

OFFICIAL INTRACITY HOUSEHOLD GOODS TARIFF 22

10 GENERAL APPLICATION OF TARIFF

The rates, rules, regulations and charges provided in this tariff apply to transportation between points within the city or village or within a radius of 5 miles of the corporate limits of such city or village and the transportation is provided by motor carriers domiciled in the same city or village.

20 Advanced Charges

- A. Charges advanced by carrier for services of others engaged at the request of the shipper will be supported by carrier with a copy of invoice identifying the person or persons providing the service, setting forth services rendered and charges incurred.
- B. When carrier engages services of third persons at the request of and as agent for the shipper, carrier will not assume responsibility for their activities or conduct, amount of their charges, nor for the quantity or quality of services furnished.
- C. The charges so advanced are in addition to and shall be collected with all other lawful rates and charges.

30 Articles Liable to Cause Damage

- A. Carrier shall not accept for shipment property liable to impregnate or otherwise damage equipment or other property.
- B. The carrier shall not accept for shipment articles which cannot be taken from the premises without damage to the article or the premises.

40 Bill of Lading and Rates

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

Any alteration, addition or erasure on a Bill of Lading made without the special notation there on by the carrier issuing the Bill of Lading shall be without effect and the Bill of Lading shall be enforceable according to its original tenor.

- B. Unless the shipper expressly releases the shipment to a value not exceeding 30 cents per pound per article, the carrier's maximum liability for loss and damage shall be either:
 - 1. The lump sum value declared by the shipper or \$5,000, whichever is greater, subject to a \$250 deductible; or
 - 2. The lump sum value declared by the shipper or \$10,000, whichever is greater, not subject to a deductible.

For this liability coverage – referred in the industry as valuation coverage - additional valuation charges as provided in Item 1200 – Valuation Charge (see full Tariff 22) will apply. If the shipper wishes to avoid these additional charges, s/he must agree that if any articles are lost or damaged, the carrier's liability will not exceed 30 cents per pound for any lost or damaged article or articles in the shipment. This basic valuation coverage – of .30 per pound per article – is provided at no cost to the shipper.

60 Carrier's Liability on Articles of Extraordinary Value or Perishables

- A. The carrier will not assume any liability whatsoever for the following: documents, currency, money, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidence of debt, securities, notes, postage stamps, stamp collections, revenue stamps, letters, articles of peculiarly inherent value, precious metals or articles of manufactured therefrom which are not specifically listed on the Bill of Lading.

- B. When perishable articles are included in a shipment with or without knowledge of the carrier, responsibility for condition or flavor will not be assumed by the carrier.

80 Claims

A. Claims in writing required

A claim or loss, damage or injury will not be voluntarily paid by the carrier unless filed in writing as provided in Paragraph B below, within the specified time limits and as otherwise may be required by 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 from a claimant, filed with the carrier within the time limits specified in the Bill of Lading will be considered sufficient compliance with the provisions for filing claims embraced in the Bill of Lading as long as the following information is included:

1. Contains facts sufficient to identify the shipment.
2. Asserts liability for alleged loss, damage, or injury.
3. Makes claim for the specified payment or determinable amount of money.

C. Concealed damage or shortage

Carrier must be promptly notified after discovery of concealed damage or shortage and given reasonable opportunity to inspect the shipment and packing. If more than fifteen days pass between date of delivery of shipment by carrier and date of report of loss or damage, and request for inspection by consignee, it is incumbent upon the consignee to offer reasonable evidence to the carrier that loss or damage was not incurred by the consignee after delivery of shipment by carrier.

D. Time limit for filing claims

As a condition precedent to recovery, a claim for any loss, damage, injury, or overcharge must be filed in writing with the carrier within thirty (30) days after delivery.

130 Disassembling and Reassembling

A. Upon request of the shipper, the carrier – at the established hourly rate – may to any of the following disassembling and reassembling tasks:

1. Remove any outdoor articles embedded in the ground or secured to a building.
2. Assemble or disassemble any outdoor articles such as steel utility cabinets, swing sets, slides, sky rides, jungle gyms, or other outdoor articles of similar nature.
3. Assemble or disassemble unusual articles found inside of buildings such as steel shelving, pool tables, elongated work tables, counters, etc.

