

K.C.C. No. 100078

Tariff No. 11

**TARIFF
OF**

Name: Daniel's Moving & Storage Inc.

Address: 6131 W Van Buren, Phoenix, AZ 85043

Motor Common Carrier Service

Between Points

**And Places In Kansas
(As Shown Herein)**

ISSUE DATE: 02/15/16

EFFECTIVE DATE: 03/15/16

Jason J Smith, COO

Name and Title

Daniel's Moving & Storage Inc

Name of Carrier

6131 W Van Buren

Street and PO Box Address

Phoenix, Arizona 85043

City, State and Zip

Updated 1/04/15



Local and Intrastate Tariff No. DMS1000.16

FOR LOCAL AND INTRASTATE SHIPMENTS

Between points within the States (Intrastate) operating as specified in Rule 1 herein.

VERSION DMS1000.16

ISSUED: February 15, 2016

EFFECTIVE: March 15, 2016

Issued by:
Jason J. Smith
Chief Operating Officer
Daniel's Moving & Storage, Inc.
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Local and Intrastate Tariff No. DMS1000.16

Contents

MODIFICATION OF PREVIOUS VERSIONS 4

RULES AND REGULATIONS 4

RULE 1- BOUNDARY DEFINITION OF LOCAL AND INTRASTATE SERVICES..... 4

RULE 2-DETERMINATION OF LOCAL AND INTRASTATE PRICING SCHEDULES..... 4

RULE 3-Mileage Calculation and Application 4

RULE 4-BILL OF LADING 4

RULE 5-RELEASED AND DECLARED SHIPMENT VALUE (VALUATION) 6

CUSTOMER'S DECLARATION OF VALUE 6

RULE 6-CONSOLIDATION OF SHIPMENTS 7

RULE 7-CLAIMS 7

RULE 8- WEIGHING AND WEIGHTS 9

RULE 9-PROHIBITED AND RESTRICTED ARTICLES..... 9

RULE 10-MINIMUM CHARGE..... 10

RULE 11-REMOVAL OR PLACEMENT OF PROPERTY FROM OR TO INACCESSIBLE LOCATIONS..... 10

RULE 12-ADVANCING CHARGES 10

RULE 13-Payments 11

Rule 14 - SHUTTLE SERVICE 11

Rule 15 - SHUTTLE SERVICE CHARGES..... 12

Rule 20-Storage In Transit..... 12

Rule 21 - STORAGE-IN-TRANSIT CHARGES 14

Rule 22-LIGHT AND BULKY ARTICLE AND WEIGHT ADDITIVES 15

Rule 23-Extra Pickup or Delivery 16

Rule 24-Loading and Unloading 16

Rule 25-Articles Liable to Cause Damage..... 16

Rule 26-Servicing Special Articles..... 16

Rule 33-IMPRACTICAL OPERATIONS 16

Rule 1506 - FIXED CHARGE..... 17

SECTION 1 RATES..... 18

 ITEM 100-Packing & Unpacking 18

 ITEM 101-Container Charge 19

 ITEM 200-Transportation Rates 19

 ITEM 300-Fuel Cost Adjustment..... 20

 ITEM 600-Third Party Referral Charges..... 20

 ITEM 700-Storage In Transit and Warehouse Handling Charges 20

 Item 710-Pick-up or Delivery Transportation Rates to Apply on Storage In Transit Shipments..... 20

SECTION 2-ADDITIONAL SERVICE RATES..... 20

 2.1A Elevator 20

 2.1B Stair Carry Charge 20



Local and Intrastate Tariff No. DMS1000.16

| | |
|--|----|
| 2.2 Long Carry/Excessive Distance | 20 |
| 2.3 Stair Carry - Piano/Organ | 20 |
| 2.4 Extra Labor | 20 |
| 2.5 Overtime..... | 21 |
| 2.6 Waiting Time | 21 |
| 2.7 Shuttle | 21 |
| 2.8 Bulky Articles | 21 |
| 2.9 Weight Additive..... | 22 |
| 2.10 Extra Pick up..... | 22 |
| 2.11 Bridge & Tolls | 22 |
| 2.12 Self Storage, Mini Storage Pick-up/Delivery | 22 |



Local and Intrastate Tariff No. DMS1000.16

APPLICATION OF CONSOLIDATED TARIFF

This tariff applies for the transportation of used household goods shipments by Daniel's Moving & Storage, Inc. (Daniel's or Carrier) between points within the State (Intrastate), and NOT INCLUDING INTERSTATE TRANSPORTATION AS AN AGENT OF ATLAS VAN LINES as follows:

MODIFICATION OF PREVIOUS VERSIONS

This consolidated tariff cancels, replaces and supersedes any and all previous publications, supplements thereto and/or reissues thereof including:

| State | License# | Cancelling Tariff |
|----------|----------|-------------------|
| Kansas | 10007B | 2013-1000.2 |
| Missouri | 69603 | 2013-1000.2 |
| Arizona | N/A | 2013-1000.2 |

Changes, updates, cancellations and revisions to these provisions will be accomplished by reissue of the tariff.

RULES AND REGULATIONS

Except as otherwise provided herein, the rates named in this tariff include one pick up and loading at point of origin and one delivery and unloading at point of destination.

RULE 1- BOUNDARY DEFINITION OF LOCAL AND INTRASTATE SERVICES

For the purposes of defining the boundaries between local services and intrastate services:

1.1 Local Services: All services performed with an origin & destination address within 50 miles of a single Daniel's Moving & Storage facility.

1.2 Intrastate Services: All services performed with an origin OR destination outside of a 50-mile radius of a single Daniel's Moving & Storage facility, however not crossing an interstate border.

RULE 2- DETERMINATION OF LOCAL AND INTRASTATE PRICING SCHEDULES

2.1 Boundaries determined in Rule 1 shall be used to determine local and intrastate pricing schedules.

2.2 Local Services: All local services are estimated, performed, rated and collected on final charges including: A written and agreed upon pre-negotiated hourly rate for labor and travel time (identified as time from facility to origin, and destination to facility) between the customer and the carrier.

Charges based on time shall be computed by multiplying the hourly rate by total hours. Fractions of an hour will be disposed of as follows: Where the time involved is less than 15 minutes, the charge shall be for one quarter of an hour. When in excess of 15 minutes but not more than 30 minutes, charge for one-half hour. When in excess of 30 minutes but not more than 45 minutes, charge for three quarters of an hour. When in excess of 45 minutes, charges for one hour.

