

PUCO 2

AMERICAN SHIPPING AND PACKING, INC.

81974-I

PARTICIPATING CARRIERS' TARIFF

**MOTOR TRANSPORTATION TARIFF NAMING RATES FOR
HOUSEHOLD GOODS BETWEEN POINTS IN OHIO**

Issued in compliance with Chapter 4901:2-19, O.A.C., as adopted by
The Public Utilities Commission of Ohio, dated April 1, 1999.

ISSUED FEBRUARY 9, 2001

REVISED JANUARY 10 , 2008

ISSUED BY
AMERICAN SHIPPING AND PACKING, INC.
M. DON CARTHORN
PRESIDENT
1700 WEST MARKEY STREET # 153
AKRON, OHIO 44313

TABLE OF CONTENTS

SUBJECT	PAGE	ITEM
ADDENDUM TO SERVICES	9	45
BILL OF LADING OR RECEIPT	11	70
CARTON, PACKING AND UNPACKING	12	48
CLAIMS FILING AND RESOLUTION	15-16	120
COMPUTING CHARGES	8	40
ESTIMATES	3-7	30
GOVERNING PROVISIONS	2	20
LONG DISTANCE RATE SCHEDULE	19	160
LIABILITY OF CARRIER AND REIMBURSEMENT FOR LOST OR DAMAGED GOODS	12-14	100
MEDIATION OF DISPUTES	17-18	140
RULES APPLICABLE TO LONG DISTANCE RATES	9-10	50
VALUATION CHARGES	10	60

ISSUED FEBRUARY 9, 2001

REVISED JANUARY 10, 2008

ISSUED BY AMERICAN SHIPPING AND PACKING, INC. M. DON CARTHORN
PRESIDENT 1700 WEST MARKEY STREET # 153 AKRON, OHIO 44313

ITEM 10

PARTICIPATING CARRIER

This Tariff is filed with the PUCO by AMERICAN SHIPPING AND PACKING, INC.

ITEM 20

GOVERNING PROVISIONS

- (A) This section will describe the rules by which AMERICAN SHIPPING AND PACKING, INC. shall operate for the purpose of transporting, within the State of Ohio, Household Goods as defined by the PUCO in Chapter 4901:2-19-01, O.A.C., Paragraph (A).
- (B) Rates contained in this tariff are hourly rates, often referred to as LONG DISTANCE INTRASTATE MOVING RATES.
- (C) LONG DISTANCE MOVING RATES shall apply on all shipments transported any distance greater than one hundred (100) miles from the home terminal of AMERICAN SHIPPING AND PACKING, INC.
- (D) Shipment with a destination greater than one hundred (100) miles from the home terminal of AMERICAN SHIPPING AND PACKING, INC. shall receive a binding estimate for charges.

ISSUED FEBRUARY 9, 2001

REVISED JANUARY 10 , 2008

ISSUED BY AMERICAN SHIPPING AND PACKING, INC. M. DON CARTHORN
PRESIDENT 1700 WEST MARKEY STREET # 153 AKRON, OHIO 44313

ITEM 30

ESTIMATES

- (A) Except as provided in paragraphs (K) and (L) of this item, carriers engaged in the transportation of household goods must provide written estimates of the cost of such moves. All estimates, addenda to estimates and modifications or charges to estimate and modifications or changes to estimates shall be clearly describe the shipment, all services to be provided and all charges to be assessed for the shipment and associated services. Estimates may be offered on a non-binding, binding or guaranteed-not-to-exceed basis, and a written and the written estimate shall clearly specify weather it is made on a non-binding, binding or guaranteed-not-to-exceed basis in the manner set forth in this item.
- (B) A consumer shall accept the estimate by signing on the signature line provided for in example noted in this tariff. The carrier shall retain at least one copy of the estimate, signed by both parties, to the consumer. Following acceptance of the estimate by the consumer, both the carrier and the consumer shall be contractually bound by the estimate. The carrier may require the consumer to provide a deposit upon acceptance of the estimate by the consumer.
- (C) A carrier engaged in transporting household goods may provide a non-binding estimate of the approximate costs of transporting such goods. Non-binding estimates shall be provided only after a visual inspection of the goods by the estimator. The carrier may charge a reasonable fee for performing the visual inspection, provided that fee is disclosed to the consumer prior to the visual inspection and the amount of that fee shall be credited to the shipment's rates and charges if the carriers accepts the carrier's estimate. All non-binding estimates shall be reasonably accurate and in accord with the carriers tariff. The final charges on shipments moved after a non-binding estimate shall be determined by the carrier's tariff applicable to such transportation.

