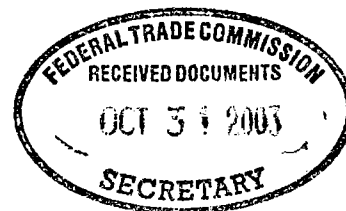


UNITED STATES OF AMERICA  
FEDERAL TRADE COMMISSION



In the Matter of )  
)  
)

KENTUCKY HOUSEHOLD )  
GOODS CARRIERS )  
ASSOCIATION, INC., )

a corporation. )  
)

Docket No. 9309

**COMPLAINT COUNSEL'S REQUESTS FOR ADMISSIONS**

Pursuant to the Federal Trade Commission ("FTC") Rules of Practice for Adjudicative Proceedings § 3.32, and the Scheduling Order issued in this matter, Complaint Counsel submits these requests for admissions to Respondent Kentucky Household Goods Carriers Association, Inc. ("KHGCA").

**DEFINITIONS**

For the purpose of this request for admissions, the following definitions apply:

- A. "Kentucky Household Goods Carriers Association" or "KHGCA" means the Kentucky Household Goods Carriers Association, Inc., its directors, officers, employees, committees, boards, offices, departments, chapters, and affiliates.
- B. "KYDVR TARIFF NO.5" means the Kentucky Household Goods Carriers Association tariff applicable to Kentucky intrastate traffic issued 3-1-88 with an effective date of 4-1-88 and all supplements thereto.

## REQUESTS FOR ADMISSION

1. Admit that each document produced to Commission staff by Respondent during the investigation (Part II) (KEN-*Assoc*-0000001 - 0001003) and/or litigation (Part III) (KHGCA 0001-10256) phases of this matter (a "Respondent Document") is authentic, genuine, and a true and correct copy of what it purports to be.
2. Admit that each Respondent Document was prepared and kept in the regular course of business by Respondent.
3. Admit that each document produced to Commission staff by the Kentucky Transportation Cabinet during the investigation (Part II) (KEN-ST-0000001 - 0000118) and/or litigation (Part III) (KTC 0001 - 2318) phases of this matter (a "State Document") is authentic, genuine, and a true and correct copy of what it purports to be.
4. Admit that each State Document was prepared and kept in the regular course of business by the Kentucky Transportation Cabinet.
5. Admit that each document produced to Respondent by Complaint Counsel from the Oregon Draymen & Warehousemen's Association (ORE-*Assoc*-0000001 - 0001377) (an "Oregon Draymen Document") is authentic, genuine, and a true and correct copy of what it purports to be.
6. Admit that each Oregon Draymen Document was prepared and kept in the regular course of business by the Oregon Draymen & Warehousemen's Association.
7. Admit that each document produced to Respondent by Complaint Counsel from the Oregon Department of Transportation (ORE-ST-0000001 - 0000018) (an "Oregon State Document") is authentic, genuine, and a true and correct copy of what it purports to be.
8. Admit that each Oregon State Document was prepared and kept in the regular course of business by the Oregon Department of Transportation.
9. Admit that the document attached in Appendix A constitutes KYDVR TARIFF NO.5 (KHGCA 6931-7054).
10. Admit that Respondent caused KYDVR TARIFF NO.5 to be prepared.
11. Admit that Respondent caused KYDVR TARIFF NO.5 to be published.
12. Admit that Respondent provides a copy of proposed supplements to Respondent's KYDVR TARIFF NO.5 to all of the participating carriers listed in Appendix B (to

provide the participating carriers the opportunity to request rates different than those contained in the supplement) prior to the time Respondent submits that supplement to the Division of Motor Carriers of the Department of Vehicle Regulation of the Kentucky Transportation Cabinet. (See e.g. KHGCA 4734)

13. Admit that Respondent caused KYDVR TARIFF NO.5 to be filed with the Division of Motor Carriers of the Department of Vehicle Regulation of the Kentucky Transportation Cabinet.
14. Admit that Respondent's KYDVR TARIFF NO.5, inclusive of its supplements, is presently in effect.
15. Admit that the participating carriers listed in Appendix B are members of KHGCA. (KHGCA 6935-47).
16. Admit that Respondent's KYDVR TARIFF NO.5 contains rates and charges for the intrastate and local transportation of household goods for the participating carriers listed in Appendix B.
17. Admit that the participating carriers listed in Appendix B have authorized Respondent to file with the Division of Motor Carriers of the Department of Vehicle Regulation of the Kentucky Transportation Cabinet the rates contained in Respondent's KYDVR TARIFF NO.5.
18. Admit that the participating carriers listed in Appendix B are required to charge the rates contained in Respondent's KYDVR TARIFF NO.5.
19. Admit that the participating carriers listed in Appendix B have collectively established the rates contained in Respondent's KYDVR TARIFF NO.5.
20. Admit that the participating carriers listed in Appendix B have agreed to have Respondent submit to the Division of Motor Carriers of the Department of Vehicle Regulation of the Kentucky Transportation Cabinet the rates contained in Respondent's KYDVR TARIFF NO.5.
21. Admit that Respondent files KYDVR TARIFF NO.5. with the Division of Motor Carriers of the Department of Vehicle Regulation of the Kentucky Transportation Cabinet with the knowledge and understanding that, unless the rates are disapproved, the participating carriers listed in Appendix B will charge the rates contained in Respondent's KYDVR TARIFF NO.5.
22. Admit that Respondent's activities with respect to KYDVR TARIFF NO.5. constitute "formulating and filing collective motor carrier rates" as that term is used in *In Re New England Motor Rate Bureau, Inc.*, 112 F.T.C. 200, 263 (1989) (overturned on other grounds, *New England Motor Rate Bureau v. FTC*, 908 F.2d 1064 (1<sup>st</sup> Cir. 1990)).

23. Admit that on or about October 13, 1999 Respondent, on behalf of its members (through its Board of Directors), agreed to seek a 10% increase in the transportation rates and charges then in effect in Sections II and VI of KYDVR TARIFF NO.5. (See KHGCA 0295-96).
24. Admit that on or about October 11, 2000 Respondent, on behalf of its members (through its Board of Directors), agreed to seek an 8% increase in the intrastate transportation rates and charges then in effect in Sections II and VI of KYDVR TARIFF NO.5. (See KHGCA 0330-32).
25. Admit that all participating carriers listed in Appendix B, except Hammond-Pennyriple Mov/Stg. Co., Inc., have authorized Respondent to file with the Division of Motor Carriers of the Department of Vehicle Regulation of the Kentucky Transportation Cabinet a provision in KYDVR TARIFF NO.5 that defines "peak" and "off-peak" as running from May 15<sup>th</sup> through September 30<sup>th</sup>.
26. Admit that under the terms of KYDVR TARIFF NO.5 all participating carriers listed in Appendix B, except Hammond-Pennyriple Mov/Stg. Co., Inc., define their "peak" and "off-peak" season as running from May 15<sup>th</sup> through September 30<sup>th</sup>.
27. Admit that under the terms of KYDVR TARIFF NO.5 all participating carriers listed in Appendix B, except Hammond-Pennyriple Mov/Stg. Co., Inc., have collectively established their "peak" and "off-peak" season as running from May 15<sup>th</sup> through September 30<sup>th</sup>.
28. Admit that under the terms of KYDVR TARIFF NO.5 all participating carriers listed in Appendix B, except Hammond-Pennyriple Mov/Stg. Co., Inc., have agreed to have Respondent submit to the Division of Motor Carriers of the Department of Vehicle Regulation of the Kentucky Transportation Cabinet a provision that defines their "peak" and "off-peak" as running from May 15<sup>th</sup> through September 30<sup>th</sup>.
29. Admit that Respondent files KYDVR TARIFF NO.5 with the Division of Motor Carriers of the Department of Vehicle Regulation of the Kentucky Transportation Cabinet with the knowledge and understanding that all participating carriers listed in Appendix B, except Hammond-Pennyriple Mov/Stg. Co., Inc., define their "peak" and "off-peak" season as running from May 15<sup>th</sup> through September 30<sup>th</sup>, unless that provision is disapproved.
30. Admit that under the terms of KYDVR TARIFF NO.5, with the exception of movers Planes Moving and Storage, Inc. and CLA Enterprises, dba Moves Are Us, all participating carriers listed in Appendix B have authorized Respondent to file with the Division of Motor Carriers of the Department of Vehicle Regulation of the Kentucky Transportation Cabinet the rate of \$134.70 to move an automobile.
31. Admit that under the terms of KYDVR TARIFF NO.5, with the exception of movers Planes Moving and Storage, Inc. and CLA Enterprises, dba Moves Are Us, all

participating carriers listed in Appendix B are required to charge the rate of \$134.70 to move an automobile.