A written and agreed upon rate for all equipment, materials, supplies and third party services. A written and agreed upon rate for vehicle and fuel surcharges.

A written and agreed upon rate for storage (including cartage).

A written and agreed upon rate for any additional service not included in the original scope of work and local order for service.

2.3 Intrastate Services: All Intrastate services are estimated, performed, rated and collected on final charges based on each applicable section within this tariff.

RULE 3- Mileage Calculation and Application

3.1 Except as otherwise provided herein, where rates are based on mileage, the distance or mileage shall be the shortest practical route utilizing Google Maps.

3.2 If the shipper requests a longer route than that of the shortest practical route as shown above, then the longer route mileage shall apply.

3.3 If mileages are not shown from any point of origin or to any point of destination as shown above, then the mileage from or to the next furthest distance point or points shall apply

RULE 4- BILL OF LADING

4.1 The rates and charges in this tariff are conditioned upon the use of the Daniel's Bill of Lading and no other bill of lading may be used or shall apply except as provided.

4.2 Any alteration, addition or erasure on a bill of lading made without a special notation on it by the carrier



Local and Intrastate Tariff No. DMS1000.16

issuing the bill of lading shall be without effect and the bill of lading shall be enforceable according to its original tenor.

4.3 The following Contract Terms and Conditions apply to all transportation performed by carrier, in addition to all other rules, regulations, rates, and charges in this and other applicable tariffs, which are available for inspection at the location(s) specified by the carrier.

Bill of Lading Contract Terms and Conditions

This is the contract of carriage between Daniel's Moving & Storage, Inc ("we" or "us") and you, the owner(s) and/or shipper of the property covered by this contract. If your property is 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 property under the following terms:

1. All of the provisions of our tariff, 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.
2. 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 within this bill of lading. If we cannot make delivery at the address shown on this bill of lading or any 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 within the specified 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 us by the fullest extent of the law.
3. You, upon tender of the shipment to us, and the person to whom the property is 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 TWO PERCENT (2%) OF THE UNPAID CHARGES FOR THE SHIPMENT (MINIMUM \$40) 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 ATTORNEY'S FEES.
4. Subject to the exceptions and limitations set forth below, we shall be liable for physical loss, damage or delay to your property 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 resulting from (a) your or the Recipient's act or omission; (b) defects in the property or loss or damage that is unavoidable due to the nature of the property, including susceptibility to damage because of atmospheric conditions and changes in those conditions, such as humidity and temperature; (c) hostile, warlike or terrorist activity, government action, strikes, lockouts or civil disturbances (all as further defined in our tariffs); (d) acts of GOD; and (e) with respect only to delays, 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.
5. In addition, our liability will be limited to 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 is 30cents 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 30 cents per pound per article; (b) the greater of \$6.00 per pound times the weight of the entire 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 items 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.
6. In order to be able to recover any amount from us, you must file a written claim with us for loss, damage, injury or delay. We must receive your claim at our headquarters within ten (10) days after delivery of your shipment. If we fail to deliver your entire shipment, we must receive your claim at our headquarters within ten (10) after delivery of your shipment. 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 any 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.



Local and Intrastate Tariff No. DMS1000.16

no charge.

WARNING: By selecting this option, you are waiving Daniel's liability for the full value of your shipment. If you do not select Minimal Protection, you will receive and will be charged for Full Value Protection with a \$500 deductible, as outlined in Option 1. To waive Full Value Protection and to select Minimal Protection you must write, on the line below, the words "30 cents per pound."

I select Minimal Protection and understand that my shipment will be valued at _____.

Your signature is required below:

I acknowledge that I have 1) selected Full Value Protection and declared a value for my shipment and a deductible amount, or 2) selected Minimal Protection and waived Full Value Protection.

Customer's Signature _____

RULE 6-CONSOLIDATION OF SHIPMENTS

6.1 The term 'shipment' means property tendered by one shipper, and accepted by the carrier for loading the same day or consecutive days, at one place of origin for one consignee, at one destination, and covered by one bill of lading. The name of only one shipper and one consignee shall appear on one bill of lading, but the bill of lading may also specify the name of a party (or more than one party) to notify of the arrival of the shipment at destination(s).

RULE 7-CLAIMS

7.1 Any claim for loss, damage or overcharge shall be in writing and received at carrier's headquarters (below) within ten (10) days after delivery of your shipment.

Daniel's Moving & Storage, INC.
6131 W. Van Buren
Phoenix, AZ 85043

7.2 As a condition precedent to any claim adjustment or payment, said claim shall be accompanied by the original paid bill for transportation and original bill of lading. Carrier requires a certified or sworn statement of claim.

7.3 Carrier shall be immediately notified of all claims for concealed and/or external damage and be given opportunity to inspect alleged external damage or concealed damage in original carton packed by carrier. Carrier will have no liability for any items packed by owner or other parties unless exterior damage to the carton is noted, in writing, on the delivery documents.

7.4 The Carrier's liability shall not exceed the cost of repairing or replacing the property lost or damaged with materials of like kind and quality. Carrier's liability will be limited by the valuation option that is selected by the shipper on the order for service, or, if your employer or another party is paying for the move, by that party. Our maximum liability shall be: (a) the lesser of 30 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 carrier with liability limited to 30 cents per pound per article; (b) the greater of \$8.00 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. (c) If no value is declared, \$8.00 per pound times the weight of the shipment will be the applied valuation charged.

7.5 Carrier 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 at our facility. We will not be liable for any such loss, damage or delay caused by or resulting from (a) your or the Recipient's act or omission; (b) defects in the goods, inherent vice, mechanical or electronic malfunctions, 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; (c) hostile, warlike or terrorist activity, government action, strikes, lockouts, or civil disturbances; (d) acts of God; and (e) 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, flammables, combustibles, liquids, chemicals, or any other dangerous articles. We shall not be held liable for jewelry, firearms, perishable items, coins, currency, stocks, bonds, legal documents,



Local and Intrastate Tariff No. DMS1000.16

valuable collections, collections and medications. No claim for any item in excess of \$3,000 value will be paid unless the High Value item (over \$3,000) was declared, in writing, to the Carrier on a High Value inventory prior to loading of the shipment.

