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FREIGHT PA PUC No. 1

ORIGINAL TITLE PAGE

LEGACY NAVIGATOR, LLC

Transportation of Household Goods in use between Points in Pennsylvania

ISSUED: July 11, 2019

EFFECTIVE: July 12, 2019

To transport, as a common carrier, by motor vehicle,
household goods in use, between points in
Pennsylvania under 40 Miles

“Issued under authority of 52 PA Code Section 23.42”

Issued by:

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LEGACY NAVIGATOR, LLC RULES AND REGULATIONS

SECTION 1 – GENERAL TERMS

ITEM 100 BILLS OF LADING

The terms and conditions of Carrier's Household Goods Bill of Lading shall apply notwithstanding the use by Shipper of any other bill of lading or shipping document. Drivers are not authorized to bind Carrier to non-conforming bills of lading and execute bills of lading with alternative terms and conditions as receipts for the shipment only.

ITEM 105 BILLS OF LADING, CONTRACTS AND AUTHORITY OF COMPANY PERSONNEL

ONLY Carrier officials or personnel authorized to do so by the Carrier are empowered to enter into agreements, alter existing agreements, or issue binding estimates. Authorized officials are Carrier personnel with the title of Sales Consultants, Manager, Vice President, or higher. Drivers, packers, loaders, and similar employees employed or hired by Carrier are among those excluded from the category of authorized carrier personnel.

ITEM 110 SUBSEQUENT VERIONS OF THIS TARIFF

When this tariff is amended, all shipments accepted by Carrier after the amendment are subject to the revision. The current tariff is available by request or at the Carrier's website at WayForth.com.

ITEM 115 INTERPRETATION OF THIS TARIFF

No provision of this Tariff may be altered or amended orally, and any deviation from this Tariff must be in writing and agreed to by an Authorized Official of Carrier (see Item 105). This Tariff is subject to change without notice. The version of the Tariff in effect at the time of the acceptance of the shipment shall apply to the shipment.

ITEM 120 GOVERNING PUBLICATIONS

This tariff is governed, except as otherwise provided herein, by the following described publications, and by supplements thereto or successive reissues thereof.

KIND OF TARIFF	ISSUING AGENT	SERIES
Mileage Guides	Household Goods Carriers	ICC HHG 100
Rules	Legacy Navigator/WayForth	100-A Tariff

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ITEM 125

INTERSTATE VS. INTRASTATE

The rules set forth in this Circular apply to shipments in intrastate commerce within Pennsylvania and, where permitted by applicable state law, to shipments in interstate commerce.

ITEM 130

NOTICE AND AMENDMENTS

Upon request, Carrier will provide its customers and shippers with copies of all applicable rules and rates. Rules and accessorial charges are available on Carrier's web site at: WayForth.com.

ITEM 135

OPERATING AUTHORITY

Carrier has authority to operate as a household goods carrier on an intrastate basis in Pennsylvania

ITEM 140

RATES AND SCHEDULES

The rules published herein are applicable to all household goods shipments transported by Carrier of 40 miles and under. Rates and schedules provided herein apply on all such shipments.

ITEM 145

WAIVER

Carrier's failure to enforce the terms of this Tariff shall not be a waiver of the Carrier's rights to do so in the future.

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SECTION 2 – OPERATIONS

ITEM 200

APPLICATION OF TARIFF

Each provision of this tariff shall apply to each transportation agreement and bill of lading entered into by Carrier for transportation of goods in the Commonwealth of Pennsylvania, under 40 miles, unless expressly waived in a signed, written agreement.

