

You Move Me Interstate LLC
Interstate Tariff
No. 1

**ITEM 1
APPLICATION OF TARIFF**

This Tariff No. 1 ("Tariff") governs the transportation in interstate commerce, between all points in the United States (except Hawaii and Alaska), of "household goods" (as defined at 49 U.S.Code Section 13102) by YMM Interstate LLC. ("YMM") as a motor carrier.

This Tariff contains the loading, unloading, including optional packing services ("labor") and incorporates by reference the distances in miles between each combination of five-digit US postal zip codes as contained in YMM's current mileage guide.. This tariff is published and made available to Shippers (which term includes consignees) and other users by calling **913-708-8744** and requesting a copy from YMM. Additionally, this Tariff will be available at YMM's office at **9851 Widmer Rd, Lenexa KS 66215..**

Changes, updates, cancellations and revisions to these provisions will be accomplished by reissue of the affected provisions, by supplement or by electronic transmission. Revisions, authenticity, and effectiveness of affected provisions can be obtained by request from YMM directly by calling **913-708-8744** and requesting a copy from YMM.

**ITEM 2
BILL OF LADING, RATES AND OTHER TERMS**

Unless otherwise provided in this Tariff, when property is transported subject to the provisions of this Tariff, use of the standard Bill of Lading form (hereafter the "Bill of Lading") as described herein is required.

- (a) Any alteration, addition or erasure on a bill of lading made without a special notation thereon by the YMM shall be without effect and the bill of lading shall be enforceable according to its original tenor.
- (b) The rates and charges shown herein are reduced rates conditioned upon the use of the Bill of Lading. Consignor at his option, may elect not to accept the terms of the Bill of Lading, and in lieu thereof to have YMM transport the property with YMM'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 the conditions of the YMM 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 percent higher than the transportation rate contained in this Tariff for shipments offered for transportation at a released value not exceeding 60 cents per pound, per article.

When the consignor elects not to accept any of the terms of the bill of lading, he must give notice to YMM of such election. YMM shall indicate the receipt of such notice by writing or stamping thereon a clause signed by YMM reading:

"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."

- (c) All rates and charges herein are dependent upon the shipment being released in accordance with the provisions of Item 8 of this Tariff.

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- (d) YMM assumes responsibility as a motor carrier under this Tariff for transportation of Shipper's household goods directly or through servicing intermediaries and carriers and others selected by YMM. Shipper represents that it owns the goods being shipped under this Tariff. The transportation charges in this Tariff include the labor and transportation by motor vehicle of the shipment (each a "shipment") from the point of origin to the point of destination as well as pads, straps and corrugated container lining required to properly load and secure the shipment. The transportation charges and service rates and charges apply without additional valuation charges when the shipment is released to a value not exceeding 60 cents per pound per article. When the shipment is released or declared at a valuation greater than 60 cents per pound per article, the valuation charges shown in Item 8 will apply in addition to the transportation charges. In performing transportation service hereunder, YMM may utilize others to perform some of the services undertaken under the transportation agreement evidenced by the Bill of Lading, as well as transportation agreements between YMM and others. In such cases, YMM will be responsible for any and all expenses charged by such other transportation service providers. References to "YMM" in this tariff include those others, and every person, including without limitation servants, agents, motor, water and/or air carriers, or other independent contractors, including their agents, servants and subcontractors, performing such services shall expressly have each and every benefit of every exemption from and limitation of liability, defense, and rights to which YMM is entitled.
- (e) Moves under this Tariff may be priced on the basis of binding written estimates issued by YMM.
- (f) YMM may issue binding or non-binding estimates based on discounts of charges set forth in this Tariff from zero up to a maximum of 75%. Discounts may not apply to valuation, autos and third party charges.
- (g) The rates in each shipping order, once confirmed by YMM, are binding on YMM and Shipper for the services ordered. Such rates shall be valid only for the dates selected by Shipper. Any change in such dates may result in a change in applicable rates.
- (h) The binding rates are outlined in Schedule A.

ITEMS 3-5 [Reserved]

ITEM 6

WEIGHT & MILEAGE NON-BINDING PRICING

- 1. If YMM transports shipments on a non-binding estimate, it shall determine the weight of each shipment transported prior to the assessment of any charges depending on the shipment weight. Except as otherwise provided in this Item the weight shall be obtained on a scale meeting the definition of a certified scale as provided in 49 CFR 375.1 (b)(4).
- 2. Weighing Procedure
 - a. Except as otherwise provided in this Item, the weight of each shipment shall be obtained by determining the difference between the tare weight of the vehicle on which the shipment is to be loaded prior to the loading and the gross weight of this same vehicle after the shipment is loaded; or, the gross weight of the vehicle with the shipment loaded and the tare weight of the same vehicle after the shipment is unloaded.

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- b. At the time of both weighings the vehicle shall have installed or loaded all pads, dollies, hand trucks, ramps and other equipment required in the transportation of such shipments. Neither the driver nor any other persons shall be on the vehicle at the time of either weighing.
 - c. The fuel tanks on the vehicle shall be full at the time of each weighing or, in the alternative, no fuel may be added between the two weighings when the tare weighing is the first weighing performed.
 - d. The trailer of a tractor-trailer vehicle combination may be detached from the tractor and the trailer weighed separately at each weighing providing the length of the scale platform is adequate to accommodate and support the entire trailer at one time.
 - e. Shipments weighing 1,000 pounds or less may be weighed on a certified platform or warehouse scale prior to loading for transportation or subsequent to unloading.
 - f. The net weight of shipments transported in containers shall be the difference between the tare weight of the container, including all pads, blocking and bracing used or to be used in the transportation of the shipment and the gross weight of the container with the shipments loaded therein.
 - g. The shipper or any other person responsible for payment of the freight charges shall have the right to observe all weighing of the shipment. The carrier must advise the shipper or any other person entitled to observe the weighing of the time and specific location where each weighing will be performed and must give that person a reasonable opportunity to be present to observe the weighing. Waiver by a shipper of the right to observe any weighing or reweighing is permitted and does not affect any rights of the shipper under these regulations or otherwise.
 - h. Carrier may substitute manufacturer's weight for automobiles, trucks, vans, campers, boats, and other similar vehicular or bulky articles in lieu of obtaining separate weight tickets on these articles whenever such articles are included within a shipment. Manufacturer's weight will be obtained from either the Branham Automobile Reference Book, the National Automobile Dealer's Association (N.A.D.A.) Official Used Car Guide (the "Guide"), or from other appropriate reference sources of manufacturer's weight, or the shipper may provide carrier with copies of manufacturer's documents evidencing the weight of the article included in a shipment.
3. Weight Tickets. YMM shall obtain a separate weight ticket for each weighing required under this Item except when both weighings are performed on the same scale, one weight ticket may be used to record both weighings. Every weight ticket must be signed by the person performing the weighing and must contain the following minimum information:
- a. The complete name and location of the scale.
 - b. The date of each weighing.
 - c. Identification of the weight entries thereon as being the tare, gross and/or net weights.
 - d. The company or carrier identification of the vehicle.
 - e. The last name of the shipper as it appears on the bill of lading.
 - f. The YMM shipment registration or bill of lading number.

