

Explanation of Abbreviations/Symbols

b'l	.....bill of lading	No.	.....number
CFR	.....Code of Federal Regulations	cu.ft.	.....cubic feet
CWT	.....hundredweight	DOT	.....United States Department of Transportation
OFS	.....order for service	i.e.	.....for example
viz	.....namely	USC	.....United States Code
\$	.....dollars	lbs.	.....pounds
STB	.....Surface Transportation Board	STBP	.....Surface Transportation Board Practitioner

GENERAL RULES**RULE 1 APPLICATION OF TARIFF**

Pursuant to 49 USC Section 13702, transportation rates in this Tariff apply only on the movement of household goods, as defined in 49 CFR 1310.1(c), in common carriage by motor vehicles over irregular routes and in interstate commerce pursuant to the operating authority issued to the carrier by the United States Federal Motor Carrier Safety Administration:

Between all points in the United States (48 contiguous states).

RULE 2 APPLICATION OF RATES

- A. Except as otherwise provided, rates named in this Tariff include one pick-up (interior) and loading at point of origin and one delivery (interior) and unloading at point of destination.
- B. On shipments picked up at or delivered to a warehouse, rates apply only for loading or unloading at exterior door, platform or other points conveniently accessible to carrier's vehicle.

RULE 3 DECLARATION OF VALUE - LIABILITY LIMITATION

SHIPPERS ARE REQUIRED TO STATE SPECIFICALLY IN WRITING, THE AGREED ON, OR DECLARED, VALUE OF PROPERTY MOVED.

- A. On all shipments transported under this Tariff:

When a shipment is released to a value not exceeding 60 cents per pound per article, the base transportation rates will apply with no additional valuation charge. However, when the shipper declares **either a lump sum dollar amount for the value of your shipment that may not be less than \$6000, or an amount per pound that may not be less than \$6.00 per pound, whichever is greater**, an additional full value replacement valuation charge for the declared value will be accessed in accordance with the rates published herein or as amended by supplement. On cubic foot rate estimates, volume shall be converted to weight by multiplying cubic feet by seven (7).

- B. On Storage in Transit shipments where a lump sum value is declared, the base storage rate will apply for the first 60 days and thereafter an added valuation charge of \$1.00 per \$1,000 of released or declared value for each storage period of 30 days, or fraction thereof, will apply.

RULE 4 VALUATION STATEMENTS & CHARGES**A. VALUATION -**

THE FOLLOWING PROVISIONS MUST BE SHOWN ON BILLS OF LADING:

**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)**

Deductibles – You may also select one of the following deductible amounts under the Full (Replacement) Value level of liability that will apply for your shipment. (If you do not make a selection, the "No Deductible" level of full value protection that is included in your cost estimate will apply):

\$250 Deductible (_____ [Customer's initials]) — OR — \$500 Deductible (_____) (Customer's initials)

\$750 Deductible (_____ [Customer's initials]) — OR — \$1,000 Deductible (_____) (Customer's initials)

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

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

X _____

(Customer's Signature & Date)

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

X

(Customer's Signature & Date)

----- OR -----

Option 2 – WAIVER of Full (Replacement) Value Protection. 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)

B. CHARGES FOR FULL VALUE REPLACEMENT

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

**FOR EVERY \$1,000 IN VALUE
SHIPPER PLACES ON SHIPMENT**

**THE ADDITIONAL CHARGE WILL BE
(See Notes 1 and 2):**

DEDUCTIBLE	\$0	\$250	\$500	\$750	\$1000
COST	\$10	\$9	\$8.50	\$8.00	\$7.50

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

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

RULE 5 SERVICING SPECIAL ARTICLES

The transportation rates in this Tariff do not include the servicing of articles or appliances including, but not limited to, refrigerators, freezers, washing machines, clothing dryers, dishwashers, radios, CD players, television sets, VCRs, DVD players, air conditioners and computers and other business machines which, if not properly serviced, might be damaged in or incident to transit. Upon request of the shipper, owner or consignee of the household goods, the carrier will engage a qualified third party as the shipper's agent to perform the servicing. Whenever the services of third parties are procured by the carrier, the carrier shall not assume responsibility for:

- (a) the activities or conduct of the representative(s) of the third party;
- (b) the nature of the charges of the third party; and
- (c) the quality and quantity of the service furnished.

All charges of the third party must be paid by the shipper and are in addition to all lawful transportation charges stated herein. Such charges will be advanced by the carrier and billed to the shipper.

Except as otherwise specifically provided in this Tariff, or as amended, the services covered by this Tariff do not include the handling, loading or unloading of any single article weighing 1,000 pounds or more. The extra handling, loading or unloading in every instance must be provided by the shipper or, if the carrier has additional personnel and equipment available, such extra service upon request of the shipper as per the OFS may be provided by the carrier at charges shown herein. When necessary, such articles must be securely braced and blocked, and when such bracing or blocking require material not forming part of the regular equipment of the vehicle, or extra labor, such material and labor must be furnished by and at the expense of the shipper.

RULE 6 COMPUTATION OF TIME AND TRAVEL TIME

A. Rates named herein shall be computed from the time the carrier's van arrives at shipper's point of origin and end when the shipment has been delivered at the shipper's point of destination. This time shall be referred to as "Job Time". Time spent traveling between the points of origin and destination shall be considered part of "Job Time". In addition to "Job Time", the time shown below shall be added to the bI in order to compensate the carrier for time spent traveling from the mover's warehouse/terminal to the shipper's point of origin and/or from the shipper's point of destination back to mover's warehouse or terminal. This time shall be referred to as "Travel Time". The time specified below as "Travel Time" shall be charged once and shall represent the total "Travel Time" covering both the trip out from the warehouse or terminal and the return trip to the warehouse or terminal. For the purposes of computing total "Travel Time", the carrier shall use either the distance between carrier's warehouse/terminal and shipper's point of origin or the distance between shipper's point of destination and carrier's warehouse/terminal, whichever is greater (see Note 2).

<u>Miles</u>	<u>Travel Time</u>
<u>Standard on all moves</u>	<u>1 Hour</u>

B. Charges shall be computed by multiplying the hourly rate by the job and travel time involved. Fractions of an hour will be disposed of as follows:
Where the time involved is fifteen minutes or less, the charge shall be for one-quarter of an hour. When in excess of fifteen minutes but not more than thirty minutes, the charge shall be for one-half hour. When in excess of thirty minute but not more than forty-five minutes, the charge shall be for three-quarters of an hour. When in excess of forty-five minutes, the charge shall be for one hour.

