

Name: _____

Hourly Rate Tariff

For the Transportation of Household Goods
In Intrastate Commerce
To, From and Between All Points and Places
In the State of Missouri

Rules and regulations governing this tariff are contained herein.

Issued Date:

Effective Date:

Issued By:

Section 1 – Index Table

Bid

- Carrier May Decline
 - Articles of Extraordinary Value. See Item 402
 - Perishable Items. See Item 402
- Carrier Shall Decline
 - Dangerous or Hazardous Articles. See Item 402

Bill of Lading. See Item 406

- Amendments. See Item 411
- Failure to Sign. See Item 421
- Items Required on the Bill of Lading. See Item 406

Claims

- Acknowledgement by Carrier. See Item 437
- Filing. See Item 436
- Resolution. See Item 438

Dangerous or Hazardous Articles

- Carrier Shall Decline. See Item 402

Date of Service. See Item 409**Definitions**

- Article. See Item 400
- Bill of Lading. See Item 400
- Consignee. See Item 400
- Consignor. See Item 400
- Household Goods. See Item 400
- Shipment. See Item 400
- Storage-in-Transit. See Item 400

Disassembling

- Articles. See Item 425

Disconnecting

- Appliances. See Item 425
- Electronic Equipment. See Item 425

Disposal of Damaged Articles. See Item 439**Disposal of Refused or Unclaimed Shipments.** See Item 440**Estimate for Service**

- Binding Estimate. See Item 405
 - Length Of Time It Is Valid. See Item 405
- General Information. See Item 403
- Non-Binding Estimate. See Item 404

Exclusive Use of the Vehicle. See Item 407**Governing Publication.** See Item 401**Holiday Service.** See Item 416**Inventory**

- Missing Items. See Item 435

Liability-Carrier

- Articles of Extraordinary Value. See Item 435
- Loss and Damage. See Item 437

Loss, Damage or Delay

- Filing Claims. See Item 436
- Repair or Replacement of Article. See Item 438
- Resolution of Claim. See Item 438

Multiple Shippers. See Item 408**Overtime Service Hours.** See Item 416**Payment.** See Item 433

- Credit Cards. See Item 433
- Estimate Lower Than Actual Charges. See Item 433

Issued: (Date)

Effective:

Issued by: (Name)

Section 1 – Index Table

When Due. See Item 433

Rates and Charges

Hourly Rate Computed. See Item 413

Hourly Rate Section. See Item 500

Minimum. See Item 414

Rounding. See Item 412

Seasonal. See Item 410

Third Party Service

 Payments. See Item 417

Rates and Charges

Credit Card Fees. See Item 503

Declared Value Charges. See Item 501

Hourly Rates. See Item 500

Storage-in-Transit. See Item 505

Regular Service Hours. See Item 415

Sale of Damaged Articles. See Item 439

Sale of Refused or Unclaimed Shipments. See Item 440

Servicing Articles After Delivery

Article. See Item 441

Shipment

Alternate Routes. See Item 426

Carrier Releasing Possession. See Item 432

Date of Service. See Item 409

Definition. See Item 400

Fragile Items. See Item 424

Inspection by Carrier. See Item 424

Labeling. See Item 424

Loading. See Item 423

Packing. See Item 424

Payment. See Item 433

Perishable Food. See Item 422

Refusal to Accept by Carrier. See Item 422

Refused by Shipper or Consignee. See Item 431

Routing. See Item 426

Transported into Permanent Storage. See Item 430

Transported into Storage-General Information. See Item 427

Transported into Storage-Required Records. See Item 428

Transported Out of Storage-Required Records. See Item 429

Unclaimed. See Item 431

Undeliverable. See Item 431

Unloading. See Item 434

Unscheduled Stops. See Item 426

Verification of Articles Delivered. See Item 435

Unloading Shipment. See Item 434

Valuation

Agreement Between Shipper and Carrier. See Item 418

Articles of Extraordinary Value. See Item 419

Declared Value of the Shipment for Extraordinary Value. See Item 419

Released Value (If applicable). See Item 420

Standard (If applicable). See Item 420

Issued: (Date)

Effective:

Issued by: (Name)

Section 3– Statement of Operating Authority

Description of Authority	Item Number
<p>Operations as a common carrier by motor vehicle upon the public highways in Missouri intrastate commerce, transporting household goods to, from and between all points and places in Missouri.</p> <p>The term “Household Goods” is defined as: Personal effects and property used or to be used in a dwelling when part of the equipment or supplies of such dwelling and similar property, if the transportation of such effects or property, is either arranged and paid for by the householder, including transportation property from a factory or store when the property is purchased by the householder with intent to use in his or her dwelling, or arranged and paid for by another party. The term “household goods” shall not include personal property which when tendered to a motor carrier is crated or otherwise packaged to make it suitable for transportation by motor carriers of general commodities, freight or property.</p>	200
Issued: (Date)	Effective:
Issued by: (Name)	

Section 4 – Rules Affecting the Tariff

Description of Item	Item Number
<p><u>General Provisions - Definitions</u></p> <p>Article - Each shipping piece or package shall constitute one article. Exception: The total component parts of any article taken apart or knocked down for handling or loading shall constitute one article for the purpose of determining carrier’s liability for loss or damage. When a shipment is transported in containers, lift vans or shipping boxes, each shipping package, piece or loose item not enclosed within a package in such container, lift vans or shipping boxes will constitute an article.</p> <p>Bill of Lading – A document that specifies the transportation to be performed, the terms and conditions for service, rates and charges to be paid, agreed upon services and liability for loss and damage.</p> <p>Consignee- The person to whom the household goods are shipped.</p> <p>Consignor – The person who forwards the household goods.</p> <p>Household Goods - Personal effects and property used or to be used in a dwelling when part of the equipment or supplies of such dwelling and similar property, if the transportation of such effects or property, is either arranged and paid for by the householder, including transportation property from a factory or store when the property is purchased by the householder with intent to use in his or her dwelling, or arranged and paid for by another party. The term “household goods” shall not include personal property which when tendered to a motor carrier is crated or otherwise packaged to make it suitable for transportation by motor carriers of general commodities, freight or property.</p> <p>Shipment - The term “shipment” means property tendered by a shipper and accepted by the carrier.</p> <p>Storage in Transit - The holding of the shipment in a warehouse pending further transportation.</p>	400
<p><u>Governing Publication</u></p> <p>This tariff is governed by the following described publication: <i>Military/ Industry Table of Weights and Depreciation Guide</i>, as adopted by the American Moving and Storage Association (effective April 1, 2000) for carriers selecting the release value option as described in Item 420.</p>	401
<p><u>Prior to Pickup of Shipment - Carrier May Decline to Bid</u></p> <p>A. The carrier shall not bid or accept for shipment any article deemed to be dangerous or hazardous, or that cannot be taken or removed from the premises without damage to the article or premises.</p> <p>B. The carrier may decline to bid or accept for shipment any document, currency, money, credit card, jewelry, watch, precious stone, sculpture, rare or unique work of art, any other articles of extraordinary value, or any article that is perishable or contains anything perishable. The carrier may accept these articles of extraordinary value for shipment, but only in conformity with the rules stated in item 418 within section 4 of this tariff.</p> <p>C. The carrier may decline to bid or accept for shipment any article that is perishable, or that contains anything perishable, including any frozen or refrigerated food item, or any living animal or plant. The carrier may accept these perishable articles for shipment, but only in conformity with the applicable rules stated in item 422 of this tariff.</p>	402
<p><u>Prior to Pickup of Shipment – General Information for Estimate of Service</u></p> <p>The shipper may request a written estimate of the cost of household goods transportation, and other services provided by the carrier in connection with such transportation, prior to the actual move. The carrier is not required to perform an on-site visit or visual inspection of the items to be moved before providing an estimate of the cost of service. The estimate will be subject to the same terms, rules and conditions as provided within this tariff. However, the estimate shall not constitute a bid or contract to perform any transportation service.</p>	403
<p><u>Prior to Pickup of Shipment – Non Binding Estimate of the Cost of Service</u></p> <p>Except when Item 405 of this tariff is applicable, if a shipper requests an estimate, then the carrier</p>	404
Issued: (Date)	Effective:
Issued by: (Name)	

