

K.C.C. No.

USDOT No. 3563094

Tariff No. 02

**TARIFF
OF**

Name: Jayhawker LLC DBA TWO MEN AND A TRUCK®

Address: 1570 SW Wanamaker Rd, Suite 130 Topeka, KS 66604

House Hold Goods Carrier

Between All Points

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

ISSUE DATE: 04/02/21

EFFECTIVE DATE: 4/12/21

Garret Peterman, Managing Member

Name and Title

Jayhawker LLC DBA TWO MEN AND A TRUCK

Name of Carrier

1570 SW Wanamaker Rd, Suite 130

Street and PO Box Address

Topeka, KS 66604

City, State and Zip

Item No.	Subject And Application
1	<p style="text-align: center;">Item 1: Transportation Charges</p> <p><u>LOCAL HOUSEHOLD GOODS MOVING PROVISIONS:</u></p> <p>Jayhawker, LLC DBA TWO MEN AND A TRUCK® will charge the following rates within a 50-mile air mile radius of Topeka, Kansas city limits using Bing mapping software.</p> <ul style="list-style-type: none"> ● \$120.00 per hour for 2 movers and 1 truck (Tuesday through Thursday) ● \$130.00 per hour for 2 movers and 1 truck (Monday, Friday and Saturday) ● \$160.00 per hour for 3 movers and 1 truck (Tuesday through Thursday) ● \$170.00 per hour for 3 movers and 1 truck (Monday, Friday and Sunday) ● \$40.00 per hour for each additional truck ● \$40.00 per hour for each additional mover ● \$160.00 per hour for Sunday moves <p>Hourly rates begin once the truck departs TWO MEN AND A TRUCK® location and ends upon return.</p> <p>Those charges that are based on time are calculated by multiplying the listed hourly rate by the time involved. Time will be charged in 15 minute increments as follows:</p> <ul style="list-style-type: none"> ▪ When the time is 15 minutes or fewer, the charge will be for 15 minutes. ▪ When the time is 16 to 30 minutes, the charge will be for 30 minutes. ▪ When the time is 31 to 45 minutes, the charge will be for 45 minutes. ▪ When the time is 45 minutes or longer, the charge will be for 1 hour. <p>Moves outside of the local exception, the origin, line-haul and destination (O.L.D.) charges in this tariff include the loading of the Customer's belongings, transporting them to the destination and unloading them there. The O.L.D. charges do not include charges for any additional services or for valuation coverage over the released rates. All calculations will be rounded up to the next whole increment.</p> <p>O.L.D. charges apply for transportation between all points in Kansas. The mileage calculation will be based on the full ZIP and Postal codes within the Bing mapping software program.</p>
2	<p style="text-align: center;">Item 2: Origin, Line-Haul and Destination Charges (O.L.D.)</p> <ul style="list-style-type: none"> ● Binding Estimates may be completed ● Not-to-Exceed estimates may be completed ● \$1.00 per mile for each additional truck ● Estimates will be valid for 30 days after completion. <p>Non-binding estimates will be calculated as follows:</p> <ul style="list-style-type: none"> ● 1 to 799 Miles round trip <ul style="list-style-type: none"> ○ \$3.00 per 10 lbs. <li style="padding-left: 20px;">Plus ○ \$2.00 per mile ● 800 to 1,199 Miles round trip <ul style="list-style-type: none"> ○ \$4.00 per 10 lbs. <li style="padding-left: 20px;">Plus ○ \$2.00 per mile

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3	<p>Distance will be determined using Bing mapping software.</p> <p>Travel and Lodging:</p> <ul style="list-style-type: none"> • \$100 per person per overnight <p>Additional Labor:</p> <ul style="list-style-type: none"> • \$40.00 per hour for each additional mover <p style="text-align: center;">Item 3: Return Loads:</p> <p>Definition: A move originating at or near the destination city of a previously scheduled move. Mileage will be calculated based on the distance traveled off course, plus mileage from originating destination(s) to the unloading destination(s)</p> <p>Non-binding estimates will be calculated as follows:</p> <ul style="list-style-type: none"> • 150 Miles or less <ul style="list-style-type: none"> ○ \$2.00 per 10 lbs. <li style="padding-left: 20px;">Plus ○ \$1.00 per mile • 151 to 799 Miles round trip <ul style="list-style-type: none"> ○ \$2.00 per 10 lbs. <li style="padding-left: 20px;">Plus ○ \$1.00 per mile • More than 800 Miles round trip <ul style="list-style-type: none"> ○ \$3.00 per 10 lbs. <li style="padding-left: 20px;">Plus ○ \$2.00 per mile <p>Travel and Lodging:</p> <ul style="list-style-type: none"> • \$100 per person per overnight
4	<p style="text-align: center;">Item 4: Tariff Fuel Provision</p> <p>Diesel fuel prices will be adjusted based on the current diesel fuel cost posted on the US Energy Information Association website (http://www.eia.gov/petroleum/gasdiesel/). Price adjustments will be as follows:</p> <ul style="list-style-type: none"> • An additional .20 cents per mile will be charged for every .10 cent increment over \$4.00 per gallon for diesel fuel. Fuel adjustments will be rounded to the nearest .10 cent increment over \$4.00 per gallon.
5	<p style="text-align: center;">Item 5: Additional Charges</p> <p>Additional charges may be added for services the Customer requests or if deemed necessary to safely complete the move.</p> <p>5A: Valuation charges apply when the Customer requests one of the “full value” protection provisions as defined below.</p> <p>Valuation Options:</p>

