

PROFESSIONAL RELOCATION TARIFF

Moving Out, Inc.

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MOVING OUT, INC.
PROFESSIONAL RELOCATION TARIFF

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Section 1
Operating Rules

Item 101
Application for Tariff

This tariff is applicable for services provided by Moving Out, Inc.
This tariff applies to the transportation of household goods shipments between points in the United States excluding Alaska and Hawaii.

Changes, updates, cancellations, and revisions to these provisions shall be accomplished by reissue of the affected provisions, by supplement, or by electronic transmission. Revisions, authenticity, and effectiveness of affected provisions can be obtained and verified at the following internet web address: www.movingoutarizona.com

Format – This tariff is published and made available to users and subscribers in an electronic format. The tariff contains two components:

1. A printed tariff document that contains the governing rules and regulations and an explanation of the transportation charges and the additional services, if any, that apply, and
2. A calculation to determine Full Tariff charges based on shipment origin, destination, and cubic feet.

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Item 102
Classification of Articles
(Commodity Description)

The description of property to which rates, rules, and regulations apply is as follows: that class of property defined by 49 U.S.C. Section 13102(10), in effect on January 1, 2005, as a commodity under the following commodity descriptions:

1. First-Proviso – Household Goods

HOUSEHOLD GOODS as defined by 49 U.S.C. Section 13102(10). 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/her dwelling and is transported at the request of, and transportation charges are paid to the carrier by, the householder; or
- b. arranged and paid for by another party.

2. Second-Proviso – Furniture and Fixtures

FURNITURE, FIXTURES, EQUIPMENT, AND THE PROPERTY OF STORES, OFFICES, MUSEUMS, INSTITUTIONS, LABORATORIES, 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.

NOTICE: The released rates authority conferred by Surface Transportation Board Decision No. MC – 999, Amendment No. 4, decided December 18, 2001, does not extend to Second-Proviso Commodities described above. Any carrier limitation of liability applicable to those commodities must be established by shipper declaration or agreement with the carrier

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Item 103
Bill of Lading and Rates

Unless otherwise provided in this tariff, when property is transported subject to the provisions of this tariff (or amendments thereto) the acceptance and the use of the Uniform Household Goods Bill of Lading, as described herein, is required.

1. If the bill of lading is issued on the order of the shipper (or his/her agent) in exchange or substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the limits of liability, in or in connection with such prior bill of lading, shall be considered a part of the original bill of lading as fully as if the same were written or made in connection with the original bill of lading.

Any alteration, addition, or erasure made on a bill of lading without a special notation thereon by the agent of the carrier issuing the bill of lading shall be without effect, and the bill of lading shall be enforceable according to its original tenor.

2. The rates and charges shown herein are liability limited only, as provided by common law and by the laws of the United States and the several states insofar as they apply, but subject to the terms and the conditions of the Uniform Household Goods Bill of Lading insofar as such terms and conditions are not inconsistent with such common carrier's liability.
3. All rates and charges herein are dependent on the shipment being released in accordance with the provisions of Item 301 of this tariff.

Except when transportation is performed under the provisions of Item 102 (2) of this tariff, the following Contract Terms and Conditions apply to all transportation performed by Moving Out, Inc., in addition to all other rules, regulations, rates, and charges in this and other applicable tariffs, which are available for inspection at the Moving Out, Inc.'s home office.

This contract is subject to all the rules, regulations, rates, and charges in Moving Out Inc.'s currently effective applicable tariffs – including, but not limited to, the following terms and conditions:

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SECTION 1

Moving Out, Inc. shall be liable for physical loss and/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:

1. From an act, omission, or order of the shipper;
2. From defect or inherent vice of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity or changes therein;
3. From
 - a. Any act of war, whether in time of peace or war, by any agent of any government, power, authority, or forces;
 - b. Any weapon of war employing atomic fission or radioactive force whether in time of peace or war;
 - c. Any insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental forces in hindering, combating, or defending against such an occurrence;
 - d. Confiscation by order of any government or public authority; or
 - e. Risks of contraband or illegal transportation or trade.
 - f. Seizure or destruction under quarantine or customs regulations;
4. From terrorist activity, including action in hindering or defending against an actual or expected terrorist activity. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. The term “terrorist activity” means any activity which is unlawful under the laws of the United States or any State and which involves any of the following:
 - a. The hijacking or sabotage of any means of conveyance, warehouse, or other building;
 - b. An assassination;
 - c. Kidnapping, and /or threatening to kill, injure, or continue to detain, another individual in order to compel a third person (including a governmental organization) to do or abstain from doing any act as an explicit or implicit condition for the release of the individual seized or detained.
 - d. The use of any biological, chemical, or nuclear weapon or device, or any firearms, explosives, or dangerous devices with intent to endanger, directly or indirectly, the safety of one or more individuals or to cause substantial damage to property;
or
 - e. An attempt, threat, or conspiracy to do any of the foregoing;
5. From delay caused by strikes, lockout, labor disturbance, riots, civil commotions, or the act of any person, or persons taking part in such an occurrence or disorder, and from loss or damage when, after notifying the shipper or consignee of a potential risk of loss or damage to the shipment from such causes, Moving Out, Inc. is instructed by the shipper to proceed with such transportation and/or delivery, notwithstanding such risk.
6. From Acts of God.

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SUBJECT, In addition to the foregoing, Moving Out, Inc.'s maximum liability shall be sixty (60) cents per pound of the weight of any lost or damaged articles the shipper has released to Moving Out, Inc. by signing Moving Out, Inc.'s waiver and release agreement.

SECTION 2

Moving Out, Inc. shall not be liable for delays caused by highway obstruction, or faulty or impassable highways, or lack of capacity of any highway, bridge, or ferry, or caused by breakdown or mechanical defect of vehicles or equipment; or from any cause other than Moving Out Inc.'s own negligence; nor shall Moving Out, Inc. be bound to transport by any particular schedule, means, vehicle or otherwise than with reasonable dispatch. Moving Out, Inc. shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination.

SECTION 3

1. The shipper, upon tender of the shipment to Moving Out, Inc., and the consignee, upon acceptance of delivery of shipment from Moving Out, Inc., shall be liable, jointly and severally, for all unpaid charges payable on account of a shipment in accordance with applicable tariffs – including, but not limited to, sums advanced or disbursed by Moving Out, Inc. on account of such shipment. The extension of credit to either shipper or consignee for such unpaid charges shall not thereby discharge the obligation of the other party to pay such charges in the event that the party to whom credit has been extended fails to pay such charges.
2. The shipper shall indemnify Moving Out, Inc. against loss or damage caused by inclusion in the shipment of explosives or dangerous articles or goods.

SECTION 4

If, for any reason other than the fault of Moving Out, Inc., delivery cannot be made at the address shown on the face hereof, or at any changed address of which Moving Out, Inc. has been notified, Moving Out, Inc., at its option, may cause articles contained in the shipment to be stored in a warehouse or storage facility selected by it at the point of delivery or at other available points, at the cost of the owner, and subject to a lien for all accrued tariff charges.

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SECTION 5

1. If a shipment is refused by the consignee at destination, or if shipper, consignee, or owner of property fails to receive or claim it within fifteen (15) days after written notice by United States mail addressed to the shipper and consignee at post office addresses shown on the face hereof, or if shipper fails or refuses to pay applicable charges in accordance with Moving Out, Inc.'s applicable tariff, Moving Out, Inc. may sell the property at its option, either a. upon notice in the manner authorized by law, or
2. at public auction to highest bidder for cash at a public sale to be held at a time and place named by Moving Out, Inc., thirty (30) days notice of which sale shall have been given in writing to the shipper and consignee, and there shall have been published at least once a week for two consecutive weeks in a newspaper of general circulation at or near the place of sale, a notice thereof containing a description of the property as described in the bill of lading, and the names of the consignor and consignee.

The proceeds of any sale shall be applied toward payment of tariff charges applicable to the shipment and toward expenses of notice, advertising and sale, and of storing, caring for, and maintaining property prior to sale, and the balance, if any, shall be paid to the owner of the property, provided that any perishable articles contained in said shipment may be sold at public or private sale without such notices, if, in the opinion of Moving Out, Inc., such action is necessary to prevent deterioration or further deterioration.

SECTION 6

As a condition precedent to recovery, a claim for any loss or damage, injury, or delay, must be filed in writing with Moving Out, Inc. within thirty (30) days after delivery to consignee as shown on face hereof, or in case of failure to make delivery, then within thirty (30) days after a reasonable time for delivery has elapsed; and suit must be instituted against Moving Out, Inc. within one (1) year and one (1) day from the date when notice in writing is given by Moving Out, Inc. to the claimant that Moving Out, Inc. has disallowed the claim or any part or parts thereof specified in the notice. Where a claim is not filed or suit is not instituted thereon in accordance with the foregoing provisions, Moving Out, Inc. shall not be liable, and such a claim shall not be paid.

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Item 104
Weighing and Weights

As Moving Out, Inc. transports shipments based on cubic feet, rather than weight, no weighing is necessary. Moving Out, Inc. may, at their discretion, obtain a gross vehicle weight on a scale meeting the definition of a certified scale, as provided in 49 CFR 375.1. These weights are obtained for Moving Out, Inc.'s purposes only and have no bearing on the binding or non-binding estimate of the shipment.

