

AGS Deliveries. LLC

CASE T-34058

LOCAL TARIFF OF RATES

APPLYING ON

HOUSEHOLD GOODS

BETWEEN

POINTS IN

NEW YORK STATE

(As described in Rule 1 herein)

ISSUED: May 13, 2010

EFFECTIVE: May 17, 2010

ISSUED BY

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GENERAL RULES

RULE 1 APPLICATION OF TARIFF

Transportation rates in this Tariff apply only on the following:

Household goods, as defined in Section 2, Subdivision (15) (a) of the Transportation Law:

Between all points in Columbia, Delaware, Dutchess, Greene, Orange, Sullivan and Ulster Counties on one hand, and on the other, all points in the State.

RULE 2 APPLICATION OF RATES

Except as otherwise provided, rates named in this Tariff include one pick-up (interior) and loading at point of origin and one delivery (interior) and unloading at point of destination.

On shipment picked up at or delivered to a warehouse, rates apply only for loading or unloading at door, platform or other points conveniently accessible to carrier's vehicle.

RULE 3 DECLARATION OF VALUE - LIABILITY LIMITATION

SHIPPERS ARE REQUIRED TO STATE SPECIFICALLY IN WRITING, THE AGREED ON, OR DECLARED, VALUE OF PROPERTY MOVED.

A. On shipments subject to HOURLY RATES published in this Tariff:

When a shipment moves under hourly rates and is released to value not exceeding 30 cents per pound per article, the base transportation rate will apply with no additional valuation charge. However, when the shipper declares a lump sum value for the entire shipment (which cannot be less than \$2,500), an additional valuation charge of 50 cents for each \$100, or fraction thereof, of the released or declared value will be assessed.

B. On shipments subject to WEIGHT-DISTANCE RATES published in this Tariff:

When a shipment moves under weight-distance rates and is released to a value not exceeding 60 cents per pound per article, the base transportation rates will apply with no additional valuation charge. However, when the shipper declares a lump sum value for the entire shipment (which cannot be less than \$1.25 times the actual or estimated weight of the shipment), an additional valuation charge of 50 cents for each \$100, or fraction thereof, of the released or declared value will be assessed.

C. On Storage in Transit shipments where a lump sum value is declared, the base storage rate will apply for the first 60 days and thereafter an added valuation charge of \$1.00 per \$1,000 of released or declared value for each storage period of 30 days, or fraction thereof, will apply.

RULE 4 VALUATION STATEMENTS & CHARGES

THE FOLLOWING PROVISIONS MUST BE SHOWN ON BILLS OF LADING:

A. VALUATION - HOURLY BASIS MOVES

Unless the shipper expressly releases the shipment to a value of 30 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 \$2,500, whichever is greater.

The shipment will move subject to the rules and conditions of the carrier's tariff. Shipper hereby releases the entire shipment to a value not exceeding
\$ _____ (to be completed by the person signing below)

Notice: The shipper signing this contract must insert in the above space, in his own handwriting, either his declaration of the actual value of the shipment, or the words "30 cents per pound per article". Otherwise the shipment will be released to a lump sum value of \$2,500.

(Shipper's Signature) _____ Date _____.

B. VALUATION - WEIGHT BASIS MOVES

Unless the shipper expressly releases the shipment to a value of 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 for each pound of weight in the shipment, whichever is greater.

The shipment will move subject to the rules and conditions of the carrier's tariff. Shipper hereby releases the entire shipment to a value not exceeding

\$ _____ (to be completed by the person signing below)

Notice: The shipper signing this contract must insert in the space above in his own handwriting either his declaration of the actual value of the shipment or the words 60 cents per pound per article. Otherwise the shipment will be deemed released to a maximum value equal to \$1.25 times the weight of the shipment in pounds.

(Shipper's Signature) _____ Date _____.

C. CHARGES FOR VALUATION

When the shipper declares a lump sum value for the entire shipment on hourly or weight distance moves, an additional valuation charge of \$.50 cents for each \$100.00 of declared value or fraction thereof will apply; i.e., \$2,500.00 declared value = \$12.50 valuation charge.