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- g. The original weight ticket or tickets relating to the determination of the weight of a shipment must be retained by YMM as part of the file on the shipment. All freight bills presented to collect any shipment charges dependent on the weight transported must be accompanied by true copies of all weight tickets obtained in the determination of the shipment weight.
4. **Reweighting of Shipments.** Before the actual commencement of the unloading of a shipment weighed at origin and after the shipper is informed of the billing weight and total charges, the shipper may request a reweigh. The charges shall be based on the reweigh weight.
5. For all shipments, the applicable transportation charges ("Charges") shall be determined by the estimated or actual weight of the Shipment, the postal five-digit Zip Code of the origin, and the postal five-digit Zip Code of the destination. Additional charges shall apply for additional services, as set forth in subsection 6 below:
6. **Additional Charges:**
- (i) Additional Packing Fee. Customer is responsible for any additional charges which may arise for items requiring special packaging, handling or crating, as determined in the reasonable discretion of the Company. Customer will be informed of the additional charges and asked to sign a Request for Additional Services at the time such Services are rendered and before loading.
 - (ii) Waiting Time Fee. Customer will incur additional fees at a rate of \$200.00 per hour per Service Provider after the first hour of waiting time if Customer is not ready for the Service Provider to load or unload when the Unit arrives.
 - (iii) Stair Carry Fee. There is no charge for the first flight (up to thirteen (13) stairs) of stair carry, whether loading or unloading. There is a \$250 charge per additional flight for stair carry at loading or unloading, as applicable.
 - (iv) Long Carry Fee. There is no charge for the first 50 feet of distance from Origin to the Unit, and from the Unit to Destination, as applicable. There is a \$1.00 charge per each 1-foot segment over the first 50 feet.
 - (v) Shuttle Fee. A \$295.00 fee is applied if required for inaccessible locations, from Origin to the Unit or the Unit to Destination, as applicable, whether or not a shuttle is used. Use of a shuttle shall be at the Carrier's sole discretion.
 - (vi) Destination Storage Fee. All Household Goods must be ready to unload upon arrival at Destination, or such items will be put into storage and Customer charged at a rate of \$1,400 per day while in storage.
 - (vii) Piano Fees. In the event there is an upright piano not located on the ground floor at the Origin or not to be located on the ground floor at the Destination, as applicable, there will be a flat rate charge of \$150.00. In the event that there is a baby grand or grand piano that needs loading and/or unloading (if not previously arranged as part of the Purchase Price between Company and Customer) at the Origin or the Destination, as applicable, Customer will be charged a \$150.00 fee for loading and/or a \$150.00 fee for unloading per baby grand or grand piano. Customer is responsible for all disassembly, packing and

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reassembly of any such baby grand orAdd grand piano and neither the Carrier nor any Service Provider shall handle any such baby grand or grand piano at the Origin or at the Destination, as applicable, unless and until it is properly disassembled, packed and reassembled by Customer (or Customer's representative or agent).

- (viii) **Additional Stop Fee.** There will be a fee of (i) \$3.50 per mile for each additional stop not included in the Purchase Price as determined between Company and Customer for stops of distances of less than 25 miles between stops, or (ii) a reasonable amount to be determined by Company based on the distance between such stops and load size for stops of distances of 25 miles or more between stops. If additional stops of distances of 25 miles or more between stops are requested after loading and Customer and Company are not able to agree upon the additional charges, the shipment will be delivered as set forth in this Agreement.
- (ix) **Layover Fee.** If Customer requests a layover, in which Customer asks Carrier to delay delivery to Destination to a date after the Delivery Date, Customer will be charged \$1,400.00 per day for each day delayed after the Delivery Date.
- (x) **Elevator Fee.** Customer will be charged a onetime charge of an additional \$100.00 for each floor that must be utilized by elevator.
- (xi) **Containers and Packing.** Boxes and packing services will be furnished at the following charges:

Type of Box	Rate Per Box	Additional Rate for Packing Service
Dish Pack	\$9.00	\$35.00
Book Carton	\$4.50	\$13.00
Small Carton	\$3.00	\$16.00
Medium Carton	\$4.50	\$17.50
Large Carton	\$5.50	\$18.50
Mirror Carton	\$10.00	\$23.00
Wardrobe Carton	\$25.00	\$35.00
Mattress Carton	\$5.00	\$18.00

- (xii) Unpacking services will be furnished at a rate of \$55.00 per person per hour.

Such Charges shall be set forth on the Carrier Bill of Lading. The Charges apply only for the Shipment to be transported as shown on the Carrier Bill of Lading, and shall apply regardless of weight. The rates in each shipping order, once confirmed by Carrier, are binding on Carrier and Shipper for the services ordered. Such rates shall be valid only for the Delivery Period selected by Shipper. Any change in such dates may result in a change in applicable rates.

Tariff rates (except rates for autos, valuation, full value protection, storage-in-transit, pickup or delivery on storage-in-transit shipments, crating and third party services) are subject to reduction by a predetermined percentage based on the Tariff Code to be set forth on the non-binding estimate prepared by YMM, as

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follows.

Discount from Tariff	Tariff Code	Discount from Tariff	Tariff Code	Discount from Tariff	Tariff Code
0%	DISC00	27%	DISC27	54%	DISC54
1%	DISC01	28%	DISC28	55%	DISC55
2%	DISC02	29%	DISC29	56%	DISC56
3%	DISC03	30%	DISC30	57%	DISC57
4%	DISC04	31%	DISC31	58%	DISC58
5%	DISC05	32%	DISC32	59%	DISC59
6%	DISC06	33%	DISC33	60%	DISC60
7%	DISC07	34%	DISC34	61%	DISC61
8%	DISC08	35%	DISC35	62%	DISC62
9%	DISC09	36%	DISC36	63%	DISC63
10%	DISC10	37%	DISC37	64%	DISC64
11%	DISC11	38%	DISC38	65%	DISC65
12%	DISC12	39%	DISC39	66%	DISC66
13%	DISC13	40%	DISC40	67%	DISC67
14%	DISC14	41%	DISC41	68%	DISC68
15%	DISC15	42%	DISC42	69%	DISC69
16%	DISC16	43%	DISC43	70%	DISC70
17%	DISC17	44%	DISC44	71%	DISC71
23%	DISC23	45%	DISC45	72%	DISC72
24%	DISC24	46%	DISC46	73%	DISC73
25%	DISC25	52%	DISC52	74%	DISC74
26%	DISC26	53%	DISC53	75%	DISC75

ITEM 7

ADDITIONAL CHARGES, SERVICES, AND TERMS

- (a) Shipper shall be liable for all additional amounts incurred over and above the Charges for services rendered at the request of the Shipper or required due to no fault of YMM including, without limitation, those set forth in Item 12. Shipper waives any advance written estimate and physical survey of the goods. Shipper is purchasing the transportation of the Shipment, subject to the terms, conditions and limitations set forth herein.
- (b) Charges for additional requested packing services and packing materials are defined as contained in this tariff. Packing Service **Labor does not include** crating or third-party service; see Item 7(c) below.
- (c) YMM will engage, on Shipper's behalf, a third party service company to provide certain appliance and similar servicing as ordered by Shipper and pay the rates for such services as published in the tariff. All charges for such service shall be paid to YMM in accordance with Item 15. Crating Service and other Third-Party charges apply when Shipper requests crates (specially constructed for mirrors, paintings, glass or marble tops and similar fragile articles, or large electronic items such as large screen televisions), or appliance or other servicing. YMM will, upon request of Shipper, and as his or her agent, engage a third party to construct such crates or provide such servicing. All charges for services provided by such third parties must be paid by Shipper upon performance. Shipper shall

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hold YMM and its agents harmless for loss/damage/delay or any monetary losses which are a result of third party services including but not limited to crating, uncrating, appliance and other servicing which are requested by Shipper and arranged by YMM as a customer service. Such limitation of liability shall extend to the selection by YMM of the providers of such services. Such services may be billed directly by the provider of the services or by YMM. Providers of such services are contractors for Shipper and are not agents for YMM.

