



Sky Van Lines .INC

DOT No.: 2176401 • ICC/MC: 757701

4500 Andrews St, Suite A North Las Vegas, NV 89081

Interstate Tariff

Professional Movers Interstate Domestic Moving Tariff

Application: *This document governs all sections of this tariff unless otherwise provided within individual section. 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.*

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.

Carrier is authorized under this tariff to provide services based on either binding OR non-binding OR Guaranteed Not to Exceed estimates. Moreover, charges for line haul services may be based on either the amount of weight in pounds of the property being transported OR the amount of cubic feet occupied by the property on the transport vehicle. More over, carrier may charge based on an hourly rate. If the line haul is charged based on cubic feet or an hourly rate then the estimate provided must be binding.

Shipping documents: *All Bills of Lading, Orders for Service, and other shipping documents used by the carrier are applicable to this tariff and incorporated by reference.*

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 at a different rate then carrier’s tariff and shall be based upon broker’s tariff rates which are incorporated by referenced into this document.*

Authorized Carriers: *the following carriers are authorized to use this tariff and operate under it’s terms and conditions:*

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NOTICE OF AVAILABILITY OF THE PUBLISHED TARIFF

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 shippers or representatives of the United States Department of Transportation, Federal Motor Carrier Safety Administration

To make arrangements to inspect/view this tariff and its provisions please contact the moving company, which will accommodate a reasonable request.

IMPORTANT LEGAL NOTICE ABOUT THE TARIFF

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. ¹A 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 can not 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.

²A moving company's tariff must be published and made available to any shipper whom 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

³Tariff 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. ⁴Any 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. ⁵Criminal penalties for tariff violations include financial fine and/or a sentence to prison for up to two (2) years for each individual violation.

⁶Moving 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 charges for a service or charges a rate different then the rate specified in the tariff, then the moving company can be held responsible for the violation both criminally and civilly.

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

² 49 CFR § 375.213(a)(3) Before you execute an order for service for a shipment of household goods, you must furnish to your prospective individual shipper...A notice of the availability of the applicable sections of your tariff for the estimate of charges, including an explanation that individual shippers may examine these tariff sections or have copies sent to them upon request; 49 USC § 13702(c)(1): A carrier providing transportation described in subsection (a)(2) shall maintain rates and related rules and practices in a published tariff. The tariff must be available for inspection by the Board and be made available for inspection by shippers upon reasonable request.

³ 49 USC § 13702(a)(2): The carrier may not charge or receive a different compensation for the transportation service then 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.

⁴ 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.

⁵ 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.

⁶ 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 considered to be the actions and omissions of that carrier or shipper as well as that person.

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Section 1: Standard Linehaul/Transportation Charges

A. Transportation “Line haul” charges within the 49 contiguous states of the United States:

All rates are based on the actual weight of the property moved or cubic feet occupied on the transport vehicle. Actual weight is determined by the certified weight certificates.

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. This rate will be discounted based on the discount schedule attached as “**Addendum A-Weight**” to this document. Carrier can provide a discount up to 70% on top of the discount rates listed in the addendum based on time of year, availability of vehicles, origin and destination, promotions, specials, coupons, road conditions, weather, etc.

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 the property and charged at a price per pound up to \$10.00 per cubic foot. This rate will be discounted based on the discount schedule attached as “**Addendum B-Cubic Foot**” to this document. Carrier can provide a discount up to 70% on top of the discount rates listed in the addendum based on time of year, availability of vehicles, origin and destination, promotions, specials, coupons, road conditions, weather, etc.

NOTE: the minimum charges for any shipment will be charged a rate equivalent to 2,100 lbs or its equivalent in cubic feet.

B. All Motor Service to or from Alaska, Puerto Rico, Guam, U.S. Virgin Islands, and Hawaii: Reserved for future use.

C. Weighing and 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 the 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.

D. Additional weight/cubic feet over the estimate: Additional pounds or cubic feet over the estimate will be charged at the same rate based of the estimate based on tariff rates.