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	<p>1. Full Value Coverage</p> <ul style="list-style-type: none"> • Under this option, belongings that are lost, damaged or destroyed will be (at the franchise's discretion) either repaired, replaced with like items, or an actual cash value settlement will be made for the cost of repair, or for the current market replacement value, regardless of the age of the lost or damaged item. • Under this option, TWO MEN AND A TRUCK® will limit liability for loss or damage to articles of extraordinary value, unless they are specifically listed on the shipping documents. An article of extraordinary value is any item whose value exceeds \$100 per pound (for example: jewelry, silverware, china, furs, antiques, oriental rugs and computer software). <ul style="list-style-type: none"> i. No Deductible: the Customer will have any financial responsibility for any amount of the claim. <p>2. Released Value (60 cents per pound)</p> <ul style="list-style-type: none"> • Under this option, TWO MEN AND A TRUCK® 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. For example, if a 10-pound stereo component, valued at \$1000, were lost or destroyed, TWO MEN AND A TRUCK® would be liable for no more than \$6.00 (10 pounds x 60cents). Obviously, you should think carefully before agreeing to this option. There is a discount for this minimal protection, but you must sign a specific statement on the bill of lading agreeing to it. <p>If there is no signature on the valuation section of the bill of lading, coverage will revert to the full value option and the Customer will be responsible for any additional coverage costs</p> <p><i>These two levels of liability are not insurance agreements that are governed by state insurance laws. They are contractual tariff levels of liability authorized under Released Rates Orders of the Surface Transportation Board of the US Department of Transportation</i></p> <p>BILL OF LADING (INFORMATION TO BE INCLUDED ON FACE OF UNIFORM HOUSEHOLD GOODS BILL OF LADING)</p> <p>The Uniform Household Goods Bill Of Lading, or the Order for Service, issued for any shipment accepted for transportation and storage shall have printed in <u>distinctive color</u> in <u>boldface type</u> on the front the following statement:</p> <p>CUSTOMER'S DECLARATION OF VALUE THIS IS A TARIFF LEVEL OF CARRIER LIABILITY- IT IS NOT INSURANCE You must select, in your own handwriting, one of the following two options for your shipment. The option you select establishes your mover's maximum liability for your goods, subject to the rules contained in your mover's tariff.</p> <p><u>OPTION 1 : Full (Replacement) Value Protection.</u> If any article is lost, destroyed or damaged while in your mover's custody, your mover will either: 1) repair the article to the extent necessary to restore it to the same condition as when it was received by your mover, or pay you for the cost of such repairs; or 2) replace the article with an article of like kind and quality, or pay you for the cost of such a replacement. An additional charge applies for this option.</p> <p>To select Option 1, you must write, on the line below, <u>either</u> a lump sum dollar amount for the value of your shipment that may not be less than \$5000, <u>or</u> an amount per pound that may not be less than \$4.90 per pound, whichever is greater. The value of my shipment is: _____</p> <p>You must also select one of the following deductible amounts that will apply for your shipment:</p> <p style="text-align: center;">No Deductible (____) \$250 Deductible (____) \$500 Deductible (____) Initial Initial Initial</p> <p><u>OPTION 2: Released Value of 60 Cents Per Pound Per Article.</u> If any article is lost, destroyed or damaged while in your mover's custody, your mover's liability is limited to the actual weight of the lost, destroyed or damaged article multiplied by 60 cents per pound per article. This is the basic liability level and is provided at no charge. It is</p>

