

K.C.C. No. 104
Cancels K.C.C. No.
103 (See Page 2 for
cancellation notice.)

KANSAS MOTOR CARRIERS ASSOCIATION

SCOPE OF OPERATIONS

AND

PARTICIPATING CARRIER TARIFF NO. 100-J

NAMING

SCOPE OF OPERATIONS AND

PARTICIPATING CARRIERS FOR

TARIFFS REFERRING HERETO

ISSUED: April 20, 2017

EFFECTIVE: April 21, 2017

This tariff applies when specific reference is made hereto in other tariffs issued by Kansas Motor Carriers Association or issued by carriers named herein.

ISSUED BY:
Tariff Department
Kansas Motor Carriers Association
P.O. Box 1673
Topeka, KS 66601-1673

KANSAS MOTOR CARRIERS ASSOCIATION, AGENT

CHECK SHEET OF TARIFF

All of the pages contained in this tariff are listed consecutively by number and revision number. The pages of the tariff and the supplements to the tariff listed on this page bear issued dates, which are the same as or are prior to the issued date of this page.

0 - Indicates original page
- Indicates change in this issue.

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CANCELLATION

This tariff cancels Tariff No. 100-I, K.C.C. No. 98, in full. Provisions not brought forward are hereby cancelled.

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EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS

ABBREVIATION	EXPLANATION	ABBREVIATION	EXPLANATION
Bros.	Brothers	K.C.C.	Kansas Corporation Commission
Co.	Company	MC ID NO.	Motor Carrier Identification Number
dba	Doing Business As		Indicates a change in wording
Inc.	Incorporated	KMCA	Kansas Motor Carriers Association
KS	Kansas		
Jr.	Junior		
LTD	Limited		
Corp.	Corporation		

ISSUED: April 20, 2017

EFFECTIVE: April 21, 2017

ISSUED BY: KMCA Tariff Department, P.O. Box 1673, Topeka, Kansas 66601-1673

KANSAS MOTOR CARRIERS ASSOCIATION, AGENT

RULES AND REGULATIONS

Item 5

APPLICATION OF TARIFF

This tariff lists the motor carriers participating in rate tariffs and the mileage guide issued by Kansas Motor Carriers Association. Section 1 lists the participants alphabetically. Section 2 provides the participants operating authority by item number as assigned in Section 1.

EXPLANATION OF COLUMNS IN SECTION 1

- COLUMN CARRIER** Proper name of carrier as listed with the K.C.C.
- ADDRESS** City in which principle office of carrier is located.
- MC ID NO.** Motor Carrier Identification Number as designated by the K.C.C.
- ITEM NO.** Item Number in Section 2 containing carrier's operating authority.
- TARIFF NO.** Number of tariff or tariffs in which carrier participates. See Item 15.

Carriers listed in this tariff have issued powers of attorney to the Kansas Motor Carriers Association authorizing participation in the rate tariffs and/or mileage guide described in Item 15.

Item 10

METHOD OF CANCELLING PAGES

When this tariff is amended by revised pages, the cancellation of prior pages will be effected by means of this rule. A revised page will not show a cancellation notice except when a cancellation notice is necessary because of suspension, rejection or other reasons. Revisions of each page will be filed in numerical sequence.

Item 15

TARIFFS REFERENCED

Carriers listed in this tariff participate in the tariffs listed in this item, as shown in the "Tariff No." column of Section 1.

TARIFF NO.	K.C.C. NO.	TITLE AND DESCRIPTION
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18	1	MILEAGE GUIDE NO. 18 Provides highway distances between points in Kansas. Governs the determination of rates in Tariff 40.
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40	93	MOTOR FREIGHTS TARIFF No. 40-N Names rates applying on Household Goods.
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ISSUED: May 21, 2015

EFFECTIVE: May 22, 2015

ISSUED BY: KMCA Tariff Department, P.O. Box 1673, Topeka, Kansas 66601-1673

KANSAS MOTOR CARRIERS ASSOCIATION, AGENT				
SECTION 1 LIST OF PARTICIPATING CARRIERS				
CARRIER	ADDRESS	MC ID NO.	ITEM NO.	TARIFF NO.
A-1 FREEMAN NORTH AMERICAN, INC.	Broken Arrow, OK	165572	220	18, 40
ABC/FRY WAGNER, INC.	Lenexa, KS	105826	5	18, 40
ACADEMY MOVERS, INC.	Junction City, KS	100084	10	18, 40
ALLIED VAN LINES, INC.	Fort Wayne, IN	106951	15	18, 40
AMERICAN EAGLE VAN LINES, INC	Norfolk, NE	171566	20	18, 40
A. ARNOLD OF KANSAS CITY, LLC	Olathe, KS	150826	25	18, 40
BAILEY MOVING & STORAGE CO., INC.	Topeka, KS	100063	30	18, 40
BELTMAN GROUP, INC.	Lenexa, KS	144106	35	18, 40
CENTURY VAN LINES, INC.	Leavenworth, KS	131200	45	18, 40
COLEMAN AMERICAN MOVING SERVICES INC.	Shawnee, KS	260233	50	18, 40
COVAN WORLD WIDE MOVING INCORPORATED	Shawnee, KS	103839	270	18, 40
HARRY W. & ROBERT ELLIOTT dba ELLIOTT TRANSFER & STORAGE	Great Bend, KS	100356	60	18, 40
ISSUED: April 20, 2017		EFFECTIVE: April 21, 2017		
ISSUED BY: KMCA Tariff Department, P.O. Box 1673, Topeka, Kansas 66601-1673				

KANSAS MOTOR CARRIERS ASSOCIATION, AGENT				
SECTION 1		LIST OF PARTICIPATING CARRIERS		
CARRIER	ADDRESS	MC ID NO.	ITEM NO.	TARIFF
GERSTNER INVESTMENT, INC dba TWO MEN AND A TRUCK	Blue Springs, MO	260963	260	18, 40
GRAEBEL/KANSAS CITY MOVERS, LLC dba GRAEBEL MOVING SERVICES	Lenexa, KS	170880	65	18, 40
HY PLAINS MOVING & STORAGE, INC.	Junction City, KS	120564	70	18, 40
JOHNSON LOGISTICS KANSAS, L.L.C	Topeka, KS	16884	190	18, 40
KANSAS VAN AND STORAGE CRIQUI CORP.	Topeka, KS	100070	75	18, 40
KING'S MOVING & STORAGE, INC.	Wichita, KS	132066	80	18, 40
MEIER ENTERPRISES, INC. dba MEIERS MOVING & STORAGE	Salina, KS	159696	170	18, 40
MOVING OZ, LLC dba TWO MEN AND A TRUCK	Wichita, KS	168966	265	18, 40
N L WILSON MOVING, INC.	LENEXA, KS	167431	200	18, 40
O.K. TRANSFER LLC	Wichita, KS	166792	95	18, 40
PROFESSIONAL MOVING & STORAGE, INC.	Lawrence, KS	159573	165	18, 40
ISSUED: February 11, 2016		EFFECTIVE: February 12, 2016		
ISSUED BY: KMCA Tariff Department, P.O. Box 1673, Topeka, Kansas 66601-1673				

KANSAS MOTOR CARRIERS ASSOCIATION, AGENT				
SECTION 1		LIST OF PARTICIPATING CARRIERS		
CARRIER	ADDRESS	MC ID NO.	ITEM NO.	TARIFF NO.
R.J. MOVERS, INC.	Junction City, KS	167625	255	18, 40
SOUTHEAST KANSAS MOVERS, INC.	Pittsburg, KS	169503	125	18, 40
JAMES B. STUDDARD TRANSFER & STORAGE CO., INC. dba STUDDARD MOVING & STORAGE	Leavenworth, KS	101240	110	18, 40
SUPERIOR MOVING SERVICE, INC.	Kansas City, MO	100825	130	18, 40
THOMAS TRANSFER & STORAGE CO., INC.	Emporia, KS	100072	115	18, 40
TLH INDUSTRIES, INC. dba TWO MEN AND A TRUCK-SPRINGFIELD	Springfield, MO	158547	250	18, 40
UNITED VAN LINES, LLC	Fenton, MO	106950	120	18, 40
DONALD WOODS dba DON WOODS MOVING	Fort Scott, KS	157388	160	18, 40
WILHITE MOVING & STORAGE INC	Junction City, KS	170644	90	18, 40
WRIGHT'S MOVING, INC.	Topeka, KS	150099	145	18, 40
ISSUED: October 9, 2014				
EFFECTIVE: October 10, 2014				
ISSUED BY: KMCA Tariff Department, P.O. Box 1673, Topeka, Kansas 66601-1673				

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SECTION 2	OPERATING AUTHORITY
ITEM 5	HOUSEHOLD GOODS - Between points and places in Kansas.
ITEM 10	HOUSEHOLD GOODS - Between points and places in Kansas.
ITEM 15	HOUSEHOLD GOODS - Over irregular routes in the state of Kansas.
ITEM 20	HOUSEHOLD GOODS - All points and places in the state of Kansas
ITEM 25	GENERAL COMMODITIES (except classes A and B explosives and hazardous materials and commodities in bulk) - Between all points and places in the state of Kansas.
ITEM 35	HOUSEHOLD GOODS - Between all points and places in the state of Kansas.
ITEM 45	HOUSEHOLD GOODS - Between points and places in the state of Kansas.
ITEM 50	HOUSEHOLD GOODS - From, to and between all points and places in Kansas.
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ISSUED: April 20, 2017	EFFECTIVE: April 21, 2017
ISSUED BY: KMCA Tariff Department, P.O. Box 1673, Topeka, Kansas 66601-1673	

KANSAS MOTOR CARRIERS ASSOCIATION, AGENT

SECTION 2

OPERATING AUTHORITY

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HOUSEHOLD GOODS - Between all points and places within the state of Kansas.

ITEM 70

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ITEM 75

HOUSEHOLD GOODS - From, to and between all points in the state of Kansas.

ITEM 80

HOUSEHOLD GOODS - Between points in Kansas.

ITEM 85

HOUSEHOLD GOODS - Between points and places in Kansas.

ITEM 90

HOUSEHOLD GOODS - From, to and between all points in the state of Kansas.

ITEM 95

HOUSEHOLD GOODS - Over irregular routes in the state of Kansas.

ITEM 110

HOUSEHOLD GOODS, AS DESCRIBED IN ICC Docket Ex Parte Number MC-45 entitled, "Descriptions in Motor Carrier Certificates" - Between all points and places in the state of Kansas.

ITEM 115

HOUSEHOLD GOODS - From, to and between all points in the state of Kansas.

ITEM 120

HOUSEHOLD GOODS - Over irregular routes in the state of Kansas.

ITEM 125

HOUSEHOLD GOODS - From, to and between all points in the state of Kansas.

