

**KMS  
TARIFF 1000  
INTERSTATE  
COURSE**

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## **I. APPLICATION OF TARIFF**

This tariff applies for the transportation of household goods shipments by Atlas Van Lines, Inc. (Atlas or carrier) between points in the United States and Canada, as follows:

- A. Between points in the United States, including Alaska (via motor-water-motor only and not all motor service), but excluding Hawaii
- B. Between points in the United States (including Alaska, but excluding Hawaii), on the one hand, and, on the other, points in Canada.
- C. International shipments between points in the United States and Mexico and overseas shipments between points in other foreign countries and the continental United States are not included in the application of this tariff.

## **II. INCORPORATED PUBLICATIONS**

- A. When a mileage radius is given, that radius will include all points within the described number of highway miles from the point that designates the mileage basing location of such named city as shown in the governing Mileage Guide. Where cities or points are partly within the described number of miles, they will be considered as wholly within the described number of miles.

## **III. BILL OF LADING AND RATES**

- A. Unless otherwise provided for in this tariff, when transported property is subject to the provisions of this tariff, the Atlas Household Goods Bill of Lading must be used and accepted.
- B. The rates and charges in this tariff are conditioned upon the use of the Atlas Household Goods Bill of Lading and no other bill of lading may be used except as provided.
- C. Any alteration, addition or erasure on a bill of lading must contain a special notation by the carrier's agent who issued the bill of lading. Without a special notation, the original bill of lading will be enforced, and changes will be disregarded.
- D. Except as otherwise provided in this tariff, rates apply via all routes made use of by Atlas.
- E. Household Goods Bill of Lading Contract Terms and Conditions
  - 1. This is the contract of carriage between Atlas Van Lines, Inc. ("we" or "us") and you, the owner(s) and/or shipper of the goods covered by this contract. If your goods are being moved under a contract between us and your employer or another party, the terms of that contract will apply, PROVIDED THAT, BY ACCEPTING DELIVERY OF THE SHIPMENT, YOU WILL BE LIABLE FOR THE PAYMENT OF ALL CHARGES IF THE EMPLOYER OR

OTHER THIRD-PARTY DOES NOT PAY THEM. We agree to transport your household goods under the following terms:

- a) All of the provisions of our tariff (available on request), including those setting out the charges for your shipment, some of which may not be included on the front of this bill of lading, are incorporated into this contract.
- b) We are not obligated to transport your shipment by any particular schedule, means or vehicle, other than with reasonable dispatch. We may deliver your shipment on any date within the delivery dates specified in this bill of lading. If we cannot make delivery at the address shown on this bill of lading or any other address of which you have notified us for any reason that is not our fault (including your failure to pay amounts due or unavailability to accept delivery on a date within the specified delivery dates), then we, at our option, may store your shipment at your cost in a warehouse selected by us in the general area of the specified destination and may exercise all rights available to use under the law.
- c) You, upon tender of the shipment to us, and the person to whom the goods are to be delivered if different than you (the "Recipient"), upon acceptance of delivery of the shipment from us, shall be liable, together and individually, to pay all charges due on account of the shipment pursuant to our tariff. The extension of credit, if any, to either you or the Recipient for unpaid charges shall not relieve the other party of the obligation to pay the charges. YOU AND THE RECIPIENT ARE LIABLE TO US FOR A SERVICE CHARGE EQUAL TO ONE PERCENT (1%) OF THE UNPAID CHARGES FOR THE SHIPMENT (MINIMUM \$20.00) FOR EACH THIRTY (30) DAY PERIOD THAT THE CHARGES REMAIN UNPAID AND FOR THE FULL AMOUNT INCURRED BY US IN COLLECTING ANY AMOUNT DUE ON YOUR SHIPMENT, INCLUDING COSTS AND ATTORNEYS' FEES.
- d) Subject to the exceptions and limitations set forth below, we shall be liable for physical loss, damage or delay to your goods from external causes while we are transporting them or they are being held in storage-in-transit. We will not be liable for any such loss, damage or delay caused by or resulting from
  - (1) your or the Recipient's act or omission;
  - (2) defects in the goods or loss or damage that is unavoidable due to the nature of the goods, including susceptibility to damage because of atmospheric conditions and changes in those conditions, such as humidity or temperature;
  - (3) hostile, warlike or terrorist activity, government action, strikes, lockouts or civil disturbances (all as further defined in our tariffs);
  - (4) acts of God; and

- (5) with respect only to delays, highway obstructions, faulty, inadequate or impassable highways or bridges, lack of ferry capacity, or breakdowns or mechanical defects in vehicles or equipment (from any cause other than our negligence). In particular, we shall not be liable for and you shall indemnify us against loss or damage caused by the inclusion in your shipment of explosives or dangerous articles.
- e) In addition, our liability will be limited by the valuation option that is selected by you on the order for service or, if your employer or another party is paying for your move, by that party. Our maximum liability shall be:
- (1) the lesser of 60 cents per pound times the actual weight of any lost or damaged article or the actual loss or damage to the article if the shipment was released to us with liability limited to 60 cents per pound per article;
  - (2) the greater of \$6.00 per pound times the weight of the shipment or the declared lump sum value, in each case subject to a minimum of \$10,000, subject to any selected deductible option and the specific terms of Item 1502 (Full Value Protection) of our tariff; or
  - (3) If no value is declared, \$6.00 per pound times the weight of the shipment, subject to the specific terms of Item 1502 (Full Value Protection) of our tariff. The weight used for determining the minimum valuation shall be the actual weight or, if the shipment is transported pursuant to the terms of Item 1501 (Binding Estimate Program) of our tariff, the estimated weight. The terms of our tariff contain more complete explanations on the limits of our liability, give us the option to repair or replace items on which claims are made and set specific limits on certain items, e.g. automobiles.
- f) In order to be able to recover any amount from us, you must file a written claim with us for any loss, damage, injury or delay. We must receive your claim at our headquarters within nine months after delivery of your shipment. If we fail to deliver your entire shipment, we must receive your claim at our headquarters within nine months after a reasonable time for delivery has passed. You must file any lawsuit within two years and one day from the date when we give you written notice that we have disallowed your claim or any part of it. We may not pay your claim if there are charges due on your shipment. If your claim is for an overcharge, you must contest the charges with us within 180 days of receipt of the initial bill for the charge and file a lawsuit within 18 months of delivery of your shipment. When you do not file a claim or lawsuit within the time periods indicated, we will not be liable to you and the claim will not be paid. Our tariff includes information required to be included in a claim.

- g) This contract applies to you and to anyone else claiming any interest in the goods. Unless you specifically advise us otherwise, you authorize any person who releases your shipment to us at origin or accepts it at delivery to act for you and sign any document in connection with your shipment. If no one is authorized to act for you, you may be required to be present in person.
- F. The following provisions are those referred to in Section 4 of the Bill of Lading contract that further define hostile, warlike or terrorist activity, government action, strikes, lockouts or civil disturbances, which, by reference in the terms and conditions, are specifically incorporated into them:
- 1. hostile or warlike activity include the following:
    - a) Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack by any of the following:
      - (1) Any government or sovereign power, or any authority maintaining or using military, naval or air forces
      - (2) Military, naval or air forces
      - (3) An agent or any such government, power, authority or forces
    - b) Any weapon of war employing atomic fission or radioactive force whether in time of peace or war.
    - c) Insurrection, rebellion, revolution, civil war or usurped power;
  - 2. Terrorist activity shall include any activity that is unlawful under the laws of the United States or any state and that involves any of the following:
    - a) The hijacking or sabotage of any conveyance (including an aircraft, vessel, cab, truck, van, trailer, container or vehicle) or warehouse or other building.
    - b) 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 explicit or implicit condition for the release of the individual seized or detained.
    - c) An assassination.
    - d) The use of any of the following:
      - (1) Biological agent, chemical agent, or nuclear weapon or device.
      - (2) 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;
    - e) A threat, attempt, or conspiracy to do any of the previously mentioned activity.

- f) Actions in hindering or defending against an actual or expected terrorist activity, provided that, if terrorist activity occurs, Atlas will not be liable for loss or damage to cargo regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.
- 3. Government action shall include any action taken by governmental authority, such as the following:
    - a) In hindering, combating, or defending against any hostile, warlike or terrorist activity.
    - b) Seizure or destruction of cargo under quarantine or customs regulations.
    - c) Confiscation of cargo by order of any government or public authority.
    - d) Risks of contraband or illegal transportation or trade.
  - 4. Strikes, lockouts and civil disturbances shall include strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any person or persons taking part in any such occurrence or disorder, and shall include any loss or damage when Atlas, 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.
- G. Atlas requires that the following minimum information be included in the bill of lading:
- 1. The name and address of the motor carrier issuing the receipt or bill of lading.
  - 2. The names and addresses of any other motor carriers involved in the shipment transportation.
  - 3. The name, address and telephone number of the carrier's office to be contacted regarding the shipment.
  - 4. The form of payment that will be honored at delivery (must correspond with the form of payment entered on the estimate and the order for service – LINK to form here?).
  - 5. The name and address of the person requiring notification, **when** the transportation is to be performed on a collect on delivery (C.O.D.) basis. If furnished, the telephone number, facsimile number, or e-mail address of the notification person is also desired.
  - 6. The maximum amount required to be paid at the time of delivery to obtain delivery of the shipment, **when** the transportation is to be performed on a collect on delivery basis. The maximum amount may include charges for additional services agreed to by the shipper in the estimate of charges.
  - 7. The agreed date or period of time for pickup of the shipment and the agreed date or period of time for the delivery of the shipment, **when** the

transportation is to be performed for an individual shipper. The exception is if the transportation is to be performed subject to tariff provisions providing for guaranteed service dates. The agreed dates or periods of time for pickup and delivery entered on the receipt or bill of lading will conform to the agreed dates or periods of time for pickup and delivery entered on the order for service.