32. Admit that under the terms of KYDVR TARIFF NO.5, with the exception of movers Planes Moving and Storage, Inc. and CLA Enterprises, dba Moves Are Us, all participating carriers listed in Appendix B have collectively set the rate of \$134.70 to move an automobile.
33. Admit that under the terms of KYDVR TARIFF NO.5, with the exception of movers Planes Moving and Storage, Inc. and CLA Enterprises, dba Moves Are Us, all participating carriers listed in Appendix B have agreed to have Respondent submit to the Division of Motor Carriers of the Department of Vehicle Regulation of the Kentucky Transportation Cabinet the rate of \$134.70 to move an automobile.
34. Admit that Respondent files KYDVR TARIFF NO.5 with the Division of Motor Carriers of the Department of Vehicle Regulation of the Kentucky Transportation Cabinet with the knowledge and understanding that all participating carriers listed in Appendix B, with the exception of movers Planes Moving and Storage, Inc. and CLA Enterprises, dba Moves Are Us, will charge \$134.70 to move an automobile, unless that rate is disapproved.
35. Admit that under the terms of KYDVR TARIFF NO.5, with the exception of movers Planes Moving and Storage, Inc. and CLA Enterprises, dba Moves Are Us, all participating carriers listed in Appendix B have authorized Respondent to file with the Division of Motor Carriers of the Department of Vehicle Regulation of the Kentucky Transportation Cabinet the rate of \$84.15 to move jet skis.
36. Admit that under the terms of KYDVR TARIFF NO.5, with the exception of movers Planes Moving and Storage, Inc. and CLA Enterprises, dba Moves Are Us, all participating carriers listed in Appendix B are required to charge the rate of \$84.15 to move jet skis.
37. Admit that under the terms of KYDVR TARIFF NO.5, with the exception of movers Planes Moving and Storage, Inc. and CLA Enterprises, dba Moves Are Us, all participating carriers listed in Appendix B have collectively set the rate of \$84.15 to move jet skis.
38. Admit that under the terms of KYDVR TARIFF NO.5, with the exception of movers Planes Moving and Storage, Inc. and CLA Enterprises, dba Moves Are Us, all participating carriers listed in Appendix B have agreed to have Respondent submit to the Division of Motor Carriers of the Department of Vehicle Regulation of the Kentucky Transportation Cabinet the rate of \$84.15 to move jet skis.
39. Admit that Respondent files KYDVR TARIFF NO.5 with the Division of Motor Carriers of the Department of Vehicle Regulation of the Kentucky Transportation Cabinet with the knowledge and understanding that all participating carriers listed in Appendix B, with the

exception of movers Planes Moving and Storage, Inc. and CLA Enterprises, dba Moves Are Us, will charge \$84.15 to move jet skis, unless that rate is disapproved.

40. Admit that each of the following firms has authorized Respondent to file with the Division of Motor Carriers of the Department of Vehicle Regulation of the Kentucky Transportation Cabinet the intrastate transportation rates contained in Section II-B of KYDVR TARIFF NO.5:

A-1 Equipped Veteran's Mov/Stg., Inc.

Howard Ball Mov/Stg.

Carl Boyd, dba Harrison Movers

Brentwood Properties, LLC, dba Brentwood Mov/Stg.

Clark's Moving Co. dba Clarks Moving

Dahlenburg Trucking Co., Inc.

Ecton Movers, Inc.

Fallon Mov/Whsg.

Hall's Mov. Serv., Inc.

Hardin Mov/Del. Svc.

Shelby Hedger

H & O Transport, Inc.

Miller Mov/Stg., Inc.

Moyers Transfer, dba Leeman M. Moyer

Odle Movers (Robert Sadler, dba)

Paducah Mov/Stg.

T. Peavler Mov. Sys., LLC

Sexton & Sons Mov/Stg., Inc.

Stevens Van Lines, Inc., dba Stevens Worldwide Van Lines

Whitis & Whitis, Inc., dba William H. Johnson Mov/Stg.

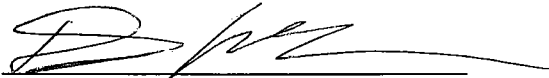
June Webb

Kimberley June Webb & Sharon Kay Webb (Webb Mov/Stg., dba).

41. Admit that the carriers listed in Request for Admission number 40 are required to charge the intrastate transportation rates contained in Section II-B of KYDVR TARIFF NO.5.
42. Admit that the carriers listed in Request for Admission number 40 have collectively set the intrastate transportation rates contained in Section II-B of KYDVR TARIFF NO.5.
43. Admit that the carriers listed in Request for Admission number 40 have agreed to have Respondent submit to the Division of Motor Carriers of the Department of Vehicle Regulation of the Kentucky Transportation Cabinet the intrastate transportation rates contained in Section II-B of KYDVR TARIFF NO.5.
44. Admit that Respondent files KYDVR TARIFF NO.5 with the Division of Motor Carriers of the Department of Vehicle Regulation of the Kentucky Transportation Cabinet with the knowledge and understanding that the carriers listed in Request for Admission number 40 will charge the intrastate transportation rates contained in Section II-B of KYDVR TARIFF NO.5, unless those rates are disapproved.
45. Admit that in preparing and filing KYDVR TARIFF NO.5, Respondent, its members, its officers and directors, initiated, prepared, developed, and took other actions to establish and maintain collective rates and charges relating to the transportation of household goods between points within Kentucky.
46. Admit that in preparing KYDVR TARIFF NO.5, Respondent, its members, its officers and directors entered into an agreement which hindered, restrained, restricted, suppressed or eliminated competition among household goods movers for the transportation of household goods between points within Kentucky.
47. Admit that Respondent, its members, its officers and directors, on occasion, by holding meetings of its board of directors, its general membership, and its tariff committee, initiated, organized, coordinated, and conducted meetings or provided a forum for the agreement among competing carriers relating to the rates and charges for the transportation of household goods between points within Kentucky.

48. Admit that Respondent, its members, its officers and directors on occasion, by holding meetings of its board of directors, its general membership, and its tariff committee, influenced its members to raise their rates, charge the same or uniform rates, or to participate in collectively set rates relating to the transportation of household goods between points within Kentucky.

Respectfully submitted,



Dana Abrahamsen  
*Counsel Supporting the Complaint*  
Bureau of Competition  
Federal Trade Commission  
Washington, D.C. 20580  
(202) 326-2096  
Facsimile (202) 326-3496

Dated: October 31, 2003

# Appendix A

KYDVR #5

ORIGINAL TITLE PAGE

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KYDVR TARIFF NO. 5  
CANCELS  
KYDMT TARIFF NO.4

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KENTUCKY HOUSEHOLD GOODS CARRIERS ASSOCIATION, INC.

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TARIFF NO. 5

LOCAL AND DISTANCE RATES  
-on-  
HOUSEHOLD GOODS  
BETWEEN FROM AND WITHIN  
ALL POINTS IN KENTUCKY

Individual Carrier(s) exception to general application provisions of this Tariff  
are published in Sections VII, VIII, IX, and X to this Tariff.

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APPLICABLE ON KENTUCKY INTRASTATE TRAFFIC ONLY

ISSUED: 3-1-88

EFFECTIVE: 4-1-88

---

ISSUED BY

KENTUCKY HOUSEHOLD GOODS CARRIERS ASSOCIATION, INC.

P.O. BOX 22204

LOUISVILLE, KENTUCKY 40252-0204

ADDRESS INQUIRIES TO:

WILLIAM I. LALLY  
EXECUTIVE DIRECTOR

KHGCA, INC.  
P.O. BOX 22204  
LOUISVILLE, KY 40252-0204

TELEPHONE: (502)429-4957  
FAX: (502)425-5799

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ISSUED 9/1/03

EFFECTIVE 10/1/03

BY: KENTUCKY HOUSEHOLD GOODS CARRIERS ASSOCIATION, INC.

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**LIST OF PARTICIPATING CARRIERS**

**Revised March 1, 2001**

CARRIER & ADDRESS	DVR CERT #	SITUS	INTRASTATE RATE	LOCAL-RATE SCHED-LINE
<b>A &amp; D MOVERS</b> (Virgil Sowder, dba) 35 W. 8th Street Covington, KY 41011 (859)655-7860	296	COVINGTON	II-F	D-16
<b>ALOCALVAN MOV/STG. LTD. CO.</b> 2710 Holloway Road, Suite 2 Louisville, KY 40299 (502)266-7777	806	LOUISVILLE SHELBYVILLE	II-E	C-14
<b>A &amp; M MOV/STG., SVC., INC.</b> Box 822 - 120 Indian Trail Hopkinsville, KY 42240 (270)886-9434	2110	HOPKINSVILLE	II-C	D-12
<b>A-1 EQUIPPED VETERAN'S MOV/STG., INC.</b> 503 York Street Newport, KY 41070	149	NEWPORT	II-B	C-9
<b>ALL AMERICAN MVRS., INC.</b> 8060 Harrodsburg Rd. Nicholasville, KY 40340 (859)885-3721	212	FRANKFORT	II-C	C-8
<b>ALL ABOUT MOVING CO.</b> P. O. Box 16049 820 W. Oak Street Ludlow, KY 41016 (859)491-9444	569	LUDLOW	II-E	C-16
<b>ARMSTRONG TRF/STG. CO., INC.</b> 1750 Research Drive Jeffersontown, KY 40299 (502)491-2807	1985	LOUISVILLE	II-E	D-16
<b>ARNOLD MOV. CO., INC. dba A. ARNOLD &amp; SON TRF/STG. CO.</b> 990 Nandino Blvd. Lexington, KY 40511 (859)255-7991	963	LEXINGTON	II-C	B-15
<b>ARNOLD MOV. CO., INC. dba A. ARNOLD &amp; SON TRF/STG. CO.</b> 5200 Interchange Way Louisville, KY 40229 (502)426-7050	362	*LOUISVILLE	II-G	SECT V & C-17
		LONGVIEW	II-E	D-15
		ELIZABETHTOWN	II-F	D-15
	581	NEWPORT	II-D	C-17
		<i>*See Exception to Local Rates</i>		

ISSUED 7/5/03

EFFECTIVE 8/5/03

BY: KENTUCKY HOUSEHOLD GOODS CARRIERS ASSOCIATION, INC.