MO____	Original Page 5
Section 4 – Rules Affecting the Tariff	
Description of Item	Item Number
<p>shall provide a non-binding, written estimate of the cost of the service requested by the shipper. However, the non-binding estimate shall not limit or bind the carrier in any way to the actual rates and charges, which shall be determined in conformity with the applicable provisions of the carrier’s tariff in effect at the time when the shipper tenders the shipment to the carrier for transportation.</p>	
<p><u>Prior to Pickup of Shipment – Binding Estimate for Service</u></p> <p>A. If the carrier offers to make a binding estimate to all shippers who request it, and a shipper specifically requests a binding estimate, then the carrier shall provide to the shipper a written estimate showing the total estimated charges for the requested household good transportation and other services provided by the carrier in connection with such transportation, for the quantities specified on the estimate.</p> <p>B. Both the shipper and the carrier must sign the binding estimate. The carrier shall provide a dated copy of the binding estimate to the shipper upon signature. Unless the written estimate specifies a shorter time, the binding estimate shall be binding on the carrier for sixty days after the date when the carrier signed it.</p> <p>C. Estimated total charges apply only for quantities and services expressly stated on the estimate.</p> <p>D. The shipper must inform the carrier of any accessorial services that may be required prior to the loading of the vehicle. The shipper’s failure to properly inform the carrier that such services may be required shall authorize the carrier, after loading the shipment, to amend the estimate to include all services actually required of the carrier.</p> <p>E. The total charges of the shipment at time of delivery shall be based on the binding estimate or on the actual charges for the services performed, whichever is lower.</p> <p>F. This item will not apply to shipments loaded from a warehouse.</p> <p>G. The binding estimate may be revised by mutual agreement between shipper and carrier, at any time on or before the carrier takes possession of the shipment.</p>	405
<p><u>Agreement Between Shipper and Carrier – Invoice or Bill of Lading</u></p> <p>A. A bill of lading shall accompany each shipment. The bill of lading will contain information as required by 7 CSR 265-10.050.</p> <p>B. A bill of lading, or separate attachment to the bill of lading, issued for any shipment accepted for transportation, which includes a document, currency, money, credit card, jewelry, watch, precious stone, sculpture, rare or unique work of art, or any other article of extraordinary value, shall include the following special provision:</p> <div style="border: 1px solid black; padding: 10px; margin: 10px 0;"> <p style="text-align: center;">SPECIAL PROVISION REGARDING VALUATION OF ANY ARTICLES OF EXTRAORDINARY VALUE ACCEPTED FOR SHIPMENT</p> <p>The carrier is not required to accept for shipment any document, currency, money, credit card, jewelry, watch, precious stone, sculpture, rare or unique work of art, or any other article of extraordinary value. Unless this special provision is completed and signed by both the shipper and the carrier, the carrier may refuse to accept such articles for shipment, or alternatively, the carrier may accept such articles for shipment without any limitation of the carrier’s common law liability for loss of or damage to the goods from external cause while they are in the carrier’s possession, except any loss, damage or delay caused by any defect or inherent vice of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity changes, or by any hostile or warlike action in time of peace or war, or by any act of God. However, if the shipper fails to disclose to the carrier that this shipment includes any such articles of extraordinary value by listing the article in this special provision, or by otherwise listing the article on the bill of lading or inventory of this shipment, then the carrier shall assume no liability whatsoever for loss of or damage to those undisclosed articles.</p> <p>Because the shipper desires to tender the following articles of extraordinary value to the carrier for immediate transportation as part of this shipment, the shipper has reasonably described these articles of extraordinary value in the following list, has determined the “declared value” of each of these articles as written below, and has signed and dated this</p> </div>	406

Issued: (Date)	Effective:
Issued by: (Name)	