8. The dates for pickup and delivery and any penalty or per diem entitlements due the shipper under the agreement, **when** the transportation is to be performed subject to tariff provisions providing for guaranteed pickup, transportation and delivery service
9. The actual date of pickup.
10. The carrier's vehicle identification number of the vehicle transporting the shipment.
11. The terms and conditions for payment of the total charges including notice of any minimum charges.
12. A notice of the incorporation of carrier's tariffs.

#### **IV. RELEASED AND DECLARED SHIPMENT VALUE (VALUATION)**

- A. Atlas' maximum liability in the event of loss or damage shall be either:
  1. The lump sum value declared by the shipper, which may not be less than \$10,000 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 60 cents per pound of the weight of any lost or damaged article, when the shipper has released the shipment to the carrier, in writing, with liability limited to 60 cents per pound per article.
- B. Unless the shipper expressly waives carrier's maximum liability as indicated above and releases the shipment to a value not exceeding 60 cents per pound per article, Atlas' maximum liability for loss or damage shall be either the lump sum value declared by the shipper or an amount equal to but not less than \$6.00 for each pound of weight in the shipment, minimum \$10,000, whichever is greater.
- C. The released value must be entered on the order for service, in the following form and may be completed only by the person signing it: [\(have this form?\)](#)
  1. CUSTOMER'S DECLARATION OF VALUE YOU, THE CONSUMER, MUST SELECT ONE OF THESE OPTIONS FOR ATLAS' LIABILITY FOR LOSS OR DAMAGE TO YOUR HOUSEHOLD GOODS. THESE ARE TARIFF LEVELS OF CARRIER LIABILITY - THIS IS NOT INSURANCE. OPTION 1 - The Estimate that you received from Atlas INCLUDED Full Replacement Value Protection [limited to \$6.00 per pound times the weight of your shipment] for the articles that are included in your shipment. 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 our custody,

Atlas 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 Atlas, 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 \$10,000. Under this option, the cost of your move is composed of a base rate plus an added cost reflecting the cost of providing this full value cargo liability protection for your shipment, as shown in the table below. Declaring a higher value or having your shipment weigh more than estimated may increase the cost shown. Per Atlas' tariff, the amount of protection for a shipment with a binding estimate is determined using the estimated weight. Deductibles: You may also select a deductible amount under the Full Replacement Value level of liability. If you do not select a deductible, the no deductible level of Full Replacement Value Protection that is included in your estimate will apply. Amount of Full Value Protection at \$6.00 per pound times estimated shipment weight: \$\_\_\_\_\_ Estimated Cost of your Shipment with: Added Cost Total Shipment Cost Full Value Protection at stated amount, no deductible: \$ \_\_\_\_\_ \$\_\_\_\_\_ Full Value Protection at stated amount, \$250 deductible: \$ \_\_\_\_\_ \$\_\_\_\_\_ Full Value Protection at stated amount, \$500 deductible: \$ \_\_\_\_\_ \$\_\_\_\_\_ Released Value at 60 cents per pound per article (see below): \$ \_\_\_\_\_ \$0.00 \_\_\_\_\_ \$\_\_\_\_\_ TO BE COMPLETED BY

CUSTOMER: To declare a higher value than \$6.00 per pound times the weight of your shipment, indicate that value here: The total value of my shipment is \$\_\_\_\_\_ To select a deductible, initial here: \$250 Deductible (\_\_\_\_\_) OR \$500 Deductible (\_\_\_\_\_) I acknowledge that for my shipment I have 1) ACCEPTED the Full Replacement Level of protection included in the estimate of charges and/or have declared a higher Total Value of my shipment (if appropriate); and 2) received a copy of the Atlas Important Information for When You Move booklet, which includes the "Your Rights and Responsibilities When You Move" brochure explaining these provisions.

Customer's Signature:

X\_\_\_\_\_ Date:

\_\_\_\_\_ If you wish to waive the Full Replacement level of protection, you must complete the WAIVER of Full Replacement Value Protection shown below. If not, you will be charged for Full Replacement Value Protection. 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¢). TO BE COMPLETED BY CUSTOMER: COMPLETE THIS PART ONLY if you wish to WAIVE the Full Replacement Level of Protection included in the higher cost estimate provided above 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 line 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 Atlas Important Information for When You Move Booklet, which includes the "Your Rights and Responsibilities When You Move" brochure, explaining these provisions.  
Customer's Signature:

X \_\_\_\_\_ Date:

\_\_\_\_\_ NOTICE: This Customer's Declaration of Value is part of the bill of lading contract for the above shipment.

- D. The released or declared value and the carrier's maximum liability, whether or not loss, damage, injury, or delay occurred from carrier negligence, including the negligence of any person acting on behalf of carrier, as determined under this rule, shall apply to any claims resulting from the performance or failure to perform by carrier of any services, including additional services, that carrier has contracted to perform and such limitations shall extend to all parties performing any services on behalf of carrier, including carrier's employees, agents, third parties, independent contractors, and the employees, agents and independent contractors of each of them.
- E. Display of Van Space. The number of cubic feet of van space shall be legibly displayed on each side of the service vehicle used by the carrier.

## V. **WEIGHING AND WEIGHTS**

- A. When transporting shipments on a non-binding estimate, Atlas shall determine the weight of each shipment transported before assessing shipment weight charges. Unless otherwise noted, the weight will be obtained on a certified scale.
- B. Weighing Procedure
  - 1. Except otherwise noted, the weight of each shipment shall be obtained by determining the difference between the tare weight of the service vehicle before or after loading and the gross weight of this same vehicle after the shipment is loaded.
  - 2. At the time of both weighings, the vehicle shall have installed or loaded moving equipment required in the transportation of such shipments. Neither the driver nor any other persons shall be on the vehicle at the time of either weighing.

3. The fuel tanks on the vehicle shall be full at the time of each weighing or, in the alternative, no fuel may be added between the two weighings when the tare weighing is the first weighing performed.
  4. The trailer of a 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.
  5. Shipments weighing 3,000 pounds or less may be weighed on a certified platform or warehouse scale prior to loading for transportation or before unloading.
  6. The net weight of shipments transported in containers shall be the difference between the tare weight of the container, including all pads, blocking and bracing used or to be used in the transportation of the shipment and the gross weight of the container with the shipment loaded.
  7. The shipper or any other person responsible for payment of the freight charges shall have the right to observe the 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.
  8. Atlas may substitute the manufacturer's weight for automobiles, trucks, 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 in 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 the 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.
- C. Weight tickets must be signed by the person performing the weighing and must contain the following minimum information:
1. The complete name and location of the scale.
  2. The date of each weighing.
  3. The type of weight entry: tare, gross and/or net weights.
  4. The company or carrier identification of the vehicle.
  5. The last name of the shipper as it appears on the bill of lading.
  6. The carrier's shipment registration number.
- D. The original weight ticket(s) 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.

- E. 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.

## **VI. MARKING OR TAGGING FREIGHT; INSPECTION**

- A. Articles of fragile or breakable nature must be properly packed.
- B. Packages containing fragile articles or articles consisting wholly or in part of glass must be marked by plain and distinct letters designating the fragile character of contents when packed by the shipper or his agent.
- C. When articles of furniture consist wholly or in part of glass and are covered or wrapped by the shipper or his agent, they must be wrapped in a manner to clearly expose glass surfaces or glass portions.
- D. Where articles are improperly packed or are not packed, crated or boxed, and are more susceptible to damage as a result, the carrier will arrange to have the articles properly packed at charges shown in this tariff.
- E. Upon request of shipper or his agent, carrier will prepare a second inventory of the shipment which will include itemized contents of each container packed by carrier and will show the valuation of each article as furnished by shipper or his agent. Charges for this second inventory will be at the "extra labor" rates.
- F. When carrier or its agent believes it necessary that the contents of packages be inspected, such inspection shall be made or other sufficient evidence provided to determine the actual character of the property.