- Note 1- For mileage determination, see RULE 19.
Note 2- In the case where a shipment is destined to mover's warehouse for storage-in-transit or permanent storage, "Travel Time" shall always be based on the distance between carrier's warehouse/terminal and shipper's point of origin.
Note 3- If more than one vehicle is required or if the removal requires more than one day, "Travel Time" shall apply separately for all men and each vehicle for each day.
Note 4- "Travel Time" only applies on shipments transported under hourly rates (Section 2 of this Tariff).
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RULE 7 INSPECTION OF ARTICLES

When the carrier or his agent deems it necessary to inspect the contents of a package, the carrier shall make or cause such inspection to be made, or require other sufficient evidence to determine the actual character of the property.

RULE 8 ARTICLES LIABLE TO CAUSE DAMAGE

The carrier will not accept for shipment property liable to impregnate or otherwise damage equipment or other property. The carrier will not accept for shipment any article that cannot be taken from the premises without damage to the article and/or the premises.

RULE 9 PERISHABLE ARTICLES OR ARTICLES OF EXTRAORDINARY VALUE NOT ACCEPTED

Unless otherwise provided, the following property will not be accepted for shipment: Bank bills, coin or currency, deeds, notes, drafts or valuable papers of any kind, jewelry, postage stamps, stamp collections, revenue stamps, letters or packets of letters, precious stones, or articles manufactured therefrom or perishable articles. Should such articles come into the possession of the carrier without his knowledge, responsibility for safe delivery will not be assumed.

RULE 10 DEFINITION OF A SHIPMENT

The term "shipment" as referred to in this Tariff, means property received from one shipper, at one point and at one time, for delivery to one consignee at one designation, and covered by one bill of lading. The bill of lading may, however, also specify the name of a person (other than consignee) to be notified upon arrival of shipment at destination. Property of two or more families or establishments, located at different addresses, will not be accepted for transportation as a single shipment, but shall be handled from each address as a separate shipment.

RULE 11 CLAIMS

Any claim for loss, damage or overcharge shall be in writing and shall be accompanied by original paid bill for transportation and original b\l, if not previously surrendered to carrier. Carrier may require that a certified, sworn statement of claim be made under penalty of perjury.

- A. Shipper shall have nine (9) months from the date of the move to file a claim for loss or damage. In accordance with the Surface Transportation Board's June 7, 1996 declaratory order (STB No. 41689), the shipper must notify the carrier of a billing dispute within 180 days of receipt of the bill.
- B. Carrier should be immediately notified of all claims for concealed damage and shall be given reasonable opportunity to inspect for alleged concealed damage in original package.
- C. The carrier's liability shall not exceed the cost of repairing or replacing the property lost or damaged, with materials of like kind and quality, not exceeding the actual cash value of the property at time and place of loss, with due allowance for depreciation or deterioration howsoever caused, but in no event to exceed the released value declared by the shipper in accordance with RULES 3 & 4 of this Tariff.
- D. The carrier's liability with regard to sets or matched pieces shall be limited to repair or replacement of the lost or damaged piece or pieces only, and shall not extend to repair, replacement or recovering of the entire set, but in no event to exceed the released value declared by the shipper in accordance with RULES 3 & 4 of this Tariff.
- E. The carrier's liability for goods shall cease when the shipment has been delivered to and receipted for by the shipper or consignee or authorized agent of either, except as to damage noted at the time of delivery. When the carrier is directed to unload or deliver property at a place or places at which the consignee or its agent is not present, the property shall be at the risk of owner after unloading or delivery.

- F. The carrier shall participate in an alternative dispute resolution program in accordance with 49 USC 14708.
- G. In accordance with 49 USC Section 14706, the shipper shall have two (2) years from the date the carrier gives the shipper written notice that the carrier has disallowed any part of the claim specified in the notice to bring a civil action against the carrier.

RULE 12 DISPOSITION OF FRACTIONS

To dispose of fractions in computing a charge, omit fractions of less than one-half of one cent, and increase to the next whole figure, fractions of one-half of one cent or greater.

RULE 13 INCOMPLETE DELIVERY

When a shipment is tendered for delivery at destination address and it is physically impossible to complete delivery "directly from transporting vehicle" due to inaccessibility of the building, its structure or the nature of an article or articles included in the shipment, the carrier may place the shipment or any part thereof not reasonably possible to deliver, in storage at the nearest available warehouse of the carrier, or a commercial warehouse, to the order and expense of the shipper, owner, or consignee of the goods (for computation of applicable storage-in-transit charges, see ITEM 450 herein). In addition, if, at the end of a move, the shipper causes an incomplete delivery by its inability to pay the maximum amount required to be paid, as shown on the order for service, the carrier may retain enough property to cover the amount required to be paid, provided, however, that the property withheld does not include beds, kitchen tables and chairs. When the shipment or any part thereof is stored in a commercial warehouse, liability of the carrier ceases upon delivery to the warehouse, and when stored in the carrier's warehouse or that of the carrier's agent, liability after the delivery to the warehouse shall be that of a warehouseman and not a common carrier. All accrued charges shall be due and payable upon delivery of the shipment or any part thereof to the warehouse. Later delivery to a final destination shall constitute a new shipment.

RULE 14 BREAKABLE ARTICLES

- A. Articles of a fragile or breakable nature must be properly packed and marked.
- B. Packages containing fragile articles or articles consisting wholly or in part of glass, when packed by the shipper or his agent must be marked by plain and distinct letters designating the fragile character of contents.
- C. When articles of furniture, consisting wholly or in part of glass are covered or wrapped by the shipper or his agent, such articles shall be wrapped in a manner to clearly expose glass surfaces or glass portions.
- D. Where articles are improperly packed, crated or boxed and by reason thereof the contents are most susceptible to damage, carrier will arrange to have such articles properly packed at charges shown in Section I - Additional or Accessorial Charges.
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RULE 15 TOLL OR FERRY CHARGES

- (a) When the shipper requests routing of a shipment involving use of a toll bridge, toll road, ferry or tunnel or when no other practical route is available for carrier's use, carrier may advance the necessary toll or ferry charges and charge the shipper for the amount advanced.
- (b) If such routing is requested by the shipper, the following clause shall be placed on the face of the bill of lading:
- "SHIPPER REQUESTS ROUTING VIA _____ AND AGREES TO
REIMBURSE THE CARRIER FOR INCURRED TOLL AND FERRY CHARGES ADVANCED
BY THE CARRIER"**
- (c) In the absence of specific routing instructions by the shipper, the carrier shall use the most direct route

from point of origin to point of destination except that when two routes available are of approximately equal distance, the carrier shall use the route which shall provide the lowest total charge to the shipper.

