

HOUSEHOLD GOODS CARRIER TARIFF FOR:

Elite Moving & Packing

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Certificate No: _____

Preliminary Effective Date: _____

Permanent Effective Date: _____

ISSUED BY:

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Table of Contents

Item No	Item Title	Page No.
-----	Cover Page	1
-----	Table of Contents	2
-----	Definitions	3-4
1	Application of Tariff	5
2	Commodity Description	5
3	Cancellation of Tariff Pages, Items or Portions Thereof	5
4	Valuation Coverage Options	6
5	Prohibited & Restricted Articles (Non-Allowables)	6
6	Items of Extraordinarily High Value	6
7	Insurance	6
8	Collection of Charges	7
9	Disposition of Fractions	7
10	Holidays	7
11	Business Hours	7
12	Non-Binding Estimates	7
13	Determination of Mileage	7
14	Bill of Lading	7-8
15	Inspection of Articles	8
16	Preparation for Transportation	8
17	Marking or Tagging Shipment	9
18	Impracticable Operations & Application of Accessorial Services	9
19	Advancing Charges	10
20	Collection of Freight Charges on Shipments Lost or Damaged In Transit	10
21	Collection of Charges, Prepayment	10-11
22	Loss and Damage Claims	11-13
23	Rates	13
24	Bulky Articles	13-14
25	Containers and Packing Service	14

Appendix	Appendix Description	Page No.
A	Bill of Lading (Face)	15
A1	Bill of Lading (Back; Terms & Conditions)	16
B	Bulky Articles Price List	17
C	Packing Materials & Services Price List	18
D	Special Services Price List	19

Definitions

ACCESSORIAL SERVICES: Additional services outside of the line haul or transportation of the household goods items, such as stairs, long carry, elevator, etc

ACTUAL CASH VALUE (ACV): An amount of money that is equivalent to the cost of replacing an item that is lost, stolen or property that is damaged after the depreciation of the property.

ADVANCED CHARGES: Charges assessed by a third party service provider that are initially paid for by the carrier and are then applied to the move cost on the Bill of Lading.

AGENT: A colleague moving company that is permitted to act on behalf of the carrier.

APPLIANCE SERVICE: The act of preparing appliances in order to provide a safe transport.

BILL OF LADING: The moving contract and receipt for the moving services performed.

BULKY ARTICLE: Items that are bulky, awkward and/or difficult to stack that causes trouble loading and unloading the item. Bulky articles include items such as but not limited to, kayaks, pianos, motorcycles, ATV's, etc.

CARRIER/MOVER: The moving company, their employees and representatives as well as the carrier's agents and contractors.

CASH ON DELIVERY (COD): A type of payment method that is required to be paid in full at the time of delivery prior to the unloading of the truck at the destination location or storage facility or warehouse.

CLAIM: A written statement of damage or loss of items that the shipper states as having occurred while in the carrier's possession.

COST PER CUBIC FOOT: A line haul rate given based upon the estimated volume or space that the shipment occupies on the moving truck.

COST PER HOUR: A rate given based upon the number of men and the amount of time that it is estimated to take to perform the move.

DEPARTMENT OF TRANSPORTATION (DOT): The federal agency that, through the Surface Transportation Board (STB) within the DOT, governs the interstate household goods moving industry.

ESTIMATE, BINDING: A quote provided by the carrier that provides a guaranteed rate based upon a specific list of items and services requested by the shipper.

ESTIMATE, NON-BINDING: A quote provided by the carrier that provides a flexible rate that is based upon the estimated weight of the shipment in addition to the accessorial services requested by the shipper. The overall final charges will be determined based upon the actual weight of the shipment in addition to the accessorial services requested by the shipper and the provisions in the carrier's tariff that is in effect.

HIGH VALUE ARTICLE: Items included in a shipment that have a value in excess of \$100.00 per pound. Inclusion of these types of items must be disclosed to the carrier prior to or at the pickup location giving the carrier the opportunity to ensure that the item is properly protected for a safe transport.

INTRASTATE: The transportation of the household goods occurring locally or within the same state. For example, when a shipper relocates from Elizabethtown, Kentucky to Richmond, Kentucky. Any moving company performing such services must be licensed by the Kentucky Transportation Cabinet.

INTERSTATE: Transportation of household goods long distance or from an origin in one state and to a destination in a different state. For example, when a shipper relocates from Frankfort, Kentucky to Orlando, Florida. Any moving company performing such services must be licensed by the United States Department of Transportation Federal Motor Carrier Safety Administration (FMCSA).

INVENTORY: A numbered, itemized and descriptive list of the household goods that are being tendered to the carrier for relocation.

LINE HAUL CHARGES: The charges accrued for the transportation portion of the move. Line haul charges are in addition to any accessorial or special services requested by the shipper.

LONG CARRY: A fee incurred as a result of the movers having to carry the household goods a long or excessive distance between the residence or storage, etc. and the carrier's moving truck/van. These charges are considered an accessorial service and are in addition to the line haul charges.

ORDER (BILL OF LADING) NUMBER: The unique number used to identify shipments.

(Definitions Continued on Next Page)

Definitions

PBO (packed by owner): Cartons or other items that are packed by the shipper.

SHIPPER: The customer or the customer's representative that requests and participates in the moving services provided by the carrier.

SHUTTLE SERVICE: The use of a smaller moving truck to properly service a shipment, when access to the residence is unable to be accommodated due to the size of the carrier's regular moving vehicle.

SPECIAL/ADDITIONAL SERVICES: Any services offered by the carrier outside of the line haul transportation of the shipment. These types of services include but are not limited to: Packing, Stairs, Elevator, Long Carry, Extra Stop, etc. These charges are in addition to the line haul charges and are due at the time of delivery, prior to unloading the truck.

STAIRS SERVICE CHARGE: A fee incurred as a result of the carrier having to carry a shipment up or down flights of stairs. These charges are in addition to the line haul charges and are due to the carrier at delivery, prior to unloading the truck.

STORAGE IN TRANSIT (SIT): A temporary hold of a shipment pending further transportation in the carrier's facility or vehicle.

TARIFF: A document that contains in whole or in part the rates, rules, classifications, regulations, etc. A tariff must contain an accurate description of the services, rates, fees, etc. offered by the carrier. The Surface Transportation Board of the Department of Transportation requires that a tariff must contain an accurate description of the services that the carrier offers to the public, the rates and fees associated with any services and lastly it must be arranged in a manner that will allow the carrier to determine the exact rates and services applicable to each and every shipment.

VALUATION: Estimation of the degree of worth of the shipment. The charge for a higher valuation is to compensate the carrier for assuming a higher degree of liability than the minimum coverage required provided for in the base transportation charges.

STORAGE HANDLING: A charge incurred as a result of the carrier's need to move the shipment into, out of and within the storage facility.

WEIGHT TICKET/CERTIFICATE: A ticket that provides the weight of the truck, the date that the truck was weighed and the location where the truck was weighed. All weight tickets obtained by the carrier should be saved with a copy of the applicable Bill of Lading and Freight Bill.

Item 1 – Application of Tariff

This tariff applies for the transportation of household goods shipments by the request of a consignor ("shipper") between points in the contiguous United States by Elite Moving & Packing and its agents ("carrier").

As used in this tariff, the phrases, "consignor", "shipper" and "customer", all have the same meaning.

This tariff contains the governing rules and regulations, an explanation of the transportation charges, an explanation and rate of the additional services that may apply, and the discounts and transportation charges that apply between two points within the State of Kentucky as authorized under the certificate of authority issued by the Kentucky Transportation Cabinet, Division of Motor Carriers.

The rates listed in this tariff include one pickup at point of origin and one delivery at point of destination and are subject to the rules and regulations contained in the tariff herein and shall be assessed for all household goods moves occurring within Kentucky.

The shipping documents used by the carrier are made a legal part of this tariff. The terms and conditions as indicated on the Bills of Lading, Orders for Service, and all other shipping documents used by the carrier are applicable to this tariff and are incorporated by reference.

Item 2 – Commodity Description

1st Proviso – Household Goods

HOUSEHOLD GOODS. The term "household goods" as used in connection with transportation, means PERSONAL EFFECTS AND PROPERTY USED OR TO BE USED IN A DWELLING, when a part of the equipment or supply of such dwelling, and similar property if the transportation of such effects or property is:

A) Arranged and paid for by the householder, except such term does not include property moving from a factory or store, other than property that the householder has purchased with the intent to use in his or her dwelling and is transported at the request of, and the transportation charges are paid to the carrier by, the householder, or

B) Arranged and paid for by another party.

2nd Proviso – Furniture & Fixtures

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 stores, offices, museums, institutions, hospitals, or other establishments; except that this Subparagraph 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 an incident to the removal of the establishment, or a portion thereof, from one location to another.

3rd Proviso – Exhibits & Displays

ARTICLES INCLUDING OBJECT 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; except that this Subparagraph 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.

Item 3 – Cancellation of Tariff Pages, Items, or Portions Thereof

When this tariff is amended by revised pages, each revised page cancels the item or portion thereof shown on the original or revised page of the same page number. A revised page will not show a cancellation notice except when a cancellation notice is necessary because of suspension, rejection, or other reason. Revisions of each page will be filed in numerical sequence. Except where a specific cancellation is shown on a new revised page, a revised page cancels any and all un-cancelled revised or original pages or un-cancelled portions thereof, which bear the same page number.

EXCEPTIONS: When a specific cancellation on a prior revised page exempts a previously filed page wholly or in part, this rule does not have the effect of cancellation of such excepted previously filed page or portion thereof.

Reference made herein to items or pages in this tariff shall include reference to the reissue of such items or pages.

For example, "1st Revised Page 10" will have the affect of canceling original page 10; "45th Revised Page 12" will have the affect cancelling 44th Revised page 12; "13th Revised Page 4-A" will have the affect of cancelling 12th Revised page 4-A and also 11th Revised Page 4-A if the cancellation of 12th takes place on or before the effective date.