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CARRIER & ADDRESS	DVR CERT #	SITUS	INTRASTATE RATE	LOCAL-RATE SCHED-LINE
<b>A. L. BALL MOV/STG. L.L.C.</b> 226 N. 15th St. Louisville, KY 40203 (502)585-3126	720	LOUISVILLE	II-D	SECT V & D-11
<b>HOWARD BALL MOV/STG.</b> 1417 Lytle St. Louisville, KY 40203 (502)585-5859	209	LOUISVILLE	II-B	SECT V & C-13
<b>J. H. BALL MOV/STG.</b> 1427 Lytle Street Louisville, KY 40203 (502)587-6668	210	LOUISVILLE	II-E	D-15
<b>BELMONT MOV/STG. CORP.</b> 2825 Marx Road Evansville, IN 47124-0435	228	OWENSBORO	II-G	C-15 <i>(See Exception Page 78)</i>
<b>BOYD MOV/STG. CO.</b> 1034 E. Oak St. Louisville, KY 40204 (502)636-51265	2130	LOUISVILLE	II-D	C-15
<b>CARL BOYD, dba HARRISON MOVERS</b> 744 So. 13th Street Louisville, KY 40210 (502)589-4197	1276	LOUISVILLE	II-B	C-15
<b>DOUG BRADFORD, INC.</b> 751 Brownslock Road Bowling Green, KY 42102 (502)842-5685	214 596	BOWLING GREEN TRENTON GLASGOW	II-C II-C	D-11 D-11
<b>BRENTWOOD PROPERTIES, LLC, dba 232 BRENTWOOD MOV/STG.</b> 575-A Horton Court Lexington, KY 40511 (800)972-5046 (859)254-9494 FAX (859)232-0783		LEXINGTON	II-D	D-14
<b>BRENTWOOD PROPERTIES, LLC, dba 46 BRENTWOOD MOV/STG.</b> 1070 Brentwood Court Lexington, KY 40511		SOMERSET	II-B	B-12

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ISSUED 91/03

EFFECTIVE 10/1/03

BY: KENTUCKY HOUSEHOLD GOODS CARRIERS ASSOCIATION, INC.

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CARRIER & ADDRESS	DVR CERT #	SITUS	INTRASTATE RATE	LOCAL-RATE SCHED-LINE
<b>J. J. CARTER &amp; SON MOV/STG. OF INDIANA, INC.</b> JOHN CARTER'S WORLDWIDE MOVING 4219 S. Highschool Road Indianapolis, IN 46241-6452	919	LOUISVILLE	II-G	C-17
<b>JOHN CARTER'S WORLDWIDE MOVING, LLC</b> 231 Silver Street New Albany, IN 47150 (877)941-8834 (812)941-8834	2259	LOUISVILLE CARROLLTON	II-G	B-15
<b>J. J. CARTER &amp; SON MOV/STG., INC.</b> 2721 Flat Rock Road Louisville, KY 40245	549	LOUISVILLE	II-G	C-17 <i>(See Exception Page 79)</i>
<b>CHAPPELL MOV/STG. CO., INC.</b> 2028 W. Woodland Louisville, KY 40210 (502)772-1076	227	LOUISVILLE	II-D	B-13
<b>CLARK'S MOVING CO. dba CLARKS MOVING</b> 1038 Shawnee Trail Frankfort, KY 40601	2976	FRANKFORT	II-B	D-11
<b>CUNDIFF MOV/STG. (BOYD ENTERPRISES, INC.)</b> 744 S. 13th St. Louisville, KY 40210 (502)589-3848	774	LOUISVILLE	II-B	SEC. V & C-15
<b>DAHLENBURG TRUCKING CO., INC.</b> P. O. Box 62 511 Patton Street Covington, KY 41014 (859)431-3244	298	COVINGTON	II-B	C-7
<b>DELONG RELOCATION SERVICE</b> Bldg 4., Russell Williams By-Pass Debord, KY 41214 (606)298-4123 FAX (606)298-0265	3023	DEBORD	II-C	SEC. V & C-8
<b>DERBY VAN &amp; STG. CO.</b> 3915 Oaklawn Drive Louisville, KY 40219 (502)968-5461	2286	LOUISVILLE ELIZABETHTOWN	II-G II-D	SEC. V & C-14 C-16
<b>BERGER-LOUISVILLE, INC.</b> 3410 Robards Court Louisville, KY 40218 (502)458-4797	548	LOUISVILLE	II-G	SEC. V & D-16

ISSUED 3/1/03

EFFECTIVE 4/1/03

BY: KENTUCKY HOUSEHOLD GOODS CARRIERS ASSOCIATION, INC.

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CARRIER & ADDRESS	DVR CERT #	SITUS	INTRASTATE RATE	LOCAL-RATE SCHED-LINE
ECTON MOVERS, INC. 1900 Fortune Drive Winchester, KY 40391 (859)744-6310	66	WINCHESTER	II-B	C-16
	70	MT. STERLING	II-E	C-12
ELLIS MOV/STG. (R. M. Johnson, Narmel Johnson, and H. O. Pitman, dba) P. O. Box 70100 Nashville, TN 37207-0100	1652	NASHVILLE	II-G	C-7
E-TOWN MOV/STG. CO., INC. 501 E. Dixie Highway Elizabethtown, KY 42701 (502)737-9054	360	ELIZABETHTOWN	II-G	SECT V & D-15
FALLON MOV/WHSG. 2310 W. Main Street Louisville, KY 40212-1565	416	LOUISVILLE	II-B	D-11
FIREPROOF VAN LINE 908 Mason Louisville, KY 40204	554	LOUISVILLE	II-C	B-13
VINCENT FISTER, INC. Box 5063 2305 Palumbo Drive Lexington, KY 40505 (859)266-2153	65	LEXINGTON	II-D	B-12
	486	VERSAILLES	II-G	B-17
	924	WINCHESTER	II-F	B-11
	1172	FRANKFORT	II-C	B-14
THE FIVE STAR TRF/STG., LLC 2537 8th Avenue Huntington, WV 25703 (304)525-6001	952	HUNTINGTON	II-D	C-12 (See Exception Page 79)
G & M MOV. & STG. OF KY, INC. 977 Primrose Court Lexington, KY 40511 (859)231-7356 FAX (859)253-6647	2915	MAUD	II-D	B-15
GILES MOV/STG., INC. P. O. Box 943 Harlan, KY 40831 (606)573-1817	1772	HARLAN	II-C	D-6

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ISSUED 9/1/03

EFFECTIVE 10/1/03

BY: KENTUCKY HOUSEHOLD GOODS CARRIERS ASSOCIATION, INC.

S-82

CARRIER & ADDRESS	DVR CERT #	SITUS	INTRASTATE RATE	LOCAL-RATE SCHED-LINE
<b>GRAEBEL/KENTUCKY MOVERS</b> 3795 Newburg Road Louisville, KY 40218 (502)473-8860	2169	LOUISVILLE	II-G	D-15
<b>GREEN MOV/STG., INC.</b> 600 Vine Street Henderson, KY 42420	80	HENDERSON	II-E	D-17
<b>GREEN MOV/STG. CO., INC.</b> 509 E. Lyon St. Morganfield, KY 42437	556	MORGANFIELD	II-C	D-17
<b>JAMES GREENLEE, dba LEXMOVE</b> 4820 Branch Drive Lexington, KY 40511 (859)223-4039	6719	LEXINGTON <i>(Restricted to Certain Counties- See Page 78)</i>	—	D-12
<b>HALL'S MOV. SERV., INC.</b> 190 Spruce Street Lexington, KY 40507 (859)231-0428	29	LEXINGTON	II-B	B-13
<b>HAMMOND-PENNYRILE MOV/STG., INC.</b> 4001 Ft. Campbell Blvd. Hopkinsville, KY 42240-4947 (270)885-8457 FAX (270)886-6432	897	HOPKINSVILLE	II-C <i>(See Exception)</i>	D-12
<b>HARDIN MOV/DEL. SVC.</b> 6269 N. Dixie Highway Elizabethtown, KY 42701 (270)765-4909	1682	VALLEY STATION	II-B	SECT V & B-7
<b>J. DALE HARMON, dba HARMON'S MOV. CO.</b> 609 Columbia Ave. Glasgow, KY 42141 (270)651-8829	93	GLASGOW	II-C	D-10
<b>HAZARD EXPRESS</b> 931 W. Kentucky 80 Hazard, KY 41701 (859)254-2919	2552	LEXINGTON	II-D	B-7
<b>SHELBY HEDGER</b> 2247 Diana Pl. Covington, KY 41011 (606)491-5131	415	COVINGTON	II-B	C-9
<b>H &amp; O TRANSPORT, INC.</b> P. O. Box 357/Industrial Park Campbellsville, KY 42718	473	CAMPBELLSVILLE	II-B	C-6

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EFFECTIVE 10/1/03

BY: KENTUCKY HOUSEHOLD GOODS CARRIERS ASSOCIATION, INC.

S-82

CARRIER & ADDRESS	DVR CERT #	SITUS	INTRASTATE RATE	LOCAL-RATE SCHED-LINE
JOHNSON FRF. CO., INC. 420 Davenport Road P. O. Box 45 Hopkinsville, KY 42241	95	HOPKINSVILLE	II-F	D-13
H. JOHNSON MOVING CO. 35 W. 8th St. Covington, KY 41011 (859)431-7745	16	COVINGTON	II-F	D-16
KY MOV/STG. SVCS., INC. Box 373 - 120 Indian Trail Hopkinsville, KY 42241 (502)886-6314	578	HOPKINSVILLE	II-D	D-12
KY MOV/STG. SVCS, INC. 2751 Griffin Drive Bowling Green, KY 42101 (270)843-1528	1377	BOWLING GREEN	II-C	D-12
KY WHSE. SVCS., INC. P. O. Box 373 Hopkinsville, KY 42241	959	MADISONVILLE	II-F	D-12
KY MOV/STG SVCS, INC. P. O. Box 373 Hopkinsville, KY 42241	947	HENDERSON	11-G	D-12
KY MOV/STG. SVCS, INC. P. O. Box 373 Hopkinsville, KY 42241	471	MADISONVILLE	II-G	D-12
KY MOV/STG. SVCS, INC. P. O. Box 373 Hopkinsville, KY 42241	703	BOWLING GREEN	II-G	D-12
LARRY'S MOVERS, INC. 3329 Campground Road Louisville, KY 40211 (502)772-2144	916	LOUISVILLE	II-C	SECT V & C-11
LEWIS & MICHAEL, INC. 1827 Woodman Drive Dayton, OH 45420 1-800-693-2611	444	LEXINGTON	II-E	B-17
LUTHER TRANSFER 1912 11th Street Portsmouth, OH 45662 (614)353-6280	21	PORTSMOUTH	II-E	C-16
LYNN MOV/STG., INC. P. O. Box 9 Brooks, KY 40109	226	DANVILLE	II-G	SECT V & D-17

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ISSUED 9/1/03

EFFECTIVE 10/1/03

BY: KENTUCKY HOUSEHOLD GOODS CARRIERS ASSOCIATION, INC.