## **VII. PROHIBITED AND 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 that cannot be taken from the premises without damage to the article or the premises.
- B. Frozen food will be accepted for transportation if the following conditions exist:
  - 1. The food is contained in a freezer, which at time of loading is at normal deep freeze temperature.
  - 2. The shipment is to be transported not more than 150 miles and/or delivery is completed within 24 hours after loading.
  - 3. No storage of shipment is required.
  - 4. No preliminary or enroute servicing by use of dry ice, electricity, or other preservative methods is required of the carrier.
- C. Perishable plants will be accepted for transportation if the following conditions exist:

1. The shipment is transported not more than 150 miles and/or delivery is completed within 24 hours after loading.
  2. No storage of shipment is required.
  3. No preliminary or enroute servicing or watering or other preservative method is required of the carrier.
- D. The carrier will not be responsible for any perishable article included in a shipment without the knowledge of the carrier.
  - E. Carrier will not accept for shipment under any circumstances tanks or bottles designed to contain butane or propane (LP), including tanks and containers for gas barbecue grills, torches, tools or appliances. This prohibition also includes tanks or bottles that have been certified as empty.
  - F. Explosives or other dangerous articles will not be accepted for transportation or transported unless the shipping order, bill of lading, or other shipping paper prepared by the shipper (when shippers are required by the Department of Transportation regulations to certify packages for transportation) shows in the lower left-hand corner the following certificate over the written or stamped facsimile signature of the shipper or his duly authorized agent:

"THIS IS TO CERTIFY THAT THE ABOVE ARTICLES ARE PROPERLY DESCRIBED BY NAME, AND ARE PACKED AND MARKED, AND ARE IN PROPER CONDITION FOR TRANSPORTATION ACCORDING TO THE APPLICABLE REGULATIONS PRESCRIBED BY THE DEPARTMENT OF TRANSPORTATION."

### **VIII. FUEL COST PRICE ADJUSTMENT (FUEL SURCHARGE)**

- A. A Fuel-Related Cost Price Adjustment (Fuel Surcharge) will apply on transportation charges as provided in this item. For the fuel surcharge amount to apply, determine the diesel fuel price as provided, and enter the price per gallon in the electronic tariff file.

### **IX. STOP OFFS AND DIVERSIONS**

- A. Stop offs. 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.
- B. 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-off fee will apply for each extra pickup and/or delivery that is performed, in addition to the transportation and additional service charges provided in the next two points. For the Extra Stop-off Fee to apply, refer to the tariff program.
- C. The transportation charges on shipments with extra pickups and/or extra deliveries will be determined based on the weight of the total shipment, including any additional weight picked-up or delivered at any stop-off(s), rated on zip code-to-zip code miles FROM the point of origin TO the point of destination VIA any stop-off point(s). When the stop-off point(s) is located

within the same zip code (i.e. first three digits) area as the shipment origin or destination, or when two or more stop-off points are both located within the same zip code (i.e. first three digits) area, 10 miles for each stop-off will be added to the total transportation distance.

- D. The rates for additional services performed with any extra pickup 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 will be based on the additional service rates applicable at shipment destination.
- E. Diversions. Upon instructions from the consignee or owner, the shipment will be diverted subject to the following terms and conditions. Carrier may require that all such instructions be in writing.
- F. The term "diversion" means, either:
  - 1. A change (after loading of the vehicle) in the destination of the shipment outside of the U.S. zip code area or the Canadian postal code area of the original destination.
  - 2. A change in the route at the request of the consignor, consignee or owner.
- G. 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.
- H. The transportation charges on shipments diverted to a new destination, while the vehicle is enroute 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.
- I. 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 the previous point. Charges for storage and further transportation will apply based on the rates and charges named in this tariff.

## **X. IMPRACTICAL OPERATIONS**

- A. Nothing in this tariff requires the carrier to perform any service at any point or location where, through no fault or neglect of the carrier, the furnishing of such services is impracticable because any of the following conditions:
  - 1. The conditions of roads, streets, driveways, alleys or approaches would subject operations to unreasonable risk of loss or damage to life or property.
  - 2. Loading or unloading facilities are inadequate.
  - 3. Any force majeure, war, insurrection, riot, civil disturbance, strike, picketing or other labor disturbance would (a) subject operations to unreasonable risk of loss or damage to life or property or (b) unreasonably

- jeopardize the ability of the carrier to render linehaul or pickup or delivery or any other service from, to or at other points or locations.
4. 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.
  5. Local, state or federal restrictions, regulations or laws prohibit performance of such services by the road-haul vehicle.
  6. The shipper, consignee, or owner is not available to accept delivery during the agreed upon delivery spread dates for the shipment or any extensions of such dates, or is unable or unwilling to pay the charges that carrier can collect at delivery under an applicable law in a payment form accepted by carrier under Collection of Charges; Prepayment.
- B. When service is impractical for reasons stated in this item and service can be completed through the employment of services of a third party or through the use of a shuttle.
- C. When service is impractical for reasons stated in this item, carrier may place the shipment in storage-in-transit.

## **XI. REMOVAL OR PLACEMENT OF PROPERTY FROM OR TO INACCESSIBLE LOCATIONS**

- A. The shipper is required to move property out of inaccessible locations (as defined below) into locations that are available to the carrier. Inaccessible locations meet any of the following conditions:
1. Not accessible by a permanent stairway (does not include ladders of any type).
  2. Not adequately lighted.
  3. Does not have a flat continuous floor.
  4. Does not allow a person to stand erect.
- B. If the shipper or owner requests the carrier to move property out of these inaccessible locations (and the carrier agrees), additional labor charges will apply.

## **XII. CLASSIFICATION OF ARTICLES (COMMODITY DESCRIPTION)**

- A. There are two different class properties, and they are defined under the following commodity descriptions:
1. **1st Proviso - Household Goods.** When the term "household goods" is used in connection with transportation property, it means: PERSONAL EFFECTS AND PROPERTY USED OR TO BE USED IN A household dwelling INCLUDING AUTOMOBILES, BOATS, AND SIMILAR ARTICLES when a part of the equipment or supply of such dwelling, and similar property of the transportation of such effects or property meets either of the two criteria indicated below. **Note:** This property type excludes property being moved

from a factory or store unless the householder has purchased the property for use in his/her dwelling.

- a) The shipment is arranged and paid for by the householder, and the transportation charges are paid to the carrier by the householder.
  - b) The shipment and transportation charges are arranged and paid for by another party.
2. **2nd Proviso - Furniture and 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. **Note:** This definition does not 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 from one location to another.

### **XIII. APPLICATION OF TRANSPORTATION CHARGES**

- A. The transportation charges referenced in this tariff include the following but do not include the additional services specified elsewhere in this tariff:
  1. Loading of the shipment at the point of origin.
  2. Vehicle transportation to the point of destination.
  3. Unloading of the shipment at destination.
- B. The transportation 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 under the Full Value Protection section will apply, in addition to the transportation charges.
- C. In addition to the actual and specific transportation charges, transportation charges, as listed on the carrier's estimate forms, may also include the following charges or surcharges: fuel surcharge, insurance-related surcharge, and the origin and destination service charges.

### **XIV. CONTAINER SERVICE**

- A. Full Service Packing
  1. Full service packing includes all of the cartons, containers, and packing service required and provided by the carrier to pack the shipment for interstate transportation.
  2. Full service packing charges do not include crating service; refer to the upcoming Crating section for its provisions.
  3. Full service packing rates apply based on the net weight of the shipment, subject to the minimum weight (2,000 pounds), 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 his agent requests unpacking (which includes disposal of such cartons, if requested), separate rates apply for full service, as requested by the shipper, in addition to the rates for full service packing. If the carrier is requested to perform full service unpacking on a date after the date of delivery, a minimum charge will apply.

4. The charges in this item apply based on the weight of the shipment. The weight of motor passenger vehicles (automobiles, pick-up trucks, vans, sport utility vehicles, dune buggies, and specialty motor vehicles) and any weight additives applicable in Item 130, will be deducted from the shipment weight prior to determining the full service packing charges contained in this item.
5. When the carrier, to ensure safe transportation, is required to repack cartons or containers that have been packed by the shipper, Item 120, Extra Labor, rates will apply for the time spent unpacking such shipper-packed cartons. The Item 120, Extra Labor, charges apply only for the time spent opening and removing the contents of the shipper-packed cartons; no additional repacking or carton charges apply for such cartons because these charges are already included in the full service packing charges for the shipment.

#### B. Custom Service Packing

1. Custom service packing rates apply on a per carton or container basis, and include the cartons and containers furnished and the packing of such cartons and containers furnished by the carrier when the shipper elects to pack a portion but not an entire shipment. All cartons and containers remain the property of the consignee. Custom service packing is not applicable and will not apply when the shipper has requested full service packing as described in Item 105.2. If the consignee or his agent requests unpacking (which includes disposal of such cartons, if requested), separate rates apply for custom service unpacking in addition to the rates for custom service packing. If the carrier is requested to perform custom service unpacking on a date after the date of delivery, a minimum charge will apply.
2. Custom service packing rates do not include crating service; refer to Item 105.5 for crating service provisions.
3. In the event two or more cartons or containers 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 so joined will be counted as one carton for rating purposes. For example, if three corrugated containers are joined to pack an oversize painting, the number of containers used for rating purposes would be three.
4. When cartons of more than 3 cubic foot capacity are used and no rate is shown for the carton size, the rate shall be based on the next lower size carton indicated. In applying rates for mattress cartons, if the size

furnished exceeds any one of the dimensions for which rates are shown, the rates for the next larger size will apply.

