

KEARNEY MOVING SERVICE OFFICIAL KANSAS INTRASTATE TARIFF Kansas ML-15

DOT#4041599

of

Go Forth LLC DBA Kearney Moving Services
2180 25 Road
Kearney, NE 68847

Motor Common Carrier Service

Between Points
and Places in Kansas
(as shown herein)

Issued by:

Sam Lanka – Owner/Manager Go Forth LLC

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General Application of Tariff

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

Rules and Regulations

15 - Governing Publications

15.1 This tariff is governed, except as otherwise provided herein, by the following described publications and by supplements thereto or successive issues thereof:

(A) *Official Transportation Map* prepared by the Kansas dept of roads (B) *Rand McNally Mileage Guide* (C) *Internet mapping such as Google maps or mapquest.*

20 - Advanced Charges

20.1 Charges advanced by carrier for services of others engaged at the request of the shipper will be supported by carrier with a copy of invoice setting forth services rendered, charges and basis thereof, together with reference to applicable schedule of tariff if charges are assessed in accordance therewith.

20.2 When carrier engaged services of third person at the request of and as agent for the shipper, carrier will not assume responsibility for their activities or conduct, amount of their charges, nor for the quantity or quality of service furnished.

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

40 - Alternate Charges

40.1 The linehaul transportation charge on any shipment shall not exceed the charge applicable on the same shipment under the next greater unit of weight at rate applicable to such greater unit of weight.

To illustrate:

A shipment weighing 3,239 pounds, distance 90 miles, rate of \$53.90 equals \$1,745.82

Use lower weight in next higher bracket which would be 4,000 pounds, distance 90 miles, rate \$43.70 equals \$1,748.00.

60 - Articles Prohibited and Restricted

60.1 Carrier will not accept for shipment property liable to contaminate or otherwise damage equipment or other property, nor will carrier accept for shipment articles that cannot be taken from the premises without damage to the article or the premises, nor will carrier accept for shipment perishable articles including frozen foods, articles requiring refrigeration or perishable plants except as provided in Items 60.2, 60.3, or 60.4

60.2 Frozen food will be accepted for transportation provided:

- a. The food is contained in a freezer, which at time of loading is at normal deep freeze temperature.
- b. The shipment is to be transported not more than 150 miles and/or delivery accomplished within 24 hours from the time of loading.
- c. No storage of shipment is required.
- d. No preliminary or enroute servicing by use of dry ice, electricity, or other preservative methods is required of the carrier.

60.3 Perishable plants will be accepted for transportation provided:

- a. The shipment is to be transported not more than 150 miles and/or delivery accomplished within 24 hours from the time of loading.
- b. No storage of shipment is required.
- c. No preliminary or enroute servicing or watering or other preservative method is required of the carrier.

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

60.5 Carrier will not accept for shipment under any circumstances tanks or bottles designed to contain butane or propane (LP), including tanks and containers for gas barbecue grills, torches, tools, or appliances. This prohibition also includes tanks and bottles that have been certified as empty.

60.6 Explosives or other dangerous articles will not be accepted for transportation or transported unless the shipping order, bill of lading, or other shipping paper prepared by the shipper (when shippers are required by the Department of Transportation regulations to certify packages for transportation) shows in the lower left-hand corner the following certificate over the written or stamped facsimile signature of the shipper or his duly authorized agent:

“THIS IS TO CERTIFY THAT THE ABOVE ARTICLES ARE PROPERLY DESCRIBED BY NAME, AND ARE PACKED AND MARKED, AND ARE IN PROPER CONDITION FOR TRANSPORTATION ACCORDING TO THE APPLICABLE REGULATIONS PRESCRIBED BY THE DEPARTMENT OF TRANSPORTATION.”

80 - Bill of Lading and Rates

80.1 Unless otherwise provided in this tariff, when property is transported subject to the provisions of this tariff, the acceptance and use of the Uniform Goods Bill of Lading is required.

80.2 Any alteration, addition, or erasure on a bill of lading made without a special notation on it by the agent of the carrier issuing the bill shall be without effect and the Bill of Lading shall be enforceable according to its original tenor.

80.3 The rates and charges in this tariff are conditioned upon the use of the Uniform Household Goods Bill of Lading and no other Bill of Lading may be used or shall apply except as provided.

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

Household Goods Bill of Lading Contract Terms and Conditions

This is the contract of carriage between the carrier and you, the owner(s) and/or shipper of the goods covered by this contract. If your goods are being moved under a contract between us and your employer

or another party, the terms of that contract will apply, PROVIDED THAT, BY ACCEPTING DELIVERY OF THE SHIPMENT, YOU WILL BE LIABLE FOR THE PAYMENT OF ALL CHARGES IF THE EMPLOYER OR OTHER THIRD-PARTY DOES NOT PAY THEM. We agree to transport your household goods under the following terms:

1. All of the provisions of our tariff (available on request), including those setting out the charges for your shipment, some of which may not be included on the front of this Bill of Lading, are incorporated into this contract.
2. We are not obligated to transport your shipment by any particular schedule, means, or vehicle, other than with reasonable dispatch. We may deliver your shipment on any date within the delivery dates specified on this Bill of Lading. If we cannot make delivery at the address shown on this Bill of Lading or any other address of which you have notified us for any reason that is not our fault (including your failure to pay amounts due or unavailability to accept delivery on a date within the specified delivery dates), then we, at our option, may store your shipment at your cost in a warehouse selected by us in the general area of the specified destination and may exercise all rights available to us under the law.
3. You, upon tender of the shipment to us, and the person to whom the goods are to be delivered if different than you (the "Recipient"), upon acceptance of delivery of the shipment from us, shall be liable, together and individually, to pay all charges due on the account of the shipment pursuant to our tariff. The extension of credit, if any, to either you or the Recipient for unpaid charges shall not relieve the other party of the obligation to pay the charges. **YOU AND THE RECIPIENT ARE LIABLE TO US FOR A SERVICE CHARGE EQUAL TO ONE PERCENT (1%) OF THE UNPAID CHARGES FOR THE SHIPMENT (MINIMUM \$20.00) FOR EACH THIRTY (30) DAY PERIOD THAT THE CHARGES REMAIN UNPAID AND FOR THE FULL AMOUNT INCURRED BY US IN COLLECTING ANY AMOUNT DUE ON YOUR SHIPMENT, INCLUDING COSTS AND ATTORNEY'S FEES.**
4. Subject to the exceptions and limitations set forth below, we shall be liable for physical loss, damage, or delay to your goods from external causes while we are transporting them or they are being held in storage-in-transit. We will not be liable for any such loss, damage, or delay caused by or resulting from (a) you or the Recipient's act of omission; (b) defects in the goods or loss or damage that is unavoidable due to the nature of the goods, including susceptibility to damage because of atmospheric conditions and changes in those conditions, such as humidity or temperature; (c) hostile, warlike, or terrorist activity, government action, strikes, lockouts, or civil disturbances (all as further defined in our tariffs); (d) acts of God; and (e) with respect only to delays, highway obstructions, faulty, inadequate or impassable highways or bridges, lack of ferry capacity, or breakdowns or mechanical defects in vehicles of equipment (from any cause other than our negligence). In particular, we shall not be liable for and you shall indemnify us against loss or damage caused by the inclusion in your shipment of explosives or dangerous articles.
5. In addition, our liability will be limited by the valuation option that is selected by you on the order for service or, if your employer or another party is paying for your move, by that party. Our maximum liability shall be: (a) the lesser of 60 cents per pound times the actual weight of any lost or damaged article or the actual loss damage to the article if the shipment was released to us with liability limited to 60 cents per pound per article; (b) the greater of \$1.25 per pound times the weight of the shipment or the declared lump sum value, in each case subject to a minimum of \$5,000, subject to any selected deductible option and the specific terms of Item 1350 (Full Value Protection) of our tariff; or (c) if no value is declared, \$1.25 per pound times the weight of the shipment, subject to the specific terms of Item 1350 (Full Value Protection) of our tariff. The weight used for

determining the minimum valuation shall be the actual weight, or if the shipment is transported pursuant to the terms of Items 3000 and 3001 (Binding Estimate Program and Assured Price Protection Program) of our tariff, the estimated weight. The terms of our tariff contain more complete explanations on the limits of our liability, give us the option to repair or replace items on which claims are made and set specific limits on certain items, e.g. automobiles.

