DOT #3099844

Tariff No. 1

# Intrastate Household Goods Tariff of

TMT KC, LLC. DBA TWO MEN AND A TRUCK<sup>®</sup>

> 9301 E. 47<sup>th</sup> Street Kansas City, MO 64133

7225 W. 95<sup>th</sup> Street Overland Park, KS 66212

Motor Common Carrier Service Between points and places in Kansas (As shown herein)

Issue Date: 01/11/2023 Effective date: 01/11/2023

### Issued by:

# Tyler Whalen, Partner TMT KC, LLC. 9301 E. 47<sup>th</sup> Street, Kansas City, MO 64133

#### 1. Hourly Rates

Up to \$249.00 per hour for a 2-member crew and moving vehicle

- (a) 2 hours minimum computed by multiplying hourly rate by time of service
- (b) Time is billed port to port
- (c) After the 2-hour minimum, time is computed in one quarter (1/4) hour increments, rounded to the next higher quarter hour

#### 2. Personnel

- (a) Up to \$67.00 per hour per mover
- (b) Up to \$67.00 per hour for each additional worker.

#### 3. Equipment and Mileage Rates

- (a) \$40.00 fuel charge per moving vehicle for local moves (within 30 miles from office location)
- (b) \$Up to 1.00 per mile after first 100 round trip miles
- (c) Up to \$67 per hour per moving vehicle

#### 4. Accessorial Charges

(a) In-transit storage - \$150.00 per night

(b) Bulky items – An additional mover may be added to the customers move if any of the following items are requested to be moved. Additional mover will be added at cost to the customer.

- Pianos and Organs
- Gun Safe
- Pool table
- Hot tub

(d) Bulky items fee - each item listed in 4 (b) will have an additional \$100 fee assessed per item

#### 5. Valuation

Valuation is not insurance. If the customer does not release the valuation to 60 cents per pound on the Moving Service Agreement, valuation will revert to the Full Value option and the customer will be responsible for any additional coverage charges.

- (a) Full (Replacement) Value Protection
  - 1. Under this option, TWO MEN AND A TRUCK<sup>®</sup> is liable for the replacement value of lost, damaged, or destroyed goods in the entire shipment. If any article is lost, destroyed or damaged while in the TWO MEN AND A TRUCK<sup>®</sup>'s care, custody, and control, TWO MEN AND A TRUCK<sup>®</sup> will, at its discretion, offer to do one of the following for each item:
    - a. Repair the item

- b. Replace with similar (like and kind) item
- c. Make a cash settlement
- 2. This increased valuation has a maximum of \$50,000 per truck and \$2000 per single item. The cost for this coverage will be \$75 per truck for local moves or 5% of the cost of the move for long distance moves.
- (b) Release Value (60 cents per pound)
  - Under this option, the TWO MEN AND A TRUCK<sup>®</sup> assumes liability for no more than 60 cents per pound, per article. Loss or damage claims are settled based on the pound weight of the article multiplied by 60 cents. The released value of \$0.60 per pound, per article is the minimal level of liability the NPSC requires a carrier to offer the customer. This level of protection is available at no additional cost; however, it only provides minimal protections. To select this option the customer must specifically state this on the Moving Service Agreement. This means that claims are settled based on the weight of the individual article (s) multiplied by 0.60 cents.
  - 2. If a customer's move involved items of extraordinary value (more than \$100 per pound), then the customer will be asked to disclose these items on the High Value Inventory form.

#### Customer's Declaration of Value

Per the Moving Service Agreement, the customer will be asked to select one of the options below for valuation

Valuation is Not Insurance: I declare the value of my shipment is: \$\_\_\_\_\_

Please select option below:

Option 1:

We offer increased valuation for our customer's belongings. If a damage occurs, TWO MEN AND A TRUCK<sup>®</sup> reserves the right to replace, repair or reimburse depreciated cash value. This increased valuation has a maximum of \$50,000 per truck and \$2,000 per single item. The cost for this coverage is \$75 per truck.

Option 2:

\_\_\_\_\_ I waive my right to increased valuation and accept that any damage or loss may be valued at \$0.60 per pound by TWO MEN AND A TRUCK<sup>®</sup> and/or their insurance provider. TWO MEN AND A TRUCK<sup>®</sup> however, still reserves the right to repair, replace, or reimburse (depreciated cash value) at their discretion.

