

K.C.C. No. 169078

Tariff No. 1

**TARIFF
OF**

Name: Three Pea Moving LLC

Address: 9402 Lakepoint Dr Wichita, KS 67226

Motor Common Carrier Service

Between Points

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

ISSUE DATE: 05/10/16

EFFECTIVE DATE: 05/10/16

Kirsten K Awe, Owner

Name and Title

Three Pea Moving LLC

Name of Carrier

9402 Lakepoint Dr

Street and PO Box Address

Wichita, KS 67226

City, State and Zip

Item No	Subject and Application.....MUST BE TYPED
	<p style="text-align: center;"><u>Rates</u></p> <p>1) Moving rates are effective when truck leaves from the office and when the truck returns to the office. Minimum 1 hr charge with 15 incremental charges after the 1st hour</p> <p><u>Moving Rates:</u></p> <ul style="list-style-type: none"> • \$80 / hr – Includes 2 movers and 1 truck • \$120 / hr – includes 3 movers and 1 truck <p>2) Move Management / Move Prep/ Sorting / Packing / Un-packing/ Home set-up / Organizing rates are effective when employees arrive at job site and leave the job site. Minimum 1 hr charge with 15 incremental charges after the 1st hour</p> <p><u>Move Management / Move Prep/ Sorting / Packing / Un-packing/ Home set-up / Organizing rates</u></p> <ul style="list-style-type: none"> • \$65 / hr – owner only • \$45 / hr – 1 trained staff member • \$80 / hr – 2 trained staff members • \$120 / hr – 3 trained staff members • \$160 / hr – 4 trained staff members • \$40 / hr additional staff members as needed <p>3) <u>Packing Material and rental</u></p> <ul style="list-style-type: none"> • Prices are subject to market values at time of service

Contracted Terms and Conditions

1. Three Pea's liability for lost or damaged items is limited to \$.60 per pound per article unless additional insurance has been purchased by the customer.
2. Three Pea shall be responsible for replacement of any lost items listed on inventory page and inspected prior to move, subject to above limits. Items not listed are not insured.
3. The customer or his representative must be present during the move and final "walk-through." Our time runs continuously until all tools and equipment are back in the truck
4. The condition of any item(s) boxed by customer (PBO/packed by owner) and not inspected prior to move are not insured by Three Pea and is the responsibility of the customer.
5. Three Pea shall in no way be responsible for the working condition of electronic equipment, grandfather clocks, or any other piece of mechanical equipment (MCU/mechanical condition unknown). Damage to cabinets and surfaces of such equipment will be treated as stated in condition #1 above unless additional insurance with appropriate add-on coverage (i.e. electrical and mechanical) has been purchased.
6. The right is reserved by Three Pea to repair or replace any damaged item(s). If any article is lost, destroyed, or damaged while in our custody, we will, at our option, either: repair the article to the extent necessary to restore it to the same condition as when it was received by Three Pea, or pay you for the cost of such repairs; replace the article with an article of like kind; or pay you for the cost of a replacement article at the current market replacement value, regardless of the age of the lost or damaged article.
7. Three Pea will not be responsible for damage caused by non-routine moving including but not limited to, standing pieces on end, sharp turns, over-crowded work areas, difficult stairways, snags and sharp edges in work areas and doorways, handing over balconies, railings, etc., tight squeezes, and damage caused by weather. You will be asked to sign a waiver if we agree to attempt any non-routine moving request.
8. Three Pea shall not be responsible for loss or damage to accounts, bills, checks, evidence of debts, letters of credit, passports, tickets, documents, manuscripts, notes, mechanical drawings, securities, currency, money, bullion, precious stones, jewelry, or other similar valuables, paintings, statuary, or other works of art; or property carried gratuitously or as an accommodation. The process of removing drawers must be done in the presence of the customer or their agent.
9. Three Pea shall not be responsible for damage resulting when moving household items that have deteriorated such as, but not limited to, lamp shades, mattresses, electrical wiring, etc.
10. Three Pea shall not be responsible for glass in any form or damage resulting from glass breakage unless special packaging has been purchased. This applies to porcelain, marble and ceramic items, also.
11. Three Pea shall not be responsible for plants or pets.
12. Three Pea may use dollies to facilitate removal or placement of appliances, etc., and damage that may result to soft floors, such as, but not limited to, indentation, scuff marks, etc., are not the responsibility of Three Pea.
13. Three Pea shall not be responsible for damage to waterbeds or any subsequent damage. We claim no expertise as waterbed technicians.
14. Three Pea shall not be responsible for damage to items requiring special instructions if customer fails to provide such instructions including, but not limited to, disassembly or assembly of said items and any special preparation required.
15. Three Pea assumes no liability or responsibility for any items and cargo placed in the customer's own vehicle or in rental equipment and which Three Pea does not transport.