ISSUED: May 22, 2015

EFFECTIVE: May 23, 2015

ISSUED BY: KMCA Tariff Department, P.O. Box 1673, Topeka, Kansas 66601-1673

KANSAS MOTOR CARRIERS ASSOCIATION, AGENT

SECTION 2 OPERATING AUTHORITY

ITEM 130
HOUSEHOLD GOODS - Between all points and places in the state of Kansas.

ITEM 160
HOUSEHOLD GOODS - Between all points and places in the state of Kansas.

ITEM 170
GENERAL COMMODITIES (except class A & B explosives and hazardous materials) - Between all points and places in Kansas.

ITEM 180
GENERAL COMMODITIES (except class A & B explosives and hazardous materials) - Between all points and places in Kansas.

ITEM 190
GENERAL COMMODITIES (except class A & B explosives and hazardous materials) - Between all points and places in Kansas.

ITEM 200
HOUSEHOLD GOODS - Between all points and places in the state of Kansas.

ISSUED: February 11, 2016

EFFECTIVE: February 12, 2016

ISSUED BY: KMCA Tariff Department, P.O. Box 1673, Topeka, Kansas 66601-1673

KANSAS MOTOR CARRIERS ASSOCIATION, AGENT

SECTION 2 OPERATING AUTHORITY

ITEM 190
HOUSEHOLD GOODS - Between all points and places in Kansas.

ITEM 215
GENERAL COMMODITIES, HOUSEHOLD GOODS (except class A & B explosives and hazardous materials) - Between all points and places in Kansas.

ITEM 220
HOUSEHOLD GOODS - Between all points and places in Kansas.

ITEM 250
HOUSEHOLD GOODS - Between all points and places in Kansas.

ITEM 255
HOUSEHOLD GOODS - Between all points and places in Kansas.

ITEM 260
HOUSEHOLD GOODS - Between all points and places in Kansas.

ITEM 265
HOUSEHOLD GOODS - Between all points and places in Kansas.

ITEM 270
Motor Common Carrier Service - Between all points and places in Kansas.

ISSUED: June 23, 2015

EFFECTIVE: June 24, 2015

ISSUED BY: KMCA Tariff Department, P.O. Box 1673, Topeka, Kansas 66601-1673

K.C.C. No. 93
Cancels K.C.C.
No. 92 (See
Page 2 for
cancellation notice.)

KANSAS MOTOR CARRIERS ASSOCIATION Agent

Motor Freight Tariff No. 40-N
Naming Distance Rates and
Accessorial Charges Applying on
Household Goods Between
Points and Places
in Kansas

For reference to governing publications, see page 3.

For list of participating carriers and scope of operations, see Kansas Motor Carriers Association, Agent, Participating Carrier and Scope of Operations Tariff No. 100-J. KCC No. 95, supplements thereto and/or reissues thereof.

ISSUED: January 15, 2001

EFFECTIVE: January 16, 2001

ISSUED BY:
Tariff Department
Kansas Motor Carriers Association
P.O. Box 1673
Topeka, KS 66601-1673

K.C.C. No. 93
Cancels K.C.C.
No. 92 (See
Page 2 for
cancellation notice.)

KANSAS MOTOR CARRIERS ASSOCIATION Agent

Motor Freight Tariff No. 40-N
Naming Distance Rates and
Accessorial Charges Applying on
Household Goods Between
Points and Places
in Kansas

Supplement to Motor Freight Tariff No. 40-N.

For list of participating carriers and scope of operations, see Kansas Motor Carriers Association, Agent, Participating Carrier and Scope of Operations Tariff No. 100-J. KCC No. 95, supplements thereto and/or reissues thereof.

ISSUED: July 21, 2005

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ISSUED BY:
Tariff Department
Kansas Motor Carriers Association
P.O. Box 1673
Topeka, KS 66601-1673

Kansas Motor Carriers Association, Agent

Check Sheet of Tariff Pages

All of the pages contained in this tariff are listed consecutively by number and revision number. The pages of the tariff and the supplements to the tariff listed on this page bear issued dates, which are the same as or are prior to the issued date of this page.

0 - Indicates original page

- Indicates change in this issue.

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For explanation of abbreviations and reference marks, see last page of Tariff.

ISSUED: August 12, 2005

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ISSUED BY: KMCA Tariff Department, P.O. Box 1673, Topeka, Kansas 66601-1673

CANCELLATION NOTICE

This tariff cancels Kansas Motor Carriers Association, Agent, Motor Freight Tariff No. 40-M in full. Rates and provisions not brought forward are hereby canceled.

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For explanation of abbreviations and reference marks, see last page.

ISSUED: January 15, 2001

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ISSUED BY: KMCA Tariff Department, P.O. Box 1673, Topeka, Kansas 66601-1673

CANCELLATION NOTICE

This tariff cancels Kansas Motor Carriers Association, Agent, Motor Freight Tariff No. 40-M in full. Rates and provisions not brought forward are hereby canceled.

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GOVERNING PUBLICATIONS

The carriers participating herein are shown in Kansas Motor Carriers Association, Agent, Participating Carrier and Scope of Operations Tariff No. 100-J, K.C.C. No. 95, including amendments thereto and reissues thereof. This tariff is governed as to mileages by Kansas Motor Carriers Association, Agent, Household Goods Carriers' Bureau Committee Mileage Guide No. 18, including amendments thereto and reissues thereof.

EXCEPTIONS TO APPLICATIONS OF TARIFF

When any carrier participating in this tariff has any individual rates or provisions on file with the Kansas Corporation Commission, such rates and provisions shall take precedence over the otherwise applicable rates and provisions named in this tariff.

For explanation of abbreviations and reference marks, see last page.

ISSUED: August 12, 2005

EFFECTIVE: August 15, 2005

ISSUED BY: KMCA Tariff Department, P.O. Box 1673, Topeka, Kansas 66601-1673

GENERAL RULES AND
REGULATIONS

Governs all sections of this tariff unless otherwise provided within individual sections.

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.

RULES AND REGULATIONSRULE 1PROPERTY SUBJECT TO UNIFORM HOUSEHOLD GOODS BILL OF
LADING

(a) Unless otherwise provided, when property is transported subject to the provisions of this tariff, or as amended the acceptance and the use of the Uniform Household Goods Bill of Lading, as described herein is required.

The rates shown herein are conditioned upon the use of the Uniform Household Goods Bill of Lading. Consignor, at his option, may elect not to accept the terms of the Uniform Household Goods Bill of Lading, and in lieu thereof to have the carrier transport the property with carrier's liability limited only as provided by common law, and by the laws of the United States and of the State of Kansas insofar as they apply, but subject to the terms and the conditions of the Uniform Household Goods Bill of Lading insofar as such terms and conditions are not inconsistent with such common carrier's liability; the rate charged therefore will be 100% higher than the transportation rate contained in this tariff as would apply for such shipment if offered for transportation at a released value not exceeding 60 cents per pound, per article. When the consignor elects not to accept any of the terms of such bill of lading he must give notice to the initial carrier of such election. The initial carrier must indicate the receipt of such notice by writing or stamping thereon a clause signed by the carrier reading:

"In consideration of the higher rate charged, the property herein described will be carried, and the services to be rendered hereunder will be performed with the carrier's liability limited only as provided by law; ~~but subject to the terms and conditions of this bill of lading insofar as they are not inconsistent with such common carrier's liability.~~"

RULE 2INSURANCE

~~The cost of any insurance in the name of the shipper, or for the benefit of the shipper, will not be assumed by the carrier.~~

RULE 3DECLARATION OF VALUE

(a) Shippers are required to specifically, in writing, the agreed or declared value of the property. (b) Valuations shall be declared and stated in cents or dollars and cents per pound per article.

(Continued)

For explanation of abbreviations and reference marks, see last page.

ISSUED: August 12, 2005

EFFECTIVE: August 15, 2005

ISSUED BY: KMCA Tariff Department, P.O. Box 1673, Topeka, Kansas 66601-1673

RULES AND REGULATIONSRULE 3
DECLARATION OF VALUE (Concluded)

(c) If shipper declines to declare the value or agree to a released value in writing, the shipment cannot be accepted.

(d) The agreed or declared value shall be deemed to relate to all services undertaken by the carrier or its agents and to each article separately and not to the shipment as a whole, and such agreed and declared value must be entered on Bill of Lading in the following form:

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \$_____per pound per article

(e) Shipper may declare, on specific articles, valuations in excess of value declared on the shipment and each such article must be described and its value set forth in space provided on Bill of Lading. Such shipment will be subject to an additional charge in the amount of two percent (2%) of the total excess value declared for such article or articles. Articles on which the shipper declares a value of more than \$10,000 each will not be accepted for transportation.

RULE 4
BASIS OF WEIGHT

(a) The tare weight of each vehicle used in the transportation of household goods shall be determined by having it weighed prior to the transportation of each shipment, without the crew thereon, by a certified weigh master or on a certified scale, and when so weighed the gasoline tank on each such vehicle shall be full and the vehicle shall contain all blankets, pads, chains, dollies, hand trucks, and other equipment needed in the transportation of such shipment. Each carrier shall retain the vehicle, subject to inspection, a weigh master's certificate or weight ticket as to each such vehicle showing the tare weight, the date weighed, and a list of such equipment.

(b) After the vehicle has been loaded it shall be weighed, without the crew thereon, prior to delivery of the shipment and the net weight shall be determined by deducting the tare weight from the loaded weight, except that in instances where no adequate scale is located at origin or at any point within a radius of 10 miles thereof, a constructive weight, based on seven pounds per cubic foot of properly loaded van space, may be used. The gross weight, tare weight, and net weight, or the constructive weight, shall be shown on the Bill of Lading and Freight Bill.

(c) In the transportation of part loads this rule shall apply in all respects, except that the gross weight of a vehicle containing one or more part loads may be used as the tare weight of such vehicle as to part loads subsequently loaded thereon, and a part load for anyone shipper, not exceeding 1,000 pounds, may be weighed on a certified scale prior to being loaded on a vehicle, such part load to be accompanied by a weight ticket evidencing such weighing.

(d) All tare, gross, actual or constructive weights shall be properly certified to by the person or persons who ascertained such weights.

For explanation of abbreviations and reference marks, see last page.

ISSUED: January 15, 2001

EFFECTIVE: January 16, 2001

ISSUED BY: KMCA Tariff Department, P.O. Box 1673, Topeka, Kansas 66601-1673

RULES ANDREGULATIONS

RULE 5

(A) EXPEDITED SERVICE

1. Expedited Service as used herein means tendering delivery of a shipment on or before a specified date.
2. Subject to the availability of equipment for the particular services desired, shipper may obtain expedited service. Charges shall be computed on the basis of actual weight of shipment and at the rate applicable thereto subject to a minimum charge of 5,000 pounds at the rate applicable thereto. The carrier shall not be required to provide exclusive use of vehicle under this paragraph. For exclusive use of vehicle, refer to Paragraph (C) of this rule.