S-82

CARRIER & ADDRESS	DVR CERT #	SITUS	INTRASTATE RATE	LOCAL-RATE SCHED-LINE
<b>MADISON TRF/STG., INC.</b> 928 Park Ave. Madison, IN 47250 (812)265-4923	1153	MADISON, IN	II-G	C-17 <i>(See Exception Page 79)</i>
<b>NELSON MARKESBERRY MOV/STG.</b> P. O. Box 726 7533 Industrial Rd. Florence, KY 40142 (859)371-8111	918	FLORENCE	II-G	D-17
<b>HARRY B. NEUTZ, dba ARROW MOVING CO.</b> 2121 Reynolds Dr. Louisville, KY 40218	509	LOUISVILLE	II-E	D-12
<b>CDL, INC., dba TWO MEN AND A TRUCK NORTHERN KENTUCKY</b> 615 W. 9th St. Covington, KY 41011 (859)431-0000	2192	COVINGTON	II-G	<i>(See Exception Page 78)</i>
<b>MASTERSON MOV/STG. CO.</b> 922 Mason Ave. Louisville, KY 40204 (502)587-6989	973	LOUISVILLE	II-C	C-11
<b>MILLER MOV/STG., INC.</b> 1719 N. Eighth St. Paducah, KY 42001 (270)442-3310	615	PADUCAH	II-B	D-17
<b>BLUE MOVE OF KY dba TWO MEN &amp; A TRUCK/LEXINGTON</b> 1020 Industry Rd, Suite 76 Lexington, KY 40505 (859)225-3422	3021	LEXINGTON	II-E	C-10
<b>MOVE RITE TRF/STG. CO., INC.</b> 1300 Greenup Ave. Ashland, KY 41101 (606)325-1414	934	ASHLAND	II-D	C-12
<b>MOYERS TRANSFER, dba LEEMAN M. MOYER</b> P. O. Box 1027 Middlesboro, KY 40965 (606)248-3804	968	MIDDLESBORO	II-B	C-3
<b>"AL" NAISH MOV/STG. CO.</b> 200 Olympic Drive Milford, OH 45150-9522 (513)965-9600 FAX: (513)965-4438	940	COVINGTON	II-G	C-17

ISSUED 9/1/03

EFFECTIVE 10/1/03

BY: KENTUCKY HOUSEHOLD GOODS CARRIERS ASSOCIATION, INC.

S-82

CARRIER & ADDRESS	DVR CERT #	SITUS	INTRASTATE RATE	LOCAL-RATE SCHED-LINE
<b>CLA ENTERPRISES, dba MOVES ARE US</b> 350 Adams Street Louisville, KY 40206 (502)568-4855	140	LOUISVILLE HARDINSBURG	II-G	D-12 & SECT V
<b>ODLE MOVERS</b> (Robert Sadler, dba) 1525 W. Market St. Louisville, KY 40203 (502)778-4686	1275	LOUISVILLE	II-B	SECT V & C-10
<b>PADUCAH MOV/STG.</b> 939 Harrison Paducah, KY 42001 (270)442-0040	47	PADUCAH	II-B	D-17
<b>T. PEAVLER MOV. SYS., LLC</b> 255 Morris Dr. Harrodsburg, KY 40330 (859)734-3694	528	HARRODSBURG	II-B	B-13
<b>TRAVELDOR, LLC, dba DON PECK'S MOV/STG.</b> 1031 Division St. P. O. Box 1500 Paducah, KY 42002-1500 (270)443-5333	55	PADUCAH MAYFIELD FULTON	II-C II-C II-C	C-17 C-17 C-17
<b>PETERS MOV/STG. CO.</b> 1326 W. Muhammad Ali Blvd. Louisville, KY 40203 (502)583-7915	1366	LOUISVILLE	II-C	C-13

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ISSUED 7/5/03

EFFECTIVE 8/5/03

BY: KENTUCKY HOUSEHOLD GOODS CARRIERS ASSOCIATION, INC.

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CARRIER & ADDRESS	DVR CERT #	SITUS	INTRASTATE RATE	LOCAL-RATE SCHED-LINE
<b>PLANES MOV/STG., INC.</b> 9823 Cincinnati-Dayton Rd. West Chester, OH 45069 (513)859-6000 FAX (513)759-3699	945	NORWOOD, OH	II-F	C-17
<b>PRICE-COOMER RELOCATION SVCS., INC.</b> 2245 Frankfort Court Lexington, KY 40510 (859)233-1538 FAX (859)231-0978	438	LEXINGTON	II-C	C-16
<b>RIVERTOWN MOV/STG. CO.</b> 6156 Hwy 54 Philpot, KY 42366 (270)279-6200	1713	OWENSBORO	II-E	D-12
<b>SADLER MOVERS</b> (Robert Sadler, dba) 1525 W. Market Louisville, KY 40203 (502)778-4686	2846	LOUISVILLE <i>(Restricted to Jefferson County)</i>	—	SECT V & C-10 <i>(See Exception Page 79-B)</i>
<b>SAFeway MOV/STG., INC.</b> P. O. Box 5063 Lexington, KY 40555-5063 (859)225-8041	67	LEXINGTON	II-C	B-12
<b>SAUNIER/MOV/STG., dba SAUNIER NORTH AMERICAN</b> 1900 Fortune Drive Winchester, KY 40391 (800)354-9625	1280	LEXINGTON	II-G	B-14
<b>SCHRECKER MOV/STG.</b> P. O. Box 21673 Owensboro, KY 42304 (270)684-8801	961	OWENSBORO	II-E	C-12
<b>SEXTON &amp; SONS MOV/STG., INC.</b> 131 East Water Street Richmond, KY 40475 (859)623-3090	241	RICHMOND BEREA	II-B	B-12
<b>SHADOWENS MOV/STG. CO, INC.</b> 200 Jim Court Hillview, KY 40229 (270)955-7944 (800)633-2013	261	SHEPHERDSVILLE	II-D	SECT V & D-15

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ISSUED 3/1/03

EFFECTIVE 4/1/03

BY: KENTUCKY HOUSEHOLD GOODS CARRIERS ASSOCIATION, INC.

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CARRIER & ADDRESS	DVR CERT #	SITUS	INTRASTATE RATE	LOCAL-RATE SCHED-LINE
<b>SHETLER MOV/STG. OF OHIO</b> 9917 Charter Park Drive Cincinnati, OH 45069 (513)755-0700	15	CINCINNATI WALTON	II-G	D-17
<b>STEVENS VAN LINES, INC., dba STEVENS WORLDWIDE VAN LINES</b> 527 Marley Drive Saginaw, MI 58601 (517)755-3000	708	LEXINGTON	II-B	B-10
<b>JAMES SWEAT MOVING CO.</b> 1563 LaSalle Road Lexington, KY 40511 (859)299-0107	250	LEXINGTON	II-E	B-14
<b>J. D. TAYLOR &amp; SON'S MOVING CO.</b> 6520 Mayfair Road Prospect, KY 40059	386	LOUISVILLE	II-E	B-17
<b>GILBERT S. THOMAS, dba THOMAS MOVERS</b> 641 Huffman Lane Shelbyville, KY 40065 (502)633-5379	1655	SHELBYVILLE	II-C	A-11
<b>LARRY THOMAS, INC., dba THOMAS MOVERS</b> 6104 Diablo Court Louisville, KY 40219 (502)968-4625	943	LOUISVILLE	II-G	D-17
<b>TRI-CITY VAN &amp; STG.</b> 623 Industry Road Louisville, KY 40208 (502)635-6811	625	LOUISVILLE	II-C	SECT V & B-14
<b>TURNER MOV/STG.</b> 531 Combs Road Hazard, KY 41701 (606)439-4574	2921	HAZARD	II-D	A-6

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ISSUED 9/1/03

EFFECTIVE 10/1/03

BY: KENTUCKY HOUSEHOLD GOODS CARRIERS ASSOCIATION, INC.

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CARRIER & ADDRESS	DVR CERT #	SITUS	INTRASTATE RATE	LOCAL-RATE SCHED-LINE
WAGNER MOV/STG., INC. P. O. Box 170 Mayfield, KY 42066	25	MAYFIELD	II-D	D-17
WAGNER MOV/STG., INC. P. O. Box 1300 1719 N. Eighth St. Paducah, KY 42001 (502)443-5361	57	PADUCAH	II-G	D-17
WAGNER MOV/STG., INC. P. O. Box 1177 106 N. 9th Street Murray, KY 42071 (502)443-5361	167	MURRAY	II-E	D-17
WALKER TRANSFER, INC. P. O. Box 387 1621 Buck St. Kenova, WV 25530 (304)453-3321 FAX (304)453-6150	1991	ASHLAND	II-D	C-11
KIM WATSON 4356 Creek Valley Way Lexington, KY 40514	583	SOMERSET	II-A	B-11
WHITIS & WHITIS, INC., dba WILLIAM H. JOHNSON MOV/STG. 4720 Louisville Road Frankfort, KY 40601 (502)875-2434	601	FRANKFORT	II-B	C-11

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ISSUED 3/1/03

EFFECTIVE 4/1/03

BY: KENTUCKY HOUSEHOLD GOODS CARRIERS ASSOCIATION, INC.