- (d) It is Shipper's responsibility for removal or placement of property from or to attics, basements walls, and other locations, and to make property available to the YMM where the location of property and goods to be shipped or delivered is (1) not accessible by a permanent stairway (does not include ladders of any type), (2) not adequately lighted, (3) does not have a flat continuous floor, or (4) does not allow a person to stand erect.
- (e) Shipper, upon adequate notice in writing to YMM before delivery of the property, may change the destination originally shown on the bill of lading. When the destination Zip Code is changed but the new destination is within 50 miles of the original destination, YMM shall redetermine the Charges and create a new YMM Estimate and Bill of Lading and submit it to Shipper, in writing or electronically. If the new destination is more than 50 miles from the original destination, Shipper shall pay the transportation charges applicable to the shipment from origin to the zip code of the point from which the shipment was diverted, plus the transportation charges applicable to the shipment from the zip code of the point of diversion to the zip code of the new destination. For this purpose, the point of diversion is the point at which YMM is first reasonably able to arrange commencement of the diversion of the shipment from its original route of transportation. YMM is not responsible for failure to effect the change requested, unless such failure is due to error or negligence on the part of YMM. Shipper shall promptly pay YMM any additional amount due and YMM shall promptly refund to Shipper any lower amount due.
- (f) If ordered services are not rendered and canceled within 3 days prior to the scheduled service date, Shipper shall pay a cancellation fee of 10% of all charges, not to exceed \$500.00.
- (g) It is the Shipper's responsibility to be prepared for loading and delivery on the days Shipper specified for these services. If the Shipper is not prepared for services, the Shipper agrees to pay an attempted service charge of \$700.00 per occurrence.
- (h) When YMM, to insure safe transportation, considers it necessary to repack packing boxes that have been packed by Shipper, the servicing carrier may reconfigure the shipment and repack such boxes, as necessary in such servicing carrier's judgment, at Shipper's cost, which shall be charged at the 2 Men Packing Service Labor rate of \$95.00 per hour with all terms as defined in Item 7(b)Re.
- (i) All rates for services stated in this Tariff are non-Holiday Regular Time rates and apply for services performed between Monday through Sunday (excluding Holidays). When service is performed on Holidays, charges for Holiday Service will apply. The rates for Holiday Service are equal to 2.0 times the Regular Time rate.

The term "Holiday" means the date a U.S., National or officially declared State holiday is observed. When a holiday falls on a Saturday, the holiday will be considered observed on the preceding Friday. When a holiday falls on a Sunday, the holiday will be considered observed on the following Monday. For reference purposes only, current U.S. National Holidays are New Year's Day, January 1; Martin Luther King, Jr. Day, the third Monday in January; Presidents' Day, the third Monday in February; Memorial Day, the last Monday in May; Independence Day, July 4; Labor Day, the first

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Monday in September; Columbus Day, the second Monday in October; Veterans Day, November 11; Thanksgiving Day, the fourth Thursday in November; and Christmas Day, December 25.

ITEM 8
RELEASED AND DECLARED SHIPMENT VALUE (VALUATION)

- (a) YMM's maximum liability and the valuation charges specified herein for the assumption of liability shall be subject to election by the shipper, prior to loading, whether to participate in the YMM Protection Plan as described below and if electing to participate in such Plan, which deductible level (the "Deductible") shall apply. Unless Shipper expressly releases the shipment to a value of 60 cents per pound per article (by waiving the YMM Protection Plan), YMM's maximum liability for loss or damage shall be the declared value of the shipment, which shall be a lump sum amount determined by the weight of the shipment or the amount declared by the shipper as set forth in and governed by the Bill of Lading.

Note 1: Once Shipper's items are delivered to any public storage facility, the liability of YMM will terminate at that time. Shipment should be inspected by shipper at that time in the presence of YMM employee and any damages should be noted as an "Exception" on the carrier's original inventory.

If Shipper chooses YMM's Protection Plan (or does not waive such Plan), additional charges will apply as set forth below. To avoid these additional charges, Shipper must agree that if articles are lost or damaged, YMM's liability will not exceed 60¢ per pound for the actual weight of any lost or damaged article or articles in the shipment. YMM's maximum liability in the event of loss or damage shall be either:

- (1) Under the YMM Protection Plan, the Full (Replacement) Value of the lost or damaged goods, not to exceed as maximum in any circumstance the declared value of the Shipment as stated above, less the Deductible (if any), or
 - (2) The actual loss or damage not exceeding sixty (60) cents per pound of the weight of any lost or damaged article when the shipper has released the shipment to the YMM, in writing as set forth above, with liability limited to sixty (60) cents per pound per article.
- (b) Shipper's election or waiver of the YMM Protection Plan must be entered on the Bill of Lading in the form set forth in the Shipper's Declaration of Value and may be completed only by the person signing it.

As used in this Tariff, the phrases, "released value", "declared value", and "value declared by the shipper" shall have the same meaning.

- (c) If Shipper does not waive the YMM Protection Plan of Full (Replacement) Value liability on the Bill of Lading in the manner set forth in the Shipper's declaration of Value, then the YMM Protection Plan shall apply and the charges therefor as set forth on the declaration of Value shall apply, in addition to the Charges set forth in Item 3, 4, 5, or 6, as applicable:

Charges for the YMM Protection Plan while goods are in storage are described in Item 12 below.

- (d) When a shipment is released to a valuation of 60 cents per pound per article, each shipping piece or package and the contents thereof shall constitute one article, except that the component parts of

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any single article taken apart or knocked down for handling or loading in vehicle shall constitute one article for the purpose of determining YMM's liability as provided in this Item 8.

- (e) Under the YMM Protection Plan, YMM will, at its option, either repair items to the extent necessary to restore to the condition when received by YMM; pay Shipper for the cost of repairs; replace item(s) with item(s) of like kind and quality; or make a cash settlement for the cost of the repair or the full (replacement) cost of the item(s). Depreciated value of goods is not a factor.
- (f) YMM's maximum liability shall not exceed the released or declared value of the shipment, as set forth above, or the full cost of repair or replacement of the damaged property, whichever is less. YMM shall have the option of repair or replacement of damaged articles. All items which are replaced or for which the full (replacement) value has been paid become the property of YMM.
- (g) Provisions of this item are contractual limits of liability as provided for in 49 U. S. C. Section 14706 and are not to be construed as "insurance".
- (h) The released or declared value as set forth above and YMM's maximum liability, whether or not loss or damage, injury, or delay incurred from YMM negligence, as determined under this rule, shall apply to any claims resulting from the performance or failure to perform by YMM of any services which YMM has contracted to perform.
- (i) If Shipper waives the YMM Protection Plan, YMM may offer to arrange insurance coverage for the goods covering loss or damage in excess of 60 cents per pound per article. Shipper understands that YMM and its affiliates and servicing carriers and their agents, and contractors are not an insurance company or insurance agents. YMM has not explained any coverage or assisted Shipper in making any decision to purchase any particular insurance policy, and YMM makes no representations about the coverage provided by such insurance policy.
- (j) YMM offers two different liability options for each Shipment. These options are referred to as "valuation" coverage: (1) the "YMM Protection Plan," which offers the Full (Replacement) Value of the lost or damaged goods with a \$250.00 deductible, and (2) Released Value. In addition, Shipper may obtain separate liability insurance as described below.

