

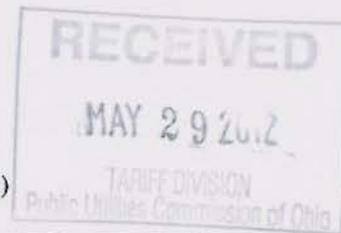
ORIGINAL TITLE PAGE

INTERSTATE TARIFF NO. 2  
Cancels  
INTERSTATE TARIFF NO. 1 $\phi$

$\phi$  - (Zephyr Enterprises, Inc., dba  
Two Men and A Truck, series)

**SEAN P. GALLAGHER ENTERPRISES, INC.,  
dba TWO MEN AND A TRUCK**  
(MC-366656)

MOTOR TRANSPORTATION  
LOCAL FREIGHT TARIFF  
NAMING  
MILEAGE RATES,  
RULES AND REGULATIONS  
FOR THE TRANSPORTATION OF  
HOUSEHOLD GOODS  
(As described in Item 10 herein)  
OVER  
IRREGULAR ROUTES  
BETWEEN  
POINTS AND PLACES IN  
THE UNITED STATES  
(To the extent authorized in Certificate MC-366656)



ISSUED: May 23, 2012

EFFECTIVE: June 1, 2012

ISSUED BY:

SEAN P. GALLAGHER, PRESIDENT

WP-mm(5)

**SEAN P. GALLAGHER ENTERPRISES, INC.,**  
**dba TWO MEN AND A TRUCK**  
INTERSTATE TARIFF NO. 2

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**COMMODITY TARIFF**

CHECK SHEET

| PAGE       | NUMBER OF REVISIONS | PAGE | NUMBER OF REVISIONS |
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dba TWO MEN AND A TRUCK  
INTERSTATE TARIFF NO. 2**

ORIGINAL PAGE 2

**COMMODITY TARIFF**

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| ITEM | SCOPE OF OPERATIONS   |
|------|---|
| 5    | The rates and provisions named in this Tariff apply between all points in the United States as authorized by Certificate MC-366656. |

| ITEM   | RULES AND REGULATIONS  |
|--------|--|
| CLAIMS |  |
| 10     | <p>(a) Every common carrier of household goods which receives a written claim for loss of or damage to property transported by it, shall acknowledge receipt of such claim in writing to the claimant within fifteen calendar days after its receipt by the carrier or the carrier's agent. The carrier shall at the time such claim is received, cause the date of receipt to be recorded on the claim.</p> <p>(b) Every such carrier which receives a written claim for loss or damage to household goods transported by it 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 or its agent.</p> <p align="center">(Continued on next page)</p> |



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INTERSTATE TARIFF NO. 2

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**COMMODITY TARIFF**

| ITEM  | RULES AND REGULATIONS   |
|---|---|
| 10<br>(Con-<br>tinued)  | CLAIMS (Continued)  |
|   | (c) No carrier may include in any estimate, Bill of Lading or tariff any provision which limits the time a consumer may file a claim with the carrier to less than sixty days or to present a claim in less time than specified in this Rule.   |
|   | (d) Any claim for loss, damage or overcharge shall be in writing. As a condition precedent to any claim adjustment or payment, such claim shall be accompanied by the original paid bill for transportation and original Bill of Lading, if not previously surrendered to the carrier. Carrier may require certified or sworn statement of claim.   |
|   | (e) 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.  |
|   | (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 time and place of loss, with due allowance for depreciation howsoever caused, but in no event to exceed the released value as determined in Item 20.   |
|   | (g) 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 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 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.  |
|   | (i) 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 as determined under Item 20.   |
| (j) For the purpose of assessing carrier's liability, where such liability as measured by the weight of an article and in absence of specific evidence to the contrary, the following containers and/or cartons shall be deemed to have the following weights:<br><p style="text-align: center;">(Concluded on next page)</p> |   |