6. In order to be able to recover any amount from us, you must file a written claim with us for any loss, damage, injury, or delay. We must receive your claim at our headquarters within nine months after delivery of your shipment. If we fail to deliver your entire shipment, we must receive your claim at our headquarters within nine months after a reasonable time for delivery has passed. You must file any lawsuit within two years and one day from the date when we give you written notice that we have disallowed your claim or any part of it. We may not pay your claim if there are charges due on your shipment. If your claim is for an overcharge, you must contest the charges with us within 18 days of receipt of the initial bill for the charge and file a lawsuit within 24 months of delivery of your shipment. When you do not file a claim or lawsuit within the time periods indicated, we will not be liable to you and the claim will not be paid. Our tariff includes information required to be included in a claim.
 7. This contract applies to you and to anyone else claiming any interest in the goods. Unless you specifically advise us otherwise, you authorize any person who releases your shipment to us at origin or accepts it at delivery to act for you and sign any document in connection with your shipment. If no one is authorized to act for you, you may be required to be present in person.
- 80.5 The following provisions are those referred to in Section 4 above that further define hostile, warlike, or terrorist activity, government action, strikes, lockouts, or civil disturbances, which, by reference in the terms and conditions, are specifically incorporated into them:
- a. hostile or warlike activity shall include (1) hostile or warlike action in time of peace or war, including action in hindering, combating, or defending against an actual, impending, or expected attack (A) by any governmental or sovereign power, or by any authority maintaining or using military, naval, or air forces; or (B) by military, naval, or air forces; or (C) by an agent of any such government, power, authority, or forces; (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war; (3) insurrection, rebellion, revolution, civil war, or usurped power;
 - b. terrorist activity shall include any activity that is unlawful under the laws of the United States or any State that involved any of the following: (1) the hijacking or sabotage of any conveyance (including an aircraft, vessel, cab, truck, van, trailer, container, or vehicle) or warehouse or other building; (2) the seizing or detaining, and threatening to kill, injure, or continue to detain, another individual in order to compel a third person (including a governmental organization) to do or abstain from doing any act as an explicit or implicit condition for the release of the individual seized or detained; (3) an assassination; (4) the use of any (A) biological agent, chemical agent, or nuclear weapon or device, or (B) explosive, firearm, or other weapon or dangerous device (other than for mere personal momentary gain), with intent to endanger, directly or indirectly, the safety of one or more individuals or to cause substantial damage to property; (5) a threat, attempt, or conspiracy to do any of the foregoing, and (6) actions in hindering or defending against an actual or expected terrorist activity, provided that, if terrorist activity occurs, the Carrier will not be liable for loss or damage to cargo regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage;
 - c. government action shall include any action taken by government authority (1) in hindering, combating, or defending against any hostile, warlike, or terrorist activity; (2) seizure or

destruction of cargo under quarantine or customs regulations; (3) confiscation of cargo by order of any government or public authority; or (4) risks of contraband or illegal transportation or trade.

- d. strikes, lockouts, and civil disturbances shall include strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any person or persons taking part in any such occurrence or disorder, and shall include any loss or damage when the Carrier after notice to shipper or consignee of a potential risk of loss or damage to the shipment from such causes, is instructed by the shipper to proceed with such transportation and/or delivery, notwithstanding such risk.

80.6 The Carrier shall cause to be included in the Bill of Lading the following minimum information:

- a. The name and address of the motor carrier issuing the receipt or Bill of Lading.
- b. The names and addresses of any other motor carriers, when known, who will participate in the transportation of the shipment.
- c. The name, address, and telephone number of the office of the carrier that should be contacted in relation to the transportation of the shipment.
- d. When the transportation is to be performed on a collect on delivery basis, the name and address and if furnished, the telephone number, facsimile number, or e-mail address of a person to whom notification shall be given.
- e. When the transportation is to be performed for an individual shipper, and except when the transportation is to be performed subject to tariff provisions providing for guaranteed service dates, the agreed date or period of time for pick up of the shipment and the agreed date or period of time for delivery of the shipment. The agreed dates or periods of time for pick up and delivery entered on the receipt or Bill of Lading
- f. When the transportation is to be performed subject to tariff provisions providing for guaranteed pick up, transportation and delivery service, the dates for pick up and delivery and any penalty or per diem entitlements due the shipper under the agreement.
- g. The actual date of pick up.
- h. The company or carrier identification number of the vehicle on which the shipment is loaded.
- i. The terms and conditions for payment of the total charges including notice of any minimum charges.
- j. When the transportation is to be performed on a collect on delivery basis, the maximum amount required to be paid at the time of delivery to obtain delivery of the shipment. The maximum amount may include charges for additional services agreed to by the shipper in the estimate of charges.

100 - Bulky Articles

100.1 When a shipment includes an all-terrain vehicle (ATV), automobile, boat, motorcycle, satellite discs, trailer or camper, refer to Section 1, Item 1080 of this tariff for application of rates.

120 - Carrier Procedure

120.1 Make a complete and legible “Descriptive Inventory” of each loading.

120.2 Execute a “Bill of Lading authorized for use in Nebraska.

120.3 Weigh each shipment and retain scale ticket complete with date, truck or trailer number, and shipper’s name/or bill of lading as part of each record file. A scale ticket will not be required when shipment is moving under the Binding Estimate Program and Assured Price Protection Program (Items 3000 and 3001).

140 – Carrier’s Liability on Articles of Extraordinary Value or Perishables

140.1 The carrier will not assume any liability whatsoever for: documents, currency, money, jewelry, watches, precious stones, or articles of extraordinary value including account, bills, deeds, evidence of debt, securities, notes, postage stamps, stamp collections, revenue stamps, letters, articles of peculiarly inherent value, precious metals, or articles manufactured there from which are not specifically listed on the bill of lading.

140.2 When perishable articles are included in a shipment with or without knowledge of the carrier, responsibility for condition or flavor will not be assumed by the carrier.

160 – Claims for Loss, Damage, or Delay

160.1 **Claims Required.** A claim for loss, damage, injury, or delay will not be voluntarily paid by the carrier unless filed in writing as provided in Items 160.2 with the carrier within the specified time limits provided in Item 106.11 and otherwise complying with applicable tariff provisions.

160.2 **Minimum Filing Requirements.** A communication in writing from a claimant filed with the Carrier within the time limits specified in Item 160.11 or the Bill of Lading or contract of carriage of transportation, and (i) containing facts sufficient to identify the shipment (or shipments) of property involved, (ii) asserting liability for alleged loss, damage, injury, or delay, and (iii) making claim for the payment of a specified or determinable amount of money, will be considered as sufficient compliance with the provisions for filing claims embraced in the Bill of Lading or other contract of carriage. For each article claimed, the claim shall include the nature and extent of the damage or an indication that the article is missing, the basis for the amount claimed (i.e. date article purchased, original cost, actual cash value at time of loss or damage), and the specific amount claimed for each article, including, the case of damage, a repair estimate.

160.3 **Documents not constituting claims.** Bad order reports, appraisal reports of damage, notations of shortage or damage, or both, on freight bills, delivery receipts or other documents, or inspection reports issued by carrier or its inspection agencies, whether the extent of loss or damage is indicated in dollars and cents or otherwise will, standing alone, not be considered by carrier as sufficient to comply with the minimum claim filing requirements in Item 160.2.

160.4 **Claims filed for uncertain amounts.** Whenever a claim is presented against carrier for an uncertain amount, such as \$100 more or less, carrier will determine the condition of the shipment involved at the time of delivery by it, if it was delivered, and will ascertain as nearly as possible the extent, if any, of the loss or damage for which it may be responsible. Carrier will not however, voluntarily pay a claim under such circumstances unless and until a formal claim in writing for a specified or determinable amount of money has been filed in accordance with the provisions of Items 160.2.

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160.5 **Other claims.** If investigation of a claim develops that one or more other carriers has been

presented with a similar claim on the same shipment, the carrier investigating such claim will communicate with each such other carrier and, prior to any agreement entered into between or among them as to the proper disposition of such claim or claims, will notify all claimants of the receipt of conflicting or overlapping claims and will require further substantiation, on the part of each claimant of his title to the property involved or his right with respect to such claim.

160.6 Concealed damage or shortage. Carrier must be promptly notified after discovery of concealed damage or shortage and given a reasonable opportunity to inspect the shipment and packing. Carrier will promptly and thoroughly investigate the claim and will establish a corresponding claim file.

160.7 Supporting documents. When a necessary part of an investigation, each claim must be supported by the original Bill of Lading (if not previously surrendered to the carrier) and either the original paid bill or a photographic copy of it, for transportation service.

160.8 Verification of loss. When an asserted claim for loss of an entire article or an entire shipment cannot be otherwise authenticated upon investigation, the carrier will obtain from the consignee of the shipment involved a certified statement in writing that the property for which the claim is filed has not been received from any other source, however, even if such statement is provided, carrier may still deny such claim based on other factors.

160.9 Satisfaction of claims. Carrier may satisfy a claim by repairing or replacing the property lost or damaged with materials of like kinds, quality, and condition at time of acceptance by the carrier.

160.10 Construction weight of packed shipping containers. When the liability of the carrier is to be measured by the weight of the article lost or damaged and such article is packed in a shipping container, in the absence of specific evidence to the contrary, such interior-shipping container will be deemed to have the following weight:

Container	Weight per Container (in pounds)
DRUM, DISH-PACK	60
Cartons	
Less than 3 cubic feet	25
3 to less than 4.5 cubic ft.	30
4.5 to less than 6 cubic ft.	35
6 to less than 6.5 cubic ft.	45
6.5 cubic ft. and over	50
Wardrobe Carton	60
Mattress or Box Spring Carton (not exceeding 39" x 80")	55
Mattress or Box Spring Carton (not exceeding 54" x 75")	60
Mattress or Box Spring Carton (exceeding 54" x 75")	80
Crib Mattress Carton	22
Mirror Carton	60

Cartons containing books or phonograph records will be deemed to weigh 50 pounds. Cartons

containing lampshades will be deemed to weigh 10 pounds. Items not identified on the inventory as to contents will be settled for the heaviest weight on the schedule for that size container.

160.11 Time limit for filing claims. As a condition precedent to recovery, a claim for any loss, damage, injury, or delay must be filed in writing with carrier within nine months after delivery to consignee as shown on Bill of Lading, or in case of failure to make delivery of the entire shipment, then within nine months after a reasonable time for delivery has elapsed; and suit must be instituted against carrier within two years and one day from the date when notice in writing is given by carrier to the claimant that carrier has disallowed the claim or any part or parts of it specified in the notice. Where a claim is not filed or suit is not instituted in accordance with the foregoing provision, the carrier will not be liable and such claims will not be paid. "Filing" is defined as receipt of the claim by the Carrier at its headquarters.