Notice: Rates or charges herein based on released value have been authorized by the Commissioner of Transportation, State of New York, in RELEASED RATES ORDER DOT-NY-NO. M-44 of November 13, 1973 subject to complaint or suspension.

RULE 5 SERVICING SPECIAL ARTICLES

Except as otherwise specifically provided in this tariff, or as amended, the services covered by this tariff do not include the handling, loading or unloading of any single article weighing 400 pounds or more. The extra handling, loading or unloading in every instance must be provided by the shipper, or, if the carrier has personnel and equipment available, such extra service upon request of the shipper may be provided by the carrier at charges shown in Section 1, Item 20.

When such services are performed by the carrier, the cost of material or extra labor to safely handle and transport such articles, not forming part of the regular equipment of the vehicle, will be at the expense of the shipper. See Section 1, Item 20.

RULE 6 COMPUTATION OF TIME (A) AND TRAVEL TIME (B)

A. **Hourly Moving Rates** - Rates named herein shall be computed from the time the van arrives at shipper's home or place of business and end when shipment has been delivered at destination. Charges shall be computed by multiplying the hourly rate by the time involved. Fractions of an hour will be disposed of as follows:

Where the time involved is fifteen minutes or less, the charge shall be for one-quarter of an hour. When in excess of fifteen minutes but not more than thirty minutes, the charge shall be for one-half hour. When in excess of thirty minutes but not more than forty-five minutes, the charge shall be for three-quarters of an hour. When in excess of forty-five minutes, the charge shall be for one hour.

B. **Travel Time** - In addition the time shown below shall be added to cover travel time once from mover's warehouse or terminal to point of origin and again from point of destination back to mover's terminal.

<u>Miles Over</u>		<u>Not Over</u>	<u>Travel Time</u>
0	-	5	0
5	-	10	¼ Hour
10	-	20	½ Hour
20	-	30	¾ Hour
30	-	40	1 Hour

• **For every additional 20 miles or portion thereof, an additional 30 minutes travel time will be charged.**

Travel time from destination back to warehouse or terminal as provided for herein will not apply on shipments destined to mover's warehouse for storage-in-transit or permanent storage.

If more than one vehicle is required or if the removal requires more than one day, travel time shall apply separately for all men and each vehicle for each day.

Travel time does not apply on shipments transported under weight distance transportation rates (Section 3).

RULE 7 INSPECTION OF ARTICLES

When the carrier or his agent deems it necessary to inspect the contents of a package, the carrier shall make or cause such inspection to be made, or require other sufficient evidence to determine the actual character of the property.

RULE 8 ARTICLES LIABLE TO CAUSE DAMAGE

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

RULE 9 PERISHABLE ARTICLES OR ARTICLES OF EXTRAORDINARY VALUE NOT ACCEPTED

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

RULE 10 DEFINITION OF A SHIPMENT

The term "shipment" as referred to in this tariff, means household goods "HHG" received from one shipper, at one point and at one time, for delivery to one consignee at one designation, and covered by one bill of lading. The bill of lading may, however, also specify the name of a person (other than consignee) to be notified upon arrival of shipment at destination.

Household Goods "HHG" of two or more families or establishments, located at different addresses, will not be accepted for transportation as a single shipment, but shall be handled from each address as a separate shipment under separate freight bills.

RULE 11 CLAIMS

- A. Any claim for loss, damage or overcharge shall be in writing and shall be accompanied by original paid bill for transportation and original bill of lading, if not previously surrendered to carrier. Carrier may require a certified or sworn statement of claim.
 - B. Carrier should be immediately notified of all claims for concealed damage and shall be given reasonable opportunity to inspect for alleged concealed damage in original package, and packing materials.
 - C. The carrier's liability shall not exceed the cost of repairing or replacing the property lost or damaged, with materials of like kind and quality, not exceeding the actual cash value of the property at time and place of loss, with due allowance for depreciation or deterioration howsoever caused, but in no event to exceed the released value declared by the shipper in accordance with Department of Transportation released rates order D.O.T. - NY No. M-44. (See Rules 3 & 4).
 - D. The carrier's liability with regard to sets or matched pieces shall be limited to repair or replacement of the lost or damaged piece or pieces only, and shall not extend to repair, replacement or recovering of the entire set, but in no event to exceed the released value declared by the shipper in accordance with Department of Transportation released rates order D.O.T. - N.Y. - No. 44. (See Rules 3 & 4).
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RULE 12 INCOMPLETE DELIVERY