Bill of Lading and Freight Bill to be marked or stamped:

Expedited service ordered by the shipper .
 Shipment moving at weight of _____ pounds.
 Actual Weight _____ pounds.
 Date and hour of loading _____.
 Delivery (Tender) on or before _____ date.

3. Except in case of fault of the shipper, in the event the shipment is not tendered for delivery on or before the delivery date, this Rule shall not apply. In such cases, the charges for the shipment shall be subject to all other applicable rules and provisions of the tariff.

(B) COMPLETE OCCUPANCY

Subject to the availability of equipment for the particular service desired, a shipment, the displacement of which completely occupies the loading space of a vehicle, or the peculiar character of which otherwise prevents its transportation with other shipments on the same vehicle, will be accepted at charges computed on the actual weight and subject to a minimum weight based 7 pounds per cubic foot of total vehicle space. See Paragraph (D) of this rule.

NOTE: The complete occupancy of vehicle provisions will not apply on shipments of personal effects and property used or to be used in a dwelling when a part of the equipment or supply of such dwelling.

Bill of Lading and Freight Bill to be marked or stamped: Shipment
 completely occupied _____ cubic foot vehicle.

(C) EXCLUSIVE USE

Subject to the availability of equipment for the particular service required, a shipper may obtain exclusive use of a single vehicle by accepting charges for the full capacity of such vehicle, such charges to be based on actual weight subject to a minimum based on 7 pounds per cubic foot of total vehicle space. See Paragraph (D)

Bill of Lading and Freight Bill to be marked or stamped:

Exclusive use of single vehicle ordered by shipper;
 Shipment moving at weight of _____ pounds.

Actual Weight _____ pounds.

(Continued)

For explanation of abbreviations and reference marks, see last page.

ISSUED: January 15, 2001

EFFECTIVE: January 16, 2001

RULES AND REGULATIONS

RULE 5 (Concluded)

(D) SPACE RESERVATION FOR A PORTION OF VEHICLE

Subject to availability of equipment, shipper may reserve a portion of the capacity of a vehicle by ordering a specific quantity of space, and accepting transportation charges based on actual weight of shipment subject to minimum weights as follows:

- 1. When shipment consists entirely of articles as embraced in Par. 3, Page 21 of tariff. (except objects of art, displays and exhibits):

150 cu. ft. or less-----1,050 Pounds
 151 to 200 cu. ft.-----1,400 Pounds
 More than 200 cu. ft.-----700 Pounds
 per 100 cu. ft. unit ordered.

- 2. When shipment consists entirely of articles as embraced in Par. 2 and on objects of art, displays and exhibits as embraced in Par. 3, Page 21 of tariff:

300 cu. ft. or less-----2,100 Pounds More than
 300 cu. ft.-----700 Pounds per 100 cu. ft.
 unit ordered.

Bill of Lading and Freight Bill to be marked or stamped:
 SPACE RESERVATION _____cu. ft. ordered

NOTE: The Space Reservation for a Portion of Vehicle provisions will not apply on residence to residence moves and other shipments transported under Par. 1, Page 21 of tariff, Commodity Description of Household Goods.

(E) DISPLAY OF VAN SIZE

The number of cubic feet of van space shall be legibly displayed on each side of the vehicle used by the carrier in rendering service under Paragraphs (B) and (C) of this Rule.

**RULE 6
DEFINITION OF A SHIPMENT**

The term "shipment" means property tendered by one shipper, and accepted by the carrier, at one place of origin (except as otherwise provided in Rule 7) and at one time, for one consignee, at one destination (except as otherwise provided in Rule 7), 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 when Rule 7 is applicable) to notify of the arrival of shipment at destination(s).

For explanation of abbreviations and reference marks, see last page.

ISSUED: January 15, 2001

EFFECTIVE: January 16, 2001

ISSUED BY: KMCA Tariff Department, P.O. Box 1673, Topeka, Kansas 66601-1673

RULES ANDREGULATIONS RULE 7
EXTRA PICK-UP OR DELIVERY

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 pick-up or delivery over actual route of movement, plus such additional charge for the extra pick-ups or deliveries as may be provided herein (see Item 120). 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 8
LOADING AND UNLOADING

Except as otherwise provided herein, 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.

RULE 9
MILEAGE AND INTERMEDIATE
APPLICATION

- (a) Except as otherwise provided herein, where rates are based on mileage the distance, or mileage shall be that shown in Mileage Guide No.18, Kansas Motor Carriers Association, Agent, supplements thereto or successive issues thereof.
- (b) If the shipper requests a longer route than the shortest practical route as shown in the above-mentioned Mileage Guide, the mileage over the longer route, as shown therein, shall apply.
- (c) If mileages are not shown from any point of origin or to any point of destination in the above-mentioned Mileage Guide, the mileage from or to the next more distance point or points shall apply.
- (d) If transportation rates are not shown herein for the actual distance provided in the above-mentioned guide, the rates shown for the next greater distance shall apply.

RULE 10
MARKING AND PACKING

- (a) Articles of fragile or breakable nature must be properly packed.
- (b) Packages containing fragile articles or articles consisting wholly or in part of glass, when packed by the shipper or his agent, must be marked by plain and distinct letters designating the fragile character of the contents.
- (c) When articles of furniture, consisting wholly or in part of glass are covered or wrapped by the shipper or his agent, such articles shall be wrapped in a manner to clearly expose glass surfaces or glass portions.
- (d) Where articles are improperly packed, crated or boxed and by reason thereof the contents are most susceptible to damage, carrier will arrange to have such articles properly packed at charges as shown in this

tariff
For explanation of abbreviations and reference marks, see last page.

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RULES AND REGULATIONSRULE 11
COMPLETE ARTICLE

Each shipping piece or package and contents thereof shall constitute one article. The total component parts of any article taken apart or knocked down for handling or loading in vehicle shall constitute one article.

RULE 12
PERISHABLE ARTICLES OR ARTICLES OF EXTRAORDINARY
VALUE

- (a) The carrier will not assume any liability whatsoever for: Documents, currency, money, jewelry, watches, precious stones, or articles of extraordinary value including accounts, bills, deeds, evidence of debt, securities, notes, postage stamps, stamp collections, revenue stamps, letters or packets of letters, articles of peculiarly inherent value, precious metals or articles manufactured therefrom which are not specifically listed on the bill of lading.
- (b) When perishable articles are included in a shipment with or without knowledge of the carrier, ~~responsibility for condition or flavor will not be assumed by the carrier.~~

RULE 13
ARTICLES LIABLE TO CAUSE
DAMAGE

- (a) Carrier will not accept for shipment property liable to impregnate or otherwise damage equipment or other property.
- (b) ~~The carrier will not accept for shipment articles which cannot be taken from the premises without damage to the article or the premises.~~

RULE 14
INSPECTION OF ARTICLES

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

RULE 15
SERVICING SPECIAL ARTICLES

The transportation rates in this tariff do not include servicing or unservicing articles or appliances such as Refrigerators, Deep Freeze Cabinets, Radios, Record Players, Washing Machines, Television Sets, 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 (a) or (b) of this item.

(Continued)

For explanation of abbreviations and reference marks, see last page.

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RULES AND REGULATIONS**RULE 15 (Concluded) SERVICING
SPECIAL ARTICLES**

- (a) Upon request of shipper, owner or consignee of the goods, carrier will, subject to (b) below, service and unservice such articles and appliances at origin and destination for the additional charge provided in Section I, 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.
- (b) If carrier does not possess the qualified personnel to properly service and unservice such articles or appliances, carrier will upon request of 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 service furnished.
- (c) 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 31 herein.

**RULE 16
IMPRACTICAL PICK-UP OR DELIVERY AND AUXILIARY SERVICES**

- (a) It is the responsibility of the shipper to make shipment accessible to carrier or accept delivery from carrier at a point at which the road haul vehicle may be safely operated.
- (b) When it is physically impossible for carrier to perform pick-up of shipment at origin address or to complete delivery of shipment at destination address with normally assigned road haul equipment 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, the carrier shall hold itself available at point of pick-up or tender delivery at destination at the nearest point of approach to the desired location where the road haul equipment can be made safely accessible.
- (c) Upon request of the shipper, consignee, or owner of the goods, the carrier will use or engage smaller equipment than its normal road haul equipment or provide extra labor for the purpose, if possible of accomplishment, of transferring the shipment between the residence and the nearest point of approach by the carrier's road haul equipment. Charges for this auxiliary service to cover labor and additional vehicle (if used) will be as provided in Section 1 and shall be in addition to all other transportation and accessorial charges.

(Continued)

For explanation of abbreviations and reference marks, see last page.

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RULES AND REGULATIONSRULE 16 (Concluded)
IMPRACTICAL PICK-UP OR DELIVERY AND AUXILIARY SERVICES

- (d) If the shipper does not accept the shipment at nearest point of safe approach by carrier's road haul equipment to the destination address, the carrier may place the shipment, or any part thereof not reasonably possible for delivery, in storage at the nearest available warehouse of the carrier, or at the option of the carrier, in a public warehouse, subject to a lien for all lawful charges. The liability on the part of the carrier will cease when the shipment is unloaded into the warehouse and the shipment shall be considered as having been delivered.
- (e) Transportation charges to cover the movement of shipment or part thereof from point at which it was originally tendered to warehouse location shall be computed on basis of weight of shipment or that part of shipment stored in warehouse subject to applicable rate as provided in tariff from point at which it was originally tendered to warehouse location, which 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 17
STORAGE IN TRANSIT

- (a) Storage in transit of shipments covered by this tariff is the holding of the shipment in the warehouse of the carrier or its agent, for storage, pending further transportation, and will be affected only at specific request of the shipper. For the purpose of this rule, a carrier may designate any warehouse to serve as its agent.
- (b) Except as otherwise provided in Paragraph (e), shipment moving under this rule may be placed in storage in transit only once and for a period not to exceed one hundred and eighty (180) days from day of unloading into warehouse. When not removed at the expiration of the time limit specified herein, the warehouse shall be considered the destination of the shipment, the warehouseman shall be agent for the shipper and the property shall then be subject to the rules, regulations and charges of the warehouseman.
- (c) When storage in transit is at origin, charges (subject to Rule 20) must be paid 60 days after storage in transit is effected, as follows:
1. Transportation charges from origin to warehouse where storage in transit is affected.
 2. Storage in transit and valuation charges for the first 90-day period of storage in transit.
 3. Charges for additional services including valuation charges, advances and other lawful charges.

Storage in transit charges for each subsequent 30-day period or fraction thereof, which shipment remains in storage in transit must be paid in advance.

(Continued)

For explanation of abbreviations and reference marks, see last page.