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CARRIER & ADDRESS	DVR CERT #	SITUS	INTRASTATE RATE	LOCAL-RATE SCHED-LINE
<b>JUNE WEBB</b> 139 Foster Heights Rd. London, KY 40741 (606)864-5030	2605	LONDON	II-B	B-6
<b>KIMBERLEY JUNE WEBB &amp; SHARON KAY WEBB</b> (WEBB MOV/STG., dba) 139 Foster Heights Rd. London, KY 40741-2211 (606)864-5030 or (606)878-8414	1783	LONDON	II-B	B-6
<b>WEIL-THOMAN MOV/STG. CO.</b> 1617-29 Queen City Ave. Cincinnati, OH 45214 (513)251-5000	53	CINCINNATI	II-F	C-17

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ISSUED 3/1/03

BY: KENTUCKY HOUSEHOLD GOODS CARRIERS ASSOCIATION, INC.

EFFECTIVE 4/1/03

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KYDVR #5

16TH REV. PAGE 18

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CARRIER & ADDRESS	DVR CERT#	SITUS	INTRASTATE RATE	LOCAL-RATE SCHED-LINE
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RESERVED FOR FUTURE USE

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ISSUED 3/1/95

BY: KENTUCKY HOUSEHOLD GOODS CARRIERS ASSOCIATION, INC.

EFFECTIVE 4/1/95

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CARRIER & ADDRESS	DVR CERT#	SITUS	INTRASTATE RATE	LOCAL-RATE SCHED-LINE
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RESERVED FOR FUTURE USE

RESERVED FOR FUTURE USE

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**GENERAL RULES AND REGULATIONS**

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**RULE 1****INSURANCE**

The cost of insurance against marine risk or any other insurance for the benefit of the shippers, will not be assumed by the carrier.

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**RULE 2****BASIS OF  
WEIGHT**

(a) The tare weight of each vehicle in the transportation of household goods shall be determined by having it weighed prior to the transportation of each shipment without the crew thereon, by a certified weighmaster or on a certified scale, and; when so weighed the gasoline tank of each vehicle shall be full and the vehicle shall contain all blankets, pads, chains, dollies, hand trucks, and other equipment needed in the transportation of such shipment. Each carrier shall retain in the vehicle, subject to inspection, a weighmaster's certificate or weight ticket as to each such vehicle showing the tare weight, the date weighed, and a list of such equipment.

(b) After the vehicle has been loaded, it shall be weighed, without the crew thereon, and the net weight shall be determined by deducting the tare weight from the loaded weight, except in instances where no adequate scale is located at origin or at any other point within a radius of 10 miles thereof, a constructive weight, based on 7 pounds/cubic foot of properly loaded van space, may be used. The gross weight, tare weight, and net weight, or the constructive weight, shall be shown on the Bill of Lading or Freight Bill.

(c) In the transportation of part loads this Rule shall apply in all respects, except that the gross weight of a vehicle containing one or more part loads may be used as the tare weight of such vehicle as to part loads subsequently loaded thereon, and a part load for any one shipper, not exceeding 1,000 pounds, may be weighed on a certified scale prior to being loaded on a vehicle, such part load to be accompanied by a weight ticket evidencing such weighing.

(d) All tare, gross, actual or constructive weights shall be properly certified to by the person or persons who ascertained such weights.

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**GENERAL RULES AND REGULATIONS - continued**


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**EXPEDITED SERVICE**

- (a) 1. Expedited Service as used herein means tendering delivery of a shipment of less than 4,000 SERVICE moving 40 miles or less, or of a shipment of less than 6,000 pounds moving 41 to 150 miles, or less than 8,000 pounds, moving 151 miles or more, or before a specified date.
2. Subject to the availability of equipment for the particular service desired, shippers may obtain expedited service on a shipment of less than 4,000, 6,000 or 8,000 pounds and transportation charges shall be computed on the basis of 4,000 or 6,000, or 8,000 pounds, and tariff rates applicable to respective weights. The carrier shall not be required to provide exclusive use of vehicle under this paragraph. For exclusive use of vehicle, refer to Paragraph © of this Rule.

Bill of Lading and Freight Bill to be marked and stamped:

**EXPEDITED SERVICE ORDERED BY SHIPPER**  
**SHIPMENT MOVING AT WEIGHT OF \_\_\_\_\_ POUNDS.**  
**ACTUAL WEIGHT \_\_\_\_\_ POUNDS.**  
**DATE AND HOUR OF LOADING \_\_\_\_\_**  
**DELIVERY (TENDER) ON OR BEFORE \_\_\_\_\_**

3. Except in case of the fault of the shipper, in the event the shipment is not tendered for delivery on or before the delivery date, this Rule shall not apply. In such case, the charges for the shipment shall be subject to all other applicable rules and provisions of the Tariff.

**COMPLETE OCCUPANCY OF VEHICLE**

(b) Subject to the availability of equipment for the particular service desired, a shipment, the displacement of which occupies the loading space of a vehicle, or the particular character of which otherwise prevents its transportation with other shipments on the same vehicle, will be accepted at charges computed on the actual weight and subject to a minimum weight based on (7) pounds per cubic foot of total vehicle space.

**NOTE:** The complete occupancy of vehicle provision will not apply on residence to residence moves and other shipments transported under Paragraph (1) of Commodity Description of Household Goods.

Bill of Lading and Freight Bill to be marked and stamped:

**SHIPMENT COMPLETELY OCCUPIED A \_\_\_\_ CU. FT. VEHICLE**

(continued)

RULE 3 - continued

EXCLUSIVE USE OF A VEHICLE

- (c) 1. Subject to the availability of equipment, a shipper may order Exclusive Use of a Vehicle of specific cubic capacity, for transportation of a shipment. Transportation charges shall be based on actual weight subject to minimum charges as follows:

If the capacity of vehicle ordered is 1,400 cu. ft. or less, the minimum charge shall be based on 9,800 lbs.

If the capacity of vehicle ordered is in excess of 1,400 cu. ft., the minimum charge shall be based on (7) pounds per cubic foot of total vehicle space ordered.

- 2. If at time of loading shipment, carrier does not have available a vehicle of capacity ordered, carrier may substitute a vehicle, or vehicles of an equivalent or greater capacity, and transportation charges and minimum thereof shall be the same as would apply had carrier furnished a vehicle of the capacity ordered.

Bill of Lading and Freight Bill to be marked and stamped:

EXCLUSIVE USE OF A .....CU. FT. VEHICLE ORDERED

SPACE RESERVATION

- (d) 1. SPACE RESERVATION FOR PORTION OF VEHICLE:

Subject to availability of equipment, shipper may reserve a portion of the capacity of a vehicle ordering a specified quantity of space, and accepting transportation charges based on actual weight of shipment subject to minimum weights as follows:

When a shipment consists entirely of articles as embraced in Item 100:

300 cu. ft. or less .....	2,100 Pounds
More than 300 cu. ft. ....	700 Pounds per 100 cu. ft. or fraction thereof ordered

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 GENERAL RULES AND REGULATIONS - continued
 

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## RULE 3 - continued

Bill of Lading and Freight Bill to be marked and stamped:

SPACE RESERVATION \_\_\_\_\_ CU. FT. ORDERED

(e) SIGNATURE REQUIRED FOR SERVICES:

Expedited Service. Exclusive use of a Vehicle, or Space Reservation for a Portion of a Vehicle will be furnished by carrier only when shipper or his agent requests such service in writing or signs the Bill of Lading indicating what such specific special service was ordered.

(f) DISPLAY OF VAN SPACE:

The number of cubic feet of van space shall be legibly displayed on each side of the vehicle used by the carrier in rendering service under Paragraphs (b) and (c) of this Rule.

Note: All shipments subject to weighing provisions as provided in Rule 2.

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 RULE 4

CONSOLIDATED SHIPMENTS (a) Property of two or more families or establishments located at different addresses will not be accepted for transportation as a single shipment. Such property must be handled from each address as a separate shipment on a separate bill of lading.

(b) The name of only one shipper and one consignee shall appear on one bill of lading, but the bill of lading may also specify the name of a party to notify of the arrival of the shipment at destination.

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 RULE 5

EXTRA PICK-UP OR DELIVERY Portions of a shipment moving in intrastate traffic may be picked up or delivered at one or more places of origin, destination, or enroute. Except as otherwise provided herein, charges will be for total weight of entire shipment for total distance via points of pick-up or delivery or both from first point of pick-up to final point of delivery (see Section I). The total charges for picked up or delivered portions shall not, in any case, exceed the total charges as would apply if computed to each portion as a separate shipper.

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 GENERAL RULES AND REGULATIONS - continued
 

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## RULE 6

**HANDLING AND DELIVERY** Except as otherwise provided herein, the rates for transportation include the disassembling of set-up pieces of furniture at their location in the establishment of the owner, the physical handling from such location to the van, storage of same within the van body, unloading of goods at destination, handling of same to place in establishment designated, and the setting up of pieces of furniture which were disassembled at origin. Provided:

(a) If the shipment is delivered to or picked at a warehouse, the rates for transportation include only the unloading or loading at the door, platform or other point of convenient or accessible to the vehicle at the warehouse and;

(b) such transportation rates are subject to the rates and charges for additional services specified in Section I hereof.

## RULE 7

**MILEAGE AND INTERMEDIATE APPLICATION** (a) Except as otherwise provided herein, where rates are based on mileage, the distance, or mileage shall be that shown in Mileage Guide No. 15, Household Goods Carriers Bureau, I.C.C., HGB No. 100-D, supplements thereto or successive issues thereof.

(b) If the shipper requests a longer route than the shortest practical route shown in the above mentioned Mileage Guide, the mileage over the longer route, as shown therein, shall apply.

(c) If transportation rates are not shown herein for the actual distance provided in the above mentioned guide, the rate shown for the next greater distance shall apply.

## RULE 8

**MARKING AND PACKING** (a) Articles of fragile or breakable nature must be properly packed.

(b) Packages containing fragile articles or articles consisting wholly or in part of glass, when packed by the shipper or his agent, must be marked by plain distinct letters designating the fragile character of contents.

(c) When articles of furniture, consisting wholly or in part of glass are covered or wrapped in a manner by the shipper or his agent, such articles shall be wrapped in a manner to clearly expose glass surfaces or glass portions.

