

# OFFICIAL NEBRASKA INTRASTATE TARIFF 7F

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## GENERAL APPLICATION OF TARIFF

The rates, rules, regulations and charges provided in this tariff apply to transportation between points within the State of Nebraska.

Rev. 30-Dec-15

## **GENERAL APPLICATION OF TARIFF**

The rates, rules, regulations and charges provided in this tariff apply to motor vehicle common carriers authorized under the provisions of certificates issued by the Nebraska Public Service Commission to transport household goods, personal effects, furniture, fixtures and other articles and/or commodities, when the transportation is between points in the State of Nebraska.

### **60 Articles Liable to Cause Damage**

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

### **80 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 by the carrier issuing the bill of lading will be without effect and the bill of lading will be enforceable according to its original tenor.

- B. Unless the shipper expressly releases the shipment to a value not exceeding 60 cents per pound per article, the carrier's maximum liability for loss and damage will be either:
  1. The lump sum value declared by the shipper, or
  2. An amount equal to \$1.25 times the actual weight in pounds of the shipment, whichever is greater.

For this liability, additional valuation charges as provided in this tariff 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 60 cents per pound for the actual weight of any lost or damaged article or articles in the shipment.

### **120 Overview of Full Carrier Procedure**

- A. Upon initial request for information pertaining to a move by a prospective shipper, the carrier will furnish the prospective shippers with the copy of the "Summary of Information for Shippers of Household Goods" and will retain a receipt for the same for records.
- B. Submit written "estimate" when requested by the shipper. The notation "No Estimate" will be made on the "Order for Service." (See NOTES 1 and 2)
- C. Obtain a signed "Order for Service" on every move. (See NOTES 1 and 2)
- D. Make a complete and legible "Descriptive Inventory" of each loading. (See NOTES 1 and 2)
- E. Execute a "Bill of Lading" authorized for use in Nebraska. (see rules 80, 240, 520) (See NOTES 1 and 2)
- F. Weigh each shipment and retain scale ticket complete with date, truck or trailer number and shipper's name/or bill of lading as part of each record file.

#### **140 Carrier's Liability on Articles of Extraordinary Value or Perishables**

- A. The carrier will not assume any liability 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 the like, 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.

#### **160 Claims**

- A. Claims in writing required

A claim for loss, damage or injury will not be voluntarily paid by the carrier unless filed in writing.

- B. 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.

- C. Time limit for filing claims

As a condition precedent to recovery, a claim for any loss, damage, injury, overcharge, or delay must be filed in writing with carrier within nine (9) months after a reasonable time for delivery has elapsed.

#### **200 Computing Charges**

Unless otherwise provided herein, where rates are stated in amount per 100 pounds, charges will be computed by multiplying the total weight involved by the rate shown for 100 pounds, aka 100 weight.

#### **240 Contract Terms and Conditions of Uniform Household Goods Bill of Lading**

- A. The carrier's maximum liability will be either:

1. The amount of the actual loss or damage not exceeding \$1.25 times the actual weight (in pounds) of the shipment OR the lump sum declared value, whichever is greater, OR
2. The actual loss or damage not exceeding 60 cents per pound of the weight of the lost or damaged article when the shipper has released the shipment to carrier, in writing, with liability limited to 60 cents per pound per article.

- B. Delay

1. The carrier will not be liable for delay caused by highway construction, faulty or impassable highways, or lack of capacity of any highway, bridge or ferry, or caused by breakdown or mechanical defect of vehicles or equipment, or from any cause other than negligence of the carrier.
2. Nor will the carrier be bound to transport by any particular schedule, means, vehicle or otherwise than with reasonable dispatch.
3. Each carrier will have the right in case of physical necessity to forward the property by any carrier or route between the point of shipment and the point of destination.

C. Liability

1. Shipper will be liable for any and all charges under the carrier's tariffs.
2. Shipper will indemnify carrier against loss or damage caused by explosives or dangerous articles or goods that were included in the shipment.