7.6 The carrier shall not be liable for loss or damage occurring after the property has been delivered to or receipted for by the consignee or shipper or agent of either. When the carrier is directed to unload or to delivery property (or render any service) at a place or places at which the consignee or its agent is not present, the property shall be at the risk of the owner after unloading or delivery.

7.7 The carrier's liability with regard to sets or matched pieces shall be limited to repair or replacement of the lost or damaged piece or pieces only and shall not extend repair, replacement or recovering of the entire set, but in no event to exceed the released value or portion declared in the order for service and/or Bill of Lading.

7.8 The carrier's liability shall terminate at the time of delivery to a public storage facility, garage and/or storage shed. Any loss or damage, not documented in writing at the time of delivery, will not be the Carrier's liability and will be denied.

7.9 If carrier fails to deliver your entire shipment, carrier must receive your claim at carrier's headquarters within ten (10) days after delivery of your shipment. Shipper or Consignee must file any lawsuit within two years and one day from the date carrier gives written notice that carrier has disallowed any claim or any part of it. Carrier may not pay any claim if there are any charges due on the shipment. If the claim is for an overcharge, Shipper or Consignee 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. When Shipper or Consignee does not file a claim or lawsuit within the time periods indicated, carrier will not be liable and the claim will not be paid.

7.10 The released or declared value and the carrier's maximum liability, whether or not loss or damage, injury, or delay occurred from carrier negligence, 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.

7.11 Rates or charges based on released value have been authorized by the Surface Transportation Board in Amendment No. 4 to Released Rates Decision No. MC-999, decided December 18, 2001 and revised July 24, 2006, subject to complaint or suspension. Any limitation of liability resulting from application of this provision has been authorized by the Surface Transportation Board in Amendment No. 4 to Released Rates Decision No. MC-999, decided December 18, 2001 and revised July 24, 2006, subject to complaint or suspension.

7.12 Carrier will not assume the cost of insurance against marine risk or any other insurance for the benefit of the shipper.

7.13 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.

7.14 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 30 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.

7.15 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

7.16 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.

7.17 Unless you specifically advise us otherwise; you authorize any person who releases your



Local and Intrastate Tariff No. DMS1000.16

shipment to Carrier at origin or accepts it at delivery to act for you and sign any document in connection with your shipment.

RULE 8-WEIGHING AND WEIGHTS

8.1 When transporting shipments on a non-binding estimate, Daniel's shall determine the weight of each shipment transported prior to the assessment of any charges dependent upon the shipment weight. Except as otherwise provided in this item the weight shall be obtained on a scale meeting the definition of a certified scale as provided in FMCSA 49 CFR 375.1 (b)(4).

8.2 Weighing Procedure. Except as otherwise provided in this item, the weight of each shipment shall be obtained by determining the difference between the tare weight of the vehicle on which the shipment is to be loaded prior to the loading and the gross weight of this same vehicle after the shipment is loaded; or, the gross weight of the vehicle with the shipment loaded and the tare weight of the same vehicle after the shipment is unloaded. At the time of both weights the vehicle shall have installed or loaded all pads, dollies, hand trucks, ramps and other 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.

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 weights when the tare weighing is the first weighing performed.

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.

Shipments weighing 3,000 pounds or less may be weighed on a certified platform or warehouse scale prior to loading for transportation or subsequent to unloading.

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.

The shipper or any other person responsible for payment of the transportation 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.

8.3 Daniel's 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 Dealer's 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.

8.4 Weight Tickets. Daniel's shall obtain a separate weight ticket for each weighing required under this item except when both weights are performed on the same weigh scale, one weight ticket may be used to record both weights. Every weight ticket must be signed by the person performing the weighing and must contain the following minimum information:

The complete name and location of the scale. The date of each weight.

Identification of the weight entries thereon as being the tare, gross and/or net weights. The company or carrier identification of the vehicle.

The last name of the shipper as it appears on the bill of lading. The carrier's shipment registration number.

8.5 The original weight ticket(s) relating to the determination of the weight of a shipment must be retained by the carrier as part of the file on the shipment. All freight bills presented to collect any shipment charges dependent on the weight transported must be accompanied by true copies of all weight tickets obtained in the determination of the shipment weight.

8.6 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.

RULE 9-PROHIBITED AND RESTRICTED ARTICLES

9.1 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, nor will carrier accept for shipment perishable articles including frozen foods, articles requiring refrigeration or perishable plants except as provided in Items 9.2, 9.3 or 9.4.

9.2 Frozen food will be accepted for transportation provided:

The food is contained in a freezer, which at time of loading is at normal deep freeze temperature.



Local and Intrastate Tariff No. DMS1000.16

The shipment is to be transported not more than 150 miles and/or delivery accomplished within 24 hours from time of loading.

9.3 No storage of shipment is required.

9.4 No preliminary or en route servicing by use of dry ice, electricity, or other preservative methods is required of the carrier.

9.5 Perishable plants will not be accepted for transportation.

9.6 The carrier will not be responsible for any perishable article included in a shipment without the knowledge of the carrier.

9.7 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.

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

RULE 10-MINIMUM CHARGE

10.1 Except as may be otherwise specifically provided, shipments transported under the provisions of this tariff weighing less than 5,000 pounds shall be accepted only at a weight of 5,000 pounds and applicable rates and charges based on weight shall be subject to 5,000-pound minimum.

RULE 11-REMOVAL OR PLACEMENT OF PROPERTY FROM OR TO INACCESSIBLE LOCATIONS

11.1 It is the responsibility of the shipper to remove or place property from or to attics, basements and other locations, and to make property available to the carrier where the location of property and goods to be shipped or delivered is:

Not accessible by a permanent stairway (does not include ladders of any type), Not adequately lighted, does not have a flat continuous floor, and does not allow a person to stand erect.

11.2 If the shipper or owner requests and carrier agrees to removal or placement of property from or to such areas not readily accessible, Section 2, Labor Charges, will apply for this service.

RULE 12-ADVANCING CHARGES

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

Obtaining agricultural quarantine inspections, and

Obtaining permits required for legally transporting articles that are over-width, over-height, over-length, or any combination thereof, including the use of one or more flagmen and/or escort vehicle(s), will be supported by carrier with a copy of invoice setting forth services rendered, charges and basis of them, together with reference to the applicable schedule or tariff if charges are assessed in accordance with them.