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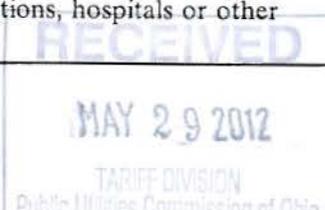
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**SEAN P. GALLAGHER ENTERPRISES, INC.,**  
**dba TWO MEN AND A TRUCK**  
 INTERSTATE TARIFF NO. 1

ORIGINAL PAGE 4

**COMMODITY TARIFF**

| ITEM                         | RULES AND REGULATIONS  |   |
|------------------------------|--|---|
| 10<br>(Con-<br>cluded)       | CLAIMS (Concluded)   |   |
|                              | CONTAINER  | WEIGHT PER CONTAINER<br>(In Pounds)<br>(See Notes)                                    |
|                              | Drum, Dish-Pack . . . . .  | 60  |
|                              | Cartons:   |   |
|                              | Less than 1-1/2 cu. ft. . . . .  | 20  |
|                              | 1-1/2 cu. ft. but less than 3 cu. ft. . . . .  | 25  |
|                              | 3 cu. ft. but less than 4-1/2 cu. ft. . . . .  | 30  |
|                              | 4-1/2 cu. ft. but less than 6 cu. ft. . . . .  | 35  |
|                              | 6 cu. ft. but less than 6-1/2 cu. ft. . . . .  | 45  |
|                              | 6-1/2 cu. ft. and over . . . . .   | 50  |
|                              | Wardrobe Cartons . . . . .   | 50  |
|                              | Mattress or Box Spring Carton:   |   |
|                              | Not exceeding 54" x 75" . . . . .  | 60  |
|                              | Exceeding 54" x 75" . . . . .  | 80  |
|                              | Crib Mattress Carton . . . . .   | 22  |
| NOTE 1:                      | Cartons containing books or phonograph records will be deemed to weigh 50 pounds.  |   |
| NOTE 2:                      | Cartons containing lamp shades will be deemed to weight 10 pounds.   |   |
| NOTE 3:                      | Items not identified on the inventory as to contents will be settled for the heaviest weight on the schedule of the container.   |   |
| 15                           | COMMODITY HOUSEHOLD GOODS DESCRIPTION  |   |
|                              | <p>The description of property to which charges, rates, rules and regulations apply in this Tariff or in tariffs governed by this Tariff is that class of property under the following commodity descriptions:</p> <p>(a) "HOUSEHOLD GOODS" means personal effects and property used or to be used in a dwelling. This definition shall not be construed to include; (a) shipments exclusively moving from a factory or store or; (b) transportation and those associated services for an employee paid for by an employer pursuant to a contract with a carrier, except as provided in Rules 4901:2-19-09, 4901:2-19-12 and 4901:2-19-16 of The Ohio Administrative Code.</p> <p>(b) FURNITURE, FIXTURES, EQUIPMENT AND THE PROPERTY OF STORES, OFFICES, MUSEUMS, INSTITUTIONS, HOSPITALS, OR OTHER ESTABLISHMENTS when a part of the stock, equipment, or supply of such storage, offices, museums, institutions, hospitals or other<br/>                     (Concluded on next page)</p> |   |
|                              |  |  |
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For explanation of abbreviations and reference marks, see last page herein.