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RULES AND REGULATIONSRULE 17 (Continued)
STORAGE IN
TRANSIT

(d) When storage in transit is at other than origin, charges (subject to Rule 20) must be paid at the time storage in transit is effected, as follows:

1. Transportation charges from origin to warehouse where storage in transit is effected.
2. Storage in transit charges for the first 30-day period storage in transit.
3. Charges for additional services including valuation charges, advances and other lawful charges.

Storage in transit charges for each 30-day, period or fraction thereof, that shipment remains in storage in transit must be paid in advance.

(e) When during any one of the 30-day periods within the storage in transit period provided herein, the shipper has given notice for final delivery of the shipment on date fifteen (15) days prior to the expiration of such 30-day period, and the carrier, by no fault of the shipper, fails to provide transportation within such 30-day period, storage in transit or storage charges shall not apply beyond such 30-day period unless shipper cancels or rescinds order for final delivery. All other provisions under the tariff will continue in effect until further transportation is made available by the carrier. Until all lawful charges are paid, property will remain in carrier's or agent's warehouse subject to a lien for all such charges.

(f) The transportation charges to apply on shipments stored in transit under this rule and forwarded from warehouse will be (a) the applicable tariff rate from initial point of pick-up to warehouse, and, (b) the applicable tariff rate from warehouse location, which, for rate application purposes, will be considered a new point of origin, to destination point viz:

1. When point of pick-up or delivery and warehouse are both located within the corporate limits of the same municipality, the pick-up or delivery transportation rate will be as shown in Item 260.
2. When point of pick-up or delivery and warehouse are not in the corporate limits of the same municipality, the pick-up or delivery transportation rate for distances of fourteen (14) miles or less, will be as shown in Item 260. For rates to apply when points are not within the same municipality or within a distance of fourteen (14) miles or less, apply rates as shown in Section 2, from point of pick-up or delivery to municipality in which warehouse is located as provided by the effective mileage guide.

(g) Shipper or owner, upon proper notice in writing to the carrier before departure of the shipment, may change destination originally shown on the bill of lading. When the destination of a shipment is changed such change must be recorded on the bill of lading. When the shipment is terminated at the warehouse before expiration of the time limit specified in Paragraph (b), the transportation and other lawful charges shall apply in identical manner as provided in Paragraph (c) or (d) whichever is applicable.

(Continued)

For explanation of abbreviations and reference marks, see last page.

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ISSUED BY: KMCA Tariff Department, P.O. Box 1673, Topeka, Kansas 66601-1673

RULES AND REGULATIONS

RULE 17 (Concluded)
STORAGE IN
TRANSIT

(h) When a storage in transit shipment has been placed in a carrier's or agent's warehouse, both the carrier and the warehouse must have in the possession records showing the following: (1) An itemized list of the shipment with the Bill of Lading number noted thereon. (2) Point of origin and destination. (3) Condition of each article when received at and forwarded from the warehouse. (4) The dates when all charges, advances, or payments were made or received. (5) Dates shipment was delivered into and forwarded from the warehouse.

(i) During the storage in transit period, shipper may withdraw a portion of the property, provided that all accrued charges on the shipment are paid prior to such withdrawal, except as provided by Rule 20. When the selection of items requires unstacking and/or restacking of the shipment or a portion of the shipment, charges for such handling shall be assessed in accordance with Item 130. 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 in the warehouse, 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 shipment. If the shipper elects to have the remaining portion remain in storage in transit, the following shall be applicable:

1. Storage in transit charges, if any, for the balance of the storage in transit period shall be assessed on the same basis as would apply to the remainder of the shipment as an individual shipment.
2. Shipper may prepare in writing and file, with the carrier or warehouseman in possession, a revised declaration of value covering the portion of the property remaining in storage in transit (as provided by and subject to the provisions of Rule 3 for the original shipment) and in such cases the valuation charge for the property remaining in storage in transit after such partial delivery or deliveries have been effected shall be based on such revised declarations of value. In the event that the shipper does not file such revised declarations of value covering the portion remaining on storage in transit will be based on the value declared on the original shipment.

Shipper may not, during the storage in transit period provided herein, file an original declaration of value on the entire shipment, or file a revised declaration of value on the portion of a shipment remaining in storage in transit (after delivery of a portion of the shipment has been effected) in an amount greater than the amount of the declaration of value applicable during transportation to warehouse for storage in transit, nor will carrier or its agent accept such original or revised declaration of value.

3. Charges for transportation furnished, if any, for the delivery of the remainder of the shipment shall be assessed on the same basis as would apply to that portion as an individual shipment.

NOTE: All rates and charges applicable from origin to destination on shipment stored in transit shall be those in effect on the date shipment was loaded at point of origin.

For explanation of abbreviations and reference marks, see last page.

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RULES AND REGULATIONSRULE 18
SHIPMENTS ON TOUR

One or more articles making up a shipment intended for the use or display at various points or places, which shipment requires the exclusive use of a vehicle to transport such property and which requires the carrier to allow for delay necessary for shipper to use or display the property before reloading and moving to next point or place scheduled for such use or display shall constitute a shipment on tour. Transportation charges for shipment on tour shall be the combination of charges between each stopping point at the rates as would ordinarily apply on a completed shipment between such points.

RULE 19
CLAIMS

- (a) Any claim for loss, damage or over charge shall be in writing. 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, if not previously surrendered to the carrier. Carrier may require certified or sworn statement of claim.
- (b) Carrier shall be immediately notified of all claims for concealed and/or external damage and shall be given reasonable opportunity to inspect alleged external damage or concealed damage in original package.
- (c) 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 not exceeding the actual cash value of the property at time and place of loss, with due allowance for depreciation or deterioration however caused, but in no event to exceed the released value as determined under Rule 3.
- (d) The carrier shall not be liable for loss or damage occurring after the property has been delivered to or received for by the consignee or shipper, or the authorized agent of either. When the carrier is directed to unload or to deliver property (or render any services) 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.
- (e) Where the carrier is directed to load property from (or render any services at) a place or places at which the consignor or its agent is not present, the property shall be at the risk of the owner before loading.
- (f) 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 to repair, replacement or recovering of the entire set, but in no event to exceed the released value as determined under Rule 3.

For explanation of abbreviations and reference marks, see last page.

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RULES AND
REGULATIONS

RULE 20
PAYMENTS

- (a) The carrier will not deliver or relinquish possession of any property transported by it until all tariff rates and charges thereon have been paid in cash, money order, certified check or credit card, except where other satisfactory arrangements have been made between the carrier and the consignor or consignee, in accordance with rules and regulations of the Kansas Corporation Commission.
- (b) Nothing herein shall limit the right of the carrier to require, at time of or before shipment, the pre-payment in part or in full or guarantee of the charges.
- (c) Subject to the foregoing paragraphs, provision for payment of charges on storage in transit shipments is contained in Rule 17.

RULE 21
DISPOSITION OF FRACTIONS

Unless otherwise provided, to dispose of fractions in computing a charge omit fractions of less than one-half of one cent, and increase to the next whole figure fractions of one-half of one cent or greater.

RULE 22
HOURLY RATES

Charges based on time shall be computed by multiplying the hourly rate by the time involved. 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, charge for one hour.~~

RULE 23
COMPUTING CHARGES

Unless otherwise provided herein where rates are stated in amounts per hundred pounds, charges shall be computed by multiplying the total weight involved by the rate shown for a hundred pounds.

RULE 24
ALTERNATE CHARGES

The total transportation charge on any shipment shall not exceed the charge as would apply on the same shipment under the next greater unit of weight at rate applicable to such next greater unit of weight.

For explanation of abbreviations and reference marks, see last page.

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RULES AND REGULATIONSRULE 25
MINIMUM WEIGHT CHARGE

Except as may be otherwise specifically provided for in this tariff, or as amended, a shipment weighing less than 1,000 pounds shall be accepted only at a weight of 1,000 pounds and applicable rates and charges based on weight shall be subject to 1,000 pound minimum.

NOTE: All shipments are subject to weighing provisions as provided in Rule 4.

RULE 26
REISSUED ITEMS OR PAGES

Reference made herein to items or pages in this tariff include reference to reissue of such items or pages.

RULE 27
SUBSTITUTED SERVICE

Unless otherwise directed by the shipper, shipments of household goods originating on the lines of any carrier party to this tariff and consigned to a point served by it, at the option of the originating carrier, will be transported by other motor common carriers authorized to perform the service; and the rates, charges, rules and regulations to be applied in connection with shipments so transported are those applicable over the line of the originating carrier .

RULE 28
HANDLING SPECIAL ARTICLES

The services covered by this tariff do not include the handling, loading or unloading of any single article which, because of the size or nature of the article, requires rigging service. The extra handling, loading or unloading in every instance must be provided by the shipper or if the carrier has additional personnel and equipment available, such extra services upon request of the shipper may be provided by the carrier at charges as shown in this tariff. When necessary such articles must be securely braced and blocked, and when such bracing or blocking require material not forming part of the regular equipment of the vehicle, or extra labor, such material and labor must be furnished by the shipper. Where service is performed by carrier, charges in Item 220 will apply.

RULE 29
REGULAR HOURS OF SERVICE

Except as otherwise provided, regular hours for service shall be between 8 a.m. and 5 p.m. on each day of the week except Saturdays, Sundays, and legal holidays, national, state or municipal.

For explanation of abbreviations and reference marks, see last page.

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ISSUED BY: KMCA Tariff Department, P.O. Box 1673, Topeka, Kansas 66601-1673

COMBINED UNIFORM HOUSEHOLD GOODS BILL OF LADING AND FREIGHT BILL

ORIGINAL-NOT NEGOTIABLE to be issued to shipper of these goods are received by carrier.

Shipper's No. _____
Agent's No. _____

Received, pursuant to Order for Services (if any) and subject to the classifications and tariffs, rules and regulations in effect on the date of the issue of this Bill of Lading.

Issued at _____, Date _____, 19__

From _____

Address _____

City _____ State _____

The property described below (contents and conditions of contents of packages unknown) consigned and destined as shown below, which said company (the word company being understood throughout this contract as signifying any person or corporation in possession of the property under the contract) agrees to carry to destination indicated below, if within the scope of its landed operations, otherwise to deliver to another carrier to deliver to said destination, it is mutually agreed, as to each carrier of all or any part of said property over all or any portion of route to destination, and to each party at any time interested in all or any of said property, that every carrier to be performed hereunder shall be subject to all conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by shipper and accepted for himself and his assigns.

Consigned to _____

Address _____

City _____ State _____

Delivering Carrier _____ I. C. C. No. _____

Table with columns: SHIPPER'S COLLECTION INSTRUCTIONS, HOUSEHOLD GOODS TRANSPORTATION SERVICE, RATE, CHARGES. Includes sub-sections for Balance, Weight Gross, Mileage, and Additional Services.

(Shipper or Agent)

PREPAYMENT

Received \$ _____ to apply in prepayment of the charges on the property described herein.

(Agent or Driver)

The signature here acknowledges only the amount prepaid.