I have read this Service Agreement. I have received and read the Pre-Move Confirmation Letter. I agree to these terms, and I agree to have TWO MEN AND A TRUCK<sup>®</sup> move me to my new location pursuant to these terms.

X

Customer's signature

Date

6. Prior Damage

TWO MEN AND A TRUCK<sup>®</sup> will not be liable for damages incurred prior to acceptance of goods or after delivery is made and the customer has had reasonable time to inspect the goods.

## 7. Prohibited Items

TWO MEN AND A TRUCK<sup>®</sup> will not transport the following items:

(a) Hazardous material such as batteries, poisons, pesticides, etc.

(b)Motor vehicles of any kind, motorboats, firewood, firearms, ammunition, fireworks, illegal substances, plants, animals, living items, items prohibited by local/state regulations from being transported, liquids (all kinds) and perishable items.

## 8. Tariff Adjustments

TWO MEN AND A TRUCK® will adjust the tariff as necessary with 30 days' notice prior to implementation.

## 9. Assembly Services

Unless otherwise specified, the rates for loading and unloading include the disassembly and reassembly of furniture. TWO MEN AND A TRUCK<sup>®</sup> will only reassemble items that it disassembled at the load location. There are certain pieces of furniture that TWO MEN AND A TRUCK<sup>®</sup> will not disassemble and reassemble due to safety reasons.

## 10. Payment Method/Deposit Requirements

A \$100 deposit is required to schedule shippers move. Payment is due prior to the unloading of the customer's belongings. The only accepted forms of payment include: Visa, MasterCard, Discover, American Express, cash, and check. Payment is due immediately upon completion of move.

# 11. Impracticable Operations

If the mover is required to use specialized equipment and/or additional labor to complete pick up or delivery of the shipment, additional charges for services may be due. Full payment at the destination is required for these additional services and for 100 percent of the original binding estimate. An additional 15 percent will be due on delivery for impracticable operations.

## 12. Cancellations

We request 72 hours' notice for a move cancellation. If shipper's move date falls within the last 7 days of the month, a 7-day cancellation notice is required. If shipper meets cancellation requirements, full deposit will be refunded less a 5% processing fee. If our movers arrive and if for any reason you cannot move at the scheduled time, deposit will be non-refundable.

# 13. Claims/Complaint Process

The Department of Transportation requires household goods movers furnish to prospective individual shippers a written description of the customer complaint and inquiry handling procedure established and maintained by TWO MEN AND A TRUCK<sup>®</sup> At the time you make arrangements with your TWO MEN AND A TRUCK<sup>®</sup> representative, you should ask your representative for a description of the mover's procedure, information to contact the motor carrier, such as address, telephone number, etc. All communications

with TWO MEN AND A TRUCK<sup>®</sup> shall be in writing to the claims representative listed below. We ask that you include your sales order number, move date, and shipment address with all correspondence.

### Summary of Claim Procedure:

Shipper must notify TWO MEN AND A TRUCK<sup>®</sup> of cargo claims and file claims for cargo loss or damage within thirty (30) days from the date of such loss, shortage, or damage from the scheduled delivery date of the household goods.

Shipper shall notify TWO MEN AND A TRUCK<sup>®</sup> within thirty (30) days of learning of claims other than cargo loss or damage claims and shall file any such claims at this time.

Each claim must be supported by the original Bill of Lading, **confirmation of full payment of all charges;** and for each article: the type, and extent of the damage and the basis for the amount being claimed.

TWO MEN AND A TRUCK<sup>®</sup> also offers neutral arbitration as a means of resolving consumer disputes involving all claims that arise from the transportation agreement between Shipper and TWO MEN AND A TRUCK<sup>®</sup>. Information setting out the neutral arbitration issues can be settled with National Arbitration and Mediation: <u>www.namadr.com</u>.

Direct all written communication to:

Claims Specialist at: Claim0529@twomen.com; or via mail at TWO MEN AND A TRUCK<sup>®</sup> Attn: Claims Specialist 9301 E. 47<sup>th</sup> Street Kansas City, MO 64133