When a shipment is tendered for delivery at destination address and it is physically impossible to complete delivery "directly from transporting vehicle" due to inaccessibility of the building, its structure or the nature of an article or articles included in the shipment, the carrier may store the shipment or any part thereof on the vehicle or place the shipment or any part thereof not reasonably possible to deliver, in storage at the nearest available warehouse of the carrier, or a commercial warehouse, to the order and expense of the shipper, owner, or consignee of the goods. When the shipment or any part thereof is stored in a commercial warehouse, liability of the carrier ceases upon delivery to the warehouse, and when stored in the carrier's warehouse or that of the carrier's agent, liability after the delivery to the warehouse shall be that of a warehouseman and not a common carrier. All accrued charges shall be due and payable upon delivery of the shipment or any part thereof to the warehouse. Later delivery to a final destination shall constitute a new shipment.

RULE 13 BREAKABLE ARTICLES

If notified by the carrier that articles are improperly packed, crated or boxed and by reason thereof the contents are most susceptible to damage, the shipper may arrange to have such articles properly packed by the carrier at the charges shown in Section I - Additional or Accessorial Charges- or the articles will not be transported by the carrier.

RULE 14 ACCEPTANCE OF SHIPMENT BY REPRESENTATIVE OF SHIPPER

Acceptance of shipment at destination by a representative of the shipper or consignee, such as a maid, building superintendent or employee of the shipper or consignee, shall be considered to constitute acceptance of the shipment by the shipper or consignee.

RULE 15 PARKING CHARGES, PARKING TICKETS

A. Charges for parking during the course of the loading or unloading of the carrier’s truck are authorized if no other means exists for the carrier to park without a fee. Such parking fees may be advanced by the carrier and charged to the shipper/consignee. Disclosure of parking fees must be made on the Probable Cost of Service and Order for Service.

B. Parking ticket charges **are not** authorized to be charged to the shipper or consignee.

RULE 16 TOLL OR FERRY CHARGES

A. When shipper requests routing of a shipment involving use of a toll bridge, toll road, ferry or tunnel, or when no other practical route is available for carrier’s use, carrier may advance the necessary toll or ferry charges and shall charge the shipper for the amount advanced.

B. If such routing is made on request of the shipper, the following clause shall be placed on the face of the bill of lading:

“SHIPPER REQUESTS ROUTING VIA (Place applicable routing here) AND UNDERTAKES TO REIMBURSE CARRIER FOR ALL NECESSARY TOLL OR FERRY CHARGES ADVANCED BY CARRIER.”

(Shipper’s Signature)

C. In the absence of specific routing by the shipper, the carrier shall use the most direct route from point of origin to point of destination except that when two routes are available of approximately equal distance, the carrier shall use the route which shall provide the lowest total charge to the shipper.

RULE 17 LEGAL HOLIDAYS

List of Legal Holidays - for rates see Item 200

- Christmas Day
- Thanksgiving Day
- New Year's Day
- Independence Day (July 4)
- Memorial Day
- Labor Day

RULE 18 INSURANCE

If requested by the shipper, the carrier shall procure an insurance policy covering the loss or damage to a shipment or articles in a shipment, of household goods. Provided, however, that the shipper is issued a policy or other appropriate evidence of insurance purchased and a copy thereof is furnished to the shipper prior to the time of the shipment. Such policy or evidence of insurance shall include (1) the stated value of the shipment, (2) the cost of the insurance, (3) if and what dollar deductible applies, (4) name, address and telephone number of the insurance company, (5) the type of insurance, i.e., full replacement value, depreciated or whatever.