RULE 16**ACCEPTANCE OF SHIPMENT BY REPRESENTATIVE OF SHIPPER**

Acceptance of shipment at destination by a representative of the shipper or consignee, such as a maid, building superintendent or employee of the shipper or consignee, shall be considered to constitute acceptance of the shipment by the shipper or consignee.

RULE 17**LEGAL HOLIDAYS**

List of Legal Holidays for rates--See ITEM 200

New Year's Day	Presidents' Day	Independence Day (July 4)
Memorial Day	Columbus Day	Veterans' Day
Thanksgiving Day	Labor Day	Christmas Day

RULE 18**INSURANCE**

If requested by the shipper, the carrier shall procure an insurance policy covering the loss or damage to a shipment or articles in a shipment of household goods; provided, however, that the shipper is issued a policy or other appropriate evidence of insurance purchased and a copy thereof is furnished to the shipper prior to the time of the shipment. Such policy or evidence of insurance shall include (1) the stated value of the shipment, (2) the cost of the insurance, (3) if and what dollar deductible applies, (4) the name, address and telephone number of the insurance company, (5) the type of insurance (i.e., full replacement value, depreciated or whatever).

The cost of such insurance shall be advanced by the carrier and billed to the shipper. This rule does not apply on shipments moving under released valuation shown in RULES 3 and 4, or RULE 21 (Binding Estimates) of this Tariff.

When insurance is procured by the carrier for the benefit of the shipper, the carrier shall not represent to the shipper or consignee that the shipment is insured against all risks unless such insurance in fact affords protection to the shipper from every peril to which the shipment may be exposed during and incident to transportation.

RULE 19**DETERMINATION OF MILEAGE**

Except as otherwise provided herein, where rates are based on mileage, mileage or distance shall be determined as follows:

Mileage shall be the distance from point of origin to point of destination via the shortest available regularly traveled highway route and shall be compiled from distances shown in standard road maps.

From or to points where no mileage is shown, apply mileage from or to the next more distant point where mileage is shown.

From or to points where mileage cannot be obtained as provided above, apply mileage scale for such portion of route where mileage cannot otherwise be obtained.

Where consignor or consignee, for any reason, requests carrier to travel via a longer route than would otherwise be used, the mileage via such longer route will apply. Consignor or consignee shall endorse such request in writing on the b\l as shown in RULE 15 (B) of this Tariff.

RULE 20**PAYMENT OF CHARGES - RELEASE OF SHIPMENT**

The carrier will deliver and relinquish possession of property transported by it when the maximum amount required to be paid, as shown on the OFS, for a shipment has been paid in cash, credit card, money order or certified check, except where other satisfactory arrangements have been made between the carrier and the shipper, in accordance with rules and regulations the United States Department of Transportation may prescribe. Additional tariff charges due, as shown on the bill of lading for the move, must be submitted to the carrier within 30 days of receipt of the bill of lading.

RULE 21**BINDING ESTIMATES**

Written binding estimates will be provided in accordance with the United States Code on a non-preferential basis to all shippers as an alternative to the specific rates and charges in this Tariff.

RULE 22**GOVERNING PUBLICATIONS**

This Tariff is governed, except as otherwise provided herein, by the following described publications and by supplements thereto and subsequent reissues therefore:

- (a) Rand McNally Road Maps (b) Yahoo Maps (<http://maps.yahoo.com/>)
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RULE NUMBERS INTENTIONALLY SKIPPED**RULE 28****DISCOUNTS**

The carrier shall offer reductions in tariff rates and charges in ITEM 200, ITEM 300, ITEM 350, ITEM 600, and ITEM 650 on a non-preferential basis and as follows:

SENIOR CITIZEN DISCOUNT

Upon determination that an individual qualifies for a senior citizen's discount under RULE 28 of this Tariff, the carrier shall compute the total transportation charges and reduce the final sub total (before taxes if any items have been purchased from the motor carrier) by ten percent. The carrier shall make a notation on the bill of lading that the discount is a senior citizen discount in accordance with RULE 28 of its lawful Tariff.

Any person who is 62 years of age or older, shall be considered a senior citizen for the purpose of this rule. To qualify under the provisions of this rule of this Tariff, proof of age will be required. The carrier will accept the following forms of proof: driver's license, government issued birth certificate, Medicaid or Medicare card, or some other local, state or federal identification which bears the person's name and date of birth.

STUDENT DISCOUNT

Upon determination that an individual qualifies for a student's discount under RULE 28 of this Tariff, the carrier shall compute the total transportation charges and reduce the final sub total (before taxes if any items have been purchased from the motor carrier) by ten percent. The carrier shall make a notation on the bill of lading that the discount is a student discount in accordance with RULE 28 of its lawful Tariff.

Any person who is enrolled full-time (12 or more credit hours) in an academic program at an institution of higher education shall be considered a student for the purpose of this rule. To qualify under the provisions of this rule of this Tariff, proof of such enrollment will be required. The carrier will accept the following forms of proof issued by an institution of higher education: student identification card or current student program card along with another government-issued photo identification card. A student program card is a listing of those courses in which the student is enrolled at an institution of higher education and the number of credit hours.

RULE 29 DEFINITION OF STORAGE-IN-TRANSIT SHIPMENT

A. The term "Storage-in-Transit" shall apply to any shipment that, for any reason, requires storage by the motor carrier for a period of time not to exceed 30 days when the carrier's storage facility is in the City of New York or 180 days when the carrier's storage facility is outside the City of New York, with the exception of the overnight storage fee shown in ITEM 400 of this Tariff.

B. The carrier shall furnish the shipper with two copies of one b\l for said shipment which itemizes applicable hourly rates shown in ITEM 200 of this Tariff for the moves into and out of storage and applicable storage-in-transit charges shown in ITEM 450 of this Tariff.

RULE 30 PROTECTION OF SHIPPER'S PROPERTY/REASONABLE CARE

The carrier shall be responsible for protecting the shipper's goods while in transit. There shall be no charge to the shipper for items used to protect the shipper's goods while in transit; the cost of such protection shall be at the expense of the carrier and shall be included as part of the hourly or weight distance transportation rates or alternative rates shown herein, whichever is applicable. The method of protecting the shipper's goods shall be determined by the carrier (i.e. cloth blankets and rubber bands). If the shipper specifically requests in writing an extraordinary method of protecting the shipper's goods, the carrier shall apply the applicable additional charges shown, if any, in Section I of this Tariff.

RULE 31 SHIPMENT OF ARTICLES PREVIOUSLY DAMAGED

When it is requested that the carrier transport articles that are broken or damaged, the shipper shall sign a declaration prior to transportation describing each article that is broken or damaged and the nature of such damage. The carrier may then choose to refuse such articles for shipment pursuant to RULE 8 of this Tariff.