Item 105
Marking or Tagging Freight

1. Articles of fragile or breakable nature must be properly packed.
2. Packages containing fragile articles or articles consisting wholly or in part of glass, when packed by the shipper (or his/her agent), must be marked by plain and distinct letters designating the fragile character of contents.
3. When articles of furniture consisting wholly or in part of glass are covered or wrapped by the shipper (or his/her agent), such articles must be wrapped in a manner to clearly expose glass surfaces or glass portions.
4. Where articles are not packed or are packed improperly, crated or boxed and by reason thereof the articles not packed or contents of containers are more susceptible to damage, Moving Out, Inc. shall arrange to have such articles properly packed at charges shown in this tariff.
5. Upon request of the shipper (his or her agent), Moving Out, Inc. shall prepare a second inventory of the shipment, which shall include itemized contents of each container packed by Moving Out, Inc. and shall show thereon, if requested by the shipper, the valuation of each article as furnished by the shipper (or his/her agent). Charges for this second inventory shall be at the rates provided in Item 202 (Extra Labor).

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Item 106
Cancellation of Tariff Pages, Items, or Portions Thereof

When this tariff is amended, a new version shall be posted on Moving Out, Inc.'s website with a summary of changes presented. Reference made herein to Items or pages in this tariff shall include reference to the issue and effective date of the tariff.

Item 107
Governing Publications

This tariff is governed by the following publications:

Title	Issuing Agent	Designation
National Zip Code Directory	U.S. Postal Service (USPS)	None
Mileage Guide	Google Maps	Mileage

The application of this tariff is governed by the mileage between origin and destination. As taken from Google Maps.

Note 1: The application of specific distance-based item **(Item 203, Shuttle Service, and Items 205 and 206, relating to pickup and delivery transportation charges on storage-in transit shipments)** is also governed by the Mileage Guide as provided herein.

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Item 108
Collection of Charges, Prepayment

1. Moving Out, Inc. shall not deliver or relinquish possession of property transported by it until the estimated charges (either the total binding estimate amount or up to 110% of the nonbinding estimate amount) have been paid in cash, cashiers check or money order (or corporate checks with prior approval), based on the following:
On a binding estimate; the maximum amount is the exact estimate of the charges, plus the cost of any additional services the shipper requested after the contract was executed that were not included in the estimate, and any charges for impracticable operations, not to exceed 15% of all other charges due at delivery, except
 - a. Where other satisfactory arrangements have been made between Moving Out, Inc. and the consignor or consignee, in accordance with the rules and regulations of the Department of Transportation; or
 - b. When delivery is made pursuant to Paragraph 3 on a non-binding estimate, the maximum is the amount of the estimate plus 10% of that amount. The balance due, if any, is deferred for 30 days.

2. The following conditions shall apply for balance-due shipments or when satisfactory arrangements for credit have been made between Moving Out, Inc. and the consignor or consignee, in accordance with rules and regulations of the Department of Transportation:
 - a. The free credit period shall extend 7 days, excluding Saturdays, Sundays and legal holidays, from the first 12 o'clock midnight following the presentation of the bill by Moving Out, Inc. or deposit of same in the U.S. mail. In case of dispute as to the time of mailing, the postmark shall be accepted as showing such time.
 - b. Except as provided in exception below, when Moving Out, Inc.'s bill has not been paid within the free credit period, credit shall automatically be extended to a total of 30 calendar days, which shall include the free credit period, and the shipper shall be assessed a service charge by Moving Out, Inc. equal to 2.0 percent of the amount of Moving Out, Inc.'s bill, subject to a \$20.00 minimum charge for each 30-day period that the charges remain unpaid.
 - c. Moving Out, Inc.'s bill shall state separately the total charges due during both the free credit period and the extended credit period.
 - d. The mailing by the shipper of valid corporate checks within the credit period allowed such shipper is deemed to be the collection of the tariff charges within the credit period for the purpose of this Item. In case of dispute as to the time of mailing, the postmark shall be accepted as showing such time.
 - e. Moving Out, Inc. shall not grant credit to any shipper who fails to pay a duly presented bill within the 30-day period, unless and until such shipper affirmatively satisfies Moving Out, Inc. that all future bills duly presented shall be paid strictly in accordance with the rules and regulations prescribed by the Department of Transportation for the settlement of carrier rates and charges.

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3. Subject to the foregoing paragraphs (except Paragraph 3 shall not apply), provision for payment of charges on storage-in-transit shipments is contained in Item 207.

Note 1: Please see Item 115 for Definition of Holidays

Note 2: Please see Item 117 for provisions governing Collection of Freight Charges on Household Goods Shipments Involving Loss of Destruction in Transit.

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Item 109

Rates: Local Rates, Intrastate Rates, Interstate Rates

1. LOCAL RATES

a. Hourly Moving Rates

- Two men and a truck = \$85 to \$95 plus travel time.
- Three men and a truck = \$105 to \$115 plus travel time.
- Four men and a truck = \$125 to \$135 plus travel time.
- Four hour minimum on services with a truck.

b. Labor Services Only

- Movers without truck are \$22.00/hr per man.
- Three hour minimum on services without a truck.

c. New Furniture Delivery Charges

- One man with truck is \$50/hr
- Two hour minimum on one man with a truck.

2. INTRASTATE RATES (within AZ)

Moves to cities within the state of Arizona will be based on the Local Rates, with travel time or layover charges added to the base price.

3. INTERSTATE RATES

(We base our rates to and from the Prescott and the Tri-city area.)

+ SOUTHWEST-

Southern California, Las Vegas, New Mexico, and Texas

- Small Moves, 1-2 bedroom \$1,200 - \$2,400
- Household Moves, 2-3 bedroom \$3,300 - \$4,400
- Large Moves, 4-5 bedroom \$4,400 and up

+ BAY AREA –

San Francisco, San Jose, Oakland, East Bay

- Small moves, 1-2 BR \$2,400 - \$3,300
- Household Moves, 2-3 BR \$3,300 - \$4,400
- Large Moves, 4-5 BR \$4,400 and up

+ PACIFIC NORTHWEST-

Northern California, Oregon, Washington

- Small moves, 1-2 BR \$2,800 - \$3,800
- Household Moves, 2-3 BR \$3,800 - \$5,200
- Large Moves, 4-5 BR \$5,200 and up

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+ MOUNTAIN STATES –

Colorado, Utah, Montana, and Wyoming

- Small moves, 1-2 BR \$2,800 - \$3,800
- Household Moves, 2-3 BR \$3,800 - \$4,200
- Large Moves, 4-5 BR \$3,800 and up

+ MIDWEST –

Missouri, Dakotas, Iowa, Nebraska, Minnesota

- Small moves, 1-2 BR \$3,200 - \$4,200
- Household Moves, 2-3 BR \$3,800 - \$4,800
- Large Moves, 4-5 BR \$4,800 and up

+ GREAT LAKES REGION –

Illinois, Michigan, and Minnesota

- Small moves, 1-2 BR \$3,200 - \$4,200
- Household Moves, 2-3 BR \$4,200 - \$7,200
- Large Moves, 4-5 BR \$7,200 and up

+ SOUTHEAST –

Carolinas, Florida, Louisiana, Tennessee, Kentucky, and Alabama

- Small moves, 1-2 BR \$3,800 - \$4,800
- Household Moves, 2-3 BR \$4,200 - \$7,200
- Large Moves, 4-5 BR \$7,200 and up

+ NORTHEAST –

Maryland, New York, New Jersey, Connecticut, New Hampshire, and Maine

- Small moves, 1-2 BR \$4,500 - \$5,500
- Household Moves, 2-3 BR \$5,500 - \$10,500
- Large Moves, 4-5 BR \$10,500 and up

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Item 110
Minimum Charge

Except as otherwise specifically provided for (or amended) in this tariff, shipments based on time will be charged a 4 hour minimum.

Item 111
Warehouse Pickup and Delivery Service

Except as otherwise provide herein, when a shipment is **delivered to or picked up at a warehouse (including self-storage/mini-warehouse locations)** the charges for transportation include the loading into or unloading out of the specific units at the storage location, or from the dock at a warehouse location.

Item 112
Prohibited and Restricted Articles

1. Moving Out, Inc. shall not accept for shipment:
 - a. Any property that is liable to contaminate or otherwise damage equipment or other property;
 - b. Articles which cannot be taken from the premises without damage to the article or the premises.
 - c. Perishable articles, including frozen foods, articles requiring refrigeration, or perishable plants, except as provided in Paragraphs 2, 3, and 4 below.
2. Frozen food shall be accepted for transportation provided:
 - a. The food is contained in a freezer which, at the time of loading, is a normal deep-freezer temperature.
 - b. The shipment is to be transported no more than 150 miles and/or delivery accomplished within twenty-four (24) hours from time of loading.
 - c. No storage of the shipment is required.
 - d. No preliminary or en route servicing by use of dry ice, electricity, or other preservative methods is required of Moving Out, Inc.
3. Perishable plants shall be accepted for transport provided:
 - a. The shipment is transported not more than 150 miles and/or delivery accomplished within twenty-four (24) hours from the time of loading.
 - b. No storage is required.
 - c. No preliminary or en route servicing or watering or other preservative method is required of Moving Out, Inc.
4. Moving Out, Inc. shall not be responsible for any perishable article included in a shipment without its knowledge.

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5. Moving Out, Inc. shall not accept for shipment - under any circumstances - tanks or bottles designed to contain butane or propane (LP), including tanks and containers for gas barbecue grilles, torches, tools, or appliances. This prohibition also includes tanks or bottles that have been certified as empty.
6. Explosives or other dangerous articles shall not be accepted for transportation or transported.
7. When Moving Out, Inc. or its agent believes that it is necessary for the contents of packages to be inspected; Moving Out, Inc. or its agent shall make or cause such inspection to be made, or require other sufficient evidence to determine the actual character of the property.