Section 4 – Rules Affecting the Tariff

Description of Item	Item Number
<p>special provision below. Therefore, in consideration of the carrier’s acceptance for shipment of the described articles of extraordinary value, the shipper agrees that:</p> <p>(A) The carrier’s liability for any loss of or damage to any of the described articles shall be limited to the “declared value” of the damaged article, which is written below next to the description of that article; and</p> <p>(B) The shipper shall pay to the carrier an extra “declared value” charge, which the carrier shall calculate at a specified rate for each \$ 100.00 of “declared value” or fraction thereof, as shown in the applicable rate schedule within the carrier’s current tariff.</p> <p>Description of articles of extraordinary value: _____ Declared value: _____</p> <p>_____ \$ _____</p> <p>_____ \$ _____</p> <p>_____ \$ _____</p> <p>(additional lines may be added as necessary) _____ \$ _____</p> <p>Shipper’s signature: _____ Date: _____</p> <p>Carrier’s signature _____ Date: _____</p>	
<p>C. In addition, the invoice or bill of lading shall contain:</p> <ol style="list-style-type: none"> (1) The name, address and daytime phone number of the motor carrier; (2) The name, address and telephone number of a person who is to be notified of any delay in the delivery of the shipment at destination; (3) The actual pick-up date and the agreed delivery date or the agreed period of time within which delivery of the shipment is expected at destination; (4) The amount of estimated charges and method of payment of total tariff charge; (5) Maximum amount required to be paid in cash, personal check, certified check, bank check, or credit card to relinquish possession of a C.O.D. shipment when actual charges exceed estimated charges; (6) All special services being provided by carrier at the request of the shipper, consignor, consignee or owner of the shipment; (7) Signature of the shipper and motor carrier; and (8) General description of the property being transported, except that the bill of lading shall include a specific description of the shipper’s property, or shall attach a separate inventory: <ol style="list-style-type: none"> (a) Whenever the shipper’s property will be loaded on the same vehicle with any shipment belonging to another shipper; (b) Whenever the shipper will release the shipment to the carrier at a value not exceeding sixty cents (\$0.60) per pound per article in conformity with Item 420 of this tariff; or (c) Whenever the carrier has agreed to accept for shipment, as provided in Item 418 of this tariff, any articles of extraordinary value which shall be specifically described in the special provision prescribed in paragraph B of this item. 	
<p><u>Agreement Between Shipper and Carrier – Exclusive Use of the Vehicle</u> The shipper shall have exclusive use of the vehicle, unless the carrier otherwise informs the shipper before loading the shipper’s goods.</p>	407
<p><u>Agreement Between Shipper and Carrier – Multiple Shippers</u> If the carrier transports shipments for multiple shippers on the same vehicle at the same time, then the carrier shall not charge one shipper for any time spent loading and/or unloading goods for a different shipper.</p>	408

Issued: (Date)

Effective:

Issued by: (Name)

Section 4 – Rules Affecting the Tariff

Description of Item	Item Number
<p><u>Agreement Between Shipper and Carrier – Date of Service</u> The carrier shall pick up and deliver the shipment on a date agreed to between shipper and carrier. The carrier shall not demand or collect any additional charge for the pickup and delivery on the agreed date, of any shipment moving exclusively within a commercial zone or between contiguous municipalities.</p>	409
<p><u>Agreement Between Shipper and Carrier – Seasonal Rates</u> A. Season 1 rates apply at all times of the year, except when another seasonal rate is applicable under paragraph B of this item. B. Other seasonal rates apply only during the following period(s): (1) Season 2 rates apply beginning at 12:01 a.m. on _____ and ending at 12:01 a.m. on _____. (2) Season 3 rates apply beginning at 12:01 a.m. on _____ and ending at 12:01 a.m. on _____. (Additional seasons may be defined as needed by the carrier.)</p>	410
<p><u>Agreement Between Shipper and Carrier – Amendments to the Bill of Lading</u> Any alteration, addition or erasure on the bill of lading shall be unenforceable, unless the carrier or its agent has clearly noted the change on the bill of lading.</p>	411
<p><u>Agreement Between Shipper and Carrier – Rounding of Rates and Charges</u> In computing a rate or charge, any amount of less than one-half cent is rounded down and any amount over one-half cent is round up.</p>	412
<p><u>Agreement Between Shipper and Carrier – Hourly Rate Computed</u> A. Hourly rates for any service shall apply to the total time spent actually performing that service, calculated in 60-minute hours. (1) Hourly charges for transportation service shall be applicable from the time when the carrier's vehicle and crew are dispatched from the carrier's terminal until they return there, except that the carrier shall not apply transportation charges to any portion of that time spent in performing any services for which separate charges are applicable, as provided in the Accessorial Services section of this tariff. (2) In addition to stating the total time to which the hourly rate for transportation service applies, the carrier's freight bill or invoice shall separately itemize the time spent traveling from the carrier's terminal to the place of origin of the shipment, and the return travel time from the destination of the shipment to the carrier's terminal. B. Any portion of the total time in excess of the nearest whole multiple of 60 minutes shall be rounded to the nearest quarter-hour (15-minute interval) as follows: (1) Periods of 7 minutes or less shall be rounded down to the preceding whole hour; (2) Periods greater than 7 minutes, but not greater than 22 minutes, shall be rounded to the quarter-hour, <i>i.e.</i>, 15 minutes; (3) Periods greater than 22 minutes, but not greater than 37 minutes, shall be rounded to the half-hour, <i>i.e.</i>, 30 minutes; (4) Periods greater than 37 minutes, but not greater than 52 minutes, shall be rounded to three-fourths of an hour, <i>i.e.</i>, 45 minutes; (5) Periods greater than 52 minutes, but not greater than 60 minutes, shall be rounded up to the next whole hour. For example: If the total time of service is actually 4 hours and 8 minutes, then the hourly rate shall apply to a period of 4 hours and 15 minutes, or 4 ¼ hours; or if the total service time is actually 2 hours and 7 minutes, then the hourly rate shall apply to a period of 2:00 hours. D. The provisions in this item shall be subject to the provisions of item 414, and any other provision in this tariff that requires a minimum rate or charge for the service.</p>	413
<p><u>Agreement Between Shipper and Carrier – Minimum Rates and Charges</u> A. Except as otherwise provided in this item, or in the applicable item within section 5 of this tariff, the carrier shall charge for a minimum of 1 hour of service at the lowest applicable hourly rate or charge shown in the applicable item in section 5 of this tariff.</p>	414

Issued: (Date)

Effective:

Issued by: (Name)