160.12 Acknowledgement and settlement by Carrier. Carrier will acknowledge receipt of each claim in writing to the claimant within 30 calendar days after its receipt by the carrier. At the time such claim is received, the carrier will cause the date of receipt to be recorded in its records. Carrier will pay, decline, or make a firm compromise settlement offer in writing to the claimant within 120 days after receipt of the claim by the carrier or its agent: Provided that, if the claim cannot be processed and disposed of within 120 days after the receipt of it, carrier will at that time and at the expiration of each succeeding 60-day period while the claim remains pending advise the claimant in writing of the status and the reason for the delay in making final disposition of the claim.

160.13 Salvage. Whenever property transported by carrier is damaged or alleged to be damaged and is, as a consequence, not delivered or is rejected or refused upon tender to the owner, consignee, or person entitled to receive such property, carrier, after giving due notice whenever practicable to do so to the owner and other parties that may have an interest in it, and unless advised to the contrary after giving such notice, will undertake to sell or dispose of such property directly or by the employment of a competent salvage agent. Carrier will only dispose of the property in a manner that will fairly and equally protect the best interests of all persons having an interest in it. Carrier will make an itemized record sufficient to identify the property involved so as to be able to correlate it to the shipment or transportation involved, and any claim correspondence. Carrier also will assign to each lot of such property a successive lot number and note that lot number on its record of shipment and any such claim, if filed. Upon receipt of a claim on a shipment on which salvage has been processed in the manner described, carrier will record in its claim file the lot number assigned, the amount of money recovered, if any, from the disposition of such property, and the date of transmittal of such money to the person or persons lawfully entitled to receive the same. Whenever disposition of salvage material or goods shall be made directly to an agent or employee of a carrier or through a salvage agent or company in which carrier or one or more of its directors, officers, or managers has any interest, financial or otherwise, the carrier's salvage records shall fully reflect the particulars of each such transaction of relationship, or both as the case may be.

160.14 Depreciation Factor. When settling a claim for loss or damage, on other than a shipment transported under Full Value Protection or a released liability of 60 cents per pound per article, carrier shall use the replacement cost of the lost or damaged item as a base to apply a depreciation factor to arrive at the current actual value of the lost or damaged item; provided that where an item cannot be replaced or no suitable replacement is obtainable, the proper measure of damages shall be the original cost, augmented by a factor derived from a consumer price index, and adjusted downward to reflect depreciation over average useful life.

200 - Computing Charges

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

220 - Consecutive Numbers

220.1 When numbers are connected by the word “to” or a “-“ it means that the numbers are consecutive and include both of the numbers shown.

260 - Declaration of Value – Liability Limitation

260.1 As used in this tariff, the phrases, “released value,” and “value declared by the shipper” shall have the same meaning.

260.2 The carrier’s maximum liability shall be either (1) \$1.25 times the actual weight (in pounds) of the shipment or the declared lump sum value, whichever is greater; or (2) \$0.60 per pound for the actual weight of any lost or damaged article or articles, if the shipment has been expressly released by the shipper to such value per article. Unless the shipper expressly released the shipment to a value not exceeding \$0.60 per pound per article, the carrier’s maximum liability for loss and damage shall be either the lump sum value declared by the shipper or an amount equal to \$1.25 for each pound of weight in the shipment, whichever is greater.

260.3 The released value must be entered on the Bill of Lading in the following form and be completed only by the person signing the Bill of Lading.

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

__ (to be completed by the person signing below)

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

(Shipper) (Date)

260.4 If the shipper fails to make the entry required in Item 260.3 above, the shipment will be deemed released to an amount equal to \$1.25 times the actual weight of the shipment (in pounds). 260.5 The released value and the carrier’s maximum liability (whether or not loss or damage occurred from carrier negligence) as determined under this rule shall apply to any claims resulting from the performance or failure to perform by carrier of any services, including accessorial services, which carrier has contracted to perform.

260.6 Shippers who tender shipments which are released to a value greater than sixty cents (\$0.60) per pound per article that include an article or articles that exceed one hundred dollars (\$100.00) per pound per article in value must, when properly notified of this requirement by the shipper, specifically notify the carrier in writing that an identified article or articles with a value greater than one hundred dollars (\$100.00) per pound are included in the shipment by execution of the following provision contained in the carrier’s Bill of Lading, or in substitution thereof, the Order for Service:

\$100.00 per Pound per Article” that is included in my shipment and that I have given a copy of this Inventory to the carrier’s representative. I also acknowledge that the carrier’s liability for loss of, or damage to, any article in excess of \$100.00 per pound for each pound of such lost or damaged article (based on actual article weight), not to exceed the declared value of the entire shipment, unless I have specifically identified such articles for which a claim for loss or damage is made on the attached Inventory.

(signed) Shipper (Date)

270 - Definition of Local Move

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

280 - Definition of Shipment

280.1 The term “shipment” means property tendered by one (1) shipper, and accepted by the carrier, at one (1) place or origin (except as otherwise provided in Item 720) and at one (1) time, for one (1) destination (except as otherwise provided in Item 720), and covered by one (1) Bill of Lading. The name of only one (1) shipper and one (1) consignee shall appear on one (1) Bill of Lading, the Bill of Lading may also specify the name of a party (or more than one (1) party when Item 720 is applicable) to notify of the arrival of the shipment at destination(s).

300 - Description of a Complete Article

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

320 - Determination of Constructive, Loaded, and Tare Weights

320.1 Tare Weight

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 weight master or at a certified scale, and when so weighed, the fuel 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

320.2 Loaded Weight a. After the vehicle has been loaded, it shall be weighed, without the crew thereon, at point of origin of the shipment, and the net weight of the shipment shall be obtained by deducting the tare weight from the loaded weight.

b. Where no adequate scale is available at point of origin, the loaded weight shall be obtained at the nearest certified scale in the direction of the movement of the shipment, or in the direction of the next pick up or delivery in the case of part loads.

320.3 Constructive Weight

a. If no adequate scale is available at origin, at any point en route, or at destination, a constructive weight, based on seven (7) pounds per cubic foot of properly loaded van space may be used.

b. Such a construction weight also may be used for a part load where the circumstances are such that its scale weight could not be obtained at origin, en route, or at destination without first unloading it or other part loads being carried in the same vehicle.

320.4 Part Loads

a. In the transportation of part loads, this rule shall apply in all respects, except that the gross

weight of a vehicle containing one (1) or more part loads may be used as the tare weight of such vehicle as to part loads subsequently loaded thereon.

- b. A part load for any one (1) shipper not exceeding 1,000 pounds may be weighed on a certified scale prior to being loaded on the vehicle.

320.5 Weight Ticket (See NOTE)

Whenever weights are required to be obtained pursuant to this rule, the carrier shall cause to be executed a weight ticket, and such weight ticket shall be maintained by the carrier as part of its record of shipment.

NOTE: For re-weighing charges, see Section 1, Item 1280.

340 - Disassembling and Reassembling

340.1 The transportation charges in this tariff do not include any special services or labor required to:

- a. Remove any article(s) embedded in the ground OR secured to a building (i.e. floor, ceiling, roof, or wall), or
- b. Disassemble or reassemble any article(s), including, but not limited to, steel utility cabinets, swing sets, sky rides, jungle gyms, German shrunks, water beds, steel shelving, pool tables, elongated work tables, counters, particle-board furniture, or other articles of an unusual nature, in order to ensure their safe transportation.

At the request of the shipper, or his agent, carrier will provide such special services at the rates in this item, subject to the carrier's ability to furnish qualified personnel. The shipper, in such case, will be required to furnish, at the time of reassembling, any new hardware, nuts, bolts, etc., necessary to perform this service.

360 - Disposition of Fractions

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

In the event nickel rounding is specified, fractions of a nickel will be disposed of as follows: a. \$0.025 or more will be increased to the next highest nickel (\$0.05)

- b. \$0.0249 or less will be dropped.

380 - Diversion of Shipments

380.1 Diversions. Upon instructions from the consignee or owner, the shipment will be diverted subject to the following terms and conditions. Carrier may require that all such instructions be in writing.

380.2 The term "diversion" means, either:

- a. A change (after loading of the vehicle) in the destination of the shipment outside of the 25 mile area of the original destination, or
- b. A change in the route at the request of the consignor, consignee, or owner.

380.3 When the carrier receives an order for diversion, diligent effort will be made to locate the shipment and effect the change desired, but the carrier is not responsible for failure to effect the change ordered, unless such failure is due to error or negligence on the part of the carrier.

380.4 The transportation charges on shipments diverted to a new destination, while the vehicle is en route or upon arriving at the original destination, will be determined based on the total transportation charge from the shipment origin to the point where the shipment was diverted, plus the transportation

charge from the point where the shipment was diverted to the final destination.

380.5 On shipments diverted to a warehouse for storage-in-transit at a location other than the original destination, the warehouse will be considered the destination point, and transportation charges to the warehouse will be assessed under the provisions of Item 380.4. Charges for storage and further transportation will apply based on the rates and charges named in this tariff.

380.6 If instructions are received to divert a shipment that is in storage-in-transit, the charges on the shipment will be determined as provided in Item 380.4. For rating purposes, the location of the storage facility will be considered the diversion point.

400 - Fuel and Transportation Cost Price Adjustment (Fuel Surcharge)

A Fuel and Transportation Related Cost Price Adjustment (Fuel Surcharge) will apply on transportation charges as provided in this item. See section 1390 Fuel Surcharge calculation.