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Item 113
Impracticable Operations and Application of Shuttle Service

PART A: IMPRACTICABLE OPERATIONS

Nothing in this tariff shall require Moving out, Inc. to perform any service at any point or location where, through no fault or neglect of Moving Out, Inc., the furnishing of such services is impracticable because:

1. The conditions of roads, streets, driveways, alleys, or approaches thereto would subject operations to unreasonable risk of loss or damage to life or property;
2. Loading or unloading facilities are inadequate;
3. Any force maneuver, war, insurrection, riot, civil disturbance, strike, picketing, or other labor disturbance would:
 - a. Subject operations to unreasonable risk of loss or damage to life or property; or,
 - b. Unreasonable jeopardize the ability of Moving Out, Inc. to render line haul or pickup or delivery or any other service from, to or at other points or locations
4. Moving Out, Inc.'s hauling contractors, employees, or agents are precluded, for reasons beyond Moving Out, Inc.'s control, from entering premises where pickup or delivery is to be made;
5. Local, state, or federal restrictions, regulations, or laws prohibit performance of such services by line haul equipment;
6. When service is impractical for reasons stated in this rule, Extra labor, and Shuttle service will need to take place on an hourly rate basis to complete delivery to residence.

PART B: APPLICATION OF SHUTTLE SERVICE

1. It is the responsibility of the shipper to make his/her shipment accessible to Moving Out, Inc. and to accept delivery from Moving Out, Inc. at a point at which the road haul vehicle may be operated safely.
2. When it is physically impossible for Moving Out, Inc. to perform pickup of a shipment at the shipper's origin address or to complete delivery of the shipment at the 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 – Moving Out, Inc. shall hold itself available at the point of

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pickup 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.

3. Upon request of the shipper, consignee, or owner of the goods, Moving Out, Inc. shall use or engage smaller equipment than its normal road haul equipment and/or provide extra labor for the purpose, if possible, of transferring the shipment between the origin or destination address and the point of transfer to or from Moving Out, Inc.'s road haul equipment. Please refer to Section 2, Item 203, for the application of shuttle and/or extra labor charges on an hourly basis, which shall be in addition to all other transportation charges.
4. If the shipper does not accept the shipment at the nearest point of safe approach by Moving Out, Inc.'s road haul equipment to the destination address, Moving Out, Inc. may place the shipment or any part thereof that is not reasonably possible for delivery, in storage at the nearest public storage facility, subject to a lien for all lawful charges. Moving Out, Inc.'s liability shall cease when the shipment is unloaded into the warehouse, and the shipment shall be considered as having been delivered.
5. All accrued charges on the shipment or any part thereof shall be due and payable upon delivery of same to the warehouse. Any subsequent movement from the warehouse shall constitute a new shipment.

Item 114
Advancing Charges

1. Charges advanced by Moving Out, Inc. for services of others engaged at the request of the shipper or required by federal, state, or local law - including but not limited to:
 - a. Services that Moving Out, Inc. is not qualified to perform safely shall be supported by carrier with a copy of the invoice, documenting services rendered, charges and basis thereof, together with reference to the applicable schedule or tariff if charges are assessed in accordance therewith. The charges so advanced are in addition to, and shall be collected with, all other lawful rates and charges.

All such advance charges shall be supported by paid receipts and apply in addition to all other applicable tariff charges.

2. Charges also shall be advanced by Moving Out, Inc. for expenses that it incurs as a result of services performed that are subject to officially assessed state or local fees or taxes, such as sales taxes, use taxes, and debris disposal or recycling fees. Charges so advanced are in addition to, and shall be collected with, all other lawful rates and charges.

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Item 115
Definition of Holidays

Except as otherwise specifically provided in this tariff, reference to the term “holiday” shall be the date on which such U.S. National or officially declared State holidays are observed.

When a holiday falls on a Saturday, the holiday shall be observed on the preceding Friday. When a holiday falls on a Sunday, the holiday shall be observed on the following Monday.

Charges for holidays in this tariff shall apply only when service is rendered within a State on such observed holiday date.

U.S. Holidays

New Year’s Day– January 1
Martin Luther King, Jr. Day – third Monday in February
President’s Day – third Monday in February
Memorial Day – last Monday in May
Independence Day – July 4
Labor Day – first Monday in September
Columbus Day – second Monday in October
Veterans Day – November 11
Thanksgiving Day – fourth Thursday in November
Christmas Day – December 25
January 20 of each fourth year after 1965 – Inauguration Day at any point in the District
of Columbia only

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Item 116

**Procedures Governing the Processing, Investigation, and Disposition of
Overcharge, Duplicate Payment, or Over Collection Claims**

SECTION 1: APPLICABILITY

The regulations set forth in this rule govern the processing of claims for over-charge, duplicate payment, or over collection for the transportation of property in interstate or intrastate commerce by motor common carriers licensed by the Department of Transportation.

SECTION 2: DEFINITIONS

1. “Carrier” refers to a motor common carrier or freight forwarder licensed by the Department of Transportation
2. “Overcharge” refers to two or more payments for transporting the same shipment. When one or more payment is not in the exact amount of the applicable tariff rates and charges, refunds shall be made on the basis of the excess amount over the applicable tariff rates and charges.
3. “Duplicate payment” refers to two or more payments for transporting the same shipment. When one or more payment is not in the exact amount of the applicable tariff rates and charges, refunds shall be made on the basis of the excess amount over the applicable tariff rates and charges.
4. “Over collection” refers to the receipt by a household goods carrier of a payment in excess of the transportation and/or accessorial charges applicable to a particular shipment of household goods as defined in 49 USC 13102 (10) and 10102 (11) in carrier’s applicable tariffs.
5. “Unidentified payment” refers to a payment which Moving Out, Inc. has received but which the carrier is unable to match with its open accounts receivable or otherwise identify as being due for the performance of transportation services.
6. “Claimant” refers to any shipper or receiver, or its authorized agent filing a request with the carrier for the refund of an over-charge, duplicate payment, or over-collection.

SECTION 3: FILING AND PROCESSING CLAIMS

1. A Claim for over-charge, duplicate payment, or over-collection shall not be paid unless filed in writing with the carrier that collected the transportation charges. The collecting carrier shall be the carrier to process all such claims. When a claim is filed with another carrier that participated in the transportation, that carrier shall transmit the claim to the collecting carrier within 15 days after receipt of the claim. If the

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collecting carrier is unable to dispose of the claim for any reason, the claim may be filed with or transferred to any participating carrier for final disposition.

2. A single claim may include more than one shipment, provided the claim on each shipment involves:
 - a. The same tariff issue or authority or circumstances;
 - b. Single line service by the same carrier; or
 - c. Service by the same interlines carrier.

SECTION 4: FILING AND PROCESSING CLAIMS

1. Claims for over-charge, duplicate payment, or over-collection shall be accompanied by sufficient information to allow the carrier to conduct an investigation and pay or decline the claim within the time limitations set forth in Section 8. Claims shall include the name of the claimant, its file number, if any, and the amount of the refund sought to be recovered, if known.
2. Claims for overcharge shall be accompanied by the original freight bill; additional information may include, but is not limited to, the following:
 - a. The rate, classification, or commodity description or weight claimed to have been applicable.
 - b. Complete tariff authority for the rate, classification, or commodity description claimed.
 - c. Freight bill payment information.
 - d. Other documents or data which is believed by claimant to substantiate the basis for its claim.
3. Claims for duplicate payment and over-collection shall be accompanied by the original freight bill(s) for which charges were paid and by freight bill payment information.
4. Regardless of the provisions of Paragraphs a, b, and c of this section, the failure to provide sufficient information and documentation to allow the carrier to conduct an investigation and pay or decline the claim within the allowable time limitation shall not constitute grounds for disallowance of the claim. Rather, the carrier shall comply with Section 5. (c) To obtain the additional information required.
5. The carrier shall accept copies instead of the original documents required to be submitted in this section where the carrier is furnished with an agreement entered into by the claimant that indemnifies the carrier for subsequent duplicate claims that might be filed and supported by the original documents.

SECTION 5: INVESTIGATION OF CLAIMS

1. Upon receipt of a claim – whether written or otherwise – the processing carrier shall promptly initiate an investigation and establish a file, as required by Section 6.

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2. If the carrier discovers an over-charge, duplicate payment, or over-collection which has not been the subject of a claim, it shall promptly initiate an investigation and comply with the provisions in Section 9.
3. In the event that the carrier processing the claim requires information or documents in addition to that submitted with the claim, the carrier shall promptly notify the claimant and request the information required. This includes notifying the claimant that a written claim must be filed before the carrier becomes subject to the time limits for settling such a claim under Section 8.

SECTION 6; CLAIM RECORDS

Upon receipt of a claim, the carrier shall create a separate file and assign it a successive claim file number, subsequently noting that number on all documents filed in support of the claim and all records and correspondence with respect to the claim, including the written acknowledgment of receipt required under Section 7. If pertinent to the disposition of the claim, the carrier also shall note that number on the shipping order and delivery receipt, if any, covering the shipment involved.

SECTION 7; ACKNOWLEDGMENT OF CLAIMS

Within 30 days after receiving a written claim, the carrier shall acknowledge its receipt in writing to the claimant – except when the carrier shall have paid or declined the claim in writing within that period. The carrier shall include the date of receipt in its written acknowledgment and also shall enter this date on the face of the written claim, which shall be placed in the file for that claim.