RULE 32 DEFINITION OF COMMERCIAL SHIPMENTS

The term "commercial shipment" shall apply to the transportation of goods commonly used in an office, store, museum, hospital or other similar establishment when moved as part of its furnishings, stock, equipment, such as used furniture, fixtures, works of art, musical instruments, display exhibits and articles that require special handling usually employed in moving household goods.

In accordance with the Interstate Commerce Commission Termination Act of 1995 (effective January 1, 1996), commercial shipments no longer fall under the definition of "household goods"; rather, they are considered a general commodity. Therefore, the carrier may, at its discretion, apply the rates herein to commercial shipments or bill the shipper in accordance with 49 USC Section 13710.

RULE 33 EXPEDITED SERVICE

A 1. Shipments weighing less than 5,000 pounds, which do not meet by virtue of their transportation characteristics, require the exclusive use of a van will be accepted for transportation at published tariff rates subject to carrier's convenience.

2. If shipment is of such character that it cannot be transported with other shipments or if shipper orders "Expedited Service" the provisions of Paragraph (B) and (C) below shall apply.

B 1. When a shipper orders "Expedited Service" on shipments weighing less than 5,000 pounds and not requiring exclusive use of van, and carrier has equipment available, charges on such shipments shall be based on the charge for 5,000 pounds at the rate to a shipment of such weight as minimum.

2. "Expedited Service" means effecting delivery or tendering the shipment for delivery at destination on a date specified by the shipper or shipper's agent but does not require the carrier to furnish exclusive use of the van. If carrier fails, through its fault, to deliver or tender the shipment for delivery on the date specified, the provisions of

Paragraph (A) will apply.

3. When a shipper orders "Expedited Service", the bill of lading shall be endorsed by the shipper and such request shown on the freight bill. The following clause shall be placed on the bill of lading and signed by the shipper:

EXPEDITED SERVICE

"Shipper hereby order delivery on _____ (date). Carrier undertakes to tender shipment for delivery on that date subject to a minimum charge based on 5,000 pounds on the applicable rate to a shipment of such weight".

Shipper's Signature

C 1. When shipper orders exclusive use of equipment, subject to carrier's ability to furnish such equipment, or when a shipment, because of its transportation characteristics cannot be transported with other shipments, charges shall be assessed on the actual weight of shipment at the applicable rate subject to charges assessed on the following:

**WHERE THE VAN REQUIRED
HAS THE CAPACITY OF:**

**CHARGES BASED ON WEIGHT
SPECIFIED AT THE RATE
APPLICABLE FOR SUCH WEIGHTS:**

750 cu ft or less	5,000 pounds
Over 750 cu ft but not more than 1,000 cu ft	7,000 pounds
Over 1,000 cu ft but not more than 1,200 cu ft	8,500 pounds
Over 1,200 cu ft	10,000 pounds

2. When a shipment is of such nature as to require sole occupancy of the van, the carrier shall endorse the bill of lading and freight bill as follows:

"Shipment of such nature as to require sole occupancy of a van of _____ cubic feet capacity. Charges shall be based on weight of _____ pounds at rate applicable to shipment of such weight as minimum."

Carrier's Signature

3. When a shipper has ordered exclusive use of a vehicle, the bill of lading shall be so endorsed by the shipper and such request shown on the freight bill. The following clause shall be placed on the bill of lading and signed by the shipper:

"Shipper hereby order exclusive use of van of _____ cubic feet capacity. Charges shall be based on weight of _____ pounds at rate applicable to shipment of such weight as minimum."

Shipper's Signature

D The capacity of each van, stated in cubic feet, shall be legibly displayed on each side of the van.

RULE NUMBER 34 INTENTIONALLY SKIPPED

RULE 35**BILL OF LADING (CONTRACT TERMS & CONDITIONS OF UNIFORM
HOUSEHOLD GOODS BILL OF LADING)**

The following Contract Terms and Conditions apply to all transportation performed by carrier in addition to all other rules, regulations, rates, and charges in this and other applicable tariffs, which are available for inspection at the location(s) specified by the carrier. 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: The carrier or party in possession shall be liable for physical loss of or damage to any articles from external cause while being carried or held in storage-in-transit EXCEPT loss, damage or delay caused by or resulting:

- (a) From an act, omission or order of shipper;
- (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 delay caused by 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 shipper or consignee of a potential risk of loss or damage to the shipment from such causes, is instructed by the shipper to proceed with such transportation and/or delivery, notwithstanding such risk.
- (e) From Acts of God.

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 either:

- (1) The lump sum value declared by shipper, which may not be less than \$6,000 or \$6.00 per pound multiplied by the actual weight of the shipment, in pounds, whichever is greater,
- (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, or
- (3) The actual (depreciated) value of the lost or damaged articles if carrier fails to obtain a shipper's valuation declaration and signature on the Customer's Declaration of Value notice on the face of this document.

SECTION 2: The carrier shall not be liable for 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, 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. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination.

SECTION 3: (a) The shipper, upon tender of the shipment to carrier, and the consignee, 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 shipper or consignee 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 shipper shall indemnify carrier against loss or damage caused by inclusion in the shipment of explosives or dangerous articles or goods.

SECTION 4: If for any reason other than the fault of carrier, delivery cannot be made at address shown on the face hereof, or at any changed address of which carrier has been notified, carrier, at its option, may cause articles contained in shipment to be stored in a warehouse selected by it at the point of delivery or at other available points, at the cost of the owner, and subject to a lien for all accrued tariff charges.

SECTION 5: If shipment is refused by consignee at destination, or if shipper, consignee or owner of property fails to receive or claim it within fifteen (15) days after written notice by United States mail addressed to shipper and consignee at post office addresses shown on face hereof, or if shipper 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 shipper and consignee, 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 consignor and consignee. 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: As a condition precedent to recovery, a claim for any loss or damage, injury or delay, must be filed in writing with carrier within nine (9) months after delivery to consignee as shown on face hereof, or in case of failure to make delivery, then within nine (9) months after a reasonable time for delivery has elapsed; and suit must be instituted against carrier within two (2) years and one (1) day from the date when notice in writing is given by carrier to the claimant that carrier has disallowed the claim or any part or parts thereof specified in the notice. 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.

RULE 36**NOTICE OF RIGHT TO INSPECT TARIFF TO SHIPPERS**

In accordance with 49 USC Section 13702, the carrier shall not enforce the provisions of this Tariff unless the carrier has given notice that the Tariff is available for inspection in its bill of lading or by other actual notice to individuals whose shipments are subject to this Tariff.