12.2 The charges so advanced are in addition to and shall be collected with all other lawful rates and charges.

12.3 Charges will also be advanced by the carrier for expenses incurred by the carrier as a result of services performed that are subject to officially assessed state or local fees or taxes, such as sales taxes, use taxes and debris disposal or recycling fees. Charges so advanced are in addition to and shall be collected with all other lawful rates and charges.

12.4 Toll charges will be advanced by the carrier, for expenses incurred by the carrier as a result of transiting bridges or ferries that are subject to officially assessed federal, state, county or local use fees.

12.5 On shipments to which Rule 12 applies, Section 2, Waiting Time Charges, will also apply during any hour of the day, including Saturdays and Sundays, without any allowable free waiting time, when carrier is prevented by law, regulations, or otherwise from performing over-the-road transportation due to the nature of the over-dimension article(s). The waiting time charge may be applied at origin, destination, or en route and may apply more than once on a shipment.

12.6 Except as otherwise specifically provided, the advancement of tolls is restricted to bridges or ferries that are subject to officially assessed federal, state, county or local use fees. Highway and turnpike tolls and other service charges incurred by carrier will be borne by carrier and not treated as advanced charges.

12.7 When the origin or destination of the shipment, or a portion(s) of it, is located at a point accessible only by the use of a ferry and is covered under Rule 33 and Section 2-Shuttles, the provisions of that item will apply.

12.8 When the origin or destination of the shipment, or portion(s) of it, is located at a point accessible only by the use of a ferry and is not covered by Rule 33 or Section 2-Shuttles the following provisions apply:

12.9 The actual ferry charges will be advanced by the carrier and billed to the shipper as an advanced



Local and Intrastate Tariff No. DMS1000.16

charge as provided.

12.10 When carrier's normal linehaul equipment cannot be accommodated by the ferry system, shuttle service will be provided, subject to the charges and provisions named in Rule 14 and Rule 15.

12.11 Waiting time charges as provided in Section 2 will apply commencing with the arrival of the carrier's vehicle at the ferry point of embarkation, during the vehicle crossing, and terminating when the vehicle disembarks from the ferry. The allowable free waiting time provisions provided for in Section 2 will not apply during the ferry waiting and transportation period described.

RULE 13-Payments

13.1 The Carrier will not deliver or relinquish possession of any property transported until all tariff rates and charges thereon have been paid in cash, certified check or credit card, except where other satisfactory arrangements have been made between the Carrier and Shipper or Consignor.

13.2 Nothing herein shall limit the right of the carrier to require, at time of or before shipment, the prepayment in part or in full or guarantee of the charges.

13.3 Subject to the foregoing paragraphs, provision for payment of charges on Storage in Transit shipments is contained within this tariff.

13.4. Subject to federal regulations, the charges for services or quantities that are in addition to 110% of Estimated charges, those collected at delivery must be billed to the shipper within 15 days of the date of delivery (or if the carrier lacks sufficient information to compute the charges they must be billed to the shipper within 15 days of the date when sufficient information becomes available) and shall be due within 30 days following presentation of the final Bill.

13.5. The following conditions shall apply for balance-due shipments or when satisfactory arrangements for credit have been made between the carrier and the consignor or consignee, in accordance with rules and regulations of the Department of Transportation: The free credit period shall extend twenty four hours, excluding Saturdays, Sundays and Holidays, from the first 12 o'clock midnight following the presentation of the bill by the carrier or deposit of same in the U.S. Mail. In case of dispute as to the time of mailing, the postmark shall be accepted as showing such time. Except as provided in exception below, when carrier's bill has not been paid within the free credit period, credit shall automatically be extended to a total of 30 calendar days, which shall include the free credit period, and shipper will be assessed a service charge by the carrier equal to five percent of the amount of carrier's bill, subject to a \$ 100.00 minimum charge for each 30-day period that the charges remain unpaid. Carrier's bill will state separately, the total charges due during both the free credit period and the extended credit period. The mailing by shipper of valid checks or drafts in payment of charges within the credit period allowed such shipper is deemed to be the collection of the tariff charges within the credit period for the purpose of this item. In case of dispute as to the time of mailing, the postmark shall be accepted as showing such time. Carrier shall not grant credit to any shipper which fails to pay a duly presented bill within the 30 day period, unless and until such shipper affirmatively satisfies the carrier that all future bills duly presented will be paid strictly in accordance with the rules and regulations prescribed by the Department of Transportation for the settlement of carrier rates and charges.

Rule 14 - SHUTTLE SERVICE

14.1. 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 Rule and Rule 33 and Rule 15, "road-haul vehicle" for direct pickup and delivery services means a tractor and trailer in excess of a combined length of 45 feet.

14.2. 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 Rule 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.

14.3. 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 Rule 25 for the application of shuttle and/or extra labor charges, which shall be in addition to all other transportation or accessorial charges.

14.4. 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



Local and Intrastate Tariff No. DMS1000.16

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.

14.5. 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.

Rule 15 - SHUTTLE SERVICE CHARGES

15.1. 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 Rule 33 and Rule 14.

15.2. Except as otherwise provided, shuttle service charges apply at the point where the service is performed. 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 Waiting Time, and Stop offs. Refer to Section 2 for shuttle service charges.

15.3. Shuttle Service Charges. The charges provided in Section 2 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.

15.4. 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 Section 2 for the additional distance charge.

15.5. 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 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 Section 2, Overtime Loading and Unloading Service, for additional overtime charges that may also be applicable.

15.6. Charges in this item apply based on the weight of the shipment, or portion(s) of it, that is loaded or unloaded, (plus weight additives of Section 2.8 when applicable), subject to a minimum weight as listed in Rule 10.

15.7 Pursuant to Rule 3, Google Maps shall be used to determine the distances used to apply the rates in this item.

Rule 20-Storage In Transit

20.1. 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 Rule 20.14. For the purpose of this item, Carrier may designate any facility or warehouse to serve as its agent.

20.2. 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 intrastate 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 intrastate 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.

20.3. When storage-in-transit is at origin, charges (subject to Section 2) may be billed after storage-in transit is affected as follows: Transportation charges between origin and location where storage-in-transit is affected. Storage charges due at time of billing. Charges for additional services, advances and other lawful charges.

20.4. When storage-in-transit is at other than origin, charges (subject to Section 2) must be billed at the time



Local and Intrastate Tariff No. DMS1000.16

storage-in-transit is affected, as follows: Transportation charges between origin and location where storage-in-transit is affected. Charges for additional services, advances and other lawful charges.