TERMS

All advance of lawful charges must be paid in cash, money order, or certified check before carrier delivers or relinquishes possession of the property, unless otherwise indicated below by the carrier.

VALUATION

Shippers are required to declare in writing the released value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ cents per pound, per article.

(Shipper or Agent)
The shipper hereby declares valuations in excess of the limit set forth above on the following specific articles:

Table with columns: ARTICLE, Excess Valuation

RECEIPT OF DELIVERY

Services shown herein were rendered and the property described above received in good condition except as herein noted.

(Shipper or Agent)

Date _____

Table with columns: HOUSEHOLD GOODS TRANSPORTATION SERVICE, RATE, CHARGES. Includes sub-sections for Packing and Unpacking, Labor charges, Overtime Labor charges, Extra pick-ups & deliveries, Moleting or Pione Carry, Waiting Time, Storage in Transit, Transit Insurance Premium, Charge for excess value, Export and Import, Other Charges.

Table with columns: TOTAL PAID TO APPLY, BALANCE DUE, CHARGES

Table with columns: ITEMIZED PACKING AND UNPACKING CHARGES (Material and Labor), QUAN, RATE, CHARGES. Includes sub-sections for Barrels, Boxes, Cartons, Mattress Cartons, Crates and Containers.

CARRIER _____ SHIPPER _____

By _____ By _____

Space below is for Convenience of the Carrier, and is not a part of the Bill of Lading Contract.

Table with columns: TARE Weight, GROSS Weight, Location of scale, Street address, City, State. Includes sub-sections for WEIGHT CERTIFICATE, Signature as to tare weight only, Signature as to Gross weight only.

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ISSUED BY: KMCA Tariff Department, P.O. Box 1673, Topeka, Kansas 66601-1673

Note: The face of this Bill of Lading is shown for information purposes. Carrier format may vary providing the information is substantially shown.

For explanation of abbreviations and reference marks, see last page.

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CONTRACT TERMS AND CONDITIONS

Sec. 1. (a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.

(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss, thereof or damage thereto or delay caused by the act of God, the public enemy, the acts of public authority, quarantine, riots, strikes, perils of navigation, the act or default of the shipper or owner, the nature of the property or defect or inherent vice therein. Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the property herein described shall be liable for damage to or loss of contents of pieces of furniture, crates, bundles, cartons, boxes, barrels or other container unless such contents are open for the carrier's inspection and then only for such articles as are specifically listed by the shipper and receipted for by the carrier or its agent.

(c) Except in case of negligence of the carrier or party in possession, the carrier or party in possession of any of the property herein described shall not be liable for delay caused by highway obstruction, or faulty or impassable highway, or lack of capacity of any highway, bridge, or ferry, or caused by breakdown or mechanical defect of vehicles or equipment.

(d) Except in case of negligence of the carrier or party in possession the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the property is stopped and held or stored in transit upon request of the shipper, owner, or party entitled to make such request, whether such request was made before or after the carrier comes into possession of the property.

(e) In case of quarantine the property may be discharged at the risk and expense of the owners into quarantine depot or elsewhere, as required by quarantine regulations, or authorities, and in such case, carrier's responsibility shall cease when the property is so discharged, or property may be returned by carrier at owner's expense to shipping point earning charges both ways. Quarantine expenses of whatever nature or kind upon or in respect to property shall be borne by the owners of the property or be a lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts done or required by quarantine regulations or authorities even though the same may have been done by carrier's officers, agents, or employees, nor for detention, loss, or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers, and to quarantine laws or regulations. The shipper shall hold the carriers harmless from any expense they may incur, or damages they may be required to pay, by reason of the introduction of the property covered by this contract into any place against the quarantine laws or regulations in effect at such place.

Sec. 2. (a) No carrier is bound to transport said property by any particular schedule, vehicle, train or vessel or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between point of shipment and the point of destination. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

(b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier issuing this bill of lading, or carrier in possession of the property when the loss, damage, injury or delay occurred, within nine months after delivery of the property (or in case of export traffic, within nine months after delivery at port of export) or, in case of failure to make delivery, then within nine months after a reasonable time, for delivery has elapsed; and suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable, and such claims will not be paid.

(c) Any carrier or party liable on account of loss or damage to any of said property shall have the full benefit of any insurance that may have been effected upon or on account of said property so far as this shall not avoid the policies or contracts of insurance; provided that the carrier reimburse the claimant for the premium paid thereon. Sec. 3. Except where such service is required and the result of carrier's negligence, all property shall be subject to necessary cooperage, packing and repacking at owner's cost.

Sec. 4. (a) Property not received by the party entitled to receive it within the free time (if any) allowed by tariffs lawfully on file (such free time to be computed as therein provided) after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination, or at the time tender of delivery of the property to the party entitled to receive it or at the address given for delivery has been made, may be kept in vehicle, warehouse or place of business of the carrier, subject to the tariff charge for storage and to carrier's responsibility as warehouseman, only, or at the option of the carrier, may be removed to and stored in a warehouse at the point of delivery or at other available points, at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all transportation and other lawful charges including a reasonable charge for storage. In the event, the consignee cannot be found at the address given for delivery, then in that event, notice of the placing of such goods in warehouse shall be left at the address given for delivery and mailed to any other address given on the bill of lading for notification, showing the warehouse in which such property has been placed, subject to the provisions of this paragraph.

For explanation of abbreviations and reference marks, see last page.

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ISSUED BY: KMCA Tariff Department, P.O. Box 1673, Topeka, Kansas 66601-1673

CONTRACT TERMS AND CONDITIONS (Continued)

(b) Where nonperishable property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it upon tender of delivery, or said consignee or party entitled to receive it fails to receive it or claim within 15 days after notice of arrival of the property at destination shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place may be designated by the carrier; provided, that the carrier shall have first mailed, sent, or given to the consignor notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the bill of lading if disposition be not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published; provided, that 30 days shall have elapsed before publication of notice of sale after said notice that the property was refused or remains unclaimed was mailed, sent, or given.

(c) Where perishable property which has been transported hereunder to destination is refused by consignee or party entitled to receive it shall fail to receive it promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale: provided, that if there be time for service of notification to the consignor or owner of the refusal of the property or the failure to receive it and request for disposition of the property, such notification shall be given, in such manner as the exercise of due diligence requires, before the property is sold.

(d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

(e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of advances, tariff charges, packing, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense; and should there be a balance, it shall be paid to the owner of the property sold hereunder.

(f) Where the carrier is directed to load property from (or render any services at) a place or places at which the consignor or his agent is not present, the property shall be at the risk of the owner before loading. Where the carrier is directed to unload or deliver property (or render any services) at the 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.

Sec. 5. No carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

Sec. 6. Explosives or dangerous goods will not be accepted for shipment. Every party whether principal or agent shipping such goods shall be liable for and indemnify the carrier against all loss or damage caused by such goods and carrier will not be liable for safe delivery of the shipment.

Sec. 7. The owner or consignee shall pay the advances, tariff charges, packing and storage, if any, and all other lawful charges accruing on said property; but, except in those instances where it may lawfully be authorized to do so, no carrier shall deliver or relinquish possession at destination of the property covered by this bill of lading until all tariff rates and charges thereon have been paid. The consignor shall be liable for the advances, tariff charges, packing, storage and all other lawful charges, except that if the consignor stipulates, by signature, in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier, contrary to such stipulation, shall make delivery without requiring such payment, the consignor (except as hereinafter provided) shall not be liable for such charges: Provided, that, where the carrier has been instructed by the shipper or consignor to deliver said property to a consignee other than the shipper or consignor, such consignee shall not be legally liable for transportation charges in respect of the transportation of said property (beyond those billed against him at the time of delivery for which he is otherwise liable) which may be found to be due after the property has been delivered to him, if the consignee (a) is an agent only and has no beneficial title in said property, and, (b) prior to delivery of said property has notified the delivering carrier in writing of the fact of such agency and absence of beneficial title, and, in the case of a shipment reconsigned or diverted to a point other than that specified in the original bill of lading, has also notified the delivering carrier in writing of the name and address of the beneficial owner of said property; and in such cases the shipper or consignor, or, in the case of a shipment so reconsigned or diverted, the beneficial owner, shall be liable for such additional charges. If the consignee has given to the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. Nothing herein shall limit the right of the carrier to require at time of shipment, the prepayment of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the advances or tariff charges must be paid upon the articles actually shipped.

Sec. 8. If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election for common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading. Sec. 9. Any alteration, addition or erasure in this bill of lading which shall be made without the special notation hereon of the agent of the carrier issuing this bill of lading shall be without effect, and this bill of lading shall be enforceable according to its original tenor.

For explanation of abbreviations and reference marks, see last page.

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ISSUED BY: KMCA Tariff Department, P.O. Box 1673, Topeka, Kansas 66601-1673

COMMODITY DESCRIPTION AND CLASSIFICATION OF PROPERTY

The classification of property to which the rates, rules and regulations apply are those classes of property designated as commodities under the following commodity descriptions:

(A) Household Goods -The term "household goods" means,

- 1. PERSONAL EFFECTS AND PROPERTY USED OR TO BE USED IN A DWELLING**
when a part of the equipment or supply of such dwelling;
- 2. FURNITURE, FIXTURES, EQUIPMENT AND THE PROPERTY OF STORES, OFFICES, MUSEUMS, INSTITUTIONS, HOSPITALS, OR OTHER ESTABLISHMENTS**
when a part of the stock, equipment, or supply of such stores, offices, museums, institutions, hospitals, or other establishments;
- 3. ARTICLES INCLUDING OBJECTS OF ART, DISPLAYS, AND EXHIBITS,** which because of their unusual nature or value require the specialized handling and equipment usually employed in moving household goods.

(B) INTERPRETATION OF THE DEFINITION IN PARAGRAPH (A) OF THIS ITEM

Subsection (1) Shall not be construed to include property moving from a factory or store, except such property as the householder has purchased with intent to use in his dwelling and which is transported at the request of, and the transportation charges paid to the carrier by, the householder.

Subsection (2) shall not be construed to include the stock-in-trade of any establishment, whether consignor or consignee other than used furniture and used fixtures, except when transported as an incident to the removal of the establishment, or a portion thereof, from one location to another.

Subsection (3) shall not be construed to include any article, whether crated or uncrated, which does not, because of its unusual nature or value, require the specialized handling and equipment usually employed in moving household goods.

All property transported under the commodity descriptions as set forth above shall be subject to the minimum weights and rates as set forth in the tariff as amended.

For explanation of abbreviations and reference marks, see last page.

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SECTION 1
ADDITIONAL SERVICES

Rates and charges for additional services shown in this section apply in all territories, except as otherwise specifically provided, and are in addition to other rates in this tariff.

ITEM 110
PACKING AND UNPACKING

Rates include packing, the use of packing containers, and materials from origin to destination, and unpacking.

