

Combined Uniform Household Goods Bill of Lading and Freight Bill

B/L NUMBER

**EXCLUSIVE SERVICES, INC.**  
**Don Farr Moving and Storage**

Nº 34352

4920 Buttermilk Hollow Road • West Millin, PA 15122

Phone (412) 469-9700

www.donfarmoving.com

1-800-537-3152

**DOCUMENT FOLDER**

SHIPPER: Anne Walker 724/547-2206 CONSIGNEE: Anne Walker PHONE: \_\_\_\_\_  
 ADDRESS: 553 Bessemer Road ADDRESS: 245 S. Sycamore Street  
 CITY, COUNTY, STATE: Mt. Pleasant PA CITY, COUNTY, STATE: Mt. Pleasant PA  
 CONTACT: \_\_\_\_\_ PHONE: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 CITY & STATE: \_\_\_\_\_

GUARANTEED PICK-UP/DELIVERY YES \_\_\_\_\_ NO \_\_\_\_\_  
 SCHEDULING DATE: 10-23-00  
 AGREED PICK-UP DATE OR PERIOD OF TIME: \_\_\_\_\_  
 AGREED DELIVERY DATE OR PERIOD OF TIME: \_\_\_\_\_

DESCRIPTION OF SERVICES		RATE	CHARGES
GROSS	NET	Rate per CWT	
TARE WEIGHT			
SUBJECT TO MINIMUM	LBS		
LAND HAUL TRANSPORTATION	MILES		
ADD TRANSPORTATION CHARGES - ORIGIN			137.5 x 1
ADD TRANSPORTATION CHARGES - DEST.			100
BULKY ARTICLE CHARGE (SPECIFY)			132
ELEVATOR OR STAIR - ORIGIN	FLIGHTS		
ELEVATOR OR STAIR - DEST.	FLIGHTS		10 x 107 = 1070
EXTRA PICK-UPS AND DELIVERIES - ORIGIN	NO.		0/107
EXTRA PICK-UPS AND DELIVERIES - DEST.	NO.		
PIANO/ORGAN CARRY	<input type="checkbox"/> ORIGIN <input type="checkbox"/> DEST.		3/24/02
VALUATION CHARGE	@ 50¢ EACH \$100. OR FRACTION THEREOF OF DECLARED VALUE		
S.I.T. _____ DAYS	ADDL. DAYS AT _____ CWT PER DAY		
STORAGE CHARGES			
WAREHOUSE HANDLING			
STORAGE VALUATION CHARGES			APR 02 2002
FUEL SURCHARGE			
OVERAGE			

The carrier's maximum liability for loss or damage shall be either 60 cents per pound per article (interstate) or 30 cents per pound per article (intrastate/locals) or the value declared. Shipper, hereby releases the entire shipment to a value not exceeding \$5.30 per article.

NOTICE: The shipper signing this contract must insert in the space above in his own handwriting, either his declaration of actual value of the shipment or the words "60 cents or 30 cents per article."

- OPTION A  Replacement Value Protection 85¢ per ea. \$100 or fraction thereof (Min. \$3 lb.) No claim deductible.  
 OPTION B  Replacement Value Protection less \$250 claim deductible. 30¢ per ea. \$100 or fraction thereof. (Min. \$3 lb.)  
 OPTION C  Replacement Value Protection less \$500 claim deductible. 15¢ per ea. \$100 or fraction thereof (Min. \$3 lb.)  
 OPTION D  Depreciation Value Protection 50¢ per each \$100 or fraction thereof.

**LOCAL MOVING RATE (4 hour minimum)**  
 1 and 3 @ \$80.00  
 VAN(S) MEN PER JOB HOUR  
 1 HOUR(S) TRAVEL TIME  
 START 7:30 A.M. Aw  
 END 1:00 P.M. Aw  
 CUSTOMER INITIALS  
 OB HOURS 6  
 TRAVEL TIME 1  
 TOTAL HOURS 7 X PER HOUR

CONTAINERS	SOLD			PACKED			UNPACKED		
	NO.	CHG. PER	TOTAL	NO.	CHG. PER	TOTAL	NO.	CHG. PER	TOTAL
BARRELS									
1.5									
3.0									
4.5									
6.0									
MIRROR									
WARDROBE									
MATT. - S									
MATT. - D									
MATT. - K									
TAPE									
PAPER									
TOTALS		\$			\$			\$	
TOTAL PACKING CHARGES									
LOCAL CHARGES									

TOTAL CHARGES 560.00  
 PRE-PAYMENT 560.00  
 BALANCE DUE 0

**IMPORTANT (SIGN BEFORE START OF ANY SERVICE)**

The Shipper, subject to and based on the rates, rules, regulations, and conditions in the carriers lawfully published tariff hereby orders the carrier to furnish transportation facilities and service described herein subject to all conditions herein contained including valuation agreed or declared and the conditions on the back hereof which are hereby agreed to by the Shipper and accepted for himself and his assigns. Unless credit arrangements are made in writing the Shipper agrees to pay charges in cash, money order, or certified check prior to complete delivery.

CUSTOMER: Anne Walker  
 MOVER: [Signature]

**DELIVERY RECEIPT**

Except as specifically endorsed hereon All services and all articles received in good condition.

CUSTOMER: Anne Walker  
 MOVER: [Signature]



5 B

# DOCUMENT FOLDER

## INFORMATION FOR SHIPPERS OF HOUSEHOLD GOODS

### FOR USE IN MOVING IN PENNSYLVANIA

THE CARRIER MUST GIVE YOU A WRITTEN ESTIMATE THAT WILL APPROXIMATE THE AMOUNT HE BELIEVES IT WILL COST YOU TO MOVE YOUR HOUSEHOLD FURNISHINGS. IN THIS CONNECTION, IT IS IMPORTANT THAT YOU INFORM THE ESTIMATOR OF EVERYTHING YOU INTEND TO MOVE. THE TOTAL ACTUAL CHARGES MAY BE MORE OR LESS THAN THE ESTIMATE, DEPENDING ON THE SIZE OF YOUR SHIPMENT, THE DISTANCE IT IS TO MOVE AND OTHER CIRCUMSTANCES RELATING TO YOUR SHIPMENT.

YOU WILL BE REQUIRED ULTIMATELY TO PAY THE MOVER'S APPLICABLE TARIFF CHARGES BASED ON AN HOULY RATE (if distance is 40 miles or less), OR ON A WEIGHT BASIS (if basis is over 40 miles).

WHEN THE MOVER HAS NOT INFORMED YOU PRIOR TO DELIVERY THAT HE WILL EXTEND CREDIT, THE MOVER WILL EXPECT YOU TO MAKE PAYMENT OF THE CHARGES AT TIME OF DELIVERY IN CASH, MONEY ORDER OR CERTIFIED CHECK.

IF THE TOTAL ACTUAL CHARGES DO NOT EXCEED THE ESTIMATE BY MORE THAN 10 PERCENT, YOU MUST BE PREPARED TO PAY ALL OF THE ACTUAL CHARGES PRIOR TO THE MOVER UNLOADING YOUR GOODS.

IF THE TOTAL CHARGES DO EXCEED THE ESTIMATE BY MORE THAN 10 PERCENT, THE MOVER IS REQUIRED TO DELIVER THE FULL AND COMPLETE SHIPMENT UPON PAYMENT OF THE ESTIMATED CHARGES PLUS AN ADDITIONAL \$25.00 OR 10 PERCENT OF THE ESTIMATE WHICHEVER IS GREATER, AND YOU MAY DEFER PAYING THE BALANCE FOR 15 DAYS AFTER DELIVERY.

IN CASE YOU SUSTAIN A LOSS OR DAMAGE TO YOUR HOUSEHOLD EFFECTS, YOU ARE PROTECTED ONLY TO BUT NOT EXCEEDING 30 CENTS PER POUND PER ARTICLE. IF YOU DESIRE PROTECTION GREATER THAN 30 CENTS PER POUND PER ARTICLE, YOU MAY DECLARE SUCH VALUATION AND PAY THE INCREASED TARIFF RATE APPLICABLE TO THE VALUATION YOU DECLARE. YOU MAY ALSO PROTECT YOURSELF TO THE FULL VALUATION OF YOUR GOODS BY TAKING OUT A POLICY OF TRANSIT INSURANCE.

UPON COMPLETION OF THE DELIVERY, THE DRIVER WILL ASK YOU TO SIGN EITHER THE DELIVERY RECEIPT, THE INVENTORY, OR BOTH. BEFORE SIGNING EITHER ONE, BE SURE THAT ONE OR THE OTHER NOTES ALL THE DAMAGE AND LOST ARTICLES. IF THE DRIVER WILL NOT MAKE SUCH NOTATIONS, MAKE THEM YOURSELF BEFORE SIGNING. REMEMBER, TELLING THE DRIVER ABOUT THESE THINGS IS NOT ENOUGH. DO NOT SIGN ANY DELIVERY PAPERS FOR THE DRIVER UNTIL DELIVERY IS COMPLETED. WHEN YOU SIGN THE DELIVERY RECEIPT, YOU ACCEPT YOUR GOODS IN APPARENT GOOD CONDITION, EXCEPT AS NOTED ON RECEIPT.

TEAR HERE

I HEREBY CERTIFY THAT A COPY OF THE ABOVE INFORMATION FOR SHIPPERS OF HOUSEHOLD GOODS WAS FURNISHED TO ME BY THE MOVER.

Anner Walker  
NAME OF SHIPPER

10-23-00  
DATE

[Signature]  
SIGNATURE OF CARRIER REPRESENTATIVE

Anner Walker  
SIGNATURE OF SHIPPER

**DOCKETED**

APR 02 2002

BT12

Q No

Q/L

2/14/02

A-00107168 C0107



**ESTIMATED COST OF SERVICES  
ORDER OF SERVICE**

**DON FARR MOVING & STORAGE**

4920 Butler-Milk Hollow Road  
West Millin, PA 15122  
ICC/MC # 72147 • PA/PUC A00107168  
E-Mail: donfarr@donfarrmoving.com  
Web-Site: www.donfarrmoving.com  
1-800-537-3152



**HINDMAN MOVING & STORAGE**

106 Hindman Lane  
Butler, PA 16001  
ICC/MC700412 • PA/PUC A00112441  
E-Mail: hindman@hindmanmoving.com  
Web Site: www.hindmanmoving.com  
1-800-788-3429

aying  
or  
we br  
er  
p-ghter

(cell 427-1407)  
KRISTIN HUGHES  
483-0828

**DELORES HUGHES**  
SHIPPER  
**2228 SARAH ST.**  
ADDRESS  
**SOUTH SIDE**  
CITY  
**1038 BETTY RAE DR**  
CONTACT/BILLING INFO  
**PLEASANT HILLS PA**  
ADDRESS  
CU FT. \_\_\_\_\_ EST. WT. \_\_\_\_\_ MILES \_\_\_\_\_

**854-3663**  
CONSIGNEE  
**423 ABBEYVILLE RD.**  
ADDRESS  
**MT. LEBANON PA**  
CITY STATE ZIP  
**DOCUMENT FOLDER**  
CONTACT  
ADDRESS  
CITY STATE PHONE

GUARANTEED PICK-UP/DELIVERY YES \_\_\_\_\_ NO \_\_\_\_\_  
PACKING DATE REQUESTED \_\_\_\_\_ AGREED PICK-UP DATE OR PERIOD OF TIME \_\_\_\_\_ AGREED DELIVERY DATE OR PERIOD OF TIME \_\_\_\_\_  
**10/30**  
**NEEDS PM-START**  
LOCAL MOVING RATE  
VAN(S) **1** MEN **2** PER JOB HOUR **65**  
PLUS **1** HOUR(S) TRAVEL TIME  
**4+1** TOTAL ESTIMATED HOURS  
**325.390** TOTAL ESTIMATED COST

LINE	HAUL WEIGHT	LBS @	/CWT	\$
ATC ORIGIN/COUNTY				
ACT DESTINATION/COUNTY				
PACKING MATERIALS				<b>1400</b>
PACKING LABOR				
ELEV/STAIR CARRY				
ORIGIN DEST				
LOCAL CHARGE				<b>PTJ 5</b>
BULKY ARTICLE				
SURCHARGE				
STORAGE CHARGES				<b>A-00 107 168 (107)</b>
STORAGE QUANTITY				<b>3/4/02</b>
VALUATION				<b>APR 02 2002</b>

TOTAL REPLACEMENT  DEP  BASIC LIABILITY  
The carriers maximum liability for loss or damage shall be either 60 cents per pound per article (Interstate) or 30 cents per pound per article (Intrastate/Locals) or the value declared. Shipper hereby releases the entire shipment to a value not exceeding.  
\$ \_\_\_\_\_ /lb. or \$ \_\_\_\_\_ Total Valuation  
(TO BE COMPLETED BY PERSON SIGNING BELOW)  
NOTICE: The shipper signing this contract must insert in the space above in his own handwriting, either his declaration of actual value of the shipment or the words "60 cents or 30 cents per pound article."