(d) When articles are improperly packed, crated or boxed and by reason thereof the contents are susceptible to damage, carrier will arrange to have such articles properly packed at charges shown in the Tariff.

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 GENERAL RULES AND REGULATIONS - continued
 

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## RULE 9

ARTICLES OF EXTRA-ORDINARY VALUE NOT ACCEPTED Unless otherwise identified on a separate inventory, the following articles will not be accepted by the carrier for shipment: bankbills, coins, currency, deeds, stamp collections, valuable papers of any kind, jewelry, precious metals, precious or semi-precious stones or gems, gold, silver, or platinum articles, including silverware and service sets, china sets of high value, crystal or figurines, antiques, oriental rugs and tapestries, rare collectible items or objects of art, oil paintings, computer software programs, manuscripts or other rare documents, or articles of peculiarly inherent or extraordinary value. Other articles may also fall into this category and must be identified. Should such articles come into the possession of the carrier without his knowledge, responsibility for safe delivery shall not be assumed by the carrier.

## RULE 10

ARTICLES LIABLE TO CAUSE DAMAGE (a) Carrier will not accept for shipment property liable to impregnate or otherwise damage equipment or other property.

(b) The carrier will not accept for shipment articles which cannot be taken from the premises without damage to the article or to the premises.

## RULE 11

INSPECTION OF ARTICLES When carrier or his agent believes it necessary that the contents of packages he is carrying be inspected, he shall make or cause such inspection to be made, or require other sufficient evidence to determine the actual character of the property.

## RULE 12

SERVICING SPECIAL ARTICLES Except as otherwise specifically provided in this Tariff, or as amended, the services covered by this Tariff does not include the handling, loading, or unloading of any single article, because of its size or weight requiring special handling. The extra handling, loading or unloading on every instance must be provided by the shipper or if the

(continued)

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 GENERAL RULES AND REGULATIONS - continued
 

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## RULE 12 - continued

the shipper or if the carrier has additional personnel and equipment available, such extra service upon request of the shipper may be provided by the carrier at charges shown in this Tariff. When necessary, such articles must be securely braced and blocked, and when such bracing or blocking require material not forming part of the regular equipment of the vehicle, or extra labor, such material and labor must be furnished by the shipper.

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## RULE 13

 IMPRACTICAL  
 PICK-UP OR  
 DELIVERY AND  
 AUXILIARY  
 SERVICES

(a) It is the responsibility of the shipper to make shipment accessible to carrier or accept delivery from carrier at a point at which the road haul vehicle may be safely operated.

(b) When it is physically impossible for carrier to perform pick-up of shipment at origin address or to complete delivery of shipment at destination address with normally assigned road haul equipment due to the structure of the building, its inaccessibility by highway, inadequate or unsafe public or private road, overhead obstructions, narrow gates, sharp turns, trees, shrubbery, the deterioration of roadway due to rain, flood, snow, or the nature of an article or articles included in the shipment, the carrier shall hold itself available at point of pick-up or tender delivery at destination at the nearest point of approach to the desired location where the road haul equipment can be made safely accessible.

(c) Upon request of the shipper, consignee or owner of the goods, the carrier will use or engage smaller equipment than its normal road haul equipment or provide extra labor for the purpose if possible of accomplishment, of transferring the shipment between the residence and the nearest point of approach by the carrier's road haul equipment. Charges for this auxiliary service to cover labor and additional vehicle (if used) will be as provided in Section I (Item 125) and shall be in addition to all other transportation or accessorial charges.

(d) If the shipper does not accept the shipment at nearest point of safe approach by the carrier's road haul equipment to the destination address, the carrier may place the shipment, or any part thereof not reasonably possible for delivery, in storage at the nearest available warehouse of the carrier, or, at the option of the carrier, in a public warehouse, subject to a lien for lawful charges. The liability on the part of the carrier will cease when the shipment is unloaded into the warehouse and the shipment shall be considered as having been delivered.

(continued)

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GENERAL RULES AND REGULATIONS - continued

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RULE 13 - continued

(e) Transportation charges to cover the movement of shipment or part thereof from point at which it was originally tendered to warehouse location shall be computed on basis of weight of shipment or that part of shipment stored in warehouse, subject to applicable rate as provided in tariff from point at which it was originally tendered to warehouse location, which shall be in addition to charges from initial point of origin to point at which shipment was originally tendered. All accrued charges on the shipment or any part thereof shall be due and payable upon delivery of same to the warehouse. Any subsequent movement from warehouse shall constitute a new shipment.

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RULE 14

STORAGE IN  
TRANSIT

(a) Storage-in-Transit of shipment covered by this Tariff is the holding of the shipment in the warehouse of the carrier or its agent, for storage, pending further transportation, and will be effected only at specific request of the shipper. For the purpose of this Rule, a carrier may designate any warehouse to serve as its agent.

(b) Payment of accumulated transportation and other lawful charges at option of carrier, may be required from consignor or consignee at time of storage-in-transit shipment is delivered to the storage warehouse.

(c) Shipments moving under this Rule may be stored only once and for a period not to exceed one hundred eighty (180) days from the date of unloading into the warehouse. When not removed at the expiration of the time limit specified herein, the warehouse shall be considered the destination of the shipment, the warehouseman shall be agent for the shipper and the property shall then be subject to the rules, regulations, and charges of the warehouseman. When shipment remains in storage after the expiration of one hundred eighty (180) days, all accumulated carrier charges must be paid as follows:

1. Transportation charges for pick-up or delivery.
2. Storage charges for one hundred eighty (180) days as provided by this Tariff.
3. Additional services, advances or other lawful charges, if any.

(continued)

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**GENERAL RULES AND REGULATIONS - continued**

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**RULE 14 - continued**

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- (d) The transportation charges to apply on shipments stored-in-transit under this Rule and forwarded from warehouse will be (1) the applicable tariff from initial point of pick-up to warehouse, and (b) the applicable tariff rate from warehouse location, which, for rate purposes, will be considered a new point of origin, to destination point, vis.:
1. When point of pick-up or delivery and warehouse are both located within the corporate limits of the same municipality, the pick-up or delivery transportation rate will be shown in Item 155.
  2. When point of pick-up or delivery and warehouse are not in the corporate limits of the same municipality, the pick-up or delivery transportation rate will be the distance charges shown in Section II, when applicable, Section VI, (INTRA-STATE RATES) for the municipality in which warehouse is located, as provided by the effective mileage guide (where) warehouse is located within the municipality for which a key point is shown on a vicinity map. mileage shall be computed to such give point, irrespective of location of warehouse within municipality, with the exception that for distances between twenty-five (25) miles or less, the pick-up or delivery transportation rate will be provided in Item 155.
- (e) When storage-in-transit shipment has been placed in a carrier's or agent's warehouse, both the carrier and the warehouse must have, in their possession, records showing the following:
1. An itemized list of the shipment with the Bill of Lading number noted thereon.
  2. Point of origin and destination.
  3. Condition of each article when received at and forwarded from the warehouse.
  4. The dates when all charges, advances or payments were made or received.
  5. Dates shipment was delivered into and forwarded from the warehouse.

NOTE: The transportation rates and charges applicable to shipments stored-in-transit are those in effect on the date of original shipment.

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**RULE 15**

**CLAIMS**

- (a) Any claim for loss, damage or overcharge shall be in writing. As a condition precedent to any claim adjustment or payment, such claim shall be accompanied by the original paid bill for transportation and original Bill of Lading, if not previously surrendered to the carrier. Carrier may require certified or sworn statement of claim.
- (b) Carrier shall be immediately notified of all claims for concealed and/or external damage and shall be given reasonable opportunity to inspect alleged external damage or concealed damage in original package.
- (c) The carrier's liability shall not exceed the cost of repairing or replacing lost or damaged property with materials of like kind and quality not exceeding the replacement cash value of the property at time and place of loss, with due allowance for depreciation howsoever caused, but in no event to exceed the released value as determined in Rule 32.
- (d) The carrier shall not be liable for loss or damage occurring after the property has been delivered to or received for by the consignee or shipper, or the authorized agent of either. When the carrier is directed to unload or to deliver property (or render any service) at a place or places at which the consignee or its agent is not present, the property shall be at risk of owner after unloading or delivery.
- (e) Where the carrier is directed to load property from (or render any services at) a place or places at which the consignor or its agent is not present, the property shall be at the risk of the owner before loading.
- (f) The carrier's liability with regard to sets or matched pieces shall be limited to repair or replacement of the lost or damaged piece or pieces only, and shall not extend to repair, replacement or recovering of the entire set, but in no event to exceed the released value as determined under Rule 32.
- (g) For the purpose of assessing carriers liability, where such liability as measured by the weight of an article and in absence of specific evidence to the contrary, the following containers and/or cartons shall be deemed to have the following weights:

<u>CONTAINER</u>	<u>WEIGHT PER CONTAINER</u>
Drum - Dish-Pack	60 Pounds
Cartons:	
Less than 1 1/2 cu. ft.	20 Pounds
1 1/2 cu. ft. but less than 3 cu. ft.	25 pounds
3 cu. ft. but less than 4 1/2 cu. ft.	30 pounds
4 1/2 cu. ft. but less than 6 cu. ft.	35 pounds
6 cu. ft. but less than 6 1/2 cu. ft.	45 pounds
6 1/2 cu. ft. and over	50 pounds
Wardrobe Cartons	50 pounds
Mattress or Box Spring Carton:	
Not exceeding 54" X 75"	60 pounds
Exceeding 54" X 75"	80 pounds
Crib Mattress Carton	22 pounds

- NOTE 1: Cartons containing books or phonograph records will be deemed to weigh 50 pounds.
- NOTE 2: Cartons containing lamp shades will be deemed to weigh 10 pounds.
- NOTE 3: Items not identified on the Inventory as to contents will be settled for the heaviest weight on the schedule of the container.

- Continued -

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**RULE 15 - Continued**

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**CLAIMS****(h) Acknowledgment of Claims:**

Carrier, upon receipt of a written claim for loss or damage to property transported by it, shall acknowledge receipt of such claim in writing to the claimant within thirty (30) calendar days after its receipt by the carrier or the carrier's agent. The carrier, shall at the time such claim is received, cause the date of receipt to be recorded on the claim.

**(i) Claim Handling by the Carrier:**

Carrier will pay, decline or make a firm compromise offer in writing to the claimant within 120 days after receipt of the claim by the carrier, or its agent, provided that if the claim cannot be processed and disposed of within 120 days after the receipt thereof, the carrier shall at that time and at the expiration of each succeeding 30 day period, advise the claimant in writing of the status of the claim and disposition thereof.

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**RULE 16**

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**PAYMENTS**

(a) The carrier will not deliver or relinquish possession of any property transported by it until all tariff rates and charges thereon have been paid in cash, money order, or certified check, except where other satisfactory arrangements have been made between the carrier and the consignor or consignee.

(b) Nothing herein shall limit the right of the carrier to require at time of or before shipment the prepayment in part or in full or guarantee of the charges.

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**RULE 17**

**DISPOSITION OF FRACTIONS** Unless other provided, to dispose of fractions in computing a charge, omit fractions of less than one-half of one cent, and increase to the next whole figure fractions of one-half on one center or greater.

**RULE 18**

**HOURLY RATES** Charges based on time shall be computed by multiplying the hourly rate by the time involved. Unless otherwise provided, fractions of any hour will be disposed of as follows:

Where the time involved is less than 15 minutes, the charge shall be for one-quarter of an hour. When in excess of 15 minutes, but not more than 30 minutes, charge for one-half hour. When in excess of 30 minutes, but not more than 45 minutes, charge for three-quarters of an hour, when over 45 minutes, charge for one (1) hour.

**RULE 19**

**COMPUTING CHARGES** Unless otherwise provided herein, where rates are stated in amounts per hundred pounds, charges shall be computed by multiplying the total weight involved by the rate shown for a hundred pounds.

**RULE 20**

**ALTERNATE CHARGES** The total transportation charges on any shipment shall not exceed the charge as it would apply on the same shipment under the next greater unit of weight at rate applicable to such next greater unit of weight.

**ILLUSTRATION:**

A shipment moving under Section II-A rates weighing 1608 pounds, distance 100 miles:  
 1608 lbs. X \$16.85 = \$270.94. Use lowest weight in next highest weight bracket: 2000 lbs. X \$13.40 = \$268.00.

**RULE 21**

**MINIMUM WEIGHT** Unless otherwise specifically provided for in this Tariff, all shipments weighing less than 1000 pounds are subject to a minimum charge of 1000 pounds at the rate applicable thereto.

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**GENERAL RULES & REGULATIONS**  
(continued)

**RULE 22**

**REISSUED ITEMS  
OR PAGES**

Reference made herein to items or pages in this Tariff include reference to reissue of such items or pages.

**RULE 23**

**RESERVED FOR FUTURE USE**

**RULE 24**

**HOISTING OR  
LOWERING**

Hoisting or lowering service will be performed only at points where carrier possesses necessary equipment and experienced personnel to perform such services, weather conditions permitting. Otherwise, upon request of shipper, consignee or owner of the goods, the carrier, as agent of, and for, and in behalf of the shipper, consignee or owner, will endeavor to arrange for qualified service, if available, at the expense of the shipper, consignee or owner of the goods. In such instances, the carrier will not be responsible for damage to shipment or property.

**RULE 25**

**PERISHABLE  
ARTICLES**

(a) Carrier will not accept for shipment frozen foods or other articles requiring refrigeration, except as provided in Paragraph (b) of this Rule.

(b) Frozen food may be accepted for transportation provided:

1. The food is contained in a freezer which, at the time of loading, is operating at normal deep freeze temperature.
2. The shipment is to be transported not more than 150 miles and/or delivery accomplished within twenty-four (24) hours from time of loading.
3. No storage of shipment is required.
4. No preliminary or enroute servicing by use of dry ice, electricity, or other preserving methods is required.

(c) When such articles are included in a shipment without knowledge of the carrier, responsibility for condition, or flavor will not be assumed by the carrier.

**GENERAL RULES & REGULATIONS**  
(continued)

**RULE 26**

**IMPRACTICAL  
OPERATION**

The carrier shall not be obligated to perform pick-up or delivery, or render any services at a place or places from, or to, which it is impractical to operate vehicles because of:

1. The condition of roads, streets, driveways, alleys or approaches thereto; or
2. Inadequate loading or unloading facilities; or
3. Any riot, demonstration, strike, picketing, or other disturbance.

**RULE 27**

**PICK-UP AND  
DELIVERY ABOVE  
FIRST FLOOR**

When a shipment is picked up or delivered, other than to the first floor, or conditions are such that it makes excessive carry, or elevator, or stairs necessary, Item 181 shall apply.

**RULE 28**

**LOCAL MOVING IN  
CITY OTHER THAN  
SITUS**

If a carrier is requested to perform local moving in a city other than his Situs, additional charges will apply as provided for in Item 175.

**RULE 29**

**SERVICING HOUSE-  
HOLD APPLIANCES  
AND SPECIAL  
ARTICLES**

The transportation rates in this Tariff do not include the servicing or re-servicing of special articles, or household appliances, including, but not limited to, refrigerators, deep freeze cabinets, radios, record players, washing machines, clothes dryers, television sets, satellite television/radio receiving disks/dishes, air conditioners, grandfather clocks and boats, which, if not properly serviced, may be damaged in or incident to transit; nor is liability assumed for such damages unless such special articles or appliances are serviced or prepared as provided for in (a) or (b) below.

- (a) The carrier reserves the right to inspect these articles or appliances to determine whether they are in good working order before accepting them for shipment. Carrier assumes no liability whatsoever for charges for third party persons for the re-synchronization of grandfather clocks, including the pendulum or weights, therefore, which were disassembled at origin by carrier, or the re-tuning, re-focusing or other adjustments of television sets, unless such services were necessary due to carrier's negligence.

(CONTINUED)

**GENERAL RULES & REGULATIONS**  
(continued)

**RULE 29 - continued**

**SERVICING HOUSE-  
HOLD APPLIANCES  
AND SPECIAL  
ARTICLES**

- (b) Upon request of shipper, owner or consignee of goods, carrier will service and un-service such articles and appliances at origin and destination for the additional charge provided in Section I, Additional Services. Such servicing and un-servicing does not include removal or installation of articles secured to the premises, or plumbing, electrical carpentry services necessary to disconnect, remove, connect and install such articles and appliances.
- (c) If carrier does not possess the qualified personnel to properly service and un-service such articles or appliances, carrier will, upon request of the shipper, owner, or consignee, and as agent for them, engage third persons to perform the servicing and un-servicing. When third persons are engaged by the carrier to perform any service, the carrier will not assume responsibility for their activities or conduct; amount of their charges; nor for the quality or quantity of service furnished.
- (d) All charges of the third persons must be paid by the shipper, and are in addition to all other charges in this Tariff. Such charges will be advanced by the carrier, and billed as an Advanced Charge, as provided in Rule 30.

**RULE 30**

**ADVANCED  
CHARGES**

Charged advanced by carrier for services of others engaged, at the request of the shipper, will be supported by carrier with a copy of invoice setting forth services rendered, charges and basis thereof, together with reference to applicable schedule or tariff, if charges are assessed in accordance therewith. The charges, so advanced, are in addition to, and shall be collected with other lawful rates and charges. When carrier engages the services of third persons, at the request of, and as agent for the shipper, carrier will not assume responsibility for their activities or conduct, amount of their charges, nor for the quality and quantity of service furnished.

**RULE 31**

**ELECTRONICS**

This Rule shall apply to the following commodity only.

Articles, because of their unusual nature or value, require specialized handling and equipment usually employed in moving household goods; **CONSISTING SOLELY OF:**

1. Uncrated computers and electronic equipment, which because of their unusual nature or value, require specialized handling and equipment usually employed in moving household goods, and crated computers and electronic equipment of such nature or value which are to be delivered for installation to the premises of the ultimate user.

(CONTINUED)

ISSUED 9/1/96

BY: KENTUCKY HOUSEHOLD GOODS CARRIERS ASSOCIATION, INC.

EFFECTIVE 10/1/96

S-46

**GENERAL RULES AND REGULATIONS - continued**

**RULE 31**

**2. SPACE RESERVATION FOR A PORTION OF A VEHICLE:**

Subject to availability, shipper may reserve a portion of the capacity of a vehicle by ordering a specific quantity of space, in units of 50 cu. ft., and accepting transportation charges as follows:

300 cu. ft. or less.....2,100 Pounds  
More than 300 cu. ft. ....350 Pounds per 50 cu. ft. unit ordered

Bill of Lading and Freight Bill to be marked or stamped:

SPACE RESERVATION.....CU. FT. ORDERED

**EXCEPTIONS FOR THE ACCOUNT OF:** Vincent Fister, Inc., DMT 65; Pike & Son Movers., Inc., DMT 44, Lexington, KY.

100 cu. ft. or less.....700 Pounds  
More than 100 cu. ft.....7 Pounds per cu. ft.

**DECLARATION OF VALUE**

**RULE 32**

1. (a) As used in the tariff, the phrases "Replacement Value Protection" and "Value Declared by the Shipper" shall have the same meaning.

(b) *All Shipments* for which charges are set forth in Sections II, III, or V, or VI and subsequent issues thereof, the carrier's maximum liability shall be either (1) \$3.50 times the actual weight or constructive weight of shipment in pounds, or the declared lump sum value, whichever is greater; or (2) sixty (60) cents per pound for the actual weight of any lost or damaged article or articles, if the shipment has been expressly released by the shipper to such value per article. Unless the shipper expressly releases the shipment to a value not exceeding sixty (60) cents per pound per article, the carrier's maximum liability for loss and damage shall be either the lump sum value declared by the shipper, or an amount equal to \$3.50 for each pound of actual or constructive weight in the shipment, whichever is greater. Such liability to be governed by Rule 15, CLAIMS, paragraph (c). (Constructive weight shall be based upon seven (7) pounds per cubic foot of loaded van space.)

-Continued on Page 36-

**RULE 32 - continued**

(c) If the shipper wishes to avoid the additional charges, he must agree that if any articles are lost or damaged, the carrier's liability will not exceed sixty (60) cents per pound for the actual weight of any lost or damaged articles in the shipment.

(d) Where shipper has requested, and carrier has provided **REPLACEMENT VALUE PROTECTION**, on shipments of household goods as defined in paragraph (a)(1), Item 100, **COMMODITY DESCRIPTION**, the above provision will not apply. For applicable provisions to apply, see Rule 37.

(e) The released value must be entered on the Bill of Lading in the following form and must be completed only by the person signing the Bill of Lading:

The shipment will move subject to the rules and conditions of the carrier's tariff. Shipper hereby releases the entire shipment to a value not exceeding:

(To be completed by the person signing below)

**NOTICE: THE SHIPPER SIGNING THE CONTRACT MUST IN THE SPACE ABOVE IN HIS OWN HANDWRITING, INSERT EITHER HIS DECLARATION OF THE ACTUAL VALUE OF THE SHIPMENT, OR THE WORDS "REPLACEMENT VALUE PROTECTION REQUESTED" OR "60 CENTS PER POUND PER ARTICLE". OTHERWISE THE SHIPMENT WILL BE DEEMED RELEASED TO A MAXIMUM VALUE EQUAL TO \$3.50 TIMES THE ACTUAL OR CONSTRUCTIVE WEIGHT OF THE SHIPMENT IN POUNDS.**

\_\_\_\_\_  
(Shipper)

\_\_\_\_\_  
(Date)

(f) If the shipper fails to make the entry required in subsection (d) of the Rule, the shipment will be deemed released to an amount equal to \$3.50 times the actual or constructive weight of the shipment in pounds.

**RULE 33**

**DEFINITION OF A SHIPMENT**

The term "Shipment" means property made available by one shipper to the carrier for loading at the same time, at one place of origin (except as otherwise provided in Rule 3), for one consignee at one destination (except as otherwise provided in Rule 5), and covered by one bill of lading or moving ticket, but the bill of lading or moving ticket may also specify the name of the party (or more than one party when Rule 5 is applicable) to notify of the arrival of the shipment at a destination(s).

**RULE 34**

**WAREHOUSE PICK-UP OR DELIVERY**

Except as otherwise provided hereto, if shipment is delivered to or picked up at a warehouse, the rates for transportation include only the unloading or loading at door, or other point convenient or accessible to the vehicle.

ISSUED 7/5/03

EFFECTIVE 8/5/03

BY: KENTUCKY HOUSEHOLD GOODS CARRIERS ASSOCIATION, INC.

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**GENERAL RULES AND REGULATIONS - continued**

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**RULE 36**

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**COMMERCIAL  
AREA**

The term "Commercial Area" is as defined in KRS 281.012, Paragraph 2.

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**RULE 37**

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**REPLACEMENT  
VALUE  
PROTECTION**

In lieu of paragraph (b), Rule 38 and provisions of Rule 38 relating to Declaration of Value, and upon written request of shipper and carrier's agreement to provide same, shipper may secure Replacement Value Protection.

Replacement Value Protection shall mean that carrier shall guarantee to shipper, in case of lost, destroyed or damaged articles, one of the following, at option of the carrier:

- (a) Replacement of like articles.
- (b) Full cost of repairs.
- (c) Reimbursement of the current market replacement value without deduction for depreciation.
  1. Replacement Value Protection applies only to shipment of Household Goods as defined in paragraph (a)(1), Item 100, Commodity Description.
  2. Replacement Value Protection is subject to the shipment being declared at a minimum value of \$3.50 per pound times the actual weight of the shipment.
  3. For rates to apply, see Item 136, Valuation Charges.
  4. The additional Valuation Charges for storage-in-transit shipments is applicable. (See Item 136, Valuation Charges).

**EXCEPTIONS:**

1. Paragraph (c) of Rule 15, Claims will not apply when shipper orders Replacement Value Protection.
  2. Protection will not apply to specific articles which are valued at \$100.00 per pound or more, unless shipper documents and so advises carrier of such articles, prior to shipment.
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## GENERAL RULES AND REGULATIONS - continued

## RULE 38

**BILL OF LADING  
AND AIR FREIGHT  
BILL - UNIFORM  
HOUSEHOLD  
GOODS**

(a) When property is transported subject to the provisions of this Tariff, or as amended, the acceptance and use of the Uniform Household Goods Bill of Lading as described herein is required.

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

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

(b) The rates and charges shown herein are reduced rates conditioned upon the use of the Uniform Household Goods Bill of Lading. Consignor, at his option, may elect not to accept the terms of the Uniform Household Goods Bill of Lading, and in lieu thereof, to have the carrier transport the property with the carrier's liability limited only as provided by common law, and by the laws of the United States and the several states, insofar as they apply, but subject to the terms and conditions of the Uniform Household Goods Bill of Lading, insofar as such terms and conditions are not inconsistent with such common carrier's liability; the rate charged therefore will be 100 percent higher than the transportation rates contained in this tariff as would apply for such shipment if offered for transportation at a released value not exceeding sixty (60) cents per pound per article.

When consignor elects not to accept any of the terms of such Bill of Lading, he must give notice to the initial carrier of such election. The initial carrier must indicate the receipt of such notice by writing or stamping thereon a clause signed by the carrier reading:

**"In consideration of the higher rate charged, the property herein described will be carried, and the service 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 the Bill of Lading insofar as they are not consistent 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 Rule 32 of this tariff.

(d) Shipment for which actual or constructive weight is the basis of charges and are subject to rates as set forth in Sections II, III, V, VI except as otherwise provided herein, and unless the shipper expressly releases the shipment to a value not exceeding sixty (60) cents per pound per article, the carrier's maximum liability for loss and damage shall be either the lump sum value declared by the shipper, or an amount equal to \$3.50 times the actual weight in pounds of the shipment, whichever is greater. Such liability to be governed by Rule 15, CLAIMS, governed by Rule 15, CLAIMS; paragraph (c). For this liability, additional valuation charges as provided in Item 136 will apply. If the shipper wishes to avoid the additional charges, he must agree that if any articles are lost or damaged, the carrier's liability will not exceed sixty (60) cents per pound for the actual weight of any lost or damaged articles in the shipment.

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**GENERAL RULES AND REGULATIONS - continued**


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**RULE 38 - continued**


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**BILL OF LADING  
AND AIR FREIGHT  
BILL - UNIFORM  
HOUSEHOLD  
GOODS**

(e) All shipments moving under the provisions of, and subject to rates as set forth in Sections II, III, V and VI herein, and unless the shipper expressly releases the shipment to a value not exceeding sixty (60) cents per pound per article, the carrier's maximum liability for damage shall be either the lump sum value declared by the shipper or an amount equal to \$3.50 times the actual and/or constructive weight of the shipment. (Constructive weight shall be based upon seven (7) pounds per cubic foot of loaded van space). Such liability to be covered by Rule 15, CLAIMS, paragraph (c). For Replacement Value Protection, additional valuation charges as provided in Item 136 will apply. If the shipper wishes to avoid the additional charges, he must agree that if any articles are lost or damaged, the carrier's liability will not exceed sixty (60) cents per pound for the actual weight of any lost or damaged articles in the shipment.

(f) In lieu of paragraphs (d) and (e) of this rule, shipper may request carrier to provide REPLACEMENT VALUE PROTECTION on shipment of household goods as defined in Item 100, COMMODITY DESCRIPTION. Upon carrier's agreement to provide REPLACEMENT VALUE PROTECTION, provisions as set forth in Rule 37 shall be applicable.

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**RULE 39**


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**PART A**
**UNIFORM HOUSEHOLD GOODS BILL OF LADING -  
INFORMATION TO BE INCLUDED ON FACE OF**

1. The Uniform Household Goods Bill of Lading issued for any shipment accepted for transportation and storage shall have printed in bold-face thereof a statement reading as follows:

**Unless the shipper expressly releases the shipment to a value of sixty (60) cents per pound per article, the carrier's maximum liability for loss and damage shall be either the lump sum value declared by the shipper, or an amount equal to \$1.25 for each pound of weight in the shipment, whichever is greater.**

**The shipment will move subject to the rules and conditions of the carrier's tariff. Shipper hereby releases the entire shipment to a value not exceeding:**

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(To be completed by person signing below)

-continued-

**GENERAL RULES AND REGULATIONS - continued**

**RULE 39 - continued**

**UNIFORM HOUSEHOLD GOODS BILL OF LADING -  
INFORMATION TO BE INCLUDED ON FACE OF**

**PART A**

**NOTICE: THE SHIPPER SIGNING THIS CONTRACT MUST INSERT IN THE SPACE ABOVE, IN HIS OWN HANDWRITING, EITHER HIS DECLARATION OF THE ACTUAL VALUE OF THE SHIPMENT OR THE WORDS "60 cents per pound per article". OTHERWISE, THE SHIPMENT WILL BE DEEMED RELEASED TO A VALUE EQUAL TO \$3.50 TIMES THE ACTUAL OR CONSTRUCTIVE WEIGHT OF THE SHIPMENT IN POUNDS.**

\_\_\_\_\_  
(Shipper)

\_\_\_\_\_  
(Date)

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SECTION I  
ADDITIONAL  
SERVICES

NOTE: CARRIER EXCEPTIONS TO ITEMS IN THIS SECTION  
ARE SHOWN IN SECTIONS IX AND X OF THIS TARIFF.

