 (10) and 10102 (11) in carrier's applicable tariff.
- e. "Unidentified Payment" means a payment which a carrier has received but which the carrier is unable to match with its open accounts receivable or otherwise identify as being due for the performance of transportation services.
- f. "Claimant" means any shipper or receiver, or its authorized agent, filing a request with a carrier for the refund of an overcharge, duplicate payment, or over-collection.

**Section 3: Filing & Processing Claims**

- a. A claim for overcharge, duplicate payment, or over-collection shall not be paid unless filed in writing with the carrier that collected the transportation charges. The collecting carrier shall be the carrier to process all such claims. When a claim is filed with another carrier that participated in the transportation, that carrier shall transmit the claim to the collecting carrier within 15 days after receipt of the claim. If the collecting carrier is unable to dispose of the claim for any reason, the claim may be filed with or transferred to any participating carrier for the final disposition.
- b. A single claim must only be filed per a single shipment.

**Section 4: Documentation of Claims**

- a. Claims for overcharge, duplicate payment, or over-collection shall be accompanied by sufficient information to allow the carrier to conduct an investigation and pay or decline the claim within the time limitations set forth in Section 8. Claims shall be filed on the carrier's or his agent's, specific claim form and shall include the claim number assigned to the claim by the carrier or his agent and the amount of the refund sought to be covered, if known.
- b. Claims for overcharge shall be accompanied by the original PAID bill of lading. Additional information may include, but is not limited to:
  1. The rate, classification, or commodity description or weight claimed to have been applicable.
  2. Complete tariff authority for the rate, classification, or commodity description claimed.
  3. Bill of Lading payment information.
  4. Other documents or data which is believed by claimant to substantiate the basis for its claim.

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**Item 35 – Procedures Governing the Processing, Investigation & Disposition of  
Overcharge, Duplicate Payments or Over-Collection Claims (CONT)**

- c. Claims for duplicate payment and over-collection shall be accompanied by original PAID bill of lading for which charges were paid and bill of lading payment information.
- d. Regardless of the provisions of Paragraph a., b., and (c) of this section, the failure to provide sufficient information and documentation to allow a carrier to conduct an investigation and pay or decline the claim within the allowable time limitations shall not constitute grounds for this allowance of the claim. Rather, the carrier shall comply with section 5 (c) to obtain the additional information required.
- e. A carrier shall accept copies instead of the original documents required to be submitted in this section where the carrier is furnished with an agreement entered into by the claimant that indemnifies the carrier for subsequent duplicate claims that might be filed and supported by the original documents.

**Section 5: Investigation of Claims**

- a. Upon receipt of a claim, whether written or otherwise, the processing carrier shall promptly initiate an investigation and establish a file, as required by Section 6.
- b. If a carrier discovers an overcharge, duplicate payment, or over-collection, which has not been the subject of a claim, it shall promptly initiate an investigation and comply with the provisions in Section 9.
- c. In the event the carrier processing the claim required information or documents in addition to that submitted with the claim, the carrier shall promptly notify the claimant that a written claim must be file before the carrier becomes subject to the time limits for settling such a claim under Section 8.

**Section 5: Investigation of Claims**

At the time a claim is received the carrier or his agent shall create a separate file and assign it a successive claim 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 acknowledgement of receipt required under Section 7. If pertinent to the disposition of the claim, the carrier shall also note that number on the shipping order and delivery receipt, if any covering the shipment involved.

**Section 7: Acknowledgement of Claims**

Upon receipt of a written claim, the carrier shall acknowledge its receipt in writing to the claimant within 30 days after the date receipt except where the carrier shall have paid or declined the claim in writing within that period. The carrier shall include the date of receipt in its written acknowledgement and shall also enter this date on the face of the written claim, which shall be placed in the file for that claim.

**Section 8: Disposition of Claims**

The processing carrier shall pay, decline to pay, or settle each written claim within 120 days after its receipt by the carrier, except where the claimant and the carrier agree in writing to specific extension based upon extenuating circumstances. If the carrier declines to pay a claim or makes settlement in an amount different from the sought, the carrier shall notify the claimant in writing, of the reason(s) for its action, citing tariff authority or other pertinent information developed as a result of its investigation.

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**Item 35 – Procedures Governing the Processing, Investigation & Disposition of Overcharge, Duplicate Payments or Over-Collection Claims (CONC)**

**Section 9: Disposition of Unidentified Payments, Overcharge, Duplicate Payments & Over-collections not supported by Claims**

- a. 1. Carrier shall establish procedures for identifying and properly applying all unidentified payments. If a carrier does not have sufficient information with which properly to apply such a payment, the carrier shall notify the payer of the unidentified payment within 60 days of receipt of the payment and request information which will enable it to identify the payment. If the carrier does not receive the information requested within 90 days from the date of the notice, the carrier may treat the unidentified payment as a payment in fact of freight charges owed to the carrier. Following the 90 days period the regular claims procedure under this part shall be applicable.
2. Notice shall be in writing and clearly indicate that it is a final notice and not a bill. Notice shall include: the check number, amount, and date; the payers name; and any additional basic information the carrier is able to provide. The final notice also must inform payer that: i. applicable regulations allow the carrier to conditionally retain the payment as revenue in the absence of a timely response by the payer; and ii. following the 90 days period the regular claims procedure shall be applicable.
3. Upon the carrier's receipt of information from the payer, the carrier shall, within 14 days: i. make a complete refund of such funds to the payer; or ii. notify the payer that the information supplied is not sufficient to identify the unapplied payment and request additional information; or iii. notify the payer of the carrier's determination that such payment was applicable to particular freight charges lawfully due to the carrier. Where no refund is made by the carrier, the carrier shall advise the payer of their right to file a formal claim for refund with the carrier in accordance with the regular claims procedure under this rule.
- b. When the carrier that participated in a transportation movement but did not collect the transportation charges, find that an over payment has been made, that carrier shall immediately notify the collecting carrier. When the collecting carrier (whether single or joint line-haul) discovers or is notified by such participating carrier that an overcharge, duplicate payment, or over-collection exists for any transportation charge which has not been the subject of a claim, the carrier shall create a file as if a claim had been submitted and shall record in the file the date it was discovered or was notified of the over payment. The carrier that collected the charges shall then refund the amount of the over payment to the person who paid the transportation charges or to the person that made duplicate payment within 30 days from the date of such discovery or notification.

**Item 36 – Rates based on Minimum Weight or Minimum Volume**

- a. When transportation charges for shipments or individual shipper as described in Paragraph a. 1. of Item 40 of this tariff are based on minimum weights or volume, carrier must indicate on the Bill of Lading the minimum weight or volume – base rate, and the minimum charges applicable to the shipment.
- b. If the carrier fails to comply with the provisions of paragraph a. of this item the minimum weight or volume provisions will not apply, and in lieu thereof, the actual weight or actual volume of the shipment will be used to determine the applicable transportation charges.

**Item 37 – Removal or Placement of Property from or to Inaccessible Locations**

It is the responsibility for removal or placement of property 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 permanent stairway (does not include 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.

