

PUCO 3
(CANCELS PUCO 2)

HOMETOWN MOVERS LLC.

(Certificate No. 151134-HG)

MOTOR TRANSPORTATION

LOCAL FREIGHT TARIFF

NAMING

RATES, RULES AND REGULATIONS

APPLYING ON

THE TRANSPORTATION OF

HOUSEHOLD GOODS

BETWEEN

POINTS IN OHIO

ISSUED: June 9, 2010

EFFECTIVE: July 1, 2010

ISSUED BY:

HOMETOWN MOVERS LLC.

309 Hall Street
Bridgeport, OH 43912

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RULES AND REGULATIONS

BILL OF LADING

A. Upon receipt of household goods for transportation in intrastate commerce, the carrier shall immediately issue a receipt or bill of lading. However, a carrier shall not issue a receipt or bill of lading prior to receiving such household goods for transportation.

B. Whenever a receipt or bill of lading is issued in compliance with 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 the agreed delivery date or the agreed period of time within which delivery of the shipment is expected at destination.
- (3) The number of the vehicle(s) onto which the shipment is loaded.
- (4) The number of men which will perform the move.
- (5) The hourly rate or binding estimate.

C. The carrier shall attach a copy of the estimate, and any applicable addenda, to the bill of lading at the time the carrier picks up the shipment. The bill of lading and attached estimate must remain with the shipment until delivery.

D. The driver of any vehicle being utilized for the transportation of household goods should have in his possession, when driving, a copy of the receipt or bill of lading for each shipment being transported.

E. No terms or conditions for the shipment may be included on the bill of lading unless such terms and conditions are disclosed to the consumer.

HOURLY RATES

Rates named in this Section apply only on shipments released to a value not exceeding 60 cents per pound per article

Rates in Dollars and Cents Per Hour

Miles	Labor	Vehicle
0 to 50	\$30.00 per man per hour (2)	\$20.00 per truck per hour

RULES AND REGULATIONS

HOURLY RATES

Charges based on time shall be computed by multiplying the hourly rate by the time involved. Fractions of an hour will be disposed of as follows:

When the time involved is less than 15 minutes, the charge shall be for one quarter of an hour. When time is in excess of 15 minutes, but not more than 30 minutes, the charge shall be for one half hour. When time is in excess of 30 minutes, but not more than 45 minutes, the charge shall be for three quarters of one hour. When the time is in excess of 45 minutes, but not more than one hour, the charge shall be for one hour.

EXTRA LABOR

Where additional labor is necessary to load or unload freight which cannot be handled by the labor provided, such labor will be furnished by the carrier. Such additional labor will be provided by the carrier at an additional charge of \$30.00 per man per hour.

PIANO, ORGAN AND SAFE CARRY CHARGES

SERVICE	RATES
<hr/>	
HANDLING CHARGES for Organs, all types of pianos (except Grand & Baby Grand) and Safes (6 cu ft or larger), single item only, within a 20 mile radius of carriers home base---	\$250.00
HANDLING CHARGES for Organs, all types of pianos (except Grand & Baby Grand) and Safes (6 cu ft or larger), as part of a household move -----	\$36.50
FLIGHT CARRY CHARGES (8 but not more than 15 steps) -----	\$25.00
Each additional step over 15 -----	\$1.00

Note : Additional items added, for single item only rates, will be charged on an hourly rate by the ¼ hour.

EXTRA PICK-UP OR DELIVERY

Portions of a shipment may be picked up or delivered at one or more places of origin, destination or enroute. Hourly rates will apply for the total time required for pick-up or delivery of any items. 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 of a separate shipment.