SECTION 8; DISPOSITION OF CLAIMS

Within 120 days after receiving a written claim, the carrier shall pay, decline to pay, or settle the claim – except when the claimant and the carrier agree in writing to a specific extension based on extenuating circumstances. If the carrier declines to pay a claim or makes settlement in an amount different from that sought, the carrier shall notify the claimant, in writing, of the reason(s) for its action, citing tariff authority or other pertinent information developed as a result of its investigation.

SECTION 9; DISPOSITION OF UNIDENTIFIED PAYMENTS, OVER-CHARGES, DUPLICATE PAYMENT, AND OVER-COLLECTIONS NOT SUPPORTED BY CLAIMS

1. The carrier shall establish procedures for identifying and properly applying all unidentified payments. If a carrier does not have sufficient information with which properly to apply such a payment, the carrier shall notify the payer of the unidentified payment within 60 days of receipt of the payment and request information which shall enable it to identify the payment. If the carrier does not receive the information

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requested within 90 days from the date of the notice, the carrier may treat the unidentified payment as a payment of freight charges in fact owed to it. Following the 90-day period, the regular claims procedure under this part shall be applicable.

2. Notice shall be in writing and shall clearly indicate that it is a final notice and not a bill. Notice shall include: the check number, amount, and date; the payer's name; and any additional basic information the carrier is able to provide. The final notice also must inform payer that:
 - a. Applicable regulations allow the carrier to conditionally retain the payment as revenue in the absence of a timely response by the payer; and
 - b. Following the 90-day period the regular claims procedure shall be applicable.
3. Upon a carrier's receipt of information from the payer, the carrier shall, within 14 days:
 - a. Make a complete refund of such funds to the payer; or
 - b. Notify the payer that the information supplied is not sufficient to the unapplied payment and request additional information; or
 - c. Notify the payer of the carrier's determination that such payment was applicable to particular freight charges lawfully due to the carrier.
4. When a carrier that participated in a transportation movement but did not collect the transportation charged, finds that an overpayment has been made, that carrier shall immediately notify the collecting carrier. When the collecting carrier (whether single or joint line haul) discovers or is notified by such a participating carrier that an overcharge, duplicate payment, or over-collection exists for any transportation charge which has not been the subject of a claim, the carrier shall create a file as if a claim had been submitted and shall record in the file the date it discovered or was notified of the over-payment. The carrier that collected the charges shall then refund the amount of the over-payment to the person who paid the transportation charges or to the person who made duplicate payment within 30 days from the date of such discovery or notification.

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Item 117

**Collection of Freight Charges on Household Goods Shipments Involving
Loss or Destruction in Transit and on Shipments Transported on More
Than One Vehicle**

(Please see Note 1)

1. Moving Out, Inc. shall not collect, or require a shipper to pay, any published freight charges when that shipment is **totally** lost or destroyed in transit. The provisions of this item shall apply only to the transportation of household goods as defined in Note 1 below. This item 22 shall not be applicable to the extent that any such loss or destruction is due to the act or omission of the shipper.
2. In the event that any portion, **but less than all**, of a shipment of household goods is lost or destroyed in transit, as a motor common carrier of household goods in interstate commerce Moving Out, Inc. shall, at the time it disposes of claims for loss, damage, or injury to the articles in the shipment, refund that portion of its charges that correspond to that portion of the shipment which is lost or destroyed in transit.

To calculate the charges applicable to the shipment as delivered, Moving Out, Inc. shall multiply the percentage corresponding to the portion of the shipment delivered by the total charges applicable to the shipment as tendered by the shipper. If the charges computed in this manner 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. The provisions 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. Moving Out, Inc. shall determine, at its own expense, the portion of the shipment not lost or destroyed in transit.

3. Whenever a collect-on-delivery shipment of household goods, as defined in Note 1 below, is **transported on more than one vehicle**, Moving Out, Inc. delivering such split or divided shipment shall observe the following requirements of subparagraphs a, b, or c in the collection of the charges:
 - a. At Moving Out, Inc.'s option, 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,
 - b. Providing that the charges for the entire shipment have been determined, Moving Out, Inc. 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,
 - c. In the event that the charges due to Moving Out, Inc. for the transportation of the entire shipment cannot reasonably be determined at the time any portion of the shipment is tendered for delivery, Moving Out, Inc. shall determine and collect the charges for the portion of the shipment being delivered. The total charges assessed by Moving Out, Inc. for the transportation of the separate

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portions of the shipment shall not exceed the charges due for the entire shipment.

4. 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 3 of this item shall also be in conformity with the requirements of paragraphs 1 and 2 of this item.

Note 1: This item applies only to residence-to-residence moves and other shipments transported under paragraph (1) of Item 102, Commodity Description of household goods.

Note 2: This item shall take precedence over corresponding provisions of Item 109 (Payment).

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Item 199

**Explanation of Abbreviations and Reference Marks for Standard Use
Throughout This Tariff**

U.S. State Abbreviations					
<i>Abbr.</i>	<i>State</i>	<i>Abbr.</i>	<i>State</i>	<i>Abbr.</i>	<i>State</i>
AL	Alabama	KY	Kentucky	NE	Nebraska
AK	Alaska	LA	Louisiana	OH	Ohio
AZ	Arizona	MA	Massachusetts	OK	Oklahoma
AR	Arkansas	MD	Maryland	OR	Oregon
CA	California	ME	Maine	PA	Pennsylvania
CT	Connecticut	MI	Michigan	RI	Rhode Island
CO	Colorado	MN	Minnesota	SC	South Carolina
DC	Washington DC	MO	Missouri	SD	South Dakota
DE	Delaware	MS	Mississippi	TN	Tennessee
FL	Florida	MT	Montana	TX	Texas
GA	Georgia	NV	Nevada	UT	Utah
HI	Hawaii	NH	New Hampshire	VA	Virginia
ID	Idaho	NJ	New Jersey	VT	Vermont
IL	Illinois	NM	New Mexico	WA	Washington
IN	Indiana	NY	New York	WI	Wisconsin
IA	Iowa	NC	North Carolina	WV	West Virginia
KS	Kansas	ND	North Dakota	WY	Wyoming

Reference Marks			
<i>Abbr.</i>	<i>Province</i>	<i>Abbr.</i>	<i>Province</i>
ADD or ADD'l	Additional	M.C.	Motor Carrier
A.M. or a.m.	Ante Meridian	MIN.	Minimum
CFT	Cubic Foot Number	O/T	Overtime
COD	Collect on Delivery	Pack/Unpack	Packing or Unpacking
CONC	Concluded	P/D	Pickup or Delivery
CONT	Continued	PK	Packing or Unpacking
CWT	Hundredweight	P.M. or p.m.	Post Meridian
d/b/a	Doing Business As	REG	Regular
DOT	Department of Transportation	STB	Surface Transportation Board
EA	Each	SIT	Storage-in-Transit
EAN	Except As Noted	Thru	Through (inclusive)
EX.P/D	Extra Pickup or Delivery	UN/PK	Unpacking Inc Inclusive
HGB	Household Goods Carrier Bureau	U.S.	United States
Jct	Junction	USPS	United States Postal Service
LB(s)	Pound(s)	W/T	Waiting Time

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Section 2
Rates and Charges

Application of Transportation Charges

The transportation charges in this tariff include the loading of the shipment at the point of origin, vehicle transportation to the point of destination, and the unloading of the shipment at destination; they do not include the Additional Services named in Sections 1 and 2 of this tariff.

The transportation charges apply for the transportation of household goods between points in the 48 continental United States as provided for in Item 101 of the tariff. The charges apply from miles and distance from origin to destination, and volume and work to be performed for each shipment of HHG. Because Moving Out, Inc. uses cubic feet and distance to calculate transportation charges. The transportation charges are calculated based on this information in electronic form, rather than in a paper format.

Application of Additional Services

Except as may otherwise be specifically provided for, the Additional Services rates and charges provided for in this section apply throughout the continental United States and are in addition to all other rates in the tariff.

This section of the tariff describes the application of the Additional Services items.

Notes To Apply:

The transportation charges apply for shipments of Household Goods consisting entirely of articles embraced in Paragraphs 1 and 2 of Item 102.

1. Transportation charges apply based on the distance and cubic feet of the shipment.
2. For contract shipments, rates and charges shall be applied based on the load-from residence date. For non-contract shipments, rates and charges shall be applied based on the date that the shipment is registered in Moving Out, Inc.'s operating system.

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Item 200
General Price Adjustment

A periodic General Price Adjustment (GPA) shall apply on all rates and charges named in this tariff as provided herein.

