



Interstate Household Goods Tariff

Effective: 08/01/2025

DOT#: 4494951

ICC/MC#: 1777419



INTERSTATE HOUSEHOLD GOODS TARIFF

DOT # 4494951
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Effective Date

This Tariff is effective as of August 8, 2025

Introduction

This document contains the terms and conditions and governing provision of the interstate motor carrier's operations. The rates, list of services, and other charges, and record log of rate increases or decreases is kept in the addendum section or in electronic format and maybe accessed and printed as a hard copy through the company's internal system. The electronic schedule of rates and services log, if any, is incorporated by referenced into this document containing the terms and conditions of the tariff. To access a complete listing of up-to-date rates, service charges or price adjustments please see addendum section of this document or print out the tariff rate adjustment log. Tariff rates and services may be changed on a regular, nondiscriminatory, basis so long as proper record keeping is maintained.

This tariff document governs all sections of this tariff unless otherwise provided within individual sections. Except as otherwise provided herein, the rates named in this tariff include one pickup and loading at point of origin and one delivery and unloading at point of destination.

Note: this interstate tariff is published exclusive for Pursuant to 49 USC § 13702, transportation rates in this tariff apply only on the movement of household goods, as defined in 49 CFR § 1310.1(c), in common carriage by motor vehicle over irregular routes and in interstate commerce pursuant to the operating authority issued to the carrier by the United States Federal Motor Carrier Safety Administration. Tariff rates/prices for line haul and accessorial services must NOT be randomly or individually discounted. Motor carriers may not charge or receive different rates/prices for services other than the rates/prices specified in this document. This includes offering a discount or returning part of the rate to a customer. However, amendments or changes to tariff rates/prices, properly documented, may be used to change the rates/prices for services; this is the only form of "discounting" that may be permissible. Under this method careful record keeping must be used to follow the law. (49 USC section 13702(a)(2)). Each time you adjust a term or rate in the tariff you must document the change and effective date.



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Shipping Documents

All Bills of Lading, Orders for Service, Valuation Addendum, Post Contract Services Order form, Packing Materials Order form and other shipping documents used by the carrier are applicable to this tariff and incorporated by reference.

Rate Adjustments

Carrier can provide a properly documented tariff adjustment/discount up to +/- 80% on top of the rates listed below based on time of year, availability of vehicles, origin and destination, promotions, specials, coupons, road conditions, weather, etc. Each tariff adjustment/discount, and the means of calculation, must be published as an amendment to the governing tariff in accordance with FMCSA and STB regulations.

Notice of Availability

Please note that as required by federal law governing interstate domestic carriers of household goods, specifically 49 CFR section 375.213(a)(3) and 49 USC section 13702(c)(1), this tariff is available for inspection/viewing upon reasonable request made by consumer shippers. Moreover, the tariff shall always be made available to any representatives of the United States Department of Transportation, Federal Motor Carrier Safety Administration, or Surface Transportation Board. Consumer shippers: To inspect/view this tariff and its provisions please contact the moving company which will accommodate a reasonable request.

Brokers

Subject to Federal Law Carrier is authorized to undertake moves that were booked by licensed brokers. Under the terms of the agreement between the Broker and Carrier ("409 agreement") Carrier shall adopt the broker's estimate as their own. Rates charged by the broker shall be based upon carrier's tariff rates which are incorporated by referenced into this document.



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Tariff Compliance Update

Motor carriers are required to conduct their operations in compliance with the FMCSA and STB regulations and follow the tariff terms, conditions, and prices. Any changes to the terms or prices must be documented in the tariff book and made available for inspection upon reasonable request. Page 1 of the tariff contains a blank line where the carrier is required to insert the "effective date" of when the price, term, or adjustment becomes effective. Please make certain to write in the effective date on Page 1. Additionally, tariff rates/prices for line haul and accessorial services must NOT be randomly or individually discounted. Motor carriers may not charge or receive different rates/prices for services other than the rates/prices specified in the tariff. This includes offering a discount or returning part of the rate to a customer.

Amendments, adjustments, or changes to tariff rates/prices, properly documented, may be used to change the rates/prices for services; this is the only form of "discounting" that may be permissible. Under this method careful record keeping must be used to follow the law. (49 USC section 13702(a)(2)). Each time an adjustment to a term or rate in the tariff is made it must be documented and the effective date updated. Motor carriers are required to operate in strict adherence to the tariff prices, terms, and conditions.

Anti-Trust Guide

The motor carrier, its partners, agents, representatives, affiliates, and legal counsel intend to conduct their affairs in compliance with the antitrust laws of the United States and, as applicable, the antitrust laws of the states within the United States and the antitrust/competition laws of other countries (generally, "Antitrust Laws"). The Antitrust Laws are intended to preserve and promote free, fair, and open competition. This competition benefits consumers and companies that are innovative and efficient. It is understood and intended that the motor carrier will create and customize its tariff in the exercise of the carrier's independent business judgment. A violation of the Antitrust Laws can have serious consequences. Accordingly, its partners, agents, representatives, affiliates, and legal counsel hereby agree to the following antitrust guidelines ("Guidelines"), as guidance in connection with use of this custom interstate tariff.

This custom interstate tariff is not intended to restrain competition. The design of this custom interstate tariff is intended to foster competition and to benefit consumers.

The motor carrier, its partners, agents, representatives, affiliates, and legal counsel shall not communicate or coordinate efforts for the purpose of bringing about or attempting to bring about any understanding or agreement, written or oral, formal, or informal, express, or implied, between or among competitors with regard to tariff rates, terms or conditions of sale, volume of sales, territories, customers, or credit terms.

In connection with the use of this custom interstate tariff, there shall be no discussion, communication, agreement or disclosure among any parties that are actual or potential competitors, regarding their tariffs, rates, discounts, terms and conditions of sale, pricing methods, profits, profit margins, cost data, production plans, market share, sales territories or markets, allocation of territories or customers, or any limitation on the timing, cost or volume of their research, production or sales.

Motor carrier is obligated and expected to exercise its independent business judgment in establishing its tariff rates for services dealing with its customers and suppliers and choosing the markets in which it will compete.

Motor carrier or its partners, agents, representatives, affiliates, and legal counsel shall not enter into any agreement or understanding to refrain from, or to encourage others to refrain from purchasing any equipment, service, raw materials, products or other supplies from any supplier or vendor, or to refrain from otherwise dealing with any supplier or vendor.



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Motor carrier or its partners, agents, representatives, affiliates, and legal counsel shall not attempt to prevent any person or entity from gaining access to any market or customer for services or attempt to prevent any person or entity from obtaining a supply of services or otherwise purchasing services freely in the market.

Legal Notice

Moving companies must charge customers the exact rates from the tariff. No services may be offered to a customer which are not provided for in the tariff. Moving company may not charge a customer more or less than the tariff rate. All charges for services provided to a customer must exactly match the rates of the tariff. For example, if a tariff does not designate charges for long carry or stairs, then the moving company cannot charge a customer for those services. Changes to prices and the addition of new services may only be added to a tariff if properly documented and published.

A moving company's tariff must be published and made available to any shipper who makes a reasonable request to view it. Tariffs must be kept updated and available to any representative of the D.O.T. who makes a request to view it. Moving companies must provide written notice to customers of the availability of the tariff. Tariff rates for line haul and accessorial services must not be randomly discounted. Uniform discounts, properly documented, may be applied to the fixed tariff rates. Moving companies may not charge or receive different rates for services other than the rates specified in the tariff. This includes not offering or returning a discount or part of the rate to a customer. Penalties for violating tariff provisions by either overcharging or undercharging are both civil and criminal. Any person who charges rate over or under the tariff rate shall be liable for a civil penalty of up to \$100,000.00 for each individual violation. Criminal violations for any person who charges a rate over or under the tariff rate can be subject to criminal charges and penalties. Criminal penalties for tariff violations include financial fine and/or a sentence to prison for up to two (2) years for each individual violation. Moving companies who use agents or subcontractors to perform services can be held civilly and criminally liable for the actions of their agents. For example, if an agent or a subcontractor hired by a moving company charge for a service or charges a rate different than the rate specified in the tariff, then the moving company can be held responsible for the violation both criminally and civilly.

49 USC § 13702(a)(2): The carrier may not charge or receive a different rate than specified in the tariff

49 USC § 13702(a)(2): The carrier may not charge or receive a different compensation for the transportation service than the rate specified in the tariff, whether by returning [discounting] a part of that rate to a person, giving a person a privilege [discount], allowing the use of a facility that affects the value of that transportation or service, or another device.

49 USC § 14903(a): Civil Penalty for Undercharging and Overcharging. - A person that offers, grants, gives, solicits, accepts, or receives by any means transportation or service provided for property by a carrier subject to jurisdiction under chapter 135 at a rate different than the rate in effect under section 13702 is liable to the United States for a civil penalty of not more than \$100,000 for each violation.

49 USC § 14903(b): (b) General Criminal Penalty. - A carrier providing transportation or service subject to jurisdiction under chapter 135 or an officer, director, receiver, trustee, lessee, agent, or employee of a corporation that is subject to jurisdiction under that chapter, that willfully does not observe its tariffs as required under section 13702, shall be fined under title 18 or imprisoned not more than 2 years, or both.

49 USC § 14903(c): Actions of Agents and Employees. - When acting in the scope of their employment, the actions and omissions of persons acting for or employed by a carrier or shipper that is subject to this section are the actions and omissions of that carrier or shipper as well as that person.



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Linehaul/Transportation Charges

Transportation "Line haul" charges within the 49 contiguous states of the United States: All line haul rates are based on the actual weight of the property moved, or cubic feet occupied on the transport vehicle, or an hourly rate charge. If based upon weight, then actual weight is determined by the certified weight certificates.

All Motor Service to or from Alaska, Puerto Rico, Guam, U.S. Virgin Islands, and Hawaii: Carrier has authority to transport shipments to all states and territories outside the 49 contiguous states. See motor carrier's rate schedule addendum for a schedule of services, rates, and terms for these services.

Conversion: Conversion to weight from cubic feet, and vice versa, will be based on a multiple of 7. Example: 1,400 lbs. will be charged at a rate equal to [1,400 lbs. ÷ 7 = 200 cuft] 200 cuft. will be charged at a rate equal to [7 x 200 cuft. = 1,400 lbs.]

Carrier can provide a properly documented tariff adjustment/discount up to +/- 80% on top of the tariff rates based on time of year, availability of vehicles, origin and destination, promotions, specials, coupons, road conditions, weather, etc. Each tariff adjustment/discount, and the means of calculation, must be published as an amendment to the governing tariff.

In accordance with Section 4203(d) of the Household Goods Mover Oversight Enforcement and Reform Act of 2005, the Carrier will not unload the goods to the shipper under all the costs associated with the impracticable operations were paid unless the costs of all such operations exceed 15% of the other transportation costs. In such case that the impracticable operations charges are greater, the carrier must relinquish possession upon payment of 115% of the other transportation costs, then bill the balance 30 days later.

Weighing & Weights:

Carriers transporting shipments on a weight-based estimate shall determine the weight of each shipment transported prior to the assessment of any charges depending on the weight. Estimates to charges based on estimated weight are allowed. The shipper has the right to view the weighing but must make this request to carrier prior to the weighing so the carrier may give notice of the time and location where the vehicle will be weighed. Carrier may substitute manufacturer's weight for automobiles, trucks, vans, campers, boats, and other similar vehicles or bulky items in lieu of obtaining separate weight certificates for those articles. Weight certificates shall be administered and maintained in compliance with federal law.

Carriers transporting shipments on a non-binding estimate shall determine the weight of each shipment transported prior to the assessment of any charges depending on the shipment weight. Except as otherwise provided in this item the weight shall be obtained on a scale meeting the definition of a certified scale as provided in 49 CFR 1056.1 (b)(4).

Weighing Procedure:

a. Except as otherwise provided in this item, the weight of each shipment shall be obtained by determining the difference between the tare weight of the vehicle on which the shipment is to be loaded prior to the loading and the gross weight of this same vehicle after the shipment is loaded; or, the gross weight of the vehicle with the shipment loaded and the tare weight of the same vehicle after the shipment is unloaded.



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- b. At the time of both weighing's the vehicle shall have installed or loaded all pads, dollies, hand trucks, ramps and other equipment required in the transportation of such shipments. Neither the driver nor any other persons shall be on the vehicle at the time of either weighing.
- c. The fuel tanks on the vehicle shall be full at the time of each weighing or, in the alternative, no fuel may be added between the two weighing's when the tare weighing is the first weighing performed.
- d. The trailer of a tractor- trailer vehicle combination may be detached from the tractor and the trailer weighed separately at each weighing providing the length of the scale platform is adequate to accommodate and support the entire trailer at one time.
- e. Shipments weighing 1,000 pounds or less may be weighted on a certified platform or warehouse scale prior to loading for transportation or subsequent to unloading.
- f. The net weight of shipments transported in containers shall be the difference between the tare weight of the container, including all pads, blocking, and bracing used or to be used in the transportation of the shipment and the gross weight of the container with the shipments loaded therein.
- g. The shipper or any other person responsible for payment of the freight charges shall have the right to observe all weighing of the shipment. The carrier must advise the shipper, or any other person entitled to observe the weighing of the time and specific location where each weighing will be performed and must give that person a reasonable opportunity to be present to observe the weighing. Waiver by a shipper of the right to observe any weighing or reweighing is permitted and does not affect any rights of the shipper under these regulations or otherwise.
- h. Carrier may substitute manufacturer's weight for automobiles, trucks, vans, campers, boats, and other similar vehicular or bulky articles in lieu of obtaining separate weight tickets on these articles whenever such articles are included within a shipment. Manufacturer's weight will be obtained from either the Branham Automobile Reference Book, the National Automobile Dealers Association (N.A.D.A.) Official Used Car Guide (the "Guide"), or from other appropriate reference sources of manufacturer's weight, or the shipper may provide carrier with copies of manufacturer's documents evidencing the weight of the article included in a shipment.

Every weight ticket must be signed by the person performing the weighing and must contain the following minimum information:

- a. The complete name and location of the scale.
- b. The date of each weighing.
- c. Identification of the weight entries thereon as being the tare, gross and/or net weights.
- d. The company or carrier identification of the vehicle.
- e. The last name of the shipper as it appears on the Bill of Lading.
- f. The carrier's shipment registration or Bill of Lading number.
- g. The original weight ticket or tickets relating to the determination of the weight of a shipment must be retained by the carrier as part of the file on the shipment. All freight bills presented to collect any shipment charges dependent on the weight transported must be accompanied by true copies of all weight tickets obtained in the determination of the shipment weight.

Addl. Weight/Cuft. Over-Estimate

Additional pounds or cubic feet over the estimate will be charged at the same rate based of the estimate based on tariff rates, unless otherwise specified in writing by an addendum to the tariff.

Fuel

There will be a fuel surcharge for each order, unless otherwise specified in writing by an addendum to the tariff.



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1. On the first Monday of each calendar month, the “national U.S. average” price per gallon of diesel fuel will be determined based on the price stated by the U.S. Department of Energy (DOE), Energy Information Administration’s (EIA) survey of “Retail On-Highway Diesel Prices.” This price will be obtained by the DOE Internet web site at www.eia.gov
2. If the first Monday of the calendar month is a Federal holiday, the price will be determined based on the stated DOE price available on the next subsequent business day (Tuesday).
3. The DOE fuel price obtained will then be indexed based on the fuel price/adjustment factor matrix set forth in this item to determine the Fuel Cost Price Adjustment that will become applicable on the fifteenth (15th) day of the same month. The adjustment determined will apply for shipments loaded beginning on the 15th day of the month and remain in effect through the 14th day of the following month starting from the effective date of this item. For example, if the reported price of self-service diesel fuel determined on Monday, June 5th is \$1.599 per gallon, a two (2.0%) percent Fuel Cost Price Adjustment will apply for shipments loaded as of June 15th through July 1st. Then, if the reported price of diesel fuel on Monday, July 3rd increases to \$1.749 per gallon, a three (3.0%) percent Fuel Cost Price Adjustment will apply for shipments loaded as of July 15th through August 14th.
4. Notwithstanding any other provisions of the tariff, the Fuel Cost Adjustment WILL APPLY to the transportation charges applicable on SIT shipments when such shipments are delivered to or removed from the storage-in-transit location during the period that a Fuel Surcharge is in effect.

Note 1: If the DOE fuel price per gallon exceeds \$4.999, the 24% fuel surcharge, subject to paragraphs 1 through 4 herein, will be increased by an additional 1% for every fifteen (\$0.15) cents, or fraction thereof, per gallon increase in the price above \$4.999 per gallon.