The cost of such insurance may be advanced by the carrier and billed to the shipper.

RULE 19 DETERMINATION OF MILEAGE

Mileage shall be the distance from point of origin to point of destination via the shortest available regularly traveled highway route and shall be compiled from distances shown in standard New York State road maps.

From or to points where no mileage is shown, apply mileage from or to the next more distant point where mileage is shown.

From or to points where mileage cannot be obtained as provided above, apply mileage scale for such portion of route where mileage cannot otherwise be obtained.

Where consignor or consignee, for any reason, requests carrier to travel via a longer route than would otherwise be used, the mileage via such longer route will apply. Consignor or consignee shall endorse such request in writing on shipping documents.

RULE 20 PAYMENT OF CHARGES - RELEASE OF SHIPMENT

The carrier will deliver and relinquish possession of property transported by it when the maximum amount required to be paid, as shown on the Order for Service, for a shipment has been paid in cash, money order or certified check, except where other satisfactory arrangements have been made between the carrier and the shipper, in accordance with rules and regulations prescribed by the Department of Transportation. Additional tariff charges due, as shown on the Bill of Lading for the move, must be submitted to the carrier within 15 days of receipt of the Bill of Lading.

RULE 21 DEPOSITS/ REFUNDS

I wish to employ the deposit/refund rule.

I do not wish to employ the deposit/refund rule at this time.

A deposit of \$ or % of the estimate (not to exceed 25% of the estimate) is required by the carrier to reserve a specific moving date. The deposit will be applied to reduce the final moving charges.

At the time the deposit is given to the carrier, the carrier must give to the shipper a copy of RULE 19 stating the amount of the deposit. The carrier must also provide the shipper with a shipper and carrier signed Order For Service if a tariff rated move or, if a Written Binding Estimate(WBE), a copy of the WBE contract stating the amount of the deposit.

The deposit will be refunded if the shipper cancels the move with more than 24 hours notice of the scheduled move.

RULE 22 ACCEPTANCE OF CREDIT CARDS - Check the appropriate box.

Credit cards will be accepted by the carrier for payment of moving charges. Payment by credit card shall be considered the same as payment by cash, certified check or money order. (Credit card surcharges cannot be charged to shipper.)

Credit cards **will not** be accepted by the carrier for payment of moving charges.

RULE 23 WRITTEN BINDING ESTIMATES - Check the appropriate box.

I wish to offer Written Binding Estimates as an alternative to my hourly and/or weight/distance rates and charges. See Section 4 Tariff Guidelines for Written Binding Estimates.

I **do not** wish to offer Written Binding Estimates as an alternative to my hourly and/or weight/distance rates and charges.

RULE 24 WEIGHT DISTANCE RATES - Check the appropriate box.

I wish to provide Weight Distance Rates, they begin at _____ miles. See Section 3.

I **do not** wish to provide Weight Distance Rates. Section 3 Not Applicable.

**RULE 25 PACKING SUPPLIES AND/OR EQUIPMENT TO PROTECT
HOUSEHOLD GOODS**

The Department's policy is that a carrier's transportation rates cover the expenses to protect goods during a move.

Charges for paper padding, cloth padding, bubble wrap, tape, and other similar items are not allowed unless specifically requested by the shipper and the shipper authorizes this in writing on the Bill of Lading. The shipper must specifically and separately sign for the additional supplies and/or equipment used. If the request is made by the shipper prior to the actual move, the supplies and/or equipment requested and the shipper signature, must appear on the written estimate (if provided), and the order for service, in the same manner as prescribed for the bill of lading.

Carrier is responsible for the proper packing and protection in transit, of all household goods tendered to them. Refusal by a shipper to pay for additional materials over and above the transportation and packing charges does not relieve the carrier of its responsibility, nor limit its liability, for any damages incurred.

Charges for packing supplies and/or equipment to protect household goods will be provided in accordance with **Section 1, Item 16**, Additional or Accessorial Charges of this tariff on a non-preferential basis to all shippers.