(1) YMM Protection Plan

(1) Under the YMM Protection Plan, the declared value of the Shipment is a lump sum amount determined by determined either by the declared value of the shipment, as set forth in and governed by the Bill of Lading, for Direct Service shipments governed by Item 3 of this Tariff, Alternative Service shipments governed by Item 5 of this Tariff, and shipments under non-binding estimates pursuant to Item 6 of this Tariff, with a minimum declaration of \$6 per pound and a maximum declaration of \$500,000. Any claim payment under this protection plan will be reduced by the applicable deductible.

The YMM Protection Plan is the more comprehensive plan available for the protection of the Shipment. Unless Shipper selects the alternative level of liability described below-Released Value-the Shipment will be transported under, and Shipper will be charged for, the YMM Protection Plan. Under the Plan, if any article is lost, destroyed or damaged while in transit, YMM will, at its discretion, offer to do one of the following for each item, up to the declared value:

- Repair the item to the extent necessary to restore to the condition when received.
- Replace with an item of like kind and quality.

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- Make a cash settlement for the cost of the repair or full (replacement) cost, without taking depreciated value into account.

Under the YMM Protection Plan, YMM's liability for loss or damage to articles of extraordinary value is limited, unless Shipper specifically lists these articles on the shipping documents. An article of extraordinary value is any item whose value exceeds \$100 per pound. These items include currency, coins, jewelry, precious metals, precious or semiprecious stones or gems, gold, silver or platinum articles including silverware and service sets, china sets, crystal or figurines, fur or fur garments, antiques, oriental rugs or tapestries, rare collectible items or objects of art, computer software programs, manuscripts or other rare documents. Though YMM will accept these goods as required by federal law, it is **strongly recommended** that Shipper carry such items or make other arrangements for their transportation. If such items are nevertheless included in the Shipment, Shipper should complete and sign the High-Value Inventory form and sign the "Extraordinary (Unusual) Value Article Declaration" box on the Order for Service and on the Bill of Lading. If no articles of extraordinary value are disclosed by shipper the maximum carrier liability will be deemed accepted at \$100 per pound. In no way will YMM accept any liability that exceeds maximum valuation declared by shipper as defined by Item 8 (a).

If Shipper has selected the YMM Protection Plan, or if Shipper has not waived it by selecting the Alternative (Released) Level of Liability described below, the YMM Protection Plan will apply at the rates set forth above. Items which are replaced or for which the full (replacement) value has been paid become YMM's property.

If Shipper's goods are in storage-in-transit for more than 30 days before delivery, the YMM Protection Plan will be continued at an additional charge of \$600 per month or portion thereof, subject to the limitation that storage-in-transit ceases after the 90th day of such storage pursuant to the Tariff.

(2) Released Value

Released Value coverage is offered at no additional charge. However, the protection is minimal. Under this option, YMM assumes liability *for no more than 60 cents per pound per article*. **IT IS CONSIDERABLY LESS THAN THE AVERAGE VALUE OF HOUSEHOLD GOODS.** For example, if a 10-pound stereo component worth \$1,000 were lost or damaged, Shipper would only receive \$6.00 in compensation (60 cents x 10 pounds). Each shipping piece or package and its contents constitute one article, except that the component parts of any single article that has been taken apart or knocked down for shipment will constitute one article for the purpose of this calculation.

There is *no additional charge* for Released Value. However, the Shipper *must* sign a specific statement on the Customer Order and the Bill of Lading agreeing to it. Released Value compensates Shipper according to the weight of the item, not its actual value. And, **if Shipper does not select Released Value, the Shipment will automatically be transported under the YMM Protection Plan** and the applicable charges will apply.

The YMM Protection Plan and Released Value are not insurance policies governed by State insurance laws; instead, they are Federal contractual tariff levels of liability authorized under Released Rates Orders of the Surface Transportation Board of the U.S. Department of Transportation.

Other Alternatives: Third-party Insurance

If Shipper selects **Released Value**, separate liability insurance may also be obtained. The cost of this insurance is not included in the basic move and must be purchased separately by Shipper. This insurance is **not valuation coverage governed by Federal law**-it is optional insurance **regulated by State law**. Shipper should review his or her needs and make decisions about insurance. YMM and its affiliates, and YMM's servicing carriers and their agents and contractors, are not an insurance company or insurance agents. YMM may only refer Shipper to

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such providers. YMM does not explain coverage and does not provide assistance in making any decision to purchase any particular insurance policy. YMM makes no representations about the coverage provided by any insurance policy.

If Shipper purchases separate insurance coverage, YMM remains liable for the amount up to 60 cents per pound per article as noted above, but the rest of the loss is recoverable from the insurance company up to the amount of insurance Shipper purchased. If Shipper obtains the policy through YMM's referral, YMM will ensure that Shipper receives a written record of the policy purchase and provide Shipper with a copy at the time of purchase.

- (k) Any limitation of liability resulting from application of this provision has been authorized by Released Rates Orders of the Surface Transportation Board.

**ITEM 9
PROHIBITED AND RESTRICTED ARTICLES;
HIGH VALUE ITEMS; LIMITATIONS ON WEIGHT**

- (a) YMM will not accept for shipment property liable to contaminate or otherwise damage equipment or other property, articles which cannot be taken from the premises without damage to the article or the premises, perishable articles including frozen foods, articles requiring refrigeration, or perishable plants, or flammable materials, explosives or tanks or bottles designed to contain butane or propane (LP), including tanks and containers (even if certified as empty) for gas barbecue grilles, torches, ammunition, firearms, tools or appliances, or other dangerous articles or hazardous materials, or any item in violation of any law or regulation of any governmental authority, including, without limitation, laws and regulations relating to hazardous materials, waste disposal and other environmental matters. For this purpose, "hazardous materials" shall include but not be limited to any hazardous or toxic chemical, gas, liquid, substance, material or waste that is or becomes regulated under any applicable local, state or federal law or regulation.
- (b) Shippers who tender shipments which are released to a value greater than 60¢ per pound per article, that include an article or articles that exceed \$100 per pound per article, in value, must specifically notify YMM in writing that an identified article or articles with a value greater than \$100 per pound are included in the shipment by execution of the "EXTRAORDINARY (UNUSUAL) VALUE ARTICLE DECLARATION" as contained in YMM's Bill of Lading and referred to in the Customer's Declaration of Value.