Item 4 – Valuation Coverage Options

Option (1): Actual Cash Value - The amount of the actual loss or damage not exceeding \$1.25 times the actual or constructive weight (in pounds) of the shipment, or the lump sum declared value, whichever is greater; or Replacement Value if the shipment is released at \$3.50 times the actual or constructive weight in pounds of the shipment.

Option (2): Released Value Protection - The actual loss or damage not exceeding sixty (60) cents per pound of the weight of any lost or damaged article when the shipper has released the shipment to carrier, in writing, with liability limited to sixty (60) cents per pound per article.

Option (3): Replacement Value Protection will be provided by the carrier only if it is requested by the shipper and if the shipper states an amount equal to or greater than the \$6.50 per pound of weight of the shipment or a minimum of \$30,000, whichever is greater, subject to the deductible option chosen by the shipper.

Ded. A – \$1,500 Deductible: The customer will pay for the protection 20¢ per \$100 or part thereof, of declared or released value and assumes responsibility for the first \$1,500 of any claim.

Ded. B – \$300 Deductible: The customer will pay for the protection 50¢ per \$100 or part thereof, of declared or released value and assumes responsibility for the first \$300 of any claim.

Ded. C – No Deductible: The customer will pay for the protection 75¢ per \$100 or part thereof, of declared or released value.

C. Storage in Transit Valuation Coverage:

Any shipment that is to be stored in transit for thirty days or portion thereof shall be subject to an additional valuation coverage charge based upon 10% of the released or declared value.

Note 1: The carrier's liability shall not exceed the released or declared value of the shipment, the full actual cash value of the item or the full repair cost of the item, whichever is less.

Note 2: The carrier's liability is limited for loss or damage caused by extreme temperatures, insects or rodents as well as for non allowable items as prescribed in Item 5 of this tariff.

Item 5 - Prohibited & Restricted Articles (Non Allowables)

A. Carrier will not, under any circumstance accept for shipment any property liable to contaminate or otherwise damage equipment or other property, nor will carrier accept for shipment articles which cannot be taken from the premises without damage to the article or the premises, nor, will carrier accept for shipment perishable articles including Frozen Foods, Articles Requiring Refrigeration, Open or Half Used Foods, Articles Without Proper Preservation, Produce or Perishable Plants, Etc.

B. Carrier will not be responsible for any perishable article or articles included in the shipment without the knowledge of the carrier.

C. Carrier WILL NOT ACCEPT for shipment under any circumstance Tanks or Bottles designed to contain Butane or Propane (LP), including Tanks and Container for Gas Barbecue Grills, Torches, Tools or Appliances. This prohibition also includes Tanks or Bottles that have been certified as empty.

D. Carrier WILL NOT ACCEPT for shipment under any circumstance any explosives or other flammable, hazardous or dangerous materials for transportation such as but not limited to Perfumes, Oils, Chemicals, Aerosol Cans, Ammunition, Poisons, Etc.

E. Carrier WILL NOT ACCEPT for shipment under any circumstance any items containing liquid of any type such as but not limited to, Detergents, Soaps, Liquors, Paint, Bottles Of Water or other Drinks, Oils, Perfumes, Etc.

F. Carrier WILL NOT ACCEPT for shipment under any circumstance any personal, medical and/or confidential documentation such as but not limited to bank records, tax records, birth certificates, passports, deeds etc.

G. Carrier WILL NOT ACCEPT for shipment items of unverifiable value such as but not limited to: precious stones, coins, cash, stocks, bonds, etc.

Item 6 – Items of Extraordinarily High Value:

Any item that is considered an extraordinarily high value item or is valued at more than \$100.00 per lb. per article or has a value of over \$1,000.00 per item MUST be declared to the carrier and in writing placed on the Extraordinary High Value Inventory. To be considered properly protected, these items MUST be packed properly per the carrier's company policy or if over \$3,000.00 must be crated properly with a wooden crate both of which will be provided at the expense of the shipper. Failure to properly protect these items may result in the denial of any claimed damage.

Item 7 – Insurance:

The carrier will not assume the cost of Insurance against marine risk or any other insurance for the benefit of the shipper.

Item 8 – Collection of Charges: Any open invoices or charges due for the relocation of this shipment must be paid prior to the unloading of the truck at destination or at the receipt for storage which may include additional charges for handling the shipment at the carrier's warehouse. Any storage fees will accrue monthly and must be paid one month in advance. The shipper is responsible for any parking tickets issued to the carrier while servicing this shipment. Shipper agrees to pay any such citation received which will be added to the total charges and is due upon delivery or departure whichever occurs first. 20% of the estimated balance is due at the time of reservation by Credit Card, Cash, Postal Money Order, Certified Cashier's Check, Wire Transfer or Western Union. At pickup, 50% of the estimated balance is due by Credit Card, Cash, Postal Money Order, Certified Cashier's Check, Wire Transfer or Western Union. At delivery, the remaining estimated balance must be paid in full prior to unloading the truck by Credit Card, Cash, Postal Money Order, Certified Cashier's Check, Wire Transfer or Western Union. All personal checks returned due to insufficient funds will be subject to a returned check fee of \$50.00. All Credit Card payments are subject to an administrative fee of 3.75% of the transaction amount. Any fees associated with the payment method such but not limited to the Western Union money receiving fee must be covered by the shipper or the carrier is not obligated to accept that payment. If credit is extended by the carrier by agreeing to bill the employer or other part, and in the event that any or all of the charges are not paid, the owner of the goods and/or beneficiary of the services acknowledges that he/she remains primarily liable for payment.

- (a) If credit is extended by the carrier by agreeing to issue a bill to the shipper's employer or other party and any or all of the charges are left unpaid, the shipper and/or owner of the goods or recipient of the service acknowledges and agrees that they are liable for the payment of all unpaid charges.

Item 9 – Disposition of Fractions: Charges based on time shall be computed by multiplying the hourly rate by the time involved. Unless otherwise provided, fraction of an hour will be disposed of as follows:

- (a) Where the time involved is 15 minutes or less, the charge shall be for one quarter of an hour.
- (b) When in excess of 15 minutes but not more than 30 minutes, the charge shall be for one half hour.
- (c) When in excess of 30 minutes but not more than 45 minutes, the charge shall be for three quarters of an hour.
- (d) When in excess of 45 minutes, the charge shall be for one hour.

Item 10 – Holidays: Except as otherwise specifically provided in this tariff, reference to the term "holiday" shall be the date such Religious Holidays, U.S. National or officially declared State holidays are observed. When a holiday falls on a Saturday, the holiday will be observed on the preceding Friday. When a holiday falls on a Sunday, the holiday will be observed on the following Monday.

Item 11 – Business Hours:

A. Regular time rates apply when service is provided between 9:00 a.m. and 5:00 p.m. Monday through Friday, excluding holidays. (Refer to Item 10 for Definition of Holidays)

B. Overtime hours apply when service is performed (1) between 5:00 p.m. and 9:00 a.m. Monday through Friday, excluding Holidays, during any hour on Saturday, Sundays or Holidays. (Refer to Item 10 for Definition of Holidays)

Item 12 – Non Binding Estimates: Motor carriers subject to the rules and regulations of this tariff must, upon shipper's request, provide a Nonbinding estimate of charges for services to be rendered. All such estimates shall be in writing and have clearly indicated on the face of them that the estimate is non-binding on the part of the carrier, and that the charges shown are the approximate charges which will be assessed for the services identified in the estimate. The estimate must clearly describe the shipment and all services to be provided. At the time of delivery of a collect-on-delivery shipment, the shipper may request delivery of the shipment upon payment, in the form acceptable to the carrier, of an amount not to exceed 110% of the estimated charges. This provision would not apply when such shipment is being delivered to a warehouse for storage at the request of the shipper. The carrier must, upon request of the shipper, relinquish possession of the shipment upon payment of not more than 110% of the estimated charges and shall defer demand for the payment of the balance of any remaining charges for a period of thirty (30) days following the date of delivery.

Item 13 – Determination of Mileage: A travel charge of \$2.00 per mile will be assessed for any move starting or stopping outside of Jefferson County, KY. The travel distance is calculated using the fastest route suggested by MapQuest, Google Maps, Apple Maps or other navigation system beginning at the carrier's office located at the address provided on the cover page of this tariff, and traveling to all stops pertaining to the move and back to the carrier's office

Item 14 – Bill of Lading:

The following information should be included on the Bill of Lading which is hereby made a part of the tariff by this reference. See Appendix A for a copy of the front of the carrier's Bill of Lading and Appendix A1 for a copy of the back of the carrier's Bill of Lading which includes the Terms and Conditions.

- (a) The name of the motor carrier (not agent's name) which will transport the shipment.
- (b) The name, address, and telephone number of the office of the carrier.
- (c) The name, address, and telephone number of a person to whom notification, when required, shall be sent, except when not furnished by the shipper.

(Item 14 – Bill of Lading Concluded on Next Page)

Item 14 – Bill of Lading (Concluded):

- (d) The preferred delivery date or the period of time within which delivery of the shipment may be expected to be made at destination.
- (e) A statement, followed by the signature of the shipper, acknowledging receipt of an information brochure provided by the carrier which explains the shipper's rights.
- (f) The contract terms and conditions of the bill of lading, attached thereto, are a part of this tariff and all information shown herein must be in bills of lading issued under provisions of this tariff.

NOTE: The carrier's Combined Household Goods Bill of Lading and Freight Bill is hereby a part of the tariff by this reference. Please see Appendix A for a copy of the front of the carrier's Combined Household Goods Bill of Lading and Freight Bill and Appendix A1 for a copy of the back of the carrier's Combined Household Goods Bill of Lading which includes the Terms and Conditions which are also made a part of the tariff by this reference.

Item 15 – Inspection of Articles:

When carrier or their agent believes it is necessary that the contents of a package be inspected, they shall make or cause such inspection to be made, or require other sufficient evidence to determine the actual character of the package.