**SEAN P. GALLAGHER ENTERPRISES, INC.,  
dba TWO MEN AND A TRUCK  
INTERSTATE TARIFF NO. 21**

ORIGINAL PAGE 5

**COMMODITY TARIFF**

| ITEM                   | RULES AND REGULATIONS   |
|------------------------|---|
| 15<br>(Con-<br>cluded) | COMMODITY HOUSEHOLD GOODS DESCRIPTION (Concluded)   |
|                        | <p>The description of property to which charges, rates, rules and regulations apply in this Tariff or in tariffs governed by this Tariff is that class of property under the following commodity descriptions: (Concluded)</p> <p>(b) (Concluded)<br/>establishments. This description shall not be construed to include the stock-in-trade of any establishment, whether consignor or consignee, other than used furniture and used fixtures, except when transported as, and incident to, the removal of the establishment of a portion thereof, from one location to another.</p> <p>(c) ARTICLES, INCLUDING OBJECTS OF ART, DISPLAYS AND EXHIBITS, which because of their unusual nature or value, require the specialized handling and equipment usually employed in moving household goods. This description shall not be construed to include any article, whether crated or uncrated, which does not, because of its unusual nature or value, require the specialized handling and equipment usually employed in moving household goods.</p>  |
| 20                     | DECLARATION OF VALUE<br>(Liability of Carriers and Reimbursement for Lost or Damaged Goods - Limitations On)  |
|                        | <p>(a) Except as otherwise provided by Paragraph (d) of this Item, a carrier of household goods shall be liable for loss of, or damage to, such goods during transportation by the carrier or while such goods are stored by the carrier. The carrier shall be liable for lost or damaged household goods during pick-up and delivery or while such goods are being serviced by any third party engaged by the carrier to perform any services related to the household goods.</p> <p>(b) A carrier shall not be liable for the transportation of perishable articles that are included in the shipment without the knowledge of the carrier. If a carrier knowingly accepts perishable articles, the carrier may impose reasonable conditions necessary to safely transport perishable articles.</p> <p>(c) A carrier's rates and charges in its tariff may provide for limitations on the amount that the carrier will reimburse the consumer for lost or damaged goods.</p> <p>No such limitation will be effective unless the consumer signifies that it elects such limitation by personally initialing the statement on the estimate or the addendum to the estimate as provided by Paragraph (e) of this Item and by personally inserting the declared value of the shipment. In the event that the consumer does not elect such limitation by personally initialing the statement on the estimate or the addendum to the estimate, the consumer shall be reimbursed for depreciated value of any goods lost or damaged, with no limitation as to the total declared value of the shipment.<br/>(Continued on next page)</p> |

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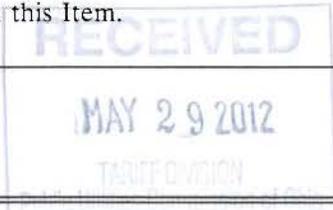
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**COMMODITY TARIFF**

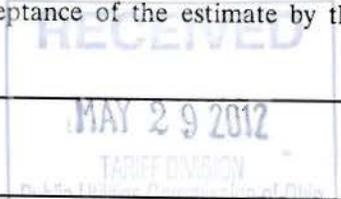
| ITEM  | RULES AND REGULATIONS   |
|---|---|
| 20<br>(Con-<br>tinued)  | <p style="text-align: center;">DECLARATION OF VALUE<br/>(Liability of Carriers and Reimbursement for Lost<br/>or Damaged Goods - Limitations On) (Continued)</p> <p>(d) Except as otherwise provided in this Item, no rule of co-responsibility between the consumer and the motor carrier may be employed to reduce the liability of the carrier for loss or damage to household goods.</p> <p>(e) All estimates, or Bills of Lading used for any shipment of household goods shall have printed in distinctive color or boldface type on the face of a statement reading as follows:</p> <p style="padding-left: 40px;">Reimbursement for Lost or Damaged Goods</p> <p style="padding-left: 40px;"><b>CONSUMER MUST PERSONALLY INITIAL CHOICE FOR CARRIER CARGO LIABILITY.</b></p> <p style="padding-left: 40px;"><input type="checkbox"/> 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 cents per pound per article.</p> <p style="padding-left: 40px;"><input type="checkbox"/> 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, whichever is greater. I understand that total reimbursements for lost or damaged goods shall not exceed this declared value.</p> <p style="padding-left: 40px;"><input type="checkbox"/> I accept reimbursement equal to the REPLACEMENT COST for lost or damaged goods. I declare a total replacement value of \$____ or a minimum of four dollars per pound times the weight of the shipment, whichever is greater. I understand that total reimbursements for lost or damaged goods shall not exceed this declared value.</p> <p>(f) Notwithstanding the reimbursement rate stated in Paragraph (e) of this Item, any consumer who selects depreciated value or replacement cost in the estimate shall have the right to claim reimbursement for the depreciated value or the replacement cost, as appropriate, 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.</p> <p>(g) No carrier may accept any shipment for transportation unless the carrier has cargo insurance in an amount equal to the declared value of such shipment.</p> <p>(h) The Commission shall prescribe an estimate form in compliance with this Item.<br/>(Concluded on next page)</p> |
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**SEAN P. GALLAGHER ENTERPRISES, INC.,  
dba TWO MEN AND A TRUCK  
INTERSTATE TARIFF NO. 2**