**Household Goods Transportation Tariff**

**Section 1 – Rules & Procedures**

**Item 38 – Inventory of Items Valued in Excess of \$100 per Pound per Article**

When transportation is performed under the provision of Item 3 Exception 1 of this tariff, a High Value Inventory Form shall apply in conjunction with the bill of lading shall contain the following minimum information:

**Extraordinary Value Descriptive Inventory Form**

ALL ITEMS INCLUDED IN YOUR 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 GREATER THAN \$100.00 PER POUND. TYPICAL HOUSEHOLD GOODS ITEMS THAT FREQUENTLY HAVE A VALUE IN EXCESS OF \$100.00 PER POUND PER ARTICLE ARE: CURRENCY, COINS, JEWELRY, PRECIOUS METALS, PRECIOUS OR SEMIPRECIOUS 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.

**THE PURPOSE OF THIS INVENTORY IS TO ASSIST YOU IN IDENTIFYING ARTICLES OF EXTRAORDINARY OR UNUSUAL VALUE IN ORDER THAT THE CARRIER WILL BE AWARE OF THOSE ITEMS WHICH REQUIRE SPECIAL HANDLING AND PROTECTION FAILURE TO IDENTIFY SUCH**

INV #	WHSE		ITEM DESCRIPTION	CONDITION AT ORIGIN	CONDITION AT DESTINATION	DELIVERY CHECK
	IN	OUT				
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

OWNER (CUSTOMER) AGREES THAT ANY CLAIM FOR LOSS OR DAMAGE MUST BE SUPPORTED BY PROOF OF VALUE AND UNDERSTAND THAT SETTLEMENT WILL BE BASED UPON THE INFORMATION FURNISHED ON THIS INVENTORY FORM 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 SHIPMENT, THE HOUSEHOLD GOODS DESCRIPTIVE INVENTORY, AND ALL OTHER PERTINENT INFORMATION AVAILABLE TO THE CARRIER. IF YOU HAVE NOT LISTED ARTICLES HAVING A VALUE IN EXCESS OF \$100.00 PER POUND PER ARTICLE ON THIS INVENTORY, YOUR SIGNATURE BELOW ATTESTS TO THE FACT THAT SUCH ARTICLES ARE NOT INCLUDED IN YOUR SHIPMENT. IF THROUGH INADVERTENCE OR ANY OTHER CAUSE, ITEMS HAVING A VALUE IN EXCESS OF \$100.00 PER POUND PER ARTICLE ARE INCLUDED IN YOUR SHIPMENT AND YOU FAIL TO LIST THOSE ITEMS ON THIS INVENTORY OR FAIL TO SIGN THIS INVENTORY, YOU EXPRESSLY AGREE THAT THE CARRIER'S LIABILITY FOR LOSS OR DAMAGE TO THOSE ITEMS WILL BE LIMITED TO NO MORE THAN \$100.00 PER POUND PER ARTICLE (BASED UPON THE ACTUAL ARTICLE WEIGHT).

**THIS IS THE INVENTORY AND DESCRIPTION OF THIS SHIPMENT AT ORIGIN AND DESTINATION. ALL CLAIMS FOR LOSS OR EXTERIOR DAMAGE ARE TO BE SUPPORTED BY EXCEPTIONS NOTED ABOVE.**

"WE HAVE CHECKED ALL ITEMS LISTED ABOVE AND ACKNOWLEDGE THAT THIS IS A TRUE AND COMPLETE LIST OF THE GOODS TENDERED AND AS OF THE STATE OF THE GOODS RECEIVED".

**WARNING** 

BEFORE SIGNING – CHECK SHIPMENT, COUNT ITEMS AND DESCRIBE LOSS AND DAMAGE IN THE SPACE ON THE RIGHT ABOVE.

Origin		Destination	
Carrier's Signature	Date	Carrier's Signature	Date
Customer's Signature	Date	Customer's Signature	Date

## Household Goods Transportation Tariff

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### Section 1 – Rules & Procedures

#### Item 39 – Reserved for Future Use

#### Item 40 – Classification of Articles (Commodity Description)

The descriptions of property to which rates, rules, and regulations apply are that class of property defined by 49 USC Section 13102 10. A., as amended, (first proviso) and Section 10102 11. B. (second proviso) and C. (3rd proviso) the title 49 as in effect on December 28, 1995 as a commodity under the following commodity descriptions:

##### 1st Proviso – Household Goods

HOUSEHOLD GOODS. The term “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:

A. Arranged and paid for by the householder, except such term does not include property moving from a factory or store, other than property that the householder has purchased with the intent to use in his or her dwelling and is transported at the request of, and the transportation charges are paid to the carrier by, the householder, or

B. Arranged and paid for by another party.

##### 2nd Proviso – Furniture & Fixtures

FURNITURE, FIXTURES, EQUIPMENT AND THE PROPERTY OF STORES, OFFICES, MUSEUMS, INSTITUTIONS, HOSPITALS, OR OTHER ESTABLISHMENTS when a part of the stock, equipment, or supply of such stores, offices, museums, institutions, hospitals, or other establishments; except that this Subparagraph shall not be construed to include the stock-in-trade of any establishment, whether consignor or consignee, other than used furniture and used fixtures, except when transported as an incident to the removal of the establishment, or a portion thereof, from one location to another.

##### 3rd Proviso – Exhibits & Displays

ARTICLES INCLUDING OBJECT OF ART, DISPLAYS AND EXHIBITS, which because of their unusual nature or value require the specialized handling and equipment usually employed in moving household goods; except that this Subparagraph shall not be construed to include any article, whether crated or uncrated, which does not, because of its unusual nature or value, require the specialized handling and equipment usually employed in moving household goods.

Notice: The released rates authority conferred by Surface Transportation Board Decision No. MC -999, amendment No. 4 Decided December 18, 2001, does not extend to 2nd and 3rd proviso commodities described above. Any carrier limitation of liability applicable to those commodities must be established by shipper declaration or agreement with the carrier.

## Household Goods Transportation Tariff

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### Section 1 – Rules & Procedures

#### Application of Transportation Charges

The transportation charges in this tariff include the loading of the shipment at the point of origin, vehicle transportation to the point of destination, and the unloading of the shipment at destination but do not include the additional services named in section 1 and 2 of this tariff.

The transportation charges apply on a seasonal base; higher peak season charges apply on shipments picked up on April 1st through October 31st of each calendar year. The transportation charges **do not** include the additional services named in section 1 and 2 of this tariff.

The transportation charges apply for the transportation of household goods between points in the United States only as provided for in Item 1 of the tariff. The charges apply between all 48 contiguous states only and based on the shipment's weight and or volume and the origin states and destination states involved in the transportation of the shipment. The rates applicable in this tariff are as included in this section of this tariff.

#### Application of Additional Services

Except as otherwise specifically provided for, the Additional service rates and charges provided for, in this section, apply throughout the United States and are in addition to all other rates in the tariff.