NOTE: On December 7, 1994, in Case 30181, the Commissioner of Transportation, State of New York, established policy concerning tariff charges on packing supplies and/or supplies or equipment used to protect residential household goods.

PARTICLE BOARD/ ENGINEERED WOOD

RULE 26 PARTICLE BOARD AND/OR ENGINEERED WOOD FURNITURE, COMMONLY KNOWN AS PRESS BOARD

Furniture manufactured from press board is designed to be shipped unassembled. It is not built to withstand the normal stresses of a move as an assembled unit. Chips and/or dents are not usually repairable. Surface impressions can be made on this type of furniture when writing on a single sheet of paper. Assembly instructions frequently suggest that connecting hardware pieces be glued in place. This does not significantly improve the structural integrity of the pieces, but does make disassembly impossible without creating substantial, un-repairable damage. Because of these problems, the shipper must select one of the following options: Option 1, 2 or 3 or the carrier will not transport press board furniture.

NOTE: The shipper's selection of one of these options must be attached to all copies of the Order for Service or Written Binding Estimate contract, including the copy given to the shipper.

Option 1 I choose to disassemble all press board furniture prior to move. I assume all responsibility for damage to the press board furniture which may occur during the disassembly of the furniture.

Option 2 I have engaged the services of another individual or company to disassemble all press board furniture prior to move. I assume all responsibility for damage which may occur to the press board furniture during the disassembly of the unit.

Option 3 I am tendering furniture constructed of press board fully assembled as part of our move. I understand that any claim for damage to the press board furniture may be denied due to inherent vice, based upon the fact that fully assembled press board furniture is inherently susceptible to damage as outlined above.

Shipper, owner or consignee must select Option 1, 2, or 3 by checking option above.

SHIPPER, OWNER OR CONSIGNEE SIGNATURE _____

DATE: _____.

CARRIER: *Attach a shipper signed and dated copy to your shipping documents. Retain for your records.*

SECTION I - ADDITIONAL OR ACCESSORIAL CHARGES

APPLICATION

Except as otherwise specifically provided, rates or charges named in this Section apply to all points and areas, and are in addition to transportation rates and all other lawful charges named in this tariff, as amended. Rates named are in dollars and cents.

ITEM NO. 10 SALE OF CONTAINERS

CONTAINER	SIZE	CONTAINER CHARGE	CONTAINER CHARGE
		(See Note 1)	(See Note 2)
BOOK BOX	17"x12.5"x12.5"	\$ 4.00	\$ 4.50
LINEN BOX (Small)	18"x16"x18"	\$ 5.00	\$ 5.50
LINEN BOX (Large)	24"x18"x18"	\$ 6.00	\$ 6.50
CHINA BOX	18"x18"x28"	\$7.00	\$ 9.00
PICTURE BOX (Small)	36"x3"x36"	\$7.00	\$9.00
PICTURE BOX (Large)	40"x3"x36"	\$8.00	\$10.00
BOX #3222	36"x3"x30"	\$6.00	\$6.50
WARDROBE BOX	23"x24"x47"	\$15.00	\$16.00
MATTRESS COVER	Twin	\$5.00	\$6.00
MATTRESS COVER	Full	\$6.00	\$7.00
MATTRESS COVER	Queen	\$7.00	\$8.00
MATTRESS COVER	King	\$8.00	\$9.00

NOTE 1 - Container Charge includes ONLY the container and applies when NO PACKING SERVICES ARE PROVIDED BY CARRIER.

NOTE 2 - Container charge includes the container *and* packing materials and applies when PACKING SERVICES ARE PROVIDED BY CARRIER.

NOTE 3 - Packing and unpacking services will be provided by the carrier at the hourly rate per man-hour shown in ITEM 200.

ITEM 15 DESCRIPTION OF SERVICE

PER RATE

LOAN OF CONTAINERS, without performance of
of packing or unpacking, services:

WARDROBE CARTONS

Not less than 10 cu. ft.

Each

\$10.00

NOTE: Subject to the availability of
barrels, new or used barrels will
be provided at the shipper's option.