At the time of billing under this item, storage charges due the carrier may be billed. Storage charges for subsequent days of storage that property remains in storage-in-transit may be billed as they become due.

20.5. Delivery of shipments to residence from storage-in-transit at origin, en route, or at destination will be made on the date requested, if possible. If prior commitments of carrier prevent delivery on that date, every effort will be made to deliver as soon as possible, subject to the following: If the shipment is not removed from storage by the 5th working day (excluding Saturday, Sunday and Holidays) after the requested delivery date(s), storage charges will cease to accrue after such date. If the shipment is removed from storage prior to the 5th working day after the requested delivery date(s), storage charges will cease to accrue the day after shipment is removed.

All other provisions of the tariff will continue in effect until further transportation is made available by the carrier. Until all lawful charges are paid, property will remain at carrier's or agent's storage facility subject to a lien for all such charges.

20.6. The transportation charges to apply when the shipment, or portion(s) of it, is stored in transit will be: the applicable transportation rate between initial point of pickup and storage location, and the applicable transportation rate from storage location, which, for rate application purposes, will be considered a new point of origin, to destination point.

Refer to Section 2 for the application of storage-in-transit pickup and delivery transportation charges.

20.7. The transportation charges to apply on a shipment when only a portion of the shipment is stored in transit en route to destination will be the applicable transportation rate based on total weight of entire shipment, for total distance via all points of pickup and/or delivery (from first point of pickup to final point of delivery), plus additional service charges applicable to each portion of the shipment. The total charges for picked up and/or delivered portions shall not, in any case, exceed the total charges as would apply if computed to each portion as a separate shipment. The provisions of Rule 20.6 will apply from the point of origin to storage location for determination of separate charges on the portion of shipment stored in transit, when computing the lower overall total charges.

20.8. The transportation charges to apply on a portion of a storage-in-transit shipment delivered from the storage location to destination will be the applicable transportation rate based on the weight of such portion, subject to the provisions of Rule 20.6.

20.9. 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:

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 Rule 20.6. 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 Rule 10 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 Rule 21. All subsequent charges will be based on the combined weight of the property stored in transit.

20.10. 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 intrastate character of the property is terminated at the storage location before expiration of the time limit specified in Rule 20.2, the transportation and other lawful charges shall apply in identical manner as provided in Rule 20.3 or 20.4, whichever is applicable.

20.11 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: An itemized list of the property with the bill of lading number noted on it. Point of origin and destination. Condition of each article when received at and forwarded from the storage location. The dates when all charges, advances, or payments were made or received. Dates property was delivered to and forwarded from the storage location.

20.12 During 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 Rule 13. When the selection of items requires un-stacking and/or restacking of the shipment or a portion of the shipment, charges for such handling shall be assessed in accordance with Item 700. 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: Storage charges shall continue to apply on the weight of remainder of the property. Charges for transportation furnished, if any, for the delivery of the remainder of



Local and Intrastate Tariff No. DMS1000.16

the property shall be assessed on the same basis as would apply to that portion as an individual shipment.

20.13 During 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: a. Transportation charges to apply on the addition, between initial point of pickup and storage location, will be as provided in Rule 20.6. b. Storage charges as provided in Section 2 will apply on the addition, subject to minimum weight as listed in Section 2. c. All subsequent charges including storage-in-transit will be based on the total weight of the combined property.

20.14 If delivery cannot be made at the address specified on the bill of lading because of impractical operation as defined in Rule 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.

20.15 When property is placed in storage-in-transit, the carrier's limitations on liability also apply to the party in possession of the property.

20.16 Except as specifically provided for in Rule 20.9, 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.

20.17 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.

20.18 Except as specifically provided for in Rule 20.9, 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.

20.19 Compensation to the carrier for attempted delivery to residence from storage-in-transit when failure to deliver is not the fault of the carrier will be as follows: Round trip distance from the storage facility to residence and return: Section 2, Pickup or Delivery Transportation charges on Storage-In-Transit Shipments, will apply. Storage-in-transit: A second first day storage charge will apply when the shipment is returned to storage-in transit at the warehouse location. Storage charges will continue to apply at the additional daily rate until shipment is removed or delivered from storage, except as provided Rule 20.5. Waiting Time: The provisions of Section 2 will apply if carrier is required to wait at residence.

20.20 If carrier renders storage-in-transit, no less than 30 days prior to the expiration of either the specified period of time during which the goods are to be held in such storage or the maximum period of time provided in Item 20.2 for storage-in-transit, carrier shall notify the shipper in writing: of the date of conversion to permanent storage, of the existence of a 10 day period subsequent to the date of conversion to permanent storage during which shipper may file claims against the carrier for loss and/or damage which occurred to the goods in transit or during the storage-in-transit period, and of the fact that on the date of conversion, the liability of the carrier shall terminate and the property shall be subject to the rules, regulations, and charges of the warehouseman. Such notification shall be by e-mail, overnight courier, or certified mail, return receipt requested.

20.21 Carrier holding goods for storage-in-transit for a period of time less than 30 days shall, no less than one day prior to the expiration of the specified time during which the goods are to be held in such storage, give notification to the shipper of the information specified in Rule 19 and maintain a record of it as part of its record of the shipment.

20.22 Failure or refusal of a carrier to notify the shipper in accordance with Rule 20.20 or 20.21 shall automatically effect a continuance of carrier liability pursuant to the applicable tariff provisions with respect to storage-in-transit, until the end of the day following the date upon which notice is given.

Rule 21 - STORAGE-IN-TRANSIT CHARGES

21.1 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 21.3. Charges for this service shall be based on actual weight of goods stored in transit, subject to the minimum weight listed in Rule 10, except as provided in Item 21.4.

21.2 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 Rule 20.5). If the goods are removed from storage on the same day they are placed in storage, one-day storage will apply. Refer to Section 2 for storage-in transit charges.

21.3 Carrier will provide storage-in-transit service at the location requested by the shipper (normally the county of origin or destination). If storage facilities (carrier or foreign warehouse location) as requested are not available, shipper will be advised, and storage will be effected at (a) the nearest available facility (carrier or foreign warehouse location) or (b) otherwise agreed facility. In which case, charges will be assessed based upon the location of such agreed upon storage facility. If carrier elects, for its own convenience, to provide storage-in-transit service at a location that was not requested or agreed to by the shipper, charges will be



Local and Intrastate Tariff No. DMS1000.16

assessed based upon the location as requested or agreed to by the shipper.