440 - Full Value Protection

440.1 When full value protection is ordered in writing by the customer, the carrier will guarantee either (a) replacement of articles lost or damaged while in carrier's custody, reimbursement for full replacement cost as determined by market value, or (b) repairs, or the cost of repairs to any damaged item or items to the extent necessary to restore the item to the same condition as when received by the carrier from the shipper. Actual replacement articles, if any, shall consist of like kinds and quality without deduction for depreciation or wear and tear.

440.2 Carrier's maximum liability shall not exceed the released or declared value on the shipment or the full cost of repair to the damaged property, whichever is less. The carrier shall have the option to repair or replace damaged articles.

440.3 All items which are replaced or for which the full current market value has been paid become the property of the carrier.

440.4 Provisions of this item are contractual limits of liability and are not to be construed as "insurance."

440.5 Full value protection will be subject to the shipment being declared or released at a minimum lump sum value of \$5,000.00 or \$4.00 times the net weight of the shipment in pounds, whichever is greater. The stated valuation must be in the increments shown in section 1, "Additional Services and Charges." If the shipper declares or releases the shipment to a valuation that falls between the Valuation Amounts shown, the next higher valuation amount and the applicable charge associated therewith shall apply.

440.6 The weight used for determining the minimum valuation will be the actual net weight of the shipment.

440.7 Carrier's maximum liability and the charges for Full Value Protection are as provided in Section 1, "Additional Services and Charges."

440.8 Shippers who tender shipments that include an article or articles that exceed one hundred dollars (\$100.00) per pound per article in value must specifically notify the carrier in writing that an

identified article with a value greater than one hundred dollars (\$100.00) per pound is included in the shipment provided that the shipper has been given proper notice of this requirement by the carrier. Such notification shall be by execution of the following provision contained in the carrier's Bill of Lading, or in substitution thereof, the Order for Service:

Extraordinary (Unusual) Value Article Declaration

I acknowledge that I have prepared and retained a copy of the "Inventory of Items Valued in Excess of \$100.00 per Pound per Article" that are included in my shipment and that I have given a copy of this Inventory to the Carrier's representative. I also acknowledge that the carrier's liability for loss of, or damage to, any article valued in excess of one hundred dollars per pound will be limited to one hundred dollars per pound for each pound of such lost or damaged article (based on actual weight), not exceeding the declared value of the entire shipment, unless I have specifically identified such articles for which a claim for loss or damage is made on the attached inventory.

(signed) Shipper (Date)

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

A shipper's failure to notify the carrier that an article or articles having a value that exceeds one hundred dollars (\$100.00) per pound will be included in the shipment will restrict the carrier's maximum liability to one hundred dollars (\$100.00) per pound for each pound of any lost or damaged article (based on actual article weight), not to exceed the declared value of the entire shipment, provided that the carrier has given the shipper adequate notice of the requirements of such notification.

460 - Hoisting, Lowering, or Rigging

460.1 When it is necessary to use hoisting, lowering, or rigging services in order to accomplish pick up or delivery of a shipment, carrier will perform such services at the rates provided in Section 1, Item 1180, Labor Charges, subject to carrier's ability to furnish equipment and experienced personnel.

460.2 If requested by shipper, consignee, or owner, carrier will, as agent for shipper, consignee, or owner, undertake to secure such services from a third party, if available, but in such instances, carrier assumes no responsibility for the activities or conduct of such third party, amount or payment of its charge, or quality or quantity of service furnished, nor will carrier be liable for loss or damage to shipment while in the custody of such third party.

460.3 If carrier is unable to furnish the equipment and experienced personnel, the shipper, consignee, or owner of the goods must arrange for such service.

480 - Hourly Rates

480.1 Charges based on time shall be computed by multiplying the hourly rate by the time involved,

subject to a 1-hour minimum.

480.2 Unless otherwise provided, fractions of an hour (after the 1-hour minimum) will be disposed of as follows:

- a. Where the time involved is less than 15 minutes, the charge shall be for $\frac{1}{4}$ of an hour.
- b. When in excess of 15 minutes but not more than 30 minutes, charge for $\frac{1}{2}$ hour.
- c. When in excess of 30 minutes but not more than 45 minutes, charge for $\frac{3}{4}$ of an hour.
- d. When in excess of 45 minutes, charge for 1 hour.

500 - Impractical Operation

500.1 Nothing in this tariff shall require the carrier to perform any service at any point or location where, through no fault or neglect of the carrier, the furnishing of such services is impracticable because:

- a. The conditions of roads, streets, driveways, alleys or approaches thereto would subject operations to unreasonable risk of loss or damage to life or property;
- b. Loading or unloading facilities are inadequate;
- c. Any force majeure, war, insurrection, riot, civil disturbance, strike, picketing or other labor disturbance would (1) subject operations to unreasonable risk of loss or damage to life or property or (2) unreasonable jeopardize the ability of the carrier to render linehaul or pick up or delivery or any other service from, to or at other points or locations;
- d. Carrier's hauling contractors, carrier's employees or carrier's agents are precluded, for reasons beyond carrier's control, from entering premises where to pick up or delivery is to be made;
- e. Local, state or federal restrictions, regulations, or laws prohibit performance of such services by the road-haul vehicle.

500.2 When service is impractical for reasons stated in this item and service can be completed through the employment of services of a third party, see Item 20.

540 - Inspection of Articles

540.1 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.

560 - Insurance

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

570 - Inventory of Items Valued in Excess of \$100.00 per Pound Per Article

570.1 When transportation is performed under the provision of Item 260.6 or Item 440 of this tariff, a high value inventory form shall apply in conjunction with the Bill of Lading, or in substitution thereof, the Order of Service, which form shall contain the following information:

HIGH VALUE INVENTORY FORM

(Carrier Name)

(Carrier address and telephone number)

Shipper: _____ Registration No: _____

All items included in your shipment that are considered to be of extraordinary or unusual value must be specifically identified and the carrier must be advised that they are included in the shipment. Items of extraordinary value are defined as those items having a value greater than one hundred dollars (\$100.00) per pound. Typical household goods that frequently have a value in excess of one hundred dollars ((\$100.00) per pound are: currency, coins, jewelry, precious metals, precious or semi-precious stones or gems, gold, silver, or platinum articles including silverware and service sets, china sets, crystal or figurines, fur or fur garments, antiques, Oriental rugs or tapestries, rare collectible items, objects of art, computer software programs, manuscripts, or other rare documents. Of course, other items may also fall into this category and must be identified as well.

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

Item No. Description of Articles Exceeding \$100.00 per Pound per Article

_____	_____
_____	_____
_____	_____
_____	_____

(more lines if needed)

Owner (shipper) agrees that any claim for loss or damage must be supported by proof of value and understands settlement will be based upon the information furnished on this inventory form and the declaration of value contained on the accompanying Bill of Lading, or in substitution thereof, the Order for Service, the Bill of Lading Terms and Conditions, the tariff in effect at the time of shipment, the household goods descriptive inventory, and all other pertinent information available to the carrier. If you have not listed articles having a value in excess of one hundred dollars (\$100.00) per pound per article on this inventory, your signature below attests to the face that such articles are not included in your shipment. If through in advertence or any other cause, items having a value in excess of one hundred dollars (\$100.00) per pound per article are included in your shipment and you fail to list those items on this inventory or fail to sign this inventory, you expressly agree that the carrier's liability for loss or damage to those items will be limited to no more than one hundred dollars (\$100.00) per pound per article (based on actual article weight). Further, you indicated that you understand that such valuation may be appraised at the item's depreciated value.

Signature of Shipper Date Carrier's Representative Date or Shipper's authorized representative

Shipment Origin (City, State)

580 - Marking or Packing

- 580.1 Articles of fragile or breakable nature must be properly packed.
- 580.2 Packages containing fragile articles or articles consisting wholly or in part of glass, when packed the shipper or his agent, must be marked by plain and distinct letters designating the fragile character of contents.
- 580.3 When articles of furniture, consistently 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.
- 580.4 Where articles are not packed or are improperly packed, crated, or boxed, and by reason thereof the articles not packed or contents of containers are more susceptible to damage, carrier will arrange to have such articles properly packed at charges shown in this tariff.
- 580.5 When carrier or its agent believes it necessary that the contents of packages be inspected, such inspection shall be made or other sufficient evidence provided to determine the actual character of the property.
- 580.6 Packing rates apply on a per carton or container basis, and include the cartons and containers furnished and the packing of such cartons and containers furnished by the carrier when the shipper elects to pack a portion but not an entire shipment. All cartons and containers remain the property of the consignee. If the consignee or his agent requests unpacking (which includes disposal of such cartons, if requested), separate rates apply for unpacking in addition to the rates for packing. If the carrier is requested to perform unpacking on a date after the date of delivery, a minimum charge will apply.
- 580.8 In the event two or more cartons or containers must be joined because of the size, shape, or character of the item or items to be packed, each such container or carton that is so joined will be counted as one carton for rating purposes. For example, if three corrugated containers were joined to pack an oversize painting, the number of containers used for rating purposes would be three.
- 580.7 When cartons of more than 3 cubic foot capacity are used and no rate is shown for the carton size, the rate shall be based on the next lower size carton indicated. In applying rates for mattress cartons, if the size furnished exceeds any one of the dimensions for which rates are shown, the rates for the next larger size will apply.
- 580.10 When the carrier, to ensure safe transportation, is required to repack cartons or containers that have been packed by the shipper, Item 1180, Labor Charges, rates will apply for the time spent unpacking such shipper-packed cartons and the packing rates in this item will apply for packing such cartons.