RULE 37**SUMMARY OF INFORMATION FOR SHIPPERS**

Pursuant to Federal regulation (49 CFR Section 375.2), the carrier shall furnish the shipper with the brochure "Your Rights & Responsibilities When You Move" and/or any other brochure(s) that may be mandated after this Tariff is published, which explain carrier limitations of liability as well as other matters pertaining to the interstate transportation of household goods.

SECTION -I - ADDITIONAL OR ACCESSORIAL CHARGES**APPLICATION:**

Except as otherwise specifically provided, rates or charges named in this Section apply to all points and areas, and are in addition to transportation rates and all other lawful charges named in this Tariff, as amended. Rates named are in dollars and cents.

ITEM 100	DESCRIPTION OF ITEM	PER	CONTAINER CHARGE (See Notes 2 & 3)	W/PACK	UNPACK
BOXES AND CARTONS					
Archive Box (15" x 12" x 10")	Each	\$ 3.50	\$3.00	\$2.00	
Barrel, dish-pack, drum, ect.	Each	\$25.00	\$20.00	\$19.00	
Book Carton (1.5)	Each	\$ 2.50	\$7.00	\$7.00	
Box #58	Each	\$ 6.00	\$7.50	\$4.00	
Chair Cartons					
(32" x 36" x 48").	Each	\$16.75	\$3.00	\$2.00	
(36" x 36" x 48").	Each	\$18.50	\$3.00	\$2.00	
China Box.	Each	\$10.00	\$20.00	\$4.00	
Chandelier small	Each	\$75.00	\$20.00	\$19.00	
Chandelier large	Each	\$150.00	\$20.00	\$19.00	
Dish Pack (5.2 cf).	Each	\$12.00	\$20.00	\$19.00	
Electronic Box	Each	\$10.00	\$9.00	\$8.00	
Extra Large Carton (6.1 cu ft).	Each	\$15.00	\$3.00	\$2.00	
File Box	Each	\$20.00	\$11.00	\$4.00	
Glass Box					
Small	Each	\$10.00	\$3.00	\$2.00	
Large	Each	\$11.50	\$3.00	\$2.00	
(32" x 22" x 3-3/4")	Each	\$ 8.50	\$3.00	\$2.00	
Grandfather clock small	Each	\$49.95	\$20.00	\$19.00	
Golf Carton	Each	\$10.50	\$3.00	\$2.00	
Lamp Carton (small).	Each	\$27.99	\$9.00	\$4.00	
Lamp Carton (large).	Each	\$27.99	\$9.00	\$4.00	
Large Carton (4.5 cu ft).	Each	\$ 3.00	\$3.00	\$2.00	
Laydown Carton	Each	\$ 6.00	\$3.00	\$2.00	
Legal Handhole	Each	\$ 7.00	\$3.00	\$2.00	
Linen Boxes	Each	\$ 6.00	\$15.00	\$15.00	
Liquor/Record Box	Each	\$ 6.50	\$3.00	\$2.00	
Medium Carton (3.0 cu ft)	Each	\$ 2.00	\$9.00	\$4.00	
Mirror/Picture Small Box	Each	\$10.00	\$15.00	\$15.00	
Mirror/Picture Large Box	Each	\$10.00	\$15.00	\$15.00	
Mover's Box	Each	\$30.00	\$15.00	\$10.00	
Record (18" x 14" x 14")	Each	\$ 6.50	\$3.00	\$2.00	
Small Carton (14 x 18 x 12)	Each	\$ 1.50	\$3.00	\$2.00	
Television Box (small)...	Each	\$16.00	\$12.00	\$4.00	
Television Box (medium)...	Each	\$20.00	\$15.00	\$4.00	
Television Box (large)...	Each	\$50.00	\$15.00	\$4.00	
Television (Projector/large console)	Each	\$75.00	\$15.00	\$10.00	
Television (Plasma/LCD/Flat screen)	Each	\$105.00	\$15.00	\$10.00	
Television (Extra-large flat screen)	Each	\$150.00	\$15.00	\$10.00	
Utility (36" x 18" x 18")	Each	\$20.00	\$9.00	\$8.00	
Wardrobe	Each	\$25.00	\$20.00	\$20.00	
Washer Block	Each	\$18.20	\$20.00	\$20.00	
X-Large Carton (6.0 cu ft)	Each	\$ 5.00	\$3.00	\$2.00	

STAR INTERNATIONAL MOVERS LLC**MC 734139****USDOT 830931**

DESCRIPTION OF ITEM	PER	CONTAINER CHARGE	W/PACK	UNPACK
BLANKET (sold) . . . (See Note 5)	Each	\$25.00		
BROWN PADS (See Note 5)	Sheet	\$ 5.00		
BUBBLE-WRAP (24" x 12") . . . KRAFT (See Note 5)	Foot	\$ 1.00		
	Foot	\$ 3.00		
CARDBOARD SHEETS (See Note 5)	Each	\$ 4.00		
CARPET PROTECTOR	Foot	\$ 1.00		
COMMERCIAL Standard Bin	Each	\$39.00		
COMMERCIAL BOOK	Each	\$ 5.00		
CORRUGATED SHEETS (48" x 96") . . . (72" x 96") . . . (36" x 36") . . . (See Note 5)	275T	\$ 8.50		
	275T	\$10.50		
	200T	\$13.00		
CRATES Small... Medium... Large... (See Note 6)	Each	\$39.00	\$30.00	\$30.00
	Each	\$49.00	\$40.00	\$40.00
	Each	\$79.00	\$50.00	\$50.00
DUCT TAPE (See Note 5)	Roll	\$ 2.50		
GLASS WRAPPERS (See Note 5)	10	\$ 5.00		
JIFFY WRAP (See Note 5)	Foot	\$ 0.50		
MATTRESS BAGS	Each	\$ 6.50		
MATTRESS CARTON (crib). MATTRESS CARTON (twin). MATTRESS CARTON (full). MATTRESS CARTON (queen/king) (See Note 7)	Each	\$ 9.85	\$7.50	\$4.00
	Each	\$16.50	\$7.50	\$4.00
	Each	\$18.85	\$7.50	\$4.00
	Each	\$49.99	\$7.50	\$4.00
MATTRESS COVER FULL/QUEEN . . . MATTRESS COVER KING . . .	Each	\$11.99	\$15.00	\$15.00
	Each	\$12.99	\$15.00	\$15.00
MOVING PADS (See Note 5)	Each	\$18.00		

DESCRIPTION OF ITEM	PER	CONTAINER CHARGE	W/PACK UNPACK
PAPER PAD (See Note 5)	Each	\$ 4.00	(See Note 3)
PLATE SEPARATORS (See Note 5)	10	\$ 5.00	
PLASTIC COVER (See Note 5)	Each	\$12.00	
TAPE (PVC)..... (See Note 5)	Roll	\$ 2.50	
SHRINK/STRECH WRAP (See Note 5)	Roll	\$25.00	
SOFA (See Note 5)	Each	\$12.00	
STYRO PEANUTS (20 CU FT) (See Note 5)	Bag	\$40.00	
WALL SHEETS (48" x 96") (24" x 12" x 12")	Each	\$16.50	
	Each	\$ 7.00	
WHITE (NEWS) PAPER..... (See Note 5)	1 lb.	\$ 1.00	

NOTE 1: When cartons are used and no rate is shown for size carton used, cartons shall be based on the rate for the next lower size carton shown.