Note 2: Notwithstanding any other provisions of the tariff, the Fuel Cost Adjustment Factor WILL APPLY to transportation charges applicable on storage-in-transit shipments when such shipments are delivered to or removed from the storage-in-transit location during the period that the Fuel Cost Adjustment Factor is in effect.

Note 3: The Fuel Cost Adjustment Factor WILL BE SHOWN SEPARATELY from the linehaul revenue on carrier transportation documents for the purpose of identifying the amount as special fuel related revenue.

Note 4: Fractions obtained in the calculation of the Fuel Cost Adjustment Factor will be disposed of as provided in Item 21 of this tariff.

Additional or Special Services

It is customary for interstate movers to offer price and service options. The total costs of the move may be increased if shipper has additional or special services. Before shipper agrees to have the shipment moved under a Bill of Lading providing for additional or special services, they should have a clear understanding with Carrier of what the additional costs will be. Shipper should always consider that they may find other carriers who can provide the required services without requiring additional charges. One such service is space reservation. If shipper agrees to have the shipment transported under a space reservation agreement, they are required to pay for a minimum number of cubic feet/weights of space in the moving van regardless of how much space in the van is actually occupied by the shipment. To utilize space on the truck it is customary for a shipment to be moved with multiple customers’ shipments. Additionally, at times it is necessary for the mover to reload the shipment onto a different truck from the one the shipment was originally loaded onto or to temporarily place the shipment into a storage unit prior to the delivery unless otherwise indicated in writing. Subcontractors may be used to transport the goods. If the shipment is refused on or before time of delivery, then the shipper may be required to pay additional storage fees and the charges associated with re-delivering the property. Payment must be collected in accordance with governing federal law. All special services are to be performed at the discretion of the carrier; special services may be refused to be offered at the discretion based upon, but not limited to, concerns over safety, not having proper equipment or tools, poor weather conditions, other hazardous conditions, etc.



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Space Reservations

If shipper agrees to have the shipment transported under a space reservation agreement, they are required to pay for a minimum number of cubic feet/weights of space in the moving van regardless of how much space in the van is actually occupied by the shipment.

Exclusive Use of a Vehicle

A commercial moving van with a 25,999 GVWR having a length of at least 26 feet shall be filled with only the one shipper's goods and not to be shared with any other shipper, irrespective of volume or weight of the sole shipper's order. Provided no other surcharge - this \$20,000 surcharge will still increase if there are accessorial charges including elevators, long carry, shuttle, waiting time, unwrapping or disposal costs, appliance servicing, etc. The cost of this exclusive use service is \$20,000.00 when the delivery is interstate and NOT picked up AND delivered to the following states: AZ, CA, ID, UT, NM, CO, OR, NV, or WA. Carrier does not offer this service to shipments to or from HI or AK.

Origin & Destination Surcharges

Service fee surcharge for interstate shipments of household goods.

Warehouse Pickup & Delivery

Except as otherwise provided herein, if shipment is delivered to or picked up at a warehouse (including self-storage/mini-warehouse locations), the charges for transportation include only the unloading or loading at door, platform, or other point convenient or accessible to the vehicle.

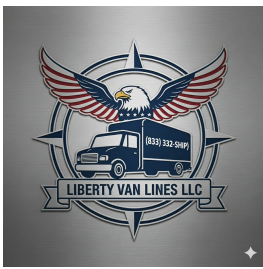
Accessorial Services / Bulky Items

Carrier may, at its discretion may offer and charge for accessorial services and other bulky items are shipped at an additional special service charge. Note: Carrier can provide a properly documented tariff adjustment/discount up to +/- 80% on top of the tariff rates based on time of year, availability of vehicles, origin and destination, promotions, specials, coupons, road conditions, weather, etc. Each tariff adjustment/discount, and the means of calculation, must be published as an amendment to the governing tariff. Accessorial services and other bulky items offered, if any, will be listed in the accessorial services addendum to the tariff.

Hoisting, Lowering, Rigging

This service is not always available. The carrier will only move property by means of rigging, hoisting, or lowering or raising at their discretion based on the factors of providing a safe environment and practicality of the job. If those services are required to make pick up or delivery, but cannot be performed, the carrier must only bring the specific items of property to nearest point to the destination as practicable and at the carrier's sole discretion without lowering, hoisting, or rigging.

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



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Disassembly & Reassembly

The linehaul transportation rates do not include removing any article embedded in the ground, wall, or secured to a building, nor assembling or disassembling of any items such as steel utility cabinets, swing sets, slides, sky rides, jungle gyms, or other outdoors articles similar in nature. Moreover, items will only be disassembled and reassembled if the carrier's employees, agents, or subcontractors have the proper tools on hand to do the job and doing so will not cause risk to property or person. Also, carrier or its employees, agents, or subcontractors will not be required to reassemble any property where the materials such as screws, nails, fasteners of any kind are missing, whether the fault of the carrier or the shipper. Items that will not be re-assembled at delivery under any circumstances include, cribs, weight or exercise equipment, toys, appliances, desks, particle board furniture, patio or garden furniture, spas, mechanical or electronic items, outdoor play sets, etc.

Guaranteed Services

This service is not always available. Unless otherwise specified in writing and incorporated by referenced into this tariff carrier does not offer a delivery service other than the 30-business day outside delivery period/window guarantee as explained further below. This service is not always available. Unless otherwise specified in writing and incorporated by referenced into this tariff carrier does not offer a delivery service other than the 30-business day outside delivery period/window guarantee as explained further below.

Exclusive Use

Unless otherwise stated in writing, a shipper's property could be consolidated with other customer's property on the same truck while transported. Unless "exclusive use of vehicle" service is ordered the property will not stay on the same truck that performed the pickup. To help organize and consolidate shipments it is not unusual that the property will be offloaded, temporarily stored, and then transported on different trucks or by subcontractors. Exclusive use of vehicle service is offered exclusively at the discretion of carrier.

Stop-off's

Portions of a shipment moving in interstate commerce may be picked up or delivered at one or more places of origin, destination, or en route. Except as otherwise provided herein, charges will be for total weight of entire shipment for total distance via points of pickup or delivery or both from first point of pickup to final point of delivery, plus additional service charges applicable to each portion of the shipment. The total charges 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. NOTE: Nothing in this tariff shall be construed to apply on shipments or portions of shipments that both pickup and deliver within the same state, in intrastate commerce.

Expedited Services

This service is offered exclusively at the discretion of the carrier at a rate as incorporated by referenced into this tariff. This service is available when a shipper needs a rush pickup. Delivery is completed in the standard delivery window.



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Valuation

Option 1: Default level - Replacement, Full Value Protection (FVP)

This is the most comprehensive plan available for protection of the goods. If any article is lost, destroyed, or damaged while in the mover's custody, the mover will, at its option, 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. Under Full (Replacement) Value Protection, if you do not declare a higher replacement value on this form prior to the time of shipment, the value of your goods will be deemed to be equal to \$6.00 multiplied by the weight (in pounds) of the shipment, subject to a minimum valuation for the shipment of \$6,000. Under this option, the cost of your move will be composed of a base rate plus an added cost reflecting the cost of providing this full value cargo liability protection for your shipment. The rate per pound minimum valuation rate may be increased annually by your mover based on changes in the household furnishings element of the Consumer Price Index established by the U.S. Department of Labor's Bureau of Labor Statistics.

Option 2: Released Value

This is the most economical protection option available. This no-additional-cost option provides minimal protection. Under this option, the mover assumes liability for no more than 60 cents per pound (\$1.32 cents per kilogram), per article. Loss or damage claims are settled based upon the pound (kilogram) weight of the article multiplied by 60 cents per pound (\$1.32 cents per kilogram). For example, if the mover lost or destroyed a 10-pound (4.54-kilogram) stereo component valued at \$1,000, the mover would be liable for no more than \$6.00. Obviously, shipper should think carefully before agreeing to such an arrangement. There is no extra charge for this minimal protection, but you must sign a specific statement on the bill of lading agreeing to it.

Under both liability options, movers are permitted to limit their liability for loss or damage to articles of extraordinary value, unless you specifically list these articles on the shipping documents. An article of extraordinary value is any item whose value exceeds \$100 per pound (\$220 per kilogram). Shippers should ask mover for a complete explanation of this limitation before your move. It is shipper's responsibility to study this provision carefully and make the necessary declaration. These optional levels of liability are not insurance agreements governed by State insurance laws, but instead are authorized under Released Rates Orders of the Surface Transportation Board of the U.S. Department of Transportation. In addition to these options, some movers may also offer to sell, or procure for the shipper, separate liability insurance from a third-party insurance company when the shipper releases the shipment for transportation at the minimum released value of 60 cents per pound (\$1.32 per kilogram) per article (option 2). This is not valuation coverage governed by Federal law, but optional insurance regulated under State law. If the shipper purchases this separate coverage and the mover is responsible for loss or damage, the mover is liable only for an amount not exceeding 60 cents per pound (\$1.32 per kilogram) per article, and the balance of the loss is recoverable from the insurance company up to the amount of insurance purchased. The mover's representative can advise you of the availability of such liability insurance, and the cost. If the shipper purchases liability insurance from or through the mover, the mover is required to issue a policy or other written record of the purchase and to provide you with a copy of the policy or other document at the time of purchase. If the mover fails to comply with this requirement, the mover becomes fully liable for any claim for loss or damage attributed to its negligence.



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Valuation Statement

The consumer shipper hiring a moving company must sign a statement (Valuation Statement) either: (1) declaring a total value for a shipment; or (2) electing the 60-cents option. In addition, moving companies must inform shippers of their rights and obtain a signed waiver if the shipper elects anything other than full-value protection. A consumer shipper may voluntarily waive full-value protection as part of the Valuation Statement. The following notice shall be placed on each estimate provided to the consumer shipper: The following notice shall be placed in a prominent place, in at least 12-point type, on a moving company's required written estimate (if printed). If the estimate is provided electronically, this statement must be of a size that, when printed on 8 by 12-inch paper, equates to 12-point type.

WARNING: If a moving company loses or damages your goods, there are 2 different standards for the company's liability based on the types of rates you pay. BY FEDERAL LAW, THIS FORM MUST CONTAIN A FILLED-IN ESTIMATE OF THE COST OF A MOVE FOR WHICH THE MOVING COMPANY IS LIABLE FOR THE FULL (REPLACEMENT) VALUE OF YOUR GOODS in the event of loss of, or damage to, the goods. This form may also contain an estimate of the cost of a move in which the moving company is liable for FAR LESS than the replacement value of your goods, typically at a lower cost to you. You will select the liability level later, on the bill of lading (contract) for your move. Before selecting a liability level, please read "Your Rights and Responsibilities When You Move," provided by the moving company, and seek further information at the government website www.protectyourmove.gov.

Full (Replacement) Value Protection is the most comprehensive plan available for protection of your goods. If any article is lost, destroyed, or damaged while in your mover's custody, your mover will, at its option, 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. Under Full (Replacement) Value Protection, if you do not declare a higher replacement value on this form prior to the time of shipment, the value of your goods will be deemed to be equal to \$6.00 multiplied by the weight (in pounds) of the shipment, subject to a minimum valuation for the shipment of \$6,000. Under this option, the cost of your move will be composed of a base rate plus an added cost reflecting the cost of providing this full value cargo liability protection for your shipment. NOTE: Valuation coverage rates do not include line haul service charges.

Valuation Coverage		Valuation Amount (excluding linehaul rate)		
If \$6.00 times the weight OR if the lump sum declared value amount is:	Then the maximum valuation is:	\$250 Deductible	\$500 Deductible	\$1,000 Deductible
\$6,000	\$6,000	\$375	\$365	\$335
\$6,001 - \$10,000	\$10,000	\$595	\$565	\$525
\$10,001 - \$15,000	\$15,000	\$775	\$765	\$725
\$15,001 - \$25,000	\$25,000	\$1,425	\$1,325	\$1,225
\$25,001 - \$75,000	\$75,000	\$2,525	\$2,325	\$2,125
\$75,001 - \$100,000	\$100,000	\$3,825	\$3,625	\$3,225
\$100,001 - \$150,000	\$150,000	\$5,825	\$5,675	\$5,125
\$15,001 - \$200,000	\$200,000	\$7,825	\$8,675	\$8,125
\$200,001 OR MORE		\$5.70 per \$100	\$5.50 per \$100	\$5.20 per \$100

Declaration of Article(s) of Extraordinary (Unusual) Value

Language to be used if a shipper wishes to declare articles of extraordinary value: "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



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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(s) (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 may be made, on the attached inventory."

Filing of Claims

Carrier shall accept for processing all claims for loss or damaged goods submitted in writing within 9 (nine) months after the date the goods are delivered. Valuation of claim will be based on the limitations of liability selected by the consumer shipper on the bill of lading valuation addendum (Full value replacement or limited liability of \$0.60 per pound per article) subject to the Surface Transportation Board's Docket No. RR-999, amendment No.5. Carrier must acknowledge receipt of written claims within 30 days, and then must within 120 days pay, deny, or make a settlement offer or advise shipper of the status of the claim as well as the reason for any delay in the resolution of the claim. When the claim processing is delayed, the carrier must advise the shipper in writing of what information it is missing from the claim. Once it has obtained all the information needed to process the claim, carrier must inform the shipper of the status of the claim at least every 60 days until the process is completed. It is solely the shipper's responsibility to inspect and indicate damaged or missing items on the inventory logs at time of delivery. Valuation of claim will be based on those indications subject to the limitations of liability as described on the Bill of Lading. Liability for the moving company will be in accordance with the liability option the shipper contracts for.

Claims Procedures:

Claim for damaged or missing property

The carrier shall not be liable for the loss or destruction of, or missing goods, or damage of goods tendered hereunder or any part thereof unless claim is made in writing supported by proof of ownership, together with substantiation of value, and weight. Moreover, as a condition precedent, all outstanding monies due to the mover must be paid in full before a claim can be submitted to the company within 9 (nine) months after the date the goods are delivered, or demand thereof refused and must be limited to the destination descriptions of damage indicated on the inventory logs at the time of delivery. It is solely the shipper's responsibility to inspect and indicate damaged or missing items on the inventory logs at time of delivery. Valuation of claim will be based on those indications subject to the limitations of liability as described on the Bill of Lading valuation addendum. Liability for the moving company will be in accordance with the liability option the shipper contracts for.

Claims in Writing Required: A claim for loss, damage, injury, or delay will not be voluntarily paid by a carrier unless filed in writing with the receiving or delivering carrier, or carrier issuing the bill of lading, or carrier on whose line the alleged loss, damage, injury, or delay occurred, within the specified time limits applicable thereto and as otherwise may be required by law, the terms of the bill of lading or other contract of carriage, and all tariff provisions applicable thereto.

Minimum Filing Requirements: A communication in writing from a claimant filed with carrier within the time limits specified in the bill of lading or contract of carriage or 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.

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 carriers or their inspection



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agencies, whether the extent of loss or damage is indicated in dollars and cents or otherwise will, standing alone, not be considered by carriers as sufficient to comply with the minimum claim filing requirements specified.

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. It 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 will have been filed in accordance with the provision

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.

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

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), either the original paid bill for transportation service or a photographic copy thereof, and for each article, the nature and extent of such damage, the basis for the amount claimed, i.e., date article purchased, original cost, amount of depreciation, actual cash value at time of loss or damage and, in the case of damage, a repair estimate.

Verification of loss: When an asserted claim for loss of an entire package 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.

Constructive weight of packed interior 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 an interior shipping container, in the absence of specific evidence to the contrary, such interior shipping container will be deemed to have the following weight:

<u>Container</u>	<u>Weight</u>
DRUM, DISH-PACK	60
CARTONS:	
Less than 3 cu. ft.	25
More than 3 cu. ft. but less than 4-1/2 cu. ft.	30
More than 4-1/2 cu. ft. but less than 6 cu. ft.	35
More than 6 cu. ft. but less than 6-1/2 cu. ft.	45
6-1/2 cu. ft. and over	50
Wardrobe Carton	50
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

NOTE 1: Cartons containing books or phonograph records will be deemed to weigh 50 pounds.



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NOTE 2: Cartons containing lamp shades will be deemed to weigh 10 pounds.

NOTE 3: Items not identified on the inventory as to contents will be settled for the heaviest weight on the schedule for the container.

Claim Form Processing

Once we have received your claim form, our claims department will gather all the shipping documents relating to your move and review the liability options you selected. Depending on when your move took place, our claims department may have to wait until the shipping documents are returned to our main office to process your claim. Once all the shipping documents have been received, the claims department will review the liability option selected and then go through each of your items claimed damaged or missing one by one. To save time please send in any photographs you may have of the damaged items at the same time you send in your claim form. Photographs are not always necessary, but they can be very helpful. If you do not send in photographs and the claims department determines that they need them, then they may send a request to you asking for them. This may delay the evaluation process. Please also note that we are not responsible for any costs associated with photographs, documentation, estimates, mailing, telephone calls or other expenses you may incur while your claim is being processed.