CHARGES PAYABLE IN CASH, CREDITED, TRAVELERS OR BANK CHECKS MADE PAYABLE TO ABOVE CHECKED CARRIER OR AS SPECIFIED CREDIT CARD. NO PERSONAL CHECKS OR AMERICAN EXPRESS  
TOTAL CHARGES \$ \_\_\_\_\_  
PREPAYMENT \$ \_\_\_\_\_  
C.O.D. \$ \_\_\_\_\_

**SPECIAL REMARKS/ARRANGEMENTS**

**EFFICIENCY + X-TRA PLU**

**prefers 11-1**

C. MC 12110  
P.U.C.A. 00107168

Combined Uniform Household Goods Bill of Lading and Freight Bill

B/L NUMBER

**EXCLUSIVE SERVICES, INC.**  
**Don Farr Moving and Storage**

N<sup>o</sup> 34354

4920 Buttermilk Hollow Road • West Mifflin, PA 15122

Phone (412) 469-9700

www.donfarrmoving.com

1-800-537-3152

SHIPPER Evie Cameron 724/846-6891 CONSIGNEE Evie Cameron 412 825-7112  
 ADDRESS 159 E. Londonderry Drive ADDRESS 104 N. Broadway Ave  
 CITY, COUNTY, STATE New Brighton PA 15066 CITY, COUNTY, STATE N. Versailles PA  
 CONTACT PAGER 412-9589559 CONTACT \_\_\_\_\_  
 ADDRESS \_\_\_\_\_ ADDRESS \_\_\_\_\_  
 CITY & STATE \_\_\_\_\_ CITY & STATE \_\_\_\_\_

GUARANTEED PICK-UP/DELIVERY YES \_\_\_\_\_ NO \_\_\_\_\_  
 PACKING DATE REQUESTED \_\_\_\_\_  
 AGREED PICK-UP DATE OR PERIOD OF TIME 10-23-00  
 AGREED DELIVERY DATE OR PERIOD OF TIME \_\_\_\_\_

The carrier's maximum liability for loss or damage shall be either 80 cents per pound per article (Interstate) or 30 cents per pound per article (Intrastate/Locals) or the value declared. Shipper hereby releases the entire shipment to a value not exceeding \$30 per article.

NOTICE: The shipper signing this contract must insert in the space above in his own handwriting, either his declaration of actual value of the shipment or the words "80 cents or 30 cents per article."  
James J. Brown  
 (SHIPPER'S SIGNATURE AT ORIGIN)

OPTION A  Replacement Value Protection 80¢ per ea. \$100 or fraction thereof (Min. \$3 lb.) No claim deductible.  
 OPTION B  Replacement Value Protection less \$250 claim deductible, 30¢ per ea. \$100 or fraction thereof. (Min. \$3 lb.)  
 OPTION C  Replacement Value Protection less \$500 claim deductible, 15¢ per ea. \$100 or fraction thereof (Min. \$3 lb.)  
 OPTION D  Depreciation Value Protection 50¢ per ea. \$100 or fraction thereof.

LOCAL MOVING RATE (4 HOUR MINIMUM)  
 1 VAN(S) and 3 MEN @ \$80.00 PER JOB HOUR  
 1970ton  
 1-1/2 HOURS TRAVEL TIME  
 8:30 AM START  
 4:00 AM FINISH  
 7/1/2 JOB HOURS  
 1/1/2 TRAVEL TIME  
 9 TOTAL HOURS x 80 PER HOUR

DESCRIPTION OF SERVICES	RATE	CHARGES
GROSS NET		
TARE WEIGHT		
SUBJECT TO MINIMUM LBS		
LAND HAUL TRANSPORTATION MILES		
ADD TRANSPORTATION CHARGES - ORIGIN		
ADD TRANSPORTATION CHARGES - DEST.		
BULKY ARTICLE CHARGE (SPECIFY)		
ELEVATOR OR STAIR - ORIGIN FLIGHTS		
ELEVATOR OR STAIR - DEST. FLIGHTS		
EXTRA PICK-UPS AND DELIVERIES - ORIGIN		
EXTRA PICK-UPS AND DELIVERIES - DEST.		
PIANO/ORGAN CARRY <input type="checkbox"/> ORIGIN <input type="checkbox"/> DEST.		
VALUATION CHARGE 1-1/2 @ 50¢ EACH \$100 OR FRACTION THEREOF OF DECLARED VALUE		
B.I.T. - DAYS .. 1st DAY .. CWT		
B.I.T. - ADD'L DAYS AT .. CWT PER DAY		
STORAGE CHARGES		
WAREHOUSE HANDLING		
STORAGE VALUATION CHARGES		
FUEL SURCHARGE		
OVERAGE		

CONTAINERS	SOLD			PACKED			UNPACKED		
	NO.	CHG. PER	TOTAL	NO.	CHG. PER	TOTAL	NO.	CHG. PER	TOTAL
BARRELS									
1.5									
3.0									
4.5									
6.0									
MIRROR									
WARDROBE									
MATT. - S									
MATT. - D									
MATT. - K									
TAPE									
PAPER									
TOTALS		\$			\$			\$	
TOTAL PACKING CHARGES									
LOCAL CHARGES									720.00

**IMPORTANT**  
(SIGN BEFORE START OF ANY SERVICE)

The Shipper, subject to and based on the rates, rules, regulations, and conditions in the carriers lawfully published tariff hereby orders the carrier to furnish transportation facilities and service described herein subject to all conditions herein contained including valuation agreed or declared and the conditions on the back hereof which are hereby agreed to by the Shipper and accepted for himself and his assigns. Unless credit arrangements are made in writing the Shipper agrees to pay charges in cash, money order, or certified check prior to complete delivery.

James J. Brown CUSTOMER  
Joe Elliott MOVER

TOTAL CHARGES 720.00  
 PRE-PAYMENT 720.00  
 BALANCE DUE \_\_\_\_\_

DELIVERY RECEIPT  
 Except as specifically endorsed hereon All services and all articles received in good condition.  
James J. Brown CUSTOMER  
Joe Elliott MOVER





# DOCUMENT FOLDER

## COMMONWEALTH OF PENNSYLVANIA PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application Docket No. A-00107168

Application of Donald Fix, t/d/b/a Don Farr Moving Company

I, James J. McNulty, Secretary of the Pennsylvania Public Utility Commission, do hereby certify that the attached is a full, true and correct copy of the Order adopted February 19, 1987, the Hearing Notice dated December 2001 and Freight Tariff - PA P.U.C. No. 2 effective December 1, 1995 in the matter of the above entitled Application, as the same remains of record and in this office.

RECEIVED  
02 APR - 1 AM 10:04  
PENNSYLVANIA P.U.C.  
SECRETARY'S BUREAU

BTS 4  
Jm  
A-00107168C0107  
P3L  
3/14/02

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of the Pennsylvania Public Utility Commission, this FIFTH day of MARCH, 2002.

*James J. McNulty*  
James J. McNulty, Secretary

**DOCKETED**

APR 02 2002

PENNSYLVANIA  
PUBLIC UTILITY COMMISSION  
Harrisburg, PA 17120

EXTRA COPY

Public Meeting held February 19, 1987

Commissioners Present:

Linda C. Taliaferro, Chairman  
Frank Fischl  
Bill Shane

Application of Donald Fix, t/d/b/a Don Farr Moving Company, for the transfer of all of the common carrier rights issued to Allan S. Armour (deceased), under the certificate at A-00071053, Folders 1 and 2, subject to the same limitations and conditions. A-00107168

RECEIVED

John W. Murtaugh, Jr. for Don Farr Moving Company MAR 06 2002

ORDER

BUREAU OF T & S  
LEGAL DIVISION

BY THE COMMISSION:

This matter comes before the Commission on an application filed October 16, 1986. Public notice of the application was given in the Pennsylvania Bulletin of November 22, 1986. The unopposed application is certified to the Commission for its decision without oral hearing.

DISCUSSION AND FINDINGS

Elizabeth M. Armour, has been granted Letters Testamentary to administer the estate of the transferor, Allan S. Armour (deceased). Allan S. Armour died June 7, 1986. The parties entered into an agreement of sale July 22, 1986. The transferee, Donald Fix will operate from a business address of 4700 Clairton Boulevard, Pittsburgh, Allegheny County. The applicant does not now hold authority from the Commission, but is certificated by the Interstate Commerce Commission. In addition, the applicant is an agent for Fogarty Van Lines an Interstate Commerce Commission certificated carrier.

The authority is being purchased for the total consideration of \$18,000.00. No equipment is being purchased or transferred. Four thousand dollars has been paid with the remaining purchase amount to be paid upon approval of the transfer by the Commission. Don Farr Moving Company reports total assets of \$32,000.00 and no liabilities.

The transferor's estate reports no unpaid business debts and is maintaining insurance. Annual Reports have been filed on behalf of the transferor reporting revenue of \$5,462.00, \$7,202.15 and \$2,975.00 in the years 1985, 1984 and 1983, respectively.

We Find:

1. The applicant is fit, willing and able to provide the service proposed.

2. Transfer of the authority is in the public interest and is necessary for the continued accommodation and convenience of the public; THEREFORE,

IT IS ORDERED: That the application for transfer be approved granting the applicant the following rights:

To transport, as a Class D carrier, wallpaper for the Monarch Wall Paper Company, from railroad cars in McKeesport and Braddock to stores of the said company in McKeesport, Braddock, North Side Pittsburgh, Allegheny County, and New Kensington, Westmoreland County.

To transport, as a Class D carrier, coal for domestic use from coal yards in the borough of Braddock and the Hubbard Mine in McKeesport, Allegheny County, to points in the borough of Braddock and the borough of Swissvale, Allegheny County.

To transport, as a Class D carrier, household goods in use between points in the borough of Braddock, Allegheny County, and within five (5) miles by the usually traveled highways of the limits of the said borough.

To transport, as a Class D carrier, household goods in use from points in the borough of Braddock, Allegheny County, and within five (5) miles by the usually traveled highways of the limits of the said borough, to points within thirty (30) miles by the usually traveled highways of the limits of the said borough, and vice versa.