ITEM 205

IMPRACTICAL OPERATIONS

Nothing in this rule circular shall require the carrier to perform pick-up or delivery service at any location from or to which it is impracticable, through no fault or neglect of the carrier to operate vehicles because of:

- (A) The condition of roads, streets, driveways, or alleys;
 - (B) Inadequate loading or unloading facilities; or
 - (C) Riots, Acts of God, the public enemy, the authority of law, strikes or labor unrest the existence of violence, or such possible disturbances as to create reasonable apprehension of danger to person or property.
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ITEM 210

PACKAGING REQUIREMENTS

Unless alternative arrangements have been made with Carrier, (a) packaging requirements generally applicable in the industry will apply and (b) customer will be responsible to package goods so as to protect them from damage during transportation.

ITEM 215

RIGHT TO OPEN/INSPECT

Carrier reserves the right to open/inspect any freight which has been accepted for shipment, including packages that have been sealed.

ITEM 220

SERVICE STANDARDS

Unless alternative terms and requested and agreed to by an authorized agent of Carrier (See Item 105), freight shall be delivered upon reasonable dispatch. Appointment times and notations such as “must deliver by” on the bill of lading are insufficient to alter the reasonable dispatch standard unless alternative terms are requested and agreed to. To request alternative terms and for terms and conditions, call Carrier Pricing Department at 1-866-512-4770.

ITEM 225

OWNERSHIP OF THE GOODS

By tendering goods to Carrier for packing and/or moving, customer guarantees that either: (a) those goods are either customer's own property free of any legal charge; or (b) customer has the full authority of the owner of the goods and/or anyone having a legal interest in them to consent to the terms of this Tariff, and that customer has made the owner or anyone having a legal interest in the goods fully aware of these terms and conditions prior to agreeing to

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this tariff and has obtained all necessary consent from such persons to agree to the terms of this Tariff

If at any time following customer's agreement to this Tariff, another person has or obtains an interest in the goods tendered to Carrier, customer shall promptly notify Carrier of the owner's name and address, in writing.

Customer agrees to fully indemnify and pay Carrier with respect to any claim for damages and/or costs including but not limited to attorneys' fees and costs of suit, if any, that Carrier incurs if customer makes untrue representations to Carrier or customer fails to provide required notice to Carrier.

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SECTION 3 – FREIGHT CLAIMS

ITEM 300

CLAIMS LIABILITY

Liability for claims shall be governed by 49 USC § 14706 on intrastate shipments. If state law is applicable and will not permit the application of 49 USC 14706, state law applicable to the liability of a common carrier for damage to goods shall apply. Carrier shall not be liable to the owner of property for damage, loss or delay caused by (1) an act of default of the shipper, owner or consignee, or their agents; (2) an Act of God, (3) the public enemy, (4) act of the public authority; (5) inherent vice of the goods (6) freezing or spoiling of any goods or property. Liability shall be limited to actual loss to the goods.

ITEM 305

CLAIMS PROCESS

The provisions of this Tariff are established in compliance with Federal Claim, Loss and Damage Regulations (49 C.F.R. § 370 and the Bill of Lading) which shall govern the investigation and disposition of claims for loss, damage, or delay to property transported or accepted for transportation in intrastate, interstate, or foreign commerce.