ISSUED FEBRUARY 9, 2001

REVISED JANUARY 10 , 2008

ISSUED BY AMERICAN SHIPPING AND PACKING, INC. M. DON CARTHORN
PRESIDENT 1700 WEST MARKEY STREET # 153 AKRON, OHIO 44313

ITEM 30-Continued

ESTIMATES

- (1.) A non-binding estimate shall clearly indicate on it's face, in boldface type or a contrasting color, the following statement: "THIS ESTIMATE IS A NON-BINDING ESTIMATE. IF THE ESTIMATE IS ACCEPTED, THE COST MAY EXCEED, OR BE LESS THAN, THE AMOUNT CONTAINED IN THIS ESTIMATE."
 - (2.) A non-binding estimate must contain the rates, charges, and provisions of the carriers tariff, which are applicable to the shipment for which the estimate is made. All rates and charges shall be clearly and explicitly stated per the U.S. dollars and cents. Rates may be stated in any measurable unit verifiable by the consumer.
 - (3.) A consumer may waive its right to a visual inspection by personally signing a waiver on the estimate. Such waiver must include the following statement: "I HEREBY WAIVE MY RIGHT TO A VISUAL INSPECTION BY THE CARRIER FOR THIS NON-BINDING ESTIMATE. I ACKNOWLEDGE THAT THE CARRIER DID NOT INSPECT MY HOUSEHOLD GOODS PRIOR TO THE TIME THE ESTIMATE WAS PREPARED, AND I UNDERSTAND THAT I MAY BE LIABLE FOR ADDITIONAL CHARGES FOR ANY ADDITIONAL GOODS OR SERVICES NOT SPECIFIED IN THE NON-BINDING ESTIMATE."
- (D) A carrier engaged in transporting household goods may provide a binding estimate of the costs of transporting such goods, which the consumer will be required to pay for services included in the estimate. A binding estimate shall clearly state on its face, in boldface type, that the estimate is binding on the carrier for the household goods and services identified on the estimate and that the charges shown are the charges that will be assessed for the services identified on the estimate.

Continued on next page.

ISSUED FEBRUARY 9, 2001

REVISED JANUARY 10 , 2008

ISSUED BY AMERICAN SHIPPING AND PACKING, INC. M. DON CARTHORN
PRESIDENT 1700 WEST MARKEY STREET # 153 AKRON, OHIO 44313

ITEM 30-Continued

ESTIMATES

- (E) This carrier shall not offer guaranteed-not-exceed estimates.
- (F) All estimates shall contain the following, in writing:
- (1) The name, address and certificate number of the carrier which is to perform the transportation service and the name signature of the person preparing the estimate and the date on which the estimate is made for non-binding estimates only, the following statement must be indicated above the signature line of the person preparing the estimate: "THIS IS AN ESTIMATE ONLY ACTUAL CHARGES WILL BE BASED UPON SERVICES PROVIDED".
 - (2) The name and address of the consumer.
 - (3) The origin and the destination of the proposed shipment: if the estimate is made based upon the miles between the origin and destination, the mileage must be listed.
 - (4) The estimated total weight of the shipment if the carrier's rate is based on the weight of the shipment.
 - (5) A statement of the specific method of payment that the carrier will accept on delivery.
 - (6) All costs related to storage time.
 - (7) The planned pickup and delivery dates for the shipment, in the event that the pickup and delivery dates have not been determined by the consumer, the estimate must indicate "TELEPHONE NOTIFICATION" in the space provided for the pickup and delivery date.

Continued on next page.

ISSUED FEBRUARY 9, 2001

REVISED JANUARY 10 , 2008

ISSUED BY AMERICAN SHIPPING AND PACKING, INC. M. DON CARTHORN
PRESIDENT 1700 WEST MARKEY STREET # 153 AKRON, OHIO 44313

ITEM 30-Continued

ESTIMATES

- (8) A signature line for the consumer to sign to accept the estimate. The following statement must be entered in boldface type above the signature line: "I ACCEPT THE ABOVE ESTIMATE BY _____ (carrier). I UNDERSTAND THAT BY ACCEPTING THIS ESTIMATE, I AM ENTERING INTO A CONTRACT WITH _____ (carrier) TO PERFORM THE WORK DESCRIBED IN THE ESTIMATE." The signature line must include the date on which the estimate was accepted.
- (9) The total estimated cost for the shipment.
- (G) The commission shall prescribe an estimate form which meets the minimum requirements of this item.
- (H) At the time a carrier provides an estimate to a consumer, the carrier shall give to the consumer a copy of the "CONSUMER RIGHTS AND RESPONSIBILITIES" brochure prescribed by the Commission.
- (I) No provision contained in this tariff filed by the carrier or on the bill of lading accompanying a shipment of household goods shall be considered binding upon the consumer unless it is also disclosed to the consumer in the estimate for such shipment.
- (J) If at the time the shipment is picked up or delivered, a consumer tenders additional household goods or requests services which are not identified in the original estimate, the carrier may, prior to loading or unloading the additional household goods or providing the additional services, reaffirm the original estimate or provide to the consumer an addendum estimating the charges for the additional household goods or services. Any such addendum to the estimate must conform to all the provisions of this item. If the carrier loads or unloads the additional household goods or provides the additional services without providing an addendum to the consumer and obtaining the signature of the consumer or its representative, the carrier will be presumed to have affirmed the original estimate.

Continued on next page.

ISSUED FEBRUARY 9, 2001

REVISED JANUARY 10, 2008

ISSUED BY AMERICAN SHIPPING AND PACKING, INC. M. DON CARTHORN
PRESIDENT 1700 WEST MARKEY STREET # 153 AKRON, OHIO 44313

ITEM 30-Continued

ESTIMATES

- (J-Continued) In the event that the consumer or its representative are not available to sign the addendum, the carrier must advise the consumer or its representative by telephone of the terms of the addendum and enter "TELEPHONE AUTHORIZATION RECEIVED" in the space for the consumers signature.
- (K) A carrier may provide a non-binding oral estimate in lieu of a written estimate when the consumer request an estimate five days or less prior to the scheduled move. In the event that the carrier provides an oral estimate pursuant to this paragraph, the carrier must prepare a bill of lading containing all material terms and conditions pertaining the shipment including the total estimated charges for the move.
- (L) A carrier may provide a binding, non-binding or guaranteed-not-to-exceed oral estimate in lieu of a written estimate when the total charges for the oral estimate equals five hundred or less. In the event that the carrier provides an oral estimate pursuant to this paragraph, the carrier must prepare a bill of lading containing all material terms and conditions pertaining the shipment.
- (M) Carrier may require payment in Certified Funds in connection with any moving or shipment covered by this tariff.

ISSUED FEBRUARY 9, 2001

REVISED JANUARY 10 , 2008

ISSUED BY AMERICAN SHIPPING AND PACKING, INC. M. DON CARTHORN
PRESIDENT 1700 WEST MARKEY STREET # 153 AKRON, OHIO 44313

ITEM 40	COMPUTING CHARGES
---------	-------------------

- (A) Rates apply in dollars and cents , charges shall be commuted a combination of mileage and weight.

- (B) When a shipment is transported a distance in excess of one hundred (100) miles from carrier home terminal, charges shall be computed as follows.
 - (1.) A binding estimate shall be provided to shipper based estimated weight and distance traveled as governed by Map Quest, Google Maps Mileage Guide.
 - (2.) Additional services for cartons, packing, unpacking, storage, fuel surcharge, warehouse handling, distance carries, steps, delays, waiting time, appliance servicing, services charges, insurance and labor charges shall be included in said binding estimate or added to said estimate in the form of an addendum presented to and signed by shipper when services are provided.

All below pricing based on per one hundred pound calculations:

Warehouse handling _____lbs; @ \$1.25 CTS per 100 lbs. (one time charge)	
Storage (1,000 lb. min.) 1st day - rate per cwt.	\$ 3.00
Storage each additional day rate per lbs.	\$.50
Elevator	\$ 3.50
Steps or Flight Carry per flight _____ excessive distance	\$ 1.50
Auto Transportation handling	\$595.00
Extra pickup or delivery per stop	\$175.00
Special servicing of appliances per appliance per service	\$ 25.00
Hoisting, lowering, heavy articles rate per hour	\$ 95.00
Piano or Organ carrying/handling	\$175.00
Labor _____ man/men for _____ hr(s); @ (per man per hour)	\$ 65.00
Grand Father Clock \$85.00 Flat Panel or Big Screen TV	\$195.00
Hot Tub	\$350.00

ISSUED FEBRUARY 9, 2001

REVISED JANUARY 10 , 2008

ISSUED BY AMERICAN SHIPPING AND PACKING, INC. M. DON CARTHORN
 PRESIDENT 1700 WEST MARKEY STREET # 153 AKRON, OHIO 44313

ITEM 45

ADDENDUM TO SERVICES

**ADDENDUM TO MOVING CONTRACT
ADDITIONAL SERVICES**

4901:2-19-08 (J) If, at the time the shipment is picked up or delivered, a consumer tenders **additional household goods or requests services which were not identified in the original estimate**, the carrier may, prior to loading or unloading the additional household goods or providing the additional services, reaffirm the original estimate or **provide to the consumer an addendum estimating the charges for the additional household goods or services**. Any such addendum to the estimate must conform to all of the provisions of this rule. If the carrier loads or unloads the additional household goods or provides the additional services without providing an addendum to the consumer and obtaining the signature of the consumer or its representative, the carrier will be presumed to have affirmed the original estimate. In the event that the consumer or its representative are not available to sign the addendum, the carrier must advise the consumer or its representative by telephone of the terms of the addendum and enter **“telephone authorization received”** in the space for the consumer’s signature. R.C. 119.032 date: 5/31/01 **All additional funds due shall be collected before driver unloads in certified funds.**

ADDITIONAL WEIGHT

Exact shipping charges for loading, transporting, and unloading are based upon the weight of the goods transported, and such charges may not be determined prior to the time the goods are loaded on the van and weighed. If after weighing the moving van additional weight above the Estimate is discovered, an additional charge will be added to original estimate cost for services. The following formula will be used. Total actual weight, less estimated weight, will yield additional weight. Said total will added to total amount due. **The additional weight will be multiplied by the shipping rate of \$ _____ per pound. The additional charge shall be \$ _____.**

ADDITIONAL EQUIPMENT

If additional equipment is required to load and transport additional weight as sited above an additional cost for additional equipment shall be charged to the customer, and added to the total amount due. If Shipper refuses to pay for additional equipment Mover is released of its obligation to haul additional weight. **The additional charge shall be \$ _____.**

Continued on next page.

ISSUED FEBRUARY 9, 2001

REVISED JANUARY 10 , 2008

ISSUED BY AMERICAN SHIPPING AND PACKING, INC. M. DON CARTHORN
PRESIDENT 1700 WEST MARKEY STREET # 153 AKRON, OHIO 44313

ITEM 45

ADDENDUM TO SERVICES

CHANGE OF SERVICE DATES

This section shall address the change in service dates as agreed upon by the Shipper and the Mover. The original services dates of Loading _____ and Delivery _____ shall be changed to Loading _____ and Delivery _____, effective the date of this addendum. No penalty or cost shall be imposed on Shipper or Mover as a result of these changes in service dates.

ORIGIN OR DESTINATION ACCESS (STEPS, ELEVATOR, LONG CARRY)

In the event that origin or destination are found to have conditions not cover in the Estimated Cost of Services, or Estimate provided Shipper, or not made known to Mover at time of booking an additional charge will be added to total amount due. The following formula shall be used.

Steps (5 or more) or Flight Carry (5 to 12 steps or separated by a landing outside the Shipper residence door) per flight shall be charged at \$.30 per pound per flight on the total weight of the shipment. When loading or delivery includes the use of an elevator the additional charges shall be charged at \$.35 per pound on the total weight of the shipment. If access is restricted and the loading or unloading from the rear of the van to the inside door of the residence is in excess of (50 feet), **than an excessive distance charge shall apply charged at \$.40 per pound per every (75 feet after the first 50 feet) on the total weight of the shipment. The additional charge shall be \$ _____.**

SHUTTLE & HOISTING SERVICE CHARGE

If conditions for loading or unloading are not accessible for a 48' moving van, and it becomes necessary to use a smaller truck to load or unload said shipment, then the Mover may charge a "Shuttle Service Fee," in addition to the Estimate Cost provided to Shipper. The calculation for this service shall be **charged at \$3.75 per pound on the total weight of the shipment.** If articles to be loaded or unloaded into or out of said residences by the Mover require "Hoisting Services," then a flat rate charge per items or/and an hourly charge shall be added to the total amount due. **The flat rate charge per article shall be \$175.00 per items (2 Men). If additional labor is needed the flat shall apply and an additional hourly rate of \$55.00 per hours per additional laborer. The additional charge shall be \$ _____.**

Continued on next page.

ISSUED FEBRUARY 9, 2001

REVISED JANUARY 10, 2008

ISSUED BY AMERICAN SHIPPING AND PACKING, INC. M. DON CARTHORN
PRESIDENT 1700 WEST MARKEY STREET # 153 AKRON, OHIO 44313

ITEM 45

ADDENDUM TO SERVICES

REDELIVERY CHARGE

If said Mover notifies Shipper of a set delivery date within the window of agreed upon and contracted service dates and attempts a delivery, but is unable to make delivery due to a delay by the Shipper, then a "Re-Delivery Charge," shall be added to total balance due. Said Shipper must contact Moving Company's office to reschedule, at Movers convenience re-delivery. **The additional charge shall be \$500.00, plus mileage charged at \$2.50 per mile if delivery is more than 10 miles from driver location. The additional charge shall be \$ _____.**

WAITING TIME & DELAY CHARGE

If said Mover notifies Shipper of a set delivery date within the window of agreed upon and contracted service dates and attempts a delivery, but is unable to make delivery due to a delay by the Shipper, then a "Waiting Time or Delay of Shipment Charge," shall be added to total balance due. The waiting time shall start one hour after driver arrives at residence and presents Shipper with the opportunity to receive said shipment. Charge shall be calculated as follows. First hours free, each additional hour or portion thereof past the **first hours shall be charged at \$150.00 per hour**. After three hours, a Re-Delivery Charge will apply, or entire shipment may be placed in storage at Movers warehouse subject to the fees for storage, warehouse handling, reloading and delivery, plus mileage charged at \$2.50 per mile if delivery is more than 10 miles from Mover's storage location. **The additional charge shall be \$ _____.**

STORAGE, WAREHOUSE HANDLING

If said Mover notifies Shipper of a set delivery date within the window of agreed upon and contracted service dates and attempts a delivery, but is unable to make delivery due to a refusal to receive shipment or inability to pay said moving charges by Shipper, the entire shipment will be placed in storage at Movers warehouse subject to the fees for storage, warehouse handling, reloading and delivery, plus mileage charged at \$2.50 per mile if delivery is more than 10 miles from Mover's storage location. The calculation for additional charges shall be as follows and the additional charges added to the total amount due. Warehouse handling in at \$1.25 per pound, 1st day storage at \$2.00 per pound, storage each additional day \$.50 per pound per day. **The additional charge shall be \$ ____.**

Continued on next page.

ISSUED FEBRUARY 9, 2001

REVISED JANUARY 10 , 2008

ISSUED BY AMERICAN SHIPPING AND PACKING, INC. M. DON CARTHORN
PRESIDENT 1700 WEST MARKEY STREET # 153 AKRON, OHIO 44313

ITEM 48

ADDENDUM TO SERVICES

STORAGE, WAREHOUSE HANDLING

If said Mover notifies Shipper of a set delivery date within the window of agreed upon and contracted service dates and attempts a delivery, but is unable to make delivery due to a refusal to receive shipment or inability to pay said moving charges by Shipper, the entire shipment will be placed in storage at Movers warehouse subject to the fees for storage, warehouse handling, reloading and delivery, plus mileage charged at \$2.50 per mile if delivery is more than 10 miles from Mover's storage location. The calculation for additional charges shall be as follows and the additional charges added to the total amount due. Warehouse handling in at \$1.25 per pound, 1st day storage at \$2.00 per pound, storage each additional day \$.50 per pound per day.

The additional charge shall be \$ _____.

REWEIGH CHARGE

A Shipper may request a reweigh of any shipment before delivery. Shipper may be present for both the tare weight and the gross weight at certified scales. A "**Reweight Charge**," of **\$250.00** shall be added to the total amount due, for each reweigh requested.

The additional charge shall be \$ _____.

ISSUED FEBRUARY 9, 2001

REVISED JANUARY 10, 2008

ISSUED BY AMERICAN SHIPPING AND PACKING, INC. M. DON CARTHORN
PRESIDENT 1700 WEST MARKEY STREET # 153 AKRON, OHIO 44313

ITEM 49

CARTON, PACKING AND UNPACKING

CARTONS & PACKING SERVICES

If breakable items, electronics, pictures, mirrors, glass tops or any breakable items are not properly packing in approved containers, suitable for safe transport, said moving company may offer to pack items for safe transport using the below schedule with the approval of Shipper signed below, or may refuse to transport items unless properly packed for transport, may have Shipper sing a waiver releasing Mover from all obligation and responsibility for damages arising from shipping article not packed for safe transportation.

ITEMS	CARTONS	PACKING	UNPACKING
DISHPACK	\$15.00	\$25.00	\$10.00
CLOCKBOX	\$60.00	\$15.00	\$ 7.00
1.5 CARTONS	\$ 4.00	\$ 6.00	\$ 3.00
3 CARTONS	\$ 5.00	\$10.00	\$ 5.00
4.5 CARTONS	\$ 6.00	\$10.00	\$ 6.00
6 CARTONS	\$ 7.00	\$10.00	\$ 8.00
TAPE/MARKERS	\$ 3.50		
WARDROBES	\$20.00	\$ 1.00	\$ 1.00
CRIB	\$14.00	\$ 1.00	\$ 1.00
SINGLE	\$15.00	\$ 1.00	\$ 1.00
DOUBLE	\$20.00	\$ 1.00	\$ 1.00
QU/KING	\$30.00	\$10.00	\$ 5.00
LAMP	\$15.00	\$10.00	\$ 5.00
CRATES	\$15.00	\$10.00	\$ 1.00
PAPER	\$ 2.50	Per	Pound
SHRINKWRAP	\$25.00	Per	Roll
WOOD CRATE	\$ 7.50	Per	Cubic foot
PEANUTS	\$35.00	Per	Bag

ISSUED FEBRUARY 9, 2001

REVISED JANUARY 10 , 2008

ISSUED BY AMERICAN SHIPPING AND PACKING, INC. M. DON CARTHORN
PRESIDENT 1700 WEST MARKEY STREET # 153 AKRON, OHIO 44313

ITEM 50	RULES APPLICABLE TO LONG DISTANCE MOVING
---------	--

RELEASED OR DECLARED VALUE

- (A) Except as otherwise provided, all shipment governed by this tariff shall be released to mover at a value not exceeding sixty (60) cents per pound per article. Where shipper elects to release shipment to carrier at a higher value than sixty (60) cents per pound per article, shipper may declare a lump sum value. Such declarations shall be entered on the Estimated Cost Of Services or Bill of Lading prior to carrier loading shipment.
- (B) In the absence of such declaration, the carriers maximum liability shall be sixty (60) cents per pound per article.
- (C) Additional valuation charges shall be applicable as listed in this tariff.

INSURANCE

The cost of insurance against marine risk, or any other type of insurance, for the benefit of the shipper will not be assumed by the carrier.

CLAIMS

All claim shall as a precedent be governed by this tariff, and to the resolution of any claim for loss, damage or over charge, or any other claim, arising as a result of carrier handling the shipment.

ISSUED FEBRUARY 9, 2001

REVISED JANUARY 10 , 2008

ISSUED BY AMERICAN SHIPPING AND PACKING, INC. M. DON CARTHORN
PRESIDENT 1700 WEST MARKEY STREET # 153 AKRON, OHIO 44313

ITEM 60

VALUATION CHARGES
(Subject to Items 100, 120 and 140)

VALUATION CHARGES PROVIDED FOR IN THIS ITEM WILL APPLY, UNLESS SHIPPER EXPRESSLY RELEASES THE SHIPMENT TO A VALUE NOT EXCEEDING SIXTY (60) CENTS PER POUND PER ARTICLE.

ON SHIPMENTS EXPRESSED RELEASED TO A VALUE EXCEEDING SIXTY (60) CENTS PER POUND PER ARTICLE, THE FOLLOWING CHARGES WILL APPLY:

- (A) ON ALL SHIPMENTS MOVING ON A BINDING ESTIMATE BASIS,
For each \$100.00, or fraction thereof, of DEPRECIATED released or declared value \$1.50 per each \$100.00.
- (B) ON ALL SHIPMENTS MOVING SUBJECT TO REPLACEMENT VALUE PROTECTION,
For each \$100.00, or fraction thereof, of released or declared value \$1.95 per each \$100.00.

OPTION R-1 \$100.00 Deductible

When shipper assumes liability for the first \$100.00 of any claim for which carriers is liable, the rate shall be, \$1.80 per each \$100.00 Declared Value.

OPTION R-2 \$250.00 Deductible

When shipper assumes liability for the first \$250.00 of any claim for which carriers is liable, the rate shall be, \$1.70 per each \$100.00 Declared Value.

OPTION R-3 \$500.00 Deductible

When shipper assumes liability for the first \$500.00 of any claim for which carriers is liable, the rate shall be, \$1.65 per each \$100.00 Declared Value.

- (C) ON SHIPMENT WHICH INVOLVE STORAGE-IN-TRANSIT AN ADDITIONAL VALUATION RATE EQUAL TO 10% OF THE ORIGINAL VALUATION SHALL APPLY FOR EACH 30 DAY PERIOD AFTER THE FIRST 30 PERIOD.

ISSUED FEBRUARY 9, 2001

REVISED JANUARY 10 , 2008

ISSUED BY AMERICAN SHIPPING AND PACKING, INC. M. DON CARTHORN
PRESIDENT 1700 WEST MARKEY STREET # 153 AKRON, OHIO 44313

ITEM 70

BILL OF LADING OR RECEIPT

- (A) Upon receipt of household goods or shipment for transportation in intrastate commerce, the carrier shall immediately issue a bill of lading or receipt to the shipper.
- (B) Whenever a billing of lading is issued in compliance with above paragraph (A) of this item, the carrier shall cause to be included therein the following information:
- (1) The name, address, telephone number and certificate number of the motor carrier which will transport the shipment.
 - (2) The actual pickup date and agreed delivery date or agreed period of time within which delivery of the shipment is expected at destination.
 - (3) Shipper information name, pickup address, if available delivery address and contact information.
 - (4) The number of the vehicle(s) onto which the shipment has been loaded on.
 - (5) If requested by shipper, a complete inventory of the household goods loaded on the vehicle. Nothing in this tariff shall prohibit the carrier from charging a fee for performing such an inventory.
- (C) The carrier shall attach a copy of the estimate, and any addenda, to the bill of lading at the time the carrier picks up the shipment. The documentation shall remain with the shipment, in the possession of the driver when driving until delivery.
- (D) In the event a written estimate has not been provided by the carrier to the consumer, no terms or conditions for the shipment shall be binding upon the consumer unless such terms and conditions are disclosed to the consumer on the bill of lading.

ISSUED FEBRUARY 9, 2001

REVISED JANUARY 10, 2008

ISSUED BY AMERICAN SHIPPING AND PACKING, INC. M. DON CARTHORN
PRESIDENT 1700 WEST MARKEY STREET # 153 AKRON, OHIO 44313

ITEM 100 LIABILITY OF CARRIERS AND REIMBURSEMENT FOR
LOST OR DAMAGED GOODS

- (A) As provided in this tariff the carrier shall be liable for loss of, or damage to, such goods during transportation, handling, loading, unloading by carrier or while such goods are stored by said carrier. The carrier shall be liable for loss or damaged household goods during pickup and delivery to the extent of the valuation declared by the shipper.
- (B) Said carrier shall not be liable for perishable article.
- (C) A carrier's rates and charges in it's tariff may provide for limitations on the amount that the carrier will reimburse the consumer for lost or damage goods.
- (D) REIMBURSEMENT FOR LOST OR DAMAGED GOODS

- (1) All estimates, or bills of lading' used for any shipment of household goods shall have printed in boldface type on the face of the statement reading as follows:

REIMBURSEMENT FOR LOST OR DAMAGED GOODS

CONSUMER MUST PERSONALLY INITIAL CHOICE FOR CARRIER CARGO LIABILITY.

I agree to minimal reimbursement for lost or damaged goods. I understand and accept that I will be reimbursed for lost or damaged goods at a minimal amount not exceeding sixty (60) cents per pound per article.

I accept reimbursement equal to the DEPRECIATED VALUE of lost or damaged goods. I declare a total depreciated value of \$ _____ or a minimum of two dollars and twenty-five cents per pound times the weight of the shipment or damaged article(s), whichever is greater. I understand that the total reimbursements for lost or damaged goods shall not exceed the declared value.

I accept reimbursement equal to the REPLACEMENT COST of lost or damaged goods. I declare a total depreciated value of \$ _____ or a minimum of four dollars per pound times the weight of the shipment or damaged article(s), whichever is greater. I understand that the total reimbursements for lost or damaged goods shall not exceed the declared value.

Continued on next page,

ISSUED FEBRUARY 9, 2001

REVISED JANUARY 10 , 2008

ISSUED BY AMERICAN SHIPPING AND PACKING, INC. M. DON CARTHORN
PRESIDENT 1700 WEST MARKEY STREET # 153 AKRON, OHIO 44313

ITEM 100-Continued LIABILITY OF CARRIERS AND REIMBURSEMENT FOR
LOST OR DAMAGED GOODS

- (2) In the event that a shipment is not weighted, the declared value of the shipment shall be based on the carrier's estimation, hand scale weights, in the absence of legally tendered weights from dealer or manufacture.
- (E) Notwithstanding the reimbursement rate sated in paragraph (D) of this item, any consumer who selects depreciated value or replacement cost in the estimate or bill of lading shall have the same right to claim reimbursement for the depreciated value or replacement cost, as appropriated, for any individual lost or damaged article or articles, up to the greater of the declared value or the reimbursement rate times the weight of the shipment, provided damage to articles or shipment is caused by carrier. Damage to wood items shall have fresh marks or break lines, further glass, ceramics, pottery and crystal claims shall be made at time of delivery and all pieces kept for inspection. Upholstered furniture shall be inspected and noted at time of delivery. All damages must be noted on bill of lading at time of delivery, notes for damage or claim shall be made at time of delivery before moving crew leaves premises, otherwise shipment will be accepted by shipper in good condition as received by carrier and delivery signature will agree that no visible damage was noted on the shipping document.
- (F) Said carrier shall accept any shipment for transportation unless carrier has cargo insurance in an amount equal to the declared value of such shipment.
- (G) The commission shall prescribe, an estimate from in compliance with this item.
- (H) Nothing in this tariff shall indicate that the carrier will not in agreement with the shipper apply a deductible against any reimbursement for lost or damaged goods in the estimate or the bill of lading.

No such deductible shall be effective unless the consumer signifies that it elects such limitation by personally initialing the following statement on the estimate or the addendum to the estimate:

I choose a deductible of \$ _____ against any reimbursement for lost or damaged goods.

Continued on next page

ISSUED FEBRUARY 9, 2001

REVISED JANUARY 10 , 2008

ISSUED BY AMERICAN SHIPPING AND PACKING, INC. M. DON CARTHORN
PRESIDENT 1700 WEST MARKEY STREET # 153 AKRON, OHIO 44313

ITEM 100-Continued	LIABILITY OF CARRIERS AND REIMBURSEMENT FOR LOST OR DAMAGED GOODS
--------------------	--

- (I) The carrier may reserve the right to repair any damaged goods in lieu of reimbursement to the consumer, provided that this right to repair is expressly included in the estimated or bill of lading.
- (J) The phrases “released value” and “value declaration by the shipper” shall have the same meaning.

ISSUED FEBRUARY 9, 2001

REVISED JANUARY 10 , 2008

ISSUED BY AMERICAN SHIPPING AND PACKING, INC. M. DON CARTHORN
PRESIDENT 1700 WEST MARKEY STREET # 153 AKRON, OHIO 44313

ITEM 120

CLAIMS

- (A) Every common carrier of household goods which receives a written claim for loss or damage to property transported, shall acknowledge receipt of such claim in writing to the claimant within fifteen days after receipt of said claim by the carrier. The carrier shall at the time claim is received, record the date of receipt on the face of the claim.
- (B) When carrier receives a written claim for loss or damage of household goods transported by said carrier. Carrier shall pay, decline, or make a firm compromise settlement offer in writing to the claimant within sixty days after receipt of the claim by the carrier.
- (C) All shippers have no less that sixty (60) days to file a claim with carrier for damage or loss.
- (D) Any claim for loss or damage shall be in writing. As a condition precedent to any claim adjustment or payment the complete and full moving charges must be paid with good funds tendered to said moving company, further such claim shall be accompanied by the original paid bill for transportation and original Bill Of Lading. Carrier may require certified or sworn statement of claim.
- (E) Carrier shall be immediately notified of all claims for concealed damage and shall be given reasonable opportunity to inspect alleged damages in original package on in location placed by mover.
- (F) The carrier's liability shall not exceed the cost of repairing or replacing lost or damaged property with materials of like kind and quality not exceeding the replacement cash value of the property at the time and place of loss, which shall be determined by receipts, time of purchase, original value, retail value less years of usage. Due allowance for depreciation shall apply howsoever caused, but in no event shall the liability exceed the released value as determined in this tariff.

Continued on next page.

ISSUED FEBRUARY 9, 2001

REVISED JANUARY 10 , 2008

ISSUED BY AMERICAN SHIPPING AND PACKING, INC. M. DON CARTHORN
PRESIDENT 1700 WEST MARKEY STREET # 153 AKRON, OHIO 44313

ITEM 120-Continued

CLAIMS

- (G) The carrier shall not be liable for damage occurring after delivery of said property to or receipted for by the consignee or shipper, or the authorized agent of either. When carrier is directed to unload or to deliver property at a place or places at which the consignee or its agent is not present, the property shall be at the risk of the owner after unloading or delivery
- (H) Where the carrier is directed to load a shipment or property from a place or places at which the consignor or its agent is not present, the property shall be at the risk of the owner before loading.
- (I) The carrier's liability shall be limited to repair or replacement of lost or damaged piece or pieces only and shall not extend to repair, replacement or recovering of the entire set, but in no event shall exceed the released value as set forth in this tariff, estimate or bill of lading.
- (J) All cartons for the purpose of assessing carrier's liability, where such liability as measured by the weight of an article, shall be weighed with a hand scale and settle by said weight.

ISSUED FEBRUARY 9, 2001

REVISED JANUARY 10, 2008

ISSUED BY AMERICAN SHIPPING AND PACKING, INC. M. DON CARTHORN
PRESIDENT 1700 WEST MARKEY STREET # 153 AKRON, OHIO 44313

ITEM 140

MEDIATION OF DISPUTES

Prior to filing any legal complaint against said household goods carrier under Section 4905.26 of the Revised Code, a consumer must file a "REQUEST FOR MEDIATION", in writing, with and participate in, the Commission Mediation Program.

- (A) A copy of the "REQUEST FOR MEDIATION" shall be served upon the carrier, the Chief of the Public Interest Center of the Commission's Consumer Service Department, The Chief of the Transportation section of the Legal Department and the Director of the Transportation Department.
- (B) The parties may commence discovery upon the filing of the "REQUEST FOR MEDIATION" and responses to discovery must be provided to the requesting party within five business days. No statements made during discovery or mediation shall be admissible in any subsequent proceedings under Section 4905.26 of the Ohio Revised Code.
- (C) A "REPLY" to the "REQUEST FOR MEDIATION" shall be served within five business days upon the consumer, the Chief of the Public Interest Center of the Commission's Consumer Services Department, the Chief of the Transportation section of the Legal Department and the Director of the Transportation Department.
- (D) A mediation session shall be convened by an authorized employee of the Commission within ten days of the date on which the "REPLY" was filed.
- (E) The mediator shall prepare, and serve upon the parties, a mediation report within ten business days following the conclusion of the mediation session. This mediation report shall not be admissible in any subsequent proceeding under Section 4905.26 of the Ohio Revised Code.

Continued on next page.

ISSUED FEBRUARY 9, 2001

REVISED JANUARY 10, 2008

ISSUED BY AMERICAN SHIPPING AND PACKING, INC. M. DON CARTHORN
PRESIDENT 1700 WEST MARKEY STREET # 153 AKRON, OHIO 44313

ITEM 140-Continued

MEDIATION OF DISPUTES

- (F) After a "REQUEST FOR MEDIATION" has been filed pursuant to this Item, no complaint under Section 4905.26 of the Ohio Revised Code, may be filed until the earlier of: Ninety days after the filing of the "REQUEST FOR MEDIATION" under this item; or service of the mediation report as required by this item.
- (G) No provision of a written estimate, bill of lading or tariff shall be enforceable which requires any consumer to participate in any mediation, except as provided by this item.

ISSUED FEBRUARY 9, 2001

REVISED JANUARY 10 , 2008

ISSUED BY AMERICAN SHIPPING AND PACKING, INC. M. DON CARTHORN
PRESIDENT 1700 WEST MARKEY STREET # 153 AKRON, OHIO 44313

ITEM 160

LONG DISTANCE RATES SCHEDULE

CARRIER NAME
AMERICAN SHIPPING AND PACKING, INC.
d/b/a ASAP MOVERS

PUCO REGISTRATION NUMBER 81974-I - HG

RATE SCHEDULE

LONG DISTANCE CHARGES FOR HOUSEHOLD GOODS MOVING IN EXCESS OF
ONE HUNDRED (100) MILE RADIUS FROM CARRIERS HOME TERMINAL IN
AKRON, OHIO

MILEAGE RATES
SHALL BE CALCULATED BY MULTIPLYING THE TOTAL ONE WAY MILES
BY \$6.50 PER MILE

PLUS

ADDITIONAL SERVICES FOR LOADING & UNLOADING SHALL BE
CHARGED AT \$130.00 PER 1000 (cwt) POUNDS

PLUS

FUEL SURCHARGE @ 16% OF TOTAL CHARGES AS LONG AS PRICE FOR
DIESEL AS STATED BY THE US DEPARTMENT OF ENERGY IS ABOVE \$3.25
PER GALLON.

OR

A BINDING ESTIMATE SHALL BE PROVIDED TO INCLUDE ALL CHARGES
TO SHIPPER AS LISTED, UNLESS ADDITIONAL SERVICES ARE RENDERED
AT WHICH TIME AN ADDENDUM SHALL BE ADDED.

ISSUED FEBRUARY 9, 2001

REVISED JANUARY 10 , 2008

ISSUED BY AMERICAN SHIPPING AND PACKING, INC. M. DON CARTHORN
PRESIDENT 1700 WEST MARKEY STREET # 153 AKRON, OHIO 44313