1. Effective January 1 of each calendar year, the rates and charges in this tariff shall be subject to a General Price Adjustment as determined by the selected U.S. Department of Labor indices for a preceding 12-month annual basing period (e.g., from August to August).
2. Applicable U.S. Department of Labor indices are as reported on the Bureau of Labor Statistics website (www.bls.gov) as follows:
 - a. CPI Index information is based on the Consumer Price Index, for All Urban Consumers (CPI-U), Not Seasonally Adjusted, U.S. City Average, for All Items (less Food and Energy), Series ID `cuur0000SA0L1E`.
 - b. CEU Index information is based on the average hourly earnings of production workers in the National Employment Index for Hours and Earnings, not seasonally adjusted, for Transportation and Warehousing, specialized freight trucking, under NAICS Code 4842, Series ID `ceu4348420008`.
3. The General Price Adjustment shall be based on the increase in the CEU times .41 (representing the labor portion of Moving Out, Inc.'s expenses) plus the increase in the CPI times .59 (representing the reciprocal of .41), as specified in Paragraph 2, from August to August of each subsequent calendar year. For example, the basing period would be August 2006 to August 2007 for the January 1, 2008 adjustment.
4. To determine the General Price Adjustment to apply,
 - First determine the unadjusted indexes (August to August basing period) for each index (CPI and CEU) applicable at the beginning and at end of the specified basing period.
 - Second, to determine the percentage increase in the CEU, subtract the beginning CEU from the ending CEU and divide that answer by the beginning CEU. Multiply that answer by .41.
 - Third, to determine the percentage increase in the CPI, subtract the beginning CPI from the ending CPI and divide that answer by the beginning CPI. Multiply that answer by .59.
 - Finally, add the two weighted subtotals together to determine the GPA percentage increase/decrease to apply. The GPA calculation shall be rounded to nearest tenth of percent according to normal rounding procedures.

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Example:

	August 03	August 04	%change	times	Factor=GPA
CPI Index =	193.50	196.80	1.71	X	59=1.0
CEU Index =	15.11	15.21	0.70	X	.41=0.3
					GPA total=1.3 GPA

The General Price Adjustment (GPA) shall apply for all shipments loading beginning on the following January 1 through December 31.

5. Notwithstanding any other provisions of the tariff, the General Price Adjustment shall not apply to the provisions of Item 301 (Released Shipment Value).

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Item 201
Container Service

Except as otherwise provided, Container Service charges apply at the location where the service is provided when Moving Out, Inc. performs packing, unpacking, debris removal, crating, or uncrating service for the shipment (please see Notes 1, 2)

PART 1 – FULL-SERVICE PACKING

Full-Service Packing includes all of the cartons; containers and packing service required and provided by Moving Out, Inc. to pack the shipment for interstate transportation.

Full-Service Packing rates apply based on the cubic feet of the shipment and include all cartons and containers furnished by Moving Out, Inc. and the packing of such cartons and containers. All cartons and containers remain the property of the consignee. If the consignee (or his/her agent) requests unpacking (which includes disposal of such cartons, if requested), separate rates apply for Full-Service Packing. If Moving Out, Inc. is requested to perform Full-Service Unpacking on a date after the date of delivery, a minimum charge shall apply.

Full-Service Packing charges do **not** include crating service. Please refer to Part 4 of this item for crating service provisions.

The charges in this Part apply based on the hourly rate and the cost of materials.

PART 2 – CUSTOM SERVICE PACKING

Custom Service Packing applies on an hourly rate and a per-carton material cost for individual cartons and containers requested by the shipper (or his/her agent) and provided by Moving Out, Inc. to pack items not packed by the shipper.

Custom Service Packing rates apply on an hourly basis, plus the cost of each individual carton and/or container furnished, and the packing of such cartons and containers furnished by Moving Out, Inc. when the shipper elects to pack a portion but not an entire shipment (Please see notes 4 and 5). All cartons and containers remain the property of the consignee.

Custom Service Packing shall not apply when the shipper has requested Full-Service Packing as described in Part 1 of this item. If the consignee (or his/her agent) requests unpacking (which includes disposal of such cartons, if requested), separate hourly rates for Custom Service Unpacking in addition to the hourly rates for Custom Service Packing. If Moving Out, Inc. is requested to perform Custom Service Unpacking on a date after the date a delivery, a minimum charge shall apply.

Custom Service Packing rates do **not** include crating service; please refer to Part 4 of this item for crating service provisions. In the event that two or more cartons or containers

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must be joined because of the size, shape, or character of the item (s) to be packed, each such container or carton that is so joined shall be counted as one carton for the number of units packed count. For example, if three (3) corrugated containers are joined to pack an oversized painting, the number of containers used for rating purposes would be three (3).

When cartons with a capacity of more than 3 cubic feet are used and no rate is shown for the carton size, the rate shall be based on the next lower size carton indicated.

DESCRIPTIVE APPLICATION OF PARTS 1 AND 2

1. Apply full-Service Packing charges when the shipper elects to have Moving Out, Inc. pack the entire contents of the shipment (or if the shipper plans on self-packing only a few items). For example, if the shipper plans on packing important papers, heirloom silverware, and some of his/her children's toys, he/she should select Full-Service Packing. Full-Service Packing does not apply to items that are not normally packed for transit service, such as items that are blanket-wrapped.
2. Apply Custom Service Packing charges when the shipper elects to pack a portion but not all of the contents of his/her shipment and directs Moving Out, Inc. to pack only selected Items (e.g., breakable, valuable, or fragile Items.) For example, if the shipper plans on packing all of his/her folded clothing, shoes, linens, quilts, pillows, books, pots and pans, flatware, and all of their other non-breakable household items, he/she should select Custom Service Packing.

The shipper shall designate either Full-Service Packing or Custom Service Packing based on these or similar examples and the circumstances of his/her move before packing/loading begin.

PART 3: DEBRIS REMOVAL SERVICE

Debris Removal Charges shall apply when Moving Out, Inc. is requested by the shipper to perform debris removal of unpacked cartons and other assorted articles subsequent to the date of delivery.

Debris removal service performed subsequent to delivery must be performed within thirty (30) days of the delivery date.

Debris removal rates are a flat fee of \$50.00 before 12:00 noon, or \$170.00 after 12:00 noon.

PART 4: CRATING SERVICE

Crating Service charges apply when Moving Out, Inc. is requested to provide crates (specially constructed for mirrors, paintings, glass or marble tops, and/or similar fragile articles) based on the market price of construction materials plus a \$50.00 crating fee. The packing service charge for crates includes the construction and packing of such crates, which remain the property of the consignee.

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In the event that Moving Out, Inc. does not possess qualified personnel to construct such crates, Moving Out, Inc. shall, upon request of the shipper, owner, or consignee, and as their agent, engage a third party to construct such crates. All charges for services provided by third parties must be paid by the shipper and apply in lieu of the crating and/or uncrating charges contained in this item. Such charges shall be advanced by Moving Out, Inc. and billed as an advanced charge in accordance with Item 114 (Advancing Charges).

Note 1: Extra Stops – On shipments picked up or delivered at more than one location, the initial point of origin and the final point of delivery shall be the basis for the determination of rates and charges under this item.

Note 2: Cartons Furnished by Shipper – Container Service rates in this item apply **only** for cartons and containers that are furnished by Moving Out, Inc. Extra Labor rates contained in Item 202 apply for the packing and/or unpacking of cartons or containers furnished by the shipper and packed or unpacked by Moving Out, Inc.

Note 3: Rates Not Applicable for Cartons or Containers Only – The rates provided do not apply for containers or cartons that are supplied but not packed by Moving Out, Inc.

Note 4: Non-Alternation of rates – The provisions of Parts 1 or 2 of this item apply at the election of the shipper prior to the commencement of packing and/or loading on a per shipment basis; except as otherwise specifically provided, the rates named in each Part do not alternate with the rates in any other Part.

Note 5: Repacking Shipper Cartons under Full Packing Service – When Moving Out, Inc. is required to re-pack cartons or containers that have been packed by the shipper in order to insure safe transportation, the hourly labor rates shall apply.

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Item 202
Extra Labor, Special Services, and Waiting Time

The hourly rates named herein shall apply for services performed by Moving Out, Inc. – except as otherwise specified herein. Rates apply based on the location where the service is performed, pursuant to the stop-off provisions of Item 207.

It is the responsibility of the shipper to make property available to Moving Out, Inc. where the location of property and goods to be shipped or delivered is:

1. not accessible by a permanent stairway (does not include ladders of any type);
2. not adequately lighted;
3. does not have a flat continuous floor; and/or
4. does not allow a person to stand erect.

If the shipper or owner requests and Moving Out, Inc. agrees to removal or placement of property from or to such areas not readily accessible, the application of this item shall apply as noted below.

EXTRA LABOR

Extra Labor charges shall apply when Moving Out, Inc. performs any services that are requested by the shipper or his/her agent that **is not included in the transportation charges**, and for which there are no other charges in the tariff.

1. Extra labor charges apply per worker per hour on a regular time basis.

REMOVING AND/OR DISASSEMBLING AND REASSEMBLING

The transportation charges in this tariff do include any special services or labor required to:

1. Remove any article(s) embedded in the ground or secured to a building (i.e., floor, ceiling, roof, or wall); or
2. Disassemble or reassemble any articles(s), including, but not limited to, steel utility cabinets, swing sets, sky rides, jungle gyms, water beds, steel shelving, pool tables, elongated work tables, counters, particle-board furniture, or other articles of an unusual nature, in order to insure their safe transportation.

At the request of the shipper (or his/her agent), Moving Out, Inc. shall provide such special services at the standard hourly rates (Please see Notes 1 and 2), subject to its ability to furnish qualified personnel. The transportation charges in this tariff include only services performed by Moving Out, Inc. to accomplish the bracing/stabilizing (and de-bracing/destabilizing) of moveable parts in or on appliances and other household articles (including, but not limited to, refrigerators, deep freeze cabinets, cooking ranges, dishwashers, washing machines, clothes dryers, stereo systems, radios, record players, television sets, and air conditioners), which, if not properly serviced prior to loading, could be damaged in or incident to transit.