21.4 The storage-in-transit charges on shipments or portions of them moving under the provisions of Rule 22, Weight Additives, will be based on the weight at which transportation rate is based.

21.5 A storage-in-transit valuation charge equal to \$1.00 per 100 pounds of the applicable shipment will apply for each storage period of 30 days or fraction thereof, in addition to the charges in this item.

Rule 22-LIGHT AND BULKY ARTICLE AND WEIGHT ADDITIVES

22.1 When a shipment includes light or bulky articles as listed in this Rule, an additional loading and unloading charge or weight additive will apply, subject to the terms of this Rule. Refer to Section 2 for the light and bulky article charge. These charges do not apply to articles capable of being safely handcarried by one person and/or transported in standard cartons as listed in Section 1, Packing Services.

22.2 Light and bulky articles include: automobiles, pickup trucks, with or without mounted camper shells, sport utility vehicles, vans, dune buggies, or other specialty motor vehicles, any type or size; 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; 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); satellite television or radio receiving discs/dishes, including mounts, stands and accessorial equipment; organs, pianos, and harpsichords, any size; playhouses, doll houses, tool sheds, utility sheds or animal kennels or houses, (transported setup, not dismantled); and bath tubs, hot tubs, spas, whirlpool baths and jacuzzis, measuring less than 65 cubic feet in dimension (transported set-up, not dismantled).

22.3 Items on which weight additives apply and the weight additives are: boats and sailboats, less than 14 feet in length, are subject to a weight additive of 700 pounds. boats and sailboats, 14 feet and over in length, are subject to a weight additive of 2,500 pounds. boat and sailboat trailers, any length, are subject to a weight additive of 1,600 pounds. 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. camper shells, any size, not mounted, are subject to a weight additive of 700 pounds. 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. 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.

22.4 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.

22.5 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.)

22.6 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.

22.7 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.

22.8 Except as otherwise provided, in determining lengths for the purpose of this item, all fractions of a foot will be disregarded.

22.9 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.

22.10 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.

22.11 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



Local and Intrastate Tariff No. DMS1000.16

Rule 23-Extra Pickup or Delivery

23.1 Portions of a shipment may be picked up or delivered at one or more places of origin, destination or en route. Charges will be computed on basis of total weight of entire shipment subject to distance from first point of pick up to final point of delivery via the intermediate points of pickup or delivery over actual route of movement, plus such additional charge for the extra pickup or deliveries as may be provided.

23.2 The charge for entire shipment, exclusive of extra pick-up and delivery charge, shall not exceed the total charges as would accrue if computed on each portion as a separate shipment.

Rule 24-Loading and Unloading

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

24.2 Unloading at destination includes the one-time placement of furniture and like items in the room or area designated by shipper.

Rule 25-Articles Liable to Cause Damage

25.1 Carrier will not accept for shipment property liable to impregnate or otherwise damage equipment or other property.

25.2 The carrier will not accept for shipment articles which cannot be taken from the premises without damage to the article or the premises.

Rule 26-Servicing Special Articles

26.1 The transportation rates in this tariff do not include servicing or unservicing articles or appliances such as Refrigerators, deep freezers, Stereos, Televisions, washing Machines, Dryers, air conditioners, and the like 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 and unserviced as provided in:

26.2 Upon request of the shipper, owner or consignee of goods, carrier will, subject to 26.3, service and unservice such articles and appliances at origin and destination for the additional charge provided in Section 2, Additional Services. Such servicing and unservicing does not include removal or installation of articles secured to the premises; or plumbing, electrical or carpentry services necessary to disconnect, remove, connect and install such articles and appliances.

26.3 If carrier does not possess the qualified personnel to properly service and unservice such articles or appliances, carrier will upon the request of the shipper, owner or consignee, and as agent for them engage third persons to perform the servicing and unservicing. When third persons are engaged by the carrier to perform any service, the carrier will not assume responsibility for their activities or conduct; amount of their charges; nor for the quality or quantity of services furnished.

26.4 All charges of the third persons must be paid by the shipper and are in addition to all other charges in this tariff. Such charges will be advanced by the carrier, and billed as an Advanced Charge as provided in Rule 12.

Rule 33-IMPRACTICAL OPERATIONS

33.1. Nothing in this tariff shall require 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: The conditions of roads, streets, driveways, alleys or approaches thereto would subject operations to unreasonable risk of loss or damage to life or property; Loading or unloading facilities are inadequate; Any force majeure, war, insurrection, riot, civil disturbance, strike, picketing or other labor disturbance would [1] subject operations to unreasonable risk of loss or damage to life or property or [2] unreasonably jeopardize the ability of the carrier to render linehaul or pickup or delivery or any other service from, to or at other points or locations; 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; Local, state or federal restrictions, regulations or laws prohibit performance of such services by the road-haul vehicle; or 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 Rule 13.

33.2. When service is impractical for reasons stated in this item and service can be completed (a) through the employment of services of a third party, see Rule 12; or (b) through the use of a shuttle, see Rule 14 and Rule 15.



Local and Intrastate Tariff No. DMS1000.16

33.3. When service is impractical for reasons stated in this item, carrier may place the shipment in storage in-transit under Rule 20.

Rule 1506 - FIXED CHARGE

1506.1 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.

1506.2 Carrier may provide the specified service directly or through a third party.

1506.3 If an order for service is required for the shipment and the request is made prior to the time before the shipment is loaded, the charge shall appear on the order for service or an amendment to the order for service.

1506.4 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.

1506.5 This item may not be used for linehaul or packing charges.

1506.6 The provisions of this Rule shall apply in lieu of any item based upon weight or labor rates and shall apply in lieu of Section 2.

1506.7 This Rule may not be used for valuation charges.

1506.8 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.

1506.9 The fixed charge will only apply if other services are provided.

1506.10 Carrier may revise the fixed charge by notice to shipper if transportation of the shipment does not begin within 30 days from the date that the shipper is provided the charge in writing.



Local and Intrastate Tariff No. DMS1000.16

SECTION 1 RATES

ITEM 100-Packing & Unpacking

Rates include packing labor, packing container, and materials from origin to destination, and unpacking.

On a one-time basis, all carrier packed cartons, boxes and/or crates will be unpacked and the contents placed in a room designated by the shipper. This includes placement of articles on the nearest flat surface as designated by the shipper, when convenient and consistent with the safety of the article and proximity of the area desired by the shipper. It does not include arranging articles in a manner desired by shipper.