To transport, as a Class D carrier, household goods and office furniture in use, between points in the borough of Homestead, Allegheny County, and within fifteen (15) miles by the usually traveled highways of the limits of the said borough.

To transport, as a Class D carrier, household goods and office furniture in use, from points in the borough of Homestead, Allegheny County, and within fifteen (15) miles by the usually traveled highways of the limits of the said borough, to other points in the county of Allegheny, and vice versa.

subject to the following general conditions.

That the approval hereby given is not to be understood as committing the Commission, in any proceedings that may be brought before it for any purpose, to fix a valuation on the rights to be acquired by the applicant from the present certificate holder equal to the consideration to be paid therefor, or equal to any value that may be placed thereon by applicant, or to approve or prescribe rates sufficient to yield a return thereon.

That applicant shall not record in his utility accounts any amount representing the rights herein granted in excess of the actual cost of such rights to the original holder thereof.

That the \$18,000.00 consideration paid by applicant for the rights and/or going concern value of the business be capitalized by applicant in Account 1550 - Other Intangible Property or in the alternative be charged off against applicant's ownership equity less any amount recorded under condition 2 above; provided the latter is sufficient in amount to absorb said charge off.

That the certificate holder shall comply with all the provisions of the Public Utility Code as now existing or as may hereafter be amended, and 52 Pa. Code Chapter 31, as now existing or as may hereafter be prescribed by the Commission. Failure to comply shall be sufficient cause to suspend, revoke or rescind the rights and privileges conferred by the certificate.

IT IS FURTHER ORDERED: That the authority granted herein, to the extent that it duplicates authority now held by or subsequently granted to the carrier, shall not be construed as conferring more than one operating right.

IT IS FURTHER ORDERED: That upon compliance with the requirements of the Public Utility Code and the rules and regulations of the Commission relative to the filing of evidence of insurance and the filing and acceptance of a tariff establishing just and reasonable rates, a certificate shall issue evidencing the Commission's approval of the right to operate as above determined.

IT IS FURTHER ORDERED: That issuance of the certificate be withheld pending receipt of the 1986 Annual Report of the transferor.

IT IS FURTHER ORDERED: That in the event the applicant has not complied with the requirements hereinbefore set forth within sixty (60) days of the date the order is entered, the application shall be dismissed without further proceedings.

IT IS FURTHER ORDERED: That upon compliance with this order the rights granted the transferor, Allan S. Armour (deceased), at A-00071053, Folders 1 and 2, be cancelled and the record be marked closed.

BY THE COMMISSION,

Jerry Rich  
Secretary

(SEAL)

ORDER ADOPTED: February 19, 1987

ORDER ENTERED: MAR 03 1987



**COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Office Of Administrative Law Judge  
P.O. Box 3265, Harrisburg, PA 17105-3265

IN REPLY PLEASE  
REFER TO OUR FILE

December 14, 2001

In Re:

**A-00107168C0107**

(See attached list)

Pennsylvania Public Utility Commission,  
Bureau of Transportation & Safety

v.

Donald Fix t/a Don Farr Moving Company

Various violations.

Hearing Notice

This is to inform you that a hearing on the above-captioned case will be held as follows:

Type: Prehearing Conference into an Initial Hearing

Date: Thursday, March 14, 2002

Time: 10:00 a.m.

Location: 11th floor hearing room  
Pittsburgh State Office Building  
300 Liberty Avenue  
Pittsburgh, Pennsylvania

Presiding: Administrative Law Judge James D. Porterfield  
1103 Pittsburgh State Office Building  
300 Liberty Avenue  
Pittsburgh, PA 15222  
Telephone: (412) 565-3550  
Fax: (412) 565-5692

Attention: You may lose the case if you do not come to this hearing and present facts on the issues raised.

*Paul C.*  
~~James D. Porterfield~~  
~~Tracy J. ...~~  
~~...~~

FREIGHT-PA. P.U.C. NO. 2

Certificate No. A-107168

Cancels

Freight-PA. P.U.C. No. 1

Donald Fix  
t/d/b/a

DON FARR MOVING COMPANY

LOCAL MOTOR FREIGHT TARIFF  
NAMING  
RATES, RULES AND REGULATIONS  
GOVERNING THE TRANSPORTATION OF  
HOUSEHOLD GOODS AND OFFICE FURNITURE, IN USE,  
BETWEEN NAMED POINTS IN PENNSYLVANIA  
FOR DISTANCES OF 40 MILES AND LESS.  
FOR OPERATING AUTHORITY, SEE PAGE 1 OF TARIFF.

ISSUED: November 1, 1995

EFFECTIVE: December 1, 1995

In accordance with the provisions of Section 601 of the Federal Aviation Administration Authorization Act of 1994 (FAA), this Tariff contains all rates, rules and regulations governing the transportation of Household Goods and Office Furniture, in use, as recently redefined by the Commission, for distances of 40 miles and less. All other matter previously published in this carrier's Tariff Freight-PA. P.U.C. No. 1, and not brought forward herein, is either cancelled or deemed to be deregulated in accordance with the above stated Act.

ISSUED BY:

Donald Fix - Owner  
4920 Buttermilk Hollow Road  
West Mifflin, PA. 15122

PHONE: (412) 469-9700

RECEIVED

OCT 30 1995

Trans. Tariff Section

OPERATING AUTHORITY

Certificate No. A-107168

To transport, as a Class D Carrier, Wallpaper for the Monarch Wall Paper Company, from railroad cars in McKeesport and Braddock to stores of the said company in McKeesport, Braddock, North Side Pittsburgh, Allegheny County, and New Kensington, Westmoreland County.

To transport, as a Class D Carrier, Coal for domestic use from coal yards in the borough of Braddock and the Hubbard Mine in McKeesport, Allegheny County, to points in the Borough of Braddock and the Borough of Swissvale, Allegheny County.

To transport, as a Class D Carrier, Household Goods in use between points in the Borough of Braddock, Allegheny County, and within five (5) miles by the usually traveled highways of the limits of the said Borough.

To transport, as a Class D Carrier, Household Goods in use from points in the Borough of Braddock, Allegheny County, and within five (5) miles by the usually traveled highways of the limits of the said Borough, to points within thirty (30) miles by the usually traveled highways of the limits of the said Borough, and vice versa.

To transport, as a Class D Carrier, Household Goods and Office Furniture in use, between points in the Borough of Homestead, Allegheny County, and within fifteen (15) miles by the usually traveled highways of the limits of the said Borough.

To transport, as a Class D Carrier, Household Goods and Office Furniture in use, from points in the Borough of Homestead, Allegheny County, and within fifteen (15) miles by the usually traveled highways of the limits of the said Borough, to other points in the County of Allegheny, and vice versa.

▲ EXPLANATION OF ABBREVIATIONS

Cu.	-	Cubic
Ft.	-	Foot or Feet
LB(s).	-	Pound(s)
N.O.I.	-	Not Otherwise More Specifically Described Herein
No.	-	Number
P.U.C.	-	Public Utility Commission
PA.	-	Pennsylvania
t/d/b/a	-	Trading and Doing Business As

▲ EXPLANATION OF REFERENCE MARKS

↑	-	Denotes Increase
↓	-	Denotes Reduction
▲	-	Denotes Change In Wording
@	-	Denotes New or Addition
●	-	Denotes No Change
%	-	Denotes Percent

SECTION 1

COMMODITY DESCRIPTION AND CLASSIFICATION OF PROPERTY

Commodity Description

The classification of property to which these rates, rules and regulations apply is that class of property designated by the Pennsylvania Public Utility Commission in Released Valuation Rate Docket No. 46 as a commodity under the following commodity description:

The term "household goods" means property usual to use in a household when a part of such household equipment or supply; furniture, fixtures, equipment and property usual in a store, office, museum, institution, hospital or other establishment when a part of the stock, equipment or supply of such store, office, museum, institution, hospital or other establishment; works of art, furniture, musical instruments, displays, exhibits and articles requiring specialized handling and equipment usually employed in moving household goods.

All property transported under the commodity description as set forth above shall be subject to the following classification and minimum-weights and rates as set forth herein.

Classification of Property

CLASS 1 SHIPMENTS are personal effects and property usual in a dwelling, when a part of the equipment or supply of such dwelling; and articles, including displays and exhibits, which because of their unusual nature or value require specialized handling and equipment usually employed in moving household goods which are not described in Class 2 (shipments of a gross cubic measurement of 150 cubic feet or less are excluded)

CLASS 2 SHIPMENTS are furniture, fixtures, equipment and property of stores, offices, museums, institutions, hospitals and establishments other than dwellings when a part of the stock, equipment or supply of such stores, offices, museums, institutions, hospitals and establishments other than dwellings (shipments of a gross cubic measurement of 150 cubic feet or less are excluded).

APPLICABILITY -- DEFINITION OF TERM "40 MILES OR LESS"

The rates, rules and regulations named herein shall apply to shipments:

- (a) Where there is only one point of origin and one point of destination and the distance between such points is 40 miles or less; or
- (b) Where there is more than one point of origin or destination, or both, and the distance between first point of origin and final point of destination is 40 miles or less.

(Where, on shipments with more than one point of origin or destination, or both, the distance between first point of origin and final destination is more than 40 miles; rates for transportation of the entire shipment shall be computed from carriers' tariffs applicable for distances of more than 40 miles.)

SECTION 1 - GENERAL RULES AND REGULATIONS

<p align="center">PROPERTY SUBJECT TO UNIFORM HOUSEHOLD GOODS BILL OF LADING</p>	<p align="center"><u>RULE 1</u></p> <p>(a) Unless otherwise provided, when property is transported subject to this commodity classification, the acceptance and the use of the Uniform Household Goods Bill of Lading described herein are required.</p> <p>(b) The rates shown herein are reduced rates conditioned upon the use of the Uniform Household Goods Bill of Lading. Consignor, at his option, may elect not to accept the terms of the Uniform Household Goods Bill of Lading, and in lieu thereof to have the carrier transport the property with carrier's 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 conditions of the Uniform Household Goods Bill of Lading insofar as such terms and conditions are not inconsistent with such common carrier's liability; the rate charged therefor will be 100 per cent higher than the rate and charges contained in this tariff as would otherwise apply.</p> <p>(c) When the consignor elects not to accept any of the terms of such bill of lading he must give notice to the initial carrier of such election. The initial carrier must indicate the receipt of such notice by writing or stamping thereon a clause signed by the carrier reading:</p> <p align="center">"In consideration of the higher rate charged, the property herein described will be carried, and the services to be rendered hereunder will be performed, with the carrier's liability limited only as provided by law; but subject to the terms and conditions of this bill of lading insofar as they are not inconsistent with such common carrier's liability."</p>
	<p align="center"><u>RULE 2</u></p> <p><b>INSURANCE</b></p> <p>The cost of insurance against marine risk or any insurance in the name of the shipper, or for the benefit of the shipper, will not be assumed by the carrier.</p>