Rates do not include unpacking **WHEN:**

1. Shipper elects not to have unpacking performed and elects to retain the containers and specifically directs carrier or its agent not to perform unpacking.
2. Shipper elects not to have unpacking performed at time of delivery and specifically so directs carrier or its agent.
3. Shipment is delivered to a 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 applicable rules).

DRUM, DISH-PACK (Drum, Dish-pack, barrel or other specifically designed containers, of not less than 5 cu. ft. capacity, for use in packing glassware, china ware, bric-a-brac, table lamps or similar fragile articles)-----

CARTONS: Less than 3 cu. ft.-----
 3 cu. ft. (Not less than 200 lb. test) -----
 4 1/2 cu. ft. (not less than 200 lb. test) -----
 6 cu. ft. (not less than 200 lb. test) -----
 6 1/2 cu. ft. (not less than 275 lb. test) -----

<u>RATE</u>
<u>In Dollars and Cents</u>
\$35.85
\$8.20
\$13.10
\$16.35
\$18.10
\$19.50

NOTE 1 - When cartons of more than 3 cu. ft. capacity are used and no rate is shown for the size carton used, charges shall be based on the rate for the next lower size carton shown.

NOTE 2 - Length, width and depth by inches and cubical content must be shown on all cartons.

CRIB MATTRESS CARTON -----
MATTRESS CARTON (not exceeding 39" x 75") --
MATTRESS CARTON (not exceeding 54" x 75") --
MATTRESS CARTON (exceeding 54" x 75") -----
MATTRESS CARTON (39" x 80")

\$9.85
\$16.50
\$18.85
\$29.20
\$17.80

(Continued)

For explanation of abbreviations and reference marks, see last page.

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ITEM 110 (Concluded)
PACKING AND UNPACKING

NOTE: In applying charge for mattress cartons, if the size furnished exceeds the dimensions for which charges are shown, the charge for the next greater size shall apply.

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 - 8 cubic feet.

Tri-Wall Carton, 5 Cubic feet
Tri-Wall Carton, 10 Cubic feet
Tri-Wall Carton, 15 Cubic feet
Grandfather Clock Carton

Laydown Wardrobe, per carton
Standup Wardrobe, per carton
Corrugated Mirror Carton, per carton

RATE
In Dollars and Cents

\$12.00

(Refer to hourly rates in Item 130.
Minimum charge - 1 man-hour per carton. Also see Item 150.)

\$19.35

\$23.30

\$28.70

ITEM 120
EXTRA PICK-UP OR DELIVERY (See Rule 7)

Each stop or call at one or more places necessary for making additional pick-ups after first pick-up or additional deliveries after first delivery _____

PER

RATE

In dollars and cents

Stop or call

\$57.30

ITEM 130
LABOR CHARGES

Covers all services for which no charges are otherwise provided in tariff when such services are requested by shipper.

NOTE 1: Regular time labor charge applies when service is performed in accordance with Rule 29. Overtime labor charge applies when service is performed between 5:00 p.m. and 8:00 a.m. except Saturdays, Sundays, and holidays.

During any hour on Saturday and Sunday. During any house on all officially declared national or state holidays. (Applies on state holidays only when such service is rendered within that state on such holiday.)

Regular Rate Per Hour, Per Person _____

\$28.30

Overtime Rate Per Hour, Per Person _____

\$42.45

For explanation of abbreviations and reference marks, see last page.

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SECTION 1
ADDITIONAL SERVICES

ITEM 140

OVERTIME LOADING AND UNLOADING (See Notes)

An additional charge of 245 cents per 100 pounds for loading or unloading, or of 495 cents per 100 pounds for both loading and unloading, at residence, warehouse or other establishment after regular hours or days (See Note 2), will be assessed when this service is made necessary by landlord requirements, or is required by prevailing laws or ordinances, or is rendered at the specific request of the shipper. This service will be performed at a warehouse after regular hours or days (See Note 2), only at the option of the carrier and only when agreed to by the warehouseman.

NOTE 1: This item subject to a 500 pound minimum.

NOTE 2: Other than regular hours or days are as follows:

- (a) Between 5 p.m. and 8 a.m. except Saturday, Sunday and Holidays.
- (b) During any hour on Saturday.
- (c) During any hour on Sunday.
- (d) During any hour on all officially declared National or State holidays.

NOTE 3: Bill Of Lading and Freight Bill to be marked or stamped as follows:

- (a) Loading requested or required after regular delivery hours or days.
- (b) Unloading requested or required after regular delivery hours or days.

ITEM 150

PACKING CONTAINER CHARGE

(When furnished to the shipper by the carrier and packing or unpacking service is not furnished by the carrier)
DRUM, DISH-PACK (Drum, Dish-pack, barrel or other specially designed containers, of not less than 5 cu. ft. capacity for use in packing glassware, china ware, bric-a-brac, table lamps or similar fragile articles) —

CARTONS: Less than 3 cu. ft. (Not less than 200 lb. test) _____	\$15.45
3 cu. ft. (Not less than 200 lb. test) _____	\$3.20
4 ½ cu. ft. (Not less than 200 lb. test) _____	\$5.45
6 cu. ft. (Not less than 200 lb. test) _____	\$6.50
6 ½ cu. ft. (Not less than 275 lb. test) _____	\$7.50
	\$9.10

Note 1: When cartons of more than 3 cu. ft. capacity are used and no rate is shown for the size carton used, charges shall be based on the rate for the next lower size carton shown.

Note 2: Length, width and depth by inches and cubical content must be shown on all cartons.

CRIB MATTRESS CARTON _____	\$5.35
MATTRESS CARTON (Not Exceeding 39" x 75") _____	\$10.65
MATTRESS CARTON (Not Exceeding 54" x 75") _____	\$13.10
MATTRESS CARTON (Exceeding 54" x 75") _____	\$19.85
MATTRESS CARTON (39" x 80") _____	\$12.00
TRI-WALL CARTON , 5 cubic feet _____	\$20.80
TRI-WALL CARTON , 10 cubic feet _____	\$27.35
TRI-WALL CARTON , 15 cubic feet _____	\$32.65
GRANDFATHER CLOCK CARTON _____	\$49.95
LAYDOWN WARDROBE _____	\$8.50
STANDUP WARDROBE _____	\$17.60
Mirror Carton, corrugated, specially designed for mirrors, painting, glass or marble tops and similar fragile articles _____	\$11.85

For explanation of abbreviations and reference marks, see last page.

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SECTION 1
ADDITIONAL SERVICES

ITEM 160

PIANO OR ORGAN CARRY CHARGES (See Note 7):

	<u>RATE</u>
HANDLING CHARGE for pianos, organs, and harpsichords 38" or less in height, other - than grand and baby grand pianos, per instrument ----- HANDLING	\$37.25
CHARGE for pianos, organs, and harpsichords, studios, consoles, and spinets over 38" in height per instrument ----- HANDLING	\$74.45
CHARGE for grand and baby grand pianos, per instrument----- FLIGHT CARRY CHARGE -INSIDE A BUILDING;	\$111.70
First Flight (One floor or story to the next floor or story) (Notes 1, 3 and 5) -----	\$24.20
Each additional flight -----	\$12.15
FLIGHT CARRY CHARGE -OUTSIDE A BUILDING;	
First Flight (8 but not more than 20 steps) (See Notes 2, 3 and 5)-----	\$24.20
Each Additional Step over 20 steps -----	\$.65
 FROZEN FOOD LOCKERS UNCRATED, CARRY CHARGES: (See Notes 1, 2, 3 and 6)	
Units 8 cubic feet and under:	
First Flight -----	\$12.15
Each additional flight -----	\$8.50
Units over 8 cubic feet and under 15 cubic feet:	
First Flight -----	\$19.45
Each additional Flight -----	\$10.95
Units 15 cubic feet and over:	
First Flight -----	\$26.70
Each Additional Flight -----	\$13.35

- Note 1: Inside a building, the steps from one floor or story to the next floor or story will be considered one flight. If an elevator is employed, it will be considered one flight.
- Note 2: Outside a building, the first flight shall consist of 8 but not more than 20 steps. Steps less than 8 will not be considered a flight.
- Note 3: Flight-carry charges apply each time service is rendered.
- Note 4: Handling charge applies once per shipment for each piano or organ.
- Note 5: Handling and flight-carry charges will not apply to portable organs and toy organs or toy pianos.
- Note 6: The flight-carry charge, inside a building, will not apply when the elevator or stair-carry charge under Item 170 is applicable.
- Note 7: No additional handling charge will be made for portable pianos, organs, and harpsichords, capable of being conveniently hand-carried by one person.

For explanation of abbreviations and reference marks, see last page.

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SECTION 1
ADDITIONAL SERVICES

ITEM 170

ELEVATOR, STAIR AND EXCESSIVE DISTANCE CARRY CHARGES involved in pick-up or delivery. Charges apply when service is performed at any point. Rates are in cents per 100 pounds.

ELEVATORS (Subject to Notes 1, 2, 3, 4, 5, 6, 8 and 10):

Where pick-up or delivery involves use of adequate elevator service up or down one or more flights (See Note 6), a charge will be assessed viz:

	<u>RATE</u>
One or more flights at origin-----	\$1.35
One or more flights at destination-----	\$1.35

STAIRS Inside a building (Subject to Notes 1, 2, 5, 6, 8 and 10)

Where pick-up or delivery involves carriage up or down one or more flights of stairs a charge will be assessed, viz.:

Per each flight at origin-----	\$.95
Per flight at destination-----	\$.95

STAIRS OUTSIDE, ATTACHED TO A

BUILDING (Subject to Notes 1, 2, 5, 7, 8 and 10):

Where pick-up or delivery involves carriage up or down one or more outside flights of stairs attached to a building a charge will be assessed, viz:

Per each flight at origin-----	\$.95
Per each flight at destination-----	\$.95

EXCESSIVE DISTANCES (Subject to Notes 2, 9 and 10):

Where pick-up or delivery involves one or more extra carries, a charge will be assessed viz.:

Per each extra carry at origin-----	\$.95
Per each extra carry at destination-----	\$.95

Note 1: Elevator- and stair-carry charges will not apply when pick-up or delivery is within a single-family dwelling.

Note 2: Charges will be based on actual weight of the shipment, except as follows:

- (a) When under the provisions of Rule 7 portions of the shipment are picked up or delivered at more than one place, the charges will apply only to the actual weight of that portion of the shipment picked up or delivered at other than ground floor or carried an excessive distance.
- (b) When an automobile is included in a shipment with other personal affects, the weight of the automobile will be deducted when determining applicable charges under this item.

Note 3: When two or more elevators providing parallel service are utilized, charges will apply per shipment, not per elevator.

Note 4: Where an elevator is used and shipment must then be transferred to a second elevator or carried one or more flights, charges will be made once for the first elevator and again for each additional elevator or stair carry service.