- (A) Carrier shall, upon receipt in writing of a proper claim in the manner and form described in these regulations, acknowledge the receipt of such claim in writing to the claimant within thirty (30) days after the date of its receipt by carrier unless carrier shall have paid or declined such a claim in writing within thirty (30) days of the receipt thereof. Carrier shall indicate in its acknowledgment to the claimant what, if any, additional documentary evidence or other pertinent information may be required by it to further process the claim as its preliminary examination of the claim, as filed, may have revealed.
- (B) Carrier shall, at the time each claim is received, create a separate file and assign thereto a specific unique claim file number and note that number on all documents filed in support of the claim and all records and correspondence with respect to the claim, including the written acknowledgment of receipt and, if in its possession, the shipping order and delivery receipt, if any, covering the shipment involved at the time such claim is received, carrier shall cause the date of receipt to be recorded on the face of the claim document, and the date of receipt shall also appear in carrier's written acknowledgment of receipt to the claimant.
- (C) Claims in writing are required within nine (9) months from the date of delivery or, for lost goods, from the time when delivery should have been accomplished. A claim for loss, damage, injury or delay to cargo shall not be voluntarily paid by carrier unless filed in writing, as provided in subparagraph (D) of this Item with carrier within the specified time limits applicable thereto and as otherwise may be required by law, the terms of the bills of lading or other contract carriage, and all rules circular provisions applicable thereto. Claims for concealed damages must be submitted to carrier within fourteen days of delivery. Any suit to recover loss to damage or delay to cargo must be instituted no later than two years and one day after the claim is denied.
- (D) Minimum filing requirements. A communication in writing from a claimant, filed with carrier within the time limits specified in the bill of lading or contract of carriage or applicable contract between carrier and shipper and (1) containing facts sufficient to identify the shipment (or shipments) of property involved; (2) asserting liability for alleged loss, damage, injury or delay; and (3) making claims for the payment of a specified or determinable amount of money, shall be considered as sufficient compliance with the provisions for filing claims embraced in the bill of lading or contract of carriage or applicable contract between carrier and shipper. Any communication from the claimant that fails to meet these minimum filing requirements shall not constitute a valid claim.
- (E) Documents not constituting claims such as bad order reports, appraisal reports of damage, notations of shortages or damage, or both, on freight bills, delivery receipts, or other documents, or inspection reports issued by shipper or its inspection agency, whether the extent of loss or damage is indicated in dollars and

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cents or otherwise shall, standing alone, not be considered by carrier as sufficient to comply with the minimum claim filing requirements specified in subparagraph (D) above.

- (F) Claims filed for uncertain amounts. Whenever a claim is presented against carrier for an uncertain amount such as "\$100 more or less," carrier shall determine the condition of the shipment involved at the time of delivery by it, if it was delivered, and shall ascertain as nearly as possible the extent, if any, of the loss or damage for which it may be responsible. It shall not, however, voluntarily pay a claim under such circumstances unless and until a formal claim in writing for a specified or determinable amount of money shall have been filed in accordance with the provisions of subparagraph (D) above.
- (G) Each claim filed against carrier in the manner prescribed herein shall be promptly and thoroughly investigated if investigation has not already been made prior to receipt of the claim. The shipper or consignee in possession shall afford carrier five (5) days to inspect any damaged shipment prior to dispensation.
- (H) Supporting documents. When a necessary part of any investigation, each claim shall be supported by the original bill of lading, evidence of the freight charges, if any, and either the original invoice containing invoice value, a photographic copy of the claim to be true and correct with respect to the property and value invoiced in the claim; or certification of prices or values, with trade or other discounts, allowances or deductions of any nature whatsoever and the terms thereof, or depreciation reflected thereon; provided, however, that where the property shows on the bill of lading or where the invoice does not show price or value, or where the property involved has not been sold, or where the property has been transferred at bookkeeping values only, carrier shall, before voluntarily paying a claim thereon, require the claimant to establish the destination value in the quantity shipped, transported, or involved and certify the correctness thereof in writing or show an alternative applicable value arising by reason of alternatively applicable contract terms.
- (I) Verification of loss. A prerequisite to the voluntary payment by carrier of a claim for loss of an entire package or an entire shipments shall be the securing by it of a certified statement in writing from the consignee of the shipment involved that the property for which the claim is filed has not been received from any other source.
- (J) Carrier shall pay, decline, or make a firm compromise settlement offer in writing to the claimant within one hundred twenty (120) days after receipt of the claim by carrier; provided, however that if the claim cannot be processed and disposed of within 120 days, after expiration of each succeeding sixty (60) day period while the claim remains pending, carrier shall advise the claimant in writing of the status of the claim and the reason for delay in making final disposition thereof and it shall retain a copy of each advice to the claimant in its claim file thereon. Any communication from Carrier that does not agree to pay the claim in full as submitted by the claimant shall be deemed a denial of the claim as submitted.