RULES AND REGULATIONS

LIABILITY OF CARRIER

The Carrier shall be liable for physical loss of or damage to any articles from external cause while being carried or held in storage-in-transit, except loss, damage, or delay caused by or resulting:

- (A) From an act, omission, or order of the Shipper.
- (B) From defect or inherent vice of the article, including structural integrity and susceptibility to damage because of atmospheric conditions such as temperature and humidity or changes therein.
- (C) From Acts of God, including, but not limited to rain, wind, flood, hail and/or sun damage.
- (D) Except in cases of negligence of the Carrier of all or any of the property herein described shall not be liable for damage to or loss of contents of pieces of furniture, crates, bundles, cartons, boxes, barrels, or other containers unless such contents are open for the Carrier's inspection and then only for such articles as are specifically listed by the shipper and receipted for by the Carrier or its agent.
- (E) From spoilage, deterioration, contamination, freezing, rusting, extremes of temperature, shrinkage, evaporation, loss of weight, changes in color, flavor, finish or texture unless any of them shall be caused by fire or overturn of the vehicle.
- (F) From mechanical or electrical derangements of pianos, radios, phonographs, clocks, refrigerators, television or video equipment, computers and their peripheral devices, automatic washers or other instruments or appliances, unless evidenced by external damage to such equipment and unless caused by perils not otherwise excluded.
- (G) The household goods Carrier is not liable for loss or damage caused by dangerous or explosive goods unless the Shipper notifies the Carrier, in writing, of the nature of the goods and the Carrier agrees, in writing, to the transportation of these goods.

SUBJECT, in addition to the foregoing, to the further following limitations on the Carrier's liability:

1. The Carrier's maximum liability shall be the either actual DEPRECIATED VALUE or REPLACEMENT VALUE for loss or damage as elected by the Shipper on the face hereof, not exceeding the amount declared by the Shipper on the face hereof.
2. The Carrier shall not be liable for documents, tickets, deeds, manuscripts, blue prints, plans, specifications, or other valuable papers.
3. The Carrier shall not be liable for jewels, jewelry, gems, precious metals, gold, silver, or platinum articles (including household goods such as silverware, coffee service sets, trays, candlesticks, and dishes) watches, precious stones, pearls, furs or garments trimmed with fur, currency, money, bullion, bonds, notes, stock, stock certificates or other securities, accounts bills, bills of exchange, evidence of debt, credit cards, stamp-postage, stamp collections, revenue, trading-or letter or packets of letters not specifically listed on the shipping document by description and value.
4. Where replacement or total loss payment of a damaged article(s) is made by the Carrier, they at their sole option, have the right to salvage of the damaged article(s).

RULES AND REGULATIONS

LIABILITY OF CARRIER CONT.

5. In the event of loss to any article or articles which is/are part of a set, the measure of loss to that article or articles shall apply only to the value of the piece or part that incurred the loss giving consideration to the importance of said articles, but in on event shall that loss be construed to mean loss of the total pair or set.
6. The Carrier shall not be liable for "Ready to Assemble Furniture" made of engineered wood and paper laminate finish, such as furniture manufactured by; Bush, O'sullivan, Sauder, etc., due to the inherent risk and sub-standard structural integrity of this type of furniture.
7. The Carrier shall not be liable for any items not packed by the Carrier unless evidence of damage is apparent.
8. It is the sole responsibility of the shipper to provide runners to keep carpet and other floor coverings clean. Our workers are not permitted to remove their shoes while carrying furniture due to inherit risk of injury. Carrier is not liable for any mud or dirt being tracked onto flooring due to muddy or wet conditions.
9. The Carrier will not be liable for soiling or discoloring of carpet or other floor coverings caused by leakage or spillage from any plants, furniture, appliances, or office machines that occur during normal handling.
10. When Shipper gives Carrier permission to park equipment on lawns, the carrier will assume no responsibility for damages to any part or portion of lawns, landscaping, driveways, sprinkler systems, water mains, or utility lines.

CLAIMS

- (A) Carrier shall be immediately notified of all claims for concealed and/or external damage and shall be given reasonable opportunity to inspect alleged external damage or concealed damage in original package.
- (B) The carrier has the right to repair any damaged goods in lieu of reimbursement to the shipper.
- (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 however caused, but in no event to exceed the released value.
- (D) The carrier shall not be liable for loss or damage occurring after the property has been delivered to or receipted for by the consignee or shipper, or the authorized agent of either. When the carrier is directed to unload or to deliver property (or render any service) at a place or placed at which the consignee or its agent is not present, the property shall be at the risk of the owner after unloading or delivery.
- (E) Where the carrier is directed to load property from (or render any services at) 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.

RULES AND REGULATIONS

CLAIMS CONT.

