

WHEATON VAN LINES, INC.
COMMERCIAL RELOCATION TARIFF
WVL-100

**Naming local, joint, distance and commodity rates on
Household Goods Shipments as defined in Item 182.**

**Between points in the United States, including Alaska (but excluding Hawaii),
and between points in the United States (excluding Hawaii)
and Canada as specified in Item 4.**

For governing publications, refer to Item 180.

ISSUED: November 8, 2007

Effective: January 1, 2008

**Issued by:
Wheaton Van Lines, Inc.
8010 Castleton Road
Indianapolis, IN 46250**

www.wheatonworldwide.com

**WHEATON VAN LINES, INC. COMMERCIAL RELOCATION TARIFF
WVL-100
PART A: INTRODUCTION**

**ITEM 1
CHECK SHEET FOR TARIFF ITEMS AND SUPPLEMENTS
(Effective: January 1, 2008)**

All of the items contained in this tariff are listed in order by item number and effective date. The items of the tariff and the supplements to the tariff, listed in this item, bear effective dates that are the same as, or prior to, the effective date of this item. The " TP " in the Item column indicates the tariff Title Page.

EFFECTIVE SUPPLEMENTS

None Currently In Effect

ORIGINAL AND REVISED TARIFF ITEMS

ITEM	EFFECTIVE DATE						
TP	01-Jan-08			147	01-Jan-08		
1	01-Jan-08	56	01-Jan-08				
2	01-Jan-08	59	01-Jan-08	151	01-Jan-08		
4	01-Jan-08	62	01-Jan-08	153	01-Jan-08		
5	01-Jan-08	63	01-Jan-08	156	01-Jan-08		
6	01-Jan-08	70	01-Jan-08	157	01-Jan-08		
7	01-