ITEM 310

CLAIMS LOSS & DAMAGE – CLEAR DELIVERY

When the Consignee receives a shipment without noting loss or damage, this is a clear delivery. When damage is claimed after a clear delivery, such is referred to as concealed damage. Concealed damage shifts the burden of proof to the party asserting the claim to show that the damage occurred while the freight was in the possession of the Carrier.

ITEM 315

CLAIMS LOSS & DAMAGE – SALVAGE

- (A) Whenever property transported by carrier is damaged or alleged to be damaged and is, as a consequence thereof, not delivered or is rejected or refused upon tender thereof to the owner, consignee, or person entitled to receive such property, carrier, after giving due notice, wherever practicable to do so, to the owner and other parties that may have an interest therein, and unless advised to the contrary after giving such notice, shall undertake to sell or dispose of such property directly or by the employment of competent salvage agent. Carrier shall only dispose of the property in a manner that will fairly and equally protect the best interests of

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all persons having an interest thereon. Carrier shall make an itemized record sufficient to identify the property involved so as to be able to correlate it to the shipment or transportation involved, and claim, if any, filed thereon. Carrier shall also assign to each lot of such property a successive lot number and note that lot number on its record of shipment and claim, if any claim is filed thereon.

- (B) Whenever disposition of salvage material of goods shall be made directly to an agent or employee of carrier or through a salvage agent or company in which carrier or one or more of its directors, officers, or managers has any interest, financial or otherwise, carrier's salvage records shall fully reflect the particulars of each such transaction or relationship, or both, as the case may be.
- (C) Upon receipt of a shipment on which salvage has been processed in the manner herein before prescribed, carrier shall record on its claim file thereon the lot number assigned, the amount of money recovered, if any, from the disposition of such property, and the date of transmittal of such money to the person or persons lawfully entitled to receive the same.
- (D) To the extent that the Shipper asserts that the goods should be destroyed, Carrier remains entitled to the salvage value the goods would have generated had the goods been salvaged instead of destroyed.

ITEM 320

PROHIBITED ITEMS AND ITEMS OF EXTRAORDINARY VALUE

Carrier does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. Carrier will not accept responsibility for safe delivery of such articles if they come into Carrier's possession with or without Carrier's knowledge. In the event that Carrier inadvertently accepts possession of such items, Carrier's liability for loss of or damage to such items will be limited to \$.60 per pound, per package unless customer has made alternative arrangements to obtain excess liability limitations.

Carrier may also notify customer if Carrier determines, in its sole discretion, that goods tendered for transportation are hazardous to health, dirty or unhygienic, or likely to attract vermin or pests and under what conditions Carrier would be prepared to accept such goods or whether Carrier refuses to accept them.

If such goods are submitted without prior written approval, and they are discovered by Carrier, Carrier reserve the right make them available for customer's collection, and if customer does not collect them within a reasonable time, Carrier shall be authorized to dispose of the goods and customer shall reimburse any charges, expenses, damages, legal costs or penalties reasonably incurred by Carrier in doing so. Customer also agrees to fully indemnify and pay Carrier any and all damages and/or costs that Carrier may incur, including but not limited to attorney's fees and costs of suit, arising out of or related to the submission of such goods without Carrier's written approval.

ITEM 325

RELEASED VALUE DECLARATION

Unless otherwise agreed to in writing, Carrier's liability for loss, damage, or destruction of goods is limited to a maximum of (1) \$.60 per pound per package, or (2) \$100,000 per occurrence, or (3) the actual value of the goods or cost to repair or replace the goods, whichever is least. In the event weight is relevant to the determination, only the portion of the freight lost or damaged is to be considered in the calculations.

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ITEM 330

FULL VALUE PROTECTION

If customer desires Carrier's limits of liability for loss, damage, or destruction of goods to be in excess of the released values described in Item 325, higher limits of liability are available as described in this item.