ORIGINAL PAGE 7

**COMMODITY TARIFF**

| ITEM                   | RULES AND REGULATIONS   |
|------------------------|---|
| 20<br>(Con-<br>cluded) | <p align="center"><b>DECLARATION OF VALUE</b><br/>(Liability of Carriers and Reimbursement for Lost or Damaged Goods - Limitations On) (Concluded)</p> <p>(i) Nothing in this Item shall be construed as prohibiting the carrier and the consumer from agreeing upon a deductible against any reimbursement for lost or damaged goods in the estimate or the Bill of Lading.</p> <p>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:</p> <p align="center">( ) I choose a deductible of \$ _____ against any reimbursement for lost or damaged goods.</p> <p>(j) 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 estimate or the Bill of Lading.</p> <p>(k) As used in this Tariff, the phrases "released value" and "value declaration by the shipper" shall have the same meaning.</p>  |
| 25                     | <p align="center"><b>DEFINITION OF "SHIPMENT"</b></p> <p>A "shipment" is a lot of freight received from one consignor at one point (or places within the confines of a single plant), on one day consigned to one consignee at one destination and covered by one Bill of Lading.</p>   |
| 30                     | <p align="center"><b>ESTIMATES</b></p> <p>(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 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 this Item.</p> <p>(b) A consumer shall accept the estimate by signing on the signature line provided for in Subparagraph (F)(8) of this Item. 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 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.</p> <p align="right">(Continued on next page)</p> |



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INTERSTATE TARIFF NO. 2

ORIGINAL PAGE 8

**COMMODITY TARIFF**

ITEM

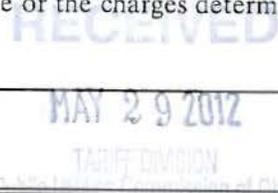
RULES AND REGULATIONS

ESTIMATES (Continued)

- (c) A carrier engaged in transporting household goods 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 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 THIS NONBINDING ESTIMATE."
- (d) A carrier engaged in transporting household goods may provide a binding estimate of the costs which the consumer will be required to pay for the services included in the estimate. 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 on the estimate.
- (e) A carrier engaged in transporting household goods 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.

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tinued)

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INTERSTATE TARIFF NO. 2

ORIGINAL PAGE 9

**COMMODITY TARIFF**

| ITEM              | RULES AND REGULATIONS   |
|-------------------|---|
| 30<br>(Continued) | <p style="text-align: center;">ESTIMATES (Continued)</p> <p>(e) (Concluded)</p> <ul style="list-style-type: none"><li>(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.</li><li>(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.</li></ul> <p>(f) All estimates shall contain the following, in writing:</p> <ul style="list-style-type: none"><li>(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";</li><li>(2) The name and address of the consumer;</li><li>(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;</li><li>(4) The estimated total weight of the shipment if the carrier's rate is based on the weight of the shipment;</li><li>(5) A statement of the specific methods of payment that the carrier will accept on delivery;</li><li>(6) All costs related to storage time;</li><li>(7) The planned pick-up and delivery dates for the shipment; in the event that the pick-up and delivery dates have not been determined by the consumer, the estimate must indicate "TELEPHONE NOTIFICATION" in the space provided for the pick-up and delivery date;</li></ul> <p style="text-align: center;">(Continued on next page)</p> |