Shipper's failure to notify YMM that an article or articles having a value that exceeds \$100 per pound will be included in the shipment will restrict YMM's maximum liability to \$100 per pound for each pound of any lost or damaged article (based on actual article weight), not to exceed the declared value of the entire shipment.

Any limitation of liability resulting from application of this provision has been authorized by Released Rates Orders of the Surface Transportation Board.

See Item 9(c) below for the form and minimum of YMM's "Inventory of Items Valued in Excess of \$100 Per Pound, Per Article".

- (c) When transportation is performed under this Tariff, a High Value Inventory Form shall apply in conjunction with the Bill of Lading, which form shall contain the following minimum information:

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**HIGH VALUE INVENTORY
OF ITEMS VALUED IN EXCESS OF \$100 PER POUND
PER ARTICLE
YOU MOVE ME LLC**

[e-mail and/or address]_____-[phone]_____

ALL ITEMS INCLUDED IN YOUR SHIPMENT THAT ARE CONSIDERED TO BE OF EXTRAORDINARY (UNUSUAL) VALUE MUST BE SPECIFICALLY IDENTIFIED AND YMM MUST BE ADVISED THAT THEY ARE INCLUDED IN THE SHIPMENT. ITEMS OF EXTRAORDINARY VALUE ARE DEFINED AS THOSE HAVING A VALUE GREATER THAN \$100 PER POUND. TYPICAL HOUSEHOLD GOODS ITEMS THAT FREQUENTLY HAVE A VALUE IN EXCESS OF \$100 PER POUND PER ARTICLE ARE: CURRENCY, COINS, JEWELRY, PRECIOUS METALS, PRECIOUS OR SEMIPRECIOUS STONES OR GEMS, GOLD, SILVER OR PLATINUM ARTICLES INCLUDING SILVERWARE AND SERVICE SETS, CHINA SETS, CRYSTAL OR FIGURINES, FUR OR FUR GARMENTS, ANTIQUES, ORIENTAL RUGS OR TAPESTRIES, RARE COLLECTIBLE ITEMS OR OBJECTS OF ART, COMPUTER SOFTWARE PROGRAMS, MANUSCRIPTS OR OTHER RARE DOCUMENTS. OF COURSE, OTHER ITEMS MAY ALSO FALL INTO THIS CATEGORY AND MUST BE IDENTIFIED AS WELL.

**THE PURPOSE OF THIS INVENTORY IS TO ASSIST YOU IN IDENTIFYING ARTICLES OF
EXTRAORDINARY OR UNUSUAL VALUE IN ORDER THAT YMM WILL BE
AWARE OF THOSE ITEMS WHICH REQUIRE SPECIAL HANDLING AND PROTECTION
FAILURE TO IDENTIFY SUCH ARTICLES WILL RESULT IN LIMITED CARRIER LIABILITY**

List No.	Description of Articles Exceeding \$100 Per Pound Per Article	List No.	Description of Articles Exceeding \$100 Per Pound Per Article
1.	_____	7.	_____
2.	_____	8.	_____
3.	_____	9.	_____
4.	_____	10.	_____
5.	_____	11.	_____
6.	_____	12.	_____

OWNER (SHIPPER) AGREES THAT ANY CLAIM FOR LOSS OR DAMAGE MUST BE SUPPORTED BY PROOF OF VALUE AND UNDERSTANDS SETTLEMENT WILL BE BASED UPON THE INFORMATION FURNISHED ON THIS INVENTORY FORM AND THE DECLARATION OF VALUE CONTAINED ON THE ACCOMPANYING BILL OF LADING, THE BILL OF LADING TERMS AND CONDITIONS, THE TARIFF IN EFFECT AT THE TIME OF SHIPMENT, THE HOUSEHOLD GOODS DESCRIPTIVE INVENTORY, AND ALL OTHER PERTINENT INFORMATION AVAILABLE TO THE CARRIER. IF YOU HAVE NOT LISTED ARTICLES HAVING A VALUE IN EXCESS OF \$100 PER POUND PER ARTICLE ON THIS INVENTORY, YOUR SIGNATURE BELOW ATTESTS TO THE FACT THAT SUCH ARTICLES ARE NOT INCLUDED IN YOUR SHIPMENT. IF THROUGH INADVERTENCE OR ANY OTHER CAUSE, ITEMS HAVING A VALUE IN EXCESS OF \$100 PER POUND PER ARTICLE ARE INCLUDED IN YOUR SHIPMENT AND YOU FAIL TO LIST THOSE ITEMS ON THIS

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INVENTORY, OR FAIL TO SIGN THIS INVENTORY, YOU EXPRESSLY AGREE THAT THE CARRIER'S LIABILITY FOR LOSS OR DAMAGE TO THOSE ITEMS WILL BE LIMITED TO NO MORE THAN \$100 PER POUND PER ARTICLE (BASED UPON THE ACTUAL ARTICLE WEIGHT).

AT ORIGIN

CARRIER BILL OF LADING NO.

I certify the above listed information to be true, correct and complete.

Signature of Shipper or Shipper's Representative	Date	YMM's representative acknowledges receipt of an executed copy of this inventory
--	------	--

Shipment Origin (City and State)	Signature of YMM's Representative	Date
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**ITEM 10
ADVANCEMENT OF CHARGES**

Shipper shall be responsible for charges advanced by YMM or a servicing carrier for services of others engaged at the request of Shipper or required by Federal, State or Local law, including but not limited to agricultural quarantine inspections, state or local fees or taxes, such as sales taxes, use taxes and debris disposal or recycling fees, and toll charges for bridges or ferries. Such charges will be supported by YMM with a copy of an invoice setting forth services rendered, charges and basis thereof. The charges so advanced are in addition to all other applicable tariff charges and shall be collected from Shipper upon notice and prior to delivery.

**ITEM 11
STORAGE-IN-TRANSIT**

- (a) Storage-In-Transit ("SIT") of property covered by this Tariff is the holding of the shipment or portion thereof at or in the facilities, a truck or warehouse used by the servicing carrier or its agent, for storage, pending further transportation under this Tariff. For the purpose of this Item a servicing carrier may designate any facility or warehouse to serve as its agent. When property is placed in storage-in-transit, YMM's limitations on liability and the requirements for and time limitations on filing of claims also apply to the party in possession of the property.
- (b) A shipment or portion thereof may be placed in storage-in-transit one or more times for an aggregate period not to exceed 90 days. When not removed from storage-in-transit at midnight on the 90th day, YMM's liability as carrier shall terminate after such time, the interstate character of the shipment shall cease, the warehouse location shall be considered the destination of the property, the warehouseman shall be agent for the shipper, and the property shall then be subject to the rules, regulations and charges of the warehouseman. YMM may terminate the interstate character of the shipment or portion thereof prior to the 90-day maximum storage-in-transit period, if payment of the billed charges is not made within the due date stated on such billing. Until all lawful charges

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are paid, property will remain at the storage location subject to a lien for all such charges in favor of YMM, the servicing carrier and its agent.