E. Fuel surcharge: 6% fuel surcharge for jobs with a pickup less than 200 miles from the carrier’s headquarters. 9% fuel charge for jobs with a pickup more than 200 miles from the carrier’s headquarters.

Section 2: Special/Additional Charges for Services

A. Additional or Special Services: It is customary for 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 agree to have the shipment moved under a Bill of Lading or Order for Service 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/weight 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 fess and the charges associated with re-delivering the property. Payment must be collected in accordance with governing federal law.

NOTE: 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 tolls, poor weather conditions, other hazardous conditions, etc.

B. Space Reservation: 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/weight of space in the moving van regardless of how much space in the van is actually occupied by the shipment.

C. Origin and Destination surcharges: Reserved for future use.

D. Warehouse pickup and 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.

E. Pianos/Motorcycles 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 discount up to 70% on top of the rates listed below addendum based on time of year, availability of vehicles, origin and destination, promotions, specials, coupons, road conditions, weather, etc.

- 1) Upright Piano: \$150.00 handling fee
- 2) Grand Piano: \$250.00 handling fee
- 3) Baby Grand Piano: \$200.00 handling fee
- 4) Motorcycle, ATV, lawnmower, etc: \$250.00
- 5) Pool Table: \$200 handling fee
- 6) Jacuzzi: \$150 handling fee
- 7) Kayak: \$100 handling fee
- 8) Misc. Bulky Item: \$100.00 to 500.00 (depending on the size/weight)
- 9) Safe: \$100 handling fee
- 10) Aquarium: \$100
- 11) Stand alone video games and vending machine: \$150.00

NOTE: Above prices for handling fee does not include packing materials or special crating charges.

F. Rigging, hoisting, or Lowering: 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.

G. Disassembling and Reassembling: 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, the 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.

H. Guaranteed Pickup or Delivery: Carrier offers a guaranteed day service for an additional charge of \$300.00 to 600.00. Only the delivery date may be guaranteed with payment, not the delivery time.

I. Exclusive use of a vehicle (straight truck). If you desire or require that your shipment be moved exclusively on the mover's truck then you should purchase this service option at a rate based on the distance tables in Addendum A based on a full truck load.

J. Expedited Service or Rush: This service is offered exclusively at the discretion of the carrier. This service is available when a shipper need a rush pickup. Delivery is completed in the standard delivery window.

Section 3: Valuation

A. 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 your mover lost or destroyed a 10-pound (4.54-kilogram) stereo component valued at \$1,000, your mover would be liable for no more than \$6.00. Obviously, you 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.

B. Replacement - Full Value Protection (FVP)

Under this option, the mover is liable for the replacement value of lost or damaged goods (as long as it doesn't exceed the total declared value of the shipment). If the shipper elects to purchase full value protection, and the mover loses, damages or destroys the articles, then the mover must repair, replace with like items, or settle in cash at the current market replacement value, regardless of the age of the lost or damaged item. The minimum declared value of a shipment under this option is \$5,000 or \$4.00 times the actual total weight (in pounds) of the shipment, whichever is greater. For example, the minimum declared value for a 4,000-pound (1,814.4-kilogram) shipment would be \$16,000. The mover may offer you FVP with a \$250 or \$500 deductible, or with no deductible at all. The amount of the deductible will affect the cost of your FVP coverage. The \$4.00 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.

Unless the shipper specifically agrees to other arrangements, the mover must assume liability for the entire shipment based upon this option. The approximate cost for FVP is \$8.50 for each \$1,000 of declared value; however, it may vary by mover. In the example above, the valuation charge for a shipment valued at \$16,000 would be \$136.00. As noted above, this fee may be adjusted annually by your mover based on changes in the household furnishings element of the Consumer Price Index.

Under both of these 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). Ask your mover for a complete explanation of this limitation before your move. It is your 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 1). 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.