D. Undeliverable

1. If for any reason other than the fault of the carrier, delivery cannot be made at the address shown on the bill of lading or at any changed address of which carrier has been notified, carrier, at its option may cause articles contained in shipment to be stored in a warehouse selected by it at the point of delivery or at other available points, and there held without liability on the part of the carrier, at the cost of the owner, and subject to a lien for all accrued tariff and other lawful charges.

**260 Declaration of Value – Liability Limitation**

A. The carrier's maximum liability will be either:

1. \$1.25 times the actual weight in pounds of the shipment or the declared lump sum value, whichever is greater; or
2. 60 cents per pound for the actual weight of any lost or damaged article or articles, if the shipment has been expressly released by the shipper to such value per article. Unless the shipper expressly released the shipment to a value not exceeding 60 center per pound per article, the carrier's maximum liability for loss and damage will be either the lump sum value declared by the shipper or an amount equal to \$1.25 for each pound of weight in the shipment, whichever is greater.

B. The released value must be entered on the bill of lading in the following form and must be completed only by the person signing the bill of lading.

Example:

“The shipment will move subject to the rules and conditions of the carrier's tariff. Shipper hereby releases the entire shipment to a value not exceeding

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(to be completed by the person signing below)

NOTICE: The shipper signing this contract must insert into the space above – in his own handwriting – either his declaration of the actual value of the shipment, or the words “60 cents per pound per article,” otherwise, the shipment will be deemed released to a maximum value equal to \$1.25 times the weight of the shipment in pounds.

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(Shipper)

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(Date)

- C. If the shipper fails to complete the bill of lading required as shown above, the shipment will be deemed released to an amount equal to \$1.25 times the actual weight of the shipment in pounds.
- D. The released value and the carrier's maximum liability (whether or not loss or damage occurred from carrier negligence) as determined under this rule will apply to any claims resulting from the performance or failure to perform by carrier of any services, including accessorial services, which carrier has contracted to perform.

- E. Shippers who tender shipments which are released to a value greater than 60 cents per pound per article that include an article or articles that exceed \$100 per pound per article in value must, when properly notified of this requirement by the shipper, specifically notify the carrier in writing that an identified article or articles with a value greater than \$100 per pound are included in the shipment by execution of the following provision contained in the carrier's Bill of Lading, or in substitution thereof, the Order for Service:

**EXTRAORDINARY (UNUSUAL) VALUE ARTICLE DECLARATION**

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

\_\_\_\_\_  
Signed by Shipper

\_\_\_\_\_  
Date

**270 Definition of Local Move**

The transportation of property as provided in this tariff, by certificated motor carriers within a city or village of this state or within a radius of fifteen (15) miles beyond the corporate limits thereof, excluding any motor carrier owned in said city or village.

**280 Definition of Shipment**

The term "shipment" means property tendered by one (1) shipper and accepted by the carrier at one (1) place of origin (except as otherwise provided in Item 720 Pickup and Delivery) and at one (1) time, for (1) destination (except as otherwise provided in Item 720 Pickup and Delivery) and covered by one (1) bill of lading. The name of only one (1) shipper and one (1) consignee will appear on one (1) bill of lading, but the bill of lading may also specify the name of a party (or more than one (1) party when something specific in Pickup and Delivery is applicable) to notify of the arrival of the shipment at destination(s).

**300 Description of a complete article**

Each shipping piece of package and contents thereof will constitute one (1) article except the total component parts of any article taken apart or knocked down for handling or loading in vehicle will constitute one (1) article.

**320 Determination of constructive, loaded and tare weights**

**A. Tare Weight**

The tare weight of each vehicle used in the transportation of household goods will be determined by having it weighed prior to the transportation of each shipment, without the crew, by a certified weight master or at a certified scale, and when so weighed, the gasoline tank on each such vehicle will be full and the vehicle will contain all blankets, pads, chains, dollies, hand trucks and other equipment needed in the transportation of such shipment.