5. When the carrier, to ensure safe transportation, is required to repack cartons or containers that have been packed by the shipper, Item 120, Extra Labor, rates will apply for the time spent unpacking such shipper-packed cartons and the custom service packing rates in this item will apply for packing such cartons.
- C. Debris Removal Service. Debris removal charges apply when the carrier is requested by the shipper to perform debris removal of shipper-unpacked cartons subsequent to the date of delivery. When debris removal is performed in conjunction with unpacking service, a debris removal charge will not apply for the cartons unpacked by carrier. Debris removal service performed subsequent to delivery must be performed within 30 days of delivery date.
  - D. Crating Service. Crating service charges apply when the carrier is requested to provide crates (specially constructed for mirrors, paintings, glass or marble tops and similar fragile articles) based on the gross measurement of the crate (subject to a 4 cubic foot minimum). The packing service charge for crates includes the construction and packing of such crates, which remain the property of the consignee. Separate charges apply for the unpacking of crates. In the event the carrier does not possess qualified personnel to construct such crates, carrier will, upon request of the shipper, owner or consignee, and as their agent, engage a third party to construct such crates. All charges for services provided by third parties must be paid by the shipper and apply in lieu of the crating and/or uncrating charges contained in this item. Such charges will be advanced by the carrier and billed as an advanced charge in accordance with Item 35, Advancing Charges.
  - E. General Provisions
    1. On shipments picked up or delivered at more than one location, the initial point of origin and the final point of delivery shall be the basis for the determination of rates and charges under this item.
    2. Container service charges for packing, unpacking, debris removal and crating/uncrating apply when service is performed during regular service hours, which, for purposes of this item, are defined as between 8:00 a.m. and 5:00 p.m., Monday through Friday (excluding Holidays). When service is performed on Saturdays, Sundays or Holidays, or between the hours of 5:00 p.m. and 8:00 a.m., Mondays through Fridays, charges for overtime service will apply.
    3. Carrier may substitute manufacturer's weight for automobiles, pick-up trucks, vans, sport utility vehicles, dune buggies, and specialty motor vehicles 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 Official Used Car Guide, or from other appropriate reference sources of the 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.

4. Container service rates in this item apply only for cartons and containers that are furnished by the carrier. Extra labor rates contained in Item 120 apply for the packing and/or unpacking of cartons or containers furnished by the shipper and packed or unpacked by the carrier, except as provided in Item 105.2.e.
5. The rates provided do not apply for containers or cartons that are supplied but not packed by the carrier.
6. The provisions of Items 105.2 and 105.3 apply at the election of the shipper prior to the commencement of packing and/or loading on a per shipment basis; except as otherwise specifically provided, the rates named in each item do not alternate with the rates in any other item.

## **XV. HOURLY RATES, EXTRA LABOR, SPECIAL SERVICES AND WAITING TIME**

- A. Hourly Rates. The hourly rates set out in the tariff will apply for specified services performed by the carrier. Rates apply based on the location where the service is performed, pursuant to the Stop-off provisions of Item 28. Refer to the tariff program for the charges for the Hourly Rates, Extra Labor, Special Services and Waiting Time rates to apply.
- B. Calculation of Charges. Charges based on time shall be computed by multiplying the hourly rate by the time involved. Unless otherwise provided, fractions of an hour will be disposed of as follows:
  1. Where the time involved is 15 minutes or less, the charge shall be for one quarter of an hour.
  2. When in excess of 15 minutes but not more than 30 minutes, the charge shall be for one half hour.
  3. When in excess of 30 minutes but not more than 45 minutes, the charge shall be for three quarters of an hour.
  4. When in excess of 45 minutes, the charge shall be for one hour.
- C. Extra Labor. Extra labor charges apply when the carrier performs any services that are requested by the shipper or his agent that are not included in the transportation charges and for which there are no other applicable charges in the tariff. Extra labor charges apply per worker, per hour, on both a regular time and an overtime basis. Regular time rates apply when service is provided between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding Holidays.
- D. Overtime Hours. 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 Saturdays, Sundays or Holidays, or

- E. Removing and/or Disassembling and Reassembling. The transportation charges in this tariff do not include any special services or labor required to:
1. Remove any article(s) embedded in the ground OR secured to a building (i.e. floor, ceiling, roof, or wall), or
  2. Disassemble or reassemble any article(s), including, but not limited to, steel utility cabinets, swing sets, sky rides, jungle gyms, German shanks, water beds, steel shelving, pool tables, elongated work tables, counters, particle-board furniture, or other articles of an unusual nature, in order to ensure their safe transportation. At the request of the shipper, or his agent, carrier will provide such special services at the rates in this item, subject to the carrier's ability to furnish qualified personnel.
- F. Appliance and Other Household Articles – Service and Re-Service. The transportation charges in this tariff include only service(s) performed by the carrier to accomplish the bracing/stabilizing (and de-bracing/destabilizing) of moveable parts in or on appliances and other household articles (including, but not limited to, refrigerators, deep freeze cabinets, cooking ranges, dishwashers, washing machines, clothes dryers, stereo systems, radios, record players, television sets and air conditioners), which if not properly serviced prior to loading could be damaged in or incident to transit. It is important to note that the servicing and re-servicing of appliances and other household articles does not include:
1. any special service(s) or labor (plumbing, electrical, carpentry, gas or ventilation connections, etc.) required to disconnect or reconnect such appliances and other household articles from or to the premises, provided that, at the request of the shipper or his agent, carrier will provide such special service(s) or labor at the rates in this item, subject to the carrier's ability to furnish qualified personnel; and/or
  2. Any preparation of article(s) by a third party in order to permit the safe transportation of the article(s) that, if not properly serviced prior to loading, could be damaged in or incident to transit, provided that the carrier under the provisions of Item 35, Advancing Charges, will advance charges for these services.
- G. Rigging, Hoisting and Lowering Service. If, in the judgment of the carrier, it is necessary to use rigging, hoisting, or lowering services in order to accomplish the pickup or delivery of the shipment, or any portion of it, carrier will perform such services at the rates named in this item, subject to the carrier's ability to furnish equipment and qualified personnel. 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.
- H. Waiting Time. Charges for waiting time apply on an hourly basis for each hour that the carrier provides waiting time service.
1. Charges for waiting time, when not the fault of the carrier, apply between the hours of 8:00 a.m. and 5:00 p.m. only (see Item 120.8.d.), subject to an allowance of two hours of free waiting time at destination. After the

expiration of the two hours of free waiting time, additional waiting time will be provided at the rates in this item, subject to the carrier's convenience. If carrier is unable to provide additional waiting time, the shipment may be placed into storage, pursuant to Item 184.

2. When the shipment is delivered from storage-in-transit under the provisions of Item 210 of the tariff, the allowable free waiting time provisions provided in Item 120.8.a. will not apply.
3. Charges apply per hour for each vehicle, each driver, and each helper furnished by the carrier, provided that waiting time will only apply for helpers after delivery has been scheduled and attempted, and then only for the balance of that same day. If the shipper requests waiting time before it is necessary to obtain helper(s), the labor charge for helper(s) will not apply. Helper(s) are defined to include co-drivers and permanent helpers.
4. Charges do not apply on Sundays, or Holidays, except when a Sunday or Holiday pickup or delivery is specifically requested by the shipper.
5. When the origin or destination of the shipment, or a portion(s) of it, is located at a point accessible only by the use a ferry, the following provisions apply:
  - a) The ferry charges will be subject to Item 35.8 or, if applicable, Item 35.9.
  - b) When carrier's normal linehaul equipment cannot be accommodated by the ferry system, shuttle service will be provided, subject to the charges and provisions in Item 33, Item 124 and Item 125.
  - c) If Item 35.9 applies, waiting time charges as provided 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 will not apply during the ferry waiting and transportation period described.
  - d) If the carrier does not possess personnel qualified to perform the specific special service(s) requested, as described in this item, carrier will, upon request of the shipper or his agent, engage a third party to perform such service. All third party charges must be paid by the shipper, and are in addition to all other applicable tariff charges. Such charges will be advanced by the carrier under the provisions of Item 35, Advancing Charges.
  - e) The shipper is required to furnish (at the time of reconnecting or reassembling) any new hardware, nuts, bolts, other materials, etc., necessary to perform the services in Items 120.5 and 120.6.