Section 4: Claims for damages or missing property

A. Filing of Claims/Complaints Procedures: 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. Liability for the moving company will be in accordance with the liability option the shipper contracts for.

B. Depreciation factor on claims for lost or damaged items: On all claims made for lost or damaged items the depreciation of that item is taken into account and deducted from the claims payout at the selected valuation of coverage.

C. Claims Procedures:

(1) Claim for damaged or missing property made. 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. Liability for the moving company will be in accordance with the liability option the shipper contracts for.

(2) Claim form received and being processed and decision made: 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 occur while your claim is being processed.

(3) Claims decision and release letter mailed to customer. Claim decision must be made within 30 days of receipt of claim. 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 department's 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.

(4) Signed release form received from the customer, check request made, and payment mailed. 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.

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Section 5: Pickup and Delivery Schedule

A. Pickup and Delivery schedule: 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 \$30.00) regardless of the expense you actually might 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.

Generally, estimated delivery is up to 21 (twenty-one) business days from date indicated as first available for delivery. Any oral promises made regarding delivery or pick up dates and times are mere estimates. We guarantee delivery to take place within 30 business day of the date first available for delivery. (time calculations exclude days in storage) Any changes to your order will extend this time. This 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.

Section 6(a): Non-binding estimates

A. Non-binding estimate: All estimates are non-binding estimates, unless otherwise specified in writing. A non-binding estimate is not a bid or a contract. It is provided by the mover to give you a general idea of the cost of the move. But it does not bind the mover to the estimated cost. Furthermore, it is not a guarantee that the final costs will not be more than the estimate. The actual cost will be in accordance with and within the mover's published tariffs. All movers are legally obligated to collect no more than the charges shown in their tariffs regardless of prior rate quote. Your non-binding estimate move will be charged based on the actual weight of your property being moved plus charged for any additional services you contracted for. Final charges will be based on actual weight and services provided, subject to 49 U.S.C. Section 375.407 (you may be charged 110% of the non-binding estimate) based on the non-binding estimate of weight indicated on the non-binding estimate document.

For example if you described your property to a sales agent and the same gave you an estimated weight of 2,000lbs 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 3,000lbs then you are required to pay for the additional weight. However, to receive your property you only have to pay 10% more then the non-binding estimate. The remaining balance must be deferred for 30 days.

NOTE: Please be aware that until your shipment is 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 then the original non-binding estimated weight.

Section 6(b): Binding estimates

A. 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).

NOTE: 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.

NOTE: 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: (1) Reaffirm the binding estimate. (2) [Rescission] Negotiate a revised written binding estimate listing the additional household goods or services. (3) Add an attachment to the contract, in writing, stating you both will consider the original binding estimate as a non-binding estimate. You should read more below. This may seriously affect how much you may pay for the entire move.

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 in the next two paragraphs.

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 30 days following the date of delivery.

Section 7: Rescission of old Estimate and execution of new estimate

In accordance with 49 CFR § 305.403(a)(5)(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; the 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 Revised/Rescission document, **PRIOR TO LOADING OR OTHERWISE BEGINNING THE JOB**, this rescission document and new estimate given prior to loading will service as the only active estimate for which charges will be calculated.

Section 8: Disputes over weight of shipment

A. FREE re-weighing: It is the shipper's right under Federal law to request that their property be reweighed if there is a dispute concerning the weight based on the original weight certificates. To invoke this right, simply call the moving company prior to the delivery of your property and request to have your shipment re-weighed. We will be happy to re-weigh your property at no charge to you. To make this request, please find a weight scale location located near you by searching <http://www.catscale.com>. The weight station must be within 50 miles of the delivery address. Once a delivery date is scheduled, you must meet the driver at the weight scale to witness the truck being weighed.

After the first weighing, the driver will go to your residence to accept payment and then unload the truck. Once payment has been made, the truck is unloaded and all documents signed, you must again accompany the driver to the weigh station to witness the truck being weighed without your property. You are responsible for your own transportation to and from the scale. Our drivers will not transport you.

