



Missouri Department of Transportation

Motor Carrier Services

Household Goods Tariff Circular No. 1-2013

Pursuant to 7 CSR 265-10.050

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## Section I - Definitions

- (A) Agency arrangement—A written contract or agreement under which an agent provides a transportation service for a principal-carrier.
- (B) Agent—A person who acts for or in place of a principal-carrier, by the authority and on account of a principal-carrier, acting in this capacity through an agency agreement.
- (C) Article—Each shipping piece or package. 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.
- (D) 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.
- (E) Consignee—The owner of the property or person to whom the household goods are shipped.
- (F) Consignor—The person who forwards the household goods.
- (G) Effective Date—The date the tariff or supplement shall be placed into force or take effect.
- (H) Exclusive use service—A transportation service in which only those household goods designated by the shipper shall be loaded on the vehicle.
- (I) Household goods carrier—The holder of a certificate issued by this commission;
- (J) Item—A particular provision or rate in a tariff or supplement. Each item is given an "item number".
- (K) Issued Date—The date the tariff or supplement was printed and ready to publicize or release.
- (L) Joint Rate—A rate made by agreement that extends over the authority of two or more carriers.
- (M) Joint Tariff—Tariffs that contain joint rates.
- (N) Principal Carrier—A household goods carrier whose method of operation utilizes the service of agents under an agency arrangement.
- (O) Rate—The price or charge for a motor carrier's transportation and household goods moving-related services.
- (P) Section—One (1) or a series of consecutive items in the tariff, which is identified as a group.
- (Q) Shipment—Property tendered by a shipper and accepted by the carrier.
- (R) Standard valuation for damage to any article, other than total loss—The value of the claim is 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.
- (S) Storage-in-Transit—The holding of the shipment in a warehouse pending further transportation.
- (T) Supplement—One (1) or more new pages of the tariff that contain any amendment, correction, addition or cancellation to all or part of a tariff.
- (U) Tare weight of each vehicle—The weighing of the vehicle with full fuel tanks, pads, chains, dollies, hand trucks, other equipment needed prior to loading the

shipment and driver (without the crew) on a certified scale nearest to the point of origin of the shipment. For the transportation of part loads, the gross weight of a vehicle containing one or more part loads shall be used as the tare weight of such vehicle as part loads subsequently loaded thereon. If a certified scale is not available at origin or at any point within 10 miles of the origin, a constructive weight based upon 7 pounds per cubic foot may be used;

(V) Tariff—A written schedule containing rates and related rules, regulations or other provisions published by one (1) or more motor carriers.

(W) Tariff Agent—A person, association or other entity (other than the motor carrier or its employee) authorized to publish, tariffs, supplements and provisions on behalf of a carrier.

(X) Through Rate—The total rate from point of origin to destination.

(Y) Valuation—Level of liability assumed by the motor carrier for loss or damage of household goods.

## **Section II. General Requirements**

(A) All statements in a tariff or supplement shall be in clear and precise terms regarding the rates and rules as necessary to remove all doubt as to the proper application.

(B) The tariff shall contain any exceptions to the application of rates and charges.

(C) The commission may suspend with or without a hearing either before or after its effective date a tariff, rule or item within the tariff prepared by or on behalf of a carrier or require a carrier to modify, correct or reissue its tariff or any item in the tariff that does not comply with rules, regulations or rate orders issued by the commission or its predecessors. Any tariff, schedule or item suspended shall not be used while under suspension. The carrier or tariff agent shall immediately file a supplement or amendment quoting the items, rules and pages that were suspended. The commission may set aside the tariff or supplement after hearing as provided by law. Any erroneous statement of fact or of law contained in a tariff shall not be binding or controlling upon the commission.

(D) Unless otherwise specified, the term tariff includes all current supplements to the tariff.

(E) The carrier shall charge for its household goods mover services only the rates specified in writing in the tariff provisions in effect at the time the carrier provides that service.

(F) The effective date of tariffs or supplements must be a future date and shall not be the same as the issue date of the tariff or supplement.

(G) The effective date for any changes in rates and charges shall not be less than one (1) day after the tariff or supplement is issued.

(H) If the tariff is issued with reference to a commission decision, action or order, the effective date shall be on or after the effective date of the decision or order.

(I) If the tariff or supplement on which the stated effective date is earlier than this section requires, then the stated effective date is considered to take effect at the earliest effective date as authorized by this section or any later effective date approved by the carrier or its tariff agent.

(J) The issuance or publication of a tariff or supplement does not relieve the carrier from liability for any violation of or noncompliance with applicable laws, rules or orders of the commission, nor from the liability for any actions or omissions by a common carrier in reliance upon an unlawful, invalid or erroneous tariff or supplement.

### **Section III. Form and Size of Tariff**

(A) Tariffs shall be printed on durable paper measuring eight and one-half inches by eleven inches (8 1/2" × 11"). The tariff shall be easily readable.

(B) Every page, including the title page, shall show:

1. The tariff number in the upper left hand corner;
2. The original or revised page number in the upper right hand corner;
3. The issued date in the lower left hand corner;
4. The effective date in the lower right hand corner; and
5. The name, address and telephone number of the carrier or tariff agent issuing the tariff below the issued and effective dates at the bottom of the page.

(C) Each section shall be listed in item number order.

(D) Number of Copies. The carrier or its tariff agent shall publish sufficient copies of the tariff or supplement needed for posting in every office for inspection upon demand by any person or commission personnel as specified in 7 CSR 265-10.060 and an original retained in the motor carrier's principal place of business. The carrier may assess reasonable charges for furnishing copies of tariff publications to interested persons other than commission personnel.

