

KCC No. 169917

FMSCA No. 758423

Tariff No. 1

**TARIFF
Of**

Name: Flat Rate Movers LLC

Address: 1729 West Normandy St. Olathe, KS 66061

Motor Common Carrier Service

**Between Point
And Places in Kansas
(As Shown Herein)**

ISSUE DATE: 11/14/13

EFFECTIVE DATE: 12/1/13

Issued by:

Adam Kraft Director of Operations. KC
Name Title

Flat Rate Movers LLC
Name of Carrier

1729 West Normandy Street
Street Box

Olathe Kansas 66061
City State Zip

Updated 10/21/13

Rates

Hourly Rates:	\$96/hour = 1 truck, 2 movers
	\$128/hour = 1 truck, 3 movers
	\$32/hour per additional truck or mover
Overnight Fee:	\$96/night

KANSAS SHIPPING RULES

For All Flat Rate Movers Kansas Household Goods Bill

CONTRACT TERMS AND CONDITIONS OF UNIFORM HOUSEHOLD GOODS BILL OF LADING AND FREIGHT BILL

The following contract terms and conditions apply to all transportation performed by the carrier. This contract is subject to all the rules and regulations rates and charges currently in effect and prescribed by the Kansas Corporation Commission, including but not limited to the following terms and conditions:

SECTION 1:

The carrier shall be liable for physical loss of or damage to any article from external cause while in its possession EXCEPT for condition or flavor of perishable articles; EXCEPT documents, currency, money, jewelry, watches, precious stones or articles of extraordinary value which are not specifically listed on the bill of lading; and EXCEPT loss or damage caused by or resulting:

- A. From an act, omission or order of the shipper;
- B. From insects, moth vermin, or ordinary wear and tear;
- C. From defeat or inherent vice of the article, including susceptibility of damage because of atmospheric conditions such as temperature or humidity or changes therein;
- D. From:
 1. Hostile or war like action taken in time of peace or war, including action in hindering, combating or defending against actual impending or expected attack:
 - a. By any government or sovereign power or by any authority maintaining or using military, naval or air forces; or
 - b. By military, naval or air forces; or
 - c. By any agent of any such government, power, authority or forces;
 2. Any weapon of war employing atomic fission or radioactive force whether in time of peace or war;
 3. Insurrection, rebellion, civil war, usurped power, or action taken by governmental authority in hindering against such an occurrence; confiscation by order of any governmental or public authority; or risks of contraband or illegal transportation or trade;
- E. From strikes, lockouts, labor disturbances, riots, civil commission, to other acts of, and person or persons taking part in any such occurrence or disorder;
- F. From Acts of God;
- G. From breakage of china, glassware, bric-a-brac or similar articles of a brittle or fragile nature unless packing by the carrier or unless such breakage results from negligence of the carrier; or
- H. From mechanical or electrical functioning, focusing or synchronization of any article such as pianos, radios, phonographs, stereo equipment, clocks, computers, appliances, televisions, air conditioners, etc. whether or not such article are packing, unpacked or services by the carrier unless such malfunctioning is a result of carrier negligence.

The carrier's liability shall be either: (see note)

- A. The amount of the actual loss or damage not exceeding \$5000.00 to the lump sum declared value, whichever is greater, subject to a \$250.00 deductible. For this liability, additional valuation charges as provided in item 1200, Tariff 22 will apply; or
- B. The actual loss or damage not exceeding 30 cents per pound of the constructive weight of the lost or damaged article and, from the disposition of such property and the date of transmittal of such money to the persons or person lawfully entitled to receive the same.

Note: Definition of actual value:

Actual Value to be awarded in condemnation proceeding is the price that would probably result from negotiation between willing seller and willing buyer. "Actual value", "market value", "Fair market value", "just compensation" and the like may be used as convertible terms. "Saleable value", "Actual value", "Cash value" and other like terms used in directions to tax assessing officers, all mean generally the same thing.

SECTION 2:

Shipper shall: (A) Be liable for any and all charges applicable under carrier's tariff, and pay thereof as provided in said tariff; and (B) indemnify carrier against loss and damage caused by inclusion of the shipment of explosives and dangerous article and goods.

SECTION 3:

As a condition precedent to recover, a claim for any loss or damage, injury or delay, must be filed in writing with the carrier within thirty (30) days after delivery to consignee or in case of failure to make delivery, within thirty (30) days after a reasonable time for delivery has elapsed. A cause of action for a freight damage claim a rate overcharge, a claim /or damages resulting from a delay in transportation or claim for a lost shipment against a carrier shall be barred unless it be filled with a court having jurisdiction of the amount in dispute within two (2) years after the date such action accrues. A freight damage claim, damages resulting from a delay in transportation, or a shortage. In a shipment accrues on the date of delivery or tender of delivery of the freight by the carrier. A cause of action for a lost shipment accrues on the date the lost shipment was delivered to the carrier.