Claims Decisions

When the claims department has finished evaluating your claim, the evaluation recommendation will be reviewed with a manager and notice of the claims department's decision will be mailed to the customer. This decision may include the departments reasoning and amount offered for the claims. Along with the decision notice, the department will send a claims release document indicating the amount to be paid to the customer. Once we have received back the signed claims release document, we can finish the processing of your claim. Once your signed claims release form has been received by our claims department, a check request will be issued. Our claims department will issue the check request and then accounting will process the check mail payment to the customer.

Acknowledgment 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 or the carrier's agent. Carrier will at the time such claim is received, cause the date of receipt to be recorded on the claim. 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 thereof, the carrier, will at that time and the expiration of each succeeding 60-day period while the claim remains pending, advise the claimant in writing of the status of the claim and the reasons for the delay in making final disposition thereof.

Salvage

Whenever property transported by a carrier is damaged or alleged to be damaged and is, as a consequence thereof, not delivered or is rejected or refused upon tender thereof 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 therein, 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 therein. 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 claim, if any filed thereon. 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 claim, if any claim is filed thereon.

Upon receipt of a claim on a shipment on which salvage has been processed in the manner herein before described, carrier will record in its claim file thereon 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



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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 the carrier or one or more of its directors, officers, or managers has any interest, financial or otherwise, that carrier's salvage records shall fully reflect the particulars of each such transaction or relationship, or both as the case may be.

Maximum period to file a claim

Shipper has a maximum period of nine months to from the date of delivery to file a claim for loss or damages. Additionally, Shipper has a maximum of two years to bring a civil action against the carrier and/or its agents. See 49 Section 14706(e)(1).

Schedules

Guaranteed service on or between agreed dates is an optional service that is available to you at an additional cost. This optional extra service guarantees that your shipment will be picked up, transported to the destination, and delivered on specific guaranteed dates. If the mover fails to provide the service as agreed, you are entitled to be compensated at a predetermined amount or a daily rate (per diem of \$1.00) regardless of the expense consumer shipper may actually have incurred as a result of the mover's failure to perform. Absent selecting and paying for the optional extra service guaranteeing specific pick-up and delivery dates, the mover is only required to pick up and deliver your property with reasonable dispatch and in a reasonable time. Each consumer shipper will be given an estimated delivery window on the estimate for services. Carrier will do its best to deliver in the delivery window.

Delivery Service Options

Standard Service

Estimated delivery is up to 21 (twenty-one) business days from date indicated as first available for delivery (not from the pickup date). Any oral promises made regarding delivery or pick up dates and times are mere estimates. Carrier guarantees delivery to take place within 30 business day of the date first available for delivery. Time calculations exclude days in storage. Any changes to the order will extend this time.

Premium Guaranteed Service

This optional service guarantees delivery to take place on a specific delivery date. In addition to the line haul and accessorial charges, the fee for "Premium guaranteed service" is 45% of the line haul total estimated charge. If guaranteed delivery service is not selected by the shipper and included as a line-item charge on the estimate and bill of lading, then standard delivery service will apply.

The delivery time frame may change based on the time of year, weather conditions, road conditions, other acts of God, delivery schedule, geographic location of the move and other unknown factors. The moving company will do its best to meet any requested pickup or delivery dates. Business days do not include holidays or weekends. Carrier shall not be liable for delay caused by highway obstruction or faulty or impassable highways, or lack or capacity of any highway, bridge or ferry, caused by breakdown or mechanical defect of vehicles/ equipment.

Interstate Estimates

A motor carrier must provide a written estimate to each prospective consumer shipper. An estimate must list all charges for transportation, accessorial services, advance charges, and the form of payment accepted. Both the consumer shipper and a representative from the motor carrier must sign and date each estimate. (49 CFR section 375.401(a)).



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An estimate is neither a bid nor a contract. It is merely an approximation of what the move may cost based on the services listed on the estimate. The only contract between a motor carrier and a consumer shipper is the "bill of lading." The motor carrier or the consumer shipper may cancel the move at any time prior to a bill of lading being signed. Consumer shippers should be informed that the charges listed on the estimate are not guaranteed and that the actual charges of the move may be higher or lower than the amount estimated.

Federal law governing interstate motor carriers requires that the consumer shipper receive a written and reasonably accurate estimate of all charges for the services proposed. Federal law permits and requires only two types of estimates: BINDING and NON-BINDING. The written estimate document must expressly state whether it is BINDING or NON-BINDING and must be signed by both the motor carrier and the consumer shipper. (49 CFR section 375.401(a)).

Federal law does not have a provision for any type of estimate other than BINDING or NON-BINDING. For example, estimates issued as "not to exceed" or "guaranteed not to exceed" or "flat rate price" are not specifically allowed under any provision of federal law.

Generally, visual in-home binding estimates are required. Under US DOT regulations shippers with property located within 50 miles of the estimator's location must receive a physical survey/visual estimate of the property. The estimate must be prepared in writing, signed by both the shipper and motor carrier, and state whether it is binding or non-binding. Federal law under 49 USC Section 14104(b)(1)(C) requires that estimates (both binding and non-binding) be in writing and be based on a visual in-home inspection of the property if the shipper's pickup location is within a 50-mile radius of the location of the carrier's household goods agent preparing the estimate. Waiver to in-home estimate and exception: A visual estimate is NOT required if (1) the pickup address is outside the 50-mile radius or (2) a written waiver is signed by the shipper stating that they waive their right to a visual in-home estimate. (49 USC 14104(b)(1)(B)).

Non-Binding Estimate

A non-binding estimate is the estimated total cost of the entire move, based upon the estimated weight of the shipment and the accessorial services requested. A non-binding estimate is meant to give the consumer shipper a general idea of the cost of the move. The non-binding estimate is not a guarantee that the actual charges will not be higher than estimated. The estimate document must explain to the customer in easy-to-understand language that the final charges are based on the actual weight of the property and accessorial services. Non-binding estimates must be in writing and clearly describe the shipment and all services proposed. (49 CFR section 375.405) Any time a motor carrier provides such an estimate, the amount of the charges estimated must be transferred to the order for service and/or bill of lading. The figures on both documents must match. Non-binding estimates must be provided to a prospective consumer shipper for free. (49 CFR section 375.405). The 110% rule only applies to non-binding estimates. Under the 110% rule, the motor carrier may only demand the total charges listed on the estimate plus 10%. If the consumer shipper pays the amount of the estimate plus 10%, then the motor carrier must deliver all the consumer shipper's property even if the consumer shipper stills owe a balance. When a move is to be charged based on weight, the final charges will be determined by the actual weight of the shipment, the services provided, and its tariff provisions in effect. A shipper should be prepared to pay up to ten percent (10%) more than the estimated amount at delivery. The final charges for a move will be based upon and in accordance with the motor carrier's published tariff. If the consumer shipper orders additional services after the goods are in transit, the motor carrier will then bill the shipper 30 days after delivery for any remaining charges. (49 CFR section 375.405(b)(9)). However, if the motor carrier believes that additional services are needed after the goods are in transit, the company must first inform the shipper of the additional service and obtain their approval. (49 CFR section 375.405(b)(9)). For example, if you described your property to a sales agent and the same gave you an estimated weight of 2,000 lbs. for your property at a rate of 0.40 per lbs., then you would be charged \$800 for that portion of weight, not including additional services. If the actual weight of your property was determined to be 3,000 lbs., then you are required to pay for the additional weight. However, to receive your property you only must pay 10% more than the non-binding estimate. The remaining balance must be deferred for 30 days. Please be aware that until your shipment is



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weighed the mover cannot accurately determine the actual weight of your property. Situations may arise where the actual weight of your property was significantly higher than the original non-binding estimated weight.

Binding Estimate

When you receive a binding estimate, you cannot be required to pay any more than the estimated amount at delivery. If you have requested the mover provide more services than those included in the estimate, the mover must not demand full payment for those added services at time of delivery. Instead, the mover must bill for those services later, as explained below. Such services might include destination charges that often are not known at origin (such as long carry charges, shuttle charges, or extra stair carry charges).

Under 49 USC 13707(b)(3)(C) payment for all post contract optional services is required before delivery and prior to unloading. A binding estimate must be in writing, and a copy must be made available to the shipper before the move and prior to loading the transportation vehicle. If shipper is unable to pay at the time the shipment is delivered, the mover may place your shipment in storage at your expense until you pay the charges. If, before loading your shipment, your mover believes you are tendering additional household goods or are requiring additional services not identified in the binding estimate, and you and your mover cannot reach an agreement, your mover may refuse to service the shipment. If your mover agrees to service the shipment, your mover must do one of the following three things: (i) Reaffirm your binding estimate. (ii) Prepare a new binding estimate prior to loading. The new estimate must be signed by the individual shipper. You should maintain a record of the date, time, and manner that the new estimate was prepared. (iii) Agree with the individual shipper, in writing, that both of you will consider the original binding estimate as a non-binding estimate subject to §375.405. Once your mover loads your shipment, your mover's failure to execute a new binding estimate or to agree with you to treat the original estimate as a non-binding estimate signifies it has reaffirmed the original binding estimate. Your mover may not collect more than the amount of the original binding estimate, except as provided here below.

Your mover may believe additional services are necessary to properly service your shipment after your household goods are in transit. Your mover must inform you what the additional services are before performing them. Your mover must allow you at least one hour to determine whether you want the additional services performed. Such additional services include carrying your furniture up additional stairs or using an elevator. If these services do not appear on your mover's estimate, your mover must deliver your shipment and bill you later for the additional services. If you agree to pay for the additional services, your mover must execute a written attachment to be made an integral part of the bill of lading and have you sign the written attachment. This may be done through fax transmissions. You will be billed for the additional services prior to delivery.

Carrier is authorized to issue binding and non-binding estimates. Carrier is authorized to provide estimates based on cubic feet or pound - but all binding estimates shall be based on pound only (per 49 CFR 375.401 et. seq.). The carrier is authorized to charge a binding estimate fee of 25% of the estimate as a flat fee for assessing the job to calculate a charge.

Onsite New Estimate

In accordance with 49 CFR § 305.403(a)(6)(ii) and/or 49 CFR § 305.405(b)(7)(ii): If prior to or on the day of the scheduled pick-up the shipper tenders more property or makes a change to the initial order for which they received an estimate; carrier may either (1) undertake the job with the additional property, in which case the shipper would only be required to pay 10% more than the initial estimate to receive the property on a non-binding estimate or 100% of the binding estimate and the remaining balance will be billed after the 30 day deferment. Or (2) the carrier and shipper may execute a NES ESTIMATE document, PRIOR TO LOADING OR OTHERWISE BEGINNING THE JOB, this new estimate given prior to



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loading will serve as the only active estimate for which charges will be calculated. The new estimate must only be used when the customer changes their order for moving services after the original written estimate has been issued, but before moving services have begun. Changes could include ordering additional services or moving additional items. A New Estimate should only be used in circumstances where the customer has made substantial changes to their order for moving services; it should not be used for every move or as part of the motor carrier's regular business model. Most importantly, in the cases where a new estimate is necessary, the customer must be given a fully complete and itemized copy of the document listing the new total estimated price and additional services. Assuming the consumer had ordered additional services or changed their original moving order, the moving services may only begin after the customer has reviewed, approved, signed, and been given a copy the onsite new estimate.

Advance Charges

Charges advanced by carrier for services of others at the request of the shipper or required by Federal, State or Local law, including but not limited to agricultural quarantine inspections, will be supported by carrier with a copy of invoice setting forth services rendered, charges and basis thereof, together with reference to applicable schedule or tariff if charges are assessed in accordance therewith. The charges so advanced are in addition to and shall be collected with all other lawful rates and charges. All such advance charges will be supported by paid receipts and are in addition to all other applicable tariff charges. Charges will also be advanced by the carrier for expenses incurred by the carrier as a result of services performed that are subject to officially assessed state or local fees or taxes, such as sales taxes, use taxes and debris disposal or recycling fees. Charges so advanced are in addition to and shall be collected with all other lawful rates and charges.

Weighing of Shipments

When the motor carrier transports a non-binding estimate to be charged by weight, they must determine the weight of each shipment before they can start charging the consumer shipper. The motor carrier must provide a written explanation of volume to weight conversions if applicable. (49 CFR section 375.507) EXCEPTION: When an estimate is provided to the consumer shipper as a "binding cubic feet" estimate and the charges are to be calculated based upon cubic feet, then the law does not require the motor carrier to obtain weight certificates.

To determine the weight of the shipment the motor carrier must use a certified scale. The motor carrier can choose from the following two methods of weighing: (49 CFR section 375.509(a)).

Origin Weight: The difference between the tare weight of the vehicle before loading at the origin of the shipment and the gross weight of the vehicle after loading the shipment.

Back Weight: The difference between the gross weight of the vehicle with the shipment loaded and the tare weight of the vehicle after the motor carrier unloads the shipment.

The motor carrier must give the individual shipper the right to observe all weighing's of the shipment. They must inform the individual shipper of when the weighing will occur and give them a reasonable opportunity to be present. (49 CFR section 375.513).

For all shipments where charges are determined by the weight (in pounds) of the property, the motor carrier must obtain a Certified Weight Certificate of the shipment. If a weight certificate is not legal a court may hold it to be invalid and/or the DOT/FMCSA may impose a fine upon the motor carrier for each invalid weight certificate. For a weight certificate to be legal and valid it must be obtained in compliance with the governing federal regulations. (See 49 CFR §§ 375.501 - 521).



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Legal requirements for weight certificates: Consumer shippers must be advised that they are entitled to observe the weighing. Motor carriers must provide the shipper with the location and time of the weighing and a reasonable opportunity for them to be present. (49 CFR § 375.513) If a consumer shipper disputes the weight of the shipment, they have a right to demand a re-weighing of the property at no charge. The actual charges, notwithstanding the 110% rule, must be based on the weight from the re-weighing, regardless of it being higher or lower than the original weight. (49 CFR § 375.517).

A weight certificate must contain the following legal elements: (1) The complete name and location of the scale; (2) The date of each weighing; (3) Identification of the weight as being the tare, gross, or net; (4) The company/carrier vehicle identification number; (5) The name of the shipper as it appears on the bill of lading; (6) The job or order number for the individual shipment; and (7) The signature of the weigh master. A true copy of the weight certificate must be provided to the shipper along with the bill of lading and other shipping documents. Carrier must also retain a copy of the weight certificate in each shipper's file. (49 CFR § 375.519)

Except as may be otherwise specifically provided for in this tariff, or as amended, shipments transported under the provisions of this tariff weighing less than 3,000 pounds shall be accepted only at a weight of 3,000 pounds and applicable rates and charges based on weight shall be subject to 3,000 pound minimum. All shipments subject to weighing provisions as provided herein.

Weight Disputes

Consumer shippers may request that their property be re-weighed, free of charge, if there is a dispute concerning the weight based on the original weight certificates. Once a delivery date is scheduled, the consumer shipper (or their designated representative) must meet the driver at the weight scale to witness the truck being weighed. After the first weighing, the driver will drive to the delivery destination to accept payment and then unload the truck. Once payment has been made, the truck is unloaded and all documents signed, the truck will be weighed again to determine the light weight. The consumer shipper is responsible for his/her own transportation to and from the scale. The difference between the first re-weight certificate (heavy weight) and the second re-weight certificate (light weight) constitutes the actual weight of the property that will be used to calculate the charges. If this re-weight amount is less than the original weight which was the basis for the charges, then a refund will be issued to consumer shipper. However, if the re-weigh reflects a higher amount of weight, then the consumer shipper is responsible for paying the additional amount.