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It is important to note that the servicing and re-servicing of appliances and other household articles does **not** include:

1. Any special service or labor (e.g., plumbing, electrical, carpentry, gas or ventilation connections, etc.) required to disconnect or reconnect such appliances and other household article(s) embedded in the ground or secured to a building (i.e. floor, ceiling, roof, or wall); or to disassemble or reassemble any article(s), including, but not limited to, steel utility cabinets, swing sets, sky rides, jungle gyms, water beds, steel shelving, pool tables, elongated work tables, counters, particle-board furniture, or other articles of an unusual nature, in order to ensure their safe transportation.
2. Any special service or labor (plumbing, electrical, carpentry, gas or ventilation connections, etc.) required to disconnect or reconnect such appliances and other household articles from or to the premises; and/or any preparation of article(s) by a third party in order to permit the safe transportation of the article(s), which if not properly serviced prior to loading, could be damaged in or incident to transit.

Under the provisions of Item 114 (Advancing Charges), Moving Out, Inc. shall advance charges for these services.

At the request of the shipper, (or his/her agent), Moving Out, Inc. shall provide such special services or labor, mentioned in (1) above, at the rates named in this item (Please see Notes 1 and 2), subject to Moving Out, Inc.'s ability to furnish qualified personnel.

RIGGING, HOISTING, AND LOWERING SERVICES

If, in Moving Out, Inc.'s judgment, it is necessary to use rigging, hoisting, or lowering services in order to accomplish the pickup or delivery of the shipment or any portion thereof, Moving Out, Inc. shall perform such services at the rates named in this item, subject to Moving Out Inc.'s ability to furnish equipment and qualified personnel (Please see Note 1).

If Moving Out, Inc. is unable to furnish or secure the equipment or qualified personnel, the shipper, owner, or consignee of the shipment shall be responsible for arranging such service.

WAITING TIME

Charges for waiting time shall apply on an hourly basis for each hour that Moving Out, Inc. provides waiting time service.

1. Charges for waiting time, when not the fault of Moving Out, Inc., shall begin when Moving Out Inc. has arrived at the origin or destination (within the scheduled time frame), and have given the shipper ½ hour notice prior to arrival.
2. Charges apply per hour for each vehicle, each driver, and each helpers furnished Moving Out, Inc., provided that waiting time shall apply only for helpers after delivery has been scheduled and attempted, and then only for the balance of that same

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day. If the shipper requests waiting time before it is necessary to obtain helper(s), the labor charge for helpers shall not apply. Helpers are defined to include co-drivers and permanent helpers.

3. When the origin or destination of the shipment, or a portion thereof, is located at a point accessible only by the use of a ferry, please refer to Item 208.

Note 1: If Moving Out, Inc. does **not** possess personnel qualified to perform the specific special service(s) requested, as described in this item, Moving Out, Inc. shall engage a third party to perform such service upon request of the shipper (or his/her agent).

All third party charges must be paid by the shipper, and are in addition to all other applicable tariff charges. Such charges shall be advanced by Moving Out, Inc. under the provisions of Item 115 (Advancing Charges).

Note 2: At the time of reconnecting or reassembling, the shipper is required to furnish any new hardware, nuts, bolts, or other materials necessary to perform the service.

Note 3: For applying charges for fractions of an hour for all services provided for in this item, please refer to Item 109.

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Item 203
Shuttle Service

When it is physically impossible for Moving Out, Inc. to perform pickup of the shipment at the origin address or to complete the delivery of the shipment at the destination address with normally assigned road haul equipment, Shuttle Service charges shall apply for additional pickup or delivery services requested by the shipper, subject to the provisions of Item 113 (Impracticable Operations and Application of Shuttle Service).

Except as otherwise provided, Shuttle Service charges shall apply at the point where the service is performed, pursuant to the stop off provisions of Item 207. The charges shown include the cost of the shuttle vehicle and the labor required to perform the shuttle service.

Other additional services may apply, depending on the circumstances and conditions at the pickup and delivery locations. These include, but are not limited to: Waiting Time (Item 202), Extra Labor (Item 202), and Stop offs (Item 207).

Shuttle Service Charges – The charges provided are applicable when Shuttle Service is performed at job sites (residences or storage locations) that are within 25 miles of the location (storage facility or rental facility) where the shuttle vehicle is provided or obtained.

Additional Distance Charge – If the distance between the storage facility or the rental facility where the shuttle vehicle is rented or obtained and the job site is more than 25 miles, an additional charge applies. This charge is in addition to the shuttle charge otherwise provided for in this item. (If the distance between the storage facility or the rental facility and the job site is 25 miles or less, the Additional Distance Charge does not apply.)

Pursuant to Item 107 of the tariff, Google Maps shall be used to determine the distance based rates in this Item.

Item 204
Origin and Destination Service Charges

APPLICATION

If additional services (such as, but not limited to Extra Labor, Waiting Time, and Shuttle Service) are requested or necessary to complete the handling and servicing of a shipment, they shall be performed subject to the conditions, rates, and charges named in Sections 1 and 2 of the tariff, and shall apply in addition to the charges named herein.

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Item 205
Storage-in-Transit

Storage-in-Transit charges are in dollars and cents per storage unit size and apply based on the location of the facility where storage-in-transit service is provided – except as provided in Note 1 below.

Storage charges apply per day, if stored on a truck, or in increments of one month, if transferred into a storage facility. Storage days shall include the day on which goods are placed in storage, and the day on which goods are removed from storage. If the goods are removed from storage on the same day that they're placed in storage, a one-day storage charge shall apply.

If storage facilities as requested are not available, the shipper shall be advised accordingly, and storage shall be effected at (a) the nearest available facility, or (b) otherwise agreed facility.

A shipment shall be considered SIT for a period up to 180 days, at which time the interstate nature of the shipment shall expire, and any future storage and handling charges shall be established by Moving Out, Inc.

No less than 10 days prior to the expiration of the specified period of time during which the goods are to be held in such storage, Moving Out, Inc. shall notify the shipper in writing that the interstate nature of the shipment is about to expire.

Moving Out, Inc.'s failure or refusal to notify the shipper in accordance with the foregoing shall automatically affect a continuance of Moving Out, Inc.'s liability pursuant to the applicable tariff provisions with respect to SIT, until the end of the day following the date upon which notice is given.

Note 1: Moving Out, Inc. shall provide Storage-in-Transit service at the location requested by the shipper (normally the county of origin or destination).

Attempted Delivery from Storage

Compensation to Moving Out, Inc. for attempted delivery to residence from storage-in-transit when failure to deliver is not the fault of Moving Out, Inc., shall be as follows:
1.Round-trip distance from the storage facility to residence and return – Item 210 (Pickup or Delivery Transportation charges on Storage-In-Transit Shipments), shall apply. (Pursuant to the provisions of Item 205, Google Maps shall be used to determine the distance-based charges when the storage facility and the residence have the same first three digits in their zip/postal codes.)

1. Storage-In-Transit – A second unloading labor fee shall apply when the shipment is returned to storage-in-transit at the warehouse location.
2. Waiting Time – The provisions of Item 202 shall apply if Moving Out, Inc. is required to wait at residence.

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Item 206

**Pickup and Delivery Transportation Charges on Storage-in Transit
(SIT) Shipments**

SIT pickup and delivery transportation charges apply for shipments stored in transit based on the location of the storage facility where the storage service is provided – except when provided for Camelback’s convenience. The charges include pickup or delivery on storage-in-transit shipments, or portions thereof, as provided in Item 205.

1. Shipments going into or being delivered from SIT are released at a value not to exceed \$0.60 per pound.
2. SIT Pickup and Delivery charges are based on an hourly rate and a trip charge, based on the distance from the SIT warehouse to the destination address.
3. The SIT Pickup and Delivery charges include the loading and unloading of the shipment and the transportation of the shipment from or to the storage facility, but do not include any other Additional Services named in the tariff.
4. Pursuant to Item 107 of the tariff, Google Maps shall be used to determine the distance based rates when the storage facility is more than 30 miles from the residence.
5. When the distance between the storage facility and the residence is more than 50 miles, the provisions of this item shall not apply; in lieu thereof, the applicable transportation rates shall apply.

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Item 207
Stop offs and Diversions

Stop offs – At the request of the consignee, consignor or owner, extra stops or calls shall be made at locations necessary to accomplish the extra pickup or extra delivery of portions of the shipment.

1. Extra stops or calls are additional pickups made after the first pickup or additional deliveries made prior to the final delivery of the shipment. Each such extra stop or call shall constitute an extra pickup or delivery.
2. The transportation charges on shipments with extra pickups or extra deliveries shall be determined based on the additional distance that must be traveled.
3. On Intrastate shipments, the hourly rate continues from the point of origin, through any extra pickups or deliveries, until completion at the final destination.

Diversions – Upon instructions from the consignee or owner, the shipment shall be diverted subject to the following terms and conditions. Carrier may require that all such instructions be in writing.

1. The term “diversion” as used herein refers to either;
 - a. A change (after loading of the vehicle) in the destination of the shipment outside of the postal zip code area of the original destination; or
 - b. A change in the route at the request of the consignor, consignee, or owner.
2. When Moving Out, Inc. receives an order for diversion, diligent effort shall be made to locate the shipment and effect the change desired; however, Moving Out, Inc. shall not be responsible for failure to effect the change ordered unless such failure is due to error or negligence on Moving Out, Inc.’s part.
3. The transportation charges on shipments diverted to a new destination while the vehicle is en rout or upon arriving at the original destination shall be determined based on the total transportation charge from the shipment origin to the point where the shipment was diverted, plus the transportation charge from the point where the shipment was diverted to the final destination.
4. On shipments diverted to a warehouse for storage-in-transit at a location other than the original destination, the warehouse shall be considered the destination point, and transportation charges to the warehouse shall be assessed under the provisions of paragraph 3 of this item. Charges for storage and further transportation shall apply based on the rates and charges named in this tariff.