Additional Coverage: Additional coverage can be purchased at the rate of \$12 per \$1,000 of coverage with a minimum of \$5,000 and maximum of \$50,000. A \$250 deductible applies on any claim. Additional coverage must be determined prior to the start of any services so that proper materials can be made available on move day to secure/protect high valuable items. Such cost will be in addition to your estimate, above.

Customer must complete an additional coverages form within the Services Agreement, which will also be referenced in the Estimate and the Bill of Lading:

Liabilities and Claims: In the event any items are damaged while providing Services, the Company will have the option of repairing or finding a suitable replacement for the item. Otherwise, the Company may reimburse Client for damages subject to the following Coverage terms. Any items that are of high value items worth over \$100/pound, must be identified by the Client in writing, prior to the Company providing any services so appropriate care can be taken by the Company. The Company is not responsible for jewelry, cash, firearms, or prescriptions, so those items must be packed prior to our arrival and removed by you. Further, the Company is only liable for damage due to breakage/loss related to packing and unpacking of merchandise by its employees, or if one of our employees damages those items it has packed during the move. If boxes are in the possession or care of a third party, the liability for any damage will shift to that party. We advise that additional insurance be secured from all parties involved in handling said merchandise. Hand carried items should be removed/secured before any service begins.

Basic Coverage: The limits of liability for goods in the Company's storage and/or for transporting, handling, loading, unloading, packing, unpacking, crating, uncrating will be limited to the general liability of the company of \$.60 per pound, or \$100 per item, whichever is less, unless additional liability coverage is purchased. The Client's failure to select additional valuation coverage will default to basic coverage and will limit the Company's liability for any property damage to general liability as defined above. We will not pack/transport any high value items or any such items without inspection and proof of value in advance of the move.

Additional Coverage: Additional coverage can be purchased at the rate of \$12 per \$1,000 of coverage with a minimum of \$5,000 and maximum of \$50,000. A \$250 deductible applies on any claim. Additional coverage must be determined prior to the start of any services so that proper materials can be made available to secure/protect high valuable items.

I have been offered to buy additional coverage and: Accept ___/Decline ___

Additional Coverage Amt \$ ___ Additional Coverage Cost \$ _____ Client Initials _____

ITEM 335

PACKED BY OWNER (PBO)

- A. Articles requiring packing, crating, wrapping, or servicing may be prepared for shipment by customer, or Carrier will perform this service at the request of and for the account of the customer pursuant to provisions, rates, and charges provided in this Tariff.

- B. When performing his own packing (PBO), customer shall cause PBO cartons to be properly identified and marked with the general contents. Carrier shall have the right to open and inspect any "PBO" carton to verify contents. Carrier will not be liable for loss or damages occurring to contents in "PBO" cartons, unless specific exterior damages are noted and inspection takes place with the carrier's representative at the time of delivery.

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ITEM 340

SPECIAL, CONSEQUENTIAL AND PUNITIVE DAMAGES

Carrier shall not be liable for special, incidental, indirect or consequential damages including without limitation, lost profits or business opportunity, or punitive and exemplary damages incurred or suffered by the Shipper as a result of shortage, damage or delay. Additionally, Carrier shall not be liable for attorney's fees of the Shipper.

ITEM 345

REPAIR OR REPLACE

Carrier, at its option, may repair or replace damaged goods.

ITEM 350

DAMAGE TO PREMISES OR PROPERTY OTHER THAN GOODS

Because third party contractors or others are frequently present at the time of collection or delivery it is not always possible to establish who was responsible for loss or damage. Therefore Carrier's liability is limited as follows:

- (a) If Carrier causes loss or damage to premises or property other than goods for transportation as a result of Carrier's negligence or breach of contract, Carrier's liability shall be limited to repairing, to a reasonable standard, the damaged area only.
- (b) If Carrier causes damage as a result of transporting goods under customer's express instruction, against Carrier's advice, and where transporting goods in the manner instructed is likely to cause damage, Carrier shall not be liable.
- (c) If Carrier responsible for causing damage to customer's premises or to property, other than household goods tendered for transportation, customer must note this in writing at the time of delivery, or, in the case of damage that is not readily observable, within five business days of discovery. Failure to do so will result in the denial of customer's claim for loss or damage. In the absence of Carrier's prior written agreement to accept liability in a higher amount, Carrier's maximum aggregate liability for causing damage to any premises or property other than the household goods, shall be limited to \$500.