(F) A written claim must be filed by the Shipper within 30 days of delivery of the shipment to the final destination. In case of failure to make delivery, then a written claim must be filed by the Shipper within 30 days after a reasonable time for delivery has elapsed.

(G) A household goods Carrier is not liable for any claim that is not filed within 30 days of the delivery of the shipment to the final destination. A household goods Carrier is not liable for any claim that is not filed within 30 days after a reasonable time for delivery has elapsed for shipments that were not delivered.

(H) In order for any claim to be considered, all monies due Carrier from the Shipper must be paid in full.

(I) Carrier will be liable for damage which may occur to shippers goods only while in possession of the carrier. The carrier will not assume liability for any items which are not in sole possession of the carrier during loading, transfer and unloading of any items. The carrier will not be liable for any damaged articles in which anyone other than the carrier, in part or full, has loaded, transferred or unloaded.

(J) Upon receipt of a written claim for loss or damage, the carrier will pay, decline or make a firm compromise settlement offer in writing to the claimant within 30 days after receipt of the claim.

(K) The falsification of any claim, in part or full, by the shipper against the carrier will be terms for immediate termination of any current or future claims the shipper may have or will have against the carrier.

VALUATION

The carriers maximum liability shall be (\$.60) cents per pound per article at no additional charge and must be entered on the bill of lading and may be completed only by the person signing the bill of lading.

On shipments released to a value exceeding (\$.60) cents per pound per article, the following charges will apply:

Minimum valuation-declaration of \$5.00 per pound (\$5,000-minimum). Full value protection as follows:

- \$0.88/\$100 valuation with NO deductible
- \$0.41/\$100 valuation with \$250 deductible
- \$0.21/\$100 valuation with \$500 deductible

DISPUTES

Any controversy or claim arising out of or relating to this contract, the breach thereof, or the goods affected thereby, whether such claims be founded in tort or contract, shall be settled by arbitration under the Arbitration Law of the Carrier's State and under the rules of the American Arbitration Association, provided however, that upon any such arbitration the arbitrator may not vary or modify any of the foregoing provisions.

RULES AND REGULATIONS

ESTIMATES

A) BINDING ESTIMATE:

Binding estimate is a written agreement made in advance with your mover, indicating you and the mover are bound by the charges. It guarantees the total cost of the move based upon the quantities and services shown on your mover's estimate.

(B) NON-BINDING ESTIMATE:

Non-binding estimate is what the mover believes the total cost will be for the move, based upon the amount of items requested for transfer. A non-binding estimate is not a binding contract. The estimate will be based upon the services provided and the mover's tariff provisions in effect.

(C) GUARANTEED-NOT-TO-EXCEED ESTIMATE:

Guaranteed-not-to-exceed estimate the carrier shall specify the maximum charge which the consumer will be charged for the shipment. The consumer shall be liable for the lesser of the maximum charge specified in the guaranteed-not-to-exceed estimate or the charges determined by applying the carrier's tariff.

(D) ADDENDUM:

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 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. 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.

ARTICLES LIABLE TO CAUSE DAMAGE

- (A)** Carrier will not accept for shipment property liable to impregnate or otherwise damage equipment or other property.
- (B)** The carrier will not accept for shipment articles which cannot be taken from or to premises without damage to the articles or the premises.
- (C)** If shipper insists on transfer of items that will impregnate or damage other property, or the article itself, the carrier will not be liable for damages that may occur as a result of transfer of these items and the shipper must sign a waiver of liability prior to any removal or delivery of said article.
- (D)** Articles that impregnate property in which the carrier has no control over or no knowledge of (such as items packed by the shipper or any other item which may leak) will not be the liability of the carrier.

RULES AND REGULATIONS

IMPRACTICABLE PICK-UP OR DELIVERY

- (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 or tender delivery at destination at the nearest point of approach to the desired location where the road haul equipment can be made safely accessible.
- (C) Upon request of 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, for 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 vehicles (if used) will be in addition to all other transportation or 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 of all lawful charges. The liability of the carrier will cease when the shipment is unloaded into the warehouse and the shipment shall be considered as having been delivered.

PACKING RATES

Packing labor is charged at the same hourly rate as described on page 2 of this tariff. A one time travel fee will also be charged to cover the cost of fuel and drive time for our men to get to your residence and back to our facility.