Unpacking will not be performed when:

Shipper elects not to have unpacking performed and elects to retain the containers and specifically directs carrier or its agent not to perform unpacking.

Shipper elects not to have unpacking performed at time of delivery and specifically directs carrier or its agent.

Shipment is delivered to a storage facility or warehouse (EXCEPT where delivery to warehouse is for storage in transit and delivery from warehouse is made within the storage in transit period provided in rules).

| <u>Carton</u> | <u>Rate each</u> |
|-------------------|------------------|
| Crib Mattress | 12.97 |
| Double Mattress | 22.20 |
| Dish Pack | 50.80 |
| GF Clock | 56.90 |
| K/Q Mattress | 35.98 |
| Lamp | 19.44 |
| Large 4.5 CF | 22.20 |
| Medium 3.0 CF | 18.33 |
| Mirror | 44.13 |
| Small 1.5 CF | 12.07 |
| TV Carton | 213.97 |
| Twin Mattress | 21.78 |
| Wardrobe (20") | 25.64 |
| Xtra Large 6.0 CF | 25.46 |

Crate per CF* 22.00

*Crates, specifically designed and constructed by carrier. Rate is per cubic foot or fraction thereof, measured at extreme exterior dimensions. Rate includes materials, construction, packing and unpacking. Minimum charge is 9 cubic feet



Local and Intrastate Tariff No. DMS1000.16

ITEM 101-Container Charge

When furnished to the shipper by the Carrier and packing or unpacking service is not provided by the carrier:

| <u>Carton</u> | <u>Rate each</u> |
|------------------------|------------------|
| Crib Mattress | 3.89 |
| Double Mattress | 6.65 |
| Dish Pack | 10.16 |
| GF Clock | 17.07 |
| K/Q Mattress | 10.79 |
| Lamp | 5.83 |
| Large 4.5 CF | 6.65 |
| Medium 3.0 CF | 5.50 |
| Mirror | 13.24 |
| Small 1.5 CF | 3.62 |
| TV Carton | 64.19 |
| Twin Mattress | 6.53 |
| Wardrobe (with Bar) | 9.64 |
| Xtra Large 6.0 CF | 7.64 |
| Newsprint (35# bundle) | 21.00 |
| Tape (per roll) | 3.50 |

ITEM 200-Transportation Rates

Rates in this section are stated in dollars and cents per hundred pounds and apply to the actual net weight of the shipment.

Rates include loading, transportation and unloading services, but do not include packing additional services as defined in Section 2.

| MILES | | 5,000 TO 7,999 LBS | 8,000 AND OVER | MILES | | 5,000 TO 7,999 LBS | 8,000 AND OVER |
|-------|-----|-----------------------|-------------------|-------|-----|-----------------------|----------------------|
| 51 | 59 | \$ 22.15 | \$ 16.95 | 270 | 279 | \$ 31.85 | \$ 27.65 |
| 60 | 69 | \$ 23.00 | \$ 18.20 | 280 | 289 | \$ 32.60 | \$ 28.10 |
| 70 | 79 | \$ 23.80 | \$ 18.85 | 290 | 299 | \$ 33.30 | \$ 29.00 |
| 80 | 89 | \$ 24.10 | \$ 19.50 | 300 | 309 | \$ 34.20 | \$ 29.70 |
| 90 | 99 | \$ 24.70 | \$ 20.15 | 310 | 319 | \$ 35.10 | \$ 30.30 |
| 100 | 109 | \$ 25.35 | \$ 21.35 | 320 | 329 | \$ 36.00 | \$ 31.80 |
| 110 | 119 | \$ 25.85 | \$ 21.60 | 330 | 339 | \$ 36.95 | \$ 32.45 |
| 120 | 129 | \$ 26.35 | \$ 22.15 | 340 | 349 | \$ 38.00 | \$ 33.30 |
| 130 | 139 | \$ 26.70 | \$ 22.85 | 350 | 359 | \$ 38.45 | \$ 34.20 |
| 140 | 149 | \$ 27.65 | \$ 23.45 | 360 | 369 | \$ 38.85 | \$ 34.20 |
| 150 | 159 | \$ 27.95 | \$ 23.80 | 370 | 379 | \$ 39.75 | \$ 35.15 |
| 160 | 169 | \$ 28.80 | \$ 24.10 | 380 | 389 | \$ 39.75 | \$ 35.15 |
| 170 | 179 | \$ 29.35 | \$ 24.70 | 390 | 399 | \$ 40.65 | \$ 36.15 |
| 180 | 189 | \$ 30.00 | \$ 25.50 | 400 | 409 | \$ 41.00 | \$ 37.10 |
| 190 | 199 | \$ 30.50 | \$ 26.30 | 410 | 419 | \$ 41.00 | \$ 37.10 |
| 200 | 219 | \$ 30.85 | \$ 26.60 | 420 | 429 | \$ 41.95 | \$ 38.10 |
| | | | | 430 | 439 | \$ 41.95 | \$ 38.10 |
| | | | | 440 | 449 | \$ 42.95 | \$ 38.80 |
| | | | | 450 | 459 | \$ 42.95 | \$ 38.80 |
| | | | | 460 | 469 | \$ 43.65 | \$ 40.15 |
| | | | | 470 | 479 | \$ 43.65 | \$ 40.15 |
| | | | | 480 | 489 | \$ 44.85 | \$ 40.65 |
| | | | | 490 | 499 | \$ 44.85 | \$ 40.65 |
| | | | | 500 | 519 | \$ 46.00 | \$ 41.00 |
| | | | | 510 | 519 | \$ 46.00 | \$ 41.00 |



Local and Intrastate Tariff No. DMS1000.16

ITEM 300-Fuel Cost Adjustment

A Fuel related cost adjustment will apply on all shipments. Shipments serviced within a 50-mile radius for local services will be applied at \$50 per day. Fuel charges on intrastate shipments will be applied based on the following formula:

- The accumulation of miles originating from carrier's facility to origin address is defined as point 1.
- The accumulation of miles from origin address to destination address is defined as point 2.
- The accumulation of miles from destination address to carrier's facility is defined as point 3.
- The accumulation of miles of points 1, 2 and 3 is defined as total miles.

Fuel cost adjustment (Fuel Surcharge) is calculated as total miles divided by 5, multiplied by \$4.50.