MO____	Original Page 8
Section 4 – Rules Affecting the Tariff	
Description of Item	Item Number
<p><u>Agreement Between Shipper and Carrier – Regular Service Hours</u> Regular service hours are Monday thru Friday. Exception: Service provided on any holiday that falls during regular service hours shall be overtime service.</p>	415
<p><u>Agreement Between Shipper and Carrier – Overtime Service Hours</u> Overtime service hours are any time on Saturdays, Sundays and holidays. The following days are holidays: (Carrier shall list all holidays to be counted as overtime service hours.)</p>	416
<p><u>Agreement Between Shipper and Carrier – Payment of Third Party Service Charges</u></p> <p>A. If the carrier arranges for the services of a third party at the request of the shipper or shipper’s agent, the carrier shall not thereby assume responsibility for the activities or conduct of the third party, the amount of the third party’s charges, or the quantity or quality of the third party’s services.</p> <p>B. The following rules apply if the carrier, at the shipper’s request, advances payment of reasonable charges for third party services (“third party service charges”) then:</p> <ol style="list-style-type: none"> (1) The carrier shall charge the shipper and collect these third party service charges in addition to the applicable rates and charges shown on the carrier’s bill of lading; (2) The carrier shall support these third party service charges by providing the shipper with a copy of the third party’s invoice or billing statement showing the services rendered, and the amounts the carrier paid for those services. If the carrier has not received the third party’s invoice or billing statement before loading the shipper’s goods, then the carrier shall provide it to the shipper as soon as possible thereafter; and (3) The shipper shall reimburse the carrier for its payment of third-party service charges, which are supported as required in this item. 	417
<p>Agreement Between Shipper and Carrier –Valuation of the Shipment ALL CARRIERS SHALL OFFER <i>EITHER</i> STANDARD VALUATION <i>OR</i> RELEASED VALUE TO ALL SHIPPERS, AT NO EXTRA COST TO THE SHIPPER, <i>BUT SHALL NOT OFFER BOTH.</i></p> <p><u>(Check only one option)</u> <input type="checkbox"/> Standard Valuation OR <input type="checkbox"/> Released Value</p> <p>A. As used in this tariff, the terms “valuation”, “released value” and “declared value” each refer to the value of the property tendered by the shipper to the carrier for shipment, as determined by different methods. Different valuation methods can result in differing amounts of valuation, which limit the carrier’s maximum liability to the shipper for any loss of or damage to the property while in the possession of the carrier.</p> <p>B. The carrier shall be liable for physical loss of or damage to any article accepted for immediate shipment, while in the possession of the carrier, up to the maximum valuation of the lost or damaged article as determined in accordance with the applicable provisions in this tariff, EXCEPT loss, damage or delay caused by or resulting:</p> <ol style="list-style-type: none"> (1) If the shipper includes perishable, dangerous, or hazardous articles in the shipment without the knowledge of the carrier; (2) From defect or inherent vice of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity changes; (3) From hostile or warlike action in time of peace or war; or (4) From any Acts of God. <p>C. For all shipments transported wholly within a municipality, between contiguous municipalities, or within a commercial zone, the carrier shall offer the shipper a choice of at least two (2) valuation levels, which are described in and subject to the terms and conditions provided in the following items in this tariff:</p> <ol style="list-style-type: none"> (1) DECLARED VALUE, as provided in item 420, “Valuation of Articles of Extraordinary Value”, for which the carrier may require the shipper to pay an extra charge as described in that item. The carrier shall offer Declared Value to all shippers, at an extra charge which shall be determined as provided in item 501 of this tariff; 	418

Issued: (Date)	Effective:
Issued by: (Name)	

Section 4 – Rules Affecting the Tariff

Description of Item	Item Number
<p><u>Agreement Between Shipper and Carrier – Valuation of Articles of Extraordinary Value</u></p> <p>A. The carrier shall not accept for shipment any document, currency, money, credit card, jewelry, watch, precious stone, sculpture, rare or unique work of art, or any other article of extraordinary value, which is not specifically listed on the bill of lading or the inventory. The carrier shall assume no liability for any loss of or damage to any of these articles, which is not specifically listed on the bill of lading or inventory.</p> <p>B. If the carrier accepts for shipment any article of extraordinary value, which is specifically listed on the bill of lading or the inventory, then the exclusion of the carrier’s liability as provided in paragraph A of this item shall not apply to that article, and, except as otherwise provided in paragraph C of this item, the carrier’s liability for any loss of or damage to the article of extraordinary value shall be determined in accordance with the provisions in item 420, “Released Value of Shipment”(or, if applicable, “Standard Valuation”).</p> <p>C. CONDITIONS: With reference to any articles of extraordinary value that the carrier knowingly accepts for shipment, the carrier may limit its liability for loss of or damage to such articles to a maximum amount not exceeding a “declared value” determined by the shipper, if, before the carrier takes possession of any article of extraordinary value, the shipper has signed a special provision contained in the bill of lading, which:</p> <ol style="list-style-type: none"> (1) Reasonably describes the specific article of extraordinary value; (2) States the “declared value” of the described article (in whole dollars), which shall be determined by the shipper, and which shall not be subject to depreciation in calculating the value of any claim by the shipper against the carrier for any loss of or damage to the described article; (3) Provides that, in consideration of the carrier’s acceptance of the described article for shipment, the shipper agrees that: <ol style="list-style-type: none"> (A) The carrier’s liability for any loss of or damage to the described article shall be limited to the “declared value” written on the invoice or bill of lading; and (B) The shipper shall pay to the carrier an extra “declared value” charge, which the carrier shall calculate at a specified rate for each \$ 100.00 of “declared value” or fraction thereof, as shown in the applicable rate schedule within the carrier’s current tariff. <p>D. On the bill of lading for the shipment, the carrier shall state the “declared value” charge for all articles of extraordinary value specifically listed on the bill of lading, which the carrier has accepted for shipment in conformity with the conditions stated in paragraph C of this item.</p> <p>E. If the carrier accepts any article of extraordinary value for shipment, which is listed on either the bill of lading or the inventory, when any of the conditions stated in paragraph C of this item have not been met with reference to that article, then the carrier shall not be entitled to charge, demand, collect or receive any “declared value” charge for that article, and the carrier’s liability for any loss of or damage to those articles of extraordinary value shall be determined in accordance with the provisions in item 420 of this tariff.</p>	419
<p><u>Agreement Between Shipper and Carrier – Standard Valuation</u></p> <p>Except as otherwise provided in Item 420 –Valuation of Articles of Extraordinary Value, the maximum value of any claim against the carrier for loss of or damage to any articles while in the carrier’s possession shall be determined as follows:</p> <ol style="list-style-type: none"> (1) For the total loss of any article, the value of the claim shall be equivalent to the fair market value of the article at the time of the loss (less any salvage value, if applicable). “Fair market value” means the amount of money that a willing buyer would pay, in cash, to a willing seller for the purchase of the article in its present location and condition, when neither party is acting under any compulsion. The fair market value of any article of household goods shall be determined by subtracting the applicable amount of depreciation from the purchase price paid by the shipper for that article. (2) For physical damage to any article, other than a total loss, the value of the claim shall be equivalent to the difference between the fair market value of the article before it sustained the damage, and the fair market value of the article after it was damaged. The difference in the fair market value of any article of household goods before and after it was damaged shall be deemed to be equivalent to the reasonable cost of repairs that are necessary to restore the damaged article to the same condition and usefulness that it had immediately before it was 	420
Issued: (Date)	Effective:
Issued by: (Name)	