B. In such cases, the shipper is required to furnish any new hardware, nuts, bolts, etc. necessary to perform the reassembly service at the time of reassembly.

140 Explosives or Other Dangerous Articles

Explosives or other dangerous articles will not be accepted for transportation.

150 Hoisting, Lowering, or Rigging

A. When it is necessary to use hoisting, lowering, or rigging services to accomplish shipment pick up or delivery, carrier will perform such services at the agreed upon hourly rate subject to carrier's ability to furnish equipment and experienced personnel.

- B. At the shipper's request, the carrier will – as agent for the shipper – undertake to secure such services from third party, if available; however, in such circumstances, the carrier assumes no responsibility for the activities or conduct of the third party, amount or payment of its charge, or quality or quantity or service furnished, nor will carrier be liable for loss or damage to shipment while in the custody of the third party.
- C. If carrier is unable to furnish the equipment and experienced personnel, the shipper must arrange for such service.

160 Rates

- A. Transportation rates published in this tariff are filed rights. Carriers must quote and assess levels of those rates which are on file with the commission.
- B. Carrier will make the best effort to determine the number of people in the size and number of motor vehicle equipment appropriate to provide safe and timely transportation services under the particular circumstances of the requested movement.
- C. Hourly charges shall be computed by multiplying the hourly rate by the time involved.
- D. The drive time from the warehouse to the origin and the drive time back to the warehouse from the destination should be billable time.
- E. Unless otherwise provided, fractions of an hour will be disposed of as follows:
 - 1. If less than 15 minutes, the charge will be for ¼ of an hour.
 - 2. If more than 15 minutes but less than 30 minutes, the charge will be for ½ of an hour.
 - 3. If more than 30 minutes but less than 45 minutes, the charge will be ¾ of an hour.
 - 4. If more than 45 minutes, the charge will be 1 hour.

170 Impractical Operation

The carrier shall not be obligated to perform pick up or delivery or render any service at a place or places from or to which it is impractical to operate vehicles because of the condition of roads, streets, alleys, or approaches.

180 Information to be Included on Face of Uniform Household Goods Bill of Lading

- A. The Uniform Household Goods Bill of Lading issued for any shipment accepted for transportation and storage shall have printed in distinctive color in boldface type on the face thereof a statement reading as follows:

“Unless the shipper expressly releases the shipment to a value of 30 cents per pound per article, the carrier's maximum liability for loss and damage shall be either:

- 1. The lump sum value declared by the shipper or \$5,000, whichever is greater, subject to a \$250 deductible; or
- 2. The lump sum value declared by the shipper or \$10,000, whichever is greater, not subject to a deductible.

The shipment will move subject to the rules and conditions of this tariff. Shipper hereby releases the entire shipment to a value not exceeding:

(To be completed by the person signing below)

NOTICE – THE SHIPPER SIGNING THIS CONTRACT MUST INSERT IN TH ESPACE ABOVE, IN HIS/HER OWN HANDWRITING, EITHER HIS/HER DECLARATION OF THE ACTUAL VALUE OF THE SHIPMENT, SUBJECT TO A \$250 DEDUCTIBLE; THE ACTUAL VALUE OF THE SHIPMENT NOT SUBJECT TO A DEDUCTIBLE, OR THE WORDS “30 CENTS PER POUND PER ARTICLE,” OTHERWISE THE SHIPMENT WILL BE DEEMED RELEASED TO A MAXIMUM VALUE OF \$10,000.00.

(Shipper)

(Date)

B. In addition to the above statement, the following information must appear on the face of the Uniform Household Goods Bill of Lading:

1. The name and address of the carrier transporting the shipment.
2. The name, address, and telephone number of the carrier issuing the receipt or Bill of Lading that should be contacted regarding the shipment there should be a need for such contact.
3. The actual pick up date and agreed delivery date.