### **Section IV. Parts of a Tariff**

A tariff shall contain the following parts except as otherwise provided in this circular:

(A) Title Page. The title page of every tariff shall include the following items in the order named:

1. Each carrier or tariff agent shall assign to each tariff a consecutive serial number starting with "Number 1" for a new authority granted by the commission to a carrier. If a new tariff is filed to replace a tariff being cancelled, the title page should show the new number stating it cancels the old number. Example: "Number 2 Cancels Number 1." A separate series of numbers shall be used for joint tariffs filed on behalf of more than one (1) carrier;
2. Name of carrier. The true name of the carrier as registered with the commission plus the carrier's trade name or dba (doing business as) name. If more than one (1) carrier participates in a joint tariff, then the name(s) of the participating carrier(s) shall be included on the title page and clearly marked as a "Joint Tariff";
3. Description of service. A short description of the type of service for which the tariff applies and the territory or points between which the tariff applies. For example: "Transportation of Household Goods within all points of the state of Missouri;"

4. Effective date and issued date;

5. If a new tariff or supplement is required to be filed pursuant to a commission decision or order, the title page of the tariff shall contain a reference to that decision or order; and

6. At the bottom of the title page, list the name, address and telephone number of the carrier or its tariff agent who prepared the tariff.

(B) Index Table. The index table shall be alphabetized by subject and shall specify the item and page number where information by subject may be found within the tariff. If the tariff is four (4) pages or less in length, the index table may be omitted.

(C) Statement of Operating Authority. Each tariff shall include a separate section that describes the operating authority of the motor carrier.

(D) Governing Publication. Any publication referred to within the tariff, must be described in detail in a section of the tariff and must reference the item(s) within the tariff that is governed by that publication. Any publication referred to in the tariff must be maintained with that tariff.

(E) Each tariff shall include a separate section that contains all the rules used to define terms and service or to explain what conditions would apply to a rate, charge or service. A special rule affecting a particular item or rate shall refer to that rate. Any rule that applies to one (1) or more specific rates must refer to the item numbers of all rates affected by that rule.

(B) Each rule shall be identified by a separate item number.

(C) No rule shall refer to a rate in any other tariff.

(D) If the carrier intends to charge any rates based on mileage, then the rules section of the tariff shall identify the mileage guide or other reference which the carrier will use to determine mileage. The carrier shall not use or refer to any mileage guide or other reference not approved by the commission.

(E) Items within the tariffs shall not result in conflicting rates, charges or provisions.

(F) The tariff must include provisions as required by any prior decision, action or order of the commission or its predecessor.

(G) A separate sections shall be designated for Labor Charges and Additional Services.

(H) Hourly rates and charges and/or Distance rates and charges shall be shown in a separate section.

## **Section V. Rates and Charges**

(A) Rates and charges shall be plainly stated in United States monetary denominations and stated in dollars and cents. 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 rounded up.

(B) If applicable, minimum charges for providing service shall be included. When hourly rates are charged, a minimum of one (1) hour of service can be charged at the lowest applicable hourly rate. When distance rates are charged, a shipment weighing less than 600 pounds shall be accepted at a weight of 600 pounds and at



the applicable rate shown for 600 pounds. A separate minimum rate or charge is applicable to any shipment stored in transit.

(C) The carrier shall charge and receive U.S. currency, not commodities or services, in exchange for transportation services.

(D) This section of the tariff shall include the method by which the rates are determined.

(E) Complicated plans or ambiguous terms shall not be used. Rates and charges must be specific and arranged in a way that allows for the determination of the exact rate, charges and service terms applicable to any given shipment. Rates may be included for vehicles of differing size or differing use of manpower. Differing rates cannot be used for similar cost of operation.

(F) The carrier may not charge or receive a different compensation for the transportation or service than the rate specified in the tariff.

(G) A motor carrier shall not offer any discounted or reduced rates or charges except in accordance with the applicable terms and conditions in that carrier's tariff. The terms and conditions for any discounted or reduced rates shall be reasonable, and shall not unfairly discriminate between or result in any undue preference or prejudice to persons who are similarly situated; and shall be offered to all persons or corporations similarly situated, under the same or substantially similar circumstances and conditions. Coupons for discounted or reduced transportation service shall not be offered in telephone directories or other advertisements.

(H) No carrier shall offer or provide free transportation, except as authorized by section 387.120, RSMo.

(I) Rates and charges based on distance or mileage must be stated in dollars and cents per 100 pounds and must identify in the rules section the mileage guide approved by the commission used to determine mileage. The carrier shall not use or refer to any mileage guide or other reference not approved by the commission. If transportation rates are not shown in the tariff for the actual distance, the rate shown for the next greater distance shall apply.

(J) Where rates are stated in amounts per hundred pounds, charges shall be computed by multiplying the additional weight involved by the rates shown for a hundred pounds.

(K) Hourly charges are 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 the tariff.

(L) Rates and charges based on time shall be charged in 15 minute increments. Periods of 7 minutes or less shall be rounded down to the preceding whole hour; periods greater than 7 minutes, but not greater than 22 minutes, shall be rounded to the quarter-hour, i.e., 15 minutes; periods greater than 22 minutes, but not greater than 37 minutes, shall be rounded to the half-hour, i.e., 30 minutes; periods greater than 37 minutes, but not greater than 52 minutes, shall be rounded to three-fourths of an hour, i.e., 45 minutes; and periods greater than 52 minutes, but not greater than 60 minutes, shall be rounded up to the next whole hour.

(M) Seasonal rates, when used, must specify the season, the seasonal rate, the beginning and ending date and time of the duration of the season.