MO___	Original Page 10
Section 4 – Rules Affecting the Tariff	
Description of Item	Item Number
<p>damaged. However, if an article is physically damaged to an extent that the reasonable cost of such repairs will exceed the fair market value of the article before it was damaged, then the damaged article shall be deemed a total loss, and the measure of damages shall be determined as provided in paragraph B(1) of this item.</p>	
<p><u>Agreement Between Shipper and Carrier – Released Value of Shipment</u></p> <p>A. In this tariff, “released value” means the valuation of the property tendered to the carrier for shipment, when the shipper has released the shipment to the carrier upon an express agreement that the carrier’s maximum liability for loss of or damage shall be limited to the released value of sixty cents (\$0.60) per pound per article, times the actual weight, if known, or the estimated weight of any lost or damaged articles, in pounds.</p> <p>B. Except as otherwise specifically provided in this tariff, the shipper shall release the shipment to the carrier at a released value not to exceed sixty cents (\$0.60) per pound per article, multiplied by the actual weight, if known, or the estimated weight of any lost or damaged articles, in pounds, in conformity with all the terms and conditions stated in this item.</p> <p>C. Except as otherwise specifically provided in this tariff, the carrier’s maximum liability for any loss of or damage to any article of property listed in the bill of lading or inventory, shall be limited to the amount of the actual loss or damage not exceeding sixty cents (\$0.60) per pound per article, multiplied by the actual weight, if known, or the estimated weight of the lost or damaged article, in pounds. The released value as determined by this rule shall apply to any claim resulting from the carrier’s performance or failure to perform any service, including accessorial services, which carrier has contracted to perform.</p> <p>D. Except when the actual weight of a lost or damaged article at the time when the carrier accepted it for shipment is known, the carrier shall determine the total estimated weight of each lost or damaged article in accordance with the <i>Military/ Industry Table of Weights and Depreciation Guide</i>, as adopted by the American Moving and Storage Association (effective April 1, 2000).</p> <p>E. The carrier shall include the following form within the bill of lading: “Shipper has released this shipment at a released value not exceeding sixty cents (\$0.60) per pound per article”, except with reference to any articles of extraordinary value that are specifically described in a special provision in the bill of lading, signed by the shipper, which the carrier has accepted for shipment at a higher declared value.”</p> <p>F. The carrier shall offer the shipper this “released value” at no extra cost, and shall not charge the shipper any hourly rate, or any extra fee or charge, for determining the estimated weight of any lost or damaged articles as provided in this item.</p> <p>G. If the actual weight of any lost or damaged article at the time when the carrier accepted it for shipment is unknown, and the article is not sufficiently described in the bill of lading or the inventory to estimate the weight of that article in accordance with the <i>Military/Industry Table of Weights and Depreciation Guide</i>, then the carrier shall determine, through inquiry of the shipper or inspection of the damaged articles, or otherwise, the facts necessary to determine the estimated weight in accordance with the <i>Military/Industry Table of Weights and Depreciation Guide</i>.</p> <p>H. EXCEPTION: The provisions in this item shall not apply to any article of extraordinary value, or to any other article so designated in writing in the bill of lading, which the carrier has accepted for shipment at a higher “declared value” in conformity with the conditions stated in paragraph C of item 419, “Valuation of Articles of Extraordinary Value”.</p>	420
<p><u>Agreement Between Shipper and Carrier – Failure to Sign Bill of Lading</u></p> <p>A. The bill of lading shall not be invalid because of the absence of the shipper’s signature, if the</p>	421

Issued: (Date)	Effective:
Issued by: (Name)	

MO___	Original Page 11
Section 4 – Rules Affecting the Tariff	
Description of Item	Item Number
<p>shipper fails to sign the bill of lading after:</p> <ol style="list-style-type: none"> (1) The carrier has timely requested the shipper to sign; (2) The carrier has offered the shipper an opportunity to note any requested corrections or additions on the document; and (3) The carrier certifies on the bill of lading that it has made the request and offer prescribed in this item, but the shipper has failed to sign as requested. <p>B. However, the provisions of this item shall not apply with reference to any shipper’s failure to sign any special provision in the bill of lading relating to “declared value”, as prescribed in paragraph C of item 419 of this tariff.</p>	
<p><u>At Time of Pickup of Shipment - Carrier May Refuse Possession of Article(s) in a Shipment</u></p> <ol style="list-style-type: none"> A. The carrier shall refuse to accept for shipment any perishable food or other articles that must be kept frozen or require refrigeration, except as provided in paragraph B of this item. B. The carrier may accept frozen foods if the food is contained in a working freezer and the shipment may be delivered within 24 hours of pickup. The carrier shall not be responsible for any loss of or damage to any frozen foods accepted for delivery. 	422
<p><u>At Time of Pickup of Shipment - Loading the Shipment</u></p> <p>The rates named in this tariff include pick-up and loading at one or more points of origin.</p>	423
<p><u>At Time of Pickup of Shipment - Inspection, Packing and Labeling Articles</u></p> <ol style="list-style-type: none"> A. The carrier may inspect the contents of any article packed by the shipper whenever the carrier believes that is necessary to protect the article or to determine the type of article included in the shipment. B. The carrier reserves the right to inspect any appliances being shipped in order to verify the working condition of such appliances prior to acceptance for transportation. C. The carrier assumes no liability for damage to any article that has been packed by the shipper, unless the carton or other shipping container sustained visible damage while in the carrier’s possession. D. Any fragile or breakable articles packed by the shipper shall be marked in plain and distinct letters designating the item as fragile. If articles of a fragile or breakable nature are not properly packed and marked they are more susceptible to damage. 	424
<p><u>At Time of Pickup of Shipment - Disassembling or Disconnecting Articles</u></p> <ol style="list-style-type: none"> A. Unless specified elsewhere in this tariff, the carrier will not disassemble unusual articles found inside or outside of buildings, nor remove any articles embedded in the ground or secured to a building. B. Unless specified elsewhere in this tariff, the carrier will not disconnect any appliances, computers or other electronic equipment which if not properly disconnected could cause damage to the article being transported. C. Furniture or other articles made from pressboard or particleboard are relatively fragile, and not suitable for transportation after being assembled. Therefore, unless the article has been fully disassembled before the carrier takes possession of it, the carrier assumes no liability for any damage to any article made from pressboard or particleboard. The shipper may tender such articles to the carrier without prior disassembly, but solely at the shipper’s own risk, and the shipper thereby waives and releases all claims for damage to that article against the carrier, its agents, employees, officers, successors and assigns. 	425
<p><u>Transporting the Shipment for Delivery or into Storage</u></p> <ol style="list-style-type: none"> A. The carrier shall use the shortest legal route that would result in the lowest possible charge to the shipper, unless otherwise directed, in writing, by the shipper. B. The carrier shall not make any unscheduled stops, such as to refuel, stop for refreshments or lunch, etc., without deducting the time for such stops from the driving time billed to the shipper. C. The shipper may request in writing that an alternative legal route (other than the shortest drive time route) be used. D. Any equipment breakdown of the carrier’s delivery vehicle that delays or prolongs the driving 	426
Issued: (Date)	Effective:
Issued by: (Name)	