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	<p data-bbox="310 258 894 283"><u>considerably less than the average value of household goods.</u></p> <p data-bbox="310 449 1167 506"><u>To select option 2,</u> you must write on the line below the words “60 cents per pound”. The value of my shipment is : _____</p> <p data-bbox="310 531 1430 613"><u>Your signature is required here:</u> I acknowledge that I have 1) declared a value for my shipment and selected a deductible amount, if appropriate, and 2) received and read a copy of the mover’s brochure explaining these provisions and the applicable charges.</p> <p data-bbox="407 667 623 693">_____ Customers Signature</p> <p data-bbox="873 667 922 693">_____ Date</p> <p data-bbox="310 724 1430 913"><u>EXTRAORDINARY (UNUSUAL) VALUE ARTICLE DECLARATION :</u> I acknowledge that I have prepared and retained a copy of the “Inventory of Items Valued in Excess of \$100 Per Pound Per Article” that are included in my shipment and that I have given a copy of this Inventory to the mover’s representative. I also acknowledge that the mover’s liability for loss of or damage to any article valued in excess of \$100 per pound will be limited to \$100 per pound for each pound of such lost or damaged article (based on actual 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.</p> <p data-bbox="418 970 634 995">_____ Customers Signature</p> <p data-bbox="878 970 927 995">_____ Date</p> <p data-bbox="310 1089 1398 1146">BILL OF LADING (INFORMATION TO BE INCLUDED ON FACE OF UNIFORM HOUSEHOLD GOODS BILL OF LADING)</p> <p data-bbox="310 1182 1430 1360">Provided that: Where the Customer is the employer of the actual owner of the household goods being transported and is responsible for all transportation charges in connection with such a move, the Customer may instruct the franchise to release the shipment to a value of 60 cents per pound per article (a) by specification made on a purchase order, or (b) by issuing, in advance of the shipping date, appropriate letters of instruction to the franchise. In such instances, the franchise must incorporate the instructions by reference to the document in the bill of lading in lieu of the personal signature and handwritten statement relating to release rates.</p> <p data-bbox="310 1394 1354 1451">In addition to the above statement printed in distinctive color in boldface type, the franchise shall cause to be included in the Bill of Lading the following minimum information:</p> <ol data-bbox="453 1484 1430 1875" style="list-style-type: none"> a. The name and address of the franchise issuing the receipt or bill of lading. b. The name, address and telephone number of the office of the franchise that should be contacted in relation to the transportation of the shipment. c. When the transportation is to be performed for an individual Customer, the agreed dates or periods of time for pickup and delivery entered on the receipt or bill of lading shall conform to the agreed dates or periods of time for pickup and delivery entered on the order for service or a proper amendment to the order for service. d. The actual date of pickup. e. The franchise identification number of the vehicle on which the Customer's belongings are loaded. f. The terms and conditions for payment of the total charges including notice of any minimum charges. g. When the transportation is to be performed on a non-binding basis the maximum amount

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	<p>required to be paid at the time of delivery to obtain delivery of the shipment.</p> <p>h. Evidence of any insurance coverage sold to or procured for the Customer, including the amount of the premium for such insurance.</p> <p>Notice: Franchise tariffs, by this reference, are made a part of the bill of lading and may be inspected at the franchise's facility, or on request, the franchise will furnish a copy of any tariff provision containing rates, rules or charges governing the shipment.</p> <p>5B: Extra Stops: Additional charges will be added for more than one pick-up location and/or more than one drop-off location as stated below.</p> <ul style="list-style-type: none"> • \$75 per stop in additional to the additional mileage charges <p>5C: Packing Services:</p> <ul style="list-style-type: none"> • Packing service will be charged at the rate of \$130 per hour with boxes and packing materials charged separately. • \$40 per hour for each additional Employee (more than two). Charged in 15 minute increments <p>5D: Storage in Transit: (SIT) Charges apply when the franchise must store the Customer's belongings on the truck, or in a storage facility, because the Customer is unable to accept delivery at the agreed upon time. Charges apply as follows:</p> <ul style="list-style-type: none"> • \$ 150 per night of storage plus applicable waiting charges at \$50 per hour • Customer's belongings must be delivered to their new residence or a storage facility on the 3rd day. <p>5E: Additional Valuation Charge for SIT: When SIT is provided there is an additional valuation charge. The charge is an additional 5% of the calculated valuation charges for Full Value zero deductible.</p> <p>5F: Extra Labor:</p> <ul style="list-style-type: none"> • \$ 40 per hour for each additional Employee (more than two). Charged in 15 minute increments <p>5G: Shuttle Services: These charges apply when the Customer or the franchise determine there is a need for a smaller vehicle to access the required locations.</p> <ul style="list-style-type: none"> • \$ 130 per hour. Charged in 15 minute increments <p>5H: Waiting Time: Charges apply when a Customer requests a temporary halt to a move due to weather or for any other reason. (They do not apply if the Mover's determine a temporary halt is needed.) They also apply if the Customer is unable or unwilling to accept delivery at the agreed time.</p> <ul style="list-style-type: none"> • \$50 per hour. Charged in 15 minute increments <p>5I: Rearrangement of Furniture: Our Movers will place furniture and boxes where the Customer requests during the unload process. Should the Customer wish for the furniture to be moved once placed these charges will apply.</p> <ul style="list-style-type: none"> • \$ 130 per hour Charged in 15 minute increments