This section of the tariff describes the application of the Accessorial Service items and provides the specific charges that apply.

#### Application of Transportation Charges & Additional Services

Notes to Apply:

1. The transportation charges apply for shipments of household goods consisting entirely of articles embraced in Paragraphs 1. and 2. of Item 40; mixed shipment of household goods embraced in Paragraph 1., 2. and 3. of Item 40; and shipments consisting entirely of object of art, models, mock-ups and prototypes.
2. The transportation charges and additional service rates and charges apply without additional valuation charges when the shipment is released to a value not exceeding 60 cents per pound per article. When the shipment is released or declared at a valuation greater than 60 cents per pound per article, the valuation charges shown in Item 3 will apply in addition to the transportation charges.
3. If the United States Postal Service changes a code area of a postal zip code after the effective date of this tariff, the old code area shall be used for shipment service time frame purposes until a new corresponding code area is incorporated into the revised addition or supplement to this tariff.
4. Transportation charges apply based on the actual weight or volume of the shipment when applicable, subject to the minimum weights or volume provided in the rules of the tariff.
5. The transportation charges in the tariff also apply BETWEEN points in the 48 contiguous United States (including the District of Columbia) as provided for in this section of the tariff.

## Household Goods Transportation Tariff

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### Section 2 – Rates

#### Item 100 – Containers and Packing Services

Except as otherwise provided, packing service charges apply at the location where the service is provided when carrier performs packing, unpacking, crating or uncrating service for the shipment (See Note 1)

NOTE: Please see appendix PS for the complete Packing Materials & Services charges.

#### FULL PACKING SERVICE (See Note 6)

Full Packing Service includes all of the cartons, containers and packing service required and provided by the carrier to pack the shipment for interstate transportation (See note 2).

Full Packing Service rate apply based on the net weight of the shipment and includes all cartons and containers furnished by the carrier and the packing of such cartons and containers. All cartons and containers remain the property of the consignee. If the consignee or their agent requests unpacking (which includes disposal of such cartons, if requested), separate rates apply, as requested by the shipper, in addition to the rates for Full Packing Service. If the carrier is requested to perform Full Unpacking Service on a date after the date of the delivery, a minimum charge will apply. This service may only be available at the carrier's origin state and upon availability and at the carrier's sole discretion. The charges in this part apply based on the weight or volume of the shipment.

#### Cartons and Containers

In the event two or more cartons or container must be joined because of the size, shape, or character of the item or items to be packed, each such container or carton that is joined will be counted as one carton for rating purposes. For example, if three 3. picture boxes are joined together to pack an oversized painting, the number of picture boxes used for rating purposes will be 3

When cartons of more than 3 cu. ft. capacity are used and no rate is shown for the carton size, the rate shall be based on the next larger size carton indicated. In applying rates for mattress carton, if the size furnished exceeds any one of the dimension for which rates are shown, the rate for the next larger size will apply.

**Note 1: Rates Not applicable for Carton or Containers Only.** The rates provided DO NOT APPLY for containers or cartons that are supplied but not packed by the carrier.

**Note 1: Repacking Shipper Cartons under Full / Partial Packing Service.** When the carrier, to ensure safe transportation, is required to repack cartons or containers that have been packed by the shipper, packing rates will apply for the Material & Packing such shipper packed cartons require.

#### Item 101 – Stairs Service Charge

NOTE: Please see appendix AS for the complete Accessorial & Special Services Price List including the Stairs Service Charge.

All Shipments shall be subject to a Stairs Service Charge, which shall apply at origin and / or at destination and / or at any extra stop location included in the shipment's order of service based on the amount of flights of stairs the carrier must climb in order to properly service the shipment. It is the responsibility of the shipper to inform the carrier of any limited accessibility for the purpose of applying all service charges required for the servicing of a shipment. The definition of how many steps are considered a flight of stairs is made in the Accessorial Service & Post Contract Form. See appendix AS for Flight of Stairs definition and applicable charges.

#### Item 102 – Long Carry Service Charge

NOTE: Please see appendix AS for the complete Accessorial & Special Services Price List including the Long Carry Service Charge

a. All shipments shall be subject to a Long Carry Service Charge, which shall apply at origin and / or at destination and /or at any extra stop location included in the shipment's order of service based on the distance from the road haul equipment to the door of residence at origin and / or at destination, and /or at any point of extra stop in between, necessary for the completion of the loading and /or unloading of the shipment. It is the responsibility of the shipper to inform the carrier of any limited accessibility for the purpose of properly applying all services charges required for the servicing of a shipment. See appendix AS for applicable charges.

**Item 103 – Shuttle Service Charge**

NOTE: Please see appendix AS for the complete Accessorial & Special Services Price List including the Shuttle Service Charge.

When it is physically impossible for the carrier to perform pickup of the shipment at origin or to complete the delivery of the shipment at destination with normally assigned road haul equipment, Shuttle service charges shall apply for additional pick up or delivery services requested by the shipper, subject to provisions of Item 26 impracticable operation and application of accessorial services. Except as otherwise provided, shuttle service charge will apply to cover the transfer of shipment or part thereof at the point where service is performed, pursuant to extra stop provisions of Item 24. The charge shown includes the cost of shuttle vehicle and labor required to perform the shuttle service. Other Additional Services may apply depending upon the circumstances and conditions at the pickup and delivery locations. These include, but are not limited to, waiting time (Item 110), and Extra Stop (Item 24). See appendix AS for applicable charges.

**Shuttle Service Charges the charges provided in this section are applicable when shuttle service is performed at job sites (residence or storage location) where the shuttle vehicle is obtained.**

**Item 104 – Overnight Waiting Charge**

NOTE: Please see appendix AS for the complete Accessorial & Special Services Price List including the Overnight Waiting Service Charge.

The hourly rate named and provided herein will apply where carrier's road haul equipment is present at origin and / or extra stop points, and / or at destination, when waiting overnight by the request of the shipper or the shipper's failure to inform carrier of loading time limitations at origin, extra stops en route, and / or at destination. Any overnight fee will be in addition to the transportation charges due to the carrier at time of delivery of shipment at destination prior to the unloading of the shipment. It is the shipper's responsibility to inform carrier of any specific instruction necessary to complete pickup, extra stop loading or unloading and delivery at destination. See appendix AS for applicable charges.

**Item 105 – Piano Handling Charge**

NOTE: Please see appendix BA for the complete Bulky Articles Price List including the Piano Handling Charge.

Any movement of a piano for the purpose of transportation as part of a household goods shipment or as an individual item will be charged in addition to all transportation charges due to the carrier at time of delivery of shipment at destination prior to the unloading of the shipment and is subject to the applicable minimum transportation charge, subject to the carrier's ability to furnish equipment and qualified personnel. See appendix AS for applicable charges.

If carrier is unable to furnish or secure the equipment or qualified personnel, the shipper, owner or consignee of the shipment will be responsible for arranging such service.

**Item 106 – Motorized Vehicle Charge**

NOTE: Please see appendix BA for the complete Bulky Articles Price List including the Motorized Vehicle Charge.

