

K.C.C. No. \_\_\_\_\_

MC-ID No. 166659

# TARIFF KS100

OF

Name: Mack Moving & Storage LLC  
dba Kearney Moving Service  
Address: P.O. Box 1357, Kearney, NE 68848

## **Motor Common Carrier Service**

**Between Points  
And Places in Kansas  
(As Shown Herein)**

**Issue Date: May 1, 2008  
Effective Date: May 1, 2008**

Issued by:

Justin Halbgewachs - Owner/Manager

For

Kearney Moving Service  
229 Central Avenue, Kearney, NE 68847

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**Revision of Pages List**

**Check Sheet for Tariff Pages and Supplements**

All of the pages contained in this Tariff are listed consecutively by number and revision number. "0" in the revision column indicates an original page.

Page	Revision	Page	Revision	Page	Revision	Page	Revision
1	0	16	0	31	0	46	0
2	0	17	0	32	0	47	0
3	0	18	0	33	0	48	0
4	0	18	0	34	0	49	0
5	0	20	0	35	0	50	0
6	0	21	0	36	0	51	0
7	0	22	0	37	0	52	0
8	0	23	0	38	0	53	0
9	0	24	0	39	0	54	0
10	0	25	0	40	0	55	0
11	0	26	0	41	0	56	0
12	0	27	0	42	0	57	0
13	0	28	0	43	0		
14	0	29	0	44	0		
15	0	30	0	45	0		

Effective Supplements – None

\* - Indicates being mailed with the Check Sheet.

**General Application of Tariff**

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**General Application of Tariff**

The rates, rules, regulations, and charges provided in this tariff apply via motor vehicle common carriers authorized under provisions of certificates, issued by the Kansas Commerce Commission, to transport household goods, personal effects, furniture, fixtures, and other articles and/or commodities, when the transportation thereof is between points in the State of Kansas.

**Item 15 – Governing Publications**

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

(A) *Official Transportation Map* prepared by the Kansas Department of Transportation

(B) *Rand McNally Mileage Guide*

**Rules and Regulations**

**Item 20 – Advanced Charges**

20.1 Charges advanced by carrier for services of others engaged at the request of the shipper will be supported by carrier with a copy of invoice setting forth services rendered, charges and basis thereof, together with reference to applicable schedule of tariff if charges are assessed in accordance therewith.

20.2 When carrier engaged services of third person 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 quantity or quality of service furnished.

20.3 The charges so advanced are in addition to and shall be collected with all other lawful rates and charges.

**Item 40 – Alternate Charges**

40.1 The linehaul transportation charge on any shipment shall not exceed the charge applicable on the same shipment under the next greater unit of weight at rate applicable to such greater unit of weight.

To illustrate:

A shipment weighing 653 pounds, distance 90 miles, rate of \$76.30 equals \$498.24.

Use lower weight in next higher bracket which would be 1,000 pounds, distance 90 miles, rate \$49.80 equals \$498.00.

**Item 60 – Articles Prohibited and Restricted**

60.1 Carrier will not accept for shipment property liable to contaminate or otherwise damage equipment or other property, nor will carrier accept for shipment articles that cannot be taken from the premises without damage to the article or the premises, nor will carrier accept for shipment perishable articles including frozen foods, articles requiring refrigeration or perishable plants except as provided in Items 60.2, 60.3, or 60.4.

60.2 Frozen food will be accepted for transportation provided:

- a. The food is contained in a freezer, which at time of loading is at normal deep freeze temperature.

- b. The shipment is to be transported not more than 150 miles and/or delivery accomplished within 24 hours from the time of loading.
- c. No storage of shipment is required.
- d. No preliminary or en route servicing by use of dry ice, electricity, or other preservative methods is required of the carrier.

60.3 Perishable plants will be accepted for transportation provided:

- a. The shipment is transported not more than 150 miles and/or delivery accomplished within 24 hours from the time of loading.
- b. No storage of shipment is required.
- c. No preliminary or en route servicing or watering or other preservative method is required of the carrier.

60.4 The carrier will not be responsible for any perishable article included in a shipment without the knowledge of the carrier.

60.5 Carrier will not accept for shipment under any circumstances tanks or bottles designed to contain butane or propane (LP), including tanks and containers for gas barbecue grills, torches, tools, or appliances. This prohibition also includes tanks and bottles that have been certified as empty.