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	<p>5J: Oversize Items: Additional charges apply to large and/or heavy items such as large screen TVs, Pianos, motorcycles and pool tables.</p> <ul style="list-style-type: none"> ● \$100 per item ● Jayhawker, LLC dba TWO MEN AND A TRUCK® does not disassemble or reassemble pool tables, cubicle furniture.
6	<p style="text-align: center;">Item 6: Application of Tariff</p> <p>This tariff applies to the transportation of household goods between places all points and places in Kansas.</p> <p>Changes, updates and revisions to the tariff can be obtained and verified through the franchise.</p>
7	<p style="text-align: center;">Item 7: Bill of Lading</p> <p>When property is transported subject to this tariff, the acceptance and use of the Uniform Household Goods Bill of Lading is required.</p>
8	<p style="text-align: center;">Item 8: Released and Declared Shipment Value (Valuation)</p> <p>The franchise's maximum liability for a shipment will be either:</p> <ul style="list-style-type: none"> ● The total shipment value declared by the Customer. This value must be at least \$5,000 or \$4.90 per pound times the weight of the shipment. <p>OR</p> <ul style="list-style-type: none"> ● The actual loss or damage up to the released value of the item(s) not exceeding 60 cents per pound per item. <ul style="list-style-type: none"> ○ For the released value to apply the Customer must write "60 cents per pound" in the valuation section of the bill of lading. <p>Unless the Customer has expressly released the shipment to a value not exceeding 60 cents per pound per article, the franchise's liability for loss and damage will be either the total value declared by the Customer or the total weight of the shipment multiplied by the amount chosen, not less than \$4.90 per pound whichever amount is greater.</p> <p>The franchise's maximum liability and the valuation charges specified are subject to the selection, prior to loading, of the Customer of an appropriate maximum valuation and one of the deductible options listed below. If the Customer chooses one of the higher valuations they will be responsible for the charges listed in this tariff.</p> <ul style="list-style-type: none"> ○ Option A- Full Replacement Valuation No Deductible: The franchise assumes responsibility for the declared or released maximum valuation amount. ○ Option B- Released Value "60 cents per pound per item": The actual loss or damage up to the released value of the item(s) not exceeding 60 cents per pound per item. <p>Valuation Charges</p> <ul style="list-style-type: none"> ● Full value no deductible <ul style="list-style-type: none"> ○ \$20.00 per \$1,000 declared value. Minimum of \$5,000 per shipment ● Released value \$0.60 per pound

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	<ul style="list-style-type: none"> ○ Included in O.L.D. charge
9	<p style="text-align: center;">Item 9: Weighing the Shipment</p> <p>For Non-binding estimates the franchise will weigh the Customer's belongings prior to assessing any charges. The weight shall be obtained on a scale meeting the requirements of 49 CFR 375.1 (b)(4).</p> <ul style="list-style-type: none"> ● The vehicle shall be weighed empty and once loaded. ● The vehicle shall be weighed both times with all pads, dollies, ramps or other equipment on board, but without the Driver or Mover being in the vehicle. ● Fuel tanks will be full. ● The Customer has the right to view both weights and has the right to request a reweigh. If this request is made the second weights shall be used to determine the charges.
10	<p style="text-align: center;">Item 10: Marking or Tagging the Shipment</p> <ul style="list-style-type: none"> ● Fragile or breakable items must be properly packed. ● Customer packed fragile articles must be marked in plain language designating the fragile nature of the items. ● Items not packed or improperly packed, crated or boxed and which would therefore be more susceptible to damage should be packed by the franchise and the Customer will be responsible for the packing charges.
11	<p style="text-align: center;">Item 11: Inspection of Articles</p> <p>If the franchise feels it necessary that the contents of any packages be inspected they have the right to inspect or refuse shipment of the package.</p>
12	<p style="text-align: center;">Item 12: Storage in Transit (SIT)</p> <p>As defined for this tariff, Storage in Transit means holding the Customer's belongings either on the truck or in a storage facility pending delivery. It will only apply when delivery can't be made at the agreed upon time. The franchise may, at its option, place such a shipment into a storage facility of its choice. The Customer's belongings shall remain in the custody of the franchise until such time as all legal charges including storage fees are paid in full by the Customer.</p> <p>When a storage facility is used for Storage in Transit both the franchise and the storage facility management must have the following records:</p> <ul style="list-style-type: none"> ● An inventory of the belongings with the bill of lading and job number noted ● Addresses for point of origin and destination ● Condition of each article when placed into storage ● Dates when charges and/or payments were made ● Dates property was delivered to storage
13	<p style="text-align: center;">Item 13: Governing Publications</p> <p>This tariff is governed by the following publications in effect at the time of the move:</p> <ul style="list-style-type: none"> ● The Bing mapping software for the application of mileage charges ● The Federal Motor Carrier Safety Regulations (49CFR) particularly parts 375 (Household Goods) and 370