Any movement of a motorized vehicle such as but not limited to: motorcycle, or ATV for the purpose of transportation as part of a household goods shipment or as an individual item will be charged a fee in addition to all transportation charges due to the carrier at time of delivery of shipment at destination prior to the unloading of the shipment and is subject to the applicable minimum transportation charge, subject to the carrier's ability to furnish equipment and qualified personnel. See appendix AS for applicable charges.

If carrier is unable to furnish or secure the equipment or qualified personnel, the shipper, owner or consignee of the shipment will be responsible for arranging such service.

**Item 107 – Labor & Handling Service Charge**

This fee is a cost applied at booking to all customers moves. It is used to assist with covering the cost associated with loading and preparing the truck with materials needed for the move such as padded blankets and pads, tape, shrink wrap, etc. It assists with covering expenses associated with the maintenance of the warehouse, upkeep of our fleet of vehicles, surveillance of the warehouse, the labor for the warehouse, or relating to delays caused because the truck was already dispatched and the customer delayed their delivery, etc. It is utilized to assist with covering the expenses when a customer unexpectedly requires longer storage in transit than what was requested at the time of booking. This fee is also meant to assist with covering the charges associated with the cost encountered when it is required of us to place items into a storage facility in close proximity to the customer's residence if the customer cannot fulfill their financial obligation for payment at the destination. It covers the compensation of administrative staff and crew associated with locating the storage facility, securing the storage unit, travel to and from the facility, labor needed for unloading customer's items from the truck to the storage unit; and vice versa when needed. Lastly, this fee will also help compensate for additional fees incurred when servicing shipments in rural locations. Fee is calculated at \$6.00 per cubic foot of volume and can be discounted at carrier's discretion.

## Household Goods Transportation Tariff

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### Section 2 – Rates

#### Item 108 – Redelivery Service Charge

NOTE: Please see appendix AS for the complete Accessorial & Special Services Price List including the Redelivery Service Charge.

If, in the judgment of the carrier it is necessary to use the SIT service due to the shipper's or consignee's unavailability or no payment availability at time of delivery, a SIT in addition to a Redelivery Service Charge will apply in addition to the transportation charges due to the carrier. Redelivery charges are subject to the minimum weight or volume provisions provided for in this tariff. See appendix AS for applicable charges.

#### Item 109 – SIT Service Charge

Storage In Transit charges are in cents per pound or dollars per cubic foot and apply based on the location of the facility where storage-in-transit service is provided, except as provided in Note 1 below. Charges for this service shall be based on the actual weight of the goods stored in transit, subject to the weight or volume minimum provisions in this tariff except as provided in Note 2 below.

Note 1: The carrier will provide Storage-in-Transit service at the location requested by the shipper subject to availability and advanced arrangements made by shipper. If storage facilities (carrier or foreign warehouse location) as requested are not available, shipper will be advised, and storage will be effected at a. the nearest available facility (carrier or foreign warehouse location) OR b. otherwise agreed facility. In which case, charges will be assessed based upon the location of such agreed upon storage facility.

If the carrier elects, for its own convenience, to provide Storage-in-Transit service at a location that was not requested OR agreed to by the shipper, charges will be assessed based upon the location as requested or agreed to by the shipper.

Note 2: The Storage-in-Transit charges on shipments or portions thereof moving under the provision of Item 5, Paragraph b.), Complete Occupancy of Vehicle or Item 111, Light & Bulky Article, will be based on the weight or volume at which the transportation rate is based and subject to the minimum weight or volume provisions in this tariff.

Note 3: A SIT Valuation charge equal to ten (10%) percent of the applicable shipment valuation charge named in Item 3 of the tariff will apply for each storage period of 30 days or fraction thereof, in addition to the charges named in this item.

Note 4: All SIT services are subject to a storage handling fee as indicated in appendix AS and in addition to all applicable transportation charges and accessorial service charges. See appendix AS for applicable charges.

#### Item 110 – Waiting Time Charge

Note 4: All SIT services are subject to a storage handling fee as indicated in appendix AS and in addition to all applicable transportation charges and accessorial service charges. See appendix AS for applicable charges.

The hourly rate named and provided herein will apply where carrier's road haul equipment is present at origin and / or extra stop points, and / or destination, when waiting over one 1. hour for the shipper or consignee for whatever reason. Any hour or portion of an hour thereto will be charged an hour thereof. The shipper is responsible for the payment of this Item in addition to the transportation charges due the carrier at time of delivery of shipment at destination prior to the unloading of the shipment. See appendix AS for applicable charges.

## Household Goods Transportation Tariff

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### Section 2 – Rates

#### Item 111 – Light & Bulky Article Classifications & Price List

NOTE: Please see appendix BA for the complete Bulky Articles Price List.

When the shipment includes light or bulky articles as listed below, an additional fee will apply, subject to a minimum charge and the terms of this item. (Charge does not apply to articles capable of being safely transported in standard cartons as listed in Item 40). See appendix AS for applicable charges.

MOTORCYCLES, MOTORBIKES, GO-CART, 3 OR 4 WHEEL ALL TERRAIN VEHICLES, SNOW MOBILES, MOTORIZED GOLF CARTS, RIDING MOWERS; JET SKIS, WIND SURFERS, CANOES, DINGHIES, KAYAKS, SCULLS, SKIFFS AND ROWBOATS; when mounted on trailer, the bulky article charge will apply twice (i.e. once for each article named and once for each trailer);

SATELLITE TV or RADIO RECEIVING DISCS/DISHES, including mounts, stands and accessorial equipment; ORGANS, PIANOS AND HARPSICHORDS, any size;

PLAYHOUSES, DOLL HOUSES, TOOL SHEDS, UTILITY SHEDS, OR ANIMAL KENNELS or HOUSES; BATH TUBS, HOT TUBS, SPAS, WHIRLPOOL BATHS AND JACUZZIS.

Note 1: When shipment contains two or more bulky articles, the space occupied by the articles for that shipment will be the sum of the individual articles for each bulky article calculated separately. The fee for bulky articles will be the sum of the cubic feet occupied by such articles multiplied by the actual rate subject to a minimum charge. Please refer to the Accessorial & Special Services Table for the applicable rates.

Note 2: Except as otherwise provided, in determining the lengths for the purpose of this item, all fractions of a foot will be disregarded. For all bulky articles, the determination of dimension will be by measuring the outside of the item and multiplying the length by the width by the height (in feet) and round the total up to the next whole number which will provide the cubic size of the article and subject to the minimum charge requirement.

Note 3: The length for boats, sailboats, canoes, skiffs, rowboats, dinghies, sculls, and kayaks shall be determined by the straight center line distance between the top center point of the transom and a point perpendicular with the 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 measurements by carrier.

Note 4: Unless otherwise specifically provided, the Bulky Article Charge WILL APPLY for any of the articles contained in this item either whole or in a disassembled or partially disassembled condition. Measurement will be based on the longest applicable disassembled or assembled part. Refer to Note 3 herein for proper measurement of specified articles.