ITEM 600-Third Party Referral Charges

Any Charges paid, deducted and/or required by third party Carriers or Brokers for referral and or booking fees will be in addition to transportation and servicing charges as outlined in this Tariff. This line item applies to any fees, deductions, commissions and payments that are beyond the Carriers tariff rate to service the consignee or shipper. Carrier will provide third party with a complete invoice, including this line item as a separate charge.

ITEM 700-Storage In Transit and Warehouse Handling Charges

| | |
|---|--|
| First 30 days of storage | \$4.50 per 100 pounds, 1,000 pound minimum |
| Each additional day beyond 30 days will be rated based on | \$4.50 per 100 pounds, 1,000 pound minimum, divided by total days. |
| Warehouse Handling In | \$4.50 per 100 pounds, 1,000 pound minimum |
| Warehouse Handling Out | \$2.25 per 100 pounds, 1,000 pound minimum |

Item 710-Pick-up or Delivery Transportation Rates to Apply on Storage In Transit Shipments

Rates are in dollars and cents per 100 pounds based on actual weight subject to 1,000 pound minimum.

Rates apply on pickup or delivery of storage in transit shipments when both point of pick up or delivery are located within a 50 mile distance of warehouse.

| | |
|-----------------------|---------|
| 1,000 to 4,999 pounds | \$22.15 |
| 5,000 to 7,999 pounds | \$18.00 |
| 8,000 and above | \$16.75 |

For rates to apply for distances greater than 50 miles, apply rates in Item 200.

SECTION 2-ADDITIONAL SERVICE RATES

Additional Services involved in pickup or delivery. Charges apply when service is performed at any point. Rates are in cents per hundred pounds.

2.1A Elevator

Where pick up or delivery involves use of adequate elevator service up and down one or more flights, a charge will be assessed at 1.55 per hundred pounds.

2.1B Stair Carry Charge

Where pick up or delivery involves carriage up or down one or more flights, a charge will be assessed at 1.25 per hundred pounds per flight.

2.2 Long Carry/Excessive Distance

Where pick up or delivery involves one or more extra carries beyond initial 75 feet, a charge will be assessed at 1.55 per hundred pounds per additional 75 feet.

2.3 Stair Carry - Piano/Organ

Where pick up or delivery of a Piano or Organ involves carriage up or down one or more flights, a charge will be assessed at 1.25 per hundred pounds per flight.

2.4 Extra Labor

Covers all services for which no charges are otherwise provided in this tariff when services are



Local and Intrastate Tariff No. DMS1000.16

requested by the shipper.

Regular Rate per hour, per person \$45.00

2.5 Overtime

Regular time charges are considered between the hours of 8:00am and 5:00pm. Any portion of service before 8:00 am and 5:00 pm, including travel time or portion thereof, will be considered overtime. Overtime labor charges apply when service is performed between 5:00 pm and 8:00 am and Sundays, EXCEPT Holidays. Holiday labor applies to any state or federal holiday.

Local Services

Overtime Rate per hour, per person \$67.50

Holiday Rate per hour, per person \$90.00

Intrastate Services

Overtime Rate per 100 pounds \$16.00

Holiday Rate per 100 pounds \$32.00

Above rates are in addition to base transportation rate in Item 200

2.6 Waiting Time

When not the fault of the Carrier, \$45.00 per man per hour.

Note 1 Unless otherwise provided by agreement, loading and unloading will be performed between the hours of 8:00am and 5:00 pm, and waiting time will be applicable only between these hours, subject to the below allowable free waiting time.

When shipment is traveling less than 100 miles, 30 minutes of free waiting time will be allowed, except on shipments delivered from Storage in Transit.

When shipment is traveling more than 100 Miles but less than 200 miles, one hour of free waiting time will be allowed, except on shipments delivered from Storage in Transit.

When Shipment is traveling 200 miles or more, two hours free waiting time will be allowed, except on shipments delivered from Storage in Transit.

Note 2 When Storage in transit shipments is delivered from warehouse, 15 minutes of free waiting time will be allowed.

Note 3 This item not applicable on Sundays or on holidays.

2.7 Shuttle

Auxiliary Service, necessary for pick up AND/OR delivery in connection with Rule 16 for all auxiliary pick up or delivery services requested by the shipper.

Per Additional Vehicle: \$32.00 per hour.

Labor Charges: See Section 2 Extra Labor

2.8 Bulky Articles

When a shipment includes articles named below, the following additional charge will apply to each article and includes BOTH loading and unloading service, and applies each time loading and unloading service is required (except when loading and unloading for carrier's convenience). Loading and unloading service includes the handling and blocking of such article. Rate are in dollars and cents per item.

| | |
|--|----------|
| Model Airplanes or Gliders | \$222.25 |
| Automobiles, Trucks or Vans | \$184.90 |
| Boats, with or without trailers overall length | |
| Less than 14 feet | \$112.05 |
| 14 feet to 20 feet | \$260.95 |
| Over 20 feet | \$376.05 |
| Farm, Yard and Garden tractors 25 Horsepower or more | \$184.20 |
| Tractors and riding mowers under 25 Horsepower | \$99.30 |
| Snowmobiles, Motorcycles, Golf Carts, Go Carts | |
| 3 or 4 wheel ATVs and Jetskies | \$99.30 |
| Trailers, utility or Boat | \$100.55 |
| Campers, pick up truck, not mounted | \$256.45 |
| Playhouse, Home security safes, tool or utility sheds, | |
| Animal houses, kennels, doll houses, bath or hot tubs, | |
| Spas, whirl pool baths and Jacuzzis | \$376.05 |
| Televisions larger than 40" | \$112.05 |



Local and Intrastate Tariff No. DMS1000.16

2.9 Weight Additive

For bulky articles not included above, a weight additive based on net scale weight of the article or portion thereof will be added to the total net weight of the entire shipment.

2.10 Extra Pick up

Each stop or call at one or more places necessary for making additional pickups after first pickup or additional deliveries after first delivery.

Per Stop \$71.63

2.11 Bridge & Tolls

Costs for Bridges and Tolls will be advanced by the carrier and reimbursed by shipper at cost plus 30%.

2.12 Self Storage, Mini Storage Pick-up/Delivery

Where pick up or delivery of a shipment from a self-storage facility is requested, not subject to a shuttle, a charge will be assessed at \$3.00 per hundred pounds.