## **XVI. SHUTTLE SERVICE**

- A. It is the responsibility of the shipper to make the shipment accessible to carrier or accept delivery from carrier at a point at which the road-haul vehicle may be safely operated. For purposes of this item and Items 33 and 125, "road-haul vehicle" for direct pickup and delivery services means a tractor and trailer in excess of a combined length of 45 feet.
- B. When it is physically and/or legally impossible for carrier to perform pickup of the shipment at origin address or to complete delivery of the shipment at destination address with road-haul vehicle, 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 or any of the conditions defined in Item 33, the carrier shall hold itself available at point of pickup or tender delivery at destination at the nearest point of approach to the desired location where the road-haul vehicle 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 road-haul vehicle and/or provide extra labor for the purpose, if possible, of transferring the shipment between the origin or destination address and the point of transfer (normally the carrier's nearest warehouse or storage facility) to or from carrier's road haul vehicle. Refer to Item 125 for the application of shuttle and/or extra labor charges, which shall be in addition to all other transportation or accessorial charges.
- D. If the shipper does not accept the shipment at nearest point of safe approach by carrier's road-haul vehicle to the destination address, the carrier may place the shipment, or any portion(s) of it, 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. Transportation charges to cover the movement of the shipment, or any portion(s) of it, from the point at which it was originally tendered to the warehouse location shall be computed on basis of weight of shipment or that part of shipment stored in warehouse, subject to applicable rates as provided in this tariff from point at which it was originally tendered to warehouse location, which shall be in addition to charges from initial point of origin to point at which shipment was originally tendered. All accrued charges on the shipment or any part thereof shall be due and payable upon delivery of same to the warehouse. Any subsequent movement from warehouse shall constitute a new shipment.

## **XVII. SHUTTLE SERVICE CHARGES**

- A. When it is physically and/or legally impossible for the carrier to perform pickup of the shipment at the origin address or to complete the delivery of the

shipment at the destination address with the road-haul vehicle, shuttle service charges shall apply, for additional pickup or delivery services requested by the shipper, subject to the provisions of Items 33 and 124.

- B. Except as otherwise provided, shuttle service charges apply at the point where the service is performed, pursuant to the stop-off provisions of Item 28. The charges shown include the cost of the 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, Item 120, Waiting Time, and Item 28, Stop-offs. Refer to the tariff program for shuttle service charges.
- C. Shuttle Service Charges. The charges provided in the tariff program are applicable when shuttle service is performed at job sites (residences or storage locations) that are within 25 miles of the location (storage facility or rental facility) where the shuttle vehicle is provided or obtained.
- D. Additional Distance Charge. If the distance between the storage facility or the rental facility where the shuttle vehicle is rented or obtained and the job site is more than 25 miles, an additional charge applies for each 25 miles, or fraction thereof. This charge is in addition to the shuttle charge otherwise provided for in this item. If the distance between the storage facility or the rental facility and the job site is 25 miles or less, the additional distance charge does not apply. Refer to the tariff program for the additional distance charge.
- E. When overtime shuttle service is requested by the shipper, overtime charges apply when service is performed between 5:00 p.m. and 8:00 a.m., Monday through Friday, or at any time on Saturdays, Sundays and Holidays. Overtime charges will not apply when service is performed for carrier's convenience. The overtime shuttle service charges provided for are applicable only for the shuttle service operation; refer to Item 175, Overtime Loading and Unloading Service, for additional overtime charges that may also be applicable.

## **XVIII. LIGHT AND BULKY ARTICLE AND WEIGHT ADDITIVES**

- A. When a shipment includes light or bulky articles as listed in this item, an additional loading and unloading charge or weight additive will apply, subject to the terms of this item. Refer to the tariff program for the light and bulky article charge. These charges do not apply to articles capable of being safely hand-carried by one person and/or transported in standard cartons as listed in Item 105, Container Service.
- B. Light and bulky articles include:
  - 1. automobiles, pickup trucks, with or without mounted camper shells, sport utility vehicles, vans, dune buggies, or other specialty motor vehicles, any type or size;
  - 2. motorcycles, motorbikes, go-carts, three or four-wheel all-terrain vehicles, snowmobiles, motorized golf carts, riding mowers, tractors, trailers (including utility and pop-up trailers) (excluding boat trailers, horse

- trailers, travel camper trailers and mini-mobile homes, see weight additives, below), farm implements or equipment, any type or size;
3. jet skis, windsurfers, canoes, dinghies, kayaks, sculls, skiffs and rowboats less than 14 feet in length (over 14 feet, see weight additives, below); when mounted on trailer, the bulky article charge will apply twice (i.e. once for each article named and once for each trailer);
  4. satellite television or radio receiving discs/dishes, including mounts, stands and accessorial equipment;
  5. organs, pianos, and harpsichords, any size;
  6. playhouses, doll houses, tool sheds, utility sheds or animal kennels or houses, (transported setup, not dismantled); and
  7. bath tubs, hot tubs, spas, whirlpool baths and jacuzzis, measuring less than 65 cubic feet in dimension (transported set-up, not dismantled).
- C. Items on which weight additives apply and the weight additives are:
1. boats and sailboats, less than 14 feet in length, are subject to a weight additive of 700 pounds.
  2. boats and sailboats, 14 feet and over in length, are subject to a weight additive of 2,500 pounds.
  3. boat and sailboat trailers, any length, are subject to a weight additive of 1,600 pounds.
  4. jet skis, windsurfers, canoes, dinghies, kayaks, sculls, skiffs, and rowboats, 14 feet and over in length, are subject to a weight additive of 700 pounds.
  5. camper shells, any size, not mounted, are subject to a weight additive of 700 pounds.
  6. travel camper trailers; mini-mobile homes (not including utility and pop-up trailers); campers (excluding camper shells) not mounted on trucks; and horse trailers are subject to a weight additive of 7,000 pounds.
  7. bath tubs, hot tubs, spas, whirlpool baths and jacuzzis, measuring 65 cubic feet and over in dimension (transported set-up, not dismantled) are subject to a weight additive of 700 pounds.
- D. When a weight additive is applicable for an article, all charges (transportation and additional services) will be based on the net scale weight of the shipment, or portion(s) of it, plus the weight additive amount, unless otherwise provided in this tariff.
- E. Loading and unloading charges include both loading and unloading service and the handling and blocking of such article, and apply each time a combined loading and unloading service is required, including shipments requiring storage-in-transit (except for carrier convenience.)
- F. Weight additive provisions are applicable on boats, sailboats, canoes, skiffs, rowboats, dinghies, sculls, and kayaks without regard to whether such articles

are mounted or not mounted on trailers. The weight additive for boat trailers, any length, applies in addition to the weight additive for the vessel.

- G. When a shipment contains two or more articles subject to weight additives, the total weight additives for that shipment will be the sum of the individual additives for each bulky article calculated separately.
- H. Except as otherwise provided, in determining lengths for the purpose of this item, all fractions of a foot will be disregarded.
- I. For bath tubs, hot tubs, spas, whirlpool baths and Jacuzzis, the determination of dimension will be arrived at by measuring the outside of the item and multiplying the item's width times the length times the height (in inches) and dividing the result by 1728 (the number of cubic inches in a cubic foot). To determine the total number of cubic feet, round the total up to the next whole number.
- J. The length of boats, canoes, skiffs, rowboats, kayaks or sailboats 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 measurement by carrier.
- K. Unless otherwise specifically provided, the bulky article charge or the weight additive will apply for any of the articles contained in this item either whole or in a disassembled or partially disassembled condition. Weight additives will be based on the longest applicable disassembled part.

## **XIX. ORIGIN AND DESTINATION SERVICE CHARGE**

- A. All shipments shall be subject to an origin and destination service charge, which shall apply once at origin and once at destination based on the total weight of the shipment on a per hundredweight basis, based on the weight on which the transportation charge is determined. The origin and destination service charges apply for the handling and servicing of the shipment at the origin and destination area, residence and/or third party storage or other such facility, whether inside or outside a building, providing such places are safe and accessible to carrier's personnel. C
- B. If additional services (such as, but not limited to extra labor, waiting time, shuttle service, light and bulky articles, overtime pickup and delivery, or pickup and delivery service applicable at third party and self-storage warehouses) are requested or necessary to complete the handling and servicing of a shipment, they will be performed subject to the conditions, rates and charges named in this tariff and shall apply in addition to the charges in this item. Refer to the tariff program for origin and destination service charges. These charges may be included with the Transportation Charges on carrier's estimate forms.
- C. On shipments picked up or delivered at more than one place, the initial point of origin shall be the basis for the determination of charges at points of extra pickup, the final point of delivery shall be the basis for the determination of

charges at points of extra delivery and the total (combined) net weight of the shipment shall be the basis for the determination of charges under this item.

- D. On diverted shipments, the initial point of origin and the final point of delivery (not the point of diversion) shall be the applicable points for the determination of charges under this item. On shipments that are diverted back to origin, the origin service charge shall apply twice.
- E. On storage-in-transit shipments, the initial point of pickup and the final point of delivery (not the point of storage) shall be the applicable points for the determination of the charges under this item. If the interstate shipment terminates at the storage facility, then the storage site shall be considered the final point of delivery.