## B. Loaded Weight

1. After the vehicle has been loaded, it will be weighed, without the crew, at the point of origin of the shipment, and the net weight of the shipment will be obtained by deducting the tare weight from the loaded weight.
2. Where no adequate scale is available at point of origin, the loaded weight will be obtained at the nearest certified scale in the direction of the movement of the shipment, or in the direction of the next pickup or delivery in the case of part loads.

## C. Constructive Weight

1. If no adequate scale is available at origin, at any point enroute, or at destination, a constructive weight, based on seven (7) pounds per cubic foot of properly loaded van space may be used.
2. Such a constructive weight also may be used for a part load where the circumstances are such that its scale weight could not be obtained at origin, enroute, or at destination without first unloading it or other part loads being carried in the same vehicle.

## D. Part Loads

1. In the transportation of part loads, this rule will apply in all respects, except that the gross weight of a vehicle containing one (1) or more part loads may be used as the tare weight of such vehicle as to part loads subsequently loaded.
2. A part load for any one (1) shipper not exceeding 1,000 pounds may be weighed on a certified scale prior to being loaded on the vehicle.

## E. Weight Ticket

Whenever weights are required for this rule, the carrier will execute a weight ticket, and such weight ticket will be maintained by the carrier as part of its record of shipment.

### **340 Disassembling and Reassembling**

- A. The line-haul transportation rates do NOT include removing any outdoor article embedded in the ground or secured to a building, nor the assembling or disassembling of any outdoor articles such as steel utility cabinets, swing sets, slides, sky rides, jungle gyms, or other outdoor articles of similar nature, nor the assembling or disassembling of unusual articles found inside of buildings such as such as steel shelving, pool tables, elongated work tables, counters, etc.
- B. Upon request of shipper, owner, or consignee, the carrier will disassemble or reassemble such articles subject to charges provided in this tariff. The shipper will be required to furnish, at the time of reassembling, any new hardware, nuts, bolts, etc., necessary to perform this service.

### **380 Diversion of shipments**

- A. Upon instructions made or confirmed in writing by the consignee or owner, or the consignor, a shipment will be diverted subject to the following provisions and additional charges.
- B. The term "diversion" as used in this tariff means the following:
  1. A change in the name of the consignor
  2. A change in the name of the consignee
  3. A change in destination
  4. A change in the route at the request of the consignor, consignee or owner
  5. Any other instructions given which are necessary to effect delivery and require an addition to or a change in billing or additional movement of the shipment or both.

#### **400 Explosives or other dangerous articles**

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 shows an acceptable certificate in the lower left-hand corner.

#### **440 Full Value Protection**

- A. When full value protection is ordered in writing by the customer, the carrier will guarantee either (a) replacement of articles lost or damaged while in carrier's custody, reimbursement for full replacement cost as determined by market value, or (b) repairs, or the cost of repairs to any damaged item or items to the extent necessary to restore the item to the same condition as when received by the carrier from the shipper. Actual replacement articles, if any, will consist of like kind and quality without deduction for depreciation or wear and tear.
- B. Carrier's maximum liability will not exceed the released or declared value on the shipment or the full cost of repair to the damaged property, whichever is less. The carrier will have the option to repair or replace damaged articles.
- C. All items which are replaced or for which the full current market value has been paid become the property of the carrier.
- D. Provisions of this item are contractual limits of liability and are not to be construed as "insurance".
- E. Full value protection will be subject to the shipment being declared or released at a minimum lump sum value of \$5,000 or \$4 times the net weight of the shipment in pounds, whichever is greater. The stated valuation must be in the increments show in section 1, "Additional Services and Charges." If the Shipper declares or releases the shipment to a valuation that falls between the Valuation Amounts shown, the next higher valuation amount and the applicable charge associated therewith will apply.
- F. The weight used for determining the minimum valuation will be the actual net weight of the shipment.
- G. Carrier's maximum liability and the charges for Full Value Protection are provided in "Additional Services and Charges" section.
- H. Shippers who tender shipments that include an article or articles that exceed \$100 per pound per article in value must specifically notify the carrier in writing that an identified article or articles with a value greater than \$100 per pound are included in the shipment provided that the shipper has been given proper notice of this requirement by the carrier. Such notification will be by execution of the following provision contained in the carrier's bill of lading or the Order for Service:

### Extraordinary (Unusual) Value Article Declaration

I acknowledge that I have prepared and retained a copy of the “Inventory of Items Valued in Excess of \$100 per pound per article” that are included in my shipment and that I have given a copy of this inventory to the Carrier’s representative. I also acknowledge that the carrier’s liability for loss of or damage to any article valued in excess of \$100 per pound will be limited to \$100 per pound for each pound of such lost or damaged article (based on actual weight) not exceeding the declared value of the entire shipment, unless I have specifically identified such articles for which a claim for loss or damage is made on the attached inventory.

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Signed by Shipper

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Date

I have been informed by the carrier of the availability of full value insurance protection. I understand that full value protection insurance would insure that any item that is lost or damaged would result in its full replacement and that failure to purchase this insurance will result in limited liability to the carrier for any loss or damage. By signing or initialing below, I hereby indicate that I have declined to purchase full value protection insurance.

A shipper’s failure to notify the carrier that an article or articles having a value that exceeds \$100 per pound will be included in the shipment will restrict the carrier’s maximum liability to \$100 for each pound of any lost or damaged article (based on actual article weight), not to exceed the declared value of the entire shipment, provided that the carrier has given the shipper adequate notice of the requirements of such notification.

- I. Upon request of the shipper, the carrier – at the established hourly rate – may complete 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.
- J. 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.

#### **460 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 – See Labor Charges - 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.

**480 Hourly Rates**

- A. Charges based on time will be computed by multiplying the hourly rate by the time involved.
- B. 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.

**500 Impractical Operation**

The carrier will 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 any of the following:

- A. The condition of roads, streets, alleys, or approaches.
- B. Inadequate loading or unloading facilities.
- C. Any riot, strike, picketing, or other labor disturbances.

**520 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 will 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 60 cents per pound per article, the carrier’s maximum liability for loss and damage will be either the lump sum value declared by the shipper or an amount equal to \$1.25 for each pound of weight in the shipment, whichever is greater.”

\_\_\_\_\_  
(To be completed by the person signing below)

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

**NOTICE – THE SHIPPER SIGNING THIS CONTRACT MUST INSERT IN THE SPACE ABOVE, IN HIS/HER OWN HANDWRITING, EITHER HIS/HER DECLARATION OF THE ACTUAL VALUE OF THE SHIPMENT, OR THE WORDS “60 CENTS PER POUND PER ARTICLE,” OTHERWISE THE SHIPMENT WILL BE DEEMED RELEASED TO A MAXIMUM VALUE OF \$1.25 TIMES THE WEIGHT OF THE SHIPMENT IN POUNDS.**

\_\_\_\_\_  
(Shipper)

\_\_\_\_\_  
(Date)

- B. In addition to the above statement printed in distinctive color in boldface type, the following information must appear on the face of the Uniform Household Goods Bill of Lading:
  - 1. The name and address of the motor carrier, including the agent’s name and address, transporting the shipment. If the shipment is to be interlined, the names and addresses of all connecting carriers which will transport the shipment.
  - 2. The name, address, and telephone number of the office of the carrier issuing the receipt or bill of lading that should be contacted regarding the shipment if there should be a need for such contact.