600 - Method of Canceling Original and Revised Pages, Except the Title Page

- 600.1 When this tariff is amended by revised pages, the cancellation of prior pages, except the Title Page, 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 reason. Revisions of each page will be filed in numerical sequence. Except where a specific cancellation is shown on a new revised page, a revised page cancels any and all uncanceled revised or original pages, or uncanceled portions thereof, which bear the same page number.

For example: "1st Revised Page 15" will have the effect of canceling "Original Page 15," "8th Revised Page 20" will have effect of canceling "7th Revised Page 20," "4th Revised Page 4-A" will have the effect of canceling "3rd Revised Page 4-A" and also "2nd Revised Page 4-A" if the cancellation of the 3rd takes place on or before its effective date.

620 - Mileage and Intermediate Applications

620.1 Where rates are based on mileage, the distance or mileage shall be shown in *Rand McNally's Mileage Guide*.

620.2 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. Where specific mileage is not referenced, mileage shall be determined from the *Online mapping GPS, Google, mapquest etc*

640 - Minimum Weight Charge

640.1 Except as may be otherwise specifically provided for in this tariff, or as amended, a shipment weighing less than 2,000 pounds shall be accepted only at a weight of 2,000 pounds. Applicable rates and charges based on weight shall be subject to 2,000 pounds minimum.

640.2 All changes subject to weighing provisions as provided in Item 320.

660 - Movement of Empty Vehicles

660.1 A shipper having one (1) or more shipments and desiring to continue movement of all such shipments may request the empty movement of equipment from destination to point of origin of next shipment for further loading subjects to the availability of equipment and at the rates provided for in Section 1, Item 1140.

660.2 The empty movement of equipment shall be ordered in writing at the time of shipment is accepted for transportation.

660.3 Empty mileage operated from destination to next origin shall be that provided in Section 2.

680 - Payment of Charges

680.1 The carrier shall not deliver or relinquish possession of any property transported by it until all tariff rates and charges thereon have been paid in cash, money order, or certified check, except where other satisfactory arrangements have been made between the carrier and the consignor or consignee. Where credit arrangements have been made, the charges are due and payable 30 days after the billing date. A late charge of one and a half (1.5) percent on the unpaid balance may be charged after the 30th day

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

680.3 Subject to the foregoing paragraphs, provisions for payment of charges on storage in transit are as contained in Item 840.

720 - Pick Up and Delivery

720.1 Extra Pick Up or Delivery

- a. Subject to Item 280, portions of a shipment may be picked up at more than one (1) place and delivered to more than one (1) place.
- b. Charges will be for total weight of entire shipment for total distance via points of pick up or delivery or both from first point of pick up to final point of delivery, plus additional service charges applicable to each portion of the shipment at the rates provided in Section I.
- c. The total charge for picked up or delivered portions shall not, in any case, exceed the total charges as would apply if computed to each portion as a separate shipment.

720.2 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 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 obstruction, narrow gates, sharp turns, trees, shrubbery, the deterioration of roadway due to rain, flood, snow, or nature of an article or articles included in the shipment, the carrier 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 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 to accomplish, 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 I and shall be in addition to all other transportation or accessorial charges.
- 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 reasonable 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 it to the warehouse. Any subsequent movement from warehouse shall constitute a new shipment.

720.3 Warehouse Pick Up or Delivery

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

740 - Preparation for Packing to be Accomplished by Shipper or Carrier

740.1 Unless otherwise provided, articles tendered for transportation must be in such a condition and so prepared for shipment as to render the transportation thereof reasonably safe and practicable.

Articles requiring packing, crating, wrapping, or servicing as provided for in this rule, may be prepared for shipment by the shipper or his agent, or the carrier will perform the service at the request of and for the account of the shipper, as provided herein.

740.2 **Protection by Carrier.** Unless otherwise provided, articles having surfaces liable to damage by scratching, marring, or chafing, but of sufficient strength to allow other articles to be packed against or on top of same in a manner which will make transportation of the entire shipment reasonably safe and practicable if protected by sufficient wrapping, will be wrapped at time of loading in furniture pads, covers, burlaps, or wrappers which are part of carrier's regular equipment. The cost of this service is included in transportation rates as provided herein.

740.3 **Musical Instruments.** Musical instruments such as harps, guitars, banjos, mandolins, violins, cellos, trombones, drums, or similar instruments which require, for the safe transportation thereof, more protection than afforded by the carrier's regular equipment as provided for in Item 740.2 above, must be packed in the instrument's own case or other adequate container.

740.4 **Machinery and Equipment.** Equipment or machinery such as X-ray, photographing, lithographing, printing equipment, adding machines, accounting, card punching, sorting or tabulation machines, addressing, imprinting or mailing machines, air filtering machines, bookkeeping machines, typewriter and computing machines, and other similar equipment or machinery, must be fully protected by boxing, crating, or wrapping, except when such articles can be transported in a safe and practicable manner by wrapping with carrier's regular equipment as described in Item 740.2 above, such protection will be furnished as part of the carrier's regular service.

740.5 **Containers Required.** Bedding, books, carpets, rugs, china, glassware, pottery, silverware, clothing, curtains, draperies, kitchen utensils, lamp shades, table lamps, small articles such as tools, athletic and game equipment, and household articles such as clothes lines, poles, umbrellas, canes, irons, ornaments, and other small articles of less than 1 cubic foot displacement must be packed and tendered to the carrier in barrels, boxes, cartons, wrapped bundles or wrapped rolls, except that trunks, tubs, pails, baskets, or other containers or articles of furniture of the shipper may be substituted when of sufficient strength, so that use of such containers will render transportation of contents reasonable safe.

740.6 **Fragile Articles.** Fragile articles such as show cases, wall cases, canoes, works of art, scenery, lighting fixtures, linoleums, statuary, marble slabs, mirrors, glass tops, pictures, paintings, models, antiques, and other similar articles which are easily broken or damaged or articles upholstered or covered with material or fabric of a delicate nature of color, or other articles with delicate finishes which are easily soiled, torn, damaged, must be fully protected by boxing, crating, or wrapping.

740.7 **Mechanical Equipment.** Equipment and articles such as washing machines, refrigerators, ironers, sewing machines, vacuum cleaners, heaters, ranges, radios, clocks, victrolas, and other similar articles, the surfaces of which can usually be protected by carrier's regular equipment as provided for in Item 740.2 above, must have all motors, mechanical parts, and ornaments securely fastened, bolted, or tied in a manner to prevent loss, damage, or impairment of functions.

740.8 **Secureness of Containers.** Unless otherwise provided, articles for which containers are specified must be securely enclosed by the containers so that no ends or other parts protrude and in a manner that will prevent loss of articles from such containers, and any articles that are easily broken or having surface liable to damage by chafing must be protected within the authorized shipping containers by or with liners, partitions, wrappers, excelsior, straw, or other packing materials which will afford adequate protection against breaking or damage.

740.9 **Carrier Not Obligated to Accept.** Tender for shipment of an article not protected by packing, crating, wrapping, or servicing, does not obligate the carrier to accept an article so offered for transportation when such protection is reasonably necessary for the safe transportation of the article.

760 - Reissued Items or Pages

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

780 - Servicing of Special Articles

780.1 The transportation rates in this tariff do not include servicing or re-servicing of 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 as provided in Item 780.2 and Item 780.3 below.

780.2 Upon request of shipper, owner, or consignee of the goods, carrier will, subject to Item 780.3 below, service and re-service such articles and appliances at origin or destination at the rates provided in Section 1, Item 1300. Such servicing and re-servicing does not include removal or installation of articles secured to the premises; or plumbing, electrical, or carpentry services necessary to disconnect, remove, connect, and install such articles and appliances.

780.3 If carrier does not possess the qualified personnel to properly service and re-service 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 re-servicing. When third persons are engaged by the carrier to perform any service, the carrier will not assume responsibility for the activities or conduct, amount of their charges, nor for the quality of service furnished.

780.4 All charges of the third persons must be paid by the shipper and are in addition to all other charges in this tariff. Such charges will be advanced by the carrier and billed as an advanced charge as provided in Item 20 herein.

820 - Special Service

(See NOTE)

820.1 Complete Occupancy of Vehicle

- a. 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 thereof 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.
- b. Minimum weight shall be based on 7 pounds per cubic foot of total vehicle space or a 13,000-pound minimum, whichever is less. (See Item 820.2 below.)
- c. Bill of Lading and freight bill to be marked or stamped:
“Complete occupancy of a vehicle requested.
Shipment moving at a weight of _____ pounds.
Actual weight _____pounds.”

820.2 Display of Van Volume

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 Item 820.1 and Item 820.2.

820.3 Exclusive Use a Vehicle

- a. Subject to the availability of equipment, a shipper may order exclusive use of a vehicle of specific cubic capacity, for transportation of a shipment.
- b. Transportation charges shall be based on actual weight subject to minimum charges as follows:
 1. If the capacity of vehicle ordered is 1,000 cubic feet or less, the minimum charge shall be based on 7,000 pounds.
 2. If the capacity of vehicle ordered is in excess of 1,000 cubic feet, the minimum charge shall be based on 7 pounds per cubic foot of total vehicle space ordered.
- c. If at time of loading such equipment, carrier does not have available a vehicle of capacity ordered, carrier may substitute a vehicle or vehicles of an equivalent or greater capacity and transportation charges and minimum therefore shall be the same as would apply had carrier furnished a vehicle of the capacity ordered. (See Item 820.2 above.)

Bill of Lading and freight bill to be marked or stamped:

“Exclusive use of a vehicle of _____ cubic foot capacity ordered by shipper.
Shipment moving at a weight of _____ pounds.
Actual weight _____ pounds.”