The difference between the first weight certificate and the second weight certificate constitutes the actual weight of your property that will be used to calculate your charges. If this weight amount is less than the original weight which was the basis for your charges then a refund will be issued to you. However, if the re-weigh reflects a higher amount of weight, then you are responsible for paying the additional amount. Note that if the same scale is used to weigh the truck, then the scale may only issue one weight certificate listing both weights.

Section 9: Dispute Resolution Programs

A. Summary of dispute settlement program: Our neutral arbitration program has been designed to give neither the carrier or the shipper any special advantage. If a dispute arises between the carrier and the shipper Arbitration may be a mutually beneficial alternative to help resolve the dispute. 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.

1. Summary of the arbitration process: 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 sides case.

2. Applicable costs: 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.

3. Legal effects: 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. There are many arbitration programs available at multiple locations throughout the United States. We are authorized to use and recommend JAMS Arbitration services. Contact information and other information about JAMS can be found at <http://www.jamsadr.com>. Please contact the moving company if you wish to participate in or get more information about the arbitration program.

B. Optional Voluntary Pretrial Non-binding Mediation: In the rare case where the shipper wishes to file a lawsuit against the carrier, both parties agree that, in order to avoid the high costs associated with litigation or arbitration, pretrial mediation will be used. Each party is responsible for 50% of the costs associated with securing the mediator and 100% of their own expenses, except as indicated on the terms and conditions of the Bill of Lading. Mediation is a process whereby each side may explain their case to a neutral mediator, and the mediator will assist the parties reach an amicable settlement. Mediation is not binding on the parties. Neutral Mediators will be secured through JAMS. Both parties must agree on a neutral Mediator. Costs associated with the mediation must be paid up front and are waived from being included as a damage claim in any lawsuit against the carrier. This clause does not apply to collection claims for nonpayment of moving services.

Section 10: Limitation of Liability

A. Articles Packed by Owner and other limitations of liability: When authorized by law carrier may limit its liability upon agreement with shipper. Since the 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 waived. 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, landscaping, etc.

B. Notice of Loss/Damage; Time Bar. 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. The Carrier shall in any event be discharged from all liability whatsoever in respect of the goods, unless suit is brought in the proper forum and written notice thereof received by the Carrier within nine months after delivery of the goods or the date the goods should have been delivered.

C. Exceptions to Carrier Liability. Neither the Carrier nor the Vessel shall be responsible for loss or damage arising or resulting from (a) Act of God; (b) Act of War; (c) Act of public enemy; (d) fire (e) perils, dangers and accidents of the sea or other navigable water; (f) inherent defect, quality or vice of the goods; (g) goods

Section 11: Operations

A. Stop-offs: 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 services charges applicable to each portion of the shipment.

B. Use of Agents or subcontractors: At times it is necessary for the 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 to transport the shipment.

Section 12: Form and Collection of Payment

A. Form of Payment: Upon booking, a 10% deposit is required to be paid by credit card (Visa, Mastercard), personal check, per money order. Deposit is refundable with 72 hours notice prior to scheduled move date. Upon pickup 50% payment must be paid. Personal checks may be accepted at carrier's discretion as long as there is at least a 10 day window prior to delivery. The remaining balance must be paid in full upon delivery by CASH or POST OFFICE MONEY ORDER. The Carrier reserves the right to collect up to 60% 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.

Section 13: Acceptance of shipment by representative/agent of shipper

A. Acceptance of shipment at pickup or delivery by a representative of the shipper or consignee, 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 herewithin of the shipment by the shipper or consignee.

Section 14: Carrier's Lien

A. Carriers Lien and Auctions: The carrier shall have a lien against any and all property tendered to it, and shall be authorized to sell the property at auction if 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.