3. The name, address, and telephone number of a person to whom notification of delay in delivery will be given, except when this cannot be obtained from the shipper.
4. The actual pick up date and agreed delivery date or the agreed period of time within which delivery of the shipment is expected at destination.
5. The tare, gross and net weights of the shipment, on the same line on which the tare weight is to be entered, the following words will be printed: “Shipper: The tare weight of the vehicle must be entered on this line prior to loading your shipment on the vehicle.”
6. The number of the vehicle onto which the shipment is loaded and the number of the vehicle-load manifest on which the bill of lading number is recorded.
7. The amount of estimated charges and method of payment of total tariff charges.
8. Maximum amount required to be paid in cash, certified check, or money order to relinquish possession of a C.O.D. shipment on which actual charges exceed estimated charges.
9. Whether shipment requires notification of actual charges and where such communication will be received.

### **560 Insurance**

The cost of insurance against marine risk or any other insurance for the benefit of the shipper will not be assumed by the carrier.

### **570 Inventory of Items Valued in Excess of \$100 per Pound per Article**

When transportation is performed under the provisions of Item Declaration of Value – Limited Liability or Item Full Value Protection, a high value inventory form will work with the bill of lading, or in substitution of the Order of Service, which form will contain the following information:

#### **HIGH VALUE INVENTORY FORM**

<CARRIER NAME>

<Carrier address and phone number>

All items included in your shipment that are considered to be of extraordinary or unusual value must be specifically identified and the carrier must be advised that they are included in the shipment.

Items of extraordinary value re defined as those items having a value greater than \$100 per pound.

Typical household goods that frequently have a value in excess of \$100 per pound are as follows:

Currency, coins, jewelry, precious metals, precious or semi-precious stones or gems, gold, silver, or platinum articles including silverware and service sets, china sets, crystal or figurines, fur or fur garments, antiques, Oriental rugs or tapestries, rare collectible items, objects of art, computer software programs, manuscripts, or other rare documents. Of course, other items may also fall into this category and must be identified as well.

The purpose of this inventory is to assist you in identifying articles of extraordinary or unusual value in order that the carrier will be aware of those items which require special handling and protection. Failure to identify such articles will result in limited carrier liability.

Item No. Description of Articles Exceeding \$100 per pound per Article

_____	_____
_____	_____
_____	_____
_____	_____

(more lines if needed)

Owner (shipper) agrees that any claim for loss or damage must be supported by proof of value and understands settlement will be based upon the information furnished on this inventory form and the declaration of value contained on the accompanying Bill of Lading, or in substitution of, the Order for Service, the Bill of Lading Terms and Conditions, the tariff in effect at the time of shipment, the household goods descriptive inventory, and all other pertinent information available to the carrier. If you have not listed articles having a value in excess of \$100 per pound per article on this inventory, your signature below attests to the face that such articles are not included in your shipment. If for any reason, items having a value in excess of \$100 per pound per article are included in your shipment and you fail to list those items on this inventory or fail to sign this inventory, you expressly agree that the carrier’s liability for loss or damage to those items will be limited to no more than \$100 per pound per article (based on the actual article weight). Further, you indicate that you understand that such valuation may be appraised at the item’s depreciated value.

TO ORIGIN:

CARRIER BILL OF LADING:

\_\_\_\_\_  
Signature of Shipper                      Date  
or Shipper’s authorized representative

\_\_\_\_\_  
Carrier’s Representative    Date

\_\_\_\_\_  
Shipment Origin (City, State)

**580 Marking or Packing**

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.

**620 Mileage and Intermediate Applications**

If the shipper requests a longer route than the shortest practical route as shown in the above mentioned mileage guide, the mileage over the longer route, as show, will apply. Where specific mileage is not referenced, mileage will be determined from the Official Nebraska Highway Map.

**640 Minimum Weight Charge**

Except as may be otherwise specifically provided for in this tariff, or as amended, a shipment weighing less than 500 pounds will be accepted only at a weight of 500 pounds. Applicable rates and charges based on weight will be subject to 500 pounds minimum.

## **680 Payment of Charges**

- A. The carrier will 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 15<sup>th</sup> day.
- B. Nothing herein will limit the rights of the carrier to require, at time of or before shipment, prepayment in part, in full or guarantee of the charges.