ITEM 16

**SALE OF PACKING SUPPLIES AND/OR SUPPLIES OF EQUIPMENT USED
TO PROTECT HOUSEHOLD GOODS**

The sale of packing supplies is separate from the transportation rates published in this tariff and
must be specifically requested in writing by the shipper **in accordance with Rule 25.**

Below is a list of charges for offered packing supplies/and or equipment authorized in this tariff.

SUPPLY DESCRIPTION (including size, length, etc.)

PER CHARGE

SUPPLY DESCRIPTION (including size, length, etc.)	PER	CHARGE

ITEM 20 SERVICING SPECIAL ARTICLES (ie. Pianos, safes, etc.):

Supply of special equipment/materials including covers, supports, pads, dollies, tools and/or boards, ramps or bracing required to safely handle special articles will be **in accordance with Rule 5**.

These charges not applicable when hoisting and lowering services are performed by an outside company.

<u>Item</u>	<u>Cost</u>
Piano	\$75.00

SECTION 2

HOURLY CHARGES

APPLICATION: Rates or charges named are in dollars and cents and are in addition to all other lawful charges named in this tariff.

Overtime rates stated for each additional man-hour will apply during the time periods stated.

ITEM 200 **HOURLY TRANSPORTATION RATES**

Rates do not include Additional or Accessorial Services; Rates apply on Residential Shipments.

Rates and charges shown below apply on the transportation of household goods between all points shown in Rule 1 (application of Tariff)

All shipments

Van Charge

\$40.00

Chauffeur

Additional Man

Monday through Saturday between
8:00 A.M. and 5:00 P.M. except
Sunday or legal
holidays (Rule 15)

\$30.00

\$25.00

Monday through Saturday before
8:00 A.M. or after 5:00 P.M.,
and all day Saturday, Sunday
or legal holidays (Rule 15)

\$30.00

\$25.00

LABOR CHARGES

The applicable regular time rate per additional man-hour shown herein will apply for additional or accessorial services which are not otherwise stated in this tariff.

For Valuation Charges on Hourly Moves See Rule 4.

SECTION 3

ITEM 300 - WEIGHT DISTANCE TRANSPORTATION RATES

Not Applicable

SECTION 4

BINDING ESTIMATES

N O T I C E

TARIFF GUIDELINES FOR WRITTEN BINDING ESTIMATES BY HOUSEHOLD GOODS CARRIERS

On December 17, 1987 in Case 30181, the Department established policy and procedures for household goods carriers to offer shippers a written binding estimate in lieu of the carrier's published tariff rate on residential moves.

The policy is that carriers who elect to provide written binding estimates must have the guidelines for written binding estimates included in their tariff. Written binding estimates may be offered to all shippers on a non-preferential basis as an alternative to a carrier's published tariff rates and charges and must be provided in accordance with the following guidelines:

1. Binding estimates shall be in writing, signed, and dated by both the carrier and shipper.
2. The written binding estimate shall be based on a physical inspection of the items to be moved.
3. The written binding estimate form shall contain at least, the following information:
 - a. The mover's name, NYSDOT T#, address and telephone number.
 - b. The shipper's name, address and telephone number at origin and destination and the physical conditions of the origin and destination facilities pertaining to elevators, stair carries, long haul carry, etc.
 - c. The duration of the estimate (a minimum of 30 days is required).
 - d. A list of all services specifically to be performed and covered by the binding estimate.
 - e. A detailed tally sheet including the cubic feet of all items to be moved and covered by the binding estimate.
 - f. The value of the shipment agreed to in writing by the shipper and carrier.
 - g. A statement to the effect that the shipper accepts valuation at \$5000.00 or that insurance is ordered, (See Options 1 and 2 on WBE contract). The cost of the \$5000.00 valuation must be shown. If shipper rejects the \$5000.00 valuation and elects to increase or decrease the amount of valuation declared, shipper must indicate the amount of valuation declared in their own handwriting. The cost per \$100.00 of declared valuation must be shown. (See Option 2). If shipper orders insurance in lieu of valuation, the binding estimate must state the amount of insurance coverage, type of insurance coverage, (i.e., full replacement, depreciated value, or other), and whether or not any deductible clause applies. (See Option 2). Carriers not complying with this provision will be liable for the full replacement value of the individual items in a shipment. If shipper rejects the valuation or insurance provisions the shipment will be accepted at \$.60 (cents) per pound for each article in the shipment that is either lost or damaged. (See Option 3).