Dispute Resolution Programs

The neutral arbitration program has been designed to give neither party any special advantage. The parties agree that Fairclaims.com be used as the neutral arbitration service provider. Section 49 U.S.C. Section 375.211 provides that a mover must have a program in place to provide shippers with an Arbitration alternative. Arbitration is optional and not required under Federal law. Arbitration is an alternative to courtroom litigation. It provides each party to the dispute to present their cases and allows a neutral third-party arbitrator to make decision as to the merits of each side's case. Arbitration subject to this agreement shall be conducted via written submission and, subject to the arbitrator's discretion, through telephonic appearance. After the initial filing fees have been paid and the arbitrator selected, the initiating party or "Claimant" must submit a written brief summarizing their legal position and factual claims. All supporting documentation must be included with the initial arbitration brief. Copies of all documents must be submitted to all parties involved in the arbitration. Upon receipt of the Claimant's arbitration brief and supporting documents, the responding party or "Respondent" will have 30 days to file their responsive arbitration brief and supporting documentation. Further deadlines and timetables are subject to the arbitrator's discretion. If the arbitration alternative is chosen, then any decision made by the arbitrator may be binding. Additionally, an arbitration decision may not be appealed in a court of law. All parties agree that the Arbitrators decision will be based exclusively on the governing



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United States Federal Law without regard to conflicting State laws or regulations. Each party is responsible for their own costs associated with arbitration. A benefit to the arbitration alternative may be that it is less expensive than traditional litigation. Each party is responsible for 50% of the costs associated with securing the arbitrator and 100% of their own expenses, including but not limited to attorney fees. The administrative costs for an arbitration are as follows: There is a \$250 filing fee and a supplemental charge of \$50 for each additional unrepresented party or additional separately represented party more than two parties will apply. Long distance telephone, fax charges and incidental costs incurred by the Administrator shall be billed to the parties as additional costs. The cost of the call in the conference call format will be submitted as an incidental cost. Each individual arbitrator will set their own hourly rates for their services. Fees may exceed \$250 per hour for the arbitrator. Subject to the terms of 247moves.co administrative charges and arbitration fees may be required to be paid in advance. All parties agree that the Arbitrators decision will be based exclusively on the governing United States Federal Law without regard to conflicting State laws or regulations. Any party may initiate the process of arbitration by mailing or faxing the referral form to the Administrator. Upon receipt of the form, the Administrator will contact the other parties, solicit their participation in the arbitration process, provide the appropriate information and make the final arrangements for the arbitration. The Administrator will make available upon request background information about potential arbitrators and will confer with all parties regarding the selection of the arbitrator. The Administrator will try to obtain agreement among the parties regarding the selection of the arbitrator. Parties who are not able to agree on the selection of an arbitrator within a reasonable period following the initiation of the procedure but, in any event, not more than 45 days, will be bound by the selection to be made by the Administrator in its sole discretion. The parties agree that www.247moves.co will be used as the neutral arbitration service provider. Please contact the moving company if you wish to participate in or get more information about the arbitration program.

Operations

Portions of a shipment moving in interstate commerce may be picked up or delivered at one or more places of origin, destination, or enroute. Except as otherwise provided herein, charges will be for total weight of entire shipment for total distance via points of pickup or delivery or both from first point of pickup to final point of delivery, plus additional services charges applicable to each portion of the shipment.

At times it is necessary for carrier to reload the shipment onto a different truck from the one the shipment was originally loaded onto or to temporarily place the shipment into a storage unit prior to your delivery unless otherwise indicated in writing. Subcontractors and or agents may be used as carrier's discretion to transport all or any portion of the shipment.

Liability Limitations

Articles Packed by Owner and other limitations of liability notwithstanding the minimum valuation of \$0.60 per pound per article and in compliance with and subject to the limitations and provisions of 49 CFR Section 375.701(a) and subject to subject to the Surface Transportation Board's Docket No. RR-999, amendment No.5.: for claims above the minimum of \$0.60 cents per pound per article carrier cannot control whether proper packing methods are used, on boxes packed by the owner as well as pressed wood (particle board) furniture, liability is limited. The carrier cannot not be held liable for any damage to internal electronic or mechanical items, whether they are packed or unpacked by the carrier or by the shipper. The carrier has the right to inspect and repair any alleged damage and provides no coverage for cosmetic damage to any items. The carrier cannot be held liable or negligent for any damage to the interior or exterior of any residence including, but not limited to walls, floors, ceilings, plumbing, driveways, sidewalks, banisters, sprinklers, windows, and landscaping, etc. Unless notice of loss or damage and the general nature of such loss or damage be given in writing to Carrier at time of delivery of the goods to Shipper, such delivery shall be prima facie evidence of the receipt by Shipper of the goods as described in the Bill of Lading and inventory logs as delivered in "apparently good conditions".



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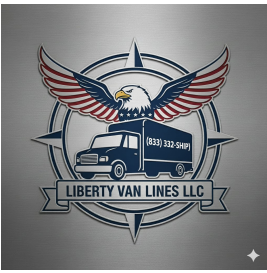
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Notwithstanding the minimum valuation of \$0.60 cents per pound per article and in compliance with and subject to the limitations and provisions of 49 CFR Section 375.701(a) and subject to subject to the Surface Transportation Board's Docket No. RR-999, amendment No.5.: for claims above the minimum of \$0.60 cents per pound per article carrier is not responsible for injury or damage to any fragile article (articles susceptible to breakage or crushing). Unless such fragile articles are both packed and unpacked by its employees and subject to the further conditions that such packing, unpacking or other handling is performed in a grossly negligent manner by the carrier. The carrier will not carry and or be liable in any way for the loss or damage to currency, precious stones, documents, stamps, securities, species, silverware, jewelry, or any article of extraordinary value unless such articles of value was agreed to in writing, and unless the shipper assumes additional valuation charges, as indicated thereon. The carrier shall not exceed the cost of repairing or replacing the property lost or damaged with material of like kind and quality not exceeding actual cash value of the property at the time and place loss with regard to sets or matched pieces shall be limited to repair or replacement whichever is less of the lost or damaged pieces only, and shall not extended to repair, replacement or recovering the entire set, but in no event to exceed the released or declared values as indicated. The carrier shall not be liable for loss or damage occurring after the property has been delivered to or receipted for by the consignee or shipper or the authorized agent of either. When the carrier is directed to unload or to deliver property (or render any services) at a place or places at which the shipper or its agents is not present the property shall be at the risk of the shipper after unloading or delivery. Where the carrier is directed to load property from (or render any services at) a place or places at which the shipper or its agent is not present property shall be at the risk of the shipper before loading or after shipper signed the inventory list. The carrier shall be liable only for its failure to use ordinary care and only based on the shipper's declared valuation of the goods. The burden of proving negligence or failure to use ordinary care required by law shall be on the shipper. The carrier shall not be responsible with respect to damage, loss, or decay caused by acts of God or the public enemy war insurrection, strikes, labor trouble, riots, fire, earthquake, nature of the property or defects or inherent vice therein deterioration by time, moths, termites, or other insects, vermin, rodents, wear and tear, leakage, fire or any cause beyond the carrier's control or any other cause unless such damage results from the carrier's control. The carrier is not responsible for mechanical or electrical function or any article such, as but not limited to piano, radio, television set, DVD player, computer, VCR, barometer, refrigerator, clock, air conditioner, or other instrument or appliance whether such articles are packed or unpacked by carrier.

Empty Vehicles Movement

(a) A shipper having one 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 subject to the availability of equipment and at charges shown in Section 2, Additional Services. The empty movement of equipment shall be ordered in writing at the time shipments are accepted for transportation.

(b) Empty mileage operated from destination to next origin, shall be that shown in Mileage Guide No. 17, Household Goods Carriers' Bureau Committee, Agent, HGB 100-F supplements thereto and reissues thereof.



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Special Power of Attorney

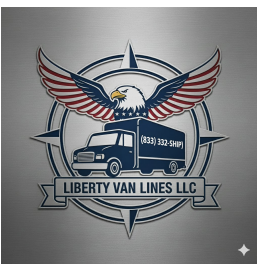
Where shipper may not be available at the pick-up origin or delivery destination to review, negotiation, sign, of contract with the carrier for services; the shipper may designate through special "power of Attorney" an agent such as agent, maid, building superintendent, employee of shipper, employer of shipper, real estate agent, shall be considered to constitute acceptance of the property and terms and conditions here within of the shipment by the shipper or consignee.

SPECIAL POWER OF ATTORNEY AND DESIGNATION OF INTERSTATE SHIPPER'S REPRESENTATIVE/AGENT

I, _____[customer name]_____, do hereby designate and appoint through this special power of attorney, _____[rep/agent name]_____ as my true and lawful representative and agent in my name and to act on behalf as the designated "shipper" in compliance with 49 USC § 13102(13), to exercise or perform any legal act, power, duty, right or obligation whatsoever that I now have, in regard to any part of the interstate transportation of my household goods. Through this designation of power of attorney, I grant full legal authority to my designated representative/agent to receive, sign, endorse, accept, negotiate, acknowledge, and modify any and all elements, terms, or conditions, of any and all bills of lading, estimates, warehouse receipts, contracts, waivers, other instruments in writing of whatever kind as they determine necessary in my name. I understand that I am legally bound, liable, responsible, and obligated by the actions or omissions of my designated representative/agent through this power of attorney. By my signature I acknowledge the terms of this power of attorney and hereby grant full legal authority to my designated representative/agent as described above.

Carrier's Lien

Carrier shall have a lien against all property tendered to it and shall be authorized to sell the property at auction of the shipper does not accept delivery of the property and pay the applicable charges within 30 (thirty) days of the date delivery was attempted and refused. If delivery is refused, it will be assumed that the shipper abandons all rights to the property unless the carrier is otherwise notified in writing. All fees including legal fees, collection fees, auction fees shall be applied to the total outstanding balance due by the shipper to the carrier. Carrier's lien (a) it is agreed that the carrier shall have a lien against any and all property tendered to it heretofore or hereafter tendered to it, and on the proceeds from the sale thereof for all charges provided herein, including without limitation claims for moneys, advanced storage, transportation, interest labor and all other charges or expenses in relation to said property or any part thereof, and also for court costs, reasonable attorney's fees and other legal expenses incurred by the carrier as a result of any litigation in which the carrier may be involved in connection with the tendered goods as any and all other charges and expenses for notice and advertisement of sale of the property when default has been made also for all costs inclusion of court costs reasonable attorney fees in collection charges or enforcing this lien or caused for any controversy arising out of conflicting claims of ownership of any interpleaded action arising from the bailment of the goods or defending itself in the event the carrier is made a party to any litigation concerning the goods involved therein. If for any reason other than the fault of the carrier delivery cannot be made at the address given as the destination of which carrier has been notified, carrier at its option, may cause tariff and other lawful charges. 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 costs of owner, and subject to a lien for all accrued charges (b) All goods upon which the carrier has a lien, are subject to sale at public auction to satisfy any and all unpaid charges including interest herein above provided which charges are not paid when due plus the expenses including reasonable attorney fees, which maybe necessitated by said sale. (c) The lien upon all property tendered with the carrier shall include unpaid charges and expenses pertaining to property previously tendered with the carrier



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regardless of whether said property has been delivered by the shipper. (d) The parties agree that in any sale conducted to satisfy the carrier lien all property which is subject to the lien plus the cost of preserving the goods and conducting the sale shall be remitted by the shipper (e) the carrier may at its discretion bring suit for reimbursement pursuant to the foregoing provision without first foreclosing upon this lien.

Shipper has represented and warranted to the carrier that it has lawful possession of any legal right and authority to tender all of the property herein described and that there are and will be no liens, mortgages or encumbrances on said property superior or adverse to the legal right and authority of shipper to contract for services and if there be any litigation concerning the property, the shipper agreed to pay all storage and other charges together with costs and expenses, including reasonable attorney's fees which this carrier may reasonably incur or become liable to pay in connection there with. This carrier shall have a lien on said property for charges and for such costs and expenses. Shipper agrees to indemnify carrier regarding any costs and expenses that may occur including but not limited to attorney's fees, regarding a claim of ownership and/or possession made by any third party regarding the goods specified herein.

Prohibited Items and Operations

Nothing in this tariff shall require 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 1. The conditions of the roads, streets, driveways, alleys, or approaches thereto would subject operations to unreasonable risk of loss or damage to life or property; 2. Loading or unloading facilities inadequate; 3. Any force majeure, war, insurrection, riot, civil disturbance, strike, picketing or other disturbance would subject the operation to unreasonable risk of loss or damage to life or property or unreasonably jeopardize the ability of the carrier to render linehaul or pickup or delivery or any other service from or to at others points or locations; 4. Carriers hauling contractors, carrier's employees, or carrier's agents are precluded, for reasons beyond carrier's control, from entering premises where pickup or delivery is to be made; or where law or regulation prohibits.

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 so 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".

If the consumer shipper notifies the Carrier in writing that an article valued at greater than \$100 per pound will be included in the shipment, the consumer shipper will be entitled to full recovery up to the declared value of the individual article or articles, not to exceed the declared value of the entire shipment.

The parties hereby waive any participation or involvement in any class action lawsuits against carrier or shipper.

The parties hereby waive any participation or involvement in any class action lawsuits against carrier or shipper. Given the nature of this contract as it involves moving personal property, both parties agree to hold as confidential all events, transactions, circumstances, agreements, terms and conditions, and actions of either party. Failure to comply with this section may result in a breach of contract and subject the shipper to legal liability.



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

Reconsignment/Diversion

Upon instructions from the consignee or owner, a shipment will be diverted subject to the following provisions and additional charges. Carrier may require that such instruction be in writing. The term diversion as used herein means:

1. A change in the destination, after loading of vehicle, outside of a 30-mile radius from the original destination point.
2. A change in the route at the request of the consignor, consignee, or owner.

Transportation charges on a shipment diverted to a new destination city, while vehicle is enroute to or upon arriving at original destination city, will be assessed at (1) the thru rate from point of origin to point of destination via the actual point of diversion, or (2) the thru rate from point of origin to point of final destination via the original destination point, whichever is less.

When an order for diversion under this rule is received by a carrier, diligent effort will be made to locate the shipment and effect the change desired, but the carrier will not be responsible for failure to effect the change ordered, unless such failure is due to error or negligence of the carrier or its employees.

On shipments diverted to a warehouse for storage-in-transit at a city other than original destination city, the warehouse will be considered the destination point, and transportation charges to the warehouse will be assessed under the provisions of Paragraph (d) above, plus the additional charge provided in Paragraph (e) above. Charges for storage and further transportation will be made according to rates, rules and regulations named in this tariff.

Mileage Radius Determination

Where a mileage radius is named, such mileage radius shall include all points within the described number of highway mileage from the point that designates the mileage basing location of such named city as shown in the governing Mileage Guide. Where cities or points are partly within the described number of miles, such will be considered as wholly within the described number of miles.

IMPRACTICABLE OPERATIONS

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) unreasonably jeopardize the ability of the carrier to render linehaul or pickup or delivery or any other service from or 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 pickup or delivery is to be made; (e) Local, state or federal restrictions, regulations or laws prohibit performance of such services by linehaul equipment.



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Miscellaneous

Each shipping piece or package and contents thereof shall constitute one article except the total component parts of any article taken apart or knocked down for handling or loading in vehicle shall constitute one article for the purposes of determining the carrier's liability.

The cost of insurance against risk or any other insurance for the benefit of the shipper, will not be assumed by carrier. Subject to provision of federal law, a charge of the maximum allowed by law or 1.5% per month or fraction thereof (18% per annum) shall be added to all delinquent accounts. Furthermore, the shipper shall be responsible for all charges the carrier incurred because of attempting collection. This includes but is not limited to, attorney fees, fees for collection agent and court costs. Should both parties at or before the time of delivery agree to compensation in the amount due to shipper, and then payment of said compensation shall constitute an accord and satisfaction of all claims between carrier and shipper regarding this contract, including, but not limited to damage or missing property. If a job is canceled while moving in progress, shipper will be responsible for any reasonable charges incurred or services rendered. If any portion or section of this tariff is found to be unenforceable for any reason it shall not affect the remainder of the terms and sections contained herewithin.

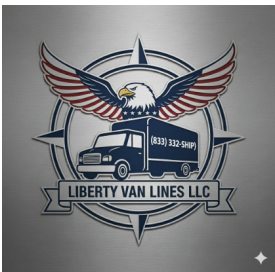
The rates in this tariff are for transportation and do not include the servicing of any item. The consumer shipper agrees that unless it is expressly listed in writing, carrier shall not be responsible for the servicing of any special articles or appliances including, but not limited to, clocks, computers printers, CD players, refrigerators, freezers, washing machines, clothing dryers, dishwashers, radios, televisions, VCRs, DVD players, video game consoles, air conditioners, and any other machines or appliances which, if not properly serviced might be damaged in or incident to transit.

Estimates may be canceled penalty free, and deposits are fully refundable only if the customer cancels the move in writing during the 3-day window immediately after Bill of Lading is signed subject to 49 CFR § 375.505(h). An estimate/order may not be canceled, and deposits are not refundable outside the three-day window, or after the mover has begun the physical moving services, including but not limited to packing, loading, storage, transportation to and from the pick-up or delivery address, etc. Moving services may not begin until the contract for service (Bill of Lading) is signed by the customer authorizing the mover to begin services. Services may not be canceled after the customer's property has been loaded on the truck.