- (c) All additional storage shall be charged at the rate of \$1,295.00 per week or portion thereof for the second through fourth weeks of storage, and at the rate of \$5,550.00 per month or portion thereof for all consecutive months of storage. Up to a 75% discount may be applied to all additional storage rates at YMM's sole discretion.
- (d) All storage-in-transit charges will be billed and payable in advance. Charges for storage periods beyond the initial order will be billed and payable at the time of request.
- (e) No less than 10 days prior to the expiration of either the specified period of time during which the goods are to be held in such storage or the maximum period of time provided in Item 11(b) for storage-in-transit, YMM shall notify Shipper in writing, (1) of the date of conversion to permanent storage, (2) of the existence of a 9-month period subsequent to the date of conversion to permanent storage during which shipper may file claims against YMM for loss and/or damage which occurred to the goods in transit or during the SIT period, and, (3) of the fact that on the date of conversion, the liability of YMM shall terminate and the property shall be subject to the rules, regulations, and charges of the warehouseman. Said notification shall be by facsimile transmission, e-mail, overnight courier, or certified mail, return receipt requested. If the goods are to be held in storage-in-transit for a period of time less than 10 days then YMM shall, no less than 1 day prior to the expiration of the specified time during which the goods are to be held in such storage, give notification to Shipper of the information specified in (1), (2), and (3) above, and maintain a record thereof as part of its record of the shipment. YMM's failure or refusal to notify the shipper in accordance with the foregoing shall automatically effect a continuance of its liability pursuant to the applicable tariff provisions with respect to SIT, until the end of the day following the date upon which notice is given.

ITEM 12
DELAYS, IMPRACTICAL OPERATIONS, ALTERNATIVE SERVICE

PART A: IMPRACTICAL OPERATIONS

Nothing in this Tariff shall require performance of any service at any point or location where, through no fault or neglect of YMM, the furnishing of such services is impracticable because:

- (a) The conditions of roads, streets, driveways, alleys or approaches thereto would subject operations to unreasonable risk of loss or damage to life or property;
- (b) Loading or unloading facilities are inadequate;
- (c) Vehicles or equipment suffer breakdown or mechanical defect;
- (d) Any force majeure, act of God, act of any governmental authority, war, insurrection, riot, civil disturbance, national emergency, act of public enemies, terrorism, inability to secure adequate labor or material, fires, floods, storms, explosions, severe weather conditions, earthquakes, or other catastrophes or serious accidents, epidemics or embargoes, or strike, picketing or other labor disturbance which would (1) subject operations to unreasonable risk of loss or damage to life or property or (2) unreasonably jeopardize the ability of the servicing carrier to render linehaul or pickup or delivery or any other service from, to or at other points or locations;

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- (e) YMM's hauling contractors, employees or agents are precluded, for reasons beyond its control, from entering premises where pickup or delivery is to be made.
- (f) Local, state or federal restrictions, regulations or laws prohibit performance of such services by linehaul equipment

PART B: ALTERNATIVE SERVICE/ADDITIONAL LABOR

- (a) It is the responsibility of Shipper to make arrangements for the Shipment to be accessible to the servicing carrier for loading or to accept delivery at a point at which the Shipment may be safely and efficiently unloaded.
- (b) When it is physically impossible to perform pickup of the Shipment at origin address or to complete delivery of the Shipment at destination address, due to the structure of the building, its inaccessibility by highway, inadequate or unsafe public or private road, overhead obstructions, narrow gates, sharp turns, trees, shrubbery, the deterioration of roadway due to rain, flood, snow, or nature of an article or articles included in the shipment, the servicing carrier shall hold itself available at point of pickup or tender delivery at destination at the nearest point of approach to the desired location where the Shipment can be made safely accessible.
- (c) Upon request of Shipper, YMM will unload the Shipment into smaller containers or boxes and/or provide extra labor for the purpose, if possible, of transferring the shipment between the origin or destination address and the point of transfer to or from the Shipment. The additional labor shall be furnished at the rates set forth in Item 3(1).
- (d) If Shipper does not accept the Shipment at nearest point of safe approach to the destination address, YMM may place the Shipment in storage at the nearest available warehouse of the servicing carrier, or, at the option of the servicing carrier, in a public warehouse, subject to a lien for all lawful charges. The liability on the part of the YMM will cease when the shipment is unloaded into the warehouse and the shipment shall be considered as having been delivered.
- (e) Transportation charges to cover the movement of the shipment or part thereof from the point at which it was originally tendered, to warehouse location shall be computed on the basis of this Tariff that would have applied from the origin Zip Code to the destination Zip Code. Any unpaid charges on the shipment shall be due and payable upon delivery of the shipment to the warehouse. Any subsequent movement from the warehouse shall constitute a new shipment.

**ITEM 13
INSURANCE**

YMM will not assume the cost of insurance against marine risk or any other insurance for the benefit of the Shipper.

**ITEM 14
CLAIMS, LOSS AND DAMAGE**

- (a) **Claims in Writing Required:**

A claim for loss, damage, injury, or delay will not be voluntarily paid by YMM unless filed in writing as provided in subparagraph (b) below with YMM, within the specified time limits applicable thereto

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and as otherwise may be required by law, the terms of the bill of lading or other contract of carriage,
and all Tariff provisions applicable thereto.

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(b) **Minimum Filing Requirements:**

A communication in writing from a claimant filed with YMM within the time limits specified in the bill of lading or contract of carriage or transportation, and (i) containing facts sufficient to identify the shipment (or shipments) of property involved, (ii) asserting liability for alleged loss, damage, injury, or delay, and (iii) making claim for the payment of a specified or determinable amount of money, will be considered as sufficient compliance with the provisions for filing claims embraced in the bill of lading or other contract of carriage.

(c) **Documents not constituting claims:**

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

(d) **Claims filed for uncertain amounts:**

Whenever a claim is presented against YMM for an uncertain amount, such as \$100 more or less, YMM will determine the condition of the shipment involved at the time of delivery by it, if it was delivered, and will ascertain as nearly as possible the extent, if any, of the loss or damage for which it may be responsible. It will not however, voluntarily pay a claim under such circumstances unless and until a formal claim in writing for a specified or determinable amount of money has been filed in accordance with the provision of subparagraph (b) above.

(e) **Concealed damaged or shortage:**

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

(f) **Supporting documents:**

When a necessary part of an investigation, each claim must be supported by the original bill of lading (if not previously surrendered to YMM), and for each article, the nature and extent of such damage, the basis for the amount claimed, and, in the case of damage, a repair estimate.

(g) **Verification of loss:**

When an asserted claim for loss of an entire package or an entire shipment cannot be otherwise authenticated upon investigation, YMM will obtain from the consignee of the shipment involved a certified statement in writing that the property for which the claim is filed has not been received from any other source.

(h) **Satisfaction of claims:**

YMM may satisfy a claim by repairing or replacing the property lost or damaged with materials of like kind, quality and condition at time of acceptance by YMM.

(i) **Time limit for filing claims:**

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

(j) **Acknowledgment and settlement by YMM:**

YMM will acknowledge receipt of each claim in writing to the claimant within 30 calendar days after its receipt by the YMM. YMM will at the time such claim is received; cause the date of receipt to be recorded on the claim.

YMM will pay, decline, or make a firm compromise settlement offer in writing to the claimant within 120 days after receipt of the claim by the YMM: Provided, that, if the claim cannot be processed and disposed of within 120 days after the receipt thereof, YMM will, at that time and the expiration of each succeeding 60-day period while the claim remains pending, advise the claimant in writing of the status of the claim and the reasons for the delay in making final disposition thereof.