Item 16 – Preparation for Transportation:

Unless otherwise provided, all shipments tendered to the carrier for relocation must be in such a manner that they are able to be transported practicably and safely.

The carrier, at the request of the shipper will perform packing and unpacking services

The carrier's Packing Materials and Services Price List is hereby made a part of this tariff and this tariff a part of the Packing Materials and Services Price List by this reference. See Appendix C for a copy of the carrier's Packing Materials and Services Price List.

Except as otherwise provided, packing service charges apply at the location where the service is provided when carrier performs packing, unpacking, crating or uncrating service for the shipment (See Note 1)

FULL PACKING SERVICE (See Note 6)

Full Packing Service includes all of the cartons, containers and packing service required and provided by the carrier to pack the shipment for intrastate transportation (See note 2).

Full Packing Service rate apply based on the net weight of the shipment and includes all cartons and containers furnished by the carrier and the packing of such cartons and containers. All cartons and containers remain the property of the consignee. If the consignee or their agent requests unpacking (which includes disposal of such cartons, if requested), separate rates apply, as requested by the shipper, in addition to the rates for Full Packing Service. If the carrier is requested to perform Full Unpacking Service on a date after the date of the delivery, a minimum charge will apply. The charges in this part apply based on the weight or cubic feet of the shipment.

In the event two or more cartons or container must be joined because of the size, shape, or character of the item or items to be packed, each such container or carton that is joined will be counted as one carton for rating purposes. For example, if three (3) picture boxes are joined together to pack an oversized painting, the number of picture boxes used for rating purposes will be 3.

When cartons of more than 3 Cu. Ft. capacity are used and no rate is shown for the carton size, the rate shall be based on the next larger size carton indicated. In applying rates for mattress carton, if the size furnished exceeds any one of the dimension for which rates are shown, the rate for the next larger size will apply.

Note 1: Rates Not applicable for Carton or Containers Only. The rates provided DO NOT APPLY for containers or cartons that are supplied but not packed by the carrier.

Note 2: Repacking Shipper Cartons under Full / Partial Packing Service. When the carrier, to ensure safe transportation, is required to repack cartons or containers that have been packed by the shipper, packing rates will apply for the Material & Packing such shipper packed cartons require.

Unless otherwise requested by the shipper, the entire shipment shall be packed and prepared for transportation by the shipper. EXCEPT when the shipment is covered under the Full Replacement Value Protection or when the shipment includes items of exceptional value (items valued in excess of \$100 per pound). The carrier at its sole discretion reserves the right to either pack all items of value such as Televisions, Computers, Paintings, etc. to ensure that the items have been packed to the carrier's satisfaction, or the carrier may offer the customer the option of allowing the customer to waive the carrier's liability for those items if they insist on packing them or the carrier may decline to accept the items for transportation.

Item 17 – Marking or Tagging Shipment

- a) Articles of fragile breakable nature must be properly packed.
- b) Package containing fragile articles or articles consisting wholly or in part of glass, when packed by the shipper or their agent must be marked by plain and distinct letters designating the fragile character of contents.
- c) When article of furniture, consisting wholly or in part of glass are covered or wrapped by the shipper or their agent, such articles shall be wrapped in a manner to clearly expose glass surfaces or glass portions.
- d) When articles are not packed or are improperly packed, crated or boxed and by reason thereof the articles not packed or contents of container are more susceptible to damage, carrier will arrange to have such articles properly packed at the rates shown in this tariff.

Item 18 – Impracticable Operations & Application of Accessorial Service

Part A: Impracticable Operations: Nothing in this tariff shall require the carrier to perform any service at any point or location where, through no fault of the carrier, the furnishing of such services is impracticable because:

- (a) The conditions or roads, streets, driveways, alleys, or approaches thereto would subject operations to unreasonable risk of loss or damage to life or property;
- (b) Loading or unloading facilities are inadequate;
- (c) Any force majeure, war, insurrection, riot, civil disturbance, strike, picketing or other labor disturbance would (1) subject operations to unreasonable risk of loss or damage to life or property or (2) unreasonably jeopardize the ability of the carrier to render line-haul or pickup or delivery or any other service form, to or at other points or locations;
- (d) Carrier's hauling contractors, carrier's employees or carrier's agents are precluded, for reasons beyond carrier's control, from entering premises where pickup or delivery is to be made;
- (e) Local, state or federal restrictions, regulations or laws prohibit performance of such services by line-haul equipment.

When service is impracticable for reasons stated in this rule, and service can be completed through the employment of services of a third party, see Item 27.

Part B: Application of Accessorial services

- (a) It is the responsibility of the shipper to make shipment accessible to carrier at origin and to 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 pickup 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 the shipper, consignee or owner of the goods the carrier will use or engage smaller equipment than its normal road haul equipment and / or provide Stairs Carry, and / or Long Carry services, and / or Hoisting or Lowering Service, for the purpose, if possible, of the completion of the pick up or delivery service and for the purpose of transferring the shipment between the origin or destination address and the point of transfer to or from carrier's road haul equipment.
- (d) If shipper does not accept the shipment at nearest point of safe and accessible approach by carrier's road haul equipment to the destination address, the carrier may place the shipment or any part thereof not reasonably possible for delivery, in storage at the nearest available warehouse of the carrier, or, at the option of the carrier, in a public warehouse, subject to a lien for all lawful charges. The liability on the part of the carrier will cease when the shipment is unloaded into the warehouse and the shipment shall be considered as having been delivered.
- (e) Accessorial Service charges to cover the completion of the loading or unloading of the shipment or part thereof from point of access of road haul equipment to point of pickup at origin, and extra stop locations, and / or warehouse or mini-storage, and or delivery location shall be added to transportation charges subject to applicable rates as provided in this tariff Section 2 Items 100-112. All accrued charges on the shipment or any part thereof shall be due and payable upon delivery of same to destination.

NOTE: The carrier's Accessorial Services are calculated using the carrier's Special Services Price List which is hereby made a part of this tariff by this reference. Please see Appendix D for a copy of the carrier's Special Services Price List.

Item 19 – Advanced Charges:

(A) Upon request of shipper the carrier may hire a third party company to perform services that the carrier is unable or unqualified to perform. Charges for such services will be the sole responsibility of the shipper and will be included on the carrier's Bill of Lading and are in addition to any applicable transportation charges and are due to the carrier at the time of delivery, prior to the unloading of the truck. Such services include, but are not limited to, the disconnecting and reconnecting of washers, dryers, icemakers; disassembling and reassembling waterbeds, hot tubs, swing sets, and playhouses; preparing grandfather clocks for shipments; building special crates for shipper.

(B) If the route of a move requires the use of toll ferries, and the ferry fares are not paid directly by the shipper, the costs to the carrier will likewise be listed as third party charges on the bill of lading

Item 20 – Collection of Freight Charges on Shipments Lost or Damaged In Transit:

Involving Loss / Destruction In Transit & on Shipments Transported on more than one vehicle (See Note 1)

(a) Carrier shall not collect or require a shipper to pay any published freight charges (including any charges for accessorial or terminal services) when that shipment is TOTALLY Lost or Destroyed in transit. The provision of this item shall apply only to the transportation of household goods as defined in NOTE 1 below. Notwithstanding any other provisions of this item, a carrier shall collect and the shipper shall be required to pay any specific valuation charge that may be due. This Item shall not be applicable to the extent that any such loss or destruction is due to the act or omission of the shipper.

(b) In the event that any portion, but less than all, of a shipment of household goods is lost or destroyed in transit, the carrier shall, at the time of disposition of claims for loss or destruction to the articles in the shipment, refund that portion of its published freight charges (including any charges for accessorial or terminal services) corresponding to that portion of the shipment which is lost or destroyed in transit. To calculate the charges applicable to the shipment as delivered that carrier shall multiply the percentage corresponding to the portion of the shipment delivered by the total charges (including accessorial and terminal charges) applicable to the shipment as tendered by the shipper. If the charges computed in the manner set forth above exceed the charges otherwise applicable to the shipment as delivered, the lesser of those charges shall apply. The provisions of this paragraph shall apply only to the transportation of household goods as defined in Note 1 below. Notwithstanding any other provisions of this paragraph, a carrier shall collect and the shipper shall be required to pay, that portion of any accessorial or terminal services rendered which corresponds to the portion of the shipment not lost or destroyed in transit and any specific valuation charge that may be due. The provision of this paragraph shall not be applicable to the extent that any such loss or destruction is due to the act or omission of the shipper. Carrier shall determine, at their own expense, the portion of the shipment not lost or destroyed in transit.

(c) Whenever a collect on delivery shipment of household goods, as defined in Note 1 below, is transported on more than one vehicle the carrier delivering such split or divided shipment shall observe the following requirements subparagraphs (1), (2) or (3) in the collection of the charges:

1. At the option of the carrier, the collection of the charges attributable to the transportation of the portion of the shipment transported on each vehicle may be deferred until all portions of the shipment are delivered; or,
2. Providing that the charges for the entire shipment have been determined, the carrier may collect at the time of delivery of any portion of the shipment that percentage of the charges represented by the portion of the shipment tendered for delivery; or,
3. In the event that the charges due to the carrier for the transportation of the entire shipment cannot reasonably be determined at the time any portion of the shipment is tendered for delivery, the carrier shall determine and collect the charges for the portion of the shipment being delivered. The total charges assessed by the carrier for the transportation of the separate portions of the shipment shall not exceed the charges due for the entire shipment.

(d) In the event of the loss or destruction of any part of a shipment being transported on more than one vehicle, the collection of charges as provided in paragraph (c) of this Item shall also be in conformity with the requirements of paragraphs (a) and (b) of this Item.

Note 1: This item applies only to residence to residence moves and other shipments transported under paragraph (1) of Item 40, Commodity Description of Household Goods.