**SECTION I - GENERAL RULES AND REGULATIONS**

<p align="center"><b>DECLARATION OF VALUE</b></p>	<p align="center"><u><b>RULE 3</b></u></p> <p>(a) Shippers are required to state specifically, in writing, the agreed or declared value of the property.</p> <p>(b) Valuations shall be declared in accordance with Pennsylvania Public Utility Commission Released Valuation Rate Docket No. 46</p> <p>(c) If shipper declines to declare the value or agree to a released value in writing, the shipment will not be accepted.</p> <p>(d) The agreed or declared value shall be deemed to relate to all services undertaken by the carrier or its agents, to each article separately and not the shipment as a whole. Such agreed and declared value must be entered on Bill of Lading in the following form:</p> <p align="center">THE AGREED OR DECLARED VALUE OF THE PROPERTY IS HEREBY SPECIFICALLY STATED BY THE SHIPPER TO BE NOT EXCEEDING . . . . . PER POUND, PER ARTICLE.</p> <p>(e) The agreed or declared value shall be stated in cents or dollars and cents per pound.</p> <p>(f) Shipper may declare, on specific articles, valuations in excess of the value declared on the shipment; each such article must be described and its excess declared value set forth in space provided on Bill of Lading.</p> <p>(g) For the purposes of this rule, where weight of article lost or damaged cannot be readily ascertained such article shall be deemed to weigh not in excess of 7 pounds per cubic foot.</p>
<p align="center"><b>EXTRA PICK-UP OR DELIVERY</b></p>	<p align="center"><u><b>RULE 4</b></u></p> <p>Portions of a shipment may be picked-up or delivered at more than one place enroute between origin and destination.</p>
<p align="center"><b>MILEAGE</b></p>	<p align="center"><u><b>RULE 5</b></u></p> <p>Where rates are based on mileage, the following shall be applicable:</p> <ol style="list-style-type: none"> <li>1 Distance or mileage herein shall be computed in accordance with the official highway map issued by Pennsylvania Department of Highways.</li> <li>2 If the shipper requests a longer route than the shortest available regularly traveled highway route, the mileage over the longer route shall apply.</li> </ol>
<p align="center"><b>PICK UP AND DELIVERY AT WAREHOUSE</b></p>	<p align="center"><u><b>RULE 6</b></u></p> <p>(a) Rates and charges herein do not include warehouseman's storage, labor in, labor out, or other charges of the warehouseman.</p> <p>(b) After delivery of property to warehouse (except where delivery to warehouse is for storage in Transit and delivery from warehouse is made within the Storage in Transit period as provided in applicable tariff), property shall be subject to rules and regulations of the warehouseman.</p> <p>(c) Shipper or authorized representative shall have the right to be present during time of loading or unloading at warehouse.</p> <p>(d) On deliveries to warehouse: property shall be unloaded at door or platform, on elevator, or at other point most convenient or accessible for unloading.</p> <p>(e) Hourly rates for vehicles and men (except supervisors) apply only to men actually engaged in loading and/or unloading, do not apply to such men while engaged in checking, tagging, marking or similar activities.</p> <p>(f) Hourly rates for vehicles and men (except supervisors) shall not continue during periods of waiting (for other vehicles to complete loading or unloading of other shipments, for use of elevator, or for any other cause); nor during periods of interruption (temporary use of elevator for other purposes, while portions of shipment are being unloaded from elevator to permit unloading balance of shipment, while remaining portions of shipment are being loaded on elevator to permit loading balance of shipment, or for any other cause); EXCEPT when such periods of waiting or interruption are ordered by or the fault of shipper.</p> <p>(g) When a man engages only in loading and/or unloading at warehouse (during a portion of the time or all the time vehicle is being loaded or unloaded), but does not engage in handling property at shipper's residence or establishment: Hourly Rates for such man shall apply only during time actually engaged in loading or unloading at warehouse.</p>
<p align="center"><b>PICK UP AND DELIVERY AT SHIPPERS RESIDENCE OR ESTABLISHMENT</b></p>	<p align="center"><u><b>RULE 7</b></u></p> <p>Vehicles and men shall be deemed to have arrived at shipper's residence or establishment when they reach the nearest accessible point to such residence or establishment.</p>

**SECTION 1 - GENERAL RULES AND REGULATIONS**

<p align="center"><b>MARKING AND PACKING</b></p>	<p align="center"><u><b>RULE 8</b></u></p> <p>(a) Packages containing fragile articles or articles consisting wholly or in part of glass, when packed by the shipper or his agent, must be marked by plain and distinct letters designating the fragile character of contents.</p> <p>(b) When articles of furniture consisting wholly or in part of glass are covered or wrapped by the shipper or his agent, such articles shall be wrapped in a manner to clearly expose glass surfaces or glass portions.</p>
<p align="center"><b>ARTICLES TAKEN APART -- PIECE OR PACKAGE ONE ARTICLE</b></p>	<p align="center"><u><b>RULE 9</b></u></p> <p>Each shipping piece or package and contents thereof shall constitute one article. The total component parts of any article taken apart or knocked down for handling or loading in vehicle shall constitute one article.</p>
<p align="center"><b>ARTICLES OF HIGH OR EXTRAORDINARY VALUE NOT ACCEPTED</b></p>	<p align="center"><u><b>RULE 10</b></u></p> <p>Unless otherwise provided, the following property will not be accepted for shipment: Bank bills, coin or currency, deeds, notes, drafts, or valuable papers of any kind, jewelry, postage stamps, stamp collections, revenue stamps, letters, precious stones, or articles of peculiarly inherent or extraordinary value; precious metals or articles manufactured therefrom. Should such articles come into the possession of the carrier without his knowledge, responsibility for safe delivery will not be assumed.</p>
<p align="center"><b>ARTICLES LIABLE TO DAMAGE PROPERTY</b></p>	<p align="center"><u><b>RULE 11</b></u></p> <p>(a) Explosives or dangerous goods will not be accepted for shipment. Any person or persons, whether principal or agent, shipping such goods, shall be liable for and indemnify the carrier against all loss or damage caused by such goods and carrier shall not be liable for safe delivery of the shipment.</p> <p>(b) The rates in the tariff do not obligate the carriers to receive property liable to impregnate or otherwise damage equipment or other property. Such property may be accepted and receipted for "subject to delay for suitable equipment" or for lack of suitable equipment, may be refused.</p>
<p align="center"><b>PETS, PLANTS, FLOWERS, SHRUBBERY</b></p>	<p align="center"><u><b>RULE 12</b></u></p> <p>When household pets, plants, flowers or shrubbery are transported, the carrier will not be responsible for their safe delivery.</p>
<p align="center"><b>INSPECTION OF PACKAGES</b></p>	<p align="center"><u><b>RULE 13</b></u></p> <p>When carrier or his agent believes it necessary that the contents of packages be inspected, he shall make or cause such inspection to be made, or require other sufficient evidence to determine the actual character of the property.</p>
<p align="center"><b>SERVICING SPECIAL ARTICLES</b></p>	<p align="center"><u><b>RULE 14</b></u></p> <p>The transportation rates in the tariff do not include servicing or reservicing articles or appliances such as refrigerators, Deep Freeze Cabinets, Radios, Record Players, Washing Machines, Television Sets, Air Conditioners, and the like which, if not properly serviced, may be damaged in, or incident to, transit; nor is liability assumed for any such damage unless said articles or appliances are serviced and reserviced as provided in (a) or (b) below.</p> <p>(a) Upon request of shipper, owner or consignee of the goods, carrier will, subject to (b) below, service and reservice such articles and appliances at origin and destination for the additional charge provided in Section III, Additional Services. Such servicing and reservicing does not include removal or installation of articles secured to the premises; or plumbing, electrical or carpentry services necessary to disconnect, remove, connect and install such articles and appliances.</p> <p>(b) If carrier does not possess the qualified personnel to properly service and re-service such articles or appliances, carrier will upon request of shipper, owner or consignee and as agent for them, engage third persons to perform the servicing and re-servicing. When third persons are engaged by the carrier to perform any service, the carrier will not assume responsibility for their activities or conduct; amount of their charges; nor for the quality or quantity of service furnished.</p> <p>(c) All charges of the third persons must be paid by the shipper, and are in addition to all other charges in this tariff. Such charges will be advanced by the carrier and billed as an Advanced Charge as provided in Rule 36 herein.</p>
<p align="center"><b>SHIPMENTS ACCEPTED SUBJECT TO LAWS</b></p>	<p align="center"><u><b>RULE 15</b></u></p> <p>Shipments will be accepted subject to the requirements of ordinance or limitation of law regulating the transportation of the property, or the use of vehicles and facilities.</p>
<p align="center"><b>ADDITIONAL SERVICES</b></p>	<p align="center"><u><b>RULE 16</b></u></p> <p>Except as otherwise provided herein, rates or charges named covering "Terminal Services" and "Additional Services" rendered by the carrier, are in addition to the transportation rates named in this tariff.</p>

**SECTION 1 - GENERAL RULES AND REGULATIONS**

<p align="center"><b>CARRIER'S OBLIGATION FOR SERVICE</b></p>	<p align="center"><u><b>RULE 17</b></u></p> <p>(a) Carrier's obligation to accept property for shipment is subject to capacity, type of vehicle, facilities, equipment and personnel available.</p> <p>(b) Carrier is not obligated to transport property by any particular vehicle, train or vessel, or otherwise than with reasonable dispatch.</p>
<p align="center"><b>INCOMPLETE DELIVERY</b></p>	<p align="center"><u><b>RULE 18</b></u></p> <p>(a) When due to the size of any article or articles included in a shipment it is impossible to deliver such article or articles to the place specified by shipper within a building because of physical conditions at entrance to or within such building; such articles shall be deemed to have been delivered when placed as near the location specified by shipper as the size or shape of articles and physical conditions at entrance to or within the building will permit.</p> <p>(b) If delivery by the carrier is physically impossible by reason of structure of building or its inaccessibility and shipper issues no alternate delivery instructions, the carrier shall place the shipment or any part thereof not reasonably possible of delivery, in storage to the order and at the expense of the shipper, owner or consignee of the goods, and carrier's liability shall forthwith cease and all charges then accrued shall be due and payable forthwith.</p> <p>(c) Carrier will not transport such article or articles from original point of destination except at rates named in this tariff for such transportation.</p>
<p align="center"><b>PAYMENT</b></p>	<p align="center"><u><b>RULE 19</b></u></p> <p>(a) The carrier will not deliver or relinquish possession of any property transported by it until all tariff rates and advanced charges thereon have been paid in cash, money order, or certified check, except where other arrangements have been made in accordance with rules and regulations of the Pennsylvania Public Utility Commission.</p> <p>(b) Nothing herein shall limit the right of the carrier to require at time of or before shipment, the prepayment in part or in full or guarantee of the charges. If upon inspection, it is ascertained that the articles shipped are not those described in the Bill of Lading, the tariff charges must be paid upon the articles actually shipped.</p>
<p align="center"><b>CLAIMS</b></p>	<p align="center"><u><b>RULE 20</b></u></p> <p>(a) Any claims for loss, damage, or overcharge shall be in writing and shall be accompanied by original paid bill for transportation and original bill of lading, if not previously surrendered to carrier. Carrier may require certified or sworn statement of claim.</p> <p>(b) Carrier should be immediately notified of all claims for concealed damage and shall be given reasonable opportunity to inspect alleged concealed damage in original package.</p> <p>(c) The carrier's liability shall not exceed the cost of repairing or replacing the property lost or damaged with materials of likekind and quality not exceeding the actual cash value of the property at time and place of loss, with due allowance for depreciation or deterioration howsoever caused, but in no event to exceed the released value declared by the shipper in accordance with Pennsylvania Public Utility Commission Released Valuation Rate Docket No. 46</p> <p>(d) The carrier's liability for goods shall cease when the property has been delivered to and receipted for by the owner, or by the consignee or shipper or the authorized agent of either, except as to damage noted at time of delivery. When the carrier is directed to unload or delivery property (or render any services) at a place or places at which the consignee or its agent is not present, the property shall be at the risk of the owner after unloading or delivery.</p> <p>(e) Where the carrier is directed to load property from (or render any services at) a place or places at which the consignor or its agent is not present, the property shall be at the risk of the owner before loading.</p> <p>(f) The carrier's liability with regard to sets or matched pieces shall be limited to repair or replacement of the lost or damaged piece or pieces only and shall not extend to repair, replacement or recovering of the entire set, but in no event to exceed the released value declared by the shipper in accordance with Pennsylvania Public Utility Commission Released Valuation Rate Docket No. 46</p>
<p align="center"><b>DISPOSITION OF FRACTIONS</b></p>	<p align="center"><u><b>RULE 21</b></u></p> <p>Unless otherwise provided, to dispose of fractions in computing a charge omit fractions of less than one-half of one cent, and increase to the next whole figure fractions of one-half of one cent or greater.</p>
<p align="center"><b>LIMITATIONS OF CERTIFICATE OR PERMIT</b></p>	<p align="center"><u><b>RULE 22</b></u></p> <p>The adoption or incorporation of any or all of the rules, regulations or rates named in this tariff by any carrier, shall not be construed to grant or extend the rights or privileges of such carrier beyond those granted in the certificate or permit issued to such carrier by the Pennsylvania Public Utility Commission.</p>