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Item 208
Ferry and Service Charges

1. When Ferry Service is required for the safe transport of Household Goods the following shall apply:
 - a. The actual ferry charges shall be advanced by Moving Out, Inc. and billed to the shipper as an advanced charge, as provided in Item 114, in addition to the ferry and service charges provided herein.
 - b. When Moving Out, Inc.'s normal line haul equipment cannot be accommodated by the ferry system, shuttle service shall be provided, subject to the charges and provisions named in Item 113, Part B, and Item 203.
 - c. Waiting time charges as provided in Item 202 of the tariff shall apply, commencing with the arrival of Moving Out, Inc.'s vehicle at the ferry point of embarkation, continuing to apply during the vehicle crossing, and terminating when the vehicle disembarks from the ferry.

2. Service Charges to apply for the following locations:

Provisions of this item apply when transportation is to, from, or via the following points:
(zip codes noted)
Key West, FL – 330,331,332,334
Woods Hole, MA to Oak Bluffs or Martha's Vineyard, MA – 025
Woods Hole, MA to Nantucket Island, MA – 025

Item 209
Automobile Transport

Transportation Application

The rates and charges for the transportation of automobiles shall be treated as unique from the rates and charges associated with the transportation of household goods. Transportation charges for the shipment of an automobile will be a flat charge based on the mileage and cost of the automobile transporting equipment. Miles are determined as prescribed in Item 108 herein.

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Section 3
Products and Services

Item 301
Released Shipment Value

Moving Out, Inc. (or the party in possession) shall be liable for the 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:

1. From an act, omission, or order of shipper;
2. From defect or inherent vice of the article – including susceptibility to damage because of atmospheric conditions such as temperature and humidity or changes therein;
3. 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
 - By any government or sovereign power, or by any authority maintaining or using military, naval or air forces; or
 - By military, naval or air forces; or
 - 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 an occurrence;
 4. Seizure or destruction under quarantine or customs regulations;
 5. Confiscation by order of any government or public authority; or
 6. Risks of contraband or illegal transportation or trade.
4. From terrorist activity, including action in hindering or defending against an actual or expected terrorist activity. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. The term “terrorist activity” refers to any activity which is unlawful under the laws of the United States or any State and which involves any of the following:
 - a. vessel, cab, truck, van, trailer, container or vehicle) or warehouse or other building;
 - b. The seizing or detaining, and threatening to kill, injure, or continue to detain, another individual in order to compel a third person (including a governmental organization) to do or abstain from doing any act as an explicit or implicit condition for the release of the individual seized or detained;
 - c. An assassination;
 - d. The use on any:

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- biological agent, chemical agent, or nuclear weapon or device, or
 - explosive, firearm, or other weapon or dangerous device (other than for mere personal monetary gain), with intent to endanger, directly or indirectly, the safety of one or more individuals or to cause substantial damage to property; or
- e. A threat, attempt, or conspiracy to do any of the foregoing.
5. 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 from loss or damage when Moving Out, Inc., after notifying the 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.
6. From Acts of God.
7. The following items must not be included in the shipment and shall not be covered by Moving Out, Inc.'s possession protection plan; jewelry, coins, currency, other negotiable paper (e.g. stock certificates, bonds, etc.), important personal documents (e.g. deeds, titles, tax papers, birth certificates, etc.), and collections (e.g. stamps, baseball cards, etc.)

SUBJECT, in addition to the foregoing, to the further following limitations on the liability of Moving Out, Inc. (or the party in possession):

The maximum liability of Moving Out, Inc. (or the party in possession) shall be the actual loss or damage not exceeding 60 cents per pound of the weight of any lost or damaged article.

1. The released value must be entered on the Bill Of Lading or in substitution thereof, the Order for Service, in the following form and may be completed only by the person signing it.

Provided that: When the shipper is the employer of the actual owner of the household goods being transported and is responsible for all transportation charges in connection with such move, the shipper may instruct Moving Out, Inc. to release the shipment to a value of 60 cents per pound per article

- a. by specification made on a purchase order; or
 - b. by issuing, in advance of the shipping date, appropriate letters of instruction to Moving Out, Inc. In such instances, Moving Out, Inc. must incorporate the instructions by reference to the shipper's document in the bill of lading in lieu of the personal signature.
2. Moving Out, Inc.'s maximum liability shall not exceed 60 cents per pound per article, or the cost of repair or replacement of the damaged property, whichever is less. Moving Out, Inc. shall have the option of repair or replacement of damaged articles. All items which are replaced become Moving Out, Inc.'s property.

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3. Provisions of this item are contractual limits of liability as provided for in 49 U.S.C. Section 14706 and are not to be construed as “insurance”.
4. Classification of parts or pieces of a complete article – Each shipping piece or package and contents thereof shall constitute one article except the total component parts of any article taken apart or knocked down for handling or loading in vehicle shall constitute one article for the purpose of determining Moving Out, Inc.’s liability as provided in Item 301.

Note: When an entire shipment is transported in containers, lift vans, or shipping boxes, each shipping package, piece, or loose item not enclosed within a package in such containers, lift vans, or shipping boxes shall constitute the article.

5. The weight used for determining the minimum valuation shall be the actual net weight of the shipment or the estimated weight when the shipment moves pursuant to the terms and conditions of a Binding Estimate.
6. Moving Out Inc.’s maximum liability – whether or not loss or damage, injury, or delay occurred from Moving Out, Inc.’s negligence, as determined under this rule – shall apply to any claim resulting from Moving Out, Inc.’s performance (or failure to perform) any services, including accessorial services, which Moving Out, Inc. has contracted to perform.
7. If, at the time of delivery, the shipper takes a written exception for non-delivery of an inventoried item (or items) and subsequently submits a properly documented claim for loss of the item(s), and if Moving Out, Inc.’s investigation establishes Moving Out, Inc liability, the deductible amount, if any, shall not apply to the non-delivered item(s).
8. Rates or charges herein based on released value have been authorized by the Surface Transportation Board in Amendment No. 4 to Released Rates Decision No. MC_999, decided December 18, 2001, subject to complaint or suspension. Any limitation of liability resulting from application of this provision has been authorized by the Surface Transportation Board in Amendment No. 4 to Released Rates Decision No. MC-999, decided December 18, 2001, subject to complaint or suspension.

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Item 302
Claims, Loss, and Damage

1. **Notice of Claims Required** – A claim for loss or damage shall not be voluntarily paid by Moving Out, Inc. unless Notified by phone or in writing as provided in paragraph 2 below, within the specified time limits applicable thereto and as otherwise may be required by law, by the terms of the bill of lading and/or other contract of carriage, and by all tariff provisions applicable thereto.
2. **Minimum Filing Requirements** – A communication by phone or in writing from a claimant filed with Moving Out, Inc. within the time limits specified in the bill of lading or contract of carriage or transportation, and
 - a. Containing facts sufficient to identify the shipment(s) of property involved;
 - b. Asserting liability for alleged loss or damage;
 - c. A statement listing the nature and extent of the damage;
 - d. A photo of the damage; and
 - e. The approximate weight of the item lost or damaged, Shall be considered as sufficient compliance with the provisions for filing claims embraced in the bill of lading or other contract of carriage.
3. **Documents not constituting claims** – Bad order reports, appraisal reports of damage, notations of shortage or damage, or both, on freight bills, delivery receipts, or other documents, or inspection reports issued Moving Out, Inc. or their inspection agencies, whether the extent of loss or damage is indicated in dollars and cents or otherwise shall, standing alone, not be considered by Moving Out, Inc. as sufficient to comply with the minimum claim filing requirements specified in paragraph 2 above.
4. **Other claims** – If the investigation of a claim reveals that one or more other carriers has been presented with a similar claim on the same shipment, the carrier investigating such claim shall 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, shall notify all claimants of the receipt of conflicting or overlapping claims and shall require further substantiation on the part of each claimant of his/her title to the property involved or his/her right with respect to such claim.
5. **Concealed damaged or shortage** – Moving Out, Inc. must be notified promptly after discovery of concealed damage or shortage and given reasonable opportunity to inspect the shipment and packing. Moving Out, Inc. shall promptly and thoroughly investigate the claim and shall establish a claim file in connection therewith.
6. **Supporting documents** – When a necessary part of an investigation, each claim must be supported by the original bill of lading (if not previously surrendered to Moving Out, Inc.), either the original paid bill for transportation service or a photographic copy thereof, and for each article, the nature and extent of such damage, and, in the case of damage, a repair estimate.

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7. **Verification of loss** – When an asserted claim for loss of an entire package or an entire shipment cannot be otherwise authenticated upon investigation, the carrier shall obtain from the consignee of the shipment involved a certified statement in writing that the property for which the claim is filed has not been received from any other source.
8. **Satisfaction of claims** – Moving Out, Inc. may satisfy a claim by repair, or with 60 cents per pound per piece, whichever is less – of the lost or damaged property with materials of like kind, quality and condition at time of acceptance by Moving Out, Inc.
9. **Constructive weight of packed interior shipping containers** – When Moving Out, Inc.’s liability is to be measured by the weight of the lost or damaged article and such article is packed in an interior-shipping container, in the absence of specific evidence to the contrary, such interior-shipping container shall be deemed to have the following weight:

CONTAINER WEIGHT PER CONTAINER (in pounds)

Dishpack	60
Cartons	
Less than 3 cu. ft.	25
3 less than 4 1/2 cu. ft.	30
4 1/2 less than 6 cu. ft.	35
6 less than 6 1/2 cu. ft.	45
6 1/2 cu. ft. and greater	50
Wardrobe	50

Note 1: Cartons containing books or phonograph records shall be deemed to weigh 50 pounds.