Note 2: This Item will take precedence over corresponding provisions of Item 21, Collection of Charges, Prepayment

Item 21 – Collection of Charges, Prepayment:

(a) The carrier will not deliver or relinquish possession of property transported by it until the charges i.e., (1) either the total binding estimate amount or 110% of the non-binding estimate amount; (2) the charges applicable for any service(s) requested by the shipper after the contract was executed that were not included in the estimate; and (3) charges for impracticable operations (such as shuttle service, stairs, long carry), that do not exceed 15% of the total charges due at delivery, have been paid in full except (a) where other satisfactory arrangements have been made between the carrier and the consignor or consignee, in accordance with rules and regulations of the Department of Transportation or (b) when delivery is made pursuant to paragraph (c).

(Item 21 – Collection of Charges, Prepayment Concluded on Next Page)

Item 21 – Collection of Charges, Prepayment (Concluded):

The charges for services or quantities that are in addition to those collected at delivery must be billed to the shipper within 15 days of the date of delivery (or if the carrier lacks sufficient information to compute the charges they must be billed to the shipper within 15 days of the date of when sufficient information becomes available) and shall be due within 30 days following presentation of the freight bill.

In case of partial deliveries (shipments delivered on more than one vehicle at more than time) charges due at delivery will be prorated based on the percentage of the weight or cubic feet of the portion delivered compared to the total weight or cubic feet of the shipment.

(b) The following conditions should apply for balance due shipments or when satisfactory arrangements for credit have been made in accordance with the rules and regulations of the Department of Transportation.

1. Except as provided in the exceptions below, when carrier's bill has not been paid within 30 days of the presentation of the freight bill the shipper will be assessed a service charge by the carrier equal to 5% of the amount of carrier's bill, subject to a \$50.00 minimum charge for each 30 days period that the charges remain unpaid.

2. The carrier's bill will state separately the total charges due within the 30 days and the assessment of charges due for the period of time for which the payment has not been made.

3. The mailing by shipper of valid checks or drafts in payment of charges within the 30 days period is deemed to be the collection of the tariff charges within the allowed time period for the purpose of this item. In case of dispute as to the time of mailing, the post mark shall be accepted as showing such time.

Item 22 – Loss and Damage Claims

(a) Claims in Writing Required:

A claim for loss, damage, delay or overcharge will not be voluntarily paid by a carrier unless filed in writing as provided in subparagraph (b) below with the receiving or delivering carrier, or carrier issuing the bill of lading, or carrier on whose line the alleged loss, damage, delay or overcharge occurred, within nine months of the date of the delivery as specified in the Terms & Conditions on the back of the bill of lading, and all tariff provisions applicable thereto.

(b) Minimum Filing Requirements:

A properly filed and signed Claim Form from a claimant filed with the carrier or with its assigned third party claims company, within the nine months time limit as specified in the Terms & Conditions on the back of the Bill of Lading, and (1) containing fact sufficient to identify the shipment of property involved, (2) asserting liability for alleged loss, damage, delay or overcharge, and (3) making claim for the payment of a specified or determinable amount of money, and (4) providing proof of damage in the form of pictures, and (5) providing copies of paid bill of lading and inventory sheets, will be considered as sufficient compliance with the provisions for filing claims embraced in the bill of lading and this tariff.

(c) Documents not Constituting Claims:

Bad order reports, appraisal report of damage, notation of shortage or damage or both, on freight bills, delivery receipts, or other documents, or inspection reports issued by carrier or their inspection agencies, whether the extent of loss or damage is indicated in dollars and cents or otherwise will, standing alone, not be considered by the carrier as sufficient to comply with the minimum claim filing requirements specified in subparagraph (b) above.

(d) Claims Filed for Uncertain Amounts:

Whenever a claim is presented against the carrier for an uncertain amount, such as \$100 more or less or no amount at all, the carrier will determine the condition of the shipment involved at the time of delivery by it, if it was delivered, and will ascertain as nearly as possible the extent, if any, of the loss or damage for which it may be responsible. It will not however, voluntarily pay a claim under such circumstances unless and until a formal claim in writing for a specified or determinable amount of money has been filed in accordance with the provision of subparagraph (b) above.

(e) Other Claims:

If investigation of a claim develops that one or more other carriers has been presented with a similar claim on the same shipment, the carrier investigating such claim will communicate with each such other carrier and, prior to any agreement entered into between or among them as to the proper disposition of such claim or claims, will notify all claimants of the receipt of conflicting or overlapping claims and will require further substantiation, on the part of each claimant of their title to the shipment involved or their right with respect to such claim.

(f) Concealed Damage or Shortage:

Carrier must be promptly notified after discovery of concealed damage or shortage and given reasonable opportunity to inspect the shipment and packing. Carrier will promptly and thoroughly investigate the claim and will establish a claim file in connection therewith.

(Item 22 – Loss and Damage Claims Continued on Next Page)

Item 22 – Loss and Damage Claims (Continued):

(g) Supporting Document:

When a necessary part of an investigation, each claim must be supported by the original paid bill of lading (if not previously surrendered to the carrier) either the original paid bill for transportation service or photocopy thereof, and for each article supporting pictures and the nature and the extent of such damage, the base for the amount claimed, i.e., date article purchased, original cost, actual cash value at time of loss or damage and, in the case of real property damage, 3 repair estimates from a professional repair company.

(h) Verification of Loss:

When an asserted claim for loss of an entire package or an entire shipment is made by a shipper the carrier will verify that the loss has been identified at time of delivery and notated on the inventory sheets indicating that such loss has occurred. If no notations have been made by the shipper at the time of delivery, the carrier will not be held liable for such loss.

EXCEPTION: When delivery of articles not belonging to the shipper has been identified after the delivery has been made for which no notations of lost items were made by the shipper. The discovery of such items should be considered as satisfactory verification of loss.

(i) Satisfaction of Claims:

Carrier may satisfy a claim by repairing or replacing the property lost or damaged with materials of like kind, quality and condition at time of acceptance by carrier except when shipment is released to a value not greater than 60 cents per Lb. per article.

(j) Constructive Weight of Packed Shipping Cartons:

When the liability of the carrier is to be measured by the weight of the article lost or damaged and such article is packed in a shipping carton, in the absence of specific evidence to the contrary, such shipping carton will be deemed to have the following weight:

Note 1: Cartons containing books or CD's will be deemed to weigh 25 pounds.

Note 2: Cartons containing lamp shades will be deemed to weigh 10 pounds.

Note 3: Items not indentified on the inventory as to the contents will be settled for the average weight on the table for the container.

(k) Time Limit for Filing Claims:

As a condition precedent to recovery, a claim for any loss, damage, delay or overcharge, must be accompanied by a paid Bill of Lading and filed in writing with carrier within (9) nine months after delivery to consignee as shown on bill of lading, or in case of failure to make delivery, then within (9) nine months after a reasonable time for delivery has elapsed; and suit must be instituted against carrier within (2) two years and (1) one day from the date when notice in writing is given by carrier to the claimant that carrier has disallowed the claim or any part thereof specified in the notice. Where a claim is not filed or suit is not instituted thereon in accordance with the foregoing provisions, carrier will not be liable and such claim will not be paid.

(l) Acknowledgement and Settlement by Carrier:

Carrier will acknowledge receipt of each claim in writing to the claimant within 30 calendar days after its receipt by the carrier or the carrier's agent. Carrier will at the time such claim is received, cause the date of receipt to be recorded. Carrier will pay, decline, or make a firm compromise settlement offer in writing to the claimant within 120 days after receipt of the claim by the carrier or its agent: provided, that, if the claim cannot be processed or disposed of within 120 days after the receipt thereof, the carrier will at the time and the expiration of each succeeding 60 days period while the claim remains pending, advise the claimant in writing on the status of the claim and the reason for the delay in making final disposition thereof.

(m) Salvage:

Whenever property transported by a carrier is damaged or alleged to be damaged and is as a consequence thereof, not delivered or is rejected or refused upon tender thereof to the owner, consignee, or person entitled to receive such property, carrier, after giving due notice whenever advised to the contrary after giving such notice, will undertake to sell or dispose of such property directly or by the employment of a competent salvage agent. Carrier will only dispose of the property in a manner that will fairly and equally protect the best interest of all persons having an interest therein. Carrier will make an itemized record sufficient to identify the property involved so as to be able to correlate it to the shipment or transportation involved, and claim, if any filed thereon. Carrier will also assign to each lot of such property a successive lot number and note that lot number on its record of shipment and claim, if any claim is filed thereon. Upon receipt of a claim on a shipment of which salvage has been processed in the manner herein before described, carrier will record in its claim file thereon the lot number assigned, the amount of money recovered, if any, from the disposition of such property and the date of transmittal of such money to the person or persons lawfully entitled to receive the same. Whenever disposition of salvage material or goods shall be made directly to an agent or employee of a carrier or through a salvage agent or company in which the carrier or one or more of its directors, officers, or managers has any interest financial or otherwise, that carrier's salvage records shall fully reflect the particulars of each such transaction or relationship, or both as the case maybe.

(Item 22 – Loss and Damage Claims Concluded on Next Page)

(n) Third Party Claims Processing Company:

Whenever a claim for loss, damage, delay, overcharge, or property damage is instituted against the carrier, the carrier may choose to utilize a third party claims company at its sole discretion and without an advanced notice to claimant for the purpose of determining settlement amounts and carrier's liability. When a claim or claims have been outsourced to a third party claims company, the terms and conditions of the claims company and any documentation required for the proper processing of a claim shall be in accordance with the provision of subparagraph (b) above and shall become a legal part of this tariff thereof.

(o) FVP Boxes Packed by Owner

Whenever a shipper selects Full (Replacement) Value Protection and are packing their own boxes, the shipper must present all packed by owner boxes opened for the carrier to verify the contents and the conditions thereof. These contents must be noted on the Inventory Sheets conducted for the move. Boxes containing items that have a mechanical function must be plugged in and turned on to verify that the item functions properly prior to the relocation.