## **XX. STORAGE-IN-TRANSIT**

- A. Storage-in-transit of property covered by this tariff is the holding of the shipment, or portion(s) of it, at or in the facilities or warehouse used by the carrier or its agent, for storage, pending further transportation, and will be effected only at specific request of the shipper or under the conditions specified in Item 184.14. For the purpose of this item, Atlas may designate any facility or warehouse to serve as its agent.
- B. A shipment, or portion(s) of it, may be placed in storage-in-transit one or more times for an aggregate period not to exceed 180 days. When not removed from storage-in-transit at midnight on the 180th day, liability as carrier shall terminate, the interstate character of the shipment, or portion(s) of it, shall cease, the warehouse location shall be considered the destination of the property, the warehouseman shall be agent for the shipper, and the property shall then be subject to the rules, regulations and charges of the warehouseman. Carrier may terminate the interstate character of the shipment, or portion(s) of it, prior to the 180-day 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. 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 of the property stored in transit, and computation of transportation charges will be as provided in Item 184.6.
  - 2. Storage charges in effect on date of initial pickup will be assessed separately on each portion of shipment stored in transit, except minimum weight as listed in Item 25 will apply to the combined weight of property stored in transit. Storage will be rated separately for each portion added, subject to provisions of this item and Item 185.
  - 3. All subsequent charges will be based on the combined weight of the property stored in transit.

- D. Shipper or owner, upon proper notice in writing to the carrier before departure of the property, may change the destination originally shown on the bill of lading. When the 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 Item 184.2, the transportation and other lawful charges shall apply in identical manner as provided in Items 184.3 or 184.4, whichever is applicable.
- E. When property has been placed into storage-in-transit at the carrier's or agent's storage location, both the carrier and the warehouseman must have in their possession records showing the following:
  - 1. An itemized list of the property with the bill of lading number noted on it.
  - 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, advances, or payments were made or received.
  - 5. Dates property was delivered to and forwarded from the storage location.
- F. Storage-in-transit shipper may withdraw a portion of the property, provided that all accrued charges on the property are paid prior to such withdrawal, except as provided in Item 250. When the selection of items requires unstacking and/or restacking of the shipment or a portion of the shipment, charges for such handling shall be assessed in accordance with Item 120. Charges for transportation furnished, if any, for portion selected for delivery shall be assessed on same basis as would apply to that portion as an individual shipment. With 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 warehouseman 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 of remainder of the property.
  - 2. Charges for transportation furnished, if any, for the delivery of the remainder of the property shall be assessed on the same basis as would apply to that portion as an individual shipment.
- G. The storage-in-transit period, shipper may add property to that already in storage-in-transit. Charges for such property 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 Item 184.6.
  - 2. Storage charges as provided in Item 185 will apply on the addition, subject to minimum weight as listed in Item 25.

3. All subsequent charges including storage-in-transit will be based on the total weight of the combined property.
- H. If delivery cannot be made at the address specified on the bill of lading because of impractical operation as defined in Item 33, or for any other reason other than the fault of the carrier, and neither shipper, consignor, nor owner designates another address at which delivery can be made, carrier will place the property under the storage-in-transit provision of this item.
- I. When property is placed in storage-in-transit, the carrier's limitations on liability also apply to the party in possession of the property.
- J. Except as specifically provided for in Item 184.9, when property is placed in storage-in-transit in segments on different dates, the transportation rates and additional service charges in effect on the date any part of the shipment was initially picked up will apply to all of the property.
- K. When property is removed from storage-in-transit and extra pickups are ordered, the transportation rates and additional service charges in effect on the date of initial pickup of the storage-in-transit portion will apply to the entire weight of the shipment.
- L. Except as specifically provided for in Item 184.9, each portion of the shipment will be rated at the applicable rate in effect on the date of pickup of the initial portion, based on the total weight of the entire shipment.

## **XXI. STORAGE-IN-TRANSIT CHARGES C**

- A. Storage-in-transit charges are in dollars and cents per 100 pounds and apply based on the location of facility where storage-in-transit service is provided, except as provided in Item 185.3. Charges for this service shall be based on actual weight of goods stored in transit, subject to the minimum weight listed in Item 25, except as provided in Item 185.4.
- B. Storage charges apply for each day of storage, and apply each time storage-in-transit service is rendered. Storage days will include the day goods are placed in storage and the day goods are removed from storage (except as otherwise provided in Item 184.5). If the goods are removed from storage on the same day they are placed in storage, one-day storage will apply. Refer to the tariff program for storage-in-transit charges.

## **XXII. PICKUP AND DELIVERY TRANSPORTATION CHARGES ON STORAGE-IN-TRANSIT SHIPMENTS ]**

- A. Storage-in-transit pickup and delivery transportation charges apply for a shipment stored in transit based on the location of the storage facility where the storage service is provided (except when provided for carrier convenience). The charges include pickup or delivery on a storage-in-transit shipment, or portion(s) of it, as provided in Item 184. Refer to the tariff program for storage-in transit pickup and delivery charges. When the Distance Between the Storage Facility and the Pickup or Delivery Location is: The Applicable Charges Are: Up to 30 Miles The Pickup and Delivery Transportation

Charges provided in the tariff program. Over 30 Miles – Up To 50 Miles The Pickup and Delivery Transportation Charges PLUS the Additional Distance Charge provided in the tariff program. Over 50 Miles The tariff Transportation Charges Apply and provisions of this item do not apply.

- B. Storage-in-transit pickup and delivery charges are subject to the minimum weights as provided for in this tariff, except for pickup or delivery of portions of the shipment, which shall be subject to a minimum weight of 2,000 pounds if not otherwise specified.
- C. Storage-in-transit pickup and delivery charges apply without additional valuation charges when the shipment is released to a value not exceeding 60 cents per pound per article. If the shipment is declared or released at a higher amount of valuation, the valuation charges in Item 1502 apply in addition to the charges in this item.
- D. Storage-in-transit pickup and delivery charges apply based on the actual weight of the shipment, or portion(s) of it, that is placed into or removed from storage, plus any applicable weight additives as provided for in Item 130, subject to the minimum weight as provided for in the rules of this tariff.
- E. Storage-in-transit pickup and delivery charges include the loading and unloading of the shipment and the transportation of the shipment from or to the storage facility but do not include any other additional services.

### **XXIII. PICKUP AND DELIVERY SERVICE APPLICABLE AT THIRD PARTY AND SELF-STORAGE WAREHOUSES**

- A. Except as otherwise provided, when a shipment is delivered to or picked up at a third party warehouse (including self-storage/mini-warehouse locations), the charges for transportation include only the unloading or loading at door, platform, or other point convenient or accessible to the vehicle.
- B. Except as otherwise provided, when carrier picks up a shipment from, or delivers a shipment to, a third party warehouse (including self-storage/mini-warehouse locations), a charge will apply when the carrier is requested to enter the warehouse for the purpose of removing items stored from, or placing items into, the warehouse space rented by the shipper. Refer to the tariff program for third party and self-storage warehouse pickup and delivery charges. C
- C. Charges apply at the point where the service is performed, pursuant to the stop-off provisions of Item 28, based on the weight of the shipment, or portion(s) of it, that is placed into or removed from the warehouse, subject to a minimum weight as listed in Item 25.
- D. When overtime warehouse pickup or delivery service is requested by the shipper, the overtime charges provided apply when service is performed between 5:00 p.m. and 8:00 a.m., Monday through Friday, or at any time on Saturdays, Sundays and Holidays. Overtime charges will not apply when service is performed for carrier's convenience. The overtime warehouse pickup or delivery charges provided for are applicable only for the portion of the

pickup and delivery service that is performed inside the warehouse space. Refer to Item 175, Overtime Loading and Unloading Service, for additional overtime charges that may also be applicable.

#### **XXIV. COLLECTION OF CHARGES, PREPAYMENT**

- 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 or unanticipated destination SIT), that do not exceed 15% percent of the total charges due at delivery, have been paid in cash, certified check, traveler's check, or bank check (one drawn by a bank on itself and signed by an officer of the bank), or other payment forms set out in this item, except when 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.
- B. Carrier may elect to accept American Express, Discover, MasterCard or Visa charge cards as payment for all rates and charges. The application of this item is subject to authorization from American Express, Discover, MasterCard or Visa on each individual shipment prior to acceptance by carrier. Atlas may refuse to accept a card belonging to anyone other than Atlas' customer
- C. At its option, carrier may elect to accept shipper's valid personal check as an acceptable form of payment for rates and charges applicable to a shipment of household goods.