Many times, and for many reasons customers or moving companies need to cancel the moving services outside of the three-day window. In such cases where a consumer needs to cancel services the cancellation fee to be paid is as follows: (1) If property has not yet been moved from origin state: cancellation fee of 65% of the total charges plus payment of all storage charges. Cancellation fee does not include delivery back to place of origin. Upon cancellation consumer must pick up the goods themselves or hire a third-party company to pick up the property from the storage facility. Payment in full must be made prior to release of the property; (2) If property has been moved from origin state: cancellation fee of 90% of the total charges plus payment of all storage charges. Cancellation fee does not include delivery back to place of origin. Upon cancellation consumer must pick up the goods themselves or hire a third-party company to pick up the property from the storage facility. Payment in full must be made prior to release of the property.

Post Contract Services

Shippers may order any of these services at an additional charge. Unless the service listed below is ordered by the shipper the moving company is not required to perform that service. For example, if long carry is necessary to deliver the property into the home, then this optional service must be ordered for that service to be performed. Under 49 USC 13707(b)(3)(C) payment for all post contract optional services is required before delivery and prior to unloading. For



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non-binding estimates, the 110% law does not apply to post-contract services. Optional post contract services must be paid in full before delivery and prior to unloading.

Storage In Transit

Storage in Transit is the temporary storage of the shipper's property pending further transportation. This may be necessary when the shipper's new home isn't ready to occupy, and the items must be stored. The shipper must specifically request this service and the time cannot exceed a set number of days determined by the carrier. Additional charges apply, along with warehouse handling and final delivery charges. Storage- In- Transit of property covered by this tariff is the holding of the shipment or portion thereof at or in the facilities or warehouse used by the carrier or its agent, for storage, pending further transportation, and will be affected only at specific request of the shipper or under the conditions specified. For the purpose of this item a carrier may designate any facility or warehouse to serve as its agent.

Carrier is only required to hold property in Storage in Transit for a period not exceeding 30 days, or as otherwise contracted for in writing by shipper and carrier. If the shipper cannot accept delivery of the goods are required to be stored for more than 30 days, then the interstate transportation contract must be converted to a permanent storage contract in accordance with 49 CFR section 375.609. Once properly converted the shipper will be invoiced for monthly storage fees. Shipper's failure to pay for monthly storage fees and/or delivery services may result in the exercise of the carrier's lien and sale of the goods at public auction. Carrier's failure to convert SIT to permanent storage in accordance with 49 CFR section 375.609 at the 30-day mark, does not waive their right to do so later; it simply extends the SIT period beyond the 30 days.

SIT to Permanent Storage: If a carrier is holding goods for storage-in-transit (SIT) and the period is about to expire, carrier must comply with this section. Carrier must notify the individual shipper, in writing of the following: The date of conversion to permanent storage, the existence of a nine-month period after the date of conversion to permanent storage when the individual shipper may file claims against carrier for loss or damage occurring to the goods in transit or during the storage-in-transit period, the fact liability is ending, the fact the individual shipper's property will be subject to the rules, regulations, and charges of the warehouseman. Carrier must make this notification at least 10 days before the expiration date of either one of the following two periods: (1) The specified period when the goods are to be held in storage; (2) The maximum period of time provided in your tariff for storage-in-transit. Carrier must notify the individual shipper by facsimile transmission; e-mail; overnight courier; or certified mail, return receipt requested. If carrier is holding household goods in storage-in-transit for a period less than 10 days, carrier must give notification to the individual shipper of the information specified in paragraph (b) of this section one day before the expiration date of the specified time when the goods are to be held in such storage. Carrier must maintain a record of notifications as part of the records of the shipment. Carrier's failure or refusal to notify the individual shipper will automatically affect a continuance of your carrier liability according to the applicable tariff provisions with respect to storage-in-transit, until the end of the day following the date when you actually gave notice.

A shipment or portion thereof may be placed in storage-in-transit one or more times for an aggregate period not to exceed 90 days. When not removed from storage-in-transit at midnight on the 90th day, liability as carrier shall terminate after such time, the interstate character of the shipment or portion thereof shall cease, the warehouse location shall be considered the destination of the property, the warehouseman shall be agent for the shipper, and the property shall then be subject to the rules, regulations, and charges of the warehouseman. Carrier may terminate the interstate character of the shipment or portion thereof prior to the 90-day maximum storage-in-transit period, if payment of the billed charges is not made within the due date stated on such billing. Until all lawful charges are paid, property will remain at carrier's or agent's warehouse location subject to a lien for all such charges.



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Delivery of shipments to residence from storage-in-transit at origin, en route or at destination will be made on the date requested, if possible. If prior commitments of carrier prevent delivery on that date, every effort will be made to deliver as soon as possible, subject to the following:

1. If shipment is not removed from storage by the 5th working day (excluding Saturday, Sunday, and holidays) after the requested delivery date(s), storage charges will cease to accrue after such date.
2. If shipment is removed from storage prior to the 5th working day after the requested delivery date(s), storage charges will cease to accrue the day after shipment is removed.

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 at carrier's or agent's warehouse location subject to a lien for all such charges.

The transportation charges to apply when the shipment or portion thereof is stored in transit will be (1) the applicable transportation rate between initial point of pickup and warehouse location, and (2) the applicable transportation rate from warehouse location, which, for rate application purposes, will be considered a new point of origin, to destination point, viz.: When point of pickup or delivery and warehouse location are both located within the same municipality or within a distance of 30 miles or less (except within Alaska), the pickup or delivery transportation rate will be as shown in Item 210, based upon location of warehouse, or When point of pickup or delivery and warehouse location are not within the same municipality or not within a distance of 30 miles or less (except within Alaska), apply transportation rate in Item 210 or Section 3, whichever is greater, between point of pickup or delivery and municipality in which warehouse is located, as provided by the effective Mileage Guide. NOTE: When warehouse is located within the corporate limits of a Key Point City on a Vicinity Map, mileage shall be computed to and from the Green Dot designating the location of such Key Point City.

The transportation charges to apply on a shipment when only a portion of the shipment is stored in transit en route destination, will be the applicable transportation rate based on total weight of entire shipment, for total distance via all points of pickup and/or delivery (from first point of pickup to final point of delivery), plus additional service charges applicable to each portion of the shipment. The total charges for picked up and/or delivered portions shall not, in any case, exceed the total charges as would apply if computed to each portion as a separate shipment. The transportation charges to apply on a portion of a storage-in-transit shipment delivered from warehouse location to destination, will be the applicable transportation rate based on the weight of such portion, subject to the provisions.

Shipper or owner, upon proper notice in writing to the carrier before departure of the property, may change destination originally shown on the bill of lading. When the destination is changed, such change must be recorded on the bill of lading. When the interstate character of the property is terminated at the warehouse location before expiration of the time limit specified.

When storage-in-transit property has been placed into storage at the carrier's or agent's warehouse location, both the carrier and the warehouseman must have in their possession records showing the following:

1. An itemized list of the property with the bill of lading number noted thereon.
2. Point of origin and destination.
3. Condition of each article when received at and forwarded from the warehouse location.
4. The dates when all charges, advances, or payments were made or received.
5. Dates property was delivered to and forwarded from the warehouse location.



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During storage-in-transit shipper may withdraw a portion of the property, provided that all accrued charges on the property are paid prior to such withdrawal, except as provided in Item 20. When the selection of items requires unstacking and/or restacking of the shipment or a portion of the shipment, charges for such handling shall be assessed in accordance with the rules set forth in this tariff. Charges for transportation furnished, if any, for portion selected for delivery shall be assessed on same basis as would apply to that portion as an individual shipment. With reference to the portion of the shipment which remains at the warehouse location, shipper may elect in writing to terminate the storage-in-transit service and place the remaining property in storage with the warehouseman in possession, in which event the warehouse will be considered the destination of the property. If the shipper elects to have the remaining portion remain in storage-in-transit, the following shall be applicable:

1. Storage charges shall continue to apply on the weight of remainder of the property.
2. Charges for transportation furnished, if any, for the delivery of the remainder of the property shall be assessed on the same basis as would apply to that portion as an individual shipment.

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:

1. Transportation charges to apply on the addition, between initial point of pickup and warehouse location, will be as provided this item.
2. Storage charges as provided herewithin will apply on the addition, subject to 3,000 pound minimum.
3. All subsequent charges including storage-in-transit will be based on the total weight of the combined property.

If delivery cannot be made at the address specified on the bill of lading because of impractical operation as defined hereof, or for any other reason other than the fault of the carrier, and neither shipper, consignor, nor owner designates another address at which delivery can be made, carrier will place the property under the storage-in-transit provision of this item.

When property is placed in Storage-In-Transit, the carrier's limitations on liability also apply to the party in possession of the property.

Marking or Tagging Freight

- (a) Articles of fragile or breakable nature must be properly packed.
- (b) Packages containing fragile articles or articles consisting wholly or in part of glass, when packed by the shipper or his agent, must be marked by plain and distinct letters designating the fragile character of contents.
- (c) When articles of furniture, consisting wholly or in part of glass are covered or wrapped by the shipper or his agent, such articles shall be wrapped in a manner to clearly expose glass surfaces or glass portions.
- (d) Where articles are 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.
- (e) Upon request of shipper or his agent, carrier will prepare a second inventory of the shipment which will include itemized contents of each container packed by carrier and will show thereon, if requested by the shipper, the valuation of each article as furnished by shipper or his agent.

Fractions & Disposition of

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



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rounding is specified, fractions of a nickel will be disposed of as follows: \$.025 or more will be increased to the next highest nickel. \$.0249 or less will be dropped.

EXAMPLE: Computed rate of \$10.025 will be increased to \$10.05. Computed rate of \$10.0249 will be reduced to \$10.

Packing

The packing material descriptions reflect the materials used in packing. The descriptions are not indicative of the items actually packed with the materials, as a variety of items may be packed with the indicated materials. Unpacking is not included in the charges and can be purchased at an additional charge. Riddance and disposal of materials used in packing is the responsibility of the shipper. Final determination of materials used cannot be determined until services have been completed. The shipper will be notified of final charges prior to delivery and while in transit. Carrier is authorized to use necessary packing materials. Items packed by shipper may be placed into additional containers to ensure efficient cargo space on the transit vehicle. All charges including additional services will be charged based on the full tariff rates. Carrier can provide a properly documented tariff adjustment/discount up to +/- 80% on top of the tariff rates based on time of year, availability of vehicles, origin and destination, promotions, specials, coupons, road conditions, weather, etc. Each tariff adjustment/discount, and the means of calculation, must be published as an amendment to the governing tariff.

Authorization to Use Interstate Broker

Subject to federal law Carrier is authorized to undertake moves that were booked by licensed brokers. Under the terms of the agreement between the Broker and Carrier ("409 agreement") Carrier shall adopt the broker's estimate as their own. Rates charged by the broker shall be based upon carrier's tariff rates which are incorporated by referenced into this document. An interstate household goods broker is any person or company who, for compensation, arranges, or offers to arrange the transportation of property by an authorized motor carrier. 49 CFR § 371.2(a). An interstate broker of household goods is required to be licensed by the FMCSA and to have in place at all times of operations a \$10,000 bond. (\$75,000 bond as of 2013). An interstate broker provides estimates for household goods transportation services to potential consumer shippers. The motor carrier selected by the consumer shipper to perform the moving services must agree to adopt the broker's estimate as their own and follow the terms and conditions as estimated.

Prior to a motor carrier accepting and adopting, as its own, an estimate from a broker, a contract must be executed between the parties. Commonly referred to as a "409 agreement" the agreement between the broker and the motor carrier must specify the role and duties of the broker and the motor carrier. The agreement must also grant authority for the broker to provide estimates on behalf of the motor carrier. Finally, the agreement must specify that the motor carrier agrees to adopt the estimate provided by the broker to a consumer shipper as its own.

Definitions

ACCESSORIAL SERVICES: These are services such as packing, appliance servicing, unpacking, or piano stair carries that a shipper may request to be performed. Charges for these services may be in addition to the line haul charges.

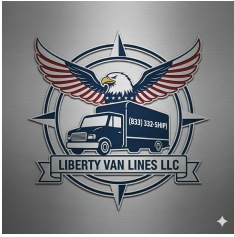
ACTUAL CASH VALUE (ACV): Money equal to the cost of replacing lost, stolen or damaged property after depreciation. A method of determining the worth of an improvement.

ADVANCED CHARGES: Charges for services not performed by the motor carrier but instead by a professional, craftsman or other third party at the shipper's request. The charges for these services are paid for by the motor carrier and added to your bill of lading charges.

AGENT: A local moving company authorized to act on behalf of the carrier.

APPLIANCE SERVICE: Preparation of major electrical appliances to make them safe for shipment.

BILL OF LADING: The receipt for the goods and the contract for their transportation.



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BULKY ARTICLE: Include such items as boats, snowmobiles, golf carts, and campers. These “bulky” items usually carry an extra charge to compensate the hauler for the difficulty of loading and unloading, as well as for their unusual bulk or low-weight density.

CERTIFIED SCALE: Any scale designed for weighing motor vehicles, including trailers or semi-trailers not attached to a tractor, and certified by an authorized scale inspection and licensing authority. A certified scale may also be a platform or warehouse type scale that is properly inspected and certified.

CARRIER/MOVER: The moving company and its agents, contractors, employees, and representatives.

CASH ON DELIVERY (COD): This means payment is required at the time of delivery and prior to unloading at the destination residence (or warehouse).

CLAIM: A statement of loss or damage to any of the household goods while in the custody of the motor carrier or its affiliated agent.

CONSULTANT: Person with whom a shipper discusses the particular move requirements, who usually makes a note of items to be moved, provides information about their company and an estimate for services.

COST PER CUBIC METER: A rate given on the estimated space that the property will fill on a truck / container.

COST PER 100 LBS.: A rate given on the estimated weight of the property being transported.

COST PER CUBIC FOOT: A rate given on the estimated space the property will fill on a truck / container.

COST PER HOUR: A rate given per hour based on the number of men and size of truck that will be charged on the time taken to carry out the move.

DEPARTMENT OF TRANSPORTATION (DOT): The federal agency which, through the Surface Transportation Board within the DOT, governs the interstate transportation industry, including movers of household goods.

ESTIMATE, BINDING: An agreement made in advance with the motor carrier. It provides that the total cost of the move will be based upon the quantities (specific item list) and services shown on the estimate.

ESTIMATE, NON-BINDING: What the motor carrier believes the cost will be, based upon the estimated weight of the shipment and the accessorial services requested. A non-binding estimate is not binding on the mover. The final charges will be based upon the actual weight of the shipment, the services provided, and the tariff provisions in effect.

GUARANTEED PICKUP AND DELIVERY SERVICE: An additional level of service featuring guaranteed dates of service. The motor carrier will provide reimbursement for any delays. This premium service is often subject to minimum weight requirements.

HIGH VALUE ARTICLE: Items included in a shipment that are valued at more than \$100 per pound. These items should be disclosed to the motor carrier to ensure they are protected accordingly.

INTRASTATE: Intrastate transportation of household goods is the movement of property from an origin to a destination within the same state. For example, when a shipper moves from Dallas, Texas, to Austin, Texas. Motor carriers performing services as an intrastate mover must be licensed with that individual state’s regulatory body. Generally, the regulatory agencies governing intrastate motor carriers are the States’ Public Utilities Commission (PUC) or Department of Transportation (State DOT).

INTERNATIONAL: International transportation of household goods is the movement of property from an origin in one country to a destination in another country. For example, when a shipper moves from the United States to England. For United States based companies, international moves are regulated by the Federal Maritime Commission. (www.fmc.gov).

INTERSTATE: Interstate transportation of household goods is the movement of property from an origin in one state to a destination in another state. For example, when a shipper moves from San Francisco, Florida, to Phoenix, Arizona. Interstate motor carriers transporting household goods are regulated and licensed by the U.S. Department of Transportation Federal Motor Carrier Safety Administration. (FMCSA) More information about the regulatory and licensing requirements may be found at www.fmcsa.dot.gov.

INVENTORY: The detailed descriptive list of the household goods showing the number and condition of each item.



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LINE HAUL CHARGES: The charges for the vehicle transportation portion of the move. These charges, if separately stated, apply in addition to the special/additional service charges.

LONG CARRY: A charge for carrying articles excessive distances between the mover's vehicle and your residence. Charges for these services may be in addition to the line haul charges.

MAY: An option. Motor carrier may do something, but it is not a requirement.

OPERATING AUTHORITY: The certification issued by a state or federal governmental department authorizing a mover or carrier to move household goods between designated geographical areas.