820.4 Expedited Service

- a. Expedited service as used herein means tendering delivery of a shipment of less than:
 1. Two thousand (2,000) pounds for same day or next day delivery up to 75 miles from point of origin.
 2. Five thousand (5,000) pounds for delivery guaranteed within two (2) days from date of pick up when delivery is 76 miles to 300 miles from point of origin.

3. Eight thousand (8,000) pounds for delivery guaranteed within five (5) days from date of pick up when delivery is 301 miles or more from point of origin.
- b. Subject to the availability of equipment, shippers may obtain service on shipment of less than 2,000, 5,000, or 8,000 pounds and transportation charges shall be computed on the basis of 2,000, 5,000, or 8,000 pounds and at tariff rates applicable to 2,000, 5,000, or 8,000 pounds. The carrier shall not be required to provide exclusive use of a vehicle under this paragraph. For exclusive use of vehicle, refer to Item 820.3 above.
- Bill of lading and freight bill to be marked or stamped:
- “Expedited service ordered by shipper.
Shipment moving at weight of _____ pounds.
Actual weight _____ pounds.
Date and hour of loading _____. 2____, ____:____.m.
Delivery (tender) on or before _____. 2____, ____:____.m.”
- c. Except in case of the 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 case the applicable rules and provisions of the tariff shall govern the charges for the shipment.

NOTE: All shipments subject to weighing provisions as provided for in Item 320.

840 - Storage-In-Transit (See NOTE)

- 840.1 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 transportations, and will be affected only at specific request of the shipper. For the purpose of this rule, carrier may designate any warehouse to serve as its agent.
- 840.2 Subject to Item 680, payment for accumulated transportation and other lawful charges at option of carrier may be required from consignor or consignee at time storage-in-transit shipment is delivered to the storage warehouse.
- 840.3 Except as otherwise provided in Item 840.4 below, shipments moving under this rule may be placed in storage-in-transit one or more times for an aggregate period not to exceed 60 days. When not removed from storage-in-transit at the expiration of the time limit specified herein, liability as carrier shall terminate at midnight on the 60th day. 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. When a shipment remains in storage after the expiration of 60 days, all accumulated carrier charges must be paid as follows:
- a. Transportation charges for pick up or delivery as provided in Item 840.6 below.
- b. Storage charges for 60 days as provided by this tariff.
- c. Additional services, advances, or other lawful charges, if any.
- 840.4 When a shipper has given notice for final delivery of the shipment on a date 15 days prior to the expiration of the 30-day period and the carrier, by no fault of the shipper, fails to provide transportation within the 30-day period, storage charges shall not apply beyond the 30-day period. When the shipper has given notice for final delivery of the shipment on a date 15 days prior to the expiration of the 60-day period and the carrier by no fault of the shipper, fails to provide transportation within that 60-day period, storage charges shall not apply beyond the 60-day period. 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.

840.5 The transportation charges to apply on shipments stored in transit under this rule and forwarded from warehouse will be (1) the applicable tariff rate from initial point of pick up to warehouse, and (2) the applicable tariff rate from warehouse location, which, for rate applicable purpose, will be considered a new point of origin to destination point, VIZ.:

- a. 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 for distances (a) of 30 miles or less will be as shown in Section 5, Rate Table 2, (b) for distances in excess of 30 miles, the distance rates in Section 5, Rate Table 1.
- b. When point of pick up or delivery and warehouse are not located within the corporate limits of the same municipality, the pick up or delivery transportation rate will be in Section 5, Rate Table 1 with distance as provided by the effective mileage guide (where warehouse is located within a municipality for which a key point is shown on vicinity map, mileage shall be computed to such given point irrespective of location of warehouse within municipality).

840.6 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 shipment is changed, such change must be recorded on the Bill of Lading. When the shipment is terminated at the warehouse before expiration of time limit specified in Item 840.3 above, the transportation and other lawful charges shall apply in identical manner as provided in Item 840.3

840.7 When storage-in-transit shipment has been placed in a carrier's or agent's warehouse, both the carrier and the warehouse must have in their possession records showing the following:

- a. An itemized list of the shipment with Bill of Lading number noted therein.
- b. Point of origin and destination.
- c. Condition of each article when received at and forwarded from the warehouse.
- d. The dates when all charges, advances, or payments were made or received.
- e. Dates shipment was delivered into and forwarded from the warehouse.

840.8 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 Item 680. When the selection of the items to be withdrawn requires un-stacking and/or restacking of the shipment, charges for such handling shall be assessed on the 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 select, 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 shall be considered the destination of the shipment. If the shipper elects to have the remaining portion in storage-in-transit, the following shall be applicable.

- a. Storage charges, if any, for the balance of the storage-in-transit period, shall be assessed on the same basis as would apply to that reminder as an individual shipment.
- b. Charges for transportation furnished, if any, for delivery of the remainder of the shipment shall be assessed on the same basis as would apply to that portion as an individual shipment.

840.9 During the storage-in-transit period, shipper may add property to that already in storage-in-transit. Charges for such property added shall be as follows:

- a. Transportation charges to apply on the addition to the storage-in-transit shipment from initial point of pick up to warehouse will be as provided in Item 840.5 above.
- b. Warehouse handling charge as provided in Item 1320 will apply on the addition, subject to warehouse will be as provided in Item 840.5 above.
- c. All subsequent charges, including storage-in-transit will be based on the total weight of the combined shipment.

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

SECTION 1: Additional Services and Charges

Services and Charges

The rates and charges as shown in this section are not included in the linehaul rates as shown in Section 5 and, when applicable, are to be added to the linehaul rates in Section 5 to obtain the charge. The rates and charges in this section are for additional services over and above the loading, transporting, and unloading.

1000 - Additional Transportation Charge

	Rates in Dollars and Cents
ADDITIONAL TRANSPORTATION CHARGE. Rates herein apply on all shipments.	\$1.20

1060 - Auxiliary Service Charges

Rates named herein apply on: **AUXILIARY SERVICE CHARGES**, necessary for pick up or delivery except as provided in Item 1360, Waiting Time Charge. (Applies only in connection with Item 720, Pick Up and Delivery, for auxiliary pick up or delivery services requested by shipper.) (See NOTE)

Per additional vehicle (if used)

RATES AUXILLARY SERVICE ARE IN DOLLARS AND CENTS PER 100 POUNDS		
Shipment Weight (in pounds)		Rate
1,000-1,999		\$12.00/cwt
2,000-3,999		\$10.00/cwt
4,000-7,999		\$9.00/cwt
8,000-11,999		\$8.00/cwt
12,000-15,999		\$7.00/cwt
16,000lbs and greater		\$6.00/cwt

1080 - Bulky Article, Loading, and Unloading Charges

	Per Article
<p>Rates named herein apply on: BULKY ARTICLE, LOADING, AND UNLOADING CHARGES. When a shipment includes an all-terrain vehicle, automobile, boat, motorcycle, satellite disc, or trailer, an 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 for carrier's convenience). Loading and unloading service includes the handling and blocking of such article. (See NOTES)</p> <p>All-Terrain Vehicles (ATVs), Garden Tractors, and Riding Lawn Mowers, Piano(Any size)</p>	\$125.00
Automobiles	Quote base
Boats Overall length less than 14', including Canoes, Kayaks, Sculls or Skiffs	\$125.00
Overall length 14' to 20' inclusive	Quote Base
Overall length in excess of 20'	Quote Base
Xtra bulky items Hot Tubs, and Playhouses	\$300.00
Motorcycles, 3- or 4-Wheelers, Jet Skis	\$125.00
Moveable Utility Sheds, Tool Sheds, and Animal Houses/Kennels, measuring 4' by 5' or greater and transported set up (not dismantled)	Quote base
Gun Safes	\$150.00
Satellite Televisions/Radio Receiving Disc/Dishes, including Mounts, Stands, and Accessorial Equipment (excluding articles capable of being hand carried by one person and/or transported in standard cartons)	\$125.00
Trailers	\$150.00
Truck Camper, designed for carriage on pickup trucks	\$Quote based
<p>NOTE 1: When a boat is mounted on a trailer, such will be considered as two (2) separate articles and separate charges will apply.</p>	

1140 - Empty Mileage Charge

	Rates in Dollars and Cents
Rates named herein apply on: EMPTY MILEAGE CHARGE , travel; at the request of shipper. (See NOTES)	Per Mile \$3.00
For each additional person in excess of two people.	\$1.80
NOTE 1: Subject to Item 660, Movement of Empty Vehicles NOTE 2: Empty mileage charge includes vehicle and two people.	

1160 - Extra Pick Up or Delivery Charge

	Rates in Dollars and Cents
Rates named herein apply on: EXTRA PICK UP OR DELIVERY CHARGE .	\$100.00
Each stop or call at one (1) or more places necessary for making additional pick ups after first pick up or additional deliveries when shipment is moving under Section 5 rates.	