#### **XXV. COLLECTION OF FREIGHT CHARGES ON HOUSEHOLD GOODS SHIPMENTS INVOLVING LOSS OR DESTRUCTION IN TRANSIT AND ON SHIPMENTS TRANSPORTED ON MORE THAN ONE VEHICLE**

- 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 provisions of this item shall apply only to the transportation of residence-to-residence moves and other shipments transported under Item 100.1.a, Commodity Description of household goods. 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, Atlas shall, at the time it disposes of claims for loss, damage, or injury 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, the 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 Item 100.1.a. Notwithstanding any other provisions of this paragraph, 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 provisions 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 its own expense, the portion of the shipment not lost or destroyed in transit.

## **XXVI. PROCEDURES GOVERNING THE PROCESSING, INVESTIGATION AND DISPOSITION OF OVERCHARGES, DUPLICATE PAYMENTS, OR OVERCOLLECTION CLAIMS**

- A. If a claim is for an overcharge, the shipper must contest the charges with carrier within 180 days of receipt of the initial bill for the charge and file a lawsuit within 18 months of delivery of the shipment. If the charge is not contested or a lawsuit is not filed within the time period indicated, carrier will not be liable and the claim will not be paid.

## **XXVII. CLAIMS FOR LOSS, DAMAGE, OR DELAY**

- A. **Claims Required.** A claim for loss, damage, injury or delay will not be voluntarily paid by Atlas unless filed in writing as provided in Item 260.2 with Atlas within the specified time limits provided in Item 260.11 and otherwise complying with applicable law, the terms of the bill of lading or other contract of carriage and all applicable tariff provisions.
- B. **Minimum Filing Requirements.** A communication in writing (including submission of an electronic claim using Atlas' internet site) from a claimant filed with carrier within the time limits specified in Item 260.11 or the bill of lading or contract of carriage of transportation, and (i) containing facts sufficient to identify the shipment (or shipments) of property involved, (ii) asserting liability for alleged loss, damage, injury, or delay, and (iii) making claim for the payment of a specified or determinable amount of money, will be considered as sufficient compliance with the provisions for filing claims embraced in the bill of lading or other contract of carriage. For each article claimed, the claim shall include the nature and extent of the damage or an indication that the article is missing, the basis for the amount claimed (i.e. date article purchased, original cost, actual cash value at time of loss or

damage), and the specific amount claimed for each article, including, in the case of damage, a repair estimate.

- C. **Documents not constituting claims.** Bad order reports, appraisal reports of damage, notations of shortage or damage, or both, on freight bills, delivery receipts or other documents, or inspection reports issued by carrier or its inspection agencies, whether the extent of loss or damage is indicated in dollars and cents or otherwise will, standing alone, not be considered by carrier as sufficient to comply with the minimum claim filing requirements specified in Item 260.2.
- D. **Claims filed for uncertain amounts.** Whenever a claim is presented against carrier for an uncertain amount, such as \$100 more or less, 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. Carrier 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 provisions of Item 260.2.
- E. **Concealed damaged 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 corresponding claim file.
- F. **Supporting documents.** When a necessary part of an investigation, each claim must be supported by the original bill of lading (if not previously surrendered to the carrier) and either the original paid bill or a photographic copy of it, for transportation service.
- G. **Verification of loss.** When an asserted claim for loss of an entire article or an entire shipment cannot be otherwise authenticated upon investigation, the carrier will obtain from the consignee of the shipment involved a certified statement in writing that the property for which the claim is filed has not been received from any other source, however, even if such statement is provided, carrier may still deny such claim based on other factors.
- H. **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.
- I. **Constructive weight of packed shipping containers.** 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 container, in the absence of specific evidence to the contrary, such interior-shipping container will be deemed to have the following weight: CONTAINER WEIGHT PER CONTAINER (In pounds)  
DRUM, DISH-PACK 60 CARTONS: Less than 3 cu. ft. 25 3 to Less than 4-1/2 cu. ft. 30 4-1/2 to Less than 6 cu. ft. 35 6 to Less than 6-1/2 cu. ft. 45 6-1/2 cu. ft. and over 50 Wardrobe Carton 60 Mattress or Box Spring Carton (Not exceeding 39" X 80") 55 Mattress or Box Spring Carton (Not exceeding 54" X 75") 60 Mattress or Box Spring Carton (Exceeding 54" X 75") 80 Crib Mattress

Carton 22 Mirror Carton 60 Cartons containing books or phonograph records will be deemed to weigh 50 pounds. Cartons containing lampshades will be deemed to weigh 10 pounds. Items not identified on the inventory as to contents will be settled for the heaviest weight on the schedule for that size container.

- J. **Time limit for filing claims.** As a condition precedent to recovery, a claim for any loss, damage, injury, or delay must be filed in writing (including submission of an electronic claim using Atlas' internet site) with carrier within nine months after delivery to consignee as shown on bill of lading, or in case of failure to make delivery of the entire shipment, then within nine months after a reasonable time for delivery has elapsed; and suit must be instituted against carrier within two years and 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 or parts of it specified in the notice. Where a claim is not filed or suit is not instituted in accordance with the foregoing provisions, carrier will not be liable and such claims will not be paid. "Filing" is defined as receipt of the claim by Atlas at its headquarters.
- K. **Salvage.** Whenever property transported by carrier is damaged or alleged to be damaged and is, as a consequence, not delivered or is rejected or refused upon tender to the owner, consignee, or person entitled to receive such property, carrier, after giving due notice whenever practicable to do so to the owner and other parties that may have an interest in it, and unless 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 interests of all persons having an interest in it. 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 any claim correspondence. Carrier also will assign to each lot of such property a successive lot number and note that lot number on its record of shipment and any such claim, if filed. Upon receipt of a claim on a shipment on which salvage has been processed in the manner described, carrier will record in its claim file 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 carrier or one or more of its directors, officers, or managers has any interest, financial or otherwise, the carrier's salvage records shall fully reflect the particulars of each such transaction or relationship, or both as the case may be.
- L. **Depreciation Factor.** When settling a claim for loss or damage, on other than a shipment transported under Full Value Protection or a released liability of 60 cents per pound per article, carrier shall use the replacement cost of the lost or damaged item as a base to apply a depreciation factor to arrive at the current actual value of the lost or damaged item; provided that where an item

cannot be replaced or no suitable replacement is obtainable, the proper measure of damages shall be the original cost, augmented by a factor derived from a consumer price index, and adjusted downward to reflect depreciation over average useful life.

## **XXVIII. CLASSIFICATION OF PARTS OR PIECES OF A COMPLETE ARTICLE**

- A. Each shipping piece or package and contents of it 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 4.
- B. When an entire shipment is transported in containers, lift vans or shipping boxes, each shipping package, piece or loose item not enclosed within a package in such containers, lift vans or shipping boxes will constitute an article.
- C. This item has no application when shipment is released to a valuation greater than 60 cents per pound per article. ATLAS VAN LINES, INC. TARIFF 1000 Original Page 45 Issued: November 1, 2007 Effective: January 1, 2008 © 2007 Atlas Van Lines, Inc.

## **XXIX. BINDING ESTIMATE PROGRAM**

- A. Upon request of a prospective shipper, carrier will provide a binding estimate of maximum charges for the cost of moving services. The binding estimate must be in writing and signed by the carrier and the shipper or his or her representative, and is applicable to those shipments described in Item 100.1, Commodity Description, subject to the provisions of this item.
- B. Transportation must commence within 60 days from the date the order for service is signed by both carrier and the shipper or his or her representative.
- C. The binding estimate amount applies only for quantities and/or services or any part thereof set forth on the binding estimate form. Carrier may elect to revise the binding estimate and void the original if quantities and/or services, or any part of them, have been added or deleted by shipper.
- D. The binding estimate may be revised, by mutual agreement between shipper and carrier, any time on or before the date shipment is loaded or any time within the 60 day period that the binding estimate is in effect, whichever comes first.
- E. Transportation is limited to the origin and destination and additional stops, if any, indicated on the binding estimate form.
- F. The provisions of Item 7 will not apply. The provisions of Item 4 and Item 1502 referring to "actual" weight shall be construed to mean "estimated" weight.
- G. Carrier may elect to assess charges in addition to the binding estimate amount for any of the following services that are not included on the binding estimate form but that are either requested by shipper or are necessary to accomplish delivery and are performed by carrier at destination:

|                          |                                                |
|--------------------------|------------------------------------------------|
| Unpacking                | Waiting Time                                   |
| Extra Pickup or Delivery | Overtime Loading and Unloading                 |
| Labor Charges            | Storage-In-Transit                             |
| Shuttle Charges          | Pickup or Delivery Rates on Storage-In-Transit |
| Auxiliary Service        |                                                |

Such additional charges will be assessed at the tariff level in effect on the date the binding estimate is signed by both the shipper and the carrier.

- H. The binding estimate amount and any additional charges are collectible by carrier at time of delivery except where credit arrangements have been previously established between shipper and carrier.
- I. The binding estimate will not include valuation charges as provided in Item 1502, Full Value Protection, and Item 35, Advancing Charges.
- J. This item will not apply on containerized shipments.
- K. This item will also apply in conjunction with Item 1526, Assured Price Protection Program.
- L. Provisions of this item will not apply to shipments transported to or from Alaska.