210 Inspection of Articles

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

220 Intracity Inventory

The carrier, at its own discretion or when requested by the shipper, will prepare a descriptive inventory for an intracity shipment that is subject to the following conditions:

- A. Shipper must indicate on the Bill of Lading that s/he requested an inventory.
- B. Carrier must notify the shipper before performing the inventory of how the cost of said inventory will be determined.
- C. Charges for determining the cost of performing a shipper requested inventory will be considered as part of the time consumed in loading the shipment and will be subject to the applicable hourly rates named in this tariff (see full Tariff 22).

230 Marking or Packing

- A. Articles of fragile or breakable nature must be properly packed.
- B. Packages containing fragile articles or articles consisting wholly or in part of glass when packed by the shipper or his agent must be marked in plain and distinct letters designating the fragile contents.
- C. When articles of furniture consisting wholly or in part of glass are covered or wrapped by the shipper or his agent, such articles shall be wrapped in a manner to clearly expose glass surfaces or glass portions.
- D. Where articles are improperly packed, crated, or boxed and by reason thereof the contents are more susceptible to damage, the carrier may arrange to have such articles properly packed at the hourly rates provided in this tariff (see full Tariff 22).

240 Payment of Charges

- A. The carrier shall not deliver or relinquish possession of any property transported by it until all tariff rates and charges thereon have been paid in cash, money order or certified check, unless other satisfactory arrangements have been made between the carrier and the consignor or consignee, when credit arrangements have been made, the charges are due and payable fifteen days after the billing date. A late charge of one and one-half (1.5%) percent on the unpaid balance may be charged after the 15th day.
- B. Nothing herein shall limit the rights of the carrier to require, at time of or before shipment, prepayment in part, in full or guarantee of the charges.

250 Perishable Items

- A. Carrier will not accept for shipment frozen foods or other articles requiring refrigeration or protection from atmospheric conditions such as temperature or humidity or changes therein, except as provided in Paragraphs B and C below.
- B. Frozen food may be accepted for transportation provided the following:
 - 1. The shipment is to be delivered within 24 hours from time of loading.
 - 2. No storage of shipment is required.
- C. When such articles are included in a shipment with or without knowledge of the carrier, responsibility for condition or flavor will not be assumed by the carrier.

260 Pick Up and Delivery

A. EXTRA PICK UP OR DELIVERY

- 1. Subject to Item 120 – Definition of Terms (see full Tariff 22), portions of a shipment may be picked up at more than one place and delivered to more than one place.
- 2. Charges will be assessed for the total time involved.

B. IMPRACTICAL PICK UP OR DELIVERY

- 1. It is the responsibility of the shipper to make shipment accessible to carrier or accept delivery from carrier at a point at which the vehicle may be safely operated.
- 2. When it is physically impossible for carrier to perform pick up of shipment at origin address or to complete delivery of shipment at destination address with normally assigned equipment, due to the structure of the building, its inaccessibility by public or private road, overhead obstruction, narrow gates, sharp turns, trees, shrubbery, the deterioration of roadway due to rain, flood, snow, or nature of an article or articles included in the shipment, the carrier shall hold itself available at point of pick up or tender delivery at destination at the nearest point of approach to the desired location where equipment can be made safely accessible.
- 3. Upon request of the shipper, the carrier will use or engage smaller equipment or provide extra labor for the purpose of transferring the shipment between the residence and nearest point of approach by the carrier's equipment.
- 4. If the shipper does not accept the shipment at nearest point of safe approach by carrier's equipment to the destination address, the carrier may place the shipment, or any part thereof not reasonable possible for delivery, in storage at the nearest available warehouse of the carrier or 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 shipment shall be considered as having been delivered.

270 Preparation for Packing to be Accomplished by Shipper or Carrier

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

Articles requiring packing, crating, wrapping, or servicing as provided for in this rule, may be prepared for shipment by the shipper or the carrier will perform the service at the request of and for the account of the shipper as provided herein.