16. Three Pea may use dollies to move heavy objects such as but not limited to, appliances, items over 300 lbs., etc. Any floor surfaces including but not limited to parquet, hardwood, ceramic, marble, entrance halls, etc. and any damage that may result to soft floors, such as, but not limited to, indentation, scuffmarks, etc., are not the responsibility of Three Pea. If floor can be pulled by thumbnail, we are not responsible for damage. Three Pea may use water or soapy water to facilitate removal or placement of appliances.

17. Any damage caused by incomplete floor areas, such as, but not limited to, subsequent damage to ceilings, will not be the responsibility of Three Pea.

18. Three Pea will not disconnect / connect washer/dryer, or ice makers. You or your representative must check or accept any plumbing connections. Any assistance we give is as a courtesy only. Water and drain connections are the responsibility of the user.

19. Three Pea cannot be responsible for the working condition of major appliances.

20. Three Pea cannot be responsible for dents or scratches on major appliances. They are covered by a thin metal that has an extreme affinity to dent and scratch.

21. Three Pea will not repair or replace pressed board or simulated wood furniture. Much of the budget priced furniture today is made from a pressed wood or wood byproduct material w/ a photograph of wood grain attached. Some of the wood grain look is simply paper and some is very thin plastic material like on lower end kitchen cabinets. This type of material is not structurally strong, especially if it has screws, since the screw threads have no real grain to imbed into. Just crumbly pressed wood chips held together by some binding agent. It is not repairable and we have seen it crumble from the smallest vibrations riding in a truck across town. This type of furniture is specifically excluded from basic and increased insurance coverage.

22. Three Pea reserves the right to reschedule the move at an agreed upon time, without liability if there is inclement weather, including, but not limited to, rain, snow, ice, etc.

23. Three Pea will not take a truck off pavement or on steep grades. Three Pea will not drive a truck over freshly graveled driveways. Any time spent positioning the truck(s) or time lost due to truck(s) getting stuck will be at customer's expense. At finish of the job, the clock does not stop until our truck(s) are back on the municipal street.

24. Three Pea will move no flammables or hazardous material due to safety laws and DOT regulations. Please see below for prohibited items.

- *Sterno, Fire Extinguishers, Household Batteries, Matches, Aerosols, Chemistry Sets, Kerosene, Cleaning Solvents, Darkroom Chemicals, Gasoline, Ammonia, Pool Chemicals, Propane/Propane Tanks, Nail Polish, Nail Polish Remover, Motor Oil, Fireworks, Car Batteries, Charcoal, Charcoal Lighter, Liquid Bleach, Fertilizer, Paints (latex & oil-based), Paint Thinner, Pesticides, Firearms, Ammunition, Poisons (such as weed killer), Lamp Oils, Fuels.*

Customers must make other arrangements to transport these items.

**If you ship any of these goods without our knowledge, you immediately void any and all liability by our company for any and all loss or damages, and you will be held responsible for any damages, fines, warehousing costs, and delays incurred by our company resulting from the transport of these materials.

Claims

A. In the event of damaged property, the following procedures must be followed:

1. Client shall notify Three Pea within 30 days of the moving date to request a claim form
2. Client must complete and submit claim form to Three Pea within 10 days after receiving claim form.
3. Client must allow us to have all property involved in an accident or loss inspected and appraised before its repair or disposal
4. If an article is lost, destroyed or damaged while in Tree Pea's custody, we have the discretion to do one of the following for each item:
 - o Repair the item
 - o Replace with a similar item
 - o Make a cash settlement for the cost of the repair or the current market replacement value.
5. A covered loss will be payable within 60 days after a satisfactory proof loss is received or a final judgment award has been entered.

If a loss has been paid or made good by others, we will not be liable for any part of the loss.