Note 5: No vehicles, pickup trucks, tractors, trailers, mobile homes, RVs, SUVs will be transported by carrier. If such service is required, the carrier will refer the shipper to a third-party car transportation services upon the request of the shipper or the shipper may arrange for such service directly. The carrier will not be held responsible for any transactions prohibited or not provided for in this tariff.

EXCEPTION: This item WILL NOT APPLY when shipper orders Dedicated Truck Service under Item 5 Paragraph C.

#### Item 112 – Reserve for Future Use

- a. Extra Labor charges apply per worker per hour on both a regular time and an overtime basis.
- b. Regular time rates apply when service is provided between 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding holidays. (Refer to Item 30 for definition of Holidays.)
- c. Overtime hours apply when service is performed 1. between 5:00 p.m. and 8:00 a.m. Monday through Friday, excluding Holidays, 2. during any hour on Saturday, Sundays or Holidays.

#### Item 113 – Elevator Service Charge

Elevator Carry: The additional labor required to move a shipment by way of an elevator will result in extended labor time charges. The additional labor time will be charged in order to transport the shipment in an elevator either at the pickup point or destination. The Carrier is not responsible for reserving the elevator for the move in day and verify that the movers will be able to access the elevator and notify the landlord or leasing office of the need to reserve and utilize the elevator.

**Item 114 – Approved Broker Services & Related Charges**

Shipments received through the brokers listed below will be added the associated charges in addition to any and all other applicable tariff charges

Broker Name	
Moving Services SP - DOT 3705017	
Description of Charge	Amount / Term
Binding Estimate Fee/Labor & Handling - Charge to cover unexpected fees, mileage, labor, handling.\$6.00 per cf. ft.	

Broker Name	
Loyal Moving and Storage - DOT 4256547	
Description of Charge	Amount / Term
Binding Estimate Fee/Labor & Handling - Charge to cover unexpected fees, mileage, labor, handling.\$6.00 per cf. ft.	

Broker Name	
North American Moving Services LLC - DOT 3403416	
Description of Charge	Amount / Term
Binding Estimate Fee/Labor & Handling - Charge to cover unexpected fees, mileage, labor, handling.\$6.00 per cf. ft.	

Broker Name	
Description of Charge	Amount / Term

Item 115 - Line-haul Rates (CONT)

Line-haul Zoning

Zone	States in zone
1	NV, CA, UT, AZ
2	NM, CO, ID, WA, OR
3	TX
4	MT, WY, ND, SD, NE, KS, OK
5	MN, IA, MO, AR, LA, WI, IL, MS, MI, IN, OH, KY, TN, WV, AL, GA, FL, SC, NC, WV, VA, PA, NY, ME, NH, VT, MA, RI, CT, NJ, DE, MD



Item 115 - Line-haul Rates (CONT)

**ZONES Line-haul: Volume Rate Schedule 0**

Cu. Ft.	ZONE1	ZONE2	ZONE3	ZONE4	ZONE5
200-299	6.00	6.00	7.00	7.00	8.00
300-399	6.00	6.00	7.00	7.00	8.00
400-999	6.00	6.00	7.00	7.00	8.00
1000-And Up	6.00	6.00	7.00	7.00	8.00

**ZONES Line-haul: Weight Rate Schedule**

Lbs.	ZONE1	ZONE2	ZONE3	ZONE4	ZONE5
1400-2093	0.86	0.86	1.00	1.00	1.14
2094-2793	0.86	0.86	1.00	1.00	1.14
2794-6993	0.86	0.86	1.00	1.00	1.14
6994-And Up	0.86	0.86	1.00	1.00	1.14

**Household Goods Transportation Tariff**  
**Explanation of Tariff Abbreviations and Reference Marks**

**U.S. STATE ABBREVIATIONS**

AL	Alabama	KY	Kentucky	ND	North Dakota
AK	Alaska	LA	Louisiana	OH	Ohio
AZ	Arizona	ME	Maine	OK	Oklahoma
AR	Arkansas	MD	Maryland	OR	Oregon
CA	California	MA	Massachusetts	PA	Pennsylvania
CO	Colorado	MI	Michigan	RI	Rhode Island
CT	Connecticut	MN	Minnesota	SC	South Carolina
DC	District of Columbia	MS	Mississippi	SD	South Dakota
DE	Delaware	MO	Missouri	TN	Tennessee
FL	Florida	MT	Montana	TX	Texas
GA	Georgia	NE	Nebraska	UT	Utah
HI	Hawaii	NV	Nevada	VT	Vermont
ID	Idaho	NH	New Hampshire	VA	Virginia
IL	Illinois	NJ	New Jersey	WA	Washington
IN	Indiana	NM	New Mexico	WV	West Virginia
IA	Iowa	NY	New York	WI	Wisconsin
KS	Kansas	NC	North Carolina	WY	Wyoming

**TERMS ABBREVIATIONS**

ADD or ADD'L	Additional	Load/Unload	Loading or Unloading
A.M. or a.m.	Ante Meridian	M.C.	Motor Carrier
Cu. ft.CU	Cubic Foot	MIN	Minimum
CN	Canada	NO	Number
COD	Collect on Delivery	O/T	Overtime
CONC	Concluded	PACK/UNPACK	Packing or Unpacking
CONT	Continued	P/D	Pickup or Delivery
CWT	Hundredweight	PK	Packing
d/b/a	Doing Business As	P.M. or p.m.	Post Meridian
EA	Each	REG	Regula
EAN	Except As Noted	SIT	Storage -in -Transit
EX. P/D	Extra Pickup or Delivery	STB	Surface Transportation Board
HGB	Household Goods Carriers' Bureau Committee	Thru	Through (Inclusive)
DOT	Department of Transportation	Transp.	Transportation
Inc	Inclusive	UN/PK	Unpacking
Jct	Junction	U.S.	United States
DOE	Department of Energy	USPS	United States Postal Service
Lbs.	Pounds	W/T	Waiting Time

**REFERENCE MARKS**

<u>d</u>	Denotes DELETION	<u>N</u>	Denotes NO CHANGE in rates
<u>A</u>	Denotes INCREASES	<u>C</u>	Denotes CHANGE which results in neither increases nor
<u>R</u>	Denotes REDUCTIONS		reductions in charges

US DOT #: 3808951
ICC/MC #: MC-1373781
Van #:
Order #:

Agreed Pick Up Date:
Actual Pick Up Date:
1st Available Delivery Date:
Delivery No Later Than:

**APPENDIX AS**

Description	Service Location / Details	Service Price	Charge
<input type="checkbox"/> Stairs	<input type="checkbox"/> Origin <input type="checkbox"/> Destination	Flight of stairs = 12 Steps. 1 Free. Each additional flight \$75.00	\$
<input type="checkbox"/> Elevator	<input type="checkbox"/> Origin <input type="checkbox"/> Destination	\$85.00	\$
<input type="checkbox"/> Long Carry	<input type="checkbox"/> Origin <input type="checkbox"/> Destination	First 75 ft. Free. Each additional 25 ft. \$25.00	\$
<input type="checkbox"/> Shuttle	<input type="checkbox"/> Origin <input type="checkbox"/> Destination	1.00 Per Cu. Ft. Min \$350.00	\$
<input type="checkbox"/> Storage In Transit (SIT)	<input type="checkbox"/> Origin <input type="checkbox"/> Destination	First 30 days Free. \$0.50 per Cu Ft	\$
<input type="checkbox"/> Extra Stop Origin	Address: 10.00 Miles Free	\$250.00	\$
<input type="checkbox"/> Extra Stop Destination	Address: 10.00 Miles Free	\$250.00	\$
<input type="checkbox"/> Redelivery	N/A	\$ 2.00 Per Cu. Ft. / Min \$500.00	\$
<input type="checkbox"/> Waiting Time	<input type="checkbox"/> Origin <input type="checkbox"/> Destination	\$150.00 Per Hour / \$650.00 Per Day	\$
<input type="checkbox"/> Overnight Waiting	<input type="checkbox"/> Origin <input type="checkbox"/> Destination	\$650.00	\$

Special Delivery Service	Service Details	Service Price	Charge
<input type="checkbox"/> Dedicated Truck	Exclusive Use of A ____ Cu. Ft. Vehicle Ordered	\$3,500.00	\$
<input type="checkbox"/> Expedited Delivery	Deliver on or Before / /	\$2,500.00	\$
<input type="checkbox"/> Complete Occupancy of a Truck	Shipment Completely Occupied A Cu. Ft. Vehicle		\$

<p><b>PICK UP ACKNOWLEDGEMENT:</b> I, the customer / representative, hereby declare that I have the full authority to enter into this agreement with the carrier / its agents and that I will be responsible severally or jointly for the charges listed above. I request the following services to be performed to properly service my shipment; I understand that the services ordered are in addition to the transportation charges applied to my relocation and accept the accessorial service charges as outlines herein. The carrier reserves the right to collect 15% of all charges due in addition to the 100% of a binding estimate or 110% of a non-binding estimate for impracticable operations required at time of delivery.</p>	Total Accessorial Service Charges:	\$	
	Tariff Applicable Discount:	\$	
	Grand Total	\$	
	<b>Grand Total</b>		\$
<p><b>DELIVERY ACKNOWLEDGEMENT:</b> I, the customer / representative, hereby declare that I have the authority to enter into this agreement with the carrier / its agents. All services ordered have been performed and all goods are received in apparently good condition except as noted on the inventory.</p>			
Customer's Signature	Date	Customer's Signature	Date
Carrier's Signature	Date	Carrier's Signature	Date

US DOT #: 3808951
ICC/MC #: MC-1373781
Van #:
Order #:

### APPENDIX BLF

Agreed Pick Up Date:
Actual Pick Up Date:
1st Available Delivery Date:
Delivery No Later Than:

Interlining Carrier / Agent	Address	Contact Phone
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Origin Information			Destination Information		
Customer Name			Customer Name		
Address			Address		
City	State	Zip Code	City	State	Zip Code
Primary Phone		Secondary Phone	Primary Phone		Secondary Phone
Contact Person En Route: Name			Phone:		Fax:

Valuation Information	Services	Charges
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<p><b>THE CONSUMER MUST SELECT ONE OF THESE OPTIONS FOR THE CARRIER'S LIABILITY FOR LOSS OR DAMAGE TO YOUR HOUSEHOLD GOODS <u>CUSTOMER'S DECLARATION OF VALUE THIS IS A TARIFF LEVEL OF CARRIER LIABILITY – IT IS NOT INSURANCE</u></b></p> <p><b>OPTION 1: 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.</b></p> <p><b>Full (Replacement) Value Protection</b> 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, <u>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 \$6,000. 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></p> <p><b>If you wish to declare a higher value for your shipment than these default amounts, you must indicate that value here. Declaring a higher value may increase the valuation charge in your cost estimate. The Total Value of my shipment is: \$_____ (to be provided by the customer) Dollar Estimate of the cost of your move at Full (Replacement) Value Protection: \$_____ (to be provided by carrier)</b></p> <p>I acknowledge that for my shipment I have 1) <b>ACCEPTED</b> the Full (Replacement) Level of protection included in the estimate 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.</p> <p>X _____ (Customer's Signature &amp; Date)</p> <p style="text-align: center;">OR</p> <p><b>Option 2 – WAIVER of Full (Replacement) Value Protection. This lower level of protection is provided at no additional cost beyond the base rate; however it provides only minimal protection that is considerably less than the average value of household goods. Under this option, a claim for any article that may be lost, destroyed or damaged while in your mover's custody will be settled based on the weight of the individual article multiplied by 60 cents. For example, the settlement for an audio component valued at \$1,000 that weighs 10 pounds would be \$6.00 (10 pounds times 60c). Dollar Estimate of the cost of your move under the 60-cents option:</b></p> <p>\$_____ (to be provided by carrier) <b>COMPLETE THIS PART ONLY if you wish to WAIVE the Full (Replacement) Level of Protection included in the higher cost estimate provided (above) (on the prior page) for your shipment and instead select the LOWER Released Value of 60 Cents Per Pound Per Article; to do so you must initial and sign on the lines below – 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 the Full (Replacement) Level of protection for which I have received an estimate of charges; and 2) received a copy of the "Your Rights and Responsibilities When You Move" brochure explaining these provisions.</b></p> <p>X _____ (Customer's Signature &amp; Date)</p>	<table border="1" style="width: 100%;"> <thead> <tr> <th style="text-align: center;">Lbs.@\$</th> <th style="text-align: center;">Cu. Ft.@\$</th> <th style="text-align: center;">\$</th> </tr> </thead> <tbody> <tr><td>Fuel Surcharge 10%</td><td></td><td>\$</td></tr> <tr><td>Packing Labor &amp; Materials</td><td><input type="checkbox"/> Origin <input type="checkbox"/> Destination</td><td>\$</td></tr> <tr><td>Bulky Articles</td><td><input type="checkbox"/> Origin <input type="checkbox"/> Destination</td><td>\$</td></tr> <tr><td>Stairs</td><td><input type="checkbox"/> Origin <input type="checkbox"/> Destination</td><td>\$</td></tr> <tr><td>Elevator</td><td><input type="checkbox"/> Origin <input type="checkbox"/> Destination</td><td>\$</td></tr> <tr><td>Long Carry</td><td><input type="checkbox"/> Origin <input type="checkbox"/> Destination</td><td>\$</td></tr> <tr><td>Shuttle</td><td><input type="checkbox"/> Origin <input type="checkbox"/> Destination</td><td>\$</td></tr> <tr><td>SIT</td><td><input type="checkbox"/> Origin <input type="checkbox"/> Destination</td><td>\$</td></tr> <tr><td>Stg. 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**BILL OF LADING RECEIPT ACKNOWLEDGEMENT:** I, the customer, hereby declare that I have received a copy of this Bill of Lading as required by law. I read, understand and agree to the terms as presented on this contract. I understand that I have up to 3 days from the date of this acknowledgement to cancel my move without penalty. Cancellation after this date must be in accordance with the cancellation policy as detailed on the back thereof.