MO___	Original Page 12
Section 4 – Rules Affecting the Tariff	
Description of Item	Item Number
<p>time of the shipment shall be deducted from the time billable to the shipper. An equipment breakdown, for purposes of this provision, is defined as a mechanical malfunction of the carrier’s vehicle, which requires repair or servicing, either on the roadside or at a service station or garage.</p>	
<p><u>Transporting the Shipment Into Storage - General Information</u></p> <p>A. Before transporting any shipment to a warehouse at the shipper’s request, the carrier shall inquire whether the shipper intends to leave the shipment in storage at the warehouse for any period longer than sixty days. If the shipper expresses the intention to store the shipment for a period not to exceed sixty days, and to have the carrier transport the shipment outbound from the warehouse after the storage-in-transit, then—notwithstanding the provisions in any other item within section 5 of this tariff to the contrary—the provisions in item 505 of this tariff, “Storage-In-Transit Rates and Charges”, shall apply to determine the applicable rates and charges for the carrier’s transportation to and from the warehouse, and for all related services provided by the carrier, including additional handling, storage, etc.</p> <p>B. A shipment may be placed in storage-in-transit at a warehouse only once, and for a period not to exceed sixty days from the date of unloading at the warehouse. If a shipment remains in storage at the warehouse for any period longer than sixty days, then the storage shall not be considered storage-in-transit, and the warehouse shall be considered the final destination of the shipment.</p> <p>C. If a shipment either originates from or is destined to a warehouse, then the rates for that transportation shall include only the loading or unloading at ground floor, platform, or other point convenient or accessible to the vehicle. If the carrier is required to provide any additional handling or other services within the warehouse, then the charges for any additional handling or other services provided by the carrier shall apply as provided in item 505 of this tariff.</p> <p>D. If the carrier transports a shipment for storage-in-transit to a warehouse that is owned or controlled by the carrier, or by a person affiliated with the carrier, then the additional rates and charges for storage provided in item 505 of this tariff shall apply to the storage of that shipment.</p> <p>E. If the carrier transports a shipment for storage-in-transit to a warehouse that is not owned or controlled by the carrier, or by any other person affiliated with the carrier (hereinafter referred to as a “third party warehouse”), then the carrier shall not be responsible for any amount the third party warehouse charges the shipper for storage or any other services not actually provided by the carrier. If the carrier arranges or advances payment for the storage of a shipment at any third party warehouse at the shipper’s request, then the applicable provisions in item 417, “Payment of Third Party Service Charges”, shall apply to any amounts charged by the third party warehouse for storage or other services not actually provided by the carrier.</p> <p>F. If the carrier picks up the shipment more than 24 hours before the shipper’s agreed delivery date, the carrier may place the shipment in storage in a warehouse located near the destination of the shipment at the carrier’s expense. The carrier must immediately notify the shipper of the name and address of the warehouse where the shipment was placed. The carrier, at its own expense, shall pay any charges for redelivery, handling, storage fees or loss or damage until final delivery.</p>	427
<p><u>Transporting the Shipment Into Storage - Required Records</u></p> <p>A. The carrier and warehouse must keep the following information for each shipment placed in storage:</p> <ol style="list-style-type: none"> (1) The names and addresses of each person whom carrier is requested to notify regarding the shipment. (2) An itemized inventory covering each article in the shipment when the shipment was received at the warehouse. (3) The number of the bill of lading. (4) The point of origin and destination (if the destination is known). (5) Date when the shipment was delivered into the warehouse. (6) The amounts and dates of all charges, advances and payments of every kind. <p>B. The carrier shall issue a warehouseman’s receipt and lien statement to the shipper for any shipment placed in storage at a warehouse owned or controlled by the carrier, or by any person</p>	428
Issued: (Date)	Effective:
Issued by: (Name)	

MO___	Original Page 13
Section 4 – Rules Affecting the Tariff	
Description of Item	Item Number
affiliated with the carrier.	
<p><u>Transporting the Shipment Out of Storage - Required Records</u> The carrier and warehouse must keep the following additional information for each shipment when it leaves the warehouse:</p> <ol style="list-style-type: none"> (1) An itemized inventory covering each article in the shipment when it leaves the warehouse. (2) Date when the shipment was moved from the warehouse. 	429
<p><u>Transfer of Shipment to Permanent Storage</u> Each person of record shall be notified in writing or electronically ten days in advance of any shipment being converted to permanent storage and all rates and charges associated with such storage.</p>	430
<p><u>Delivery of Shipment – Unclaimed, Undeliverable or Refused Shipments</u></p> <ol style="list-style-type: none"> A. If the carrier cannot deliver the shipment, through no fault of its own, at the address shown on the bill of lading or at any changed address of which the carrier has been notified, the carrier at its option may send the shipment to storage in a warehouse at the point of delivery or at other available points, at the cost of the owner, and subject to a lien for all accrued tariff and other lawful charges. B. If a shipment is refused by the consignee at the destination shown on the bill of lading, or if a shipper, consignee or owner of property fails to receive or claim it within fifteen (15) days after written notice by U.S. Mail addressed to the shipper and consignee at the address shown on the bill of lading, or if the shipper fails or refuses to pay lawfully applicable charges in accordance with the carrier’s tariff, then the carrier may sell the property in accordance with Item 440. 	431
<p><u>Delivery of Shipment – Releasing Possession</u> The carrier shall not deliver or relinquish possession of any property transported by it until all tariff rates and charges thereon have been paid, unless the carrier and either the consignor or consignee have made other satisfactory payment arrangements before delivery of the shipment.</p>	432
<p><u>Delivery of Shipment - Payment</u></p> <ol style="list-style-type: none"> A. Payment is due at the time the shipment is delivered, unless the carrier and either the consignor or consignee have made other satisfactory payment arrangements before delivery of the shipment. B. Payment may be made in the form of cash, valid check or credit card. The carrier may limit the credit card acceptance for payment and may require authorization from the credit card company prior to acceptance and release of the shipment. The carrier shall not charge the shipper any credit card fee or charge, or otherwise increase the amount payable for accepting a payment by credit card, except as otherwise provided in item 503, C. When carrier has provided a non-binding estimate of charges applicable to a shipment and the actual charges exceed the estimate by more than 10 percent, the carrier may extend credit for any excess amount over 10 percent above the estimate if: <ol style="list-style-type: none"> (1) The shipper did not receive notice of the additional costs at least two days prior to delivery, and (2) The shipper promises to pay the balance of the charges within 10 days after delivery, excluding Saturdays, Sundays, and legal holidays. 	433
<p><u>Delivery of Shipment - Unloading the Shipment</u> The rates named in this tariff include delivery and unloading at one or more points of destination.</p>	434
<p><u>Delivery of Shipment - Verification of Articles Delivered</u></p> <ol style="list-style-type: none"> A. Upon delivery of the shipment, the carrier shall allow the shipper to observe and verify the identity and condition of the articles being delivered. B. The carrier shall allow the shipper to note, in writing on the bill of lading, any missing articles and the condition of any damaged or destroyed articles. The carrier shall provide the shipper with 	435
Issued: (Date)	Effective:
Issued by: (Name)	