**SECTION 1 - GENERAL RULES AND REGULATIONS**

<p align="center"><b>HOURLY RATES AND TRAVEL CHARGES</b></p>	<p align="center"><u><b>RULE 23</b></u></p> <p>(a) Charges based on time shall be computed by multiplying the hourly rate by the time involved.</p> <p>(b) Except as otherwise provided herein, hourly rates shall be computed from arrival of vehicles and men at first point of origin to completion of unloading and dismissal of vehicles and men by consignee at final destination. When time of arrival of vehicles and men is not concurrent or when time of dismissal of vehicles and men is not concurrent; hourly charges shall apply from the time of arrival of each vehicle and man to the time of dismissal of each vehicle and man.</p> <p>(c) Except as otherwise provided herein, when one vehicle performs the transportation continuously in two or more trips, only one traveling charge shall be applicable and hourly rates shall be computed from arrival of vehicle and men at first point of origin on first trip until completion of unloading and dismissal of vehicle and men by consignee at final destination on last trip.</p> <p>(d) Except as otherwise provided herein, when more than one vehicle performs the transportation, traveling charge shall apply for each vehicle and men and hourly rates shall apply on each vehicle and men from arrival at first point of origin until completion of unloading and dismissal of vehicles and men at final destination.</p> <p>(e) When transportation service is performed on more than one day and the performance of such service is not continuous, the portion transported on each day shall be charged for as a separate shipment.</p> <p>(f) When, after ordering transportation service, shipper subsequently orders additional property transported later on the same day and the transportation of both shipments is not performed continuously or when, at the request of the shipper, transportation service is performed at different times during the same day not continuously: each portion of the transportation shall be charged for as a separate shipment.</p>
<p align="center"><b>CARRY JOBS</b></p>	<p align="center"><u><b>RULE 24</b></u></p> <p>(a) When property is moved from one place in a building to another place in the same building such place shall be considered both the point of origin and point of destination and rates and charges herein shall be applied accordingly.</p> <p>(b) Except as provided in paragraph (c) of this rule, when property is moved from one location to another (including within a building) without being loaded on a vehicle, carrier shall furnish vehicle to make available necessary supplies and equipment, and charges for such vehicle shall be the same as would apply if property had been loaded on vehicle.</p> <p>(c) When, by agreement with shipper in advance of performance of service, carrier does not furnish vehicle when property is moved from one location to another (including within a building) without being loaded on a vehicle; rates and charges for men supplied by carrier to perform such moving service, shall be as follows:</p> <ol style="list-style-type: none"> <li>1. Applicable Travel Charge (if a Class 1 Shipment), irrespective of transportation medium employed by men to reach point of origin;</li> <li>2. Hourly Charges (including applicable flat first-hour charge if a Class 2 shipment) at rate or rates applicable during period of performance of service, subject to a MINIMUM CHARGE based on eight hours at highest hourly rate applicable during period of performance of service; and</li> <li>3. Applicable charge for delivery and pickup of supplies necessary to accomplish the moving (dollies, jerrys, hand truck, etc.) at rates named herein for "Delivery and Pick Up of Containers and Material."</li> </ol>
<p align="center"><b>NUMBER OF MEN</b></p>	<p align="center"><u><b>RULE 25</b></u></p> <p>(a) Carrier will not supply vehicle without driver.</p> <p>(b) The carrier reserves the right to furnish the necessary number of men to properly handle shipment.</p> <p>(c) On request of the shipper, the carrier will furnish men in addition to the number considered necessary by the carrier, at rates shown herein.</p>
<p align="center"><b>EXTRA MEN TO LOAD OR UNLOAD</b></p>	<p align="center"><u><b>RULE 26</b></u></p> <p>Where rates are based on time and extra men (in addition to men traveling on vehicle) are supplied at option of carrier to load or unload, hourly charge shall be made for such men only while they are engaged in such loading or unloading.</p>
<p align="center"><b>SPECIAL ARTICLES DEFINED</b></p>	<p align="center"><u><b>RULE 27</b></u></p> <p>Where the term "Special Articles" is used in this tariff, such "Special Articles" shall be deemed to comprise the following: cabinets (fire resistant); pianos (grands, electric player grands, spinets, uprights); organs, electric; safes; stoves (coal, electric, gas, oil); and refrigerators (mechanical).</p>

## SECTION 1 - GENERAL RULES AND REGULATIONS

<u>RULE 28</u>	
BASES OF CUBIC FOOT MEASUREMENT	<p>(a) Unless otherwise provided, rates and charges named herein, based on cubic measurement, shall be assessed on gross cubic footage as determined by the use of Table of Measurements, pages 8, 9 and 10 regardless of actual gross cubic footage of the shipment.</p> <p>(b) When an article not listed in the Table of Measurements is included in a shipment, the cubic footage for an article of similar size listed in Table of Measurements the actual cubic footage of such article will apply.</p> <p>(c) Where rates are not shown for the gross measurement of a shipment as provided in paragraphs (a) and (b) above, the rates for the next greater quantity shown shall apply.</p> <p>(d) Where rates are not shown for a quantity as great as the gross cubic footage of a shipment as provided in paragraphs (a) and (b) above, applicable charge shall be determined by a combination of smaller quantities resulting in the lowest aggregate charge.</p>
ARTICLES WEIGHING 1,000 POUNDS OR MORE	<u>RULE 29</u>
	<p>Except as otherwise specifically provided in the tariff, or as amended, the services covered by the tariff do not include the handling, loading, or unloading of any single article weighing 1,000 pounds or more. The extra handling, loading or unloading in every instance must be provided by the shipper, or if the carrier has additional personnel and equipment available, such extra services upon request of the shipper may be provided by the carrier at charges as shown in this tariff. When necessary, such articles must be securely braced and blocked and when such bracing or blocking requires material not forming part of the regular equipment of the vehicle or extra labor, such material and labor must be furnished by the shipper. On request of the shipper, the carrier may arrange for the transportation of such articles by a carrier certificated to perform heavy hauling and rigging.</p>
WHEN INTERMEDIATE VEHICLE REQUIRED	<u>RULE 30</u>
	<p>When, because of highway or other conditions beyond the carrier's control, the place of origin of a shipment or the place of destination of shipment is so located as to require the use of an intermediate vehicle to accomplish pick-up and/or delivery, such intermediate vehicle shall be provided by the shipper and the expense of such vehicle shall not be assumed by the carrier.</p>
FEES FOR USE OF ELEVATORS OR BUILDINGS	<u>RULE 31</u>
	<p>Rates do not include the payment of any fees, charges or compensation for use of elevators, nor for elevator operators, nor for building employees. Any expense incidental to carrier's use of elevators or buildings shall be borne by shipper. Shipper shall make all necessary arrangements for use of elevators and buildings by carrier.</p>
HOLIDAYS	<u>RULE 32</u>
	<p>(a) Except as noted below the word "Holidays" as used herein shall mean New Year's Day, Memorial Day, Independence Day (Fourth of July), Labor Day, Thanksgiving Day and Christmas Day.</p> <p>(b) Where a Holiday falls on a Sunday, the Monday following shall be considered the Holiday.</p> <p>(c) For carriers domiciled in Philadelphia or taking the Philadelphia rate basis, add Washington's Birthday and Columbus Day to the list of Holidays shown in (a).</p> <p>(d) For carriers domiciled in Allegheny County (or taking the Allegheny County rate basis) or Fayette County (or taking the Fayette County rate basis), add Veterans Day (November 11) to the list of Holidays shown in (a).</p> <p>(e) For carriers domiciled in Berks, Schuylkill, Carbon, Lehigh, Northampton and Monroe Counties, add Washington's Birthday to the list of Holidays shown in (a).</p>
SUBSTITUTION OF VEHICLES OR MEN	<u>RULE 33</u>
	<p>Where service is performed continuously and carrier substitutes a vehicle or a man for a vehicle or a man already engaged during the period of such continuous service: rates and charges shall be applied as though no substitution had been made and as though service had been performed by one man or one vehicle continuously.</p>
PERISHABLE FOOD	<u>RULE 34</u>
	<p>(a) Carrier will not accept for shipment frozen foods or other articles requiring refrigeration except as provided in paragraph (b) of this rule.</p> <p>(b) Frozen food may be accepted for transportation provided:</p> <ol style="list-style-type: none"> <li>1. The food is contained in a freezer which at time of loading is operating at normal deep freeze temperature.</li> <li>2. The delivery is accomplished within 24 hours from time of loading.</li> <li>3. No storage of shipment is required.</li> <li>4. No preliminary or enroute servicing by use of dry ice, electricity, or other preservative methods is required of the carrier.</li> </ol> <p>(c) When such articles are included in a shipment with or without knowledge of the carrier responsibility for condition or flavor will not be assumed by the carrier.</p>

**SECTION 1 - GENERAL RULES AND REGULATIONS**

<p align="center"><b>RIGGING SERVICE</b></p>	<p align="center"><u><b>RULE 35</b></u></p> <p>When because of the size or nature of the lading, it is necessary to utilize the services of a rigger, such service must be provided by the shipper, consignee or owner of the goods. If requested by shipper, consignee or owner, carrier will, as agent for them and at their expense, arrange for such rigging service, if available, but carrier assumes no responsibility for the activities or conduct of third persons, amount of their charges, nor for the quality or quantity of service furnished.</p>
	<p align="center"><u><b>RULE 36</b></u></p> <p>Charges advanced by carrier for services of others engaged at the request of the shipper will be supported by carrier with a copy of invoice setting forth services rendered, charges and basis thereof, together with reference to 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.</p>

<p><b>NOTE 1:</b></p>	<p align="center"><b>ZONES</b></p>
<p><b>ZONE A</b></p>	<p>"ZONE A" includes the County of Philadelphia and Philadelphia suburbs within a line connecting and including: Essington, Ridley Park, Morton, Springfield, Eagle, Bon Air, Oakmont, Haverford, Lafayette, Spring Mill, Williams, Whitmarsh, Fitzwatertown, Roslyn, Beth Ayres, City Line and Andalusia.</p>
<p><b>ZONE B</b></p>	<p>"ZONE B" includes territory (beyond Zone "A") within a line connecting and including: Chester, Feltonville, Barkor, Bridgewater, Bartonville, Media, Rose Tree, Worrell, Newtown Square, St. Davids, King Manor, Norristown, Penn Square, Pennlyn, Three Tuns, Maple Glen, Horsham, Hatboro, Sorrell Horse, Trevose, Bensalem and Eddington.</p>
<p><b>ZONE C</b></p>	<p>"Zone C" includes territory within Allegheny County.</p>

<p><b>NOTE 2:</b></p>	<p align="center"><b>COUNTIES</b></p>
<p><b>PHILADELPHIA COUNTY</b></p>	<p>"PHILADELPHIA COUNTY" and "PHILADELPHIA", when used herein, include the City and County of Philadelphia and that portion of Upper Darby Township lying west of the Schuylkill River and extending to City Line Avenue (Township Line), Lansdowne Avenue, Baltimore Avenue, Cobbs Creek and Bow Creek.</p>
<p><b>DELAWARE COUNTY</b></p>	<p>"DELAWARE COUNTY", when used herein, does not include that portion of Upper Darby Township lying west of the Schuylkill River and extending to City Line Avenue (Township Line), Lansdowne Avenue, Baltimore Avenue, Cobbs Creek and Bow Creek.</p>

## SECTION 1

## TABLE OF MEASUREMENTS AND WEIGHTS

Except as otherwise provided, rates and charges herein based on cubic measurement shall be assessed on gross cubic footage as determined by the use of this Table of Measurements regardless of actual measurement. See Rule 20.