A. PROTECTION BY CARRIER

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

B. MUSICAL INSTRUMENTS

Musical instruments such as harps, guitars, banjos, mandolins, violins, cellos, drums, trombones or similar instruments which require, for the safe transportation thereof, more protection than afforded by the carrier's regular equipment as provided for in Paragraph A above, must be packed in the instrument's own case or other adequate container.

C. MACHINERY AND EQUIPMENT

Equipment or machinery such as photographing, adding machines, air filtering machines, typewriters, computing machines and other similar equipment or machinery, must be fully protected by boxing, crating or wrapping, except when such articles can be transported in a safe and practical manner by wrapping with carrier's regular equipment as described in Paragraph A above, such protection will be furnished as part of the carrier's regular service.

D. CONTAINERS REQUIRED

Bedding, books, carpets, rugs, china, glassware, pottery, silverware, clothing, curtains, draperies, kitchen utensils, lamp shades, table lamps, small articles such as tools, athletic and game equipment, and household articles such as clothes lines, poles, umbrellas, canes, irons, ornaments, and other small articles, of less than 1 cubic foot displacement must be packed and tended to the carrier in barrels, boxes, cartons, wrapped bundles or wrapped rolls, except that trunks, tubs, pails, baskets, or other containers or articles of furniture of the shipper may be substituted when of sufficient strength, so that the use of such containers will render transportation of contents reasonably safe.

E. FRAGILE ARTICLES

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

F. MECHANICAL EQUIPMENT

Equipment and articles such as washing machines, refrigerators, sewing machines, vacuum cleaners, heaters, ranges, radios, clocks, stereo equipment, and other similar articles, the surfaces of which can usually be protected by carrier's regular equipment as provided for in paragraph A above, must have all motors, mechanical parts and ornaments securely fastened, bolted or tied in a manner to prevent loss, damage or impairment of functions.

G. SECURENESS OF CONTAINERS

Unless otherwise provided, articles for which containers are specified must be securely enclosed by the containers so that no ends or other parts protrude and in a manner that will prevent loss of articles from such containers, and any articles that are easily broken or having surface liable to damage by chafing must be protected with the authorized shipping containers by or with line, partitions, wrappers, excelsior, straw or other packing materials, which will afford adequate protection against breaking or damage.

H. CARRIER NOT OBLIGATED TO ACCEPT

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

290 Servicing of Special Articles

The transportation rates in this tariff do not include servicing of articles or appliances such as refrigerators, freezers, radios, record players, washing machines, television sets, air conditions, and similar articles which if not properly serviced may be damaged in or incident to transit; not is liability assumed for any such damage unless said articles or appliances are serviced as provided in Paragraph A or B below.

- A. Upon request of shipper, carrier will subject to B below, service such articles and appliances at origin and destination at the hourly rates provided in Item 1000 – Labor Charges (see full Tariff 22). Such servicing does not include removal of installation of articles secured to the premises; or plumbing, electrical or carpentry services necessary to disconnect remove, connect and install such articles and appliances.
- B. If carrier does not possess the qualified personnel to properly service such articles or appliances, carrier will, upon request of shipper and as its agent engage third persona to perform the servicing. When third persons are engaged by the carrier to perform any service, the carrier will not assume responsibility for the activities or conduct, amount of their charges nor the quality or service furnished.
- C. All charges by a third person must be paid by the shipper and are in addition to all other charges in the tariff. Such charges may be advanced by the carrier and billed as an advanced charge as provided in Item 20 – Advanced Charges (see full Tariff 22).

300 Shipments Retained on Carrier's Vehicle

When requested by shipper, carrier may permit a portion or full shipment to remain on its vehicle temporarily prior to delivery, but it is subject to the following conditions:

- A. Shipper must confirm its request in writing to carrier.
- B. Charges will commence the day the shipment is retained on carrier's vehicle, excluding the day of loading, and will include the last day the shipment is retained on carrier's vehicle, excluding the day of unloading.
- C. The charge for this service will be \$108 per vehicle utilized, per each day the service is provided; and it is in addition to all other charges in this tariff.