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14	<p>(Damages)</p> <ul style="list-style-type: none"> • The Surface Transportation Board regulations 49CFR1310 • The Kansas Corporation Commission regulation <p style="text-align: center;">Item 14: Claims, Loss and Damage</p> <p>A claim for loss or damage to cargo shall not be voluntarily paid by the franchise unless filed in writing with the franchise within nine (9) months of the delivery date.</p> <p>For a claim to be considered sufficient it must be a written or electronic communication (when agreed to by the franchise and Customer) from a Customer filed, with the franchise within the time limits specified in the bill of lading, and containing:</p> <ul style="list-style-type: none"> • facts sufficient to identify the belongings • asserting liability for alleged loss or damage • making claim for the payment of a specified or determinable amount of money • 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 the franchise are not to be considered as sufficient to comply with the minimum claim filing requirements specified above. • Claims Filed for Uncertain Amount: Whenever a claim is presented against a proper franchise for an uncertain amount, such as "\$100 more or less," the franchise shall determine the condition of the belongings at the time of delivery and shall ascertain as nearly as possible the extent, if any, of the loss or damage for which it may be responsible. It shall 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. • Concealed Damage: If there is concealed damage discovered by the Customer the franchise must be notified within nine (9) months and must have a reasonable opportunity to inspect the damage. The franchise will promptly investigate the claim and will establish a claim file for it. • Supporting Documents: 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. • Satisfaction of Claims: The franchise may satisfy a claim by repairing or replacing the property (at the franchise's discretion) with materials of like kind and quality. • Constructive Weight of Packed Boxes: When the franchise's liability is based on the weight of the belongings, in the absence of specific information to the contrary, each box shall be deemed to have the following weights: <ul style="list-style-type: none"> ○ Dish-Pack 60 lbs. ○ Boxes- <ul style="list-style-type: none"> ▪ Small 25 lbs ▪ Medium 30 lbs ▪ Large 35 lbs ▪ X-large 45 lbs ○ Wardrobe <ul style="list-style-type: none"> ▪ Short 40 lbs ▪ Tall 50 lbs

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15	<ul style="list-style-type: none"> ● Acknowledgement and Settlement: The franchise will acknowledge each claim in writing within 30 days of receipt. The franchise will pay, decline or make a firm settlement offer in writing within 120 days of receipt of the claim. If the claim can't be settled within the 120 days, the franchise will advise the Customer of the claim status and the reason for the delay at least once every 30 days. ● Salvage: Any part of a shipment that is refused, replaced or cashed out by the franchise becomes the property of the franchise unless other arrangements are made with the Customer. Any items that remain in storage as part of Storage in Transit beyond 30 days and for which the lawful charges have not been paid will be considered the property of the franchise and can be sold or retained by the franchise to satisfy any part, or all, of the charges. <p style="text-align: center;">Item 15: Collection of Charges</p> <p>The franchise requires a deposit of 25% of the estimated costs to reserve a move. The remaining balance, up to 110% of the estimated costs is due prior to delivery. The franchise will not deliver or give up possession of any property until all legal charges have been paid. Acceptable forms of payment include cash, certified funds (cashier's check, money order, etc.) or the following credit cards Visa, Master Card or Discover. If the estimate was non-binding, the maximum amount the Customer will be responsible for prior to delivery is 110% of the estimate plus any required additional charges. Any remaining balance will be billed 30 days after the delivery date. For a binding estimate the Customer will be responsible for the amount of the estimate plus any additional charges.</p> <p>The franchise may require a deposit for moves completed under this tariff.</p> <p>Payment for any move done under this tariff shall be made in US Dollars regardless of the country of origin or destination.</p>
16	<p style="text-align: center;">Item 16: Hourly Charges</p> <p>Those charges that are based on time are calculated by multiplying the listed hourly rate by the time involved. Time will be charged in 15 minute increments as follows:</p> <ul style="list-style-type: none"> ▪ When the time is 15 minutes or fewer, the charge will be for 15 minutes. ▪ When the time is 16 to 30 minutes, the charge will be for 30 minutes. ▪ When the time is 31 to 45 minutes, the charge will be for 45 minutes. ▪ When the time is 45 minutes or longer, the charge will be for 1 hour.
17	<p style="text-align: center;">Item 17: Minimum Charge</p> <p>Moves done under this tariff are subject to a minimum weight calculation of 4,000 lbs. regardless of the actual weight.</p>
18	<p style="text-align: center;">Item 18: Extra Stops</p> <p>At the request of the Customer extra stops may be agreed to by the franchise. Extra stops are defined as more than one pick up and/or drop off location for any number of items. An extra fee will apply to each extra stop as provided in the "Additional Charges" section of this tariff.</p>
19	<p style="text-align: center;">Item 19: Tariff Application</p> <p>For the purposes of this part, the term <i>household goods</i> means 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:</p> <ul style="list-style-type: none"> ▪ 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 ▪ Arranged and paid for by another party