NOTE 2: Container charges shown here include the container and materials, which remain the property of the consignor or consignee.

NOTE 3: Packing and unpacking services performed on the day of the move shall be performed at the hourly rate shown in ITEM 200 of this Tariff. Packing and unpacking services performed on any day other than the day of the move shall be performed at the rate per man-hour shown in ITEM 250 of this Tariff.

NOTE 4: At the request of the consignee, the carrier shall dispose of all containers and materials it has supplied or loaned. If the shipper requests additional disposal services, the carrier shall charge \$0.50 per cu.ft.

NOTE 5: The carrier will take reasonable measures to protect the shipper's goods while in transit at no additional charge to the shipper. This shall include, but not necessarily be limited to, supply of cloth blankets and industrial strength rubber bands . Thereafter, the carrier will supply bubble wrap, cardboard sheets, corrugated paper, glass wrappers, paper blankets, plate separators, tape, shrink wrap, styro loose-fill, and/or white paper if and when the shipper so requests in writing in his own handwriting on the b/l for extraordinary protection and peace of mind, in addition to the basic protection supplied by the carrier, at applicable Tariff rate.

NOTE 6: The packing container charge for crates (minimum charge \$25.00) specially designed for mirrors, paintings glass or marble tops and similar fragile articles includes supplies necessary for the construction of such special crates, which remain the property of the consignor or consignee.

NOTE 7: Two-piece telescope. Price reflects price for each piece.

ITEM 115**LOAN OF MATERIAL**

DESCRIPTION OF SERVICE	PER	RATE
LOAN OF MATERIAL, without performance of packing or unpacking, services:		
BLANKET	Each	\$ 8.00
COMMERCIAL BIN	Each	\$24.00
COMMERCIAL TOTE	Each	\$4.50
DRUM, DISH-PACK (Drum, dish-pack, barrel or other specially designed containers, of not less than 5 cu. ft. capacity, for use in packing glassware, chinaware, brick-a-brac, table lamps or similar fragile articles (see Note 3).)		
New	Each	\$11.00
Used	Each	\$ 8.00
BOXES AND CARTONS		
TV Box Rental.	Each	\$34.00
MATTRESS CARTONS (single/full)...	Each	\$12.00
MATTRESS CARTONS (queen/king)...	Each	\$12.00
WARDROBE CARTONS	Each	\$25.00

NOTE 1: Charge shall apply once on each move regardless of length of time or number of uses required to accomplish total move, except as provided.

NOTE 2: If the container is not released to carrier within 7 days after completion of move, an additional charge of \$ 5.00 per container shall be assessed for each week or fraction thereof the container is detained after the initial 7 days.

NOTE 3: Subject to the availability of barrels, new or used barrels will be provided at the shipper's option.

ITEM 120**PIANOS**

Supply of special equipment including covers, supports, pads, dollies, tools and/or boards or ramps required to handle a piano.

Spinet \$195.00	Upright \$195.00	Baby Grand \$295.00
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Note: NOT APPLICABLE when hoisting and lowering services are performed or when piano is being moved under the terms specified in Rule 21 of this Tariff.

ITEM 130**HOISTING OR LOWERING**

In accordance with the terms stipulated on the OFS, there shall be a \$375 charge if the shipper requests that the carrier perform hoisting or lowering services.

ITEM 140**EXTRA PICK-UP OR DELIVERY**

When, at the request of the shipper, the carrier is required to stop at one or more points in addition to the points of origin and destination, there shall be an additional \$75 charge applied to the b\l.

ITEM 150**LABOR CHARGES**

The applicable regular “Job Time” rates per additional man-hour shown in ITEM 200 herein will apply for additional or accessorial labor services that are not otherwise stated in this Tariff. **Overtime** rates stated in ITEM 200 for each additional man-hour will apply during the time periods stated in ITEM 200.

SECTION -II- HOURLY CHARGES**APPLICATION:**

Rates or charges named are in dollars and cents and are in addition to all other lawful charges named in this Tariff, as amended.

ITEM 200 HOURLY TRANSPORTATION RATES

Rates do not include Additional or Accessorial Services;
Rates apply on Residential Shipments.

Rates and charges shown below apply on the transportation of household goods between all points shown in RULE 1 herein (application of Tariff) when the distance between points of origin and destination is 50 miles or less.

PEAK RATES (FROM MAY 15th to SEPTEMBER 30th):

	<u>Van</u>	<u>Driver</u>	<u>2nd Man</u>	<u>3rd</u>	<u>4th</u>
Monday through Sunday except legal holidays (RULE 17)	\$40	\$40	\$40	\$60	\$60
Legal holidays (RULE 17)	\$40	\$40	\$40	\$60	\$60

OFF-PEAK RATES (FROM OCTOBER 1st to MAY 14th):

	<u>Van</u>	<u>Driver</u>	<u>2nd Man</u>	<u>3rd</u>	<u>4th</u>
Monday through Sunday except legal holidays (RULE 17)	\$40	\$40	\$40	\$60	\$60
Legal holidays (RULE 17)	\$40	\$40	\$40	\$60	\$60

NOTE 1- For Valuation Charges on Hourly Moves See RULE 4.

NOTE 2- There shall be a **2 hour** “Job Time” (See RULE 6) **minimum charge** on all moves.

ITEM 250 HOURLY LABOR RATES FOR PACKING

Rates do not include Hourly Transportation Services;
Rates apply on Residential Shipments.

Rates and charges shown below apply when packing or unpacking services are performed on any day other than a day in which transportation services are performed and for internal moves.

2 Men: \$100/hour (two hour minimum)

Note: The above listed charges are in addition to the container charges shown in Section 1 herein.