Customer Signature	Date
Carrier's (Driver)	Date
CC, Cashier's ck, Personal ck, PMO, Cash, App,	ORIGIN PAYMENT
BALANCE DUE AT DESTINATION	
PRICE ADJUSTMENTS	
PMO Cash	DESTINATION PAYMENT
BALANCE DUE TO CARRIER WITHIN 30 DAYS	

**PICK UP ACKNOWLEDGEMENT:** I, the customer / representative, hereby declare that I have the full authority to enter into this agreement with the carrier / its agents and that I will be responsible severally or jointly for the charges applied and listed above. I understand that all pick up acknowledgement charges are based on the actual weight or space occupied by my shipment. I agree and accept the charges as listed above.

Customer's Signature X	Date	Customer Signature	Date
Carrier's Signature X	Date	Carrier's (Driver)	Date

INTERSTATE BILL OF LADING TERMS AND CONDITIONS

Except when transportation is performed under the provisions of item 2(a) of the tariff, the following Bill of Lading Terms and Conditions apply to all transportation performed by carrier in addition and conjunction with all other rules, regulations, rates, and charges in this applicable tariff, which is available for inspection at the facility (s) specified by the carrier. Carrier may furnish provisions of the tariff governing this shipment upon request. This contract is subject to all the rules, regulations, rates and charges in carrier's currently effective applicable tariffs including, but not limited to, the following terms and conditions:

SECTION 1: LIMITATION OF LIABILITY. The carrier or party in possession shall be liable for the physical loss of and / or damage to any articles from external cause and / or the delay of shipment while being carried EXCEPT loss, damage or delay caused by or resulting:
a. From an act, omission or order of customer;
b. From defect or inherent vice of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity or changes therein;
c. From
1. hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (A) by any government or sovereign power, or by any authority maintaining or using military, naval or air forces; or (B) by military, naval or air forces; or (C) by an agent of any such government, power, authority or forces;
2. any weapon of war employing atomic fission or radioactive force whether in time of peace or war;
3. insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such an occurrence;
4. seizure or destruction under quarantine or customs regulations;
5. confiscation by order of any government or public authority; or
6. risks of contraband or illegal transportation or trade.
d. From terrorist activity, including action in hindering or defending against an actual expected terrorist activity. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. The term 'terrorist activity' means any activity which is unlawful under the laws of the United States or any State and which involves any of the following:
1. the hijacking or sabotage of any conveyance (including an aircraft, vessel, cab, truck, van, trailer, container or vehicle) or warehouse or other building;
2. the seizing or detaining, and threatening to kill, injure, or continue to detain, another individual in order to compel a third person (including a governmental organization) to do or abstain from doing any act as an explicitly or implicit condition for the release of the individual seized or detained;
3. an assassination;
4. the use of any (A) biological agent, chemical agent, or nuclear weapon or device, or (B) explosive, firearm, or other weapon or dangerous device (other than for mere personal monetary gain), with intent to endanger, directly or indirectly, the safety of one or more individuals or to cause substantial damage to property; or
5. a threat, attempt, or conspiracy to do any of the foregoing.
e. From delay caused by highway obstruction, or faulty or impassable highways, or lack of capacity of any highway, bridge or ferry, or caused by breakdown or mechanical defect of vehicles or equipment, strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any person or persons taking part in any such occurrence or disorder, and from loss or damage when carrier, after notice to customer or its authorized representative of a potential risk of loss or damage to the shipment from such causes, is instructed by the customer to proceed with such transportation and/or delivery, notwithstanding such risk. or from any cause other than negligence of the carrier; nor shall the carrier be bound to transport by any particular schedule, means, vehicle or otherwise than with reasonable dispatch. The carrier reserves the right to forward the delivery of said property to any carrier or agent, or by any vehicle or vehicles, or by any route between the point of shipment and the point of destination.
f. From Acts of God.
g. For any mechanical or electrical malfunction of appliances or any electronics such as but not limited to computers and computer equipment, piano, radio, television set, VCR, DVD player, barometer, refrigerator, phonograph, clock, air conditioner or other instrument unless caused and or results of improper handling by its employees.
h. For loss or damage caused by ordinary wear and tear, leakage, mold, mildew, termites, rodents, vermin, moths, and other insects, rust, fumigation, heat, natural deterioration, defect of the property, or damage to particle board.
i. For the loss or damage to currency, precious stones, documents, stamps, securities, species, silverware, jewelry, personal electronics such as but not limited to iPod, digital camera, chargers, cell phones, laptops or any valuables unless such articles were specifically declared in writing prior to the move, and unless the additional valuation charges are paid by the customer.
j. From an attempt to get a piece of furniture into an area that said piece has difficulty entering or exiting from. The damage to the said piece and or the property damage that may occur as a result to the customer's request to force items in or out of the residence or any location where said piece is to be forced in or out, are not covered under carrier's liability. The customer at their request will accept responsibility to any and / or all damages that may occur to real property such as but not limited to walls, banisters, doorways, floors, ceilings, etc.
k. For packing damage to any fragile items, concealed items or contents unless packed and unpacked by its employees.
l. For compensation, repair, or replacement of a pair or set of articles, transported in a shipment but only to the specific articles damaged or lost while in its possession. SUBJECT, in addition to the foregoing, to the further following limitations on the carrier's or the party's in possession liability: The carrier's or the party's in possession maximum liability shall be :
1. The lump sum value declared by customer, which may not be less than \$6000.00 or \$6.00 per pound multiplied by the actual weight of the shipment. In pounds, whichever is greater, or
2. The actual loss or damage not exceeding sixty (60) cents per pound of the weight of any lost or damaged article when the customer has released the shipment to carrier, in writing, with the maximum liability limited to sixty (60) cents per pound per article.

SECTION 2: TRANSPORTATION. SCHEDULE. The carrier shall attempt to pick up shipment at origin within one (1) day before or after the requested pick up date and attempt delivery within 30 business days from the first available delivery date requested and no later than the time specified on the face hereof provided that the requested dates are within reasonable dispatch. If the No Later Than Date entered by shipper on the face hereof is less than 30 business days required by the carrier, then 30 business days time limit shall apply to this contract. The carrier shall not be liable for any expenses incurred by a shipper during the time specified in this section. Guaranteed Delivery services are only available to shippers upon the advanced arrangement and payment for such services. If shipment is delayed at the fault of the carrier, the compensation for such delay will be calculated at \$ 25 per every business days before actual pick up date or \$30 for every business days beyond the 30 business days delivery time limit and subject to the limitations included in section 1 of this agreement and per the carrier's applicable tariff. DELIVERY TO STORAGE. If for any reason other than the fault of the carrier, delivery cannot be made at address shown on the face hereof, or at any previously agreed upon changed address, carrier, at its sole discretion, may place said shipments in storage in a warehouse selected by it at the point of delivery or at any other available points, at the cost of the owner, and subject to a lien for all accrued tariff charges. If after shipment is placed in storage, the customer elects to pay all balances due to carrier, the carrier may elect to deliver said shipment and collect all applicable tariff charges at time of delivery or prior to attempting second delivery; if storage is located near customers destination address as listed on the face hereof, the carrier may release the goods to the customer at the storage location in which the delivery was made.