Packing material will be supplied on an as needed basis. All material will be in addition to the hourly rate and travel time charge.

RULES AND REGULATIONS

PACKING MATERIAL

PACKING CARTONS	DIMENSIONS	COST
1.5 Cubic Foot Small Carton	18"x12"x12"	\$2.25
3.0 Cubic Foot Medium Carton	18"x18"x18"	\$2.65
4.5 Cubic Foot Large Carton	24"x18"x18"	\$2.95
18" Wardrobe Carton	18"x18"x48	\$20.00/\$5.00 rental
OTHER MATERIALS	DIMENSIONS	COST
Packing Paper Per Bundle	N/A	\$15.00
Tape-Per Roll	24 yards	\$3.50

Packing materials will not be supplied on moving day unless ordered before hand likewise, our crews will not pack your belongings without prior arrangements having been made.

HANDLING SPECIAL ARTICLES

The services covered by this tariff do not include the handing, loading or unloading of any single article which, because of the size or nature of the article, requires specialized equipment (i.e. forklifts, cranes, hoists etc.) The extra handling, loading or unloading of any single article which, because of the size or nature of the article, requires specialized equipment. 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 applicable charges. 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. In the event that specialized equipment cannot be obtained, the carrier shall not be liable for transport of said article. Likewise, any article which cannot be placed in shipper's desired location because the size and/or nature of the article makes it impossible to be placed in any location, will be placed in the next desired area of the shipper.

PAYMENTS

(A) The shipper shall pay the advances, tariff charges, packing and storage, if any, and all other lawful charges on said property. Carrier will not deliver or relinquish possessions at destination of the property covered by this bill of lading until all tariff rates and charges have been paid.

(B) All charges shall be paid in cash, money order, or certified bank check only. No personal checks will be excepted unless arrangements have been made between the carrier and the shipper on a previous date.

(C) Nothing herein shall limit the right of the carrier to require at the time of or before shipment, the prepayment in part or in full of all charges for services requested by the shipper.

(D) Shipper will be liable for all applicable charges incurred by the carrier for failure to cancel any move prior to the shipper's scheduled moving date.

RULES AND REGULATIONS

TRAVEL TIME

- (A) The carrier shall charge a travel time fee on all moves for which time is the basis.
 - (B) The charge will be the same as set forth in hourly rates pages 2 and 3.
 - (C) Time will be charged from carriers port point of dispatch to shippers pick-up location and upon completion of move, from shippers final location back to the carriers port.
 - (D) Carrier is not responsible for extra drive time that may be the result of traffic, road construction, necessary alternate routes, rough roads, weather conditions such as snow, ice, flooding, etc. or bad directions by shipper.
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SERVICING SPECIAL ARTICLES

- (A) The transportation rates in this tariff do not include servicing of articles or appliances such as refrigerators, deep freeze cabinets, radios, record players, washing machines, television sets, air conditioners and the like.
 - (B) Carrier will not remove or install any item that is secured to the premises which may require plumbing, electrical or carpentry services to disconnect, remove, connect and install such articles and appliances.
 - (C) If carrier does not possess the qualified personnel to properly service such articles or appliances, carrier will, upon request of shipper, owner or consignee, and as an agent for them, engage third parties to perform the servicing. When third parties are engaged by the carrier to perform any service, the carrier will not assume responsibility for their activities, or conduct, amount of their charges, nor for the quality of service furnished.
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COMPLETE OCCUPANCY OF A VEHICLE

- (A) On shipments moving under 40 miles on hourly rates in which the shippers goods completely occupy the vehicle in use and additional items cannot be loaded, the completely loaded vehicle will constitute one complete shipment. The additional items to be moved will be considered a second shipment and move subject to the carriers tariffs.
- (B) Moves which require additional shipments which cannot be completed in one day because of the volume of items or any other contributing factors will be rescheduled on the next available day agreed upon by the shipper and carrier and will constitute a new shipment.
- (C) Shipper is required to pay for all fees due on each individual shipment per day or if two or more shipments are completed in one day the total charges for the entire move will be due upon completion.

RULES AND REGULATIONS

ESTIMATES

(A) Except as provided in paragraph (K) or (L) of this rule, carriers must provide written estimates of the cost of such moves. All estimates, addenda to estimates and modifications or changes to estimates shall be in writing in plain and understandable English and shall constitute the contract covering such move.