1180 - Labor Charges

	Rates in Dollars and Cents
Rates named herein apply on: LABOR CHARGES , for all services for which no charges are otherwise provided in this tariff when such services are requested by the shipper.	Per Overtime Hour Per Man
Between 5:00 p.m. and 8:00 a.m., except on Saturday, Sunday, holidays, and when service is rendered on Good Friday.	\$67.50
During any hour on Saturday or Sunday.	\$67.50
During any hour on all officially declared national holidays or Nebraska State holidays.	\$67.50
	Per Regular Hour Per Man
During all other periods.	\$45.00

1200 - Overtime Loading and Unloading

	Rates in Dollars and Cents
<p>Rates named herein apply on: OVERTIME LOADING AND UNLOADING, additional charge when service is performed at any point, as described in this item. (See NOTES 1, 2, and 3)</p> <p>(A) The above charges apply on shipments consisting of articles described in Section 4, Item 4000 of this tariff and are applicable when the service is performed on Saturdays, Sundays, or holidays (See NOTE 4) when such service is:</p> <ul style="list-style-type: none">(1) Made necessary landlord requirements, or(2) Required by prevailing laws and ordinances, or(3) Rendered at the specific request of the shipper or his agent made in writing and the shipper or his agent is notified he will be assessed the legal tariff charge before the loading and/or unloading begins. <p>(B) The above charges will also apply between the hours of 5:00 p.m. and 8:00 a.m. Mondays through Fridays on shipments consisting of articles described in Section 4, Item 4000 of this tariff when such service is:</p> <ul style="list-style-type: none">(1) Made necessary by landlord requirements, or(2) Required by prevailing laws and ordinances, or(3) Requested in writing by shipper or his agent for delivery of storage-in-transit shipments from warehouse to residence at destination and shipper is notified he will be assessed the legal tariff charges before loading and/or unloading begins.	<p>Per Hundred Pounds</p> <p>\$5.00</p>
<p>NOTE 1: Charges will be based on actual weight subject to a minimum of 2,000 pounds.</p> <p>NOTE 2: Charges will not apply at destination when shipments are delivered to a warehouse.</p> <p>NOTE 3: Charges shall not apply when the service is performed for carrier's convenience. Overtime service will be at the option of the carrier and will be performed at a warehouse on Saturdays, Sundays, and holidays (See NOTE 4) or between the hours of 5:00 p.m. and 8:00 a.m. Mondays through Fridays and then only when agreed to by the warehouseman.</p> <p>NOTE 4: Reference in this item to holidays includes officially declared national or state holidays.</p>	

1220 - Packing and Unpacking Service and Charges

Rates named herein apply on: **PACKING AND UNPACKING SERVICE AND CHARGES.**

COLUMN A: Packing Container Charge includes packing containers and materials that remain the property of the consignee.

COLUMN B: Packing Rates include packing service of carrier furnished containers.

COLUMN C: Unpacking rates include unpacking service of containers furnished and packed by the carrier and disposal of such containers and materials if requested by consignee. Unpacking service, if ordered, must be performed at the time of delivery unless consignee requests otherwise. If consignee requests that unpacking of carrier packed items be performed subsequent to the time of delivery, the unpacking charges provided herein will apply subject to a minimum charge of \$50.00

	COLUMN A PER PACKING CONTAINER	COLUMN B PACKING RATES	COLUMN C UNPACKING RATES
		REGULAR TIME (OT Rates %150 of regular time)	REGULAR TIME (OT Rates %150 of regular time)
Drum, dishpack (drum, dishpack, barrel, or other specifically designed containers, of not less than 5 cubic foot capacity, for use in packing glassware, chinaware, bric-a-brac, table lamps, or similar fragile articles) per container used.	23.00	\$25.75	\$7.95
Cartons: (See NOTES 1 and 2)			
Less than 3 cubic feet (not less than 200 pound test)	\$5.5	\$6.95	\$2.25
3 cubic feet (not less than 200 pound test)	\$10.00	\$10.35	\$3.50
4.5 cubic feet (not less than 200 pound test)	\$12.00	\$12.55	\$4.40
6 cubic feet (not less than 200 pound test)	\$13.50	\$13.85	\$4.85
Wardrobe Carton, not less than 10 cubic feet	\$27.50	\$7.70	\$2.10
TV carton up to 70", Grandfather clock	\$125.00	\$35.00	\$10.00

	COLUMN A PER PACKING CONTAINER	COLUMN B PACKING RATES (OT Rates %150 of regular time)	COLUMN C UNPACKING RATES (OT Rates %150 of regular time)
Mattress Cartons:			
Crib Mattress Carton	\$9.50	\$5.95	\$2.45
Not exceeding 39” by 75”	\$22.00	\$7.25	\$3.45
Not exceeding 54” by 75”	\$22.00	\$7.25	\$3.45
Exceeding 54” by 75”	\$33.00	\$11.50	\$5.10
Mirror Pack	\$26.50	\$20.75	\$5.85
Crates and Containers are those that are specifically designed and constructed by carrier. Rate is per cubic foot or fraction thereof, measured at extreme exterior dimensions. (See NOTE 4).	\$25.00/ cu. ft.; 6 cu. ft. minimum		
NOTE 1: When cartons of more than 3 cubic feet 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.			
NOTE 3: 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.			
NOTE 4: The packing service charge for crates and containers (specifically designed for mirrors, paintings, glass or marble tops, and similar fragile articles) includes packing and the construction of such special crates and containers, which remain the property of the consignee.			
NOTE 5: Overtime charges will be assessed for services performed between 5:00 p.m. and 8:00 a.m. Monday through Friday and anytime Saturday, Sunday, and holidays as described in Item 1200. This charge is in addition to the overtime rate contained in Item 1200.			

1280 - Reweighing Charge

	Rates in Dollars and Cents
Rates named herein apply on: REWEIGHING CHARGE . Upon request of the shipper or his representative prior to the delivery date, the carrier will reweigh the shipment. The lower of the two net scale weights shall be used for determining the applicable charges.	\$45.00

1320 - Storage-In-Transit and Warehouse Handling Charge

	Rates in Dollars and Cents
Rates named herein apply on: STORAGE-IN-TRANSIT AND WAREHOUSE HANDLING CHARGE , apply in territory or at any points based on location of warehouses where storage-in-transit service is provided.	Per Hundred Pounds
Storage for each 30 days or fraction thereof (See NOTE 1)	\$4.25
Warehouse handling charge (See NOTE 1)	\$4.00

NOTE 1: Storage charges apply for each 30 days or fraction thereof each time storage-in-transit service is rendered. Warehouse handling charge applies once each time shipment is placed in storage in-transit. The storage period will include the day the goods are placed in storage, but not the day the goods are removed from storage. (If goods are removed from storage on the same day they are placed in storage, one 30-day storage period will apply.)

NOTE 2: Charges based on actual weight subject to 2,000-pound minimum, except as provided in NOTES 3 and 4.

NOTE 3: The storage-in-transit and warehouse handling charges on shipments moving under provisions of Item 820.1, Special Services, "Complete Occupancy of Vehicle" will be based on the weight of which the transportation rate is based.

NOTE 4: For valuation charges applying on storage-in-transit shipments, see Item 1340, Valuation Charges.

1340 - Valuation Charges

	Rates in Dollars and Cents
<p>Rates named herein apply on: VALUATION CHARGES, applicable unless shipper expressly releases the shipment to a value not exceeding 60 cents per pound per article. (See NOTE)</p> <p>(A) On shipment not requiring storage-in-transit, the following valuation charge will apply: For each \$100.00 or fraction thereof of declared or automatically released value.</p> <p>(B) On shipment requiring storage-in-transit, the following valuation charge in addition to the above charges will apply:</p> <p style="padding-left: 40px;">For each storage period of 30 days or fraction thereof, an additional valuation rate of ten percent (10%) of the applicable storage-in-transit charge provided for in Item 1320.</p>	<p>\$0.70</p>
<p>NOTE: If shipper wishes to avoid these additional charges, he/she must agree (in the space provided on the face of the Bill of Lading) that if any articles are lost or damaged, the carrier's liability will not exceed 60 cents per pound for the actual weight for any lost or damaged articles or article in the shipment.</p>	

1350 - Full Value Protection Charges

Carrier's Maximum Liability and the charges for Full Value Protection are as follows:

Maximum Valuation	Option A No Deductible	Option B \$250 Deductible	Option C \$500 Deductible
\$5,000.00	\$90.00	\$40.00	\$29.00
\$10,000.00	\$135.00	\$72.00	\$48.00
\$15,000.00	\$165.00	\$101.00	\$67.00
\$20,000.00	\$190.00	\$135.00	\$86.00
\$25,000.00	\$225.00	\$153.00	\$102.00
\$30,000.00	\$271.00	\$184.00	\$121.00
\$35,000.00	\$315.00	\$201.00	\$137.00
\$40,000.00	\$360.00	\$227.00	\$155.00
\$50,000.00	\$450.00	\$396.00	\$254.00
\$60,000.00	\$540.00	\$462.00	\$292.00
\$75,000.00	\$675.00	\$529.00	\$345.00
\$100,000.00	\$900.00	\$653.00	\$433.00
\$125,000.00	\$1,125.00	\$800.00	\$524.00
\$150,000.00	\$1350.00	\$854.00	\$621.00
\$175,000.00	\$1,575.00	\$980.00	\$721.00
\$200,000.00	\$1800.00	\$1,125.00	\$831.00
\$225,000.00	\$2,025.00	\$1,275.00	\$944.00
\$250,000.00	\$2,250.00	\$1,425.00	\$1,063.00
Over \$250,000.00	See NOTE 1	See NOTE 1	See NOTE 1

NOTE 1: The charge for valuation in excess of \$250,000.00 will be the charge for the first \$250,000.00 plus \$0.60 for each \$100.00 or fraction thereof in excess of \$250,000.00. This rate calculation applies to Options A, B, and C.

NOTE 2: On shipment requiring storage-in-transit, the following valuation charge will apply in addition to the above charges:

For each storage period of thirty (30) days or fraction thereof, an additional valuation rate of ten percent (10%) of the applicable storage-in-transit charge provided for in Item 1320.