## WEIGHTS SHOWN FOR CARRIER GUIDANCE

ARTICLE	CUBE	WEIGHT	ARTICLE	CUBE	WEIGHT	ARTICLE	CUBE	WEIGHT
<b>BAGGAGE</b>			<b>SOFAS</b>			<b>APPLIANCES</b>		
Foot Locker.....	4	25	Love Seat, uphstd.....	31	110	TV Stand.....	4	10
Suitcase.....	3	10	exposed frame..	31	70	Vacuum Cleaner.....	4	25
Trunk, steamer.....	11	45	Sectional, uphstd, 1 pc	27	110	<b>LAUNDRY EQUIPMENT</b>		
Trunk, wardrobe.....	11	80	exposed frame, 1 pc.	22	50	Dryer, standard.....	18	180
<b>BEDS</b>			Sofa, uphstd.....	45	200	heavy deluxe....	22	230
Bassinet/bath table....	16	25	exposed frame....	26	120	Ironer (mangle).....	5	65
Bunk Beds.....	50	200	Sofa-Bed, foldout bed..	41	330	table model.....	2	30
Crib, baby.....	14	80	fold/down back..	44	160	Ironing Board.....	3	15
Double Bed/3/4 size....	50	200	Studio Couch, uphstd..	40	150	Washer, front load....	22	300
King-size-bed.....	65	400	exposed frame..	40	90	top load.....	22	230
Rollaway/day bed.....	25	100	<b>TABLES</b>			Washer-Dryer comb....	25	360
Single bed.....	37	170	Breakfast, 4' or less..	6	50	Washer, w/wringer.....	21	150
<b>CABINETS &amp; CHESTS</b>			5-6' long....	9	80	<b>MISCELLANEOUS</b>		
Bachelor & Stacking....	11	80	6' long & up	14	100	Baby Carriage/stroller.	7	30
Bookcase.....	15	60	Card Table/child's	3	20	deluxe carriage..	7	50
Bookcase.....	6	25	table.....	6	50	Clock, Grandfather....	16	240
Buffet, traditional....	25	200	Coffee/drum table.....	6	50	Fireplace Equipment....	6	50
modern.....	17	150	Dining, modern, under 5'	12	80	Garbage Can.....	5	10
server base....	15	100	tradtnl, over 5'...	15	140	Hampers, Clothes.....	5	15
hutchtop-add....	16	100	hvy, pedestal legs..	32	180	Lamp, Floor.....	3	20
Cedar Chest.....	12	75	End Table/night table..	6	30	Magazine Rack.....	2	10
Chest of Drawers, ch/ch.	24	200	Folding Snack (4).....	5	15	Organ, large elec....	43	450
sgl & dbl.....	20	130	Picnic Table, fldg....	6	30	speaker.....	15	130
China Closet.....	26	150	wood plank.....	31	130	Piano, spinet.....	37	400
breakfront....	32	200	wd.plank w/benches..	46	160	Rug, 9'x 12'.....	10	50
corner cabinet..	19	100	Ping Pong Table, fldg..	16	110	Rug Pad, straw, 9'x 12'	10	35
hutch over 4'w.	44	270	Tea Cart.....	11	50	Tires, mounted.....	3	40
hutch under 4'w.	27	200	cabinet model....	13	80	Typewriter, Stndrd....	1	40
Dresser, triple.....	27	230	Telephone, w/chair....	11	25	Portable.....	1	20
double.....	23	180	Utility Table (& cart)..	11	25	Work Bench.....	19	100
single.....	20	140	<b>APPLIANCES</b>			<b>TOOLS &amp; IMPLEMENTS</b>		
vanity.....	17	70	Air Conditioner.....	6	170	Garden Cart/spreader..	3	25
Filing Cabinet 2-dwr..	7	50	heavy duty....	7	280	Garden Hose/50' or....	5	15
Kitchen Cab'n't ovr 3'w	28	100	Dehumidifier, prtbl....	5	70	reel, or hvy sprnkir..	5	20
under 3'w.....	18	60	Dishwasher.....	13	150	Ladder, ext. metal/8'..	5	15
Liquor Cabinet.....	14	75	Fan, window.....	4	35	ext. wood/8'....	5	20
Record Cabinet.....	11	40	table model.....	2	15	step/5'.....	5	15
Room Divider, 4'x3 1/2'h.	18	55	Floor Polisher.....	2	30	Lawn Mower, hand/elec..	6	35
Sewing Cabinet, large..	11	80	Freezer, under 10 cu... 27	250	power, gas.....	7	90	
small.....	4	30	11-15 cu.....	36	340	power, frnt-dischg..	9	140
Wardrobe, wood.....	34	100	16-20 upright.....	40	380	power, rider/type... 17	150-300	
w/mirror or cedar	37	140	16-20 chest.....	43	450	Lawn roller, 18'x 12'..	3	30
fibreboard.....	37	25	over 20 cu. upright.. 59	450	over 20 cu. chest... 49	24'x 18'.....	5	60
<b>CHAIRS</b>			over 20 cu. chest... 49	525	Heater, portable.....	3	20	
Bench, piano/ducon's..	14	35	Humidifier, portable.. 5	40	Phonograph, combtn... 24	180	Power Tool.....	
footstool.....	4	10	console over 3'w... 14	120	console under 3'w... 10	70	Tool Box.....	
Child's Chair.....	4	10	table model.....	4	50	Tools, Garden-2 lb.ea..	6	30
Dining Chair, arm.....	8	25	portable.....	4	30	Wheelbarrow/lawn swpr..	9	70
straight, folding	5	15	speaker cabinet....	7	30	hvy duty/snow blower..	9	70
or kitchen stool..	5	20	Range, 36'w.....	23	300	<b>TOYS &amp; REC. EQUIP.</b>		
Hassock or ottoman....	9	45	30'w.....	19	225	Bicycle.....	10	50
High Chair.....	6	20	20'w.....	11	150	Bowling Ball & Bag....	1	20
Lawn Chair, heavy.....	11	40	Refrigerator, over 15cu	39	400	Child's Vehicle.....	10	35
folding.....	5	10	11-15 cu.....	37	350	Doll Carriage.....	5	15
Lounge or uphl.recliner	21	90	7-10 cu.....	27	250	Golf Bag (10 clubs)....	3	20
Mfd Lounge/lwt.....	14	60	6 cu. & under..	22	150	Grill, bowl & tripod... 9	25	
Occas'n'l Chair, armless	10	30	Roaster, on stand....	11	50	hood, kettle or wagon.. 13	40	
or open arm.....	15	70	table model....	5	30	deluxe wagon.....	24	150
Rocker, uphstd.....	15	70	Sewing Machine, desk... 9	100	Gym Set, deluxe.....	20	150	
wood, lwt.....	9	25	console....	6	75	tower or slide	20	70
<b>DESKS</b>			portable....	3	40	swings.....	14	100
Corner Desk.....	8	60	Tape Recorder.....	2	40	Outboard, 25 h.p.....	5	100
Kneehole, home size... 10	100	TV, combtn, triple....	22	200	Playpen, folded.....	7	35	
office size....	41	230	console color....	25	190	Sandbox, w/top.....	10	35
Secretary.....	27	160	console b & w....	17	120	Toy Chest.....	6	25
base only....	14	130	table color.....	16	160	Tricycle.....	9	25
Student Desk.....	10	80	table b & w.....	8	75	Wagon, child's.....	7	25
Wrought Iron Desk.....	5	25	portable.....	4	50			

## SECTION 1

## TABLE OF MEASUREMENTS AND WEIGHTS

Except as otherwise provided, rates and charges herein based on cubic measurement shall be assessed on gross cubic footage as determined by the use of this Table of Measurements regardless of actual measurement. See Rule 28.

## WEIGHTS SHOWN FOR CARRIER GUIDANCE

PACKING DENSITY GUIDE			SUPPLEMENTARY CUBE AND WEIGHT LIST		
ITEMS	DENSITY	CARTON EQUIVALENTS	ARTICLE	CUBE	WEIGHT
Cannisters - empty Christmas Decorations Gift Boxes, empty Hat Boxes, empty Hats Lampshades Pillows Shoe Boxes, empty	3	{1.5 cu. ft.- 5 lbs. 3.0 cu. ft.-10 lbs. 6.0 cu. ft.-20 lbs.	Gun Cabinet	14	80
			Gun Rack	5	15
			Guns, rifle or shotgun	1	10
			Hibachi Stove, 10" x 10"	1	20
			20" x 10"	2	40
Blankets Clothing Curtains & Drapes Kitchen Appliances & Utensils Linens Pictures, small Pots & Pans Rugs, small Shoes Toys	10	{1.5 cu. ft.-15 lbs. 3.0 cu. ft.-30 lbs. 6.0 cu. ft.-60 lbs.	Incinerator, cane top	6	20
			Liquor/Wine, case/fifths	3	40
			case/quarts	3	50
			Marble, tabletops		14 lb./sq.ft
			Mirror, 1/4" thick		4 lb./sq.ft
			Movie Projector, 8 mm.	2	20
			16 mm.	2	40
			Organ, 57 x 29 x 40, large	41	525
Bric-a-brac China Crystal Dishes Glassware Lamps Mantle Clocks Silver Serving Sets Vases Wall Plaques	13	Dishpack - 70 lbs.	49 x 29 x 38, large	34	425
			49 x 29 x 39, large	34	450
			48 x 43 x 46, large	58	381
			46 x 25 x 42, spinet	31	225
			, spinet	22	161
			, chord	22	140
			Organ Speaker, 32 x 18 x 38	16	130
Camera Equipment Cleaning Supplies Cosmetics Dry Foods Hotplates Medicines Radios, small Record Tapes Tableware	15	{1.5 cu. ft.-23 lbs. 3.0 cu. ft.-45 lbs.	Outboard Motor, 5 h.p.	6	40
			25 h.p.	6	100
			50 h.p.	6	150
			Photo Enlarger	7	35
			Piano, concert grand	47	1000
			parlor grand	39	750
Books Canned Goods Hand Tools Liquor & Wine Magazines Movie Reels Photo Albums Record Albums Workshop Hardware	30	{1.5 cu. ft.-45 lbs. 3.0 cu. ft.-90 lbs.	baby grand	36	550
			upright	45	600
			spinet & small upright	37	400
			player piano - Add	-	100
			Picture Frame		3 lb./sq.ft
			Pool Table, slate bed 8'	57	800
			slate bed 7'	47	625
			home model 7-8'	48	300
			Projection Screen, 60" x 60"	3	25
			Pump, sump - gas or elec.	4	50
SUPPLEMENTARY CUBE AND WEIGHT LIST			Radio Equipment		50 lb/cu.ft
ARTICLE	CUBE	WEIGHT	Rug		1/2 lb/sq.ft
Battery, auto	1	40	Rug Pad, straw/linoleum		1/3 lb/sq.ft
Birdcage & Stand	4	15	Safe, home size	3	70
Broom, electric	1	10	Saw, chain	4	25
Cabinet, hanging wall	3	15	Screen, free/standing room	4	25
Chaise Lounge, outdoor, wood frame	16	60	pole-divider	4	25
folded-alum. frame & web	6	20	Shelving, divider, 2 poles, 4 shelves	4	35
Costumer/Hall Tree	4	15	Skating Equip., skis & bindings	3	15
Dryer Racks, outdoor folded	3	25	Sled, child's	6	15
Fan, small table model	1	10	Slide Projector, 35 mm.	1	20
File Cabinet, ordinary 4-d	12	90	Smoking Stand	2	10
spec. suspension 4-d	16	200	Snow Blower - hvy. duty	9	120
fireproof - 4-d	22	700	Lawn Swing	14	90
Folding Cot - folded	10	70	Tires, auto unmounted	3	20
Glass, tabletops & mirrors 1/4" thick		4 lb./sq.ft.	Toboggan, 10' long	5	30
Glider, outdoor metal frame & cushions	42	90			
alum. frame & web	21	20			