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20	<p>Rates in this tariff may also be applied to moves completed for business consisting of effects and property to be used in the business.</p> <p style="text-align: center;">Item 20: Prohibited and Restricted Items</p> <p>The franchise will not knowingly accept for shipment:</p> <ol style="list-style-type: none"> 1. Any item or material that may contaminate or otherwise damage the shipment, the vehicle, or equipment. 2. Articles which can't be removed from the property without damaging the premises. 3. Perishable articles including refrigerated or frozen foods, live plants, etc. 4. Tanks or bottles designed to contain propane or other flammable gas, including those certified as empty. 5. Explosives or other dangerous articles. 6. Any material prohibited by regulation or for which the franchise does not have the proper authority. <p>Additionally, the franchise will not be responsible for any damage to all or part of the shipment if any of the preceding items are included without their knowledge.</p>
21	<p style="text-align: center;">Item 21: Contract Terms</p> <p>The franchise shall be liable for physical loss of or damage to any articles from external cause while being carried or held in storage-in-transit EXCEPT loss, damage or delay caused by or resulting from:</p> <ul style="list-style-type: none"> • An act, omission or order of the Customer • Defect or inherent vice of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity or changes therein • Hostile or warlike action in time of peace or war • Terrorist activity, including action in hindering or defending against an actual or expected terrorist activity. • Delay caused by strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any person or persons taking part in any such occurrence or disorder, and from loss or damage when the franchise, after notice to the Customer of a potential risk of loss or damage to the shipment from such causes, is instructed by the Customer to proceed with such transportation and/or delivery, notwithstanding such risk. • Acts of God. <p>The franchise's maximum liability shall be either:</p> <ul style="list-style-type: none"> • The lump sum value declared by the Customer, which may not be less than <ul style="list-style-type: none"> ○ \$5,000 or \$4.90 per pound multiplied by the actual weight of the shipment, in pounds, whichever is greater • The actual loss or damage not exceeding sixty (60) cents per pound of the weight of any lost or damaged article when the Customer has released the shipment to the franchise, in writing, with liability limited to sixty (60) cents per pound per article. <p>The franchise shall not be liable for delay caused by highway obstruction, or faulty or impassable highways, or lack of capacity of any highway, bridge or ferry, or caused by breakdown or mechanical defect of vehicles or equipment, or from any cause other than negligence of the franchise; nor shall the franchise be bound to transport by any particular schedule, means, vehicle or otherwise than with reasonable dispatch. The franchise shall have the right in case of physical necessity to forward said property by the franchise or route between the point of shipment and the point of destination.</p> <p>The Customer shall indemnify the franchise against loss or damage caused by inclusion in the shipment of</p>

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	<p>explosives or dangerous articles or goods.</p> <p>If for any reason other than the fault of the franchise, delivery cannot be made at address shown on the face hereof, or at any changed address of which franchise has been notified, the franchise, at its option, may cause articles contained in shipment to be stored in a warehouse selected by it at the point of delivery or at other available points, at the cost of the Customer, and subject to a lien for all accrued tariff charges.</p> <p>If shipment is refused at destination, or if the Customer fails to receive or claim it within fifteen (15) days after written notice by United States mail addressed to the Customer at post office addresses shown on the bill of lading, or if the Customer fails or refuses to pay applicable charges in accordance with the franchise's applicable tariff, the franchise may sell the property at its option, either (a) upon notice in the manner authorized by law, or (b) at public auction to highest bidder for cash at a public sale to be held at a time and place named by the franchise, thirty (30) days notice of which sale shall have been given in writing to Customer, and there shall have been published at least once a week for two consecutive weeks in a newspaper of general circulation at or near the place of sale, a notice thereof containing a description of the property as described in the bill of lading. The proceeds of any sale shall be applied toward payment of tariff charges applicable to shipment and toward expenses of notice, advertising and sale, and of storing, caring for and maintaining property prior to sale, and the balance if any shall be paid to owner of property; PROVIDED that any perishable articles contained in said shipment may be sold at public or private sale without such notices, if, in the opinion of the franchise, such action is necessary to prevent deterioration or further deterioration.</p> <p>A claim for any loss or damage, injury or delay, must be filed in writing with the franchise within nine (9) months after delivery to destination or in case of failure to make delivery, then within nine (9) months after a reasonable time for delivery has elapsed; and suit must be instituted against the franchise within two (2) years and one (1) day from the date when notice in writing is given by the franchise to the Customer that the franchise has disallowed the claim or any part or parts thereof specified in the notice. Where a claim is not filed or suit is not instituted thereon in accordance with the foregoing provisions, the franchise shall not be liable and such a claim will not be paid.</p> <p>The franchise shall not collect, or require a Customer to pay, any published freight charges (including any charges for accessorial or terminal services) when that shipment is totally lost or destroyed in transit. The franchise shall collect, and the Customer shall be required to pay, any specific valuation charge that may be due. This item shall not applicable to the extent that any such loss or destruction is due to the act or omission of the Customer.</p> <p>In the event that any portion, but less than all, of a shipment of household goods is <u>lost or destroyed in transit</u>, the franchise shall, at the time it disposes of claims for loss, damage, or injury to the articles in the shipment, refund that portion of its published freight charges (including any charges for accessorial or terminal services) corresponding to that portion of the shipment which is lost or destroyed in transit. To calculate the charges applicable to the shipment as delivered, the franchise shall multiply the percentage corresponding to the portion of the shipment delivered by the total charges (including accessorial and terminal charges) applicable to the shipment as tendered by the Customer. If the charges computed in the manner set forth above exceed the charges otherwise applicable to the shipment as delivered, the lesser of those charges shall apply. The franchise shall collect, and the shipper shall be required to pay, that portion of any accessorial or terminal services rendered which corresponds to the portion of the shipment not lost or destroyed in transit and any specific valuation charge that may be due. The franchises shall determine, at their own expense, the portion of the shipment not lost or destroyed in transit.</p> <p>Whenever a non-binding shipment is transported on more than one vehicle the franchise delivering such split or divided shipment shall observe the following requirements in the collection of the charges:</p> <ul style="list-style-type: none"> • At the option of the franchise, the collection of the charges attributable to the transportation of the portion of the shipment transported on each vehicle <u>may</u> be deferred until all portions of the shipment are delivered • Providing that the charges for the entire shipment have been determined, the franchise <u>may</u> collect at the time of delivery of any portion of the shipment that percentage of the charges represented by the portion of the shipment delivered