Estimates shall 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 nonbinding, binding, or guaranteed-not-to-exceed basis, and the written estimate shall clearly specify whether it is made on a nonbinding, binding or guaranteed-not-to-exceed basis in the manner set forth in chapter 4901:2-19 of the Administrative Code.

(B) A consumer shall accept the binding or not to exceed estimate by signing on the signature line provided for in paragraph (F) (8) of this rule. The carrier shall retain at least one copy of the estimate and shall provide one copy of the estimate, signed by both parties, to the consumer. Following acceptance of the binding or not to exceed estimate by the consumer, both the carrier and 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 may provide a nonbinding estimate of the approximate costs of transporting such goods. Nonbinding 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 this fee is disclosed to the consumer prior to the visual inspection and the amount of the fee shall be credited to the shipment's rates and charges if the consumer accepts the carrier's estimate. All nonbinding estimates shall be reasonably accurate and in accord with the carrier's tariff. The final charges on shipments moved after a nonbinding estimate shall be determined by the carrier's tariff applicable to such transportation.

- (1) A nonbinding estimate shall clearly indicate on its face, in boldface type or a contrasting color, the following statement: "This estimate is a nonbinding estimate. If this estimate is accepted, the cost may exceed, or be less than, the amount contained in this estimate."
- (2) A nonbinding estimate must contain the rates, charges and provisions of the carrier's tariff which are applicable to the shipment for which the estimate is made. All rates and charges shall be clearly and explicitly stated per unit in 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 nonbinding estimate. I acknowledge that the carrier did not inspect by 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 this nonbinding estimate."

(D) A carrier may provide a binding estimate of the costs which the consumer will be required to pay for the services included in the estimate.

RULES AND REGULATIONS

ESTIMATES CONT.

- (1) A binding estimate shall clearly indicate on its face, in boldface type or a contrasting color, 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 in the estimate.
- (E) A carrier may provide for an estimate on a guaranteed-not-to-exceed basis. In a guaranteed-not-to-exceed estimate, the carrier shall specify the maximum charge which the consumer will be charged for the shipment. The consumer shall be liable for the lesser of the maximum charge specified in the guaranteed-not-to-exceed estimate or the charges determined by applying the carrier's tariff.
 - (1) A guaranteed-not-to-exceed estimate shall clearly indicate on its face, in boldface type or a contrasting color, that the consumer shall be liable for the lesser of the maximum charge specified in the guaranteed-not-to-exceed estimate for the household goods and services identified on the estimate or the charges determined by applying the carrier's tariff.
 - (2) A guaranteed-not-to-exceed estimate must contain the rates, charges and provisions of the carrier's tariff which are applicable to the shipment for which the estimate is made. All rates and charges shall be clearly and explicitly stated per unit in U.S. dollars and cents. Rates may be stated in any measurable unit verifiable by the consumer.
- (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 and signature of the person preparing the estimate and the date on which the estimate is made for nonbinding estimates only, the following statement must be indicated above the signature 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 the 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 methods 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 dates;

RULES AND REGULATIONS

ESTIMATES CONT.

- (8) A signature line for the consumer to sign to accept the estimate. The following statement must be entered in boldface type or contrasting color 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 carrier shall give to the consumer information on the "consumer rights and responsibilities" under this chapter on the carrier's written estimate.
- (H) No provision contained in any 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.
- (I) A carrier may provide a nonbinding oral estimate in lieu of a written estimate when the consumer requests 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 to the shipment including the total estimated charges for the move.
- (J) A carrier may provide a binding, nonbinding, or guaranteed-not-to-exceed oral estimate in lieu of a written estimate when the total charges for the oral estimate equals five hundred dollars or less. In the event that the carrier provides an oral estimate pursuant to this paragraph, the carrier must provide a bill of lading containing all material terms and conditions pertaining to the shipment.
- (K) Estimates for shipment of household goods provided by interstate household goods carriers shall be determined by 49 C.F.R 375.401 to 409 as effective on the date referenced in paragraph (F) of rule 4901:2-19-02 of the Administrative Code.