(N) The motor carrier shall include in its tariff the rates and charges for any and all services the carrier provides in connection with the transportation of household goods. Examples of additional services that may be provided are: storage-in-transit, warehouse handling charges and storage charges.

(O) When a rate or charge within the tariff is in conflict with another rate or charge, the lower of the rate or charge will be the legal rate or charge.

(N) If the transportation charges were contested in writing to the carrier within one (1) year of the movement of the household goods and an overcharge has been discovered due to the improper application of its rates and charges in effect at the time of the movement for the service provided, the carrier must refund the amount of the overcharge.

(P) When hourly rates and distance commodity rates based on weight are applicable to the movement of the household goods, the shipment shall be weighed and the miles of ship transportation be maintained and the total charge to the shipper will be based upon the hourly rate charge or on the actual weight for actual service performed, whichever is lower.

## **Section VI. Rules Governing the Transportation of Household Goods**

### **Agency Agreements**

All agency agreements shall be in writing and signed by both the principal-carrier and the agent. Agreements will be made available to the commission for public inspection.

### **Basis of Weight**

(A) Gross weight, tare weight, net weight and constructive weight.

1. The tare weight of each vehicle used in the transportation of household goods shall be determined by having it weighed prior to the transportation of each shipment, with the driver but without the crew thereon, on a certified scale, and when so weighed the fuel tanks on such vehicle shall be full and vehicle shall contain all pads, chains, dollies, hand trucks, and other equipment needed in the transportation of shipments to be loaded thereon, and such weight shall then be entered on the bill of lading. After the vehicle has been loaded, it shall be weighed, with the driver but without the crew thereon, at the certified scale nearest to the point of origin of the shipment, and the net weight of the shipment shall be obtained by deducting the tare weight from the gross weight, and both the gross weight and net weight shall be entered on the bill of lading. Where no certified scale is available at the point of origin, the gross weight shall be obtained at the nearest certified scale either in the direction of the movement of the shipment, or in the direction of the next pick-up or delivery in the case of part loads. In the transportation of part loads, this subsection shall apply in all respects, except that the gross weight of a vehicle containing one or more part loads shall be used as the tare weight of such vehicle as part loads subsequently loaded thereon. Also, the person paying the freight charges, or his representative, upon request of either, shall

be permitted without charge to accompany, in his own conveyance, the carrier to the weighing station and to observe the weighing of his shipment after loading. The carrier shall use a certified scale which will permit the shipper to observe the weighing of the shipment without causing delay.

2. If no certified scale is available at origin, or at any point within 10 miles thereof, a constructive weight, based upon 7 pounds per cubic foot of properly loaded van space, may be used.

(B) Obtaining Weight Tickets: The carrier shall obtain a weight ticket signed by the scale representative or its driver for each weighing required under this section, and the driver shall enter thereon the number of the bill of lading accompanying the shipment involved. No other additions or alterations shall be made on any such tickets. As soon as such weight ticket is obtained, true copies thereof shall be attached to the receipt or bill of lading accompanying the shipment, and retained in the carrier's file. A true copy of each weight ticket pertaining to a shipment shall be given to the shipper at the weighing station if the shipper is present or upon delivery of the shipment if the shipper is not present at the weighing.

(C) Any of the following shipments may be weighed on a certified scale prior to being loaded on the vehicle: (1) a partial load for any one shipper not exceeding 1,000 pounds; (2) an automobile or other article weighing in excess of 500 pounds which is mounted on wheels; and (3) a shipment which the carrier containerizes for further transportation, in which case

the net weight of the shipment shall be the gross weight of the container less the tare weight of the container; the gross weight of the container shall be packed and prepared for shipment; the tare weight of the container shall include all of the pads, skids, blocking and bracing used, or to be used, to protect the contents of the container, but not including packing materials used in the preliminary packing of the shipment.

(D) The provisions of paragraph A and B of this rule shall not apply to shipments tendered to the carrier in containers or to shipments consisting solely of machinery (including auxiliary and components parts thereof) which are being transported by household goods carriers pursuant to the definition of household goods in Item 1 of the tariff; provided, the weight of each shipment is certified by the shipper thereof on the bill of lading covering such shipment.

(E) No carrier shall add to or take from the tare weight of the vehicle for the purpose of altering the net weight of a shipment.

### **Bills of Lading Requirements**

Every household goods carrier who receives household goods for transportation shall issue and provide to the shipper a bill of lading for these goods, which bill of lading shall contain, at a minimum, the following information:

(A) Name, address and phone number of the carrier, his/her agent, or both;

(B) United States Department of Transportation (USDOT) number and bill of lading number;

(C) Shipper's name, address and phone number (if any);

(D) Consignee's name, address and phone number (if any);

(E) Shipper notification instruction (if any);

- (F) Agreed pick-up and delivery dates (if any);
- (G) Information concerning gross, tar and net weights (if any);
- (H) Information concerning containers, packing and unpacking;
- (I) All special services requested by the shipper;
- (J) Information concerning additional services performed;
- (K) Valuation information;
- (L) Information concerning estimate (if made),
- (M) An itemized statement of all charges, payments and balance due (if any);
- (N) Total amount required to be paid upon delivery of shipment; and
- (O) Signature of both shipper and carrier of his/her agent.

Each household goods carrier, whether or not it operates as a principal-carrier, shall maintain a complete file of consecutively numbered bills of lading for not less than two (2) years after the date of issuance for inspection and audit by the commission. A separate series of bills of lading may be used for different agents. All correspondence, complaints and claims relating to particular movements of household goods shall be the responsibility of the household goods carrier under whose authority the transportation was performed.