(Concluded on next page)

## SECTION 1

TABLE OF MEASUREMENTS AND WEIGHTS

Except as otherwise provided, rates and charges herein based on cubic measurement shall be assessed on gross cubic footage as determined by the use of this Table of Measurements regardless of actual measurement. See Rule 20.

## WEIGHTS SHOWN FOR CARRIER GUIDANCE

SUPPLEMENTARY CUBE AND WEIGHT LIST  
 (Concluded)

ARTICLE	CUBE	WEIGHT
Tool, hard - avg. wt.		2 ea.
power hand saw	1	15
power hand drill	1	7
power saw, bench model	6	120
power saw, floor model	17	180
power saw, band, bench model	6	90
power saw, band, floor model	17	130
drill press, bench model	6	120
drill press, floor model	17	170
jig saw, bench model	6	60
jig saw, floor model	17	90
wood lathe, bench model	6	80
wood lathe, floor model	17	120
sander, bench model	2	50
sander, floor model	11	80
Umbrella, table ensemble	27	60
only	3	25
Venetian Blinds		1/2lb./sq.ft.
Wood, pine - 1" thick		2lb./sq.ft.

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## CONTRACT TERMS AND CONDITIONS

Sec. 1. (a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.

(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the acts of public authority, quarantine, riots, strikes, perils of navigation, the act or default of the shipper or owner, the nature of the property or defect or inherent vice therein. Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the property herein described shall be liable for the loss or damage thereto or responsible for its condition, operation or functioning, whether or not such property or any part of it is packed, unpacked, or packed and unpacked by the shipper or its agent or the carrier or its agent. Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the property herein described shall be liable for damage to or loss of contents of pieces of furniture, crates, bundles, cartons, boxes, barrels or other containers unless such contents are open for the carrier's inspection and then only for such articles as are specifically listed by the shipper and receipted for by the carrier or its agent.

(c) Except in case of negligence of the carrier or party in possession, the carrier or party in possession of any of the property herein described shall not be liable for delay caused by highway obstruction, or faulty or impassable highway, or lack of capacity of any highway, bridge, or ferry, or caused by breakdown or mechanical defect of vehicles or equipment.

(d) Except in case of negligence of the carrier or party in possession the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the property is stopped and held or stored in transit upon request of the shipper, owner, or party entitled to make such request, whether such request was made before or after the carrier comes into possession of the property.

(e) In case of quarantine the property may be discharged at the risk and expense of the owners into quarantine depot or elsewhere, as required by quarantine regulations, or authorities, and in such case, carrier's responsibility shall cease when the property is so discharged, or property may be returned by carrier at owner's expense to shipping point earning charges both ways. Quarantine expenses of whatever nature or kind upon or in respect to property shall be borne by the owners of the property or be a lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts done or required by quarantine regulations or authorities even though the same may have been done by carrier's officers, agents, or employees, nor for detention, loss, or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers, as to quarantine laws or regulations. The shipper shall hold the carriers harmless from any expense they may incur, or damages they may be required to pay, by reason of the introduction of the property covered by this contract into any place against the quarantine laws or regulations in effect at such place.

Sec. 2. (a) No carrier is bound to transport said property by any particular schedule, vehicle, train or vessel or otherwise than with reasonable dispatch. Every carrier 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. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

(b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier issuing this bill of lading, or carrier in possession of the property when the loss, damage, injury or delay occurred, within nine months after delivery of the property (or in case of export traffic, within nine months after delivery at port of export) or, in case of failure to make delivery, then within nine months after a reasonable time, for delivery has elapsed; and suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable, and such claims will not be paid.

(c) Any carrier or party liable on account of loss or damage to any of said property shall have the full benefit of any insurance that may have been effected upon or on account of said property so far as this shall not avoid the policies or contracts of insurance; provided that the carrier reimburse the claimant for the premium paid thereon.

Sec. 3. Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary cooerage, packing and repacking at owner's cost.

Sec. 4. (a) Property not received by the party entitled to receive it within the free time (if any) allowed by tariffs lawfully on file (such free time to be computed as therein provided) after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination, or at the time tender of delivery of the property to the party entitled to receive it or at the address given for delivery has been made, may be kept in vehicle, warehouse or place of business of the carrier, subject to the tariff charge for storage and to carrier's responsibility as warehouseman, only, or at the option of the carrier, may be removed to and stored in a warehouse at the point of delivery or at other available points, at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all transportation and other lawful charges, including a reasonable charge for storage. In the event the consignee can not be found at the address given for delivery, then in that event, notice of the placing of such goods in warehouse shall be left at the address given for delivery and mailed to any other address given

CONTRACT TERMS AND CONDITIONS —(Continued)

on the bill of lading for notification, showing the warehouse in which such property has been placed, subject to the provisions of this paragraph.

(b) Where nonperishable property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it upon tender of delivery, or said consignee or party entitled to receive it fails to receive it or claim within 15 days after notice of arrival of the property at destination shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier; provided, that the carrier shall have first mailed, sent, or given to the consignor notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the bill of lading if disposition be not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published; provided, that 30 days shall have elapsed before publication of notice of sale after said notice that the property was refused or remains unclaimed was mailed, sent, or given.

(c) Where perishable property which has been transported hereunder to destination is refused by consignee or party entitled to receive it shall fail to receive it promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale: provided, that if there be time for service of notification to the consignor or owner of the refusal of the property or the failure to receive it and request for disposition of the property, such notification shall be given, in such manner as the exercise of due diligence requires, before the property is sold.

(d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

(e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of advances, tariff charges, packing, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense; and should there be a balance, it shall be paid to the owner of the property sold hereunder.

(f) Where the carrier is directed to load property from (or render any services at) a place or places at which the consignor or his agent is not present, the property shall be at the risk of the owner before loading.

Where the carrier is directed to unload or deliver property (or render any services) at the place or places at which the consignee or its agent is not present, the property shall be at the risk of the owner after unloading or delivery.

Sec. 5. No Carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

Sec. 6. Explosives or dangerous goods will not be accepted for shipment. Every party whether principal or agent shipping such goods shall be liable for and indemnify the carrier against all loss or damage caused by such goods and carrier will not be liable for safe delivery of the shipment.

Sec. 7. The owner or consignee shall pay the advances, tariff charges, packing and storage, if any, and all other lawful charges accruing on said property; but, except in those instances where it may lawfully be authorized to do so, no carrier shall deliver or relinquish possession at destination of the property covered by this bill of lading until all tariff rates and charges thereon have been paid. The consignor shall be liable for the advances, tariff charges, packing, storage and all other lawful charges, except that if the consignor stipulates, by signature, in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier, contrary to such stipulation, shall make delivery without requiring such payment, the consignor (except as hereinafter provided) shall not be liable for such charges: Provided, that, where the carrier has been instructed by the shipper or consignor to deliver said property to a consignee other than the shipper or consignor, such consignee shall not be legally liable for transportation charges in respect of the transportation of said property (beyond those billed against him at the time of delivery for which he is otherwise liable) which may be found to be due after the property has been delivered to him, if the consignee (a) is an agent only and has no beneficial title in said property, and, (b) prior to delivery of said property has notified the delivering carrier in writing of the fact of such agency and absence of beneficial title, and, in the case of a shipment reconsigned or diverted to a point other than that specified in the original bill of lading, has also notified the delivering carrier in writing of the name and address of the beneficial owner of said property; and in such cases the shipper or consignor, or, in the case of a shipment so reconsigned or diverted, the beneficial owner, shall be liable for such additional charges. If the consignee has given to the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. Nothing herein shall limit the right of the carrier to require at time of shipment, the prepayment of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the advances or tariff charges must be paid upon the articles actually shipped.

Sec. 8. If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election for common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

Sec. 9. Any alteration, addition or erasure in this bill of lading which shall be made without the special notation hereon of the agent of the carrier insuing this bill of lading shall be without effect, and this bill of lading shall be enforceable according to its original tenor.

## SECTION 11

### ADDITIONAL SERVICES

Rates and charges in this Section cover services as shown, and apply in addition to all other rates and charges named in this tariff.

Rates and charges for Additional Services shown in this Section are in addition to all other rates in this Tariff. Rates and charges apply on shipments when released to a value not exceeding 30 cents per pound per article. For rates to apply on shipments where the declared value exceeds 30 cents per pound per article, see Item 240.

LINES	ADDITIONAL SERVICES		SECTION II		
▲200	<u>PACKING, UNPACKING AND CONTAINER CHARGES</u>				
SUBJECT:		PER	RATES IN DOLLARS AND CENTS		
			PACKING	UNPACKING	CONTAINER
DRUM, DISH PACK (Drum, Dish-Pack, Barrel or other specially designed containers, used in packing glassware, chinaware, bric-a-brac, table lamps or similar fragile articles .....		Each	\$25.45	\$7.65	\$20.60
CARTONS: (See Notes A and B) Less than 3 cu.ft. (Not less than 200 Lb. test) .....		Each	\$6.65	\$2.70	\$4.40
3 cu. ft. (Not less than 200 Lb. test) .....		Each	\$10.30	\$3.10	\$6.35
4-1/2 cu. ft. (Not less than 200 Lb. test) ....		Each	\$12.55	\$3.75	\$7.55
6 cu. ft. (Not less than 200 Lb. test) .....		Each	\$14.10	\$4.25	\$8.70
6-1/2 cu. ft. (Not less than 275 Lb. test) ....		Each	\$16.80	\$5.25	\$9.40
Wardrobe Carton (10 cu.ft) .....		Each	\$7.40	\$2.50	\$16.15
NOTE A - Cubical content must be shown on all cartons.					
NOTE B - In the event that two or more standard containers must be joined together because of the size, shape or character of the item(s) to be packed, the charge for the container, packing and/or unpacking shall be the combined charge reflected herein for all containers used.					
MATTRESS CARTONS: Crib .....		Each	\$6.00	\$1.50	\$5.95
Twin Size .....		Each	\$7.00	\$3.00	\$10.70
Regular Size .....		Each	\$7.00	\$3.00	\$13.25
King or Queen Size .....		Each	\$11.25	\$3.75	\$21.85
Mirror Carton (30" x 40") .....		Each	\$23.25	\$7.50	\$16.65
Lamp Carton .....		Each	\$11.15	\$3.50	\$11.30
Tape (2" x 55") .....		Each	---	---	\$4.30
Newsprint (paper) .....		Pound	---	---	\$.70
Paper Pads .....		Each	---	---	\$4.60
Mattress Bags .....		Each	\$8.30	\$2.50	\$8.05

For explanation of abbreviations and reference marks, see page 1 of Tariff.