Note 2: Cartons containing lampshades shall be deemed to weigh 10 pounds.

Note 3: Items not identified on the inventory as to contents shall be settled for the heaviest weight on the schedule for the container.

10. **Time limit for filing claims** – As a condition precedent to recovery, a claim for any loss or damage must be filed electronically via Moving Out, Inc.’s website or by phone call or in writing with Moving Out, Inc. within 3 months after delivery to consignee as shown on bill of lading, or in case of failure to make delivery, within 3 months after a reasonable time for delivery has elapsed; and suit must be instituted against Moving Out, Inc. within two years and one day from the date when notice in writing is given by Moving Out, Inc. to the claimant that Moving Out, Inc. has disallowed the claim or any part of or parts thereof specified in the notice. When a claim is not filed or a suit not instituted thereon in accordance with the foregoing provisions Moving Out, Inc. shall not be liable, and such claims shall not be paid.

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11. **Acknowledgment and settlement by Moving Out, Inc.** – Moving Out, Inc. shall acknowledge receipt of each claim in writing to the claimant within 30 calendar days after receipt of the claim by Moving Out, Inc. or the Moving Out, Inc. agent. Moving Out, Inc. shall record the date of receipt on the claim. Moving Out, Inc. shall pay, decline, or make a firm compromise settlement offer in writing to the claimant within 120 (one hundred and twenty) days after receipt of the claim by Moving Out, Inc. or its agent.
12. **Salvage** – Whenever property transported by Moving Out, Inc. 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, Moving Out, Inc., after giving due notice whenever practicable to do so, to the owner and other parties that may have an interest therein, and unless advised to the contrary after giving such notice, shall undertake to sell or dispose of such property directly or by the employment of a competent salvage agent. Moving Out, Inc. shall dispose of the property only in a manner that shall fairly and equally protect the best interests of all persons who have an interest therein. Moving Out, Inc. shall 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.

Upon receipt of a claim on a shipment on which salvage has been processed in the manner described above, Moving Out, Inc. shall 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 (s) lawfully entitled to receive the same.

Whenever disposition of salvage material or goods shall be made directly to an agent or employee of Moving Out, Inc. or through a salvage agent or company in which Moving Out, Inc. or one or more of its directors, officers, or managers has any interest (financial or otherwise) Moving Out, Inc.'s salvage records shall fully reflect the particulars of each such transaction or relationship, or both as the case may be.

Upon request of a party, person, firm, or establishment assuming liability for loss and/or damage in excess of Moving Out, Inc.'s liability with respect to a shipment on which credit has been extended by Moving Out, Inc. to such party, person, firm, or establishment for the charges applicable to such shipment, Moving Out, Inc. shall:

- a. Investigate any loss and/or damage claim; and
- b. Arrange for the repair of all damaged articles when appropriate, and make such settlement with the shipper as is deemed equitable for all lost and damaged articles, repair of which is not deemed appropriate, Moving Out, Inc. assuming only that portion of the amount required to settle the claim for which it is liable and any additional amount to be borne by the person or firm assuming the excess liability; and:

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- c. Render to the person or firm assuming the excess liability an invoice payable in seven (7) days for the amount required to settle the claim which exceeds the carrier's liability, plus the charge provided for in this item.

Note: Any charges or portions thereof for services of others engaged at the request of the person or firm assuming the excess liability – which are over and above the amount for which Moving Out, Inc. is liable under its bill of lading – shall be at the expense of such person or firm and shall be in addition to all other rates and charges.

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Item 303
Consolidation of Shipments

The term “shipment” refers to property tendered by one shipper and accepted by Moving Out, Inc. for loading the same day or consecutive days, at one place of origin (except as otherwise provided in Item 207), for one consignee, at one destination (except as otherwise provided in Item 207), and covered by one bill of lading. The name of only one shipper and one consignee shall appear on one bill of lading, but the bill of lading may also specify the name of a party (or more than one party when Item 207 is applicable) to be notified as to the arrival of the shipment at destination(s). (Please see Item 205, Storage-In-Transit for computation of charges on a portion of shipment stored in transit.)

Item 304
Guaranteed Price Pledge

Upon request of prospective shipper, Moving Out, Inc. shall provide a written total charge guaranteed price, which must be signed by Moving Out, Inc. and the shipper (or representatives thereof) for all services pertaining to a shipment as described in Item 102 (Commodity Description), subject to the following:

Note 1: Guaranteed Price applies only for quantities and/or services or any part thereof set forth on the Guaranteed Price Form. Moving Out, Inc. may elect to revise the Guaranteed Price and void the original if quantities and/or services or any part thereof have been added or deleted by the shipper.

Note 2: The Guaranteed Price may be revised by mutual agreement between Moving Out, Inc. and the shipper, in writing, any time that the Guaranteed Price is in effect or any time on or before the date the shipment is tendered to Moving Out, Inc. for transportation.

Note 3: Transportation is limited to the origin and destination and additional stops, if any, indicated on the Guaranteed Price Form.

Note 4: This item May apply on containerized shipments.

Note 5: Moving Out, Inc. may elect to assess charges in addition to the Guaranteed Price amount for any of the following services which are not included on the Guaranteed Price form but which are either requested by the shipper or necessary to accomplish delivery and are performed by Moving Out, Inc. at destination.

Note 6: The Guaranteed Price amount and any additional charges are collectible by Moving Out, Inc. the time of delivery – except where credit arrangements have been previously established between the shippers and Moving Out, Inc.:

- Unpacking
- Waiting Time
- Storage-in-Transit
- Pickup or Delivery Rates on Storage-in-Transit Shipments

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Item 305
Exact Pack Service

When requested in writing by the shipper and after the shipper is notified of charges for this service, a specific loading date may be agreed upon between the shippers and Moving Out, Inc. If Moving Out, Inc. fails to arrive within the agreed period, the shipper is entitled to a full refund of his/her deposit.

Agreed upon load date includes pickup from residence or shipper's facility and transportation to Moving Out, Inc. agent's warehouse, handling into the warehouse, holding, and handling out of the warehouse for future interstate movement.

Note 1: This item shall not apply if storage-in-transit at origin has been requested.

Note 2: This item shall apply to first- and second-proviso household goods only.

Note 3: This item shall apply on shipments moving between points in the continental United States.

Item 306
Discounts and Markups

Moving Out, Inc. reserves the right to discount or markup the bottom-line customer's charges based upon current market rates.

Item 390
Unique Shipper Terms

Currently no applications.

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Item 500

**Changes, Updates, Cancellations, and Revisions to Moving Out, Inc. –
Personal Relocation Tariff, Effective August 28, 2015**

1. **Item 108**, number 1, now reads: Moving out, Inc. shall not deliver or relinquish possession of an property transported by it until the estimated charges (either the total binding estimate amount or up to 110% of the nonbinding estimate amount) have been paid in cash, check or money order (or corporate checks with prior approval), based on the following:

On a binding estimate; the maximum amount is the exact estimate of the charges, plus the cost of any additional services you requested after the contract was executed that were not included in the estimate, and any charges for impracticable operations, not to exceed 15% of all other charges due at delivery, except

- a. Where other satisfactory arrangements have been made between Moving Out, Inc. and the consignor or consignee, in accordance with the rules and regulations of the Department of Transportation; or
- b. When delivery is made pursuant to Paragraph 3 On a non-binding estimate, the maximum is the amount of the estimate plus 10% of that amount. The balance due, if any, is deferred for 30 days.

SECTION 8; DISPOSITION OF CLAIMS

Within 120 days after receiving a written claim, the carrier shall pay, decline to pay, or settle the claim – except when the claimant and the carrier agree in writing to a specific extension based on extenuating circumstances. If the carrier declines to pay a claim or makes settlement in an amount different from that sought, the carrier shall notify the claimant, in writing, of the reason(s) for its action, citing tariff authority or other pertinent information developed as a result of its investigation.

1. **Time limit for filing claims** – As a condition precedent to recovery, a claim for any loss or damage must be filed in writing with Moving Out, Inc. within 3 months after delivery to consignee as shown on bill of lading, or in case of failure to make delivery, within 3 months after a reasonable time for delivery has elapsed; and suit must be instituted against Moving Out, Inc. within two years and one day from the date when notice in writing is given by Moving Out, Inc. to the claimant that Moving Out, Inc. has disallowed the claim or any part of or parts thereof specified in the notice. When a claim is not filed and/or a suit not instituted in accordance with the foregoing provisions, Moving Out, Inc. shall not be liable, and such claims shall not be paid.
2. **Acknowledgment and settlement by Moving Out, Inc.** –Moving Out, Inc. shall acknowledge receipt of each claim in writing to the claimant within 30 calendar days after receipt of the claim by Moving Out, Inc. or the Moving Out, Inc. agent. Moving Out, Inc. shall record the date of receipt on the claim.

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Moving Out, Inc. shall pay, decline, or make a firm compromise settlement offer in writing to the claimant within 120 (one hundred and twenty) days after receipt of the claim by Moving Out, Inc. or its agent.