See Below for the carrier's policy for seeking FVP compensation for missing or damaged boxes:

1. If a FVP Packed by Owner box becomes missing while in the carrier's possession, the shipper must notate the missing item on the inventory sheets in compliance with item (h) of this section and provide copies of sales receipts for the contents of the box.
2. In the event that a box that was packed by the owner arrives damaged, the shipper must notate the damage on the Inventory Sheet or must provide photographic evidence to support mishandling by the carrier versus damage that is a direct result of the shipper's improper packing.
3. Any box packed by the owner containing items of exceptional value (i.e. Televisions, Laptops, Paintings, etc.) must be unpacked at the destination and assembled (if applicable) in order to verify the mechanical and physical condition of the contents. If the item does not arrive in the same physical or mechanical condition, the shipper must notate the malfunction on the inventory sheets.

(p) Appearance Allowance

When the damage to an item is minor, the carrier reserves the right to offer an appearance allowance as a form of negotiating the settlement amount for each item. The carrier may remove the appearance allowance at its discretion at any point.

Item 23 – Rates:

The carrier's rates shall be computed based upon the total number of hours, mileage and the number of movers needed to properly service the shipment. The rates are as follows:

Monday – Friday 9-5:

1 Man + 1 Van \$42.00 per hour
2 Men + 1 Truck \$84.00/hr.

Specialty Discounts: The carrier is permitted to offer the following specialty discounts when provided with verification provided by the shipper that the discount is due, i.e. Photo id, military id, etc.

Senior Citizen – 10%
Military – 7%
Student – 7%
Referral – 10%
Repeat Customer – 7%
Corporate – 15%

In addition, the carrier is permitted to offer a tariff discount (as a whole or a fraction of a percent) off of any line haul or accessorial services, not to exceed 50% of the total amount.

Item 24 – Bulky Articles:

The carrier's Bulky Article Price List is hereby made a part of this tariff and this tariff a part of the Bulky Article Price List by this reference. See Appendix B for a copy of the carrier's Bulky Article Price List.

When the shipment includes light or bulky articles as listed below, an additional per cubic measurement rate will apply, subject to a minimum charge and the terms of this item. (Charge does not apply to articles capable of being safely transported in standard cartons as listed in Item 40). See Item 113 for applicable charges.

(Item 24 – Bulky Articles Concluded on Next Page)

Item 24 – Bulky Articles:

MOTORCYCLES, MOTORBIKES, GO-CART, 3 OR 4 WHEEL ALL TERRAIN VEHICLES, SNOW MOBILES, MOTORIZED GOLF CARTS, RIDING MOWERS; JETSKIS, WIND SURFERS, CANOES, DINGHIES, KAYAKS, SCULLS, SKIFFS AND ROWBOATS; when mounted on trailer, the bulky article charge will apply twice (i.e. once for each article named and once for each trailer);

SATELLITE TV or RADIO RECEIVING DISCS/DISHES, including mounts, stands and accessorial equipment; ORGANS, PIANOS AND HARPSICORDS, any size; PLAYHOUSES, DOLL HOUSES, TOOL SHEDS, UTILITY SHEDS, OR ANIMAL KENNELS or HOUSES; BATH TUBS, HOT TUBS, SPAS, WHIRLPOOL BATHS AND JACUZZIS.

Note 1: When shipment contains two or more bulky articles, the space occupied by the articles for that shipment will be the sum of the individual articles for each bulky article calculated separately. The fee for bulky articles will be the sum of the cubic feet occupied by such articles multiplied by the actual rate subject to a minimum charge. Please refer to the Special Services Price List for the applicable rates.

Note 2: Except as otherwise provided, in determining the lengths for the purpose of this item, all fractions of a foot will be disregarded. For all bulky articles, the determination of dimension will be by measuring the outside of the item and multiplying the length by the width by the height (in feet) and round the total up to the next whole number which will provide the cubic size of the article and subject to the minimum charge requirement.

Note 3: The length for boats, sailboats, canoes, skiffs, rowboats, dinghies, sculls, and kayaks shall be determined by the straight center line distance between the top center point of the transom and a point perpendicular with the foremost part of the bow. Manufacturer’s “length overall” or “center line length” shall apply as the correct length for the purposes of this item in lieu of physical measurements by carrier.

Note 4: Unless otherwise specifically provided, the Bulky Article Charge WILL APPLY for any of the articles contained in this item either whole or in a disassembled or partially disassembled condition. Measurement will be based on the longest applicable disassembled or assembled part. Refer to Note 3 herein for proper measurement of specified articles.

Note 5: No vehicles, pickup trucks, tractors, trailers, mobile homes, RVs, SUVs will be transported by carrier. If such service is required, the carrier will refer the shipper to a third party car transportation services upon the request of the shipper or the shipper may arrange for such service directly. The carrier will not be held responsible for any transactions prohibited or not provided for in this tariff.

Item 25 - Containers and Packing Services

The carrier's Packing Materials and Services Price List is hereby made a part of this tariff and this tariff a part of the Packing Materials and Services Price List by this reference. See Appendix C for a copy of the carrier's Packing Materials and Services Price List.

Except as otherwise provided, packing service charges apply at the location where the service is provided when carrier performs packing, unpacking, crating or uncrating service for the shipment (See Note 1)

Packing Service includes all of the cartons, containers and packing service required and provided by the carrier to pack the shipment for intrastate Kentucky transportation. The Packing Service rates apply based on the amount of hours the carrier spends packing and does NOT include any cartons and containers furnished by the carrier. All cartons and containers remain the property of the consignee, unless requested otherwise. If the consignee or their agent requests unpacking (which includes disposal of such cartons, if requested), separate rates apply, as requested by the shipper, in addition to the rates for Full Packing Service. This service may only be available at the carrier's origin state and upon availability and at the carrier's sole discretion.

Packing Service Price List	Hourly Rate	Total Hours	Total Charges	Customer Authorization
Hourly Rate for 2 Men (Min. 2 hrs.)	\$40.00		\$	
Unpacking Service Price List	Hourly Rate	Total Hours	Total Charges	Customer Authorization
Hourly Rate for 2 Men (Min. 2 hrs.)	\$30.00		\$	

Cartons and Containers: In the event two or more cartons or container must be joined because of the size, shape, or character of the item or items to be packed, each such container or carton that is joined will be counted as one carton for rating purposes. For example, if three (3) picture boxes are joined together to pack an oversized painting, the number of picture boxes used for rating purposes will be 3.

When cartons of more than 3 Cu. Ft. capacity are used and no rate is shown for the carton size, the rate shall be based on the next larger size carton indicated. In applying rates for mattress carton, if the size furnished exceeds any one of the dimension for which rates are shown, the rate for the next larger size will apply.

Note 1: Rates Not applicable for Carton or Containers Only. The rates provided DO NOT APPLY for containers or cartons that are supplied but not packed by the carrier.

Note 2: Repacking Shipper Cartons under Full / Partial Packing Service. When the carrier, to ensure safe transportation, is required to repack cartons or containers that have been packed by the shipper, packing rates will apply for the Material & Packing such shipper packed cartons require.

KY DMT #
Issue Date

Elite Moving & Packing

908 Lily Creek Road Ste. 103 Louisville KY 40243
Phone: 502-822-4038 Fax: 502-822-4039

Special Services Price List

Truck #
Order for Service Invoice Job #

Shipper Information					
Shipper Name			Consignee Name		
Address		Apt. No.	Address		Apt. No.
City	State	Zip	City	State	Zip
Phone	Phone	Phone	Phone	Phone	Phone
Contact Person En Route:			Phone		

Important Dates						
Pack Date(s)	Agreed P/U Date(s)	Actual P/U Date	Agreed Del. Date(s)	Actual Del. Date	Guaranteed Del. Date	Guaranteed Service Date(s)

Service List / Details	Service Pricing / Details	Service Location	Charges
Long Carry (100 ft. free)	\$100.00 per Location X _____ Locs.	Pickup	Delivery \$
Elevator (Up to 10 floors)	\$100.00 per Location X _____ Locs.	Pickup	Delivery \$
Shuttle (Minimum \$175.00)	\$0.15 per Lb. X _____ Lbs. = \$ _____ + Van or Rental Fee \$	Pickup	Delivery \$
Storage In Transit	\$225.00 per Day X _____ Days	Pickup	Delivery \$
Storage Handling (Min. 2 hrs)	\$100.00 per hr. X _____ hrs.	Pickup	Delivery \$
Extra Stop (Up to 40 Mi.)	\$84.00 + \$84.00 per Hr. X _____ Hrs.	Pickup	Delivery \$
Extra Stop (Up to 50 Mi.)	\$84.00 + \$84.00 per Hr. X _____ Hrs.	Pickup	Delivery \$
Extra Movers (2 Men)	\$30.00 Per Man Per Hr. Start Time: _____ End Time: _____	Pickup	Delivery \$
Extra Movers (3 Men & Up)	\$25.00 Per Man Per Hr. Start Time: _____ End Time: _____	Pickup	Delivery \$
Extra Van (Min. 1 Hr. Travel Time)	\$50.00 Per Van + \$84.00 per Hr. X _____ Hrs.	Pickup	Delivery \$
Extra Labor Packages (Min. 2 Hrs)	1 Man + 1 Van \$42.00 Per Hr. X _____ Hrs.	Pickup	Delivery \$
Extra Labor Packages (Min. 2 Hrs)	2 Men + 1 Van \$84.00 Per Hr. X _____ Hrs.	Pickup	Delivery \$
Extra Labor Packages (Min. 2 Hrs)	3 Men + 1 Van \$126.00 Per Hr. X _____ Hrs.	Pickup	Delivery \$
Extra Labor Packages (Min. 2 Hrs)	2 Men + 2 Vans \$160.00 Per Hr. X _____ Hrs.	Pickup	Delivery \$
Extra Labor Packages (Min. 2 Hrs)	3 Men + 2 Vans \$185.00 Per Hr. X _____ Hrs.	Pickup	Delivery \$
Redelivery (Min. \$234.00)	\$150.00 + \$84.00 per Hr. X _____ Hrs.	Pickup	Delivery \$
Waiting Time (30 Mins. Free Per 15 Mins)	\$21.00 per 15 Mins. X _____ Q Hrs.	Pickup	Delivery \$
Waiting Time (8 Hrs. NOT Overnight)	\$672.00	Pickup	Delivery \$
Overnight Waiting	\$1,200.00 per nt. X _____ nts.	Pickup	Delivery \$
Trash Disposal	15% of packing cost subject to prepaid packing by carrier \$	Pickup	\$ \$
Special Services Subtotal:			\$