Section 15: Impracticable or prohibited items/operations

A. 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 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.

B. Explosives and other Dangerous Articles: No goods which are or may become inflammable, explosive, corrosive, noxious, hazardous, dangerous or damaging, shall be tendered to the Carrier without Carrier's express consent in writing and without the container or other covering in which the goods are to be carried as well as the goods themselves being distinctly

marked on the outside so as to indicate the nature and character of any such goods and so as to comply with any applicable laws, regulations or requirements. If any such goods are delivered to the Carrier without such written consent and marking, or if in the opinion of the Carrier the goods are or are to become of a dangerous or noxious nature, the same may at any time be destroyed, disposed of, abandoned or rendered harmless without compensation to the Shipper and without prejudice to the Carrier's right to freight and the Carrier shall be under no liability to make any general average contribution in respect of such goods. The Shipper undertakes that such goods are packed in a manner adequate to withstand the risk of Carriage having regard to their nature and compliance with all laws or regulations which may be applicable during Carriage and handling. Whether or not the Shipper was aware of the nature of the goods, the Shipper shall indemnify the Carrier against all claims, losses, damages, liabilities or expenses arising in consequences of the Carriage of such goods.

C. Perishable articles or articles of extraordinary value NOT accepted. Unless otherwise provided, the following property will not be accepted for shipment: Banker bills, coin, currency, deeds, notes, drafts, or valuable papers of any kind, jewelry, postage stamps, stamp collections, revenue stamps, letters or packages of letters, precious stones, or articles manufactured therefrom or perishable articles. Should such articles come into the possession of the carrier without his knowledge, responsibility for safe delivery will not be assumed.

Section 16: Lawsuits

A. AGREED MANDATORY CHOICE OF LAW, VENUE AND JURISDICTION. If a lawsuit becomes necessary to resolve any dispute between the carrier and shipper, said suit shall and must only be brought in circuit or county court in and for Dallas County, Texas. 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 Texas Courts and agree given the relationship to the state, such exercise is reasonable and lawful. Shipper consents to jurisdiction in Dallas County, Texas and hereby waives the right to be served within the State of Texas.

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

C. Reasonable Attorney Fees: In the event litigation is necessary, the carrier shall recover from shipper any and all reasonable attorney fees and administrative costs and court costs incurred as a result of the litigation.

D. Confidentiality: 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.

Section 17: Misc. Items

A. Classification of Parts or pieces of a complete article: 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 carriers liability.

B. Insurance: the cost of insurance against marine risk or any other insurance for the benefit of the shipper will not be assumed by the carrier.

C. Interest charges: 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 as a result of attempting collection. This includes but is not limited to, attorney fees, fees for collection agent and court costs.

D. Compensation: 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.

E. Entire agreement/Severability: If any portion or particular 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.

F. Servicing Special Articles: the transportation rates in this tariff do not include, unless expressly listed in writing, the servicing of articles or appliances including, but not limited to, refrigerators, freezers, washing machines, clocks, clothing dryers, dishwashers, radios, CD players, television sets, VCR's, DVD players, air conditioners and computer and other business machines which, if not properly serviced might be damaged in or incident to transit.

Section 18: OPTIONAL CONTRACT OR POST CONTRACT SERVICES

NOTICE: 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 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.

Carrier can provide a discount up to 70% on top of the discount rates listed in the addendum based on time of year, availability of vehicles, origin and destination, promotions, specials, coupons, road conditions, weather, etc.

The following are the maximum tariff charges that may be applied to your move.

(1) Flight and Stairs:

- First flight free (1 flights = 10 steps)
- Each additional flight = \$75.00

(2) Long carry:

the first 75 feet are free, each additional 100 feet will be charged \$75.00.

(3) Shuttle:

- Labor and truck rental fees will apply
- Min. charge \$300 for The first 300 FC and \$55 for each additional 100 CF (Price includes the Cost of a rental truck and gas)

(4) Elevator:

NO CHARGE

(5) Unavailable to accept delivery or delay:

- Each waiting hour is \$95.00
- Full day of waiting is \$500.00

(6) Storage:

- first 30 days free.
- thereafter \$0.40 per cubic foot or \$0.06 per lb.