- h. The total estimate in dollars and cents for all transportation charges and services as agreed to in writing by the carrier and shipper.
- i. An hourly rate to be assessed at origin or destination for any additional labor services that are not named on the estimate and subsequently requested by the shipper.
- j. The written binding estimate will not cover delays caused by any impediments to the move which are not caused by the mover.
- k. Variances from the estimate will be resolved by rules published in the tariff.

Variances from Estimate

- a. If at the time of the move the actual quantity of goods to be moved (based on the tally sheet) is within a range of ten percent for household goods as defined in Paragraph (a) of subdivision Fifteen of Section Two of the Transportation Law, of the quantity shown on the estimate (plus or minus), the goods will be transported at the agreed upon dollar amount of the estimate.
- b. If at the time of the move the actual quantity (in cubic feet or constructive weight) of the goods to be moved varies by more than ten percent, for household goods as defined in Paragraph (a) of subdivision Fifteen of Section Two of the Transportation Law, of the quantity shown on the estimate, the binding estimate may be adjusted accordingly, the carrier may submit an entirely new written binding estimate, or carrier may choose to move shipment at full tariff rates.
- c. If at the time of the move the shipper requests additional labor services from the carrier that are not listed on the original binding estimate, an adjustment may be made by the carrier to the binding estimate to reflect the hourly labor rate for additional services as specified in the estimate (see 3i).
- d. If at the time of the move the shipper requests additional accessorial services that are not labor related and that are not listed on the original binding estimate, an adjustment may be made by the carrier to the binding estimate to reflect the carrier's published tariff rate in effect at the time of the move for such accessorial service.

Liability for Loss and Damage

The carrier's liability when performing a transportation movement under a written binding estimate must be explicitly stated on the written binding estimate. The carrier may accept shipments for transportation under one of the following three options:

Option One - Every shipment will automatically be accepted at a value of \$5,000.00. Shipper must indicate acceptance or rejection of the \$5,000.00 by signing or initialing the written binding estimate.

Option Two - Shipper may indicate in his/her handwriting on the written binding estimate a value above or below the \$5,000.00 figure specified in Option One above. Shipper must sign or initial the valuation figure. Shippers ordering insurance (See **) in lieu of valuation must state the amount of coverage ordered in their own handwriting and sign or initial amount.

Option Three - If the shipper rejects the \$5,000.00 valuation, shipment will be accepted at a value of 60 cents, per pound, for each article in the shipment that is either lost or damaged.

In the case of Options One and Two, above, the following provisions apply:

- a. Charges for the valuation, if any, must be specified on the written binding estimate.
- b. Shipper must indicate the value of the entire shipment.
- c. If the actual value of the entire shipment exceeds that specified as the value in Options One and Two above, ** if insurance selected, the shipper must be advised that coinsurance applies.
- d. The carrier shall procure an insurance policy covering the loss to the shipper prior to the time of the shipment. Failure to issue a policy or other evidence of insurance will subject a carrier to full liability to any loss or damage to articles caused by the carrier.

Disputes as to Charges - Whenever a dispute arises over variances between the actual quantity of goods moved or the actual services performed and the written binding estimate given by a carrier, such carrier must relinquish possession of the entire shipment upon payment of the amount of the written binding estimate plus 10 percent thereof, and the carrier shall defer payment of any remainder for a period of at least 15 days following delivery, excluding Saturdays, Sundays, and Holidays.

SECTION 5

Item 500 OVERNIGHT STORAGE ON CARRIER'S VEHICLE

There shall be a charge of \$ 75.00 per day if the shipper requires overnight storage on carrier's vehicle.

Item 510 STORAGE IN TRANSIT

Not Applicable

Item 525 WAREHOUSE HANDLING

Not Applicable