60.6 Explosives or other dangerous articles will not be accepted for transportation or transported unless the shipping order, bill of lading, or other shipping paper prepared by the shipper (when shippers are required by the Department of Transportation regulations to certify packages for transportation) shows in the lower left-hand corner the following certificate over the written or stamped facsimile signature of the shipper or his duly authorized agent:

*"THIS IS TO CERTIFY THAT THE ABOVE ARTICLES ARE PROPERLY DESCRIBED BY NAME, AND ARE PACKED AND MARKED, AND ARE IN PROPER CONDITION FOR TRANSPORTATION ACCORDING TO THE APPLICABLE REGULATIONS PRESCRIBED BY THE DEPARTMENT OF TRANSPORTATION."*

**Item 80 – Bill of Lading and Rates**

- 80.1 Unless otherwise provided for in this tariff, when property is transported subject to the provisions of this tariff, the acceptance and use of the Uniform Household Goods Bill of Lading is required.
- 80.2 Any alteration, addition, or erasure on a bill of lading made without a special notation on it by the agent of the carrier issuing the bill shall be without effect and the Bill of Lading shall be enforceable according to its original tenor.
- 80.3 The rates and charges in this tariff are conditioned upon the use of the Uniform Household Goods Bill of Lading and no other Bill of Lading may be used or shall apply except as provided.

80.4 The following Contract Terms and Conditions apply to all transportation performed by carrier of household goods, in addition to all other rules, regulations, rates, and charges in this and other applicable tariffs, which are available for inspection at the location(s) specified by the carrier.

**Household Goods Bill of Lading  
Contract Terms and Conditions**

This is the contract of carriage between Mack Moving & Storage, LLC ("we" or "us") and you, the owner(s) and/or shipper of the goods covered by this contract. If your goods are being moved under a contract between us and your employer or another party, the terms of that contract will apply, PROVIDED THAT, BY ACCEPTING DELIVERY OF THE SHIPMENT, YOU WILL BE LIABLE FOR THE PAYMENT OF ALL CHARGES IF THE EMPLOYER OR OTHER THIRD-PARTY DOES NOT PAY THEM. We agree to transport your household goods under the following terms:

1. All of the provisions of our tariff (available on request), including those setting out the charges for your shipment, some of which may not be included on the front of this Bill of Lading, are incorporated into this contract.
2. We are not obligated to transport your shipment by any particular schedule, means, or vehicle, other than with reasonable dispatch. We may deliver your shipment on any date within the delivery dates specified on this Bill of Lading. If we cannot make delivery at the address shown on this Bill of Lading or any other address of which you have notified us for any reason that is not our fault (including your failure to pay amounts due or unavailability to accept delivery on a date within the specified delivery dates), then we, at our option, may store your shipment at your cost in a warehouse selected by us in the general area of the specified destination and may exercise all rights available to us under the law.
3. You, upon tender of the shipment to us, and the person to whom the goods are to be delivered if different than you (the "Recipient"), upon acceptance of delivery of the shipment from us, shall be liable, together and individually, to pay all charges due on the account of the shipment pursuant to our tariff. The extension of credit, if any, to either you or the Recipient for unpaid charges shall not relieve the other party of the obligation to pay the charges. YOU AND THE RECIPIENT ARE LIABLE TO US FOR A SERVICE CHARGE EQUAL TO ONE PERCENT (1%) OF THE UNPAID CHARGES FOR THE SHIPMENT (MINIMUM \$20.00) FOR EACH THIRTY (30) DAY PERIOD THAT THE CHARGES REMAIN UNPAID AND FOR THE FULL AMOUNT INCURRED BY US IN COLLECTING ANY AMOUNT DUE ON YOUR SHIPMENT, INCLUDING COSTS AND ATTORNEY'S FEES.
4. Subject to the exceptions and limitations set forth below, we shall be liable for physical loss, damage, or delay to your goods from external causes while we are transporting them or they are being held in storage-in-transit. We will not be liable for any such loss, damage, or delay caused by or resulting from (a) you or the Recipient's act or omission; (b) defects in the goods or loss or damage that is unavoidable due to the nature of the goods, including susceptibility to damage because of atmospheric conditions and changes in those conditions, such as humidity or temperature; (c) hostile, warlike, or terrorist activity, government action, strikes, lockouts, or civil disturbances (all as further defined in our tariffs); (d) acts of God; and (e) with respect only to delays, highway obstructions, faulty, inadequate or impassable highways or bridges, lack of ferry capacity, or breakdowns or mechanical defects in vehicles or equipment (from any cause other than our negligence). In particular, we shall not be liable for and you shall indemnify us against loss or damage caused by the inclusion in your shipment of explosives or dangerous articles.