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	<ul style="list-style-type: none"> In the event that the charges due the franchise for the transportation of the entire shipment cannot reasonably be determined at the time any portion of the shipment is tendered for delivery, the franchise shall determine and collect the charges for the portion of the shipment being delivered. The total charges assessed by the franchise for the transportation of the separate portions of the shipment shall not exceed the charges due for the entire shipment.
22	<p style="text-align: center;">Item 22: EFFECTIVE DATE OF RULES, RATES AND CHARGES OF THIS TARIFF</p> <p>Except as otherwise specifically provided in this tariff, all rules, rates and charges in effect on the date shipment is picked up shall apply.</p>
23	<p style="text-align: center;">Item 23: OVERCHARGE, DUPLICATE PAYMENT, OR OVERCOLLECTION CLAIMS</p> <p>The regulations set forth in this rule govern the processing of claims for overcharge, duplicate payment, or over collection for the transportation of property in interstate or foreign commerce by franchises licensed by the Department of Transportation</p> <ul style="list-style-type: none"> “The franchise” means a franchise licensed by the Department of Transportation. “Overcharge” means an overcharge as defined in Sections 204a (6) and 406a (6) of 49 CFR 1008. It also includes duplicate payments and over collections when a dispute exists between the parties concerning such charges. “Duplicate payment” means two or more payments for transporting the same shipment. Where one or more payment is not in the exact amount of the applicable tariff rates and charges, a refund shall be made on the basis of the excess amount over the applicable tariff rates and charges. “Over collection” means the receipt by the franchise of a payment in excess of the transportation and/or accessorial charges applicable to a particular shipment . “Unidentified payment” means a payment which the franchise has received but which the franchise is unable to match with its open accounts receivable or otherwise identify as being due for the performance of transportation services. “Claimant” means any Customer, or its authorized agent, filing a request with the franchise for the refund of an overcharge, duplicate payment, or over collection.
24	<p style="text-align: center;"><u>Item 24: FILING AND PROCESSING CLAIMS</u></p> <ul style="list-style-type: none"> A claim for overcharge, duplicate payment, or over collection shall not be paid unless filed in writing with the franchise that collected the transportation charges. The collecting franchise shall be the franchise to process all such claims. A single claim may include more than one shipment provided the claim on each shipment involves the same tariff issue or authority or circumstances. Claims for overcharge, duplicate payment, or over collection shall be accompanied by sufficient information to allow the franchise to investigate and pay or decline the claim within the time limitations set forth below. Claims shall include the name of the Customer, its file number, if any, and the amount of the refund sought to be recovered, if known. Claims for overcharge shall be accompanied by the original freight bill. Additional information may include, but is not limited to, the following: <ul style="list-style-type: none"> The rate, or weight, claimed to have been applicable Complete tariff authority for the rate, classification, or commodity description claimed Freight bill payment information

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	<ul style="list-style-type: none"> ○ Other documents or data, which is believed by the Customer to substantiate the basis for its claim ● Claims for duplicate payment and over collection shall be accompanied by the original freight bill(s) for which charges were paid as well as by freight bill payment information. ● The failure to provide sufficient information and documentation to allow the franchise to conduct an investigation and pay or decline the claim within the allowable time limitation shall not constitute grounds for disallowance of the claim. ● The franchise shall accept copies instead of the original documents required to be submitted in this section where the franchise is furnished with an agreement entered into by the Customer that indemnifies the franchise for subsequent duplicate claims that might be filed and supported by the original documents.
25	<p style="text-align: center;"><u>Item 24: INVESTIGATION OF CLAIMS</u></p> <ul style="list-style-type: none"> ● Upon receipt of a claim, whether written or otherwise, the processing franchise shall promptly initiate an investigation and establish a file for the claim. <p>In the event the franchise processing the claim requires information or documents in addition to that submitted with the claim, the franchise shall promptly notify the claimant and request the information required. This includes notifying the claimant that a written claim must be filed before the franchise becomes subject to the time limits for settling such a claim.</p>
26	<p style="text-align: center;">Item 26: CLAIM RECORDS</p> <p>At the time a claim is received the franchise shall create a separate file and assign it a claim file number and note that number on all documents filed in support of the claim and all records and correspondence with respect to the claim, including the written acknowledgment of receipt. If pertinent to the disposition of the claim, the franchise shall also note that number on the shipping order and delivery receipt, if any, covering the shipment involved.</p>
27	<p style="text-align: center;">Item 27: ACKNOWLEDGMENT OF CLAIMS</p> <p>Upon receipt of a written claim, the franchise shall acknowledge its receipt in writing to the claimant within 30 days after the date of receipt except where the franchise has paid or declined the claim in writing within that period. The franchise shall include the date of receipt in its written acknowledgment and shall also enter this date on the face of the written claim, which shall be placed in the file for that claim.</p>
28	<p style="text-align: center;">Item 28: DISPOSTION OF CLAIMS</p> <p>The franchise shall pay, decline to pay, or settle each written claim within 60 days after its receipt, except where the Customer and the franchise agree in writing to a specific extension based upon extenuating circumstances. If the franchise declines to pay a claim or makes settlement in an amount different from that sought, the franchise shall notify the claimant, in writing, of the reason(s) for its action citing tariff authority or other pertinent information developed as a result of its investigation.</p> <p>The franchise shall establish procedures for identifying and properly applying all unidentified payments. If a franchise does not have sufficient information with which to properly apply such a payment, the franchise shall notify the payer of the unidentified payment within 60 days of receipt of the payment and request information which will enable it to identify the payment. If the franchise does not receive the information requested within 90 days from the date of notice, the carrier may treat the unidentified payment as a payment in fact of freight charges owing to it. Following the 90-day period, the regular claims procedure under this part shall be applicable.</p>