### **Carrier Requirements, Responsibilities and Liability**

(A) Carrier May Decline to Accept for Shipping—The carrier may not bid or accept for shipment:

1. 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. Exception—The carrier may accept these articles for shipment, but only in conformity with the rules stated in within the tariff for articles of extraordinary value.
2. Any article that is perishable (other than food items) or any living animal or plant. Exception— Perishable plants may be accepted for transportation provided the shipment is transported not more than 150 miles and/or delivery accomplished within 24 hours from time of loading; no storage is required; and no preliminary or en route servicing or watering or other preservative method is required by the carrier.

(B) Carrier Must Not Accept for Shipping—The carrier must not accept for shipment:

1. Property that may damage its equipment or which cannot be taken from the premises without damage to the article or the premises.
2. 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.
3. Any perishable food or other articles that must be kept frozen or require refrigeration. Exception—The carrier may accept frozen foods if the food is contained in a working freezer; the shipment is to be transported not more than 150 miles and/or delivery may be accomplished within 24 hours from time of loading; no storage is required and no preliminary or en route servicing by use of dry ice, electricity, or other preservative methods is required of the

carrier. The carrier shall not be responsible for any loss or damage, condition or flavor to any frozen foods accepted for delivery.

(C) Carrier Will Not Assume Liability—The carrier will not assume any liability for:

1. Documents, currency, money, credit cards, jewelry, watches, precious stones, or articles of extraordinary value including accounts, bills, deeds, evidence of debt, securities, notes, postage stamps, stamp collections, revenue stamps, letters or packets of letters, articles of peculiarly inherent value, precious metals or articles manufacture therefrom without the knowledge of the carrier and are not specifically listed on the bill of lading.
2. Condition or flavor of perishable articles included in a shipment with or without knowledge of the carrier.
3. 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.
4. Damage to any assembled furniture or 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.
5. Loss, damage or delay caused by or resulting: from defect or inherent vice of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity changes; from hostile or warlike action in time of peace or war; or from any Acts of God.

### **Cost Estimate for Service**

(A) Non-Binding Estimate—If requested by a shipper, a household goods carrier shall provide a non-binding, written estimate of the total charges for the proposed shipment prior to the 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. 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.

(B) Binding Estimate—If the carrier offers to make a binding estimate to all shippers who request it and a shipper specifically requests a binding estimate:

1. 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.
2. Both the shipper and the carrier must sign the binding estimate. An electronic signature is acceptable. 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 (60) days after the date when the carrier signed it.

3. Estimated total charges apply only for quantities and services expressly stated on the estimate.
4. 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 are required after loading the shipment, the carrier may amend the estimate to include all services actually required of the carrier.
5. 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. If the binding estimate is based on weight, the shipment shall be weighed, a cube sheet shall be prepared using constructive weight of 7 pounds per cubic foot and the total actual charges will be based on whichever charge is lower.
6. 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. The revised estimate shall be binding for 30 days after the revised estimate is made.

#### **Disassembling or Disconnecting Articles**

Unless specified in the tariff, the carrier shall not:

1. Disassemble unusual articles found inside or outside of buildings, nor remove any articles embedded in the ground or secured to a building.
2. Disconnect any appliances, computers or other electronic equipment which if not properly disconnected could cause damage to the article being transported.

#### **Claims**

(A) The consignee or owner of the 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:

1. A detailed description to identify the shipment(s) involved including the date of delivery, the name, address and phone number of the claimant and a detailed description of the damage, loss, injury or delay;
2. An appraisal report 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.

(B) Every household goods carrier who receives a written claim for loss or damage to household goods transported by it shall cause the date of receipt of the claim to be recorded in a claims register. The carrier shall acknowledge receipt of the claim, in writing or electronically to the claimant within thirty (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 in the carrier's claims register within 24 hours after the oral acknowledgement.

(C) The household goods carrier, within one hundred twenty (120) days after the receipt of the claim, shall tender payment, decline payment or make a firm compromise settlement offer in writing to the claimant. If the carrier cannot process and dispose of the claim within 120 days after receiving it, then before the 120<sup>th</sup> 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. 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 the tariff. 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.

(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.

(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.

(F) When liability of the carrier is to be measured by weight of the article lost or damaged, and such article is packed in an interior shipping container, in the absence of specific evidence to the contrary, such interior shipping container will be deemed to have the following weight:

Container	Weight Per Container (In pounds)
Drum, Dish-Pack	60
Cartons, Less than 3.0 cu. ft.	25
Cartons, 3.0 cu. ft. or more, but less than 4.5 cu. ft.	30
Cartons, 4.5 cu. ft. or more, but less than 6.0 cu. ft.	35
Cartons, 6.0 cu. ft. or more, but less than 6.5 cu. ft.	45
Cartons, 6.5 cu. ft. and over	50
Wardrobe Carton	50
Crib Mattress	22
Mattress or Box Spring Carton (Not exceeding 39" X 75")	55
Mattress or Box Spring Carton (Not exceeding 54" X 75")	60
Mattress or Box Spring Carton (Exceeding 54" X 75")	80
Note 1: Cartons containing books or records will be deemed to weigh 50 lbs.	
Note 2: Cartons containing lamp shades will be deemed to weigh 10 lbs.	

(G) The carrier will make an itemized record sufficient to identify the property 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, the carrier shall record in its Claims 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.

**Disposal or Sale of Damaged Articles or Refused or Unclaimed Shipments**

(A) Damaged property, which has been replaced or totally paid for by the carrier, shall then become the property of the carrier or his agent to dispose of at the discretion of the carrier.

(B) 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. 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.