(k) **Salvage:**

Whenever property transported by YMM 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, YMM, after giving due notice, whenever practicable to do so, to the owner and other parties that may have an interest therein, and unless advised to the contrary after giving such notice, will undertake to sell or dispose of such property directly or by the employment of a competent salvage agent. YMM will only dispose of the property in a manner that will fairly and equally protect the best interests of all persons having an interest therein. YMM will make an itemized record sufficient to identify the property involved so as to be able to correlate it to the shipment or transportation involved, and claim, if any filed thereon. YMM also will assign to each lot of such property a successive lot number and note that lot number on its record of shipment and claim, if any claim is filed thereon.

Upon receipt of a claim on a shipment on which salvage has been processed in the manner herein before described, YMM will record in its claim file thereon the lot number assigned, the amount of money recovered, if any, from the disposition of such property, and the date of transmittal of such money to the person or persons lawfully entitled to receive the same.

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

(l) **Arbitration**

Where required by law, YMM will offer arbitration to Shipper as a means of settling disputes under the program described on YMM's Web Site.

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(m) Weight for Liability Purposes

When the liability of YMM is to be measured by the weight of the article lost or damaged, the weight of the article will be determined on the basis of the best evidence available, except that in the absence of specific evidence to the contrary, cartons containing books or phonograph records will be deemed to weigh 50 pounds, cartons containing lampshades will be deemed to weigh 10 pounds, and the following containers with other items will be deemed to have the following weights (in pounds):

DRUM, DISH-PACK	60
CARTONS: Less than 3 cu. ft.	25
3 up to 4-1/2 cu. ft.	30
4-1/2 up to 6 cu. ft.	35
6 up to 6-1/2 cu. ft.	45
6-1/2 cu. ft. and over	50
Wardrobe Carton	50
Mattress or Box Spring Carton (Not exceeding 39" X 80")	55
Mattress or Box Spring Carton (Not exceeding 54" X 75")	60
Mattress or Box Spring Carton (Exceeding 54" X 75")	80
Crib Mattress Carton	22

ITEM 15
COLLECTION OF CHARGES, PREPAYMENT

YMM requires prepayment for each shipment. Up to half of the charges for services ordered pursuant to this Tariff shall be paid at the time of the order (including at the time of the order of additional services after the initial order). The carrier will not deliver or relinquish possession of property transported by it until the charges i.e., (1) either the total binding estimate amount or 110% of the non-binding estimate amount; (2) the charges applicable for any service(s) requested by the shipper after the contract was executed that were not included in the estimate; and (3) charges for impracticable operations (such as shuttle service), that do not exceed fifteen (15%) percent of the total charges due at delivery, any balance shall be due seven (7) calendar days prior to Shipper's loading date. YMM will not deliver or relinquish possession of property transported by it until all charges under this Tariff have been paid to YMM directly by Shipper's credit card, debit card, cash or by certified funds, except where other satisfactory arrangements have been made between the YMM and the consignor or consignee, in accordance with rules and regulations of the Department of Transportation. Shipper shall be liable for the Charges agreed and accepted by Shipper as evidenced by electronic acceptance from YMM's Credit Card processing website. Shipper's credit card will be charged immediately upon such authorization by Shipper. YMM will not load the shipment until the Charges have been paid in full by cash, certified check, or bank check (one drawn by a bank on itself and signed by an officer of the bank), or credit card satisfactory to YMM. Regardless of payment method, Shipper shall furnish YMM an acceptable credit card with an agreement to pay for any additional services requested or charges incurred by Shipper after such acceptance, without signature, as a Recurring Transaction, even if YMM has previously accepted another method of payment as the initial or preferred method. Such charges include, but are not limited to, the cancellation fee, attempted delivery fee, and storage and related charges described in this Tariff.

The charges for services that are in addition to those collected at delivery must be billed to the shipper within 15 days of the date of delivery (or if the carrier lacks sufficient information to compute the charges they must be billed to the shipper within 15 days of the date when sufficient information becomes

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available) and shall be due within 30 days following presentation of the invoice. The following conditions shall apply for balance-due shipments or when satisfactory arrangements for credit have been made between the carrier and the consignor or consignee, in accordance with rules and regulations of the Department of Transportation:

1. The free credit period shall extend 7 days, excluding Saturdays, Sundays and legal holidays, from the first 12 o'clock midnight following the presentation of the bill by YMM or deposit of same in the U.S. Mail. In case of dispute as to the time of mailing, the postmark shall be accepted as showing such time.
2. Except as provided in exception below, when YMM's bill has not been paid within the free credit period, credit shall automatically be extended to a total of 30 calendar days, which shall include the free credit period, and shipper will be assessed a service charge equal to 3 percent of the amount of the bill.
3. YMM's bill will state separately, the total charges due during both the free credit period and the extended credit period.
4. The mailing by shipper of valid checks or drafts in payment of charges within the credit period allowed such shipper is deemed to be the collection of the tariff charges within the credit period for the purpose of this item. In case of dispute as to the time of mailing, the postmark shall be accepted as showing such time.
5. YMM shall not grant credit to any shipper which fails to pay a duly presented bill within the 30-day period, unless and until such shipper affirmatively satisfies YMM that all future bills duly presented will be paid strictly in accordance with the rules and regulations prescribed by the Department of Transportation for the settlement of carrier rates and charges.

YMM may elect to accept American Express, Discover, MasterCard or Visa charge cards as payment for all rates and charges, subject to authorization from American Express, MasterCard or Visa on each individual shipment prior to acceptance by YMM. In the event Shipper defaults in the payment of any charges, fees, or other charges or costs due under this Agreement, then such charges or costs, including without limitation, interest, attorney's fees, financing charges, late charges, handling charges, and costs associated with the processing of Shipper's delinquent account, will be collected in addition to the fees and charges applicable under this agreement. YMM shall have no liability to Shipper for charges applied to Shipper's credit card account so long as such charges are applied by YMM in good faith.

ITEM 16
BILL OF LADING (INFORMATION TO BE INCLUDED ON
FACE OF YMM BILL OF LADING)

- (1) YMM shall cause to be included in the Bill of Lading the following minimum information:
 - a. YMM's name, address and telephone number.
 - b. The agreed date or period of time for pickup of the shipment and the agreed date or period of time for the delivery of the shipment.
 - c. The actual date of pickup.
 - d. The transportation charges.

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- (2) The YMM Bill of Lading shall have printed in boldface type a statement reading as follows:

CARRIER'S TARIFFS, BY THIS REFERENCE, ARE MADE A PART OF THE BILL OF LADING AND MAY BE INSPECTED ON REQUEST, CARRIER WILL FURNISH A COPY OF ANY TARIFF PROVISION CONTAINING CARRIER'S RATES, RULES OR CHARGES GOVERNING THE SHIPMENT. INCORPORATED TARIFF PROVISIONS INCLUDE BUT ARE NOT LIMITED TO THOSE: (1) ESTABLISHING LIMITATION OF CARRIER'S LIABILITY, THE PRINCIPAL FEATURES OF WHICH ARE DESCRIBED IN THE VALUATION DECLARATION SECTION OF THIS BILL OF LADING, (2) SETTING THE TIME PERIODS FOR FILING CLAIMS, THE PRINCIPAL FEATURES OF WHICH ARE DESCRIBED IN SECTION 6 OF THIS BILL OF LADING, AND (3) RESERVING CARRIER'S RIGHT TO ASSESS ADDITIONAL CHARGES FOR ADDITIONAL SERVICES PERFORMED.