(7) Re-delivery:

\$1.00 per CF (7lb = 1 CF) Minimum charge of \$350.0 All storage costs.

(8) Extra pickup/Delivery:

- less than 20 miles, no charge
- 20 to 100 miles is \$150.00 charge
- 100 to 200 miles is \$250.00
- over 200 miles is a new move.

(9) Extra Vehicle

- \$300 (if it is more than 15 miles)
\$0.5 per mille

* Cubic footage used to calculate charges for storage and re-delivery must be divided by no less than seven to determine charges.

NOTE: 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 the 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.

COUPONS:

Section 19: Packing Materials Charges

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 discount up to 70% 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.

Item	Charge per item used	Charge for packing each item	Charge for unpacking each item
Book Box	\$7.00	\$6.00	
Linen Box	\$9.00	\$7.00	
China Box	\$15.00	\$10.00	
Mirror/ picture Box	\$15.00	\$10.00	
Wardrobe Box	\$17.00	\$12.00	
Mattress Cover	\$16.00	\$7.00	
Sofa Cover	\$16.00	\$10.00	
TV 14" to 32"	\$30.00	\$14.00	
TV 32" to 60"	\$45.00	20.00	
Big screen TV	\$75.00		
Small crate	\$25.00		
Medium crate	\$40.00		
Large crate	\$75.00		
Packing tape	\$3.00		
Shrink wrap	\$75.00	\$17.00 per item	
Bubble wrap	2.25	per ft.	
Wrapping paper	\$30.00		
Other			

Addendum A- Weight Rate Schedule

Carrier can provide a discount up to 70% 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.

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

For example:

*1,400 lbs will be charged at a rate equal to [7 ÷ 1,400 lbs. = 200 cu.ft]
200 cu.ft. will be charged at a rate equal to 7 x 200 cu.ft. = 1,400 lbs.]*

Addendum B- Cubic Feet
Rate Schedule

NOTE: Carrier can provide a discount up to 70% 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.

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

For example:

*1,700 lbs will be charged at a rate equal to [7 ÷ 1,400 lbs. = 200 cu.ft]
200 cu.ft. will be charged at a rate equal to [7 x 200 cu.ft. = 1,400 lbs.]*

Addendum C: Hourly Rate

Rate Schedule

Number of men	Number of Trucks	*Rate per hour
Crew of 3 men	One 24' truck (approx size)	\$95.00 per hour
Crew of 4 men	One 24' truck (approx size)	\$125.00 per hour
Crew of 5 men	One 24' truck (approx size)	\$145.00 per hour

*NOTE: 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 D

Definitions:

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

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

SPECIAL/ADDITIONAL SERVICES - These are services such as packing, appliance servicing, unpacking, or piano stair carries that you 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.

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

BILL OF LADING - The receipt for your goods and the *contract* for their transportation.

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

CERTIFIED SCALE - Any scale designed for weighing motor vehicles, including trailers or semitrailers 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.

ESTIMATE, BINDING - This is an agreement made in advance with your mover. It guarantees the total cost of the move based upon the quantities and services shown on the estimate.

ESTIMATE, NON-BINDING - This is what your mover 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 or cubic feet your shipment, the services provided, and the tariff provisions in effect.

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.

GUARANTEED PICKUP AND DELIVERY SERVICE - An additional level of service featuring guaranteed dates of service. Your mover will provide reimbursement to you for delays. This premium service is often subject to minimum weight requirements.

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

LINE HAUL CHARGES - The charges for the vehicle transportation portion of your 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. You or your mover may do something, but it is not a requirement.

MUST - A legal obligation. You or your mover must do something.

ORDER FOR SERVICE - The document authorizing the mover to transport your household goods.

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

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

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.

Addendum E

AMSA Joint Military/Industry Table of weights and depreciation guide 2000