(C) 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 the shipment 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 upon notice in the manner authorized by law or at public auction after thirty (30) day notice of sale to the 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 the 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.



### **Diversion of Shipments**

(A) Upon instructions from the consignee owner, a shipment will be diverted subject to the following provisions and additional charges. Carrier may require that instructions be in writing.

(B) The term diversion as used herein means:

1. A change in destination beyond 10 miles of the original destination city.

2. A change in the route at the request of the consignor, consignee or owner.

(C) When an order for diversion under this rule is received by a carrier, diligent effort will be made to locate the shipment and effect the change ordered, unless such failure is due to the error or negligence of the carrier or its employees.

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

(E) On shipments diverted to a new destination city under provisions of paragraph (D) of this rule, an additional charge of \$1.50 per cwt. will apply, based on weight at which transportation is based. If the new destination city is within 10 miles of the original destination city, no diversion charge will apply.

NOTE: On shipments diverted to a warehouse for storage at a city other than original destination city, the warehouse will be considered the destination point.

### **Exclusive Use of the Vehicle and Space Reservation**

(A) Subject to the availability of carrier equipment, the shipper shall have exclusive use of the vehicle unless the carrier otherwise informs the shipper before loading the shipper's goods. Exception—When the transportation rates and charges for the shipment are based on weight and the properly loaded shipment occupies the loading space of a single vehicle or the physical character of the shipment prevents its transportation with other shipments on a single vehicle, the minimum weight will be based on the length of vehicle as required by this subsection. The shipper may, at their option, order a specific length of vehicle for exclusive transportation of their shipment. If the carrier is unable to furnish a vehicle of specific length ordered and furnishes a longer vehicle, the minimum charge shall be based upon the length of vehicle ordered by the shipper. The bill of lading shall indicate the length of the vehicle necessary for proper loading of the shipment or the length of the vehicle ordered by the shipper. The minimum weight used to determine the rate to be charged is as follows:

Length of vehicle ordered measured along center of floor not including tail gate is:

	Minimum weight charge at:
Less than 12 ft.	2,000 pounds
12 ft., but not over 14 ft.	5,000 pounds
Over 14 ft., but not over 20 ft.	7,000 pounds
Over 20 ft., but not over 28 ft.	10,000 pounds
Over 28 ft., but not over 35 ft.	12,000 pounds
Over 35 ft., but not over 40 ft.	19,600 pounds

Over 40 ft., but not over 42 ft.	21,000 pounds
Over 42 ft., but not over 45 ft.	23,800 pounds
Over 45 ft., and over	24,500 pounds

(B) Subject to availability of carrier equipment and when the transportation rates and charges for the shipment are based on weight, the shipper may reserve a portion of the space of a vehicle. Space reservation service shall be offered at seven (7) pounds per cubic foot, with a minimum space to be reserved of not less than one hundred fifty (150) cubic feet, and a maximum total space to be reserved of not more than one thousand (1,000) cubic feet with the following cubic feet increments:

150 cubic feet or less . . . . .	1,050 pounds
200 cubic feet . . . . .	1,400 pounds
300 cubic feet or less . . . . .	2,100 pounds
400 cubic feet . . . . .	2,800 pounds
500 cubic feet or less . . . . .	3,500 pounds
600 cubic feet . . . . .	4,200 pounds
700 cubic feet or less . . . . .	4,900 pounds
800 cubic feet . . . . .	5,600 pounds
900 cubic feet or less . . . . .	6,300 pounds
1,000 cubic feet . . . . .	7,000 pounds

Exception: Articles including objects of art, displays and exhibits, which because of their unusual nature or value require specialized handling and equipment, space reservation will be computed using the following minimum weight:

300 cubic feet . . . . .	2,100 pounds
each 100 cubic foot over 300 cubic feet . .	700 pounds

(C) If a shipper elects to use space reservation service or exclusive use service, the carrier shall document the fact that its agent explained these types of service to the shipper or the shipper’s representative and that the shipper or the shipper’s representative elected to use space reservation or exclusive use service. The agreed upon loading dates, delivery dates, vehicle size, shipment weight and costs of space reservation or exclusive use service shall be specified on the bill of lading.

**Expedited or Specific Date Service**

When the shipper and carrier agree upon a specific date for pickup and delivery, the shipper will not be charged any extra charge for specific date service. Exception—When the transportation rates and charges are based on weight and the shipments weighs less than 5,000 pounds, the charge for expedited or specific date service will be computed using a shipment weight of 5,000 pounds.

**Impractical Pick-Up or Delivery and Auxiliary Services**

(A) It is the responsibility of the shipper to make shipment accessible to carrier or accept delivery from carrier at a point at which the road haul vehicle may be safely operated.

(B) When it is physically impossible for carrier to perform pick-up of shipment at origin address or to complete delivery of shipment at destination address with normally assigned road haul equipment, due to the structure of the building, its inaccessibility by highway, inadequate or

unsafe public or private road, overhead obstructions, narrow gates, sharp turns, trees, shrubbery, the deterioration of roadway due to rain, flood, snow, or nature of an article or articles included in the shipment, the carrier shall hold itself available at point of pick-up to tender delivery at destination at the nearest point of approach to the desired locations where the road haul equipment can be made safely accessible.

(C) Upon request of the shipper, consignee or owner of the goods, the carrier will use or engage smaller equipment than its normal road haul equipment or provide extra labor for the purpose. If possible of accomplishment, of transferring the shipment between the residence and the nearest point of approach by the carrier's road haul equipment. Charges for this auxiliary service to cover labor and additional vehicle (if used) will be as provided herein, and shall be in addition to all other transportation and accessorial charges.