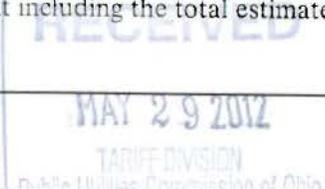
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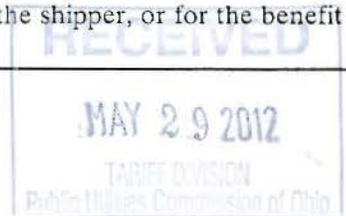
| ITEM  | RULES AND REGULATIONS   |
|---|---|
| 30<br>(Continued)   | <p style="text-align: center;">ESTIMATES (Continued)</p> <p>(f) (Concluded)</p> <p>(8) A signature line for the consumer to sign to accept the estimate. The following statement must be entered in boldface type or contrasting color 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; and</p> <p>(9) The total estimated cost for the shipment.</p> <p>(g) The Commission shall prescribe an estimate form which meets the minimum requirements of this Item.</p> <p>(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.</p> <p>(i) 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 also disclosed to the consumer in the estimate for such shipment.</p> <p>(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 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.</p> <p>(k) 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.</p> <p style="text-align: right;">(Concluded on next page)</p> |
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**SEAN P. GALLAGHER ENTERPRISES, INC.,  
dba TWO MEN AND A TRUCK  
INTERSTATE TARIFF NO. 2**

ORIGINAL PAGE 11

**COMMODITY TARIFF**

| ITEM                   | RULES AND REGULATIONS  |
|------------------------|--|
|                        | ESTIMATES (Concluded)  |
| 30<br>(Con-<br>cluded) | <p>(l) 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.</p> <p>(m) Carrier may require payment in Certified Funds in connection with oral estimates.</p>  |
|                        | HOURLY RATES - COMPUTED  |
| 35                     | <p>Charges based in time shall be computed by multiplying the hourly rate by the time involved. Time shall be computed from the time carriers vehicle arrives at origin location until it finally leaves destination location, plus one hour will be added for travel to and from customers location(s). Fractions of an hour will be disposed of as follows:</p> <p>Where the time involved is less than 15 minutes, the charge shall be for one-quarter of an hour; when in excess of 15 minutes but not more than 30 minutes, charge for one-half hour; when in excess of 30 minutes but not more than 45 minutes, charge for three-quarters of an hour; when in excess of 45 minutes, charge for one hour.</p> |
|                        | IMPRACTICABLE OPERATIONS   |
| 40                     | <p>The carrier shall not be obligated to perform pick-up or delivery or render any service at a place or places from or to which it is impracticable to operate vehicles because of:</p> <p>(a) The condition of roads, streets, driveways, alleys, or approaches thereto.</p> <p>(b) Inadequate loading or unloading facilities.</p> <p>(c) Any riot, strike, picketing or other labor disturbances.</p>  |
|                        | INSPECTION OF ARTICLES   |
| 45                     | <p>When carrier or his agent believes it necessary that the contents of packages be inspected, he shall make cause such inspection to be made, or require other sufficient evidence to determine the actual character of the property.</p>   |
|                        | INSURANCE  |
| 50                     | <p>The cost of insurance against marine risk or any insurance in the name of the shipper, or for the benefit of the shipper, will not be assumed by the carrier.</p>   |