### **XXX. FULL VALUE PROTECTION**

- A. When Full Value Protection is ordered in writing by the shipper, carrier shall be liable to the shipper or the consignee for either the replacement value of articles lost, missing or totally destroyed while in carrier's custody without deduction for depreciation or the full cost of repairs, provided that the exceptions in Section 4 of the bill of lading in Item 3.5.6 shall apply. Actual replacement articles, if any, shall consist of articles of like kind and quality also without deduction for depreciation.
- B. Protection under this item applies only to shipments as defined in Item 100.1.a and is subject to the shipments being declared or released at the maximum valuation amounts listed in the tariff program or \$6.00 per pound times the actual net weight of the shipment, whichever is greater; and is further subject to a minimum lump sum valuation of \$10,000.00. The weight used for determining the minimum valuation shall be either the actual net weight of the shipment or the estimated weight whenever a shipment is transported pursuant to the terms and conditions of Item 1501, Binding Estimate Program.
- C. The options available under this item are contractual limits of liability as provided for in the I.C.C. Termination Act of 1995, Section 14706, and are not to be construed as "insurance".
- D. Applicable valuation charges are set out in the tariff program. They include three deductible options as follows: (A) no deductible; (B) a \$250 deductible; and (C) a \$500 deductible. If a deductible option is selected, the deductible amount shall be subtracted from any amount otherwise due customer under this item. No deductible is applicable when the customer makes 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, and carrier establishes carrier's liability through investigation.

- E. Whenever the amount of minimum valuation is not shown in the charges referenced in the tariff program, the charge for the next higher maximum valuation amount will apply. (EXAMPLE: A 6,500 pound shipment x \$6.00 = \$39,000. Apply the appropriate charge for \$40,000.)
- F. Shipper may declare or release the shipment to a higher maximum valuation amount than the amount determined for the actual or billed weight of the shipment, subject to the applicable charge for such higher maximum valuation. The higher valuation amount selected must be one of the amounts listed in the tariff program.
- G. Shipments or portions of them that also involve storage-in-transit are subject to an additional storage-in-transit valuation charge as follows: for each storage period of 15 days, or fraction thereof, an additional storage-in-transit valuation charge equal to 10% of the shipment valuation charge will apply.
- H. Carrier's maximum liability shall not exceed: (a) the released or declared value on the shipment; or (b) the full cost of repair to the damaged property, whichever is less. Carrier shall have the option of repair or replacement of damaged item(s).
- I. Replacement shall mean the cost, at the time of the loss, of a new article identical in all respects to the damaged, lost, missing or destroyed item(s). When the item(s) is no longer obtainable, replacement cost shall mean the cost of a new item(s) of similar quality and utility. All items that are replaced or for which the full market value has been paid become the property of the carrier.
- J. When Full Value Protection applies to a shipment that includes one or more vehicles (automobiles, vans, trucks, limousines, motorcycles, snowmobiles, personal watercraft, boats, truck campers, motor homes, travel trailers, fifth wheel trailers, camping trailers, aircraft, etc.), carrier's maximum liability for the vehicle(s) will be the lesser of (i) the value stated in the current N.A.D.A. Guides (the "Guide") for such vehicle(s), adjusted for mileage and other factors considered in the Guide or (ii) appraised value.

### **XXXI. SELECTED DELIVERY DATE SERVICE**

- A. Selected delivery date service means tendering delivery of a shipment on or before a date specified by the shipper and agreed upon by carrier and shipper. Subject to the availability of equipment for a particular service desired, a shipper may obtain selected delivery date service on a shipment by agreeing to accept transportation charges based on an agreed minimum weight that is in excess of the actual weight of the shipment.
- B. Selected delivery date service will be furnished by the carrier only when shipper or his agent requests such service in writing or signs the order for service indicating such service was ordered. The bill of lading must be marked

or stamped: C [ ] SELECTED DELIVERY DATE SERVICE REQUESTED.  
SHIPMENT TO BE TRANSPORTED AT AGREED MINIMUM WEIGHT OF \_\_\_\_\_  
POUNDS

- C. In the event the shipment is not tendered for delivery on or before the specified delivery date, the charges for the shipment shall be based on the actual weight of the shipment.

### **XXXII. FIXED CHARGE PROGRAM**

- A. Upon request of a shipper to carrier to provide a specific transportation, transportation-related or non-transportation-related service, carrier may provide the shipper with a fixed charge for such service in writing and carrier will provide such service for the fixed charge. The fixed charge provided by carrier shall constitute a written binding estimate of the rate for providing the service specified.
- B. Carrier may provide the specified service directly or through a third party.
- C. If an order for service is required for the shipment and the request is made after the shipment is loaded, the charge shall appear on the bill of lading or other service document and shall be signed or initialed by the shipper.
- D. This item may not be used for linehaul or packing charges, which may be included in a binding estimate under Item 1501.
- E. The provisions of this Item shall apply in lieu of any item based upon weight or labor rates and shall apply in lieu of Item 35, Advancing Charges.
- F. This item may not be used for valuation charges as provided in Item 1502.
- G. The fixed charge applies only for the specific services described in the writing provided to the shipper. Carrier may elect to void the fixed charge if the service required is other than as described.
- H. The fixed charge will only apply if other transportation services are provided.
- I. Carrier may revise the fixed charge by notice to shipper if transportation of the shipment does not begin within 90 days from the date that the shipper is provided the charge in writing.
- J. The fixed charge provided in this item will not be included in the total charges for application of Item 1501, Binding Estimates; Item 1523, Discounts for Individual Shippers; or Item 1526, Assured Price Protection Program.

### **XXXIII. FLAT-SCREEN TELEVISION PACKING SERVICE**

- A. Flat-Screen television packing/unpacking service charges will apply when a flat-screen television is packed/unpacked using the specially designed cartons approved by Atlas.
- B. The charges as provided in the tariff program are in addition to all other applicable packing and unpacking charges R 1509.3 If requested by the shipper, overtime charges apply when service is performed between 5:00 p.m. and 8:00 a.m., Monday through Friday, or at any time on Saturdays, Sundays

and Holidays. Overtime charges will not apply when service is performed for carrier's convenience.

#### **XXXIV. ASSURED PRICE PROTECTION PROGRAM**

- A. Carrier may offer shipper assured price protection. In this case, the rates charged to shipper will be the lesser of the maximum price as provided in Item 1501, Binding Estimate Program, or the total charges based upon the actual weight as determined pursuant to Item 1523 and subject to discount as set forth in that item. In each case, the binding or discounted amount will not include charges for valuation, full value protection, storage-in-transit, pickup or delivery on storage-in-transit shipments, crating and third party services, which are in addition to the charges determined under this item. The exact rate, charges and service terms applicable to any given shipment can be determined by comparing the amount determined under Item 1501 to the amount determined under Item 1523 and applying the lesser of those two amounts.
- B. All shipments transported under provisions of this item will be weighed.
- C. This item does not apply in conjunction with any other transportation charge rate reductions offered by the carrier.
- D. Provisions of this item will not apply to shipments transported to or from Alaska.

#### **XXXV. FVP - \$6.00 R**

- A. When valuation under this item is offered to a customer at carrier's discretion and ordered in writing by the customer, carrier shall be liable to the customer for either the replacement value of articles lost, missing or totally destroyed while in the carrier's custody without deduction for depreciation or the full cost of repairs, provided that the exceptions in section 4 of the bill of lading in Item 3.5 shall apply. Actual replacement articles, if any, shall consist of articles of like kind and quality also without deduction for depreciation.
- B. This item shall only apply to shipments of household goods as defined in 49 U.S.C. Section 13102 (10) (B). The shipment must be declared or released at a value of \$6.00 per pound for the weight of the entire shipment. The net weight of the shipment shall be used for determining the amount of valuation on the shipment.
- C. The valuation available under this item is a contractual limitation of liability as provided in the I.C.C. Termination Act of 1995, Section 14706 (c) (1) (a), and is not construed as "insurance".
- D. Carrier's maximum liability shall not exceed: (a) the released or declared value of the shipment; or (b) the full cost of repair to the damaged property, whichever is less. Carrier shall have the option of repair or replacement of damaged item(s). Replacement shall mean the cost at the time of loss of a new article identical in all respects to the damaged, lost, missing or destroyed item(s). When the item(s) is no longer obtainable, replacement cost shall

mean the cost of a new item(s) of similar quality and utility. All items that are replaced or for which the full market value has been paid become the property of the carrier.

- E. When full value protection applies to a shipment that includes one or more motor vehicles (automobiles, vans, trucks, limousines, motorcycles, snowmobiles, personal watercraft, boats, truck campers, motor homes, travel trailers, fifth wheel trailers, camping trailers, aircraft, etc.), carrier's maximum liability for the vehicles will be the lesser of (i) the value stated in the current N.A.D.A. Guide (the "Guide") for such vehicle(s), adjusted for mileage and other factors considered in the Guide or (ii) appraised value.