(D) If the shipper does not accept the shipment at nearest point of safe approach by carrier's road haul equipment to the destination address, the carrier may place the shipment, or any part thereof not reasonably possible for delivery, in storage at the nearest available warehouse of the carrier, or, at the option of the carrier, in a public warehouse, subject to a lien for all lawful charges. The liability on the part of the carrier will cease when the shipment is unloaded into the warehouse and the shipment shall be considered as having been delivered.

(E) Transportation charges to cover the movement of the shipment or part thereof from point at which it was originally tendered to warehouse location shall be computed on basis of weight of shipment on that part of shipment stored in warehouse, subject to applicable rate as provided in tariff from point at which it was originally tendered to warehouse location, which shall be in addition to charges from initial point of origin to point at which shipment was originally tendered. All accrued charges on the shipment or any part thereof shall be due and payable upon delivery of same to the warehouse. Any subsequent movement from warehouse shall constitute a new shipment.

### **Inspection, Packing and Labeling Articles**

(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.

(E) Where articles are not packed or are improperly packed, crated or boxed and by reason thereof the contents are more susceptible to damage, carrier will arrange to have such articles properly packed at charges shown within the tariff.

### **Loading the Shipment**

The rates named in the tariff include pick-up and loading at one or more points of origin. Portions of a shipment moving in intrastate commerce may be pickup up or delivered at one or more places of origin, destination or en route. Charges will be for total weight of entire shipment for total distance via points of pick-up or delivery to both from first point of pick-up to final point of delivery, plus additional service charges applicable to each portion of the shipment. The total charges for picked up or delivered portions shall not, in any case, exceed the total charges as would apply if computed to each portion as a separate shipment.

### **Loading and Unloading at the Warehouse**

If a shipment originates at or is destined to a warehouse, the rates for transportation include only the loading or unloading, as the case may be, at ground floor, platform, or other point convenient or accessible to the vehicle.

### **Long and Short Haul Rule**

In no case shall the rate or charge for a shorter distance exceed the rate or charge for a longer distance on like shipments moving over the same route in the same direction, the shorter distance being included in the longer. Nor shall any through rate or charge exceed the aggregate of the intermediate rates or charges applicable over the same route in the same direction.

### **Method of Determining Distance**

The transportation rates named in the tariff for distance commodity rates as shown in Section 9 and the distances to be used to determine applicable charge shall be computed in the following manner:

1. Except as otherwise provided in Paragraph (B), the distance or mileage shall be that shown in carrier's published mileage guide.
2. If specific mileages are not publish in said mileage guide from point of origin or to point of destination, the mileage shall be computed by arriving at the shortest published mileage therein, from or to (as the case may be) the nearest directly intermediate point from or to which the shipment is moving, and there shall be added thereto the actual distance determined by the use of odometer readings or the official state highway map between such intermediate point and the actual point of origin or destination by legally traversable routes.
3. If the shipper request transportation via a longer route than the shortest practical route shown in said mileage guide, the mileage over the longer route, as shown therein, shall apply.
4. If transportation rates are not shown herein for the actual distance, the rate shown for the next greater distance shall apply.

## **Multiple Shippers**

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.

## **Minimum Charge**

(A) Unless otherwise specified, a shipment where rates and charges are based on weight, a shipment weighing less than 600 pounds shall be accepted at a weight of 600 pounds and at the applicable rate shown for 600 pounds.

(B) Shipments where rates and charges are based on hourly rates shall charge for a minimum of 1 hour of service at the lowest applicable hourly rate or charge unless specified otherwise in the tariff.

## **Payment**

(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 the tariff.

(C) When the 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: the shipper did not receive notice of the additional costs at least two days prior to delivery, and the shipper promises to pay the balance of the charges within 10 days after delivery, excluding Saturdays, Sundays, and legal holidays.

(D) 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 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. If the carrier, at the shipper's request, advances payment of reasonable charges for third party services then the carrier shall charge and the shipper shall reimburse the carrier for any third party service charges in addition to the rates and charges shown on the carrier's bill of lading. A copy of the third party invoice or billing statement will be provided to the shipper before loading the shipper's goods or as soon as possible thereafter.

(E) An invoice or billing statement shall be issued for each shipment where credit has been extended to the shipper. No specific form is prescribed, but this bill when issued to the consignee or party paying for the service, shall include the following information with respect to the covered shipment:

1. Name of shipper and point of origin;
2. Name of consignee and destination;
3. Date of shipment;
4. An adequate description of property transported;

5. Weight of the shipment, if applicable;
6. Rate(s) charged for the service;
7. Any other charge incident to the transportation and sufficient information in connection with the charge to enable verification of the accuracy of that charge;
8. The amount of partial payment and method of payment;
9. Amount and date payment is due; and
10. Name of transfer point(s) and name or initial of each carrier participating in the haul when transportation is performed jointly by two (2) or more carriers.

(F) Exception—The carrier may relinquish possession of the household goods in advance of the payment of the tariff charges and may extend credit on goods transported for the United States, or any department, bureau or agency of the United States, or for Missouri, or any department, bureau or agency of Missouri. The invoice or freight bill must be submitted to the shippers within seven (7) days following the delivery of the goods. The credit may be extended in the amount of the charges for a period of fifteen (15) days from the date of the invoice or freight bill, excluding Saturdays, Sundays and legal holidays. If another invoice or freight bill must be submitted to the shipper for additional freight charges, the carrier may extend credit in the amount of the additional charges for a period of thirty (30) calendar days from the issuance of the subsequent invoice or freight bill.