ORDER FOR SERVICE: The document authorizing the motor carrier to transport the household goods. An order for services is not a contract, however it may be combined with the bill of lading contract.

ORDER (BILL OF LADING) NUMBER: The number used to identify and track the shipment.

PBO (packed by owner): Occurs when articles are packed by the shipper, for moving.

PEAK SEASON RATES: Higher line haul charges that are applicable during the summer months.

SHIPPER: The customer or customer's agent or representative who engaged the carrier to perform interstate domestic moving services.

SHUTTLE SERVICE: The use of a smaller vehicle to provide service to residences not accessible to the mover's normal line haul vehicles.

SPECIAL/ADDITIONAL SERVICES: These are services such as packing, appliance servicing, unpacking, or piano stair carries that the shipper request to be performed (or that are necessary because of landlord requirements or other special circumstances). Charges for these services may be in addition to the line haul charges.

STAIRS FLIGHT CHARGE: A charge for carrying items up or down flights of stairs. Charges for these services may be in addition to the line haul charges.

STORAGE IN TRANSIT (SIT): Temporary warehouse storage of the shipment pending further transportation. For example, if the shipper's new home isn't quite ready to occupy, they might request SIT.

STORAGE VAULTS: Large wooden container, in which the property is loaded into, sealed and then stacked away.

TARIFF: An issuance (in whole or in part) containing rates, rules, regulations, classifications, or other provisions. The Surface Transportation Board requires that a tariff contain three specific items. First, an accurate description of the services the mover offers to the public. Second, the specific applicable rates (or the basis for calculating the specific applicable rates) and service terms for services offered to the public. Third, the mover's tariff must be arranged in a way that allows you to determine the exact rate(s) and service terms applicable to your shipment.

VALUATION: The degree of worth of the shipment. The valuation charge compensates the mover for assuming a greater degree of liability than is provided for in its base transportation charges.

WAREHOUSE HANDLING: An additional charge applicable each time storage-in-transit service is provided.

WEIGHT TICKET/CERTIFICATE: The van is weighed before and after the shipment is loaded. Each time the van is weighed, the driver gets a dated weight ticket listing the weight and where the truck was weighed. A copy of the weight ticket should be with the freight bill.

Addendum "A"

Transportation "Line haul" charges within the 49 contiguous states of the United States: Transportation "Line haul" charges within the 49 contiguous states of the United States:

Weight Based Charges: Where the line haul is priced subject to the weight of the shipment then the maximum charge for line haul transportation of a shipper's property is based on the actual weight of that property and charged at a price per pound up to \$1.00 per pound, unless otherwise specified in writing. Carrier can provide a rate adjustment/discount of +/- 80% of the base tariff rates based on time of year, availability of vehicles, origin and destination, promotions, specials, coupons, road conditions, weather, etc.

Cubic Feet Based Charges: Where the line haul is priced subject to the cubic feet occupied on the transport vehicle then the maximum charge for line haul transportation of a shipper's property is based on the actual cubic feet occupied by



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the property and charged at a price per pound up to \$15.00 per cubic foot, unless otherwise specified in writing. Carrier can provide a rate adjustment/discount of +/- 80% of the base tariff rates based on time of year, availability of vehicles, origin and destination, promotions, specials, coupons, road conditions, weather, etc.

Hourly Rate Charges: Except as otherwise specified in this tariff, carrier will charge shipper for labor services based upon an hourly rate charge. Labor time shall be calculated for all labor services computed to the nearest quarter hour. Except as otherwise specified in this tariff, labor time shall include driving time, packing time, loading time, unloading time, and waiting or delay time. Carrier can provide a rate adjustment/discount of +/- 80% of the base tariff rates based on time of year, availability of vehicles, origin and destination, promotions, specials, coupons, road conditions, weather, etc.

Minimum charge: The minimum charge for each shipment will be based upon the published tariff rates for a shipment of 1,400 lbs. or its equivalent in cubic feet. As such, shipments weighing less than 1,400 lbs. will be charged as if 1,400 lbs. were transported. (See item 101 of this tariff for conversion formula). Where the space reservation option is selected by the shipper than the minimum charge will be based upon the space reservation selection.

Service Fees: (1) Fuel Surcharge: 10% of the linehaul, and (2) Origin and Destination Surcharge: 7% of the linehaul.

Addendum “B”

Accessorial Charges and other bulky items: Pianos and Motorcycles and other bulky items are shipped at an additional special service charge listed as follows: Note: Carrier can provide a properly documented tariff adjustment/discount up to +/- 80% on top of the rates listed below based on time of year, availability of vehicles, origin and destination, promotions, specials, coupons, road conditions, weather, etc. Each tariff adjustment/discount, and the means of calculation, must be published as an amendment to the governing tariff.

<i>Accessorial Charges:</i>	<i>Rate:</i>
Upright Piano	\$300
Grand Piano	\$450
Baby Grand Piano	\$400
Motorcycle	\$500
ATV	\$500
Lawnmower	\$250
Motor scooter	\$250
Pool Table	\$450
Jacuzzi	Small: \$380, Large: \$650
Kayak/canoe	\$250
Misc. bulky item	\$550
Safe	\$350
Appliance	\$200
Vending machine	\$250
Video Game Machine	\$250
Aquarium	\$300
Stairs at Origin (per 7 steps)	\$75
Long carry at Origin (per 75 feet)	\$75
Shuttle at Origin	\$1.50 per cuft. (minimum of \$500)
Elevator at Origin	\$150
Stairs at Destination (per 7 steps)	\$75
Long carry at Destination (per 75 feet)	\$75
Shuttle at Destination	\$1.50 per cuft. (minimum of \$500)



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Elevator at Destination	\$150
Overnight waiting	\$750
Waiting time, per hour	\$175
Storage (per 100 cubic foot per month)	\$1.25 per cuft. per month (minimum of \$250)
Re-delivery	\$1.25 per cuft. (minimum of \$550)
Extra pickup	\$250
Extra delivery	\$250
Guaranteed Delivery	\$2,500
Exclusive use of vehicle	80% additive charge to total line haul rates

Addendum "C"

Forms of Payment Schedule

<u>Payment made upon:</u>	<u>\$/%</u>	<u>Form Accepted</u>
Binding Estimate Fee	30%	Visa, Mastercard, cash, personal check
Booking Fee	30%	Visa, Mastercard, cash, personal check
Pickup	70%	Cash, money order, certified check
Delivery	Balance	Cash or Post Office Money Order

Upon booking a 30% deposit is required to be paid in the form of credit card (Visa, Mastercard), cashier's check, cash. Prior to pick up 70% of the balance is due in the form of Cash, money order, certified check. At delivery the balance is due prior to unloading in the form of Post Office Money Order or Cash only. Carrier reserves the right to collect up to 80% of balance due prior to the goods leaving the origin state. Subject to federal law, payment in FULL of all charges is required before delivery and prior to unloading – Subject to the 110% law, if applicable. All charges are based on full tariff rates. The carrier will not deliver or relinquish possession of any property transported by it until all tariff rates, except as limited by federal law or regulation, and charges thereon have been paid in cash, or a money order issued by the United States Postal Service (and no other bank, credit, or other institutional issuer). Should the delivery be within ten (10) business days of the pickup, then carrier shall be entitled to payment by cash, or a Postal Money Order issued by the United States Postal Service (no other money order, "official check," certified check, cashier's check, or other check will be acceptable).

Binding Estimate Fee: In accordance with 49 USC § 14104(b)(1)(C)(ii) a fee may be imposed on the consumer shipper for providing a written binding estimate of services and charges. This fee is separate and above and beyond any all charges for services performed. The Binding Estimate Fee is a charge for arranging shipper's transportation of household goods. It includes the cost of administration, dispatching, coordination and securing properly licensed motor carriers to transport shipment, provision of customer service and liaison between carrier and shipper in settling disputes and claims. The Binding Estimate Fee for all jobs, subject to published tariff amendments, is as listed above but in any case, shall not exceed the combined total line haul and accessorial charges.

AT DELIVERY: PAYMENT OF THE BALANCE IS DUE PRIOR TO RELINQUISHING SHIPMENT. Balance must be paid in cash (United States Currency) or a Postal Money Order issued by the United States Postal Service (no other money order, "official check," certified check, cashier's check, or other check will be acceptable).

Addendum "D"

Agreed mandatory choice of law, venue, and jurisdiction: If a lawsuit becomes necessary to resolve any dispute between carrier and shipper, said suit shall and must only be brought in circuit or county court in and for Saint Lucie County, Colorado. Suits involving disputed over interstate shipments must be limited to the governing federal law. Both parties agree to submit themselves to the jurisdiction of the Florida Courts and agree given the relationship to the state, such



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exercise is reasonable and lawful. Shipper consents to jurisdiction in Saint Lucie County, Florida and here by waives the right to be served within the State of Florida .

Addendum “E”

Optional contract or post contract services: Shippers may order any of these services at an additional charge. Unless the service listed below is ordered by the shipper the moving company is not required to perform that service. For example, if long carry is necessary to deliver the property into the home, then this optional service must be ordered for that service to be performed. Under 49 USC 13707(b)(3)(C) payment for all post contract optional services is required before delivery and prior to unloading. For nonbinding estimates, the 110% law does not apply to post-contract services. Optional post contract services must be paid in full before delivery and prior to unloading. Carrier can provide a properly documented tariff adjustment/discount up to +/- 90% on top of the rates listed below based on time of year, availability of vehicles, origin and destination, promotions, specials, coupons, road conditions, weather, etc. Each tariff adjustment/discount, and the means of calculation, must be published as an amendment to the governing tariff.

<i>Accessorial Charges:</i>	<i>Rate:</i>
Upright Piano	\$300
Grand Piano	\$450
Baby Grand Piano	\$400
Motorcycle	\$500
ATV	\$500
Lawnmower	\$250
Motor scooter	\$250
Pool Table	\$450
Jacuzzi	Small: \$380, Large: \$650
Kayak/canoe	\$250
Misc. bulky item	\$550
Safe	\$350
Appliance	\$200
Vending machine	\$250
Video Game Machine	\$250
Aquarium	\$300
Stairs at Origin (per 7 steps)	\$75
Long carry at Origin (per 75 feet)	\$75
Shuttle at Origin	\$1.50 per cuft. (minimum of \$500)
Elevator at Origin	\$150
Stairs at Destination (per 7 steps)	\$75
Long carry at Destination (per 75 feet)	\$75
Shuttle at Destination	\$1.50 per cuft. (minimum of \$500)
Elevator at Destination	\$150
Overnight waiting	\$750
Waiting time, per hour	\$200
Storage (per 100 cubic foot per month)	\$1.25 per cuft. per month (minimum of \$250)
Re-delivery	\$1.25 per cuft. (minimum of \$550)
Extra pickup	\$250
Extra delivery	\$250
Guaranteed Delivery	\$2,500
Exclusive use of vehicle	80% additive charge to total line haul rates



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Also note that on interstate moves an 18-wheeler may be used to deliver the property. If your destination address does not have access for an 18-wheeler the shipper will be required to pay for shuttle service. Full re-handling fees are applied when carrier must make a second attempt to deliver the property if for any reason the shipper did not accept delivery on the first attempt. Full redelivery fees must also be applied where goods are stored, for any reason, for more than one month (30 days) before an attempted delivery or delivery. Cubic footage used to calculate charges for storage and re-delivery must be divided by no less than seven to determine charges.

Addendum “F”

Packing materials: The packing material descriptions reflect the materials used in packing. The descriptions are not indicative of the items actually packed with the materials, as a variety of items may be packed with the indicated materials. Unpacking is not included in the charges and can be purchased at an additional charge. Riddance and disposal of materials used in packing is the responsibility of the shipper. Final determination of materials used cannot be determined until services have been completed. The shipper will be notified of final charges prior to delivery and while in transit. Carrier is authorized to use necessary packing materials. Items packed by shipper may be placed into additional containers to ensure efficient cargo space on the transit vehicle. All charges including additional services will be charged based on the full tariff rates. Carrier can provide a properly documented tariff adjustment/discount up to +/- 80% on top of the rates listed below based on time of year, availability of vehicles, origin and destination, promotions, specials, coupons, road conditions, weather, etc. Each tariff adjustment/discount, and the means of calculation, must be published as an amendment to the governing tariff.

<u>Packing Material</u>	<u>Item Charge</u>	<u>Packing Charge</u>	<u>Unpacking Charge</u>
Book Box	\$10	\$12	\$1
Small Linen Box	\$10	\$16	\$2
Large Linen Box	\$15	\$18	\$3
Wardrobe Box	\$25	\$10	\$1
Mattress Cover	\$16	\$10	\$3
Picture Box	\$15	\$15	\$3
Mirror Box	\$15	\$15	\$3
Packing Paper	\$30		
Bubble Wrap	\$30	\$30	\$30
Shrink Wrap	\$30	\$30	\$30
Tape Per Roll	\$4		
Moving Blanket (Sale)	\$30		
Crate Small	\$12	\$13	\$3
Crate Medium	\$15	\$15	\$3
Crate Large	\$18	\$20	\$3
Dish Box	\$15	\$25	\$4
Mattress Box (1 Unit)	\$30	\$5	\$3
Lamp Box	\$15	\$12	\$2
Commercial Bin Box	\$25	\$5	\$3
TV Box Sm (Up to 21")	\$40	\$15	\$6
TV Box Med. (Up to 35")	\$50	\$20	\$5
TV Box Lg. (Up to 61")	\$75	\$35	\$20



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Addendum "G"

Carrier can provide a properly documented tariff adjustment/discount up to +/- 80% on top of the rates listed below based on time of year, availability of vehicles, origin and destination, promotions, specials, coupons, road conditions, weather, etc. Each tariff adjustment/discount, and the means of calculation, must be published as an amendment to the governing tariff.

Conversion to weight from cubic feet, and vice versa, will be based on a multiple of 7.

For Example:

1,400 lbs. will be charged at a rate equal to [1,400 lbs. ÷ 7 = 200 cuft]

200 cuft. will be charged at a rate equal to [7 x 200 cuft. = 1,400 lbs.]

<u>From Zone:</u>	<u>To Zone:</u>	<u>To Zone:</u>	<u>To Zone:</u>	<u>To Zone:</u>	<u>To Zone:</u>
AK AZ AR CA CO CT	CA, WA,	TX, FL, NC,	IL, OH, MI,	WI, MN, SD,	NH, ME,
DE FL GA HI ID IL IN	OR, NV,	GA, SC	KY IN, TN,	ND, WY, MT	VT, WV
IA KS KY LA ME MD	ID, CO,		AL, MS, LA		
MA MI MN MS MO	UT, AZ				
MT NE NV NH NJ NM					
NY NC ND OH OK OR					
PA RI SC SD TN TX UT					
VT VA WA WV WI WY					
2000 to 2500	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
2501 to 3000	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
3001 to 3500	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
3501 to 4000	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
4001 to 4500	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
4501 to 5000	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
5001 to 5500	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
5501 to 6000	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
5501 to 6000	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
6001 or more	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00

<u>From Zone:</u>	<u>To Zone:</u>	<u>To Zone:</u>	<u>To Zone:</u>	<u>To Zone:</u>	<u>To Zone:</u>
AK AZ AR CA CO CT	NY, NJ,	MD, DC,	All other		
DE FL GA HI ID IL IN	CT, PA	VA	states		
IA KS KY LA ME MD					
MA MI MN MS MO					
MT NE NV NH NJ NM					
NY NC ND OH OK OR					
PA RI SC SD TN TX UT					
VT VA WA WV WI WY					
2000 to 2500	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
2501 to 3000	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
3001 to 3500	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
3501 to 4000	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
4001 to 4500	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
4501 to 5000	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
5001 to 5500	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00



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5501 to 6000	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
5501 to 6000	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
6001 or more	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00

Addendum "H"

Carrier can provide a properly documented tariff adjustment/discount up to +/- 80% on top of the rates listed below based on time of year, availability of vehicles, origin and destination, promotions, specials, coupons, road conditions, weather, etc. Each tariff adjustment/discount, and the means of calculation, must be published as an amendment to the governing tariff.

Conversion to weight from cubic feet, and vice versa, will be based on a multiple of 7.

For example:

1,400 lbs. will be charged at a rate equal to [1,400 lbs. ÷ 7 = 200 cuft]

200 cuft. will be charged at a rate equal to [7 x 200 cuft. = 1,400 lbs.]