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**ISSUED BY:**

**SEAN P. GALLAGHER, PRESIDENT**

**COMMODITY TARIFF**

| ITEM | RULES AND REGULATIONS   |
|------|---|
| 55   | <p style="text-align: center;">MEDIATION OF DISPUTES</p> <p>Prior to filing a complaint against a 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.</p> <ul style="list-style-type: none"><li>(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 Services Department, The Chief of the Transportation Section of the Legal Department and the Director of the Transportation Department.</li><li>(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 Revised Code.</li><li>(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.</li><li>(d) A mediation session shall be convened by an authorized employee of the Commission within ten business days of the date on which the "REPLY" was filed.</li><li>(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 proceedings under Section 4905.26 of the Revised Code.</li><li>(f) After a "REQUEST FOR MEDIATION" has been filed pursuant to this Item, no complaint under Section 4905.26 of the 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.</li><li>(g) No provision of a written estimate, Bill of Lading or tariff shall be enforceable which requires any consumer to participate in any mediation, arbitration or other dispute resolution, except as provided by this Item.</li></ul> |



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**dba TWO MEN AND A TRUCK**  
 INTERSTATE TARIFF NO. 2

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**COMMODITY TARIFF**

| ITEM                  | RULES AND REGULATIONS   |   |
|-----------------------|---|---|
|                       | PACKING CHARGES   |   |
|                       | Upon request, packing will be performed at the rate of \$89.00 per hour for two packers plus the charge for supplies used as set forth below:   |   |
|                       | ITEM  | CHARGES                                 |
| 60                    | Small Box .....   | \$1.75 (17 x 12.38 x 12)                |
|                       | Medium Box .....  | \$2.25 (18.18 x 18 x 16)                |
|                       | Large Box .....   | \$3.25 (24 x 18 x 18) or (18 x 18 x 24) |
|                       | Wardrobe Box .....  | \$12.00 per box (24 x 21 x 46)          |
|                       | Dish Barrel .....   | \$4.25 per box                          |
|                       | Cell Kit .....  | \$8.25 per kit                          |
|                       | Small Picture Box .....   | \$2.25 (18 x 5 x 24)                    |
|                       | Medium Picture Box .....  | \$3.25 (24 x 5 x 30)                    |
|                       | Large Picture Box .....   | \$4.25 (29 x 5 x 36)                    |
|                       | Extra Large Picture Box .....   | \$5.25 (35 x 6 x 45)                    |
|                       | Packing Paper .....   | \$25.00 per bundle or \$1.00 per lb.    |
|                       | Tape .....  | \$1.00 per roll                         |
|                       | Pads .....  | \$20.00 per pad                         |
| Mattress Covers ..... | \$5.00 per pack   |   |
|                       | PAYMENTS  |   |
| 65                    | (a) The carrier will not deliver or relinquish possession of any property transported by it until all tariff rates and charges thereon have been paid in cash, money order, or certified check except where other satisfactory arrangement have been made between the carrier and the consignor or consignee. |   |
|                       | (b) 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 or guarantee of the charges.   |   |



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**COMMODITY TARIFF**

| ITEM  | RATES<br>For Shipment Transported Within 150 Miles of Carrier's Terminal |  |                             |                             |                             |
|---|--|--|-----------------------------|-----------------------------|-----------------------------|
|   | 100  | HOUSEHOLD GOODS, as described in Item 10 |                             |                             |                             |
| EQUIPMENT AND PERSONNEL FURNISHED   |  | RATES IN DOLLARS AND CENTS PER HOUR      |                             | MINIMUM CHARGE PER SHIPMENT |                             |
|   |  | MONDAY THRU FRIDAY                       | SATURDAY SUNDAYS & HOLIDAYS | MONDAY THRU FRIDAY          | SATURDAY SUNDAYS & HOLIDAYS |
| Truck and 2 men   |  | \$ 89.00                                 | \$ 89.00                    | \$178.00                    | \$178.00                    |
| Truck and 3 men   |  | 133.50                                   | 133.50                      | 267.00                      | 267.00                      |
| Each additional man will be charged at \$40.00 per hour.  |  |  |                             |                             |                             |
| In addition to all other charges, there will be a Fuel Surcharge for shipments that involve the following distance from carriers terminal at 2800 Tremainesville Road, Sylvania, Ohio:<br><br>Within 20 miles - \$25.00<br>Over 20 miles, under 50 miles - \$55.00<br>50 Miles or over - \$125.00 |  |  |                             |                             |                             |
| Pianos, organs, large projection screen television (32" or over), exercise equipment and safes will be charged an additional \$50.00.   |  |  |                             |                             |                             |
| Sleeper sofas and double recliners will be charged an additional \$25.00.   |  |  |                             |                             |                             |