Additional Information for Services Selected Above					
Extra Stop	P/U	Del	Address:	\$84.00 / Hr. X _____ Hrs. (Up to 50 mi.)	\$
Extra Stop	P/U	Del	Address:	\$84.00 / Hr. X _____ Hrs. (Up to 50 mi.)	\$

Acknowledgements and Total Charges			
<p>I, the shipper or its designated representative, hereby declares that I have the full authority to enter into this agreement with the carrier or its agents and that I will be jointly or severally responsible for all charges listed here on. I formally request that all of the services indicated to be performed in order for the carrier or its agent to provide proper service for my shipment. I understand that I am fully responsible for any and all parking tickets issued to the carrier while servicing my shipment and that these services I am ordering are in addition to my transportation costs I agree that I will pay for all charges or tickets as outlined in this document. I understand and agree that the carrier has the right to collect 15% of all special service charges due in addition to the 100% of a binding estimate or 110% of a non binding estimate due to impracticable operations.</p>	Subtotal Charges: \$		
	Parking Tickets (If Applicable) \$		
	Grand Total Charges: \$		
	Discount (if applicable) _____ %: \$ -		
	Total Amount Due: \$		
Shipper Signature	Date	Carrier Signature	Date

KY DMT #:
Issue Date

Elite Moving & Packing

908 Lily Creek Road Ste. 103 Louisville, KY 40243
 Phone: 502-822-4038 Fax: 502-822-4039
Packing Materials & Services Price List

Truck #
Job #

Shipper Information					
Shipper			Consignee		
Address		Apt. No.	Address		Apt. No.
City	State	Zip	City	State	Zip
Phone	Phone	Phone	Phone	Phone	Phone
Contact Person En Route:			Phone		

Important Dates						
Pack Date(s)	Agreed P/U Date(s)	Actual P/U Date	Agreed Del. Date(s)	Actual Del. Date	Guaranteed Del. Date	Guaranteed Service Date(s)

Packing Materials List	Article Price	Quantity	Total Charges	Customer Authorization
Small Box (Book Box)	\$1.25		\$	
Medium Box	\$2.00		\$	
Large Box	\$2.25		\$	
Dish Box	\$4.50		\$	
Picture Box / Mirror Box	\$7.00		\$	
Wardrobe Box (Without Bar)	\$8.00		\$	
Wardrobe Box (With Bar)	\$9.00		\$	
Mattress Cover	\$25.00		\$	
TV Packing up to 41"	\$60.00		\$	
TV Packing 41" & Up	\$115.00		\$	
Small Crate (S-M)	Cost of Materials Plus Hourly Rate		\$	
Medium Crate (S-M)	Cost of Materials Plus Hourly Rate		\$	
Large Crate (S-M)	Cost of Materials Plus Hourly Rate		\$	
Bubble Wrap (Per Ft)	\$0.50		\$	
Shrink Wrap (Per Roll)	\$12.00		\$	
Shrink Wrap (Per Case)	\$60.00		\$	
Tape (Per Roll)	\$1.00		\$	
Paper Bundle (25 lbs)	\$14.00		\$	
Paper Bundle (50 lbs)	\$28.00		\$	
Blanket Purchase	\$20.00		\$	
Paper Pads	\$		\$	
Other	\$		\$	
Other	\$		\$	

Packing Service Price List	Hourly Rate	Total Hours	Total Charges	Customer Authorization
Hourly Rate for 2 Men (Min 2 hrs)	\$40.00		\$	

Unpacking Service Price List	Hourly Rate	Total Hours	Total Charges	Customer Authorization
Hourly Rate for 2 Men (Min 2 hrs)	\$30.00		\$	

Service Acknowledgement	Subtotals	Charges
I the shipper or its designated representative hereby authorizes the carrier or its agent to provide all of the packing materials and or services as listed herein. I agree that I have the full authority to enter into this contract with the carrier and that I will pay for all of the charges for the materials and services listed.	Total Packing Materials	\$
	Total Packing Service Charges	\$
	Total Unpacking Service Charges	\$
	SALES TAX %	\$
	Total Packing Charges Due	\$
Shipper's Signature	Date	Carrier's Signature
		Date

KY DMT #
Issue Date

Elite Moving & Packing

908 Lily Creek Road Ste. 103 Louisville, KY 40243
 Phone: 502-822-4038 Fax: 502-822-4039

Bulky Articles & Price List

Truck #
Order for Service / Invoice / Job #

Shipper Information					
Shipper			Consignee		
Address		Apt. No.	Address		Apt. No.
City	State	Zip	City	State	Zip
Phone		Phone		Phone	
Contract Person En Route:				Phone	

Important Dates						
Pack Date(s)	Agreed P/U Date(s)	Actual P/U Date	Agreed Del. Date(s)	Actual Del. Date	Guaranteed Del. Date	Guaranteed Service Date(s)

Bulky Article List	Article Price	Quantity	Total Charges	Customer Authorization
Upright Piano	\$100.00		\$	
Baby Grand Piano	\$275.00		\$	
Grand Piano	\$500.00		\$	
Motorcycle	\$200.00		\$	
Golf Cart	\$175.00		\$	
Dirt Bike / ATV	\$225.00		\$	
Push Lawnmower	\$40.00		\$	
Riding Lawnmower	\$95.00		\$	
Scooter	\$75.00		\$	
Jacuzzi (Up to 6 person)	\$750.00		\$	
Jacuzzi (6 person & Up)	\$1,000.00		\$	
Kayak	\$50.00		\$	
Canoe	\$50.00		\$	
Small Aquarium (Under 50 Gal.)	\$225.00		\$	
Large Aquarium (Over 50 Gal.)	\$475.00		\$	
Small Safe (Under 200 lbs.)	\$75.00		\$	
Large Safe (Over 200 lbs.)	\$175.00		\$	
Pool Table (Up to 6' Without Slate)	\$100.00		\$	
Pool Table (6' & Up With Slate, must be serviced)	\$250.00		\$	
Vending Machine	\$100.00		\$	
Video Game Machine	\$100.00		\$	
Grandfather Clock (Up to 100 lbs.)	\$25.00		\$	
Grandfather Clock (100 lbs. & Up)	\$100.00		\$	
Specialty Clock	10% of clock value		\$	
Small Miscellaneous Bulky Article	\$100.00		\$	
Medium Miscellaneous Bulky Article	\$200.00		\$	
Large Miscellaneous Bulky Article	\$300.00		\$	
Other	\$		\$	
Other	\$		\$	
Other	\$		\$	

Disassembly and Reassembly	Hourly Rate	Total Hours	Total Charges	Customer Authorization
Per Man Per Hour	\$84.00 per hr.	X Hrs.	\$	

Service Acknowledgement	Subtotals	Charges
I the customer or its designated representative hereby request the special handling services listed herein. I understand that the prices listed do not include any packing service or materials. I accept and agree to pay all charges as outlined on this document.	Total Bulky Article Charges	\$
	Total Bulky Article Charges Due	\$

Shipper's Signature	Date	Carrier's Signature	Date
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Kentucky HHG Transportation Tariff Appendix A1