SECTION -III- WEIGHT-DISTANCE CHARGES**APPLICATION:**

In accordance with ITEM 200 of this Tariff, when the distance between points of origin and destination is 51 miles or more, the move shall be performed on a weight-distance basis as provided for herein. Charges determined using this method are in lieu of those hourly transportation rates set forth in this Tariff. Rates or charges named are in dollars and cents and are in addition to all other lawful charges named in this Tariff, as amended. They are applied on actual weight shipments when released to a value not to exceed 60 cents per pound per article and include loading, unloading and the actual movement or transportation of property from origin to destination, but do not include additional services referenced herein.

ITEM 300 - PEAK WEIGHT DISTANCE TRANSPORTATION RATES

(May 15th to September 30th)

In Dollars and Cents.

Rates shown in ITEM 375 (base chart) shall be multiplied by 1.37 to adjust for inflation based on Consumer Price Index and then discounted 50% on all moves. Future adjustments for inflation shall be by published supplement to this Tariff.

ITEM 350 - OFF-PEAK WEIGHT DISTANCE TRANSPORTATION RATES

(October 1st to May 14th)

In Dollars and Cents .

**Rates shown in ITEM 375 (base chart) shall be multiplied by 1.37 to adjust for inflation based on Consumer Price Index and then discounted 55% on all moves.
Future adjustments for inflation shall be by published supplement to this Tariff.**

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SECTION -IV- STORAGE-IN-TRANSIT CHARGES**APPLICATION:**

Rates or charges named are in dollars and cents and are in addition to all other lawful charges named in this Tariff, as amended.

ITEM 400 OVERNIGHT STORAGE

There shall be a \$650 overnight storage charge if the shipper requires use of the carrier's vehicle overnight. Should the shipper require storage-in-transit, the provisions of ITEM 450 shall apply.

ITEM 450 STORAGE-IN-TRANSIT

If the carrier owns the warehouse, the charge for storage-in-transit is as follows:

\$ 0.35 per (thirty five cents) per cubic foot per month (\$100 minimum charge) for a maximum of 180 days.

NOTE 1: If a public warehouse (not owned by the carrier) is used, the shipment shall be considered placed in permanent storage.

NOTE 2: Storage-in-transit cannot exceed 30 days if the facility is located within the City of New York or 180 days outside the City of New York.

ITEM 475 WAREHOUSE HANDLING

Warehouse Handling (one time charge): \$300

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SECTION -V- ACCESSORIAL LABOR CHARGES**ITEM 500 Assembly Labor Charge**

Rate per man per hour
for disassembly and
assembly of household items \$50

ITEM 510 Special Labor and Handling Surcharges

There shall be an additional charge whenever one of the following accessorial services listed below is required at the point of origin or the point of destination or at both the points of origin and destination:

(A) Extra Distance Carry Charge

After the first 100-feet, there shall be a charge of \$75.00 applied to the bill of lading for the each additional 100-foot distance or any portion thereof.

(B) Stair Carry Charge

Transportation Rates listed herein shall include up to 7 steps/stairs ("a flight"). There shall be a charge of \$50.00 per flight applied to the bill of lading for any and all flights, except that the first flight shall be free at point of origin only.

(C) Elevator Handling Charge

Transportation Rates listed herein shall not include elevator handling. There shall be a charge of \$75 applied to the bill of lading for the use of an elevator at the point of origin or the point of destination or the points of origin and destination.

(D) Shuttle Charge

If there is no access for a semi at the point of delivery, the following shuttle rates shall apply:

Origin or Destination: \$350/500 cu. ft. or any portion thereof; \$0.50/each additional cu. ft.

(E) Waiting Time

Driver shall contact the shipper 24 hours in advance of move to schedule a pick up time. In the event the carrier arrives at the agreed upon time and the shipper is not prepared to commence the move, the following charges shall apply, notwithstanding the overnight rate referenced in Item 400 of this Tariff:

\$150.00 per hour up to \$650/day.

(F) Re-delivery Charge

Full re-handling/delivery fees are applied when the carrier must make a second attempt to deliver the property if for any reason the shipper did not accept delivery on the first attempt. Any customer who changes their storage in transit order automatically will be charged a redelivery fee:

\$500

SECTION -VI- LONG DISTANCE VOLUME-DISTANCE ESTIMATES**APPLICATION:**

In the interest of providing the carrier with the ability to estimate a move on the basis of cubic feet, the following chart, which is based on a conversion ratio of seven pounds per cubic foot, shall be used to determine probable estimate of cost (when the distance between points of origin and destination is 51 miles or more). The carrier shall still be required to weight the truck prior to billing the shipper in accordance with the STB's final Valuation Order (amendment 5 to RRR 999), effective May 15, 2012. Charges estimated using this method are in lieu of those hourly rates set forth in this Tariff.

ITEM 600 - PEAK VOLUME DISTANCE TRANSPORTATION RATES

(May 15th to September 30th)

In Dollars and Cents.

**Rates shown in ITEM 375 (base chart) shall be multiplied by 1.37 to adjust for inflation
based on Consumer Price Index and then discounted 50% on all moves. Future adjustments for inflation
shall be by published supplement to this Tariff.**

ITEM 650 - OFF-PEAK VOLUME DISTANCE TRANSPORTATION RATES

(October 1st to May 14th)

In Dollars and Cents.

**Rates shown in ITEM 375 (base chart) shall be multiplied by 1.37 to adjust for inflation
based on Consumer Price Index and then discounted 55% on all moves. Future adjustments for inflation shall
be by published supplement to this Tariff.**

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SECTION -VII-

**THIS SECTION REMOVED DUE TO STB INTERPRETATION IN
AMENDMENT 5, TO RRR 999 AND IS RESERVED FOR FUTURE USE**

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SECTION -VIII- WRITTEN BINDING ESTIMATE CHARGES**APPLICATION:**

In accordance with Rule 21 of this Tariff, the carrier shall provide the shipper with the option of having the move performed on a written binding estimate basis. Charges determined using this method are in lieu of those specific transportation rates & charges set forth in this Tariff.

The mover shall offer written binding estimates of the total transportation charges for any shipment of household goods on a non preferential basis to all shippers as an alternative to the specific rates and charges detailed elsewhere in this Tariff.