Note 5: When stairs and elevator are both available, charge will be based on the method that results in the lower cost to the shipper.

Note 6: Inside a building, the first flight shall consist of at least 8 steps. Additional flights shall be defined as the number of complete floors above or below the first flight.

(Continued)

For explanation of abbreviations and reference marks, see last page.

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SECTION 1
ADDITIONAL SERVICES

ITEM 170 (Concluded)

NOTE 7: Outside a building, the first flight shall consist of 8 but not more than 20 steps. Steps less than 8 will not be considered a flight.

NOTE 8: When a piano or organ is included in the shipment, the minimum stair carry charges on the entire shipment, inside or outside a building shall be \$30.00 for the first flight and \$14.95 for each additional flight. The minimum elevator charge shall be \$30.00. The minimum charge will apply each time the service is performed at origin and/or destination.

NOTE 9: An extra carry means each carriage of 50 feet or fraction thereof after the first 75 feet (not including elevator or stair distance for which charges herein apply) between the vehicle and:

- (a) The entrance door of a detached or single family dwelling, or
- (b) The applicable individual apartment or office entrance door within a multiple occupancy building. **NOTE**

NOTE 10: When a piano, organ and or frozen food locker is included in a shipment, the handling charge for pianos, organs, and frozen food lockers provided in Item 160 will be in addition to the applicable charges in this item.

ITEM 180

BULKY ARTICLES, LOADING AND UNLOADING CHARGES:

When a shipment includes articles as 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 service is for carrier's convenience). Loading and unloading service includes the handling and blocking of such article. Rates are in dollars and cents per item.

	<u>RATES</u>
Airplanes or Gliders -----	\$222.25
Automobiles, Trucks or Vans -----	\$148.90
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 -----	\$89.30
Snowmobiles, Motorcycles, Motorized Golf Carts, Motorbikes, Go Carts, 3- or 4- Wheel All Terrain Vehicles and Jet Skis -----	\$89.30
Trailers, Utility or Boat, Empty -----	\$100.55
Campers, Pick-Up Truck Type, not mounted (Camper designed to be carried on pick-up truck, see NOTE 3) -----	\$256.45
Playhouse, Home Security Safes, Tool or Utility Sheds, Animal Houses, Kennels, Doll Houses, Bath or Hot Tubs, Spas, Whirlpool Baths and Jacuzzis (See Note 5) -----	\$167.25
Satellite, Television, and Radio Receiving Dishes, including mounts, stands and accessorial equipment, and televisions larger than 40 inches---	\$112.05

For explanation of abbreviations and reference marks, see last page.

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SECTION 1
ADDITIONAL SERVICES

ITEM 180 (Concluded)

NOTE 1: The charges provided for in this item will not apply when shipper orders Exclusive Use of a Vehicle under Rule 5, Paragraph (C), or to Shipments on Tour under Rule 18.

NOTE 2: The charges provided for in this item will apply on canoes, dinghies, kayaks, sculls or skiffs, not capable of being handled by one person.

NOTE 3: No additional charge will be made for campers mounted on pick-up trucks; apply the charge for pickup truck only.

NOTE 4: Inoperable vehicles will be subject to additional loading charges.

NOTE 5: Where reference is made to this note, additional charge will not apply on articles capable of being conveniently handled by one person.

ITEM 190**WAITING TIME**

When not the fault of the carrier, per vehicle, per hour -\$29.80.

NOTE 1: Unless otherwise provided by agreement, loading and unloading will be performed between the hours of 8:00 a.m. and 5:00 p.m., and waiting time will be applicable only between these hours, subject to the following allowable free waiting time:

- When shipment is traveling more than 100 miles but less than 200 miles, one hour free waiting time will be allowed, except on shipments delivered to storage in transit at destination.
- When shipment is traveling 200 miles or more, two hours free waiting time will be allowed, except on shipments delivered to storage in transit at destination.
- At expiration of the free waiting time, additional waiting time service will be subject to carrier's convenience.

NOTE 2: When storage in transit shipments is delivered from warehouse one hour free waiting time will be allowed.

NOTE 3: This item not applicable on Sundays or on all officially declared national and state holidays.

NOTE 4: Waiting time charge for carrier's vehicle personnel (other than vehicle driver) will be subject to hourly charge in Item 130.

ITEM 200

METAL BINDING (When requested by shipper). (Rugs, foot-lockers, trunks, etc.) **RATE: \$5.60 Each**

ITEM 210**HOUSEHOLD APPLIANCES OR OTHER ARTICLES REQUIRING SPECIAL SERVICING FOR SAFE**

TRANSPORTATION (Subject to request of the shipper, owner or consignee, and provisions of Rule 15):

- **CARRIER SERVICING** of appliances or articles at origin:
 FIRST ARTICLE: EACH -\$18.20
 EACH ADDITIONAL ARTICLE: EACH -\$12.15
- **CARRIER UNSERVICING** of appliances or articles at destination:
 FIRST ARTICLE: EACH -\$12.15
 EACH ADDITIONAL ARTICLE: EACH -\$7.30

For explanation of abbreviations and reference marks, see last page.

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SECTION 1
ADDITIONAL SERVICES

ITEM 220

AUXILIARY SERVICE, necessary for pick-up or delivery **EXCEPT** as provided in Item 190. (Applies only in connection with Rule 16 for all auxiliary pick-up or delivery services requested by the shipper) **PER ADDITIONAL VEHICLE** (if used) **PER HOUR** -\$29.80
LABOR CHARGES: For rates to apply see Item 130.

ITEM 230

REWEIGHING CHARGE

The carrier, upon request of shipper, owner or consignee, made prior to delivery of shipment, and when practicable to do so will reweigh the shipment. The lower of the two net scale weights shall be used for determining the applicable charges. If the reweigh develops a net scale weight in excess of the initial net scale weight or if the difference between the initial net scale weight and the reweigh net scale weight is less than 100 pounds on a shipment weighing 5,000 pounds or less or two percent or less of the lower net scale weight on shipments in excess of 5,000 pounds, the reweigh charge shall be:
Per Service -\$52.75

ITEM 240

DIVERSION CHARGE

The charge for each diversion in connection with a shipment will be:
EACH -\$12.15

ITEM 250

STORAGE IN TRANSIT AND WAREHOUSE HANDLING CHARGES

Rates are in cents per 100 pounds based on actual weight subject to 1,000 pound minimum and apply in territory or at points shown below based on location of warehouse where storage in transit service is provided.

SCHEDULE A - Applies on service provided at all points except as shown under Schedule B.

SCHEDULE B - Applies on service provided at all points in the counties of Butler, Cowley, Douglas, Harper, Harvey, Johnson, Kingman, Leavenworth, McPherson, Reno, Sedgwick, Shawnee, Sumner, and Wyandotte.

	<u>RATES</u>	
	<u>SCHEDULE A</u>	<u>SCHEDULE B</u>
Storage for each 30 days or fraction thereof -----	235	270
Warehouse Handling Charge -----	295	315

For explanation of abbreviations and reference marks, see last page.

ISSUED: January 15, 2001

EFFECTIVE: January 16, 2001

~~**ISSUED BY:** KMCA Tariff Department, P.O. Box 1673, Topeka, Kansas 66601-1673~~

SECTION 1
ADDITIONAL SERVICES

ITEM 260**PICK-UP OR DELIVERY TRANSPORTATION RATES TO APPLY ON STORAGE IN TRANSIT SHIPMENTS: (Subject to Rule 17)**

Rates are in dollars and cents per hundred pounds based on actual weight subject to 1,000 pound minimum and apply on shipments when released to a value not exceeding 60 cents per pound per article.

Rates apply depending upon location of warehouse, as shown below on pick-up or delivery of storage in transit shipments when both point of pick-up or delivery and warehouse are located within the same municipality, or within a distance of 14 miles or less.

For rates to apply for distances over 14 miles, apply rates in Section 2.

Breakpoint indicates weight at which a lower charge develops by use of lowest weight and applicable rate in next higher weight bracket.

SCHEDULE A -Applies when service is provided at all points except as shown under Schedule B.

<u>WEIGHT</u>	<u>RATE</u>
1,000 to 1,999 pounds inclusive, breakpoint - 1,629 pounds	\$10.50
2,000 to 3,999 pounds inclusive, breakpoint - 3,673 pounds	\$8.55
4,000 pounds and over	\$7.85

SCHEDULE B -Applies when service is provided in the counties of Butler, Cowley, Douglas, Harper, Harvey, Johnson, Kingman, Leavenworth, McPherson, Reno, Sedgwick, Shawnee, Sumner and Wyandotte.

<u>WEIGHT</u>	<u>RATE</u>
1,000 to 1,999 pounds inclusive, breakpoint -1,606 pounds	\$13.45
2,000 to 3,999 pounds inclusive, breakpoint -3,723 pounds	\$10.80
4,000 pounds and over	\$10.05

~~For explanation of abbreviations and reference marks, see last page.~~

~~ISSUED: August 12, 2005~~

~~EFFECTIVE: August 15, 2005~~

~~ISSUED BY: KMCA Tariff Department, P.O. Box 1673, Topeka, Kansas 66601-1673~~

SECTION 1
ADDITIONAL SERVICES

ITEM 270

CLAIM-SETTLEMENT SERVICE CHARGE:

Upon request of a party, person, firm or establishment assuming liability for loss and/or damage in excess of the carrier's liability with respect to a shipment on which credit has been extended by a carrier to such party, person, firm or establishment for the charges applicable to such shipment, the carrier will:

- I. Investigate any loss and/or damage claim; and
2. Arrange for the repair of all damaged articles when appropriate, and make such settlement with the shipper as is deemed equitable for all lost articles and for all damaged articles, repair of which is not deemed appropriate with carrier assuming only that portion of the amount required to settle the claim for which it is liable, and any additional amount to be borne by the person or firm assuming the excess liability; and
3. Render to the person or firm assuming the excess liability an invoice payable in seven days for the amount required to settle the claim which exceeds the carrier's liability plus the charge provided for in this item.

The charge for any or all services described shall be **PER SHIPMENT \$66.65.**

NOTE: Any charges or portions thereof for services of others engaged at the request of the person or firm assuming the excess liability, which are over and above the amount for which carrier is liable under its bill of lading, will be at the expense of such person or firm and will be in addition to all other rates and charges.

EXCEPTION: Provisions of this item will **NOT** apply for account of Bailey Moving & Storage Co., Inc.

For explanation of abbreviations and reference marks, see last page.

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SECTION 2

TRANSPORTATION RATES

APPLICATION

Rates in this Section are stated in dollars and cents per 100 pounds and apply to the actual weight of the shipment, subject to Rules 5, 17, and 25.

Rates apply only on shipments released to a value not exceeding 60 cents per pound per article. For rates on shipments with a declared value exceeding 60 cents per pound per article, apply the Conversation Tables in Section 3.