## **700 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 food is contained in a freezer, which at time of loading is operating at normal deep freeze temperature
  - 2. The shipment is to be transported not more than 150 miles and/or delivery accomplished within 24 hours from time of loading
  - 3. Shipment storage is not required.
  - 4. No preliminary enroute serving by use of dry ice, electricity, or other preservative method is required of the carrier.
- 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.

## **720 Pick Up and Delivery**

- A. Extra Pick up or Delivery
  - 1. Subject to Item 280, Definition of a Shipment, 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 weight of entire shipment for total distance via points of pick up or delivery or both from first point of pick up to final point of delivery, plus additional service charges applicable to each portion of the shipment at the rates provided in Section 1.
  - 3. The total charge for picked up or delivered portions will not, in any case, exceed the total charges as would apply if computed to each portion as a separate shipment.
- B. Impractical Pick Up or Delivery and Auxiliary Services
  - 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 will 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. Charges for this auxiliary service to cover labor and additional vehicle (if used) will be as provided in Section 1 and will be in addition to all other transportation or accessorial charges.
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 will be considered as having been delivered.
5. Transportation charges to cover the movement of a shipment or partial shipment from the point at which it was originally tendered to warehouse location will be computed on basis of weight of shipment or that part of shipment stored in warehouse, subject to applicable rate as provided in tariff from point at which it was originally tendered to warehouse location, which will 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 will be due and payable upon delivery of it to the warehouse. Any subsequent movement from warehouse will constitute a new shipment.

#### C. WAREHOUSE PICK UP OR DELIVERY

1. Except as otherwise provided here, if the shipment is delivered to or picked up at a warehouse, the rates for transportation include only the loading or unloading at door, platform or other point convenient or accessible to the vehicle.

#### **740 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 of the shipment 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 here.

- A. **Protection by the 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 loading 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. The cost of this service is included in transportation rates named in tariff.
- B. **Musical Instruments**  
Musical instruments such as harps, guitars, banjos, mandolins, violins, cellos, drums, trombones or similar instruments which require, for the safe transportation of the items, 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 X-ray, photographing, lithographing, printing equipment, adding machines, accounting, card punching, sorting or tabulation machines, addressing, imprinting or mailing machines, air filtering machines, bookkeeping machines, typewriter and 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 show cases, wall cases, canoes, works of art, scenery, lighting fixtures, linoleums, statuary, marble slabs, mirrors, glass tops, pictures, paintings, models, 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, irons, refrigerators, sewing machines, vacuum cleaners, heaters, ranges, radios, clocks, stereo equipment, victrolas 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 reasonably necessary for the safe transportation of the article.

### **780 Servicing of Special Articles**

The transportation rates in this tariff do not include servicing or reservicing of articles or appliances such as refrigerators, freezers, radios, record players, washing machines, television sets, air conditioners, and similar articles which if not properly serviced may be damaged in or incident to transit; nor 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 be subject to B below, service and reservice such articles and appliances at origin and destination at the hourly rates provided in Item 1300 – Special Article Servicing Charge (see full Tariff 7-F). Such servicing and reservicing 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 and reservice such articles or appliances, carrier will, upon request of shipper and as its agent engage third person to perform the servicing and reservicing. 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 7-F).

### **840 Storage in Transit**

- A. Storage-in-transit of shipments covered by this tariff is the holding of the shipment in the warehouse of the carrier or its agent, for storage, pending further transportation, and will be affected only at specific request of the shipper. For the purpose of this rule, carrier may designate any warehouse to serve as its agent.
- B. When storage-in-transit shipment has been placed in a carrier's or agent's warehouse, both the carrier and the warehouse must have in their possession records showing the following:
  - 1. An itemized list of the shipment with the bill of lading number noted therein.
  - 2. Point of origin and destination.
  - 3. Condition of each article when received at and forwarded from the warehouse.
  - 4. The dates when all charges, advances or payments were made or received.
  - 5. Dates the shipment was delivered into and forwarded from the warehouse