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SECTION 4 – FREIGHT CHARGES

ITEM 400

COLLECTION AND PAYMENT OF CHARGES

Except as otherwise provided in this rule, transportation charges will be collected by carrier at the time shipments are delivered. Upon taking precautions deemed by carrier to be sufficient to assure payment of charges within the credit period herein specified, carrier shall make delivery of freight in advance of the payment of charges thereon and will extend credit in the amount of such charges to those who undertake to pay them **net thirty (30) days from date of the invoice** or as otherwise agreed to with customer in writing from the presentation of the freight bill.

ITEM 405

INVOICES

Carrier shall submit an invoice to the specified party in accordance with the requirements of Federal regulations governing regulated transportation. Carrier will retain delivery receipts and proofs of delivery which will be provided upon specific request in accordance with the provisions of this Tariff.

ITEM 410

PAYMENT WITHOUT OFFSET

Customer shall pay all freight charges when due without offset for any cause, including but not limited to, cargo claims. All claims for loss or damage shall be governed by this Tariff and shipper, consignor, or consignee shall not deprive Carrier of the claims process by unilateral deduction of claims from payment of freight charges due.

**LEGACY NAVIGATOR, LLC
SCHEDULE OF RATES**

SECTION 5 – RATES AND ASSESSORIAL CHARGES

ITEM 500

CARRIER'S RATES

Unless, where permitted by law, Carrier and customer make separate, written agreements as to rates and charges, the following rates and charges will apply to all services performed by Carrier:

Vehicle Reservation (Based on Estimated Weight and Vehicle Size)	Rate
16ft Box Trucks (788 cu. Ft. And 4,300 lbs.) -	\$275 day:
24ft Box Trucks (1536 cu Ft. and 7,500 lbs.) -	\$330 day:
26ft Box Trucks (1536 cu Ft. and 8,300 lbs.) -	\$385 day:
Specialized Services Prior to Move	
Move Coordination	\$82.50/hour
Research/Coordination	\$82.50/hour
Staging & Organizing Services	\$82.50/hour
Pre-Move Tagging/Marking of Items	\$82.50/hour
Sorting	\$55/hour
Senior Move Management and Coordination Services	\$55
Delivery of Supplies	\$55/hour of travel
Other Services	
Picture Hanging (2-hour minimum)	\$55/hour and \$55 trip fee
Grandfather Clock Moves	\$165
Piano Fees	\$220
Labor Rates (Per Individual)	
Packing/Unpacking Lead	\$82.50/hour
Packing/Unpacking Crew Member	\$60.50/hour
Move Crew Member	\$60.50/hour
Handyman	\$82.50/hour
Supplies	
Basic Supplies Estimate	\$11
Storage Crates	\$55
Clock Boxes	\$38.50
TV Boxes	\$22
Barrel or Dish Pack 24x18x18	\$20
SMALL CARTONS 1.5 CU. 12x18x13	\$2.50
MEDIUM CARTONS 3 CU.18x18x16	\$3.50
LARGE CARTONS 6 CU.18x18x24	\$4.50
LARGE WARDROBE-RENTAL	\$16.50
LARGE WARDROBE-PURCHASE	\$27.50
MATTRESS:CARTON BAGS	\$13.50
Bubble Wrap 20 feet	\$18
MIRROR: CARTON	\$3.50
PACKING TAPE	\$7
PACKING PAPER	\$44/box
PAPER PADS	\$3.50
Bands	\$2.50
Mover Blankets	\$11