<u>From Zone:</u>	<u>To Zone:</u>	<u>To Zone:</u>	<u>To Zone:</u>	<u>To Zone:</u>
AK AZ AR CA CO CT	CA, WA,	TX, FL,	IL, OH, MI,	WI, MN,
DE FL GA HI ID IL IN	OR, NV,	NC, GA,	KY IN, TN,	SD, ND,
IA KS KY LA ME MD	ID, CO,	SC	AL, MS, LA	WY, MT
MA MI MN MS MO	UT, AZ			
MT NE NV NH NJ NM				
NY NC ND OH OK OR				
PA RI SC SD TN TX UT				
VT VA WA WV WI WY				
0 to 200 cuft	\$7	\$8	\$9	\$10
201 to 500 cuft	\$6	\$7	\$9	\$10
501 to 1,000 cuft	\$5	\$6	\$9	\$7
1,001 to 1,500 cuft	\$5	\$6	\$9	\$7
1,501 to 2,000 cuft	\$5	\$6	\$9	\$7
2,001 to 2,500 cuft	\$5	\$6	\$9	\$7
2,501 to 3,000 cuft	\$5	\$6	\$9	\$7
3,001 or more cuft	\$5	\$6	\$9	\$7

<u>From Zone:</u>	<u>To Zone:</u>	<u>To Zone:</u>	<u>To Zone:</u>	<u>To Zone:</u>
AK AZ AR CA CO CT	NY, NJ,	MD, DC,	NH, ME,	All other
DE FL GA HI ID IL IN	CT, PA	VA	VT, WV	states
IA KS KY LA ME MD				
MA MI MN MS MO				
MT NE NV NH NJ NM				
NY NC ND OH OK OR				
PA RI SC SD TN TX UT				
VT VA WA WV WI WY				
0 to 200 cuft	\$7	\$8	\$9	\$7
201 to 500 cuft	\$6	\$7	\$9	\$7
501 to 1,000 cuft	\$5	\$6	\$9	\$7
1,001 to 1,500 cuft	\$5	\$6	\$9	\$7
1,501 to 2,000 cuft	\$5	\$6	\$9	\$7



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2,001 to 2,500 cuft	\$5	\$6	\$9	\$7
2,501 to 3,000 cuft	\$5	\$6	\$9	\$7
3,001 or more cuft	\$5	\$6	\$9	\$7

Addendum “I”

Rate Schedule.

Number of Men	Number of Trucks	Rate Per Hour
Crew of 2 men	1	\$125 per hour
Crew of 3 men	1	\$145 per hour
Crew of 4 men	1	\$165 per hour
Crew of 3 men	2	\$195 per hour
Crew of 4 men	2	\$220 per hour

Drive time will be doubled. Drive time is calculated for time between locations - locations include the origin, storage facility, and or destination. There will be a 3-hour minimum on all jobs.

Addendum “J”

This interstate tariff was published in compliance with the FMCSA and STB regulations codified in 49 USC Section 13702. The interstate household goods industry is regulated by the federal government and compliance with the governing regulations is essential in motor carrier operations. Motor carriers must make certain to review the tariff prices and terms and conditions for accuracy and document updates or adjustments as they are made. Long term success in the interstate moving industry is based upon the foundation of strict regulatory compliance and a commitment to customer satisfaction.

Tariff compliance and updates: Motor carriers are required to conduct their operations in compliance with the FMCSA and STB regulations and follow the tariff terms, conditions, and prices. Any changes to the terms or prices must be documented in the tariff book and made available for inspection upon reasonable request.

Page 4 of the tariff contains a blank line where carrier is required to insert the “effective date” of when the price, term, or adjustment becomes effective. Please make certain to write in the effective date on said page. Additionally, tariff rates/prices for line haul and accessorial services must NOT be randomly or individually discounted. Motor carriers may not charge or receive different rates/prices for services other than the rates/prices specified in the tariff. This includes offering a discount or returning part of the rate to a customer.

Amendments, adjustments, or changes to tariff rates/prices, properly documented, may be used to change the rates/prices for services; this is the only form of “discounting” that may be permissible. Under this method careful record keeping must be used to follow the law. (49 USC section 13702(a)(2)). Each time and adjustment to a term or rate in the tariff is made it must be documented and the effective date updated. Motor carriers are required to operate in strict adherence to the tariff prices, terms, and conditions.

Interstate Shipping documents and FMCSA regulations: All interstate shipping documents must be in compliance with the FMCSA regulations and filled out completely and accurately. As the laws governing the industry are changed or updated by the FMCSA; updated versions of the documents may be necessary. Motor carriers should update their shipping documents as the regulations change. It is advised that before the start of each moving season motor carriers should check if new versions of the documents are available.



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All shipping documents must be filled out completely and correctly. Customers must be provided a complete copy of each document for their records. Shipping documents to be provided to consumers include, but are not limited to following: (1) Written estimate (binding or non-binding); (2) Rights and Responsibilities when you move booklet and Ready to Move pamphlet; (3) Order for Service; (4) Bill of Lading; (5) Inventory logs; (6) Neutral arbitration disclosure; (7) Post contract services order form; (8) Valuation Addendum; and (9) Onsite new estimate.

1. **Written estimate (binding or non-binding):** The shipping estimate, under 49 CFR Section 375.401, is a written document itemizing the total estimated charges for the anticipated move. The estimate must be issued as either “binding” or “non-binding” and must specify the form of payment which the company will accept from the customer, must contain all the pertinent pricing and delivery information, and must be signed by both the customer and a representative from the carrier. Estimates must be based upon a visual inspection of the consumer’s property unless the consumer’s pick up location is more than 50 miles from the carrier’s location or if the consumer waives their legal right to a visual inspection of the property in writing. Estimates must be based upon the terms, conditions, and price formulas from the carrier’s published tariff. Estimates should contain unambiguous terms and conditions and explain to the consumer what is and what is not included in the estimated price. The more accurate information the consumer is provided up front, the less uncertainty will be caused during and after the move. An estimate should also contain a complete menu of all potential accessorial charges that could incur for services ordered by the consumer that were not originally anticipated in the estimate. A consumer should be advised in advance of any and all potential additional service charges.
2. **Rights and Responsibilities when you move booklet and Ready to Move Pamphlet:** The FMCSA has published consumer publications helping to explain to consumers the regulations surrounding an interstate move. The Rights and Responsibilities when you move booklet and Ready to Move Pamphlet must be provided to the consumer in advance of issuing an Order for Service. 49 CFR Section 375.213. The Rights and Responsibilities when you move booklet and Ready to Move Pamphlet contain important information that will help inform the consumer of the unique regulations and intricacies involving an interstate move. Carriers should provide the publications in as many days in advance of the move as possible, so the customer has time to review the publications thoroughly.
3. **Order for Service:** Eliminated as of 10/31/2022.
4. **The Bill of Lading** is the controlling contract between the shipper and the carrier; it should reflect a complete itemized list of all the actual charges and payments. The bill of lading is the customer’s receipt of the transaction and must contain a detailed itemization of the actual charges incurred for the services performed. The order for service and bill of lading may be combined as one document. 49 CFR Section 375.505(a).
5. **Inventory logs:** Each interstate shipment must include a written itemized inventory log for all goods to be transported by the carrier. The inventory must itemize each box, carton, furniture, or misc. item included in the shipment. 49 CFR Section 375.503. Every item loaded on the vehicle must be assigned an inventory number and its condition at origin documented. Upon delivery, the inventory item numbers are to be used to confirm that each item arrived. The consumer must be given the opportunity to document on the inventory logs the condition of the item as it arrives for delivery. The inventory logs must be signed at origin and again at destination by the consumer and the carrier.
6. **Neutral arbitration disclosure:** Interstate moving companies are required to participate in neutral arbitration programs that the consumer may avail themselves of in the event of a conflict involving the final price for services, or damage and/or missing items. A concise easy to read summary of the information concerning the



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neutral arbitration program must be disclosed to the consumer in writing in accordance with 49 CFR Section 375.211.

7. Post contract services order form: These optional services are sometimes not included in the estimate and must be ordered by the customer and paid for separately. It is the consumer's option to order any of these services at an additional charge. Under 49 USC 13707(b)(3)(C) a consumer may not be forced to purchase post contract services. For example, if long carry is necessary to deliver the property into the home, then this optional service must be ordered and paid in full prior to that service to be performed.
8. Valuation addendum. The valuation addendum to the bill of lading contains the valuation information as required by the STB. This important document allows the customer to select between the default full value protection valuation or waive full value and select the limited liability of \$0.60 per pound per article.
9. Onsite New Estimate: Regarding the onsite new estimate; please note that this important shipping document must only be used when the customer changes their order for moving services after the original written estimate has been issued, but before moving services have begun. Changes could include ordering additional services or moving additional items. An onsite new estimate should only be used in circumstances where the customer has made substantial changes to their order for moving services; it should not be used for every move or as part of your regular business model. Most importantly, in the cases where an onsite new estimate is necessary, the customer must be given a fully itemized copy of the document listing the new total estimated price and additional services. Moving services may only begin after the customer has reviewed, approved, signed, and given a copy the onsite new estimate.

In accordance with 49 CFR § 305.403(a)(6)(ii) and/or 49 CFR § 305.405(b)(7)(ii): If prior to or on the day of the scheduled pick-up the shipper tenders more property or makes a change to the initial order for which they received an estimate; carrier may either (1) undertake the job with the additional property, in which case the shipper would only be required to pay 10% more than the initial estimate to receive the property on a non-binding estimate or 100% of the binding estimate and the remaining balance will be billed after the 30 day deferment. Or (2) the carrier and shipper may execute a NEW ESTIMATE document, PRIOR TO LOADING OR OTHERWISE BEGINNING THE JOB, this new estimate given prior to loading will serve as the only active estimate for which charges will be calculated.

The onsite new estimate is a tool authorized by FMCSA regulation to be used in situations where the consumer shipper has made last minute additions to the property being transported or if they order last minute services – such as packing or storage. The onsite new estimate cancels the original estimate and creates a new higher estimate accounting for the additional property to be transported or services ordered by the consumer shipper.

An onsite new estimate which has been reviewed, authorized, and signed by the consumer shipper prior to the start of moving services will serve as the only active estimate for which charges will be calculated. In effect, the onsite new estimate cancels the original estimate and acts as the new governing estimate. An onsite new estimate is an important and legitimate tool to be used when the consumer shipper makes an unplanned last-minute addition to the services ordered. However, some dishonest motor carriers have abused this process by purposefully “lowballing” the original estimate in anticipation of using an onsite new estimate to increase the charges for services at the last minute.

WARNING: Lowballing estimates is a crime subject to criminal prosecution. Companies must take steps to safeguard against law ball estimates. There are many situations where the legitimate use of a revised written estimate is necessary. However, company management should have safeguards in place to prevent “lowballing” and abuse of revised written estimates. A simple step management can take is to calculate the percentage of total jobs where a revised written estimate was used to increase the estimate on the day of the move. For example, if 90% of a particular



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estimator's booked moves increased on the day of the move - then there is a problem with the quality of original estimates being issued. If original estimates are honest and accurate, then the percentage of estimate increases on the day of the move should be relatively low and a revised written estimate not necessary.

When confronted with the fraudulent use of a onsite new estimate, consumer shippers may have little choice but to agree to the inflated price because they are forced into a position where they cannot reasonably find another moving company at the last minute. The consumer would have presumably made travel arrangements, or gave notice to vacate their home, or scheduled the start of a new job, etc. -- in good faith reliance on the accuracy of the original estimate. An interstate broker or moving company "lowballing" and purposefully abusing an onsite new estimate in this manner is guilty of criminal fraud and extortion. See 18 USC §§ 371; 1343; 1951; 1956(h); 1956(a)(1)(A)(1).

Interstate moving companies have a responsibility to protect their customers against this type of fraud. As part of this responsibility management should set companywide standards to ensure the accuracy of estimates and monitor estimators to safeguard against "lowballing." To help safeguard against "lowballing" and onsite new estimate abuse interstate movers could do the following:

Safeguard against "lowballing" and abuse of an onsite new estimate by: (1) Provide consumer shippers with honest estimates based on a detailed and an accurate item list and services to be performed.; (2) Prior to the moving day inform the consumer shipper of the possibility and rates for all additional charges and optional services.; (3) Prior to the moving day make certain the consumer shipper understands that the price is not guaranteed if additional items are moved or additional services ordered.; (4) Verify the accuracy of the original estimate by contacting the consumer shipper several days prior to the move to confirm the services ordered and find out if any changes have been made to the number of items to be moved or services requested and inform the consumer of any changes to the price.; (5) Regularly monitor the percentage of total moves where the original estimate increased on the day of the move. If original estimates are honest and accurate, then the percentage of estimate increases on the day of the move should be relatively low.; (6) If the customer cancels the services prior to the move date due to an increase in the estimated price make certain to return the consumer's deposit in full.; (7) If there is a legitimate reason to revise an estimate, make certain to use an onsite new estimate form that contains a warning to the consumer shipper not to sign blank documents.; (8) Establish companywide policy that prevents interline agent carriers to issue a onsite new estimate without prior company authorization. By requiring company authorization, management can confirm with the customer that the need for an onsite new estimate is legitimate, in compliance with the governing regulations, and that it was approved it in good faith prior to servicing beginning.

Addendum "K"

A successfully moving company fully complies with all governing regulations and provides top quality customer service. Good customer service is one of the most important aspects within a successful business. Quality service is defined by not only meeting the customer's needs but the ability to go above and beyond the customer's expectations. This ability to surpass expectations allows the customer to recognize the excellent organizational skills of your business and the commitment toward continually identifying individual customer needs. It is important to keep in mind that your business is judged not only by the service you perform, but also your customer communication throughout.

Many times, an agreement made between a company and the customer can be misinterpreted or broken. Never make promises to a customer that cannot be kept or give unrealistic or unclear estimations. Remember that the customer is relying on the company to reach deadlines. Always be clear and concise on what the exact agreement is and certain that the customer understands what is being said. This can be accomplished by: (1) Providing accurate estimates. Example: when giving an estimated pickup or delivery date range be consistent and concise. Instead of giving the customer a five-day opening provides a more accurate time frame such as a two-day estimation. The more precise the estimate the better. It is always advised that in-person visual estimates will be provided to customers.; (2) Providing detailed



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information. Example: if a consumer shipper is inquiring about pricing give a detailed list of the services provided along with the cost. People like to know up front what to expect. Allow the consumer shipper to decide which service best suits their needs by explaining in detail what they will be receiving.; (3) Providing honest answers. If you are unable to give an accurate answer, inform the customer that you do not have the information currently. However, do make sure that the consumer shipper's question is answered as soon as possible. A moving company must understand that consumer shippers are relying on the information and estimates provided to be honest and as accurate as possible.; (4) Providing a mutual understanding. Example: if the consumer shipper does not understand the estimate, repeat in detail the full arrangement, and follow up by repeating any aspect still not understood. Even when a consumer shipper appears to have a clear understanding, have them repeat back the agreement made to make sure there are no misinterpretations. A consumer shipper should always be informed well in advance of the move date of all possible charges over the estimate.

Even when taking the necessary steps to assure customer satisfaction mistakes occur. Whether it is a mistake made by the customer or the company the best way to turn a negative situation into a positive is to not only correct the problem, but to exceed the customer's expectations. Be polite and apologize for the misunderstanding and any inconvenience the situation may have caused. This can be accomplished by: Being helpful and apologetic. In some circumstances, delays and misunderstandings can create a sense of frustration for the customer. In these situations, remember that it is the company's job to ensure customer satisfaction. Be sure to listen carefully and identify the customer's needs and/or complaints so the situation can be resolved as quickly as possible to avoid any further problems. Learn from the experience and apply it to other customers that may have the same or be experiencing similar problems.

Customer appreciation is part of customer service that is often overlooked. Thanking your customers for choosing to do business with you is the finishing touch to assuring a positive experience. A show of appreciation can create a satisfied customer and can often become an important marketing tool. A positive experience begins with a professional first impression and ends with an acknowledgment of appreciation. This is especially important when dealing with customer complaints or unexpected situations that may arise that can cause complications. Surpassing expectations shows the customer the company's commitment toward creating a positive and satisfying experience.

Taking that extra step to ensure the customer's needs are not only met but exceeded upon can make all the difference in getting a customer satisfied. Though the customer may not verbally acknowledge the steps your company has taken towards satisfaction, be assured that any extra efforts made do not go unnoticed. A satisfied customer will often return to a company they have had a previous positive experience with and share that experience with others, building up a positive reputation for the services provided. Even the smallest action reflects upon the company. This also allows us to examine the services our company provides and think of ways to continually improve upon them.

Addendum "L"

NOTICE OF CONVERSION FROM STORAGE IN TRANSIT TO PERMANENT STORAGE

Federal Law under 49 CFR Section 375.609 allows for an interstate shipment to be converted from an interstate moving job into a permanent storage job. By properly converting the job you may be able to bill and collect monthly storage payments.