SECTION 4:

Any alteration, addition or erasure in this bill of lading which shall be made without the special notation hereon by the carrier issuing this bill of lading; shall be without effect, and this bill of lading shall be enforceable according to its original tenor.

DISSEMBLING AND REASSEMBLING:

- C. Upon the request of the shipper, the carrier, at the established flat rates, may:
 - 1. Remove any outdoor articles embedded in the ground or secured to a building,
 - 2. Assemble or disassemble and outdoor articles such as steel utility cabinets, swing sets, slides, sky rides, jungle gyms, or other outdoor article of similar nature, or
 - 3. Assemble or disassemble unusual article found inside of building such as steel shelving, pool tables, elongated work tables, counters, etc.
- D. The shipper in such case will be required to furnish at the time of reassembling, any new hardware, nuts, bolts etc., necessary to perform the service.

EXPLOSIVES OR OTHER DANGEROUS ARTICLES: Explosives or other dangerous articles will not be accepted for transportation.

HOISTING, LOWERING OR RIGGING:

- A. When it is necessary to use hoisting, lowering or rigging services in order to accomplish pick up or delivery of a shipment, carrier will perform such services at the agreed upon flat rate subject to carrier's ability to furnish equipment and experienced personnel.
- B. At the shipper's request, carrier will, as agent for shipper, undertake to secure such services from a third party, if available, but in such instances, carrier assumes no responsibility for the activities or conduct of such third party, amount or payment of its charge, or quality or quantity of service furnished, nor will carrier be liable for loss or damage to shipment while in the custody of such third party.
- C. If carrier is unable to furnish the equipment and experienced personnel, the shipper must arrange for such service.

RATES:

- A. Transportation rates published in the tariff are filed rates. Carriers must quote and assess levels of those rates which are on file with the commission.
- B. Carrier will make the best practicable effort to determine the number of people and the size and number of motor vehicle equipment appropriate to provide safe and timely transportation services under the particular circumstances of the requested movement.

IMPRACTICAL OPERATION: The carrier shall not be obligated to perform pick-up and delivery or render any services at a place from which it is impractical to operate vehicle because of the condition of the roads, street, driveways, alleys or approaches thereto.

INSPECTIONS OF ARTICLES: When carrier or his agent believes it necessary that the contents of packages be inspected, he shall

make or cause such inspection to be made, or require other sufficient evidence to determine the actual character of the property.

MARKING OR PACKING:

- A. Article of fragile or breakable nature must be properly packed.
- B. Packages containing fragile articles consisting wholly or in part of glass, when packed by the shipper or his agent, must be marked in plain or distinct letters, designating the fragile character contents.
- C. When articles of furniture, consisting wholly or in part of glass are covered or wrapped by the shipper or his agent, such articles shall be wrapped in a manner to clearly expose glass surfaces.
- D. Where articles are improperly packed, crated or boxed and by reason thereof the contents are more susceptible to damage, carrier may arrange to have such articles properly packed at the rates provided in Section 2 of the tariff.

PERISHABLE ITEMS:

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

PICK UP AND DELIVERY: If the shipper does not accept the shipment at nearest point of sale 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 lien for all lawful charges. The liability on the part of the carrier will cease when the shipment is unloaded into the warehouse and shipment shall be considered as having been delivered.

SEPARATION FOR PACKING TO BE ACCOMPLISHED BY SHIPPER OR CARRIER: Carrier not obligated to accept tender for shipment of an article not protected by packing, crating, wrapping or servicing, does not obligate the carrier to accept an article so offered for transportation when such protection is reasonable or necessary for the safe transportation of the article.

SERVICING OF SPECIAL ARTICLES: The transportation rates in the tariff do not include servicing 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 such damage unless said articles are serviced as provided in paragraph A or B below.

- A. Upon request of shipper, carrier will subject (B) below, service such articles and appliances at origin and destination at the flat rate provided in section 2, item 100. Such servicing 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.
- B. If carrier does not possess the qualified personnel to properly service article or appliances, carrier will, upon request of shipper and as its agent engage third persons to perform the servicing. When third persons are engaged by the carrier to perform any service, the carrier will not assume responsibility for the activities or conduct, amount of their charges nor for the quality of service furnished.
- C. All third persons charges 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 herein.

SHIPMENT RETAINED ON CARRIER'S VEHICLE: When requested by a shipper, carrier may permit a shipment or portions thereof, to remain on its vehicle temporarily prior to delivery, subject to conditions:

- A. Shipper must confirm its request in writing to carrier.
- B. Charges will commence the day the shipment is retained on carrier's vehicle, excluding the day of loading, and will include the last day the shipment is retained on carrier's vehicle excluding the day of unloading.
- C. The charge for this service will be \$100.00 per vehicle utilized, per each day the service is provided; and it is in addition to all other charges in the tariff.

**PLEASE CONTACT WITH ANY QUESTIONS YOU HAVE ABOUT THE TARIFFS,
INSURANCE OR ANY OTHER QUESTIONS ABOUT YOUR MOVE.**