MO___	Original Page 14
Section 4 – Rules Affecting the Tariff	
Description of Item	Item Number
a copy of all these notations.	
<p><u>After Delivery of Shipment - Filing of Claims for Loss, Damage or Delay</u> The consignee or owner of property must promptly notify the carrier after discovery of any loss, damage, injury or delay to property transported by the carrier. Claims must be filed in writing or electronically with the carrier within ten (10) days after the delivery of the shipment and shall contain the following facts and documentation:</p> <ol style="list-style-type: none"> (1) A detailed description to identify the shipment (or shipments) of property involved including the date of delivery and the name, address and phone number of the claimant and a detailed description of the damage, loss, injury or delay; (2) An appraisal reports or repair estimate or a specified dollar amount of the damage, loss, injury or delay; and (3) The date the article was purchased, original cost, estimated value of the article at the time of loss or damage. 	436
<p><u>After Delivery of Shipment - Acknowledgement of Claims for Loss, Damage or Delay</u> Upon receipt of a claim, the carrier shall establish a claim file. The carrier or its agent shall acknowledge receipt of each claim in writing or electronically to the claimant within 30 calendar days of receipt; except that the carrier may orally acknowledge receipt of a claim to the claimant, either in person or by telephone, if the carrier makes a timely record thereof in the carrier’s claims register within 24 hours after the oral acknowledgement.</p>	437
<p><u>After Delivery of Shipment - Resolution of Claims for Loss, Damage or Delay</u></p> <p>A. The carrier shall pay, decline or make a firm offer in writing or electronically to the claimant within 120 days after receipt of the claim. If the carrier cannot process and dispose of the claim within 120 days after receiving it, then before the 120th day and at the expiration of each succeeding 60–day period while the claim remains pending, the carrier shall notify the claimant in writing or electronically of the status of the claim and the reason for the delay in making final disposition thereof. The carrier shall retain a copy of these notices to the claimant in its claim file.</p> <p>B. The carrier shall not be required to pay any claim to the shipper, or to repair or replace any article lost or damaged by the carrier, until the shipper has fully paid to the carrier all the applicable charges for transportation and related services as provided in this tariff.</p> <p>C. If the carrier intends to pay to the claimant all or any part of an unpaid claim for loss of or damage to household goods that were transported by the carrier, when the claimant owes any unpaid debt to the carrier, then the carrier may claim as a set-off and deduct from its payment to the claimant, an amount which shall not exceed that portion of the claimant’s unpaid debt to the carrier, which is:</p> <ol style="list-style-type: none"> (1) Currently due and payable to the carrier, (2) Owed on account of the carrier’s transportation of household goods (including the shipment involving the subject of the claimant’s unpaid loss or damage claim, or any other shipment); (3) Undisputed by both the carrier and the claimant; (4) Liquidated in amount; and (5) Less than or equal to the amount of the claimant’s unpaid claim against the carrier. <p>D. The carrier may satisfy the claim by repairing or replacing the property loss or damage with materials of like kind, quantity and condition at the time of acceptance by the carrier. If an article has been replaced or totally paid for by the carrier, the damaged article shall become the property of the carrier or his agent to dispose of at the discretion of the carrier.</p> <p>E. When an asserted claim for loss of an entire package or an entire shipment cannot be otherwise authenticated, the carrier shall obtain from the consignee or owner a certified statement in writing or electronically that the property for which the claim is filed has not been received from any other source.</p> <p>F. In the case of damaged property, which has been replaced or totally paid for by the carrier, such damaged property shall then become the property of the carrier or his agent to dispose of at the</p>	438
Issued: (Date)	Effective:
Issued by: (Name)	

MO___	Original Page 15
Section 4 – Rules Affecting the Tariff	
Description of Item	Item Number
discretion of the carrier.	
<p><u>Disposal or Sale - Damaged Article(s)</u></p> <p>A. Whenever property transported by a carrier is damaged or alleged to be damaged and is, as 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 interest of all persons having an interest therein.</p> <p>B. 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. Upon receipt of a claim on a shipment on which salvage has been processed in the manner herein before described, the carrier shall 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 receive the same.</p>	439
<p><u>Disposal or Sale – Refused or Unclaimed Shipment(s)</u></p> <p>If shipment is refused by consignee at destination, or if shipper, consignee or owner of property fails to receive or claim the shipment within proper notice, the carrier may sell the property at its option either (A) upon notice in the manner authorized by law or (B) at public auction to highest bidder for cash at a public auction to be held at a time and place named by carrier, thirty (30) days notice of which sale shall have been given in writing to shipper and consignee and there shall have been published at least once a week for two consecutive weeks in a newspaper or general circulation at or near the place of sale. The notice shall contain a description of the property as described in the bill of lading, and the names of the consignor and consignee. The proceeds of any sale shall be applied toward payment of lawful charges applicable to shipment and toward expenses of notice, advertising and sale, and of storing, caring for and maintaining property prior to sale, and the balance, if any shall be paid to owner of property; provided that any perishable articles contained in said shipment may be sold at a public or private sale without such notices, if, in the opinion of carrier, such action is necessary to prevent deterioration or further deterioration.</p>	440
<p><u>After Delivery of Shipment - Servicing Article(s)</u></p> <p>The same provision applies as servicing at origin unless otherwise specified in this item.</p>	441

Issued: (Date)	Effective:
Issued by: (Name)	

Section 5 - Rates

Description of Item	Item Number
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Hourly rates for transportation wholly within a municipality, or between contiguous municipalities, or within the commercial zone of a municipality

A. All rates and charges shown below are:

- (1) Stated in dollars and cents per hour;
- (2) Subject to the provision for minimum charges of: _____;
and
- (3) For transportation wholly within the commercial zone(s) of: (List city or cities where the rates and charges within this item apply. If any different rates and charges will be applicable for service performed within different commercial zones, the carrier shall list the applicable rates and charges in a separate item, in a form similar to this item.)