**ITEM 16
BILL OF LADING CONTRACT TERMS AND CONDITIONS**

The following Contract Terms and Conditions apply to all transportation performed by YMM and its servicing carriers in addition to all other rules, regulations, rates, and charges in this and other applicable tariffs, which are available for inspection as specified by YMM.

This contract is subject to all the rules, regulations, rates and charges in Carrier's currently effective applicable tariffs including, but not limited to, the terms and conditions listed below. By executing this bill of lading, or by accepting services from Carrier, Shipper agrees to be bound by the provisions contained in Carrier's Tariff. This document is a contract.

SECTION 1. Carrier or party in possession shall be liable for physical loss of or damage to any articles from external cause while being carried or held in storage-in-transit EXCEPT loss, damage, or delay caused by or resulting:

- (i) From an act, omission or order of Customer;
- (ii) From defect or inherent vice of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity or changes therein, or items manufactured from pressboard, particle board or engineered wood (also referred to as "RTA" furniture) due to the fact that such RTA furniture is inherently susceptible to damage;
- (iii) From (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (A) by any government or sovereign power, or by any authority maintaining or using military, naval or air forces; or (B) by military, naval or air forces; or (C) by an agent of any such government, power, authority or forces; (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war; (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such an occurrence; (4) seizure or destruction under quarantine or customs regulations; (5) confiscation by order of any government or public authority; or (6) risks of contraband or illegal transportation or trade.
- (iv) From terrorist activity, including action in hindering or defending against an actual or expected terrorist activity. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. The term "terrorist activity" means any activity which is unlawful under the laws of the United States or any State and which involves any of the following: (1) the hijacking or sabotage of any conveyance (including an aircraft, vessel, cab, truck, van, trailer, container or vehicle) or warehouse or other building; (2) the seizing or detaining, and threatening to kill, injure, or continue to detain, another individual in order to compel a third person (including a governmental organization) to do or abstain from doing any act as an explicit or implicit condition for the release of the individual seized or detained; (3) an assassination; (4) the use of any (A) biological agent, chemical agent, or nuclear weapon or device, or (B) explosive, firearm, or other weapon or dangerous device (other than for mere personal monetary gain), with intent to endanger, directly or indirectly, the safety of one or

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more individuals or to cause substantial damage to property; or (5) a threat, attempt, or conspiracy to do any of the foregoing;

(v) From delay caused by strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any person or persons taking part in any such occurrence or disorder, and from loss or damage when carrier, after notice to Customer or consignee of a potential risk of loss or damage to the shipment from such causes, is instructed by the Customer to proceed with such transportation and/or delivery, notwithstanding such risk.

(vi) From Acts of God.

Carrier's liability for loss or damage to goods or for delay in delivery shall not in the aggregate exceed the limitations set forth on the reverse hereof. In no event shall Carrier be responsible to Shipper or to any other person with respect to any interruption of service, loss of business or anticipated profit or consequential damages even if Carrier has been advised of the possibility thereof.

SUBJECT, in addition to the foregoing, to the further following limitations on liability of Carrier or the party in possession:

The maximum liability of Carrier or the party in possession shall be either:

- the lump sum value of the goods as declared by Shipper as set forth on the face of this Bill of Lading, or
- the actual loss or damage not exceeding sixty (60) cents per pound of the weight of any lost or damaged article when Shipper has waived the Carrier Protection Plan and released the shipment to Carrier, in writing, with liability limited to sixty (60) cents per pound per article.

SECTION 2. Carrier shall not be liable for delay caused by highway obstruction, or faulty or impassable highways, or lack of capacity of any highway, bridge or ferry, or caused by breakdown of mechanical defect of vehicles or equipment, or from any cause other than negligence of Carrier; nor shall Carrier be bound to transport by any particular schedule, means, vehicle or otherwise than with reasonable dispatch. 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.

SECTION 3. Shipper, upon tender of the shipment to Carrier, and the consignee, upon acceptance of delivery of shipment from Carrier, shall be liable, jointly and severally, for all unpaid charges payable on account of a shipment in accordance with applicable tariffs including, but not limited to, sums advanced or disbursed by a Carrier on account of such shipment and all costs of collection including, but not limited to, attorney's fees and court costs. The extension of credit to either Shipper or consignee for such unpaid charges shall not thereby discharge the obligation of the other party to pay such charges in the event the party to whom credit has been extended shall fail to pay such charges.

SECTION 4. If for any reason other than the fault of Carrier, delivery cannot be made at address shown on the face hereof, or at any changed address of which Carrier has been notified, Carrier, at its option, may cause articles contained in shipment to be stored in a warehouse selected by it at the point of delivery or at other available points, at the cost of the owner, and subject to a lien for all accrued tariff charges.

SECTION 5. If shipment is refused by consignee at destination, or if Shipper, consignee or owner of property fails to receive or claim it within fifteen (15) days after written notice by United States mail addressed to Shipper and consignee at post office addresses shown on face hereof, or if Shipper fails or refuses to pay applicable charges in accordance with Carrier's applicable tariff, Carrier may sell the property at its option, either (a) upon notice in the manner authorized by law, or (b) at public auction to highest bidder for cash at a public sale to be held at a time and place named by Carrier, thirty (30) days notice of which sale shall have been given in writing to Shipper and consignee and there shall have been published at least once a week for two consecutive weeks in a newspaper of general circulation at or near the place of sale, a notice thereof containing a description of the property as described in the bill of lading, and the names of the consignor and consignee. The proceeds of any sale shall be applied toward payment of tariff charges applicable to shipment and toward expenses of notice, advertising and sale, and of storing, caring for and maintaining property prior to sale, and the balance, if any, shall be paid to owner

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of property; PROVIDED that any perishable articles contained in said shipment may be sold at public or private sale without such notices, if, in the opinion of Carrier, such action is necessary to prevent deterioration or further deterioration.

SECTION 6. As a condition precedent to recovery, a claim for any loss or damage, injury or delay must be filed in writing with Carrier within nine (9) months after delivery to consignee as shown on face hereof, or in case of failure to make delivery, then within nine (9) months after a reasonable time for delivery has elapsed; and suit must be instituted against Carrier within two (2) years and one (1) day from the date when notice in writing is given by Carrier to the claimant that Carrier has disallowed the claim or any part or parts thereof specified in the notice. Where a claim is not filed or suit is not instituted thereon in accordance with the foregoing provisions, Carrier shall not be liable and such claim will not be paid. Shipper waives any rights of recovery or subrogation against Carrier or its affiliates, servicing carriers and their agents and contractors for any claims, and Shipper expressly agrees that the carrier of any insurance obtained by Shipper shall not be subrogated to any claim of Shipper against Carrier or its affiliates, servicing carriers and their agents and contractors.

ITEM 18
EFFECTIVE DATE GOVERNING APPLICATION
OF RULES, RATES AND CHARGES OF THIS TARIFF

Except as otherwise specifically provided in this Tariff, all rules, rates and charges in effect on the date shipment is picked up shall apply.