#### **Regular and Overtime Charges**

If not defined within the tariff, regular time is any time other than any hour on Saturdays, Sundays and holidays, or between the hours of 5:00 p.m. and 8:00 a.m. Mondays through Fridays. Overtime is any hour on Saturdays, Sundays and holidays, or between the hours of 5:00 p.m. and 8:00 a.m. Mondays through Fridays.

#### **Releasing Possession of Shipment**

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.

#### **Servicing Special Articles**

(A) The transportation rates in the tariff do not include servicing or unservicing articles or appliances such as computers, refrigerators, deep freeze cabinets, radios, record players, washing machines, television sets, air conditioners, BBQ grills, and the like, which, if not properly serviced, may be damaged in, or incident to transit; nor is liability assumed for any such damage unless said articles or appliances are serviced and unserviced as provided in (1) or (2) below.

1. Upon request of shipper, consignee or owner of the goods, carrier will, subject to (B) below, service and unservice such articles and appliances at origin and destination for the additional charge provided in accessorial section of the tariff,(additional services). Such servicing and unservicing does not

include electrical or carpentry services necessary to disconnect, remove, connect and install such articles and appliances.

2. If carrier does not possess the qualified personnel to properly service and unservice such articles or appliances, carrier will upon request of shipper, owner, or consignee and as agent for them engage a third party to perform the servicing and unservicing. When the third party is engaged by the carrier to perform any service, the carrier will not assume responsibility for their activities or conduct; amount neither of the charge; nor for the quality or quantity of service furnished.

3. All charges of the third party must be paid by the shipper, and are in addition to all other charges in the tariff. Unless otherwise specified by the shipper, the carrier will advance the charges and such charges will be billed as an advanced charge as provided in the tariff.

4. Except as otherwise specifically provided in the tariff, or as amended, the services covered by the tariff do not include the handling, loading, or unloading of any single article weighing 1,000 pounds or more. The extra handling, loading or unloading in every instance must be provided by the shipper or if the carrier has additional personnel and equipment available, such extra services, upon request of the shipper may be provided by the carrier at charges as shown in the tariff. When necessary, such articles must be securely braced and blocked, and when such bracing or blocking require material not forming part of the regular equipment of the vehicle or extra labor, such material and labor must be furnished by the shipper.

(B) The carrier reserves the right to inspect these articles or appliances to determine whether they are in good working order before accepting them for shipment. Carrier assumes no liability whatsoever for the charges of third persons for the resynchronization of grandfather clocks including the pendulum or weights therefor which were disassembled at origin by carrier, or the returning or other adjustments of television sets, or like items, unless such services were made necessary due to carrier negligence.

### **Shipping Documents**

Each household goods carrier shall prepare and provide to each shipper the following:

(A) An inventory of all articles to be shipped in those instances in which shipment will be mixed with another shipment; whenever a shipment is bound for a storage facility; whenever the shipper releases the shipment to the carrier at a value not exceeding sixty cents (\$.60) per pound per article; or whenever the carrier has agreed to accept for shipment any articles of extraordinary value. In all other instances, the carrier shall offer to give the shipper an inventory of all articles to be shipped before taking possession of the goods. An inventory shall be prepared if requested by the shipper or his/her representative, or if desired by the carrier. The inventory shall be signed by the shipper or his/her representative and by the carrier or its agent. A copy of the completed inventory shall be dated and furnished to the shipper or his/her representative at the point of origin of the shipment.

(B) A bill of lading to accompany each shipment and available for inspection upon demand by any law enforcement officer or authorized inspector. 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. The bill of lading shall contain, at a minimum, the following information:

1. Name, address and daytime phone number of the carrier(s) transporting the shipment;
2. United States Department of Transportation (USDOT) number of the motor carrier(s) transporting the shipment and bill of lading number;
3. Shipper's name, address, phone number (if any) and point of origin if different from the shipper's address;
4. Consignee's name, address, phone number (if any) and point of destination if different from the consignee's address;
5. Shipper notification instructions including 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;
6. Actual pick-up day and the agreed delivery date or the agreed period of time within which delivery of the shipment is expected at destination;
7. Information concerning gross, tare and net weights (weight of the shipment) if the rates and charges require that the shipment shall be weighed;
8. Information concerning containers, packing and unpacking;
9. All special services being provided by the carrier at the request of shipper, consignor, consignee or owner of the shipment;
10. Information concerning additional services performed;
11. Valuation information;
12. The "declared value" charge for all articles of extraordinary value specifically listed on the bill of lading, which the carrier has accepted for shipment.
13. Information concerning estimate (if made);
14. When hourly transportation rates apply, the carrier's freight bill or invoice shall separately itemize the total time, time spent traveling from the carrier's terminal to the place of origin of the shipment, and the return travel time from the destination to the shipment to the carrier's terminal.
15. An itemized statement of all charges, payments including maximum amount required to be paid to relinquish possession of a C.O.D. shipment when actual charges exceed estimated charges, method of payment and balance due (if any);
16. Total amount required to be paid upon delivery of shipment; and
17. Signature of both shipper and carrier or his/her agent. The bill of lading shall not be invalid because of the absence of the shipper's signature, if the shipper fails to sign the bill of lading after the carrier has timely requested the shipper to sign; the carrier has offered the shipper an opportunity to note any requested corrections or additions on the document; and 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.

(C) 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 whenever: the shipper's property will be loaded on the same vehicle with any shipment belonging to another shipper or the carrier has agreed to accept for shipment of any articles of extraordinary value which shall be specifically described on the bill of lading.

(D) Name of transfer point(s) and name or initial of each carrier participating in the haul when transportation is performed jointly by two (2) or more carriers.