ITEM 800 WRITTEN ESTIMATES

- (1) Binding estimates shall be in writing, signed and dated by both the carrier and the shipper.
- (2) The written binding estimate shall be based on shipper's full and complete disclosure of property to be moved.
- (3) The written binding estimate shall contain at least, the following information:
 - (a) The mover's name, operating authority number, address and telephone number.
 - (b) The shipper's name, address and telephone number at origin and destination and the physical conditions of the origin and destination facilities pertaining to elevators, stair carries, long haul carry, ect.
 - (c) The duration of the estimate, which must be at least 30 days.
 - (d) A list of all services specifically to be performed and covered by the binding estimate.
 - (e) A detailed tally sheet including the cubic feet of all items to be moved and covered by the binding estimate.
 - (f) The value of the shipment agreed to in writing by the shipper and the carrier.
 - (g) A statement to the effect that the shipment is insured or not insured. If insured, the binding estimate must state the amount of insurance coverage, type of insurance coverage (i.e. full value replacement) and whether or not any deductible clause applies.
 - (h) The total estimate in dollars and cents for all transportation charges and services as agreed to in writing by the carrier or shipper.
 - (i) An hourly rate to be assessed at origin or destination for any additional labor services that are not named on the estimate and are subsequently requested by the shipper.
 - (j) The written binding estimate will not cover delays caused by any impediment to the move which are not caused by the mover.
 - (k) Variances from the estimate will be rules published in this Tariff, which may be superseded by Federal regulations.

ITEM 810 VARIANCES FROM ESTIMATE

- (a) If at the time of the move the actual quantity of goods to be moved (based on the tally sheet) is within the range of ten percent of the quantity shown on the estimate (plus or minus), the goods will be transported at the agreed upon dollar amount of the estimate.
- (b) If at the time of the move the actual quantity (in cubic feet or constructive weight) of the goods to be moved varies by more than ten percent of the quantity shown on the estimate, the binding estimate may be adjusted accordingly, the carrier may submit an entirely new written binding estimate, or the carrier may chose to move shipment at full Tariff rates.
- (c) If at the time of the move the shipper requires additional labor services from the carrier that are not listed on the original binding estimate, an adjustment may be made by the carrier to the binding estimate to reflect the hourly labor rate for additional services as specified in the estimate.
- (d) If at the time of the move the shipper requests additional accessorial services that are not labor related and that are not listed on the original binding estimate, an adjustment may be made by the carrier to the binding estimate to reflect the carrier's published Tariff rates in effect at the time of the move for such accessorial service.

ITEM 820 LIABILITY FOR LOSS AND DAMAGE

In accordance with Rules 3 & 4 of this Tariff, the carrier's liability when performing a transportation movement under a written binding estimate must be explicitly stated on the written binding estimate (see AMENDMENT 5 to RRR 999 for STB interpretation requiring truck to be weighed when shipper does not choose 60 cents per pound option and does not declare specific value of shipment).

ITEM 830 DISPUTES AS TO CHARGES

Whenever a dispute arises over variances between the actual quantity of goods moved or the actual services performed and the written binding estimate given by a carrier, the carrier shall relinquish possession of the entire shipment upon payment of the amount of the written binding estimate plus 10% thereof and the carrier shall defer payment of any remainder for a period of at least 15 days following delivery, excluding Saturdays, Sundays and Holidays as defined herein.

SECTION -IX- FUEL SURCHARGE**ITEM 900 FUEL COST PRICE ADJUSTMENT (SURCHARGE)**

The following percentage Fuel-Related Cost Price Adjustment (Surcharge) will apply on line-haul transportation charges and transportation charges on shipments picked up and delivered into storage-in-transit, as described below:

1. On the first Monday of each calendar month, the "national U.S. average" price of diesel fuel will be determined based on the price stated by the US Department of Energy (DOE), Energy Information Administration's (EIA) survey of "Retail On-Highway Diesel Prices." This price will be obtained by calling the DOE Fuel Hot Line at 202-586-6966 or via the DOE Internet web site at www.eia.doe.gov.
2. If the first Monday of the calendar month is a Federal holiday, the price will be determined based on the stated DOE price available on the next subsequent business day (Tuesday).
3. The DOE fuel price obtained will then be indexed based on the fuel price/adjustment factor matrix set forth in this item to determine the Fuel Cost Price Adjustment that will become applicable on the fifteenth (15th) day of the same month. The adjustment determined will apply for shipments loaded beginning on the 15th day of the month and remain in effect through the 14th day of the subsequent following month starting from the effective date of this item.

For example, if the reported price of self-service diesel fuel determined on Monday, June 5th, is \$1.259 per gallon, a two (2.0%) percent Fuel Cost Price Adjustment will apply for shipments loaded as of June 15th through July 14th. Then, if the reported price of diesel fuel on Monday, July 3rd, increases to \$1.379 per gallon, a three (3.0%) percent Fuel Cost Price Adjustment will apply for shipments loaded as of July 15th, through August 14th.

4. To determine the Fuel Cost Adjustment amount to apply, multiply the applicable line-haul transportation charges and the applicable pickup and delivery transportation charges on Storage-In-Transit shipments by the percentage Fuel Cost Adjustment Factor. The resulting charge is in addition to all other applicable transportation charges.

For example, if the applicable line-haul transportation charge is \$5,300, a two (2.0%) percent Fuel Cost Adjustment Factor would be \$106.00.

When the DOE Fuel Price Per Gallon reported on the first Monday of the month is:	The Fuel Cost Adjustment Factor that becomes effective on the 15 th day of the same month is:
Less than \$3.00	0%
From \$3.00 to \$3.50	7.0%
From \$3.51 to \$4.00	9.0%
From \$4.01 to \$4.50	11.0%
From \$4.51 to \$5.00	14.0%
From \$5.01 to \$5.50	17.0%
From \$5.51 to \$6.00	19.0%
Over \$6.01	(See Note 1)

Note 1: If the DOE fuel price per gallon exceeds \$6.00, the 19% fuel surcharge, subject to paragraphs 1 through 4 herein, will be increased by an additional 1% for every 10 (\$0.10) cents, or fraction thereof, per gallon increase in the price above \$6.00 per gallon.

Note 2: Notwithstanding any other provisions of the tariff, the Fuel Cost Adjustment Factor WILL APPLY to transportation charges applicable on storage-in-transit shipments when such shipments are delivered to or removed from the storage-in-transit location during the period that the Fuel Cost Adjustment Factor is in effect.

Note 3: The Fuel Cost Adjustment Factor WILL BE SHOWN SEPARATELY from the line-haul revenue on carrier transportation documents for the purpose of identifying the amount as special fuel-related revenue.

Note 4: Fractions obtained in the calculation of the Fuel Cost Adjustment Factor will be disposed in accordance with this Tariff.

ITEM 910 FUEL COST PRICE ADJUSTMENT (SURCHARGE) RATES

The applicable Fuel Surcharge affecting this Tariff is determined based on the national U.S. average price of diesel fuel reported by the U.S. Department of Energy. To determine the DOE reported price, call the DOE Fuel Hotline at 202-586-6966.

END OF TARIFF STB-MT No. 1

TARIFF PREPARED BY JAMES LAMB, REGISTERED STBP

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