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5. In addition, our liability will be limited by the valuation option that is selected by you on the order for service or, if your employer or another party is paying for your move, by that party. Our maximum liability shall be: (a) the lesser of 60 cents per pound times the actual weight of any lost or damaged article or the actual loss damage to the article if the shipment was released to us with liability limited to 60 cents per pound per article; (b) the greater of \$1.25 per pound times the weight of the shipment or the declared lump sum value, in each case subject to a minimum of \$5,000, subject to any selected deductible option and the specific terms of Item 1350 (Full Value Protection) of our tariff; or (c) if no value is declared, \$1.25 per pound times the weight of the shipment, subject to the specific terms of Item 1350 (Full Value Protection) of our tariff. The weight used for determining the minimum valuation shall be the actual weight, or if the shipment is transported pursuant to the terms of Items 3000 and 3001 (Binding Estimate Program and Assured Price Protection Program) of our tariff, the estimated weight. The terms of our tariff contain more complete explanations on the limits of our liability, give us the option to repair or replace items on which claims are made and set specific limits on certain items, e.g. automobiles.
  6. In order to be able to recover any amount from us, you must file a written claim with us for any loss, damage, injury, or delay. We must receive your claim at our headquarters within nine months after delivery of your shipment. If we fail to deliver your entire shipment, we must receive your claim at our headquarters within nine months after a reasonable time for delivery has passed. You must file any lawsuit within two years and one day from the date when we give you written notice that we have disallowed your claim or any part of it. We may not pay your claim if there are charges due on your shipment. If your claim is for an overcharge, you must contest the charges with us within 180 days of receipt of the initial bill for the charge and file a lawsuit within 18 months of delivery of your shipment. When you do not file a claim or lawsuit within the time periods indicated, we will not be liable to you and the claim will not be paid. Our tariff includes information required to be included in a claim.
  7. This contract applies to you and to anyone else claiming any interest in the goods. Unless you specifically advise us otherwise, you authorize any person who releases your shipment to us at origin or accepts it at delivery to act for you and sign any document in connection with your shipment. If no one is authorized to act for you, you may be required to be present in person.
- 80.5 The following provisions are those referred to in Section 4 above that further define hostile, warlike, or terrorist activity, government action, strikes, lockouts, or civil disturbances, which, by reference in the terms and conditions, are specifically incorporated into them:
- a. hostile or warlike activity shall include (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, or usurped power;
  - b. terrorist activity shall include any activity that is unlawful under the laws of the United States or any State that 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 more individuals or to cause substantial damage to property; (5) a threat, attempt, or conspiracy to do any of the foregoing, and (5) actions in hindering or defending against an actual or expected terrorist activity, provided that, if terrorist activity occurs, Mack Moving & Storage LLC will not be liable for loss or damage to cargo regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage;

- c. government action shall include any action taken by government authority (1) in hindering, combating, or defending against any hostile, warlike, or terrorist activity; (2) seizure or destruction of cargo under quarantine or customs regulations; (3) confiscation of cargo by order of any government or public authority; or (4) risks of contraband or illegal transportation or trade.
- d. strikes, lockouts, and civil disturbances shall include strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any person or persons taking part in any such occurrence or disorder, and shall include any loss or damage when Mack Moving & Storage LLC, after notice to shipper or consignee of a potential risk of loss or damage to the shipment from such causes, is instructed by the shipper to proceed with such transportation and/or delivery, notwithstanding such risk.

80.6 Mack Moving & Storage, LLC shall cause to be included in the Bill of Lading the following minimum information:

- a. The name and address of the motor carrier issuing the receipt or Bill of Lading.
- b. The names and addresses of any other motor carriers, when known, who will participate in the transportation of the shipment.
- c. The name, address, and telephone number of the office of the carrier that should be contacted in relation to the transportation of the shipment.
- d. The form of payment that will be honored at delivery (must correspond with the form of payment entered on the estimate and the order for service).
- e. When the transportation is to be performed on a collect on delivery basis, the name and address and if furnished, the telephone number, facsimile number, or e-mail address of a person to whom notification shall be given.
- f. When the transportation is to be performed for an individual shipper, and except when the transportation is to be performed subject to tariff provisions providing for guaranteed service dates, the agreed date or period of time for pick up of the shipment and the agreed date or period of time for delivery of the shipment. The agreed dates or periods of time for pick up and delivery entered on the receipt or Bill of Lading shall conform to the agreed dates or periods of time for pick up and delivery entered on the order for service or a proper amendment to the order for service.
- g. When the transportation is to be performed subject to tariff provisions providing for guaranteed pick up, transportation and delivery service, the dates for pick up and delivery and any penalty or per diem entitlements due the shipper under the agreement.
- h. The actual date of pick up.
- i. The company or carrier identification number of the vehicle on which the shipment is loaded.