(E) Liability for Loss and Damage—The carrier shall be liable for physical loss of or damage to any article accepted for shipment and while in the possession of the carrier, up to the maximum valuation for loss or damage as expressly agreed upon by the carrier and the shipper. When distance commodity rates are charged, unless the shipper expressly releases the shipment to a value not exceeding 60 cents per pound per article, the carrier's maximum liability for loss and damage shall be either the lump sum value declared by the shipper or an amount equal to \$1.25 times the actual weight in pounds of the shipment, whichever is greater. For this liability, additional valuation charges as provided in the tariff will apply. If the shipper wishes to avoid these additional charges, he must agree that if any articles are lost or damaged, the carrier's liability will not exceed sixty (60) cents per pound for the actual weight of any lost or damaged article or articles in the shipment.

### **Storage In Transit**

(A) A shipment may be placed in storage-in-transit at a warehouse only once, and for a period not to exceed six months from the date of unloading at the warehouse. If a shipment remains in storage at the warehouse for any period longer than six months, then the storage shall not be considered storage-in-transit, and the warehouse shall be considered the final destination of the shipment.

(B) 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 the tariff.

(C) If the carrier transports a shipment for storage-in-transit to a warehouse that is not owned, controlled or affiliated with or by the carrier ("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, the shipper shall reimburse the carrier for its payment of third-party warehouse service.

(D) 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.

(E) 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.

(F) The carrier and warehouse must keep information for each shipment when the shipment is placed in storage and when it leaves the warehouse.

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.
7. An itemized inventory covering each article in the shipment when it leaves the warehouse.
8. Date when the shipment was moved from the warehouse.

(G) The carrier must notify each person of record in writing or electronically ten (10) days in advance of any shipment being converted to permanent storage and all rates and charges associated with such storage.

### **Valuation for Loss and Damage**

(A) Every motor carrier is liable for loss and damages sustained by such property while in the carrier's possession for transportation. The maximum amount of carrier liability for loss and damage of an article or shipment is dependent the valuation method selected. The carrier is required to offer the valuation options to all shippers as previously authorized by order of the commission or its predecessor.

(B) At least one valuation choice shall be offered by the carrier as the default valuation at no extra cost to the shipper and shown on each bill of lading.

(C) For all shipments where the transportation rates and charges are not based on weight, the carrier shall choose the standard valuation or released value (but not both) as the default valuation method to be provided to the shipper at no extra cost. If the weight of any lost or damaged articles at the time when the carrier accepted it for shipment is unknown, then the carrier shall determine, through inquiry of the shipper or inspection of the damaged articles, or otherwise, the fact necessary to determine the estimated weight in accordance with the Military/Industry Table of Weights and Depreciation Guide.

(D) For all shipments where the transportation rates and charges are based on weight, the default method of valuation offered to the shipper at no cost is \$.60 per pound per article. Other types of valuation the carrier is required to offer to all shippers is \$1.25 multiplies by the weight of the shipment; declared value or released value of the shipment; or full value protection.

(E) If the shipper chooses a valuation other than the default valuation, the bill of lading shall show the valuation method chosen and the associated cost to be paid by the shipper.

### **Valuation of Articles of Extraordinary Value**

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 shall not apply to that article and, the carrier's liability for any loss of or damage to the article of extraordinary value shall be determined in accordance with the provisions for valuation for loss and damage. **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:

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:
  - (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.

### **Verification of Articles Delivered**

Upon delivery of the shipment, the carrier shall allow the shipper to observe and verify the identity and condition of the articles being delivered. 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 a copy of all these notations.

### **Weighing Charge**

When the shipment is required to be weighed, the shipper or his representative may request, prior to the delivery date that the shipment be reweighed. The lower of the two net scale weights shall be used for determining applicable rates and charges. The reweigh charge WILL NOT apply, when (1) the reweigh net weight is more than 120 pounds below the initial net weight, or (2) the initial net weight exceeds by 25 percent or more the estimated net weight shown on the estimate of charges for transportation.

## **Section VII. Publishing Supplements to the Tariff**

(A) Any amendment, correction or change to the tariff is published as a supplement and shall require the reprinting only of the page(s) where the change occurs. The supplement will cancel and replace the old page(s) of the tariff.

(B) Any amendment, correction or change shall be shown in bold letters to symbolize the amendment, correction or change in the item within the supplement or tariff to be approved. The word "Revised" will be typed in bold letters in front of the item number being amended, corrected or changed.

(C) Every supplement page shall show at the upper right hand corner of the page the revised page number and the page number of the page being replaced. For example: "First Revised Page 1 Cancels Original Page 1" or "Second Revised Page 1 Cancels First Revised Page 1."

(D) If an additional page needs to be added between numbered pages, the additional page shall be given the same number as its preceding page plus an alpha letter. For example: "Original Page 6, Original Page 6-A, Original Page 6-B."

(E) All pages being amended, corrected or changed will be retained in front of the page being amended, corrected or modified in each copy posted in every office and available for inspection upon demand by any person or commission personnel.

(F) When changes are needed to a tariff that is four (4) pages or less or the modifications to the old tariff become too large in number, a new tariff may be published to cancel and replace the prior one instead of filing additional supplement page(s). All original pages of tariffs and supplements must be retained in the carrier's place of business for a minimum of two (2) years from the effective date of the tariff or supplement.

(G) If an item within the tariff is cancelled, the page is reprinted and the information within the item is left blank. The word "Cancelled" will be typed in bold letters in front of the item number being cancelled. Once an item number has been cancelled or expired, the item number shall not be used again in the same tariff. The "Cancelled" item number will remain in the tariff and shown in subsequent supplements.