Rates include the actual movement or transportation of property from origin to destination, plus loading and unloading, but do not include Additional Services as set forth in Section 1.

Break Point - Indicates the weight at which lower charges apply by using the minimum weight and applicable rates for the next higher weight bracket. See Rule 24.

For explanation of abbreviations and reference marks, see last page.

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SECTION 2
TRANSPORTATION RATES See
page 32 for Application of Rates

Miles	1,000 to 1,999 lbs.	Break Point	2,000 to 3,999 lbs.	Break Point	4,000 7,999 lbs.	Break Point	8,000 lbs. and Over
15	\$28.15	1,578	\$22.20	3,568	\$19.80	6,004	\$14.85
20	\$29.45	1,593	\$23.45	3,548	\$20.80	5,962	\$15.50
30	\$30.80	1,565	\$24.10	3,544	\$21.35	6,164	\$16.45
40	\$32.35	1,568	\$25.35	3,409	\$21.60	6,167	\$16.65
50	\$33.45	1,576	\$26.35	3,363	\$22.15	6,122	\$16.95
60	\$35.00	1,580	\$27.65	3,328	\$23.00	6,331	\$18.20
70	\$36.00	1,562	\$28.10	3,388	\$23.80	6,337	\$18.85
80	\$37.65	1,560	\$29.35	3,285	\$24.10	6,473	\$19.50
90	\$38.80	1,547	\$30.00	3,294	\$24.70	6,527	\$20.15
100	\$40.35	1,527	\$30.80	3,293	\$25.35	6,738	\$21.35
110	\$41.75	1,526	\$31.85	3,247	\$25.85	6,685	\$21.60
120	\$43.10	1,513	\$32.60	3,224	\$26.35	6,725	\$22.15
130	\$44.60	1,516	\$33.80	3,160	\$26.70	6,847	\$22.85
140	\$45.50	1,543	\$35.10	3,151	\$27.65	6,785	\$23.45
150	\$46.85	1,507	\$35.30	3,168	\$27.95	6,813	\$23.80
160	\$48.10	1,504	\$36.15	3,187	\$28.80	6,695	\$24.10
170	\$49.30	1,553	\$37.35	3,144	\$29.35	6,733	\$24.70
180	\$50.45	1,493	\$37.65	3,188	\$30.00	6,800	\$25.50
190	\$51.75	1,481	\$38.30	3,186	\$30.50	6,899	\$26.30
200	\$52.45	1,480	\$38.80	3,186	\$30.85	6,898	\$26.60
220	\$54.10	1,492	\$40.35	3,158	\$31.85	6,946	\$27.65
240	\$55.10	1,489	\$41.00	3,181	\$32.60	6,896	\$28.10
260	\$56.65	1,506	\$42.65	3,124	\$33.30	6,967	\$29.00
280	\$57.65	1,513	\$43.60	3,138	\$34.20	6,948	\$29.70
300	\$59.15	1,510	\$44.65	3,145	\$35.10	6,906	\$30.30
320	\$60.80	1,497	\$45.50	3,165	\$36.00	7,067	\$31.80
340	\$62.30	1,504	\$46.85	3,155	\$36.95	7,026	\$32.45
360	\$64.15	1,497	\$48.00	3,167	\$38.00	7,011	\$33.30
380	\$65.45	1,502	\$49.15	3,130	\$38.45	7,116	\$34.20
400	\$67.00	1,481	\$49.60	3,206	\$39.75	7,075	\$35.15
420	\$68.40	1,477	\$50.50	3,220	\$40.65	7,115	\$36.15
440	\$69.45	1,479	\$51.35	3,194	\$41.00	7,239	\$37.10
460	\$70.45	1,475	\$51.95	3,230	\$41.95	7,266	\$38.10
480	\$71.30	1,472	\$52.45	3,276	\$42.95	7,227	\$38.80
500	\$72.90	1,481	\$53.95	3,237	\$43.65	7,359	\$40.15
520	\$73.80	1,486	\$54.80	3,274	\$44.85	7,251	\$40.65
540	\$75.00	1,494	\$56.00	3,286	\$46.00	7,131	\$41.00

Where exact distance is not shown, use next greater distance that is shown.

For explanation of abbreviations and reference marks, see last page.

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SECTION 3
CONVERSION TABLE OF RATES

These tables shall be used to determine the rate on a shipment when such shipment is released to a value exceeding 60 cents per pound per article. The method by which such rates are determined is outlined below:

EXPLANATION

TABLE A, 100% of Base Rate --Table A contains the rate applying on a shipment moving at a released value of not exceeding 60 cents per pound per article.

TABLE B, 105% of Base Rate --Table B contains the rate applying on a shipment when such shipment has been released to a value exceeding 60 cents per pound per article but not exceeding 75 cents per pound per article.

TABLE C, 110% of Base Rate --Table C contains the rate applying on a shipment when such shipment has been released to a value exceeding 75 cents per pound per article but not exceeding \$1.50 per pound per article.

TABLE B RATES

(1) To determine the rate on a shipment released to a value exceeding 60 cents per pound per article but not exceeding 75 cents per pound per article, first locate the base rate of such shipment in Table A; the rate directly opposite in Table B will be the applicable rate.

TABLE C RATES

(2) To determine the rate on a shipment released to a value exceeding 75 cents per pound per article but not exceeding \$1.50 per pound per article, first locate the base rate of such shipment in Table A; the rate directly opposite in Table C will be the applicable rate.

(Continued)

For explanation of abbreviations and reference marks, see last page.

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SECTION 3

CONVERSION TABLE OF RATES (Concluded)

For application of rates see Page 34 of tariff Rates are
in cents per 100 pounds

Table			Table			Table			Table		
A	B	C	A	B	C	A	B	C	A	B	C
1485	1559	1634	2810	2951	3091	3765	3953	4142	5045	5297	5550
1550	1628	1705	2815	2956	3097	3800	3990	4180	5050	5303	5555
1645	1727	1810	2880	3024	3168	3810	4001	4191	5135	5392	5649
1665	1748	1832	2900	3045	3190	3830	4022	4213	5175	5434	5693
1695	1780	1865	2935	3082	3229	3845	4037	4229	5195	5455	5715
1820	1911	2002	2945	3092	3240	3880	4074	4268	5245	5507	5770
1885	1979	2074	2970	3119	3267	3975	4174	4373	5395	5665	5935
1950	2048	2145	3000	3150	3300	4015	4216	4417	5410	5681	5951
1980	2079	2178	3030	3182	3333	4035	4237	4439	5480	5754	6028
2015	2116	2217	3050	3203	3355	4065	4268	4472	5510	5786	6061
2080	2184	2288	3080	3234	3388	4100	4305	4510	5600	5880	6160
2135	2242	2349	3085	3239	3394	4175	4384	4593	5665	5948	6232
2160	2268	2376	3180	3339	3498	4195	4405	4615	5765	6053	6342
2215	2326	2437	3185	3344	3504	4265	4478	4692	5915	6211	6507
2220	2331	2442	3235	3397	3559	4295	4510	4725	6080	6384	6688
2300	2415	2530	3260	3423	3586	4310	4526	4741	6230	6542	6853
2345	2462	2580	3330	3497	3663	4360	4578	4796	6415	6736	7057
2380	2499	2618	3345	3512	3680	4365	4583	4802	6545	6872	7200
2410	2531	2651	3380	3548	3718	4460	4683	4906	6700	7035	7370
2470	2594	2717	3420	3591	3762	4465	4688	4912	6840	7182	7524
2535	2662	2789	3500	3675	3850	4485	4709	4934	6945	7292	7640
2550	2678	2805	3510	3686	3861	4550	4778	5005	7045	7397	7750
2585	2714	2844	3515	3691	3867	4600	4830	5060	7130	7487	7843
2630	2762	2893	3530	3707	3883	4685	4919	5154	7290	7655	8019
2635	2767	2899	3600	3780	3960	4800	5040	5280	7380	7749	8118
2660	2793	2926	3615	3796	3977	4810	5051	5291	7500	7875	8250
2670	2804	2937	3695	3880	4065	4915	5161	5407			
2765	2903	3042	3710	3896	4081	4930	5177	5423			
2795	2935	3075	3735	3922	4109	4960	5208	5456			

For explanation of abbreviations and reference marks, see last page.

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SECTION 4

FUEL COST PRICE ADJUSTMENT (SURCHARGE)

Beginning fuel cost based on \$1.485 which used to determine transportation rates approved by the Kansas Corporation Commission and published in KMCA Tariff 40-N on Jan. 15, 2001.

A Fuel-Related Cost Price Adjustment (Surcharge) will apply on transportation charges as provided herein. (a)

On the first Monday of each calendar month, the "National U.S. Average" price per gallon of diesel fuel will be determined based on the price stated by the U.S. Department of Energy (DOE), Energy Information Administration's (EIA) survey of "Retail On-Highway Diesel Prices". This price will be obtained by calling the DOE Fuel Hot Line at 202-586-6966 or via the DOE web site at www.eia.doe.gov. Also refer to www.promover.org for current prices and additional information.

- (b) If the first Monday of the calendar is a Federal Holiday, the price will be determined based on the stated DOE price available on the next subsequent business day (Tuesday).
- (c) The DOE fuel price obtained will then be indexed based on the fuel price/adjustment factor matrix set forth in this item to determine the Fuel Cost Price Adjustment that will become applicable on the fifteenth (15th) day of the same month. The adjustment determined will apply for shipments loaded on the 15th day of the month and remain in effect through the 14th day of the following month starting from the effective date of this item.

When the DOE Fuel Price Per Gallon reported on the first Monday of the month is:

The Fuel Cost Adjustment Factor that becomes effective on the 15th day of the same month is:

Less than \$1.485	0%
From \$1.485 to \$1.574	1%
From \$1.575 to \$1.674	2%
From \$1.675 to \$1.774	3%
From \$1.775 to \$1.874	4%
From \$1.875 to \$1.974	5%
From \$1.975 to \$2.074	6%
From \$2.075 to \$2.174	7%
From \$2.175 to \$2.274	8%
From \$2.275 to \$2.374	9%
From \$2.375 to \$2.474	10%
Over \$2.474	(See Note 1)

NOTE 1: If the DOE fuel price per gallon exceeds \$2.474, the 10% Fuel Surcharge will increase 1% for every ten cents (\$.10) per gallon increase in the price above \$2.474 per gallon.

For explanation of abbreviations and reference marks, see last page.

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EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS

Abbreviation	Explanation
a.m.	Morning
p.m.	Past morning
no.	Number
Con'd	Concluded
Con't	Continued
Cu. Ft.	Cubic Feet
KCC	Kansas Corporation Commission
Incl.	Inclusive
Lb(s).	Pound(s)
"	Inches
cwt	Hundred Weight
\$	Dollars
%	Percent

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For explanation of abbreviations and reference marks, see last page.

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