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**COMMODITY TARIFF**

| ITEM | <p align="center"><b>RATES</b><br/>For Shipment Transported Over 150 Miles from Carrier's Terminal</p>   |
|------|--|
| 110  | <p>HOUSEHOLD GOODS, as described in Item 10</p> <p>Shipments moving interstate beyond 150 miles from carrier's terminal at 2800 Tremainesville Road, Sylvania, Ohio will be charged according to the following formula:</p> <ul style="list-style-type: none"> <li>(1) Miles: Carrier's terminal to destination =</li> <li>(2) Multiply 1. (result) by 2 (for round trip) =</li> <li>(3) Divide 2. (result) by 55 =</li> <li>(4) Add number of hours to load and unload =</li> <li>(5) Add number of night(s) stayover (1 per night) =</li> <li>(6) Add 2 for insurance = 2</li> <li>(7) Add 2 for fuel = 2</li> <li>(8) Total above (results) =</li> <li>(9) Multiply 8. (results) by \$130.00 =</li> </ul> <p><i>Example: For 168 mile trip, 6 hours to load/unload, stayover one night.</i></p> <ul style="list-style-type: none"> <li>(1) Miles: Carrier's terminal to destination = 168</li> <li>(2) Multiply 1.(result) (168) by 2 (round trip) = 336</li> <li>(3) Divide 2. (result) by 55 (round up or down) = 6</li> <li>(4) Add number of hours to load or unload = 6</li> <li>(5) Add number of night(s) stayover (1 night) = 1</li> <li>(6) Add 2 for insurance = 2</li> <li>(7) Add 2 for fuel = 2</li> <li>(8) Total Above (results) = 17</li> <li>(9) Multiply 8. (result) (17) by \$130.00 = \$2,210.00<br/>(Total Charge = \$2,210.00)</li> </ul> |



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INTERSTATE TARIFF NO. 2

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**COMMODITY TARIFF**

EXPLANATION OF ABBREVIATIONS

|          |                             |        |                                       |
|----------|-----------------------------|--------|---------------------------------------|
| AQ       | - Any Quantity              | MF     | - Motor Freight                       |
| Co.      | - Company or County         | Mt.    | - Mount                               |
| C.O.D.   | - Collect on Delivery       | NOI    | - Not more specifically described     |
| Concl'd. | - Concluded                 | PUCO   | - Public Utilities Commission of Ohio |
| Cont'd.  | - Continued                 | St.    | - Street or Saint                     |
| Inc.     | - Inclusive or Incorporated | SU     | - Set Up                              |
| KD       | - Knocked Down              | TL     | - Truckload                           |
| KDF      | - Knocked Down Flat         | VIZ.   | - Namely                              |
| Lb.(s)   | - Pound(s)                  | Vol.   | - Volume                              |
| LTL      | - Less-Than-Truckload       | Wt.(s) | - Weight(s)                           |
| MC       | - Motor Carrier             | ¢      | - Cents(s)                            |
| Min.     | - Minimum                   | \$     | - Dollar(s)                           |

EXPLANATION OF REFERENCE MARKS

- (A) - Denotes Increase
- (C) - Denotes changes in wording which result in neither increases nor reductions in charges
- (N) - Denotes New
- (R) - Denotes Reduction
- (a) - Denotes Addition
- (c) - Denotes Cancelled
- (AN) - Denotes increases except as otherwise provided in connection with particular rates
- (RN) - Denotes reductions except as otherwise provided in connection with particular rates
- - Denotes no change in rate



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(The End)