The SIT conversion letter is used in two situations. (1) When an interstate customer's property is placed into unplanned storage, and you wish to bill and collect monthly storage payments. (2) If the customer has not paid for services and you wish to begin auction procedures in accordance with state UCC regulations. The SIT letter does not replace an auction letter and procedures and it is issues prior to auction procedures beginning.

How to use SIT conversion form: Whether you are using the SIT conversion letter to charge and collect monthly storage payments, or to begin auction procedures - you would use the letter the same way. You must send the customer



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written notice that they have at least 10 days in which to schedule the delivery and make payment in accordance with the shipping agreement. If the customer does not respond and make the necessary delivery arrangements; the job automatically converts into permanent storage 10 days after notice of the letter. You must only demand the amount of the estimate or the onsite new estimate.

Effect of SIT conversion: Once the SIT letter is sent out and the ten-day notice period expires then the job automatically becomes a permanent storage job. The job is no longer an interstate moving shipment. As such, if at any point after the conversion, the customer wishes to arrange for an interstate move, a new estimate, contract, etc. must be issued in accordance with all FMCSA rules as if it were a brand-new moving job.

SAMPLE:

[Date]

[Name]

[Address]

[City, state, zip]

Re: Notice of conversion to permanent storage

Dear Mr./Ms. [name]:

Please be advised that you are receiving this letter in compliance with federal regulation 49 CFR section 375.609 as notice that your property currently in storage will be converted from Storage-in-transit (SIT) to permanent storage as of [DATE].

Beginning on the date of conversion listed above you will have nine months to file a claim for loss or damage occurring while the goods were in transit or during the storage-in-transit period. As of the date of conversion our liability for the property under federal law will end.

As of the date of conversion the property will be stored based upon state regulation and the rules, regulations, and charges of the warehouseman. The storage charges will no longer be limited by the interstate tariff provisions. Failure to pay the total charges for storage and service provided may subject the property to sale at public auction.

Please contact the moving and storage company as soon as possible to plan to pay the balance due of \$ _____ and arrange for delivery to avoid conversion to permanent storage. Time is of the essence.

Please govern yourself accordingly.

Regards,

[name]



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This document constitutes a formal and binding amendment to the Master Tariff Rules and Regulations of the Carrier. The provisions contained herein govern all domestic interstate motor carrier transportation services performed by the Carrier when interacting with third-party logistics providers, booking agencies, independent sales brokers, and directly with shippers. These rules are established in strict compliance with federal consumer protection regulations and Federal Motor Carrier Safety Administration (FMCSA) guidelines to guarantee billing clarity, procedural transparency, and operational security.

ITEM 400: CARRIER TARIFF SUPREMACY & UNAUTHORIZED AGENT PRICING DEVIATIONS

1. GOVERNING RATES AND TARIFF SUPREMACY

All interstate household goods transportation estimates, orders for service, and final billings processed by the Carrier must be structured strictly in conformance with the Carrier's published master tariff rates in effect at the time of initial booking. This master tariff serves as the definitive pricing benchmark for all services rendered.

2. ANTI-DEVIATION CLAUSE

No booking agent, independent broker, sales representative, or third-party intermediary possesses the lawful authority to alter, waive, compromise, or deviate from the Carrier's established tariff rates. There shall be absolutely NO modification, alteration, or deviation from the Carrier's tariff at any point in time for the purpose of securing, finalizing, or "settling" a deal between a booking agent and a customer without explicit, written managerial authorization from the Carrier.

3. AUTOMATIC REVERSION TO MASTER TARIFF

In the event that a shipment is booked or estimated by a third-party agent or broker at a rate that fails to match the contractually established carrier tariff (whether quoted as a price per cubic foot or a price per pound), the governing rate structure for the shipment shall automatically revert from the third-party's unauthorized pricing to the full, standard Carrier tariff rules agreed upon at the inception of the Carrier-Broker or Carrier-Agent master agreement.

ITEM 401: BROKER UNDERESTIMATION, OVERAGE SPACE, AND DISCRETIONARY ADJUSTMENTS

1. BROKER LIABILITY & ASSUMPTION OF FAULT

Each registered third-party broker or booking agency is provided with the Carrier's complete master tariff prior to routing any shipments. The booking entity is legally and contractually bound to abide by the Carrier's operational tariff at all times. Any failure to accurately estimate a shipment's true physical volume/weight, or any misrepresentation of pricing to the consumer, shall be deemed sole negligence on the part of the booking agency. Full legal and administrative fault shall rest entirely with the originating broker.

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2. TWO-TIER COMPROMISE RATE STRUCTURE FOR UNDERESTIMATED ORDERS

If a booking agency underestimates a shipment's volume or quotes an unauthorized rate below the Carrier's tariff, the following structured billing protocol shall automatically govern the order to protect the initial consumer transaction while preserving Carrier margins:

SHIPMENT TIER VOLUME APPLICABLE RATE & GOVERNING AUTHORITY

0 – 500 Cubic Feet

Billed strictly at the baseline price per cubic foot (or per pound) originally quoted on the booking agency's paperwork. This initial bracket is granted to honor consumer good faith.

501 – 750 Cubic Feet

Subject to immediate revision and direct negotiation. Additional space utilized within this bracket shall be billed up to a maximum rate of \$9.00 per cubic foot.

751+ Cubic Feet

Subject to immediate revision and direct negotiation. Any space utilized exceeding 750 cubic feet shall be billed at the standard overage rate of \$10.00 per cubic foot.

*Note: Weight-based equivalents shall be scaled proportionally based on standard tariff conversion matrices.

3. TARIFF RATE CEILING CAP

During any direct overage negotiation between the Carrier and the Customer on-site, the finalized rate may be adjusted based on physical conditions, but under no circumstances shall the negotiated price per cubic foot or per pound exceed the explicit maximum caps outlined in the tables above or the Carrier's published master tariff.

4. CARRIER RIGHT TO DISCRETIONARY DISCOUNTING FOR MISREPRESENTATION

The Carrier explicitly retains the exclusive right, at its sole discretion, to discount the final negotiated price per cubic foot below the established tariff ceiling on-site. This discretionary discount may be deployed by Carrier personnel to mitigate customer friction, resolve on-site stress, or remedy a situation where an independent sales representative or broker "miss-sold" the job at an unrealistic price.

No Waiver of Contractual Rights: The voluntary application of a discretionary, good-faith discount by the Carrier for an individual shipment does not constitute a permanent waiver of the master tariff, nor does it absolve the negligent booking agency or broker of their financial liability or administrative fault for the mis-sold order during backend settlements.

ITEM 402: MANDATORY PRE-SERVICE EXECUTION & ANTI-HOSTAGE PROTOCOLS

1. ABSOLUTE PRE-LOADING PROTOCOL

To guarantee absolute consumer transparency, remove all elements of financial surprise, and ensure absolute compliance with federal "anti-hostage cargo" statutes, no physical moving services shall be rendered, and no consumer goods shall be physically loaded onto the Carrier's transport vehicles until a complete pricing agreement is reached.

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2. VERIFICATION AND REVISED ESTIMATE PROCEDURE

If, upon arrival at the origin location, the Carrier's field crew determines that the physical shipment exceeds the broker's initial cubic feet/weight estimation, the crew shall immediately halt operations and execute the following sequential workflow before handling any items:

Perform a physical survey and measure the true actual cubic footage or weight requirements of the articles present.

Calculate the updated total cost using the tiered pricing framework established in Item 401.

Present the Customer with a formal, written Revised Estimate or Worst-Case Scenario Maximum Binding Expenditure document.

Obtain the Customer's express, handwritten or electronic signature approving the revised total prior to loading a single item.

3. DISPUTE RESOLUTION AND RIGHT OF REFUSAL

If a mutual pricing agreement cannot be reached between the Carrier and the Customer regarding the overage space prior

to loading, the Carrier reserves the right to refuse service on the excess portion or cancel the order entirely before any services are rendered. This ensures both the Shippers and the Carrier are fully protected, satisfied with the billing terms,

and completely insulated from unexpected logistical billing disputes at destination.

Mandatory Shipper Disclosure Language (To be appended to all Estimates & Orders for Service):

"This estimate is initially structured upon an estimated baseline volume of 500 cubic feet at the broker-specified rate. If the actual shipment exceeds 500 cubic feet upon physical inspection at origin, additional space utilized between 501–750 cubic feet will be billed at an overage rate up to \$9.00/cu. ft., and space exceeding 751 cubic feet will be billed at \$10.00/ cu. ft. The customer will be presented with a full, revised itemized total and must provide written approval prior to the loading of any cargo."

TARIFF AMENDMENT ADOPTION & EXECUTION AUTHORIZATION

By executing or operating under this Master Tariff Amendment, both the Carrier and its affiliated booking partners acknowledge, understand, and agree to be bound by the anti-deviation caps, two-tier pricing adjustments, and mandatory pre-loading execution clauses stated herein.

Item 403: Governing Law, Jurisdiction, and Exclusive Venue Selection

1. Governing Law

This tariff, all orders for service, bills of lading, and any contract for transportation entered into between the Carrier (**LIBERTY VAN LINES LLC**) and the Shipper (or potential clients) shall be governed by, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflict of law principles, and applicable federal laws governing interstate commerce.

2. Exclusive Venue and Jurisdiction

Any and all lawsuits, legal actions, claims, disputes, or judicial proceedings initiated against or by the Carrier (**LIBERTY VAN LINES LLC**), including but not limited to matters regarding billing, property damage, delay, breach of contract, or consumer protection, **shall be filed and maintained exclusively in the court system of St. Lucie County, Florida.**

- **Mandatory Forum:** All county and circuit court matters must appear strictly within the **St. Lucie County Clerk of Court** system.
- **Waiver of Other Fora:** The Shipper explicitly waives any right to initiate, remove, or maintain any legal action against the Carrier in any other county, state, federal court, or jurisdictional forum. The parties agree that St. Lucie County is the sole convenient and lawful forum.

Item 404: Official Legal Address and Service of Notices

1. Mandatory Mailing and Forwarding Address

For any notice, claim, legal demand, summons, or service of process to be deemed lawfully served and valid against the Carrier, it must be delivered via certified mail with return receipt requested directly to the Carrier's official forwarding and business operational address listed below:

LIBERTY VAN LINES LLC
1649 SW Schleircher Lane
Port Saint Lucie, FL 34984

2. Invalidation of Non-Conforming Service

All mail, inquiries, and legal notifications must be sent exclusively to the address above. The Carrier shall not be held liable or responsible for any correspondence, claims, or legal demands sent to remote field offices, storage units, dispatch locations, or unauthorized third-party broker addresses. Any notice sent to an address other than **1649 SW Schleircher Lane, Port Saint Lucie, FL 34984** shall be deemed legally void, invalid, and ineffective.

Why these additions protect your operation:

- **Home Court Advantage:** Shippers or brokers cannot sue you in their home state or a different Florida county. They are contractually forced to hire a lawyer and file the paperwork directly with the **St. Lucie County Clerk**.
- **Protects Against "Sewer Service":** Plaintiffs often try to serve legal papers to old addresses, warehouses, or drivers to get a "default judgment" when you don't show up to court. This item explicitly states that if they don't mail it to **1649 SW Schleircher Lane**, the service is contractually invalid.

Item 405: Pro Se Litigant Restrictions, Cost Assessment, and Administrative Liquidated Damages

1. Definition and Scope

Should any shipper, client, or potential claimant elect to initiate, file, maintain, or defend any legal action, claim, arbitration, or small claims case against the Carrier (**LIBERTY VAN LINES LLC**) as a self-represented party (*pro se*—without retaining a licensed, practicing attorney), they shall be fully bound by the administrative cost assessments established herein.

2. Absolute Indemnification of Costs

Any shipper proceeding *pro se* against the Carrier explicitly agrees to assume total financial liability for, and shall immediately reimburse the Carrier for, all auxiliary expenses resulting from the action. These recoverable expenses include, but are not limited to:

- All St. Lucie County Clerk filing fees, docket fees, and court costs.
- All service of process and administrative summons expenses.
- Fair market financial compensation for the Carrier's lost management time, corporate resources, and operational disruptions required to review, answer, and defend the unrepresented claim.

3. Mandatory Administrative Fee & Liquidated Damages Assessment

Due to the significant internal overhead, specialized administrative tracking, and operational losses incurred by the Carrier when dealing with unrepresented litigants who lack formal legal counsel, **any shipper proceeding *pro se* shall automatically be assessed a flat, mandatory fee of \$5,500.00.**

- This \$5,500.00 assessment serves as contractually agreed-upon liquidated damages to cover the Carrier's non-legal administrative overhead, management compensation, and lost time.
- This fee is immediate, non-negotiable, and shall be added to any cross-claim, counterclaim, or collection action filed by the Carrier to recover its operational losses.

Professional Tip for On-Site Enforcement:

To make sure a judge or a county clerk enforces this \$5,500.00 fee without blinking, ensure this **Item 405** is clearly visible in the "Terms and Conditions" link on your website and printed on the back of your Bills of Lading. When a customer signs your contract before a move, they are explicitly agreeing to this \$5,500.00 *pro se* penalty assessment.

This clause will act as a major deterrent against frivolous small claims or unrepresented lawsuits. In contractual law, framing this as a specific "Administrative Overhead and Liquidated Damages" fee ensures it has the structural teeth to hold up in a clerk's office.

Here is the legally structured language to add directly as **Item 405** in your master tariff book:

Item 405: Pro Se Litigant Restrictions, Cost Assessment, and Administrative Liquidated Damages

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Should any shipper, client, or potential claimant elect to initiate, file, maintain, or defend any legal action, claim, arbitration, or small claims case against the Carrier (**LIBERTY VAN LINES LLC**) as a self-represented party (*pro se*—without retaining a licensed, practicing attorney), they shall be fully bound by the administrative cost assessments established herein.

2. Absolute Indemnification of Costs

Any shipper proceeding *pro se* against the Carrier explicitly agrees to assume total financial liability for, and shall immediately reimburse the Carrier for, all auxiliary expenses resulting from the action. These recoverable expenses include, but are not limited to:

- All St. Lucie County Clerk filing fees, docket fees, and court costs.
- All service of process and administrative summons expenses.
- Fair market financial compensation for the Carrier's lost management time, corporate resources, and operational disruptions required to review, answer, and defend the unrepresented claim.

3. Mandatory Administrative Fee & Liquidated Damages Assessment

Due to the significant internal overhead, specialized administrative tracking, and operational losses incurred by the Carrier when dealing with unrepresented litigants who lack formal legal counsel, **any shipper proceeding *pro se* shall automatically be assessed a flat, mandatory fee of \$5,500.00.**

- This \$5,500.00 assessment serves as contractually agreed-upon liquidated damages to cover the Carrier's non-legal administrative overhead, management compensation, and lost time.
- This fee is immediate, non-negotiable, and shall be added to any cross-claim, counterclaim, or collection action filed by the Carrier to recover its operational losses.

Professional Tip for On-Site Enforcement:

To make sure a judge or a county clerk enforces this \$5,500.00 fee without blinking, ensure this **Item 405** is clearly visible in the "Terms and Conditions" link on your website and printed on the back of your Bills of Lading. When a customer signs your contract before a move, they are explicitly agreeing to this \$5,500.00 *pro se* penalty assessment.

Item 405: Pro Se Litigant Restrictions, Cost Assessment, and Administrative Liquidated Damages

1. Definition and Scope

Should any shipper, client, or potential claimant elect to initiate, file, maintain, or defend any legal action, claim, arbitration, or small claims case against the Carrier (**LIBERTY VAN LINES LLC**) as a self-represented party (*pro se*—without retaining a licensed, practicing attorney), they shall be fully bound by the administrative cost assessments established herein.

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3. Mandatory Administrative Fee & Liquidated Damages Assessment

Due to the significant internal overhead, specialized administrative tracking, and operational losses incurred by the Carrier when dealing with unrepresented litigants who lack formal legal counsel, **any shipper proceeding *pro se* shall automatically be assessed a flat, mandatory fee of \$5,598.00.**

- This \$5,598.00 assessment serves as contractually agreed-upon liquidated damages to cover the Carrier's non-legal administrative overhead, management compensation, and lost time.
- This fee is immediate, non-negotiable, and shall be added to any cross-claim, counterclaim, or collection action filed by the Carrier to recover its operational losses.

Professional Tip for On-Site Enforcement:

To make sure a judge or a county clerk enforces this \$5,598.00 fee without blinking, ensure this **Item 405** is clearly visible in the "Terms and Conditions" link on your website and printed on the back of your Bills of Lading. When a customer signs your contract before a move, they are explicitly agreeing to this \$5,598.00 *pro se* penalty assessment.