Terms and Conditions

<p>The rates quoted and charged as listed on the face hereof are believed to be in accordance with the rates prescribed in the carrier's applicable tariff and are to be applied to the actual hours, weight or other unit of measurement subject to the specified minimums, unless those minimums conflict with the rates and regulations of the carrier's applicable tariff. Copies of the carrier's tariff are open to the public for inspection at the carrier's office as listed on the face hereof.</p>
<p>SECTION 1: CARRIER RESPONSIBILITY FOR LOSS AND DAMAGE- Every shipper must, as a condition precedent to the provision of service by the mover, provide an accurate and honest declaration of total value on the mover's Bill of Lading. 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:</p> <p>(a) From an act, omission or order of shipper.</p> <p>(b) From defect or inherent vice of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity or changes therein;</p> <p>(c) From (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (A) by any government or sovereign power, or by any authority maintaining or using military, naval or air force, or (B) by military, naval or air force (C) by an agent of any such government, power, authority or forces, (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war, (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such occurrence, (4) seizure or destruction under quarantine or customs regulations, (5) confiscation by order of any government or public authority, or (6) risk of contraband or illegal transportation or trade.</p> <p>(d) (1) For shipments of household goods as defined in KRS-281 from strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any person or persons taking part in any such occurrence or disorder (2) For shipments of household goods as defined in KRS-281 from delay caused by strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any person or persons taking part in any such occurrence or disorder, and loss or damage when the carrier, after notice to shipper or consignee of a potential risk of loss or damage to the shipment from such causes, is instructed by the shipper to proceed with such transportation and/or delivery, notwithstanding such risk.</p> <p>(e) From acts of God.</p> <p>SUBJECT, in addition to the foregoing, to the further following limitations on the carrier's liability, the carrier's maximum liability shall be either:</p> <p>Option (1): Actual Cash Value - The amount of the actual loss or damage not exceeding \$1.25 times the actual or constructive weight (in pounds) of the shipment, or the lump sum declared value, whichever is greater, or Replacement Value if the shipment is released at \$3.50 times the actual or constructive weight in pounds of the shipment.</p> <p>Option (2): Released Value Protection - The actual loss or damage not exceeding sixty (60) cents per pound of the weight of any lost or damaged article when the shipper has released the shipment to carrier, in writing, with liability limited to sixty (60) cents per pound per article.</p> <p>Option (3): Replacement Value Protection will be provided by the carrier only if it is requested by the shipper and if the shipper states an amount equal to or greater than the \$6.50 per pound of weight of the shipment or a minimum of \$30,000, whichever is greater, subject to the deductible option chosen by the shipper.</p>
<p>SECTION 2: HIGH VALUE ITEMS- ARTICLES OF EXTRAORDINARY OR UNUSUAL VALUE All items included in your shipment that are considered to be of extraordinary (unusual) value must be specifically identified and the carrier must be advised that they are included in the shipment. Items of extraordinary value are defined as those having a value greater than \$100 per pound. An inventory of Articles of Extraordinary or Unusual Value must be completed prior to any service being performed by the mover. Should this statement pertaining to articles of extraordinary or unusual value not be made by the shipper prior to the move, the mover's liability will be limited to a maximum of \$100 per pound for any item(s) damaged or lost. All items considered to be of an extraordinarily high value item or is valued at more than \$100.00 per lb per article or has a value of over \$1,000.00 per item MUST be declared to the carrier and in writing placed on the Extraordinary High Value Items section on the face hereof. To be considered properly protected, these items MUST be packed properly per the carrier's company policy or if over \$3,000.00 must be crated properly with a wooden crate both of which will be provided at the expense of the shipper. Failure to properly protect these items may result in the denial of any claimed damage.</p>
<p>SECTION 3: OWNERSHIP OF GOODS- The shipper represents and warrants that the property consists of household goods only and that no combustible or flammable material is included and that they are the rightful and legal owner of the property being transported and/or stored and/or has the full authority to authorize the transportation and/or storage of the possessions in accordance with the terms and conditions hereof. The shipper agrees that they will indemnify the carrier in the event that the possessions being transported are involved in any litigation brought forth as a result of being in possession of said property or any portion thereof.</p>
<p>SECTION 4: BUILDING FIRE- WATCHMAN- The carrier does NOT represent that its building(s) are fireproof or that their buildings cannot be destroyed by fire. Further, the carrier does not represent that they maintain a 24 hour watchman and that failure to provide a 24 hour watchman is not considered to be negligent.</p>
<p>SECTION 5: PAYMENT TERMS- Any open invoices or charges due for the relocation of this shipment must be paid prior to the unloading of the truck at destination or at the receipt for storage which may include additional charges for handling the shipment at the carrier's warehouse. Any storage fees will accrue monthly and must be paid one month in advance. The shipper is responsible for any parking tickets issued to the carrier while servicing this shipment. Shipper agrees to pay any such citation received which will be added to the total charges and is due upon delivery or departure whichever occurs first. 20% of the estimated balance is due at the time of reservation by Credit Card, Cash, Postal Money Order, Certified Cashier's Check, Wire Transfer or Western Union. At pickup, 50% of the estimated balance is due by Credit Card, Cash, Postal Money Order, Certified Cashier's Check, Wire Transfer or Western Union. At delivery, the remaining estimated balance must be paid in full prior to unloading the truck by Credit Card, Cash, Postal Money Order, Certified Cashier's Check, Wire Transfer or Western Union. All personal checks returned due to insufficient funds will be subject to a returned check fee of \$50.00. All Credit Card payments are subject to an administrative fee of 3.75% of the transaction amount. Any fees associated with the payment method such but not limited to the Western Union money receiving fee must be covered by the shipper or the carrier is not obligated to accept that payment.</p> <p>(a) If credit is extended by the carrier by agreeing to issue a bill to the shipper's employer or other party and any or all of the charges are left unpaid, the shipper and/or owner of the goods or recipient of the service acknowledges and agrees that they are liable for the payment of all unpaid charges.</p>
<p>SECTION 6: LIENS- The carrier, by receiving the property for transportation and/or storage shall have a general lien placed upon the property involved in the transportation and/or storage for all charges resulting in the transportation and/or storage including but not limited to the transportation charges, storage fees, wrapping of articles, moth treatment, preservation of the articles, labor, weighing, advanced charges, interest, insurance, etc. in addition to any charges resulting in the requirement of advertising or providing a notice of the sale of the articles placed in the carrier's possession due to unpaid charges or any additional costs that are considered to be a reasonable expense and are considered to be recoverable under the Kentucky Commercial Code or Civil Code provisions for collecting or enforcing the carrier's lien or defending itself against any litigation. Should a sale of the property be required, the carrier will withhold an amount to cover the cost of all unpaid charges and the interest accrued at the legal rate per month which will accrue monthly in addition to any attorney's fees that may be required.</p>
<p>SECTION 7: CLAIMS FOR LOSS OR DAMAGE- NOTICE, please inspect your goods promptly. The shipper shall notify the carrier or its agent of any lost or damaged articles as soon as practical. If the shipper is requesting compensation for the lost or damaged articles, the shipper must file a proper claim in writing with the carrier within nine (9) months from the date of delivery in accordance with the carrier's applicable tariff. Any liability of the carrier or an insurance company is subject to the compliance of the shipper with the carrier's applicable tariff.</p>
<p>SECTION 8: JURISDICTION- If a situation arises in which a settlement cannot be reached or a dispute between the carrier and the shipper arising out of or in connection with this agreement cannot be resolved through the carrier's claims policy, both parties hereby agree to submit all their disputes to the exclusive jurisdiction of the courts of Jefferson County, KY. Any suit filed against the carrier must be instituted in the courts of Jefferson County, KY within two (2) years and one (1) day from the date the carrier or its third party claims company notifies the shipper or its designated representative of the denial of a claim or parts thereof or of a settlement offer that has not been agreed to by the shipper. Suits involving disputes resulting of intrastate relocation (within the state of Kentucky) must be limited to the governing state regulations. Shipper may only bring suit in a circuit or county court in and for Jefferson County, KY. Both parties consent to and agree given the relationship of the state that such a requirement is reasonable and lawful.</p>

Kentucky HHG Transportation Tariff Appendix B

EYD517 - Issue Date	Elite Moving & Packing 908 Lily Creek Road Ste. 103 Louisville, KY 40243 Phone 502-822-4038 Fax 502-822-4039 Bulky Articles & Price List	Truck # Order for Service Invoice Job #
Shipper's Information		
Shipper		Consignee
Address		Address
Apt. No.		Apt. No.
City	State	Zip
City	State	Zip
Phone	Phone	Phone
Phone	Phone	Phone
Contact Person En Route		Phone
Important Dates		
Pack Date(s)	Agreed P.U. Date(s)	Actual P.U. Date
Agreed Del. Date(s)	Actual Del. Date	Guaranteed Del. Date
Guaranteed Service Date(s)		
Bulky Article List		
Article Price	Quantity	Total Charges
Customer Authorization		
Upright Piano	\$100.00	\$
Baby Grand Piano	\$275.00	\$
Grand Piano	\$500.00	\$
Motorcycle	\$200.00	\$
Golf Cart	\$175.00	\$
Dirt Bike -ATV	\$225.00	\$
Push Lawnmower	\$40.00	\$
Riding Lawnmower	\$95.00	\$
Scoter	\$75.00	\$
Jacuzzi (Up to 4 persons)	\$750.00	\$
Jacuzzi (6 persons & Up)	\$1,000.00	\$
Kayak	\$50.00	\$
Canoe	\$50.00	\$
Small Aquatuna (Under 50 Gal.)	\$225.00	\$
Large Aquatuna (Over 50 Gal.)	\$475.00	\$
Small Safe (Under 200 lbs.)	\$75.00	\$
Large Safe (Over 200 lbs.)	\$175.00	\$
Pool Table (Up to 6' Without Glass)	\$100.00	\$
Pool Table (6' & Up With Glass, must be very good)	\$250.00	\$
Vending Machine	\$100.00	\$
Video Game Machine	\$100.00	\$
Grandfather Clock (Up to 100 lbs.)	\$25.00	\$
Grandfather Clock (100 lbs. & Up)	\$100.00	\$
Specialty Clock	10% of clock value	\$
Small Miscellaneous Bulky Article	\$100.00	\$
Medium Miscellaneous Bulky Article	\$200.00	\$
Large Miscellaneous Bulky Article	\$300.00	\$
Other	\$	\$
Other	\$	\$
Other	\$	\$
Disassembly and Reassembly		
Hourly Rate	Total Hours	Total Charges
Customer Authorization		
Per Man Per Hour	\$84.00 per hr	X hrs \$
Service Acknowledgement		
Subtotals		Charges
If the customer or its designated representative hereby request the special handling services listed herein I understand that the prices listed do not include any packing service or materials. I accept and agree to pay all charges as outlined on this document.		Total Bulky Article Charges \$
		Total Bulky Article Charges Due \$
Shipper's Signature	Date	Customer's Signature
		Date