SECTION 3: COLLECTION OF CHARGES: The carrier will collect 100% of a binding estimate or up to 110% of a non-binding estimate provided that no post contract services are required at destination. Any additional post contract services will be collected in full prior to the unloading of the shipment at destination. Pursuant to § 375.703, the carrier reserves the right to collect all post contract services in full in addition to 15% of all charges due in addition to the 100% of a binding estimate or 110% of a non-binding estimate if impracticable operations are required at time of delivery. The carrier reserves the right to collect 15% of all charges due in addition to the 100% of a binding estimate or 110% of a non-binding estimate if impracticable operations are required at time of delivery and 100% of post contract services prior to the unloading at time of delivery.

METHOD OF PAYMENT: 30% is required at time of reservation of service paid by Visa, American Express, Mastercard, Discover, Cashier's Check, Personal Check, Postal Money Order, Cash, Venmo, Zelle, Cash App, Paypal. Upon arrival 50% of the balance must be paid at origin by Visa, American Express, Mastercard, Discover, Cashier's Check, Personal Check, Postal Money Order, Cash, Venmo, Zelle, Cash App, Paypal. Personal check may be accepted if shipment is scheduled for SIT or delivery at destination is in no less than 10 business days. Remaining balance must be paid in full prior to the unloading of the truck at destination by Postal Money Order, Cash. The carrier reserves the right to collect 15% of all charges due in addition to the 100% of a binding estimate or 110% of a non-binding estimate if impracticable operations are required at time of delivery. METHOD OF CONVERSION: Non-Binding Estimates will be calculated by the actual weight of a shipment supported by weight tickets. Binding Estimates will be calculated by utilizing the mandatory conversion formula of the actual cubic feet multiplied by 7.

SECTION 4: PAYMENT FOR SERVICES / INDEMNITY OF DAMAGE. (a) The customer or its authorized representative, upon tender of the shipment to carrier, and upon acceptance of delivery of shipment from carrier, shall be liable, jointly and severally, for all unpaid charges payable on account of a shipment in accordance with applicable tariffs including, but not limited to, sums advanced or disbursed by a carrier on account of such shipment. The extension of credit to either customer or its authorized representative for such unpaid charges shall not thereby discharge the obligation of the other party to pay such charges in the event the party to whom credit has been extended shall fail to pay such charges. (b) The customer shall indemnify carrier against loss or damage caused by inclusion in the shipment of explosives or dangerous articles or goods.

SECTION 5: AUCTION OF SHIPMENT. If shipment is refused by the customer or its authorized representative at destination, or if customer or its authorized representative or owner of property fails to receive or claim it within fifteen (15) days after written notice by United States mail addressed to customer or its authorized representative at post office addresses shown on face thereof, or if customer fails or refuses to pay applicable charges in accordance with carrier's applicable tariff, carrier may sell the property at its option, either (a) upon notice in the manner authorized by law, or (b) at public auction to highest bidder for cash at a public sale to be held at a time and place named by carrier, thirty (30) days' notice of which sale shall have been given in writing to customer or its authorized representative, and there shall have been published at least once a week for two consecutive weeks in a newspaper of general circulation at or near the place of sale, a notice thereof containing a description of the property as described in the bill of lading, and the names of the customer or its authorized representative. The proceeds of any sale shall be applied toward payment of tariff charges applicable to shipment and toward expenses of notice, advertising and sale, and of storing, caring for and maintaining property prior to sale, and the balance if any shall be paid to owner of property; PROVIDED that any perishable articles contained in said shipment may be sold at public or private sale without such notices, if, in the opinion of carrier, such action is necessary to prevent deterioration or further deterioration.

SECTION 6: FILING OF CLAIMS. As a condition precedent to recovery, a claim for loss, damage, delay, overcharge or property damage must be filed in writing with carrier or with CSI Pros (772) 742-5246 claims@csipros.org within nine (9) months after delivery to consignee as shown on the governing Bill of Lading, or in case of failure to make delivery, within nine (9) months after a reasonable time for delivery has elapsed; Per federal law the carrier must participate in Arbitration Program and offer this option to a customer when a settlement cannot be reached. The carrier participates in the Arbitration Program provided by Moving Pros Network LLC (540) 554-8284 movers@datamark.live. Where a claim is not filed or suit is not instituted thereon in accordance with the foregoing provisions, carrier shall not be liable and such a claim will not be paid. All claims are subject to the full payment of services rendered by carrier. The carrier reserves the right to utilize the services of any third party claims processing company at its sole discretion. The claim filing requirements and the terms and conditions for filing claims with the carrier's choice of claims company are hereby incorporated by reference and are a legal part of the carrier's applicable tariff thereof.

SECTION 7: JURISDICTION. If a situation arises in which a settlement cannot be reached or a dispute between carrier and customer cannot be resolved, the customer hereby agrees to the jurisdiction of the county and state of residency of the carrier place of business and waives the right to be served within the carrier's place of business' county and state. Suit must be instituted within two (2) years and one (1) day from the date the carrier notifies the customer that the claim or any parts thereof have been disallowed. Suits involving disputes resulting of interstate relocation must be limited to the governing federal regulations. Customer may only bring suit in circuit or county court in and for the carrier's county and state of residency. Both parties consent to and agree given the relationship to the state, such an exercise is reasonable and lawful.

SECTION 8: CANCELLATION OF SERVICES. The customer has the right to cancel services penalty free within 3days after receiving the Bill Of Lading. The carrier has the right to cancel services ordered by the customer at its sole discretion subject to the complete refund of prepaid deposits. EXCEPT: When cancellation is due to a change of order at origin for which the customer refuses to accept the adjusted rates. Customer may cancel services up to 14 Days before the scheduled move via written notification to info@royalmoving.org Customer must verify that the cancellation notice has been received for a complete refund of prepaid deposits. If services are canceled less than 7 Days before the scheduled move the customer shall forfeit prepaid deposits. Forfeited deposits will be used to pay for expenses incurred due to late notice of cancellation. If cancellation of service by carrier and or customer occurs at the time of pick up, the customer will be held liable for the payment of all services rendered per the carrier's applicable tariff and at full tariff rates.

SECTION 9 TARIFF AVAILABILITY: The carrier's Tariff, by reference, is made a part of the Bill of Lading and is available for inspection at the carrier's facility. Carrier may furnish a copy of provisions of the tariff governing this shipment upon request. This bill of lading incorporates by reference all the services included on the estimate, including any new estimate prepared for the move.