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	<p>Notice shall be in writing and clearly indicate that it is a final notice and not a bill. Notice shall include: the check number, amount, date, payer's name, and any additional basic information the carrier is able to provide. The final notice also must inform payer that applicable regulations allow the carrier to conditionally retain the payment as revenue in the absence of a timely response by the payer and following the 90-day period the regular claims procedure shall be applicable.</p> <p>Upon the franchise's receipt of information from the payer, the carrier shall, within 14 days: make a complete refund of such funds to the payer; or notify the payer that the information supplied is not sufficient to identify the unapplied payment and request additional information or notify the payer of the carrier's determination that such payment was applicable to particular freight charges lawfully due the carrier. Where no refund is made by the carrier, the carrier shall advise the payer of its right to file a formal claim for refund with the carrier in accordance with the regular claims procedure under this rule.</p>
29	<p style="text-align: center;">Item 29: RATES BASED ON MINIMUM WEIGHT OR MINIMUM VOLUME</p> <p>When transportation charges for shipments of Customers are based on minimum weights or volume, the franchise will indicate on the order for service the minimum weight or volume- base rate, and the minimum charges applicable to the shipment.</p>
30	<p style="text-align: center;">Item 30: INACCESSIBLE LOCATIONS</p> <p>It is the responsibility of the Customer to remove or place property from or to attics, basements and other locations, and to make property available to the franchise where the location of property and goods to be shipped or delivered:</p> <ul style="list-style-type: none"> • Are not accessible by a permanent stairway (does not include ladders of any type) • Are not adequately lighted • Does not have a flat continuous floor • Does not allow a person to stand erect <p>If the Customer requests and the franchise agree to removal or placement of property from or to such areas not readily accessible labor charges will apply for this service.</p>
31	<p style="text-align: center;">Item 31: INVENTORY OF ITEMS VALUED IN EXCESS OF \$100.00 PER POUND PER ARTICLE</p> <p>When transportation is performed under the provisions 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 shall contain the following minimum information:</p> <p>HIGH VALUE INVENTORY FORM</p> <p style="text-align: center;">(CARRIER NAME) (Carrier address and telephone number)</p> <p>ALL ITEMS INCLUDED IN YOUR SHIPMENT THAT ARE CONSIDERED TO BE OF EXTRAORDINARY (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 HAVING A VALUE GREATER THAN \$100.00 PER POUND. TYPICAL HOUSEHOLD GOODS ITEMS THAT FREQUENTLY HAVE A VALUE IN EXCESS OF \$100 PER POUND PER ARTICLE ARE: CURRENCY, COINS, JEWELRY, GEMS, ART, OTHER ITEMS MAY ALSO FALL INTO THIS CATEGORY AND MUST BE IDENTIFIED AS WELL.</p> <p style="text-align: center;">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</p>

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33	<p>Except as may otherwise be specifically provided for, the Additional Service rates and charges provided apply throughout the state of Kansas and are in addition to all other rates in the tariff.</p> <p>Transportation charges apply based on the actual weight of the shipment plus the oversize charges, when applicable, subject to the minimum weights provided in the rules of the tariff.</p> <p style="text-align: center;">Item 33: OVERSIZED ARTICLE CLASSIFICATIONS</p> <p>When a shipment includes oversized articles as listed below, an additional loading and unloading charge will apply, subject to the terms of this tariff (charge does not apply to articles capable of being safely hand-carried by one person):</p> <ul style="list-style-type: none"> ● Riding mowers, tractors, go-carts, golf carts, motorcycles ● Large screen TVs 60 inch screen or larger ● Organs, Pianos, fire proof filing cabinet or safes ● Playhouses, Dollhouses, Tool Sheds ● Bath tubs, hot tubs, Jacuzzis