**SECTION II**  
**▲ ADDITIONAL SERVICES**

Rates and charges for additional services shown in this section are in addition to all other rates. Rates and charges apply on shipments when released to a value not exceeding 30¢ per pound per article. For rates to apply on shipments where the declared value exceeds 30¢ per pound per article, see Item 240.

ITEM	SUBJECT	PER	PACKING CONTAINER CHARGES
220	<b>LABOR CHARGE</b>		
	When additional or accessorial services are requested by the shipper and no charge is provided for these services, the mover will charge for the services performed on an hourly basis. Charges will be based upon the individual movers regular or overtime Class I or Class II additional man rate whichever applicable published in Section III		
230	<p><b>CLAIM SETTLEMENT SERVICE CHARGE:</b></p> <p>Upon written request of a person or firm assuming liability for loss or damage to a shipment in excess of that for which the carrier is liable, the carrier will:</p> <p>(1) Investigate any loss or damage claim and advise such person or firm of the amount due the claimant in excess of the carrier's bill of lading liability.</p> <p>(2) Arrange for repair of any or all damaged articles, when appropriate, carrier assuming only that portion of the expense for which it is liable and any additional expense shall be borne by the party assuming the excess liability, and</p> <p>(3) Accept payment of claim and transmit it to or on behalf of the claimant within 20 days after receipt thereof.</p> <p>The charge for any or all of the services described shall be.....</p> <p>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 carrier is liable under its bill of lading, will be at the expense of such person or firm and will be in addition to all other rates and charges.</p>	Shipment	\$60.00
240	<b>VALUATION CHARGES</b>		
	Valuation charges provided for in this item will apply UNLESS shipper expressly releases the shipment to a value not exceeding thirty (30) cents per pound per article.		
	<p><b>1. Released Values and Liability Limitations</b></p> <p>When the shipper releases the value to an amount not exceeding thirty (30) cents per pound per article.</p> <p>When the shipper releases the value to a lump sum for the entire shipment. If the released value on the entire shipment is less than the actual cash value of the shipment, the carrier's liability shall be limited to (1) that proportion of the actual loss or damage represented by the percentage that the released value bears to the actual cash value of the shipment, or (2) the amount of actual loss or damage not exceeding thirty (30) cents per pound or loose article not enclosed in a shipping package, whichever is greater.</p>	<p><u>Transportation Rate Basis</u></p> <p>Base transportation rate</p> <p>Base transportation rate plus a valuation charge of fifty (50) cents for each \$100.00 or fraction thereof of the declared value of the entire shipment.</p>	
	<p>2. (a) That changes may be made in the rates or charges established under the authority of this Order, but the released values provided herein may not be decreased, nor may the value charges as specific authority of the Commission.</p> <p>(b) That the order for services and the bill of lading issued for any shipment accepted for transportation at released rates established and maintained under the authority of this Order, shall have printed in a distinctive color in bold-faced type on the face thereof a statement reading essentially as follows:</p> <p style="padding-left: 20px;">"Unless a different value is declared, the shipper hereby releases the value to 30 cents per pound for each article."</p>		
	<p>3. That tariffs containing charges established under the authority of this Order shall show in connection therewith the following notation:</p> <p style="padding-left: 20px;">"Rates or charges herein based on released values have been authorized by the Pennsylvania Public Utility Commission in Released Valuation Rate Docket Number 46 of August 8, 1955, subject to complaint or suspension."</p>		
250	<b>HOUSEHOLD APPLIANCES OR OTHER ARTICLES REQUIRING SPECIAL SERVICING FOR SAFE TRANSPORTATION</b>		
	Upon request of shipper, owner or consignee, and subject to the provisions of Rule 14.		
	<p><b>CARRIER SERVICING of Appliances or Articles at origin:</b></p> <p>First Article ..... \$23.05 Per Article</p> <p>Each Additional Article ..... \$16.75 Per Article</p> <p><b>CARRIER SERVICING of Appliances or Articles at destination:</b></p> <p>First Article ..... \$23.05 Per Article</p> <p>Each Additional Article ..... \$16.75 Per Article</p>		

For explanation of abbreviations and reference marks, see page 1 of Tariff.

TRANSPORTATION RATE TABLE - CLASS 1 SHIPMENTS SECTION III  
 (Class 1 Shipments are defined on Page 2 of Tariff)

3000 Subject to Notes 1 - 9 below, the transportation charge on any shipment shall be a COMBINATION of the applicable TRAVELING CHARGE named in COLUMN 1 plus the HOURLY CHARGE at applicable rates named in COLUMNS 2, 3 or 4. Hourly rates apply only FROM time of arrival of vehicles and men at first point of origin (continue during all loading, transportation from first point of origin to final destination and unloading) UNTIL completion of unloading and dismissal of vehicles and men by shipper at destination. Traveling Charges cover traveling to first point of origin and traveling from final destination, irrespective of actual time involved in such traveling.

EQUIPMENT AND MEN	COLUMN 1		COLUMN 2	COLUMN 3	COLUMN 4
	TRAVELING CHARGES (Flat Charge in Dollars and Cents)		HOURLY RATES (In Dollars and Cents)		
	▲MILEAGE		▲SATURDAYS, SUNDAYS AND HOLIDAYS ANY HOUR	OTHER THAN SATURDAYS, SUNDAYS AND HOLIDAYS	
	UNDER 20	20 & OVER		ANY HOUR (SEE NOTE 8)	5:01 P.M. to 6:00 A.M.
Vehicle and driver	\$40.00	\$80.00	↓\$50.00	\$40.00	\$50.00
Additional Men, each	\$20.00	\$40.00	\$25.00	\$20.00	\$25.00
Supervisors, each	\$30.00	\$60.00	↓\$37.50	\$30.00	\$37.50

- NOTE 1 - Traveling Charges (COLUMN 1) are in addition to Hourly Rates (COLUMNS 2, 3, 4)
- NOTE 2 - Hourly Rates (COLUMNS 2, 3, 4) are based on the day or days, or periods of days, as indicated, during which services are performed.
- NOTE 3 - Hourly Rates (COLUMNS 2, 3, 4) are computed in half-hour periods, fractions of one-half hour considered one-half hour.
- NOTE 4 - When a Holiday falls on a Saturday, the rates named in COLUMNS 1 and 2 shall apply.
- NOTE 5 - Minimum total transportation charges on Sundays and Holidays: ↓Four hours at rates named in COLUMN 2.
- NOTE 6 - ▲Minimum total transportation charges on Saturdays: Four hours at rates named in COLUMN 2. Minimum total transportation charges on other than Saturdays, Sundays or Holidays: Four hours at rates named in COLUMNS 3 or 4, whichever is applicable.
- NOTE 7 - Carrier will supply and charge for Supervisor(s) as requested by shipper. Hourly Rate for each Supervisor will be computed from time of arrival of vehicles and men at first point of origin until completion of unloading and dismissal of vehicles and men at final destination, unless other time of arrival or dismissal of Supervisor is provided by agreement between shipper and carrier.
- NOTE 8 - Where service commences at the request of the shipper after 5:00 P.M. and before 6:00 A.M., rates shall be as shown in COLUMN 4.
- NOTE 9 - When transportation is performed during Mondays thru Thursdays on each day of the week, except not during the last week of any month, a ten (10%) percent discount will be allowed and deducted from the above charges.

ITEM	TRANSPORTATION RATE TABLE - CLASS 2 SHIPMENTS (Class 2 Shipments are defined on Page 2 of Tariff)				SECTION III
3500	Subject to Notes 1 - 7 below, rates for Vehicles, Men and Supervisors apply FROM time of arrival on job UNTIL time of dismissal from job.				
EQUIPMENT AND MEN	SUNDAYS AND HOLIDAYS ANY HOUR	SATURDAYS ANY HOUR	OTHER THAN SATURDAYS, SUNDAYS, AND HOLIDAYS		
			5:01 P.M. to 6:00 A.M.	6:01 A.M. to 5:00 P.M.	
	FIRST HOUR OR FRACTION THEREOF - FLAT CHARGES (IN DOLLARS)				
		COLUMN 1	COLUMN 3	COLUMN 5	COLUMN 7
Vehicle and driver	↓ \$50.00	↓ \$50.00	↓ \$50.00	♦ \$40.00	
Additional Men, each	↓ \$25.00	♦ \$25.00	♦ \$25.00	♦ \$20.00	
Supervisors, each	↓ \$37.50	\$37.50	\$37.50	♦ \$30.00	
EQUIPMENT AND MEN	AFTER FIRST HOUR - HOURLY RATES (IN DOLLARS)				
	COLUMN 2	COLUMN 4	COLUMN 6	COLUMN 8	
Vehicle and driver	↓ \$50.00	↓ \$50.00	↓ \$50.00	♦ \$40.00	
Additional Men, each	↓ \$25.00	♦ \$25.00	♦ \$25.00	♦ \$20.00	
Supervisors, each	↓ \$37.50	\$37.50	\$37.50	♦ \$30.00	
<p>NOTE 1 - MINIMUM CHARGE -  Sundays and Holidays: ↓4 hours at rates named in COLUMN 2.  Saturdays: 4 hours at rates named in COLUMN 4.  5:01 P.M. to 6:00 A.M. on weekdays: 4 hours at rates named in COLUMN 6.</p> <p>NOTE 2 - After first hour rates named in COLUMNS 2, 4, 6 and 8 computed in half-hour periods, fractions of one-half hour considered one-half hour.</p> <p>NOTE 3 - Flat charges named in COLUMNS 1, 3, 5 and 7 are based on time of arrival and apply only to the first hour, or fraction thereof, beginning with time of arrival.</p> <p>NOTE 4 - After first hour rates named in COLUMNS 2, 4, 6 and 8 are based on the day or days, or periods of days, during which services are performed and apply, as indicated, from end of first hour until dismissal from job.</p> <p>NOTE 5 - When a Holiday falls on a Saturday, the rates named in COLUMNS 1 and 2 shall be applicable.</p> <p>NOTE 6 - Carrier will supply and charge for a minimum of one Supervisor when 8 or more men (drivers, helpers and packers) are employed on the job; two Supervisors when 13 or more men are employed. On request of the shipper, carrier will supply and charge for Supervisors in addition to these minimums.</p> <p>NOTE 7 - When transportation is performed during Mondays thru Thursdays on each day of the week, except not during the last week of any month, a ten (10%) percent discount will be allowed and deducted from the above charges.</p>					

For explanation of abbreviations and reference marks, see page 1 of Tariff.