NOTE 3: When Full Value Protection applies to a shipment that includes one or more motor vehicles, including, but not limited to, automobiles, vans, pick-up trucks, or sport utility vehicles, the carrier's maximum liability for the vehicle or vehicles shall be either:

(A) The value stated in the current issue of the *National Automobile Dealers Association (N.A.D.A.) Official Used Car Guide* for such vehicle or vehicles, adjusted for mileage and other factors in the *Guide*, or,

(B) The appraised value of the vehicle or vehicles, whichever is less.

1360 - Waiting Time Charge

	Rates in Dollars and Cents
Rates named herein apply on: WAITING TIME CHARGE , when not the fault of the carrier.	\$45.00
Waiting time charge for climatic control equipment. (Subject to NOTES 4 and 5)	
Waiting time charge for all other equipment. (Subject to NOTES 1, 2, 3, 4, and 5)	\$45.00
<p>NOTE 1: Unless otherwise provided by agreement, loading and unloading of all equipment (except climatic control equipment) will be performed between the hours of 8:00 a.m. and 5:00 p.m., and waiting time charge will be applicable only between these hours, subject to the following allowable free waiting time:</p> <p>(A) When distance between point of origin and point of delivery is less than 200 miles, 1 hour free waiting time will be allowed only at destination (See NOTE 2).</p> <p>(B) When distance between point of origin and point of delivery is 200 miles or more, 3 hours free waiting time will be allowed only at destination (See NOTE 2).</p> <p>(C) At expiration of the free waiting time, additional waiting time service will be subject to carrier's convenience.</p> <p>NOTE 2: When storage-in-transit shipments are delivered from warehouse, the allowable free waiting time as provided in NOTE 1 will be based on the distance from storage warehouse to destination.</p> <p>NOTE 3: This charge not applicable on Sunday, or on all officially declared national or state holidays, except when pick up or delivery on such days is requested by shipper.</p> <p>NOTE 4: Waiting time charge for carrier's vehicle-personnel (other than vehicle driver) will be subject to hourly charge in Item 1180, Labor Charges.</p>	

1380 - Wrapping and/or Metal Banding Service Charges

	Rates in Dollars and Cents
Rates named herein apply on: WRAPPING AND/OR METAL BANDING SERVICE CHARGES , when requested by shipper. (Rugs, floor lockers, trunks, etc.)	\$7.25

1390 – Calculation of Fuel Surcharge:

These rates will apply for moves outside of the 15 mile radius of Kearney, Ne.

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 month is:	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 month is:
Less than \$1.95	0.00	From \$3.75 to \$3.899	13.00%
From \$1.95 to \$2.099	1.00%	From \$3.90 to \$4.049	14.00%
From \$2.10 to \$2.249	2.00%	From \$4.05 to \$4.199	15.00%
From \$2.25 to \$2.399	3.00%	From \$4.20 to \$4.349	16.00%
From \$2.40 to \$2.549	4.00%	From \$4.35 to \$4.499	17.00%
From \$2.55 to \$2.699	5.00%	From \$4.50 to \$4.649	18.00%
From \$2.70 to \$2.849	6.00%	From \$4.65 to \$4.749	19.00%
From \$2.85 to \$2.999	7.00%	From \$4.80 to \$4.949	20.00%
From \$3.00 to \$3.149	8.00%	From \$4.95 to \$5.099	21.00%
From \$3.15 to \$3.299	9.00%	From \$5.10 to \$5.249	22.00%
From \$3.30 to \$3.449	10.00%	From \$5.25 to \$5.399	23.00%
From \$3.45 to \$3.599	11.00%	From \$5.40 to \$5.549	24.00%
From \$3.60 to \$3.749	12.00%	Over \$5.549	(See Note 1)

*Note 1: If the DOE fuel price per gallon exceeds \$5.549, the 24% fuel surcharge, subject to above paragraphs, will be

Note 2: Household Goods moves made within the 15 mile radius of Kearney the fuel surcharge will be included with in the estimated charges.

SECTION 2: Determination of Distance

SECTION 2: Determination of Distance

2000 - Method of Determining Distance

- 2000.1 Distances will be determined by using *Rand McNally's Mileage Guide* and the *Official Transportation Map* edited and obtainable from the Nebraska Department of Transportation and/or online mapping services(IE Google, mapquest, etc)
- 2000.2 In instances where either consignor, consignee, or both request transportation of the shipment over a particular route or combination of routes and such routing reflects a greater distance than the short line distance determined in accordance with Item 2000.1 hereof, the greater distance shall be used in determination of charges.
- 2000.3 If transportation of the tendered shipment is not possible over the short line distance determined in accordance with Item 2000.1 hereof due to operating hazard, load limitation of the highway, bridges, underpasses, or any other highway limitation, mileage computed over the actual route of movement shall apply.
- 2000.4 Fractions of a mile less than $\frac{1}{2}$ shall be dropped; fractions of $\frac{1}{2}$ mile or greater shall be increased to the next whole mile.
- 2000.5 In the course of transportation, when it becomes necessary to obtain a special permit from the state or any political subdivision of the state, the distance shall be determined via the route specified in such permit.

SECTION 3: Binding Estimate Program

SECTION 3: Binding Estimate Program

3000 - Binding Estimate Program

- 3000.1 Upon request of a prospective shipper or carrier the carrier will provide a binding estimate of maximum charges for the cost of moving services. The binding estimate must be in writing and signed by the carrier and the shipper or his or her representative, and is applicable to those shipments described in Item 4000, Commodity, subject to the provisions of this item.
- 3000.2 Transportation must commence within 60 days from the date the order for service is signed by both carrier and the shipper or his or her representative.
- 3000.3 The binding estimate amount applies only for quantities and/or services or any part thereof set forth on the binding estimate form. Carrier may elect to revise the binding estimate and void the original if quantities and/or services, or any part of them, have been added or deleted by shipper.
- 3000.4 The binding estimate may be revised, by mutual agreement between shipper and carrier, any time on or before the date shipment is loaded or any time within the 60 day period that the binding estimate is in effect, whichever comes first.
- 3000.5 Transportation is limited to the origin and destination and additional stops, if any, indicated on the binding estimate form.
- 3000.6 The provisions of Item 820 will not apply. Any provisions referring to “actual” weight shall be construed to mean “estimated” weight.
- 3000.7 Carrier may elect to assess charges in addition to the binding estimate amount for any of the following services that are not included on the binding estimate form but that are either requested by shipper or are necessary to accomplish delivery and are performed by carrier at destination:
- | | |
|---------------------------|-------------------------------------------------|
| Unpacking | Waiting Time |
| Extra Pick Up or Delivery | Overtime Loading and Unloading |
| Labor Charges | Storage-In-Transit |
| Shuttle Charges | Pick Up or Delivery Rates on Storage-in-Transit |
| Auxiliary Service | |
- Such additional charges will be assessed at the tariff rates in effect on the date the binding estimate is signed by both the shipper and the carrier.
- 3000.8 The binding estimate amount and any additional charges are collectible by carrier at time of delivery except where credit arrangements have been previously established between shipper and carrier.
- 3000.9 The binding estimate will not include valuation charges as provided in Items 1340 and 1350, Full Value Protection, and Item 20, Advanced Charges.
- 3000.10 This item will not apply on containerized shipments.
- 3000.11 This items will also apply in conjunction with Item 3001, Assured Price Protection Program.

SECTION 4: Description of Commodities

SECTION 4: Description of Commodities

4000 - Commodity

4000.1 THE PROVISIONS OF THIS ITEM APPLY ONLY IN CONNECTION WITH RATE TABLES MAKING SPECIFIC REFERENCE HERETO BY ITEM NUMBER (See RATE TABLE 1 in Section 5).

RATE TABLE making reference hereto apply on the following commodities:

(A) PERSONAL EFFECTS AND PROPERTY USED OR TO BE USED IN A DWELLING when a part of the equipment or supply of such dwelling and similar property if the transportation of such effects or property is:

- a. Arranged and paid for by the householder, including transportation of property from a factory or store when the property is purchased by the householder with intent to use in his or her dwelling, or
- b. Arranged and paid for by another party.

(B) PERSONAL EFFECTS AND PROPERTY USED OR TO BE USED IN A BUSINESS when a part of the equipment or supply of such business and similar property if the transportation of such effects or property is:

- a. Arranged and paid for by the business, including transportation of property from a factory or store when the property is purchased by the business with intent to use it in the business, or
- b. Arranged and paid for by another party.

SECTION 5: Rates and Charges

SECTION 5: Rates and Charges

5000 - Rate Table 1: See attached Addendum ML-15 rates

5000 - Rate Table 2

Rate Table 2		
Rates apply on shipments of commodities as described in Item 4000		
Rates apply only on pick up or delivery of storage-in-transit shipment (subject to Item 840) and are based on actual weight subject to 2,000-pound minimum and apply on shipments when released to a value not exceeding \$0.60 per pound per article, but do not include additional services and charges shown in Section 1.		
Rates apply as shown below on pick up or delivery of storage-in-transit shipments when point of pick up or delivery and warehouse are both located within the same municipality or within a distance of 30 miles or less.		
For rates to apply when points are not within the same municipality or within a distance of 30 miles or less, apply rates in Section 5, Rate Table 1.		
Break point indicates weight at which a lower charge develops by use of lowest weight and applicable rate in next highest weight bracket. (See Item 40)		
RATES ARE IN DOLLARS AND CENTS PER 100 POUNDS		
Shipment Weight (in pounds)	Break Point (in pounds)	Rate
500 to 999	644	\$54.5
1,000 to 1,999	1,623	\$30.00
2,000 to 3,999	3,224	\$24.40
4,000 to 7,999	6,603	\$19.50
8,000 and over		\$16.20