Kentucky HHG Transportation Tariff Appendix D

KY DMT # Issue Date	<h2 style="margin: 0;">Elite Moving & Packing</h2> 908 Lily Creek Road Ste 103 Louisville, KY 40243 Phone 502-822-4038 Fax 502-822-4039 Special Services Price List Shipper Information	Track # Order for Service / Invoice / Job #			
Shipper Information					
Shipper Name		Consignee Name			
Address		Apt No			
Address		Address			
Apt No		Apt No			
City	State	Zip			
City	State	Zip			
Phone	Phone	Phone			
Phone	Phone	Phone			
Contact Person En Route		Phone			
Important Dates					
Pack Date(s)	Agreed P U Date(s)	Actual P U Date			
Agreed Del. Date(s)	Actual Del. Date	Guaranteed Del. Date			
		Guaranteed Service Date(s)			
Service List / Details					
Service Pricing / Details		Service Location		Charges	
Long Carry (100 ft. Max)	\$100.00 per Location X _____ Locs	Pickup	Delivery	\$	
Elevator (Up to 10 floors)	\$100.00 per Location X _____ Locs	Pickup	Delivery	\$	
Shuttle (Minimum \$175.00)	\$0.15 per Lb X _____ Lbs = \$ _____ + Van or Rental Fee \$	Pickup	Delivery	\$	
Storage In Transit	\$225.00 per Day X _____ Days	Pickup	Delivery	\$	
Storage Handling (Min. 2 hrs.)	\$100.00 per hr X _____ hrs	Pickup	Delivery	\$	
Extra Stop (Up to 50 Mts.)	\$84.00 + \$84.00 per Hr X _____ Hrs.	Pickup	Delivery	\$	
Extra Stop (Up to 50 Mts.)	\$84.00 + \$84.00 per Hr X _____ Hrs.	Pickup	Delivery	\$	
Extra Movers (2 Men)	\$30.00 Per Man Per Hr	Start Time	End Time	Pickup	
Extra Movers (2 Men & Up)	\$25.00 Per Man Per Hr	Start Time	End Time	Delivery	
Extra Van (Min. 1 Hr. Travel Time)	\$50.00 Per Van + \$84.00 per Hr X _____ Hrs.	Pickup	Delivery	\$	
Extra Labor Packages (Min 2 Hrs.)	1 Man + 1 Van \$42.00 Per Hr X _____ Hrs.	Pickup	Delivery	\$	
Extra Labor Packages (Min 2 Hrs.)	2 Men + 1 Van \$84.00 Per Hr X _____ Hrs.	Pickup	Delivery	\$	
Extra Labor Packages (Min 2 Hrs.)	3 Men + 1 Van \$126.00 Per Hr X _____ Hrs.	Pickup	Delivery	\$	
Extra Labor Packages (Min 2 Hrs.)	2 Men + 2 Vans \$160.00 Per Hr X _____ Hrs.	Pickup	Delivery	\$	
Extra Labor Packages (Min 2 Hrs.)	3 Men + 2 Vans \$185.00 Per Hr X _____ Hrs.	Pickup	Delivery	\$	
Redelivery (Min. \$24.00)	\$150.00 + \$84.00 per Hr X _____ Hrs.	Pickup	Delivery	\$	
Waiting Time (30 Mins. Free, Per 15 Mins.)	\$21.00 per 15 Mins X _____ Q Hrs	Pickup	Delivery	\$	
Waiting Time (8 Hrs. NOT Overnight)	\$672.00	Pickup	Delivery	\$	
Overnight Waiting	\$1,200.00 per nt X _____ nts.	Pickup	Delivery	\$	
Trash Disposal	15% of packing cost subject to prepaid packing by carrier	\$		\$	
Special Services Subtotal:				\$	
Additional Information for Services Selected Above					
Extra Stop	P U	Del	Address:	\$84.00 / Hr X _____ Hrs. (Up to 50 mts.)	
Extra Stop	P U	Del	Address:	\$84.00 / Hr X _____ Hrs. (Up to 50 mts.)	
Acknowledgements and Total Charges					
I, the shipper or its designated representative, hereby declares that I have the full authority to enter into this agreement with the carrier or its agents and that I will be jointly or severally responsible for all charges listed here on. I formally request that all of the services indicated to be performed in order for the carrier or its agent to provide proper service for my shipment. I understand that I am fully responsible for any and all parking tickets issued to the carrier while servicing my shipment and that these services I am ordering are in addition to my transportation costs. I agree that I will pay for all charges or tickets as outlined in this document. I understand and agree that the carrier has the right to collect 15% of all special service charges due in addition to the 100% of a binding estimate or 110% of a non-binding estimate due to unpracticable operations.				Subtotal Charges:	\$
				Parking Tickets (if Applicable)	\$
				Grand Total Charges:	\$
				Discount (if applicable) _____ %	\$ -
				Total Amount Due	\$
Shipper Signature		Date		Carrier Signature	
				Date	

IMPORTANT NOTICE TO SHIPPERS OF HOUSEHOLD GOODS

This notice is furnished in compliance with rules of the Kentucky Department of Transportation, Frankfort, Kentucky.

The Kentucky Department of Transportation requires that this notice and accompanying general information be furnished to all prospective shippers of household goods in intra-state commerce. Before completing arrangements for the shipment of your household goods, all of the information herein should be considered carefully by you. **ESTIMATES** Movers are not permitted to provide a binding estimate for a residential move. Non-binding estimates are given after a visual survey is performed and is not to be considered a bid, or a contract. Selecting a mover based on the lowest estimated cost will not assure you the lowest cost move. Regardless of any estimate, the actual weight of your goods, or the actual time required to move your goods, and the amount of packing and other services performed by the mover, will determine the final amount you must pay for moving. All estimates are now required to be in writing. Do not accept any verbal approximation of the charges.

CARRIER RESPONSIBILITY FOR LOSS AND DAMAGE: Every shipper must, as a condition precedent to the provision of service by the mover, provide an accurate and honest declaration of total value on the mover's Bill of Lading. 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 shipper;
- (b) From defect or inherent vice of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity or changes therein;
- (c) From (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (A) by any government or sovereign power, or by any authority maintaining or using military, naval or air forces; or (B) by military, naval or air force; (C) by an agent of any such government, power, authority or forces; (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war; (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such occurrence; (4) seizure or destruction under quarantine or customs regulations; (5) confiscation by order of any government or public authority; or (6) risk of contraband or illegal transportation or trade;
- (d) (1) For shipments of household goods as defined in KRS-281 from strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any person or persons taking part in any such occurrence or disorder. (2) For shipments of household goods as defined in KRS-281 from delay caused by strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any person or persons taking part in any such occurrence or disorder, and loss or damage when the carrier, after notice to shipper or consignee of a potential risk of loss or damage to the shipment from such causes, is instructed by the shipper to proceed with such transportation and/or delivery, notwithstanding such risk.
- (e) From acts of God.

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

The carrier's maximum liability shall be either:

- (1) The amount of the actual loss or damage not exceeding \$1.25 times the actual or constructive weight (in pounds) of the shipment, or the lump sum declared value, whichever is greater; or Replacement Value if the shipment is released at \$3.50 times the actual or constructive weight in pounds of the shipment.
- (2) The actual loss or damage not exceeding sixty (60) cents per pound of the weight of any lost or damaged article when the shipper has released the shipment to carrier, in writing, with liability limited to sixty (60) cents per pound per article.

ARTICLES OF EXTRAORDINARY OR UNUSUAL VALUE: All items included in your shipment that are considered to be of extraordinary (unusual) value must be specifically identified and the carrier must be advised that they are included in the shipment. Items of extraordinary value are defined as those having a value greater than \$100 per pound. Typical household goods items that frequently have a value in excess of \$100 per pound are: coins, jewelry, precious metals, precious or semi-precious stones or gems, gold, silver or platinum articles including silverware and service sets, china sets, crystal or figurines, fur or fur garments, antiques, oriental rugs or tapestries, rare collectible items or objects of art, computer software programs, manuscripts or other rare documents. Of course, other items may also fall in this category and must be identified as well. An Inventory of Articles of Extraordinary or Unusual Value, Form C70993, must be completed prior to any service being performed by the mover. Should this statement pertaining to articles of extraordinary or unusual value not be made by the shipper prior to the move, the mover's liability will be limited to a maximum of \$100 per pound for any item(s) damaged or lost.

PACKING, UNPACKING AND CONTAINERS. You may choose to have the mover perform all or a portion of the packing necessary to provide protection for your fragile items. Charges for these services are on a "per container" basis and are available from your mover upon request. However, the carrier is not responsible for damage resulting from faulty packing you perform. Moving company personnel may inspect the cartons you have packed prior to loading the van, and if after inspection, it is their opinion that articles are improperly packed or that the cartons are susceptible to damage, the mover may refuse to load the cartons until the questionable items are repacked by the mover, or removed from the shipment. There would be additional charges for any packing services performed by the mover.

NOTIFICATION OF CHARGES AND DELAY. The mover is required to notify you by telephone or telegram of any delays in delivery. The mover is also required to notify you of the amount of the charges if you request it or if they exceed the estimate by more than 10% or \$25, whichever is greater. Be sure to provide the mover an address and/or a telephone number where such notifications can be received. The mover's tariff specifies a waiting time charge for delays not the fault of the mover; therefore, you should plan to be at origin and destination on or before the agreed upon pickup and delivery times.

BILL OF LADING CONTRACT. The bill of lading is the contract between you and the mover. The mover is required by law to prepare a bill of lading for every shipment it transports. It is your responsibility to read the bill of lading before you sign it. If you do not agree with something on the bill of lading, do not sign it until you are satisfied that the bill of lading shows what service and type and amount of protection you want. The bill of lading requires the mover to provide the service you have requested and you must pay the mover the charges for the service.

PAYMENT: At the time of payment for the transportation charges, the mover must provide a freight bill identifying the service provided and the charge for each service. Unless credit arrangements have been made prior to moving day, you will be expected to pay the total charges appearing on the freight bill at the time of delivery. It is customary for movers that freight charges must be paid in cash, by certified check, or money order. Some movers permit payment of freight charges by use of a credit card. However, these arrangements must be made with your mover prior to moving day. Ask your mover at the time the estimate is made.

CLAIM FOR LOSS OR DAMAGE: All claims for loss and damage must be filed in writing with the mover within nine months of the date of delivery. The mover is required to acknowledge claims within 30 days and to either pay, decline or make a firm compromise settlement offer within 120 days of receipt. Any suit must be instituted within two years and one day after the date on which a written denial has been made by the mover. The Kentucky Department of Transportation has no authority to compel movers to settle claims and will not undertake to determine whether the basis for or the amount of a claim is proper, nor will it attempt to determine if the mover is liable for such loss or damage.

TARIFFS: These are publications, in book form, containing the rates, charges, and rules of the carriers. In determining the charges on your shipment, the carrier serving you must apply the provisions of the tariff on file with the Kentucky Department of Transportation, Division of Motor Carriers that pertains to the movement of household goods. Tariffs on file are open to public inspection.

RECEIPT

In accordance with the rules and regulation of Kentucky Department of Transportation,

I _____, of _____
(Name of Shipper) (Address of Shipper)

have received this required notice from my carrier, **Elite Moving & Packing 908 Lily Creek Road Ste. 103 Louisville, KY 40241**

(Signature of Shipper) (Date)