B. The following services include the use of the following type of truck:

(The carrier shall insert a description of the truck to which the following rates apply)

Service Provided (Including Truck)	Season 1 Regular Service Hours	Season 1 Overtime Service Hours	Season 2 Regular Service Hours	Season 2 Overtime Service Hours
One Man	\$ per hour	\$ per hour	\$ per hour	\$ per hour
Two Men	\$ per hour	\$ per hour	\$ per hour	\$ per hour
Three Men	\$ per hour	\$ per hour	\$ per hour	\$ per hour
Four Men	\$ per hour	\$ per hour	\$ per hour	\$ per hour
Each Additional Man	\$ per hour	\$ per hour	\$ per hour	\$ per hour
Each Additional Truck (Same Type Described Above)	\$ per hour	\$ per hour	\$ per hour	\$ per hour

500

C. The following services include the use of the following type of truck

(The carrier shall insert a description of the truck to which the following rates apply)

Service Provided (Including Truck)	Season 1 Regular Service Hours	Season 1 Overtime Service Hours	Season 2 Regular Service Hours	Season 2 Overtime Service Hours
One Man	\$ per hour	\$ per hour	\$ per hour	\$ per hour
Two Men	\$ per hour	\$ per hour	\$ per hour	\$ per hour
Three Men	\$ per hour	\$ per hour	\$ per hour	\$ per hour
Four Men	\$ per hour	\$ per hour	\$ per hour	\$ per hour
Each Additional Man	\$ per hour	\$ per hour	\$ per hour	\$ per hour
Each Additional Truck (Same Type Described Above)	\$ per hour	\$ per hour	\$ per hour	\$ per hour

EXCEPTIONS: If the exceptions stated in any of the following items within this tariff are applicable to a shipment, then the rates and charges provided in those items shall apply to that shipment, instead of the rates and charges in this item:

(List item numbers of all exception rates and charges that may apply in lieu of this item, for service within the commercial zones listed in this item.)

Issued: (Date)	Effective:
Issued by: (Name)	

Section 5 - Rates

Description of Item		Item Number									
<p><u>“Declared Value” Charge</u> - See Item Number 419 for rules governing the applicability of this charge.</p> <table border="1"> <thead> <tr> <th>Description</th> <th>Per</th> <th>Fee</th> </tr> </thead> <tbody> <tr> <td>Whenever the shipper, in consideration of the carrier’s acceptance for shipment of any articles of extraordinary value specifically described on the bill of lading, has signed a special provision in the carrier’s invoice or the bill of lading that limits the carrier’s liability for loss of or damage to the described articles of extraordinary value to an amount not greater than the “declared value” of the articles, and the “declared value” of the articles is stated by the shipper on the invoice or bill of lading, then, in addition to any other applicable charges, the shipper shall pay to the carrier a “declared value” charge determined at the following rate.</td> <td>Each \$100.00 of “Declared Value” of the articles of extraordinary value as stated on the invoice or bill of lading</td> <td>\$ _____ (The carrier must insert the applicable rate)</td> </tr> </tbody> </table>		Description	Per	Fee	Whenever the shipper, in consideration of the carrier’s acceptance for shipment of any articles of extraordinary value specifically described on the bill of lading, has signed a special provision in the carrier’s invoice or the bill of lading that limits the carrier’s liability for loss of or damage to the described articles of extraordinary value to an amount not greater than the “declared value” of the articles, and the “declared value” of the articles is stated by the shipper on the invoice or bill of lading, then, in addition to any other applicable charges, the shipper shall pay to the carrier a “declared value” charge determined at the following rate.	Each \$100.00 of “Declared Value” of the articles of extraordinary value as stated on the invoice or bill of lading	\$ _____ (The carrier must insert the applicable rate)	501			
Description	Per	Fee									
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<p><u>Credit Card Fee</u></p> <table border="1"> <thead> <tr> <th>Description</th> <th>Per</th> <th>Fee</th> </tr> </thead> <tbody> <tr> <td>A. Except as provided in paragraph B of this item, whenever the shipper uses a credit card to pay to the carrier any rate or charge authorized by this tariff, the shipper shall pay to the carrier, in addition to all other rates or charges, a “credit card fee” determined at the rate shown in the columns to the right:</td> <td>Each \$1.00 of other rates or charges paid by credit card in conformity with any provision in this tariff, as stated on the invoice or bill of lading</td> <td>\$ _____ (The carrier must insert the applicable rate)</td> </tr> <tr> <td>B. If the shipper uses any of the credit cards specifically identified below, to pay to the carrier any rate or charge authorized by this tariff, then the shipper shall pay to the carrier, in addition to all other rates or charges, a “credit card fee” determined at the following rate: (1) (The carrier shall identify any specific credit cards for which the “credit card fee” will be applied at the special rate shown in this row)</td> <td>Each \$1.00 of other rates or charges paid by credit card in conformity with any provision in this tariff, as stated on the invoice or bill of lading</td> <td>\$ _____ (The carrier must insert the applicable rate)</td> </tr> </tbody> </table>		Description	Per	Fee	A. Except as provided in paragraph B of this item, whenever the shipper uses a credit card to pay to the carrier any rate or charge authorized by this tariff, the shipper shall pay to the carrier, in addition to all other rates or charges, a “credit card fee” determined at the rate shown in the columns to the right:	Each \$1.00 of other rates or charges paid by credit card in conformity with any provision in this tariff, as stated on the invoice or bill of lading	\$ _____ (The carrier must insert the applicable rate)	B. If the shipper uses any of the credit cards specifically identified below, to pay to the carrier any rate or charge authorized by this tariff, then the shipper shall pay to the carrier, in addition to all other rates or charges, a “credit card fee” determined at the following rate: (1) (The carrier shall identify any specific credit cards for which the “credit card fee” will be applied at the special rate shown in this row)	Each \$1.00 of other rates or charges paid by credit card in conformity with any provision in this tariff, as stated on the invoice or bill of lading	\$ _____ (The carrier must insert the applicable rate)	503
Description	Per	Fee									
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<p><u>Storage-in-Transit Rates and Charges</u></p> <p>(The Carrier shall insert all rates and charges applicable to storage-in-transit, including the transportation to and from the warehouse, additional handling charges, storage charges (if the shipment is stored at a warehouse owned or controlled by the carrier, or by any person affiliated with the carrier), and any other charges applicable with reference to a shipment that is transported to or from a warehouse for purposes of storage-in-transit.)</p>		505									

Issued: (Date)

Effective:

Issued by: (Name)