WAITING TIME

Waiting time will be charged for delay, not the fault of the carrier as follows:

-Where shipment is moving 40 miles or less, no free time.

Where shipment is moving more than 40 miles, charge will be for waiting time only as it exceeds two hours. The charge for waiting time will be \$35 per hour and charged in quarter hour increments.

RULES AND REGULATIONS

STORAGE

(A) RATES:

The following rates apply only on storage of household goods. Twenty dollars (\$20) per vault (256 cu. ft.). All vaults are to be properly packed in all instances without damage to owners goods. Items which, because of the size and/or nature of the article could cause damage, will be placed in a separate vault to avoid potential damage and be subject to regular storage rates.

(B) WAREHOUSE LABOR:

Labor rates in this section will be the same as those in hourly rates.

(C) PAYMENT:

The company shall have a general lien upon any and all property deposited with it or hereafter deposited with it. All goods deposited upon which storage and all other charges are not paid when due, will be sold at public auction to pay said accrued charges and expenses of the sale after due notice to the depositor, and publication of the time and place of said sale according to law.

The company shall have a further lien for all monies advanced to any third parties for account of the depositor.

Accounts are due and payable monthly in advance. Interest will be charged on all accounts unpaid for a period of three months after they become due. All charges must be paid in cash, money order, or certified check before the delivery or transfer of goods deposited under this contract and no transfer will be recognized unless entered on the books of the company.

(D) ACCESSIBILITY:

Owner of any household goods stored at our facility will not for any reason have direct access to their goods. Only company personnel is permitted in the warehouse due to security and safety issues. If the owner request items to be removed for pickup, a release of article form must be signed and company personnel will remove the item(s) for pick-up. In all cases, a warehouse handling fee of a minimum of 1 hour will apply and must be paid before any items will be removed.

(E) MINIMUM PERIOD FOR STORAGE:

On storage accounts three months storage will be charged for any fraction of the first three months period. Thereafter one month storage rate will be charged for thirty days or less.

RULES AND REGULATIONS

STORAGE CONT.

(F) LIABILITY OF THE COMPANY:

(a) The company when transporting to or from the warehouse for permanent storage acts as a private carrier only, reserving the right to refuse any order for transporting and in no event is a common carrier.

(b) The company is not responsible for any fragile articles injured or broken, unless packed by its employees and unpacked by them at the time of delivery. The company will not be responsible for mechanical or electrical functioning or any article such as but not limited to pianos, radios, phonographs, television sets, clocks, barometers, mechanical refrigerators, or air conditioners or other instruments or appliances whether or not such articles are packed or unpacked by the company.

(c) No liability of any kind shall attach to this company for any damage caused to the goods by inherent vice, moths, vermin or other insects, rust, fire, water, changes of temperature, fumigation or deterioration.

(d) Unless a greater valuation is stated herein, the depositor or owner declares that the value in case of loss or damage arising out of storage, transportation, packing, unpacking, fumigation, cleaning, or handling of the goods and the liability of the company for any cause for which it may be liable for each or any piece or package and the contents thereof does not exceed and is limited to 60 cents per lb. per article or for the entire contents of the entire storage lot does not exceed and is limited to \$2000, upon which declared or agreed value the rates are based, the depositor or owner having been given the opportunity to declare a higher valuation without limitation in case of loss or damage from any cause which would make the company liable and to pay the higher rate based thereon.

(e) In no event shall the company be responsible for loss or damage to documents, stamps, securities, specie or jewelry or other articles of high and unusual value unless a special agreement in writing is made between the customer and the company with respect to such articles.

(G) TERMINATION OF STORAGE:

The company reserves the right to terminate storage of the goods at any time by giving the depositor 30 days written notice of its intention to do so and unless the depositor removes such goods within that period the company is hereby empowered to have the same removed at the cost and expense of the depositor. And upon so doing the company shall be relieved of any liability with respect to such goods therefore or thereafter incurred.

(H) ADDRESS AND CHANGE:

It is agreed that the address of the depositor of goods for storage is as given on the front side of this contract and shall be relied upon by the company as the address of the depositor until change of address is given in writing to the company and acknowledged in writing by the company and notice of any change of address will not be valid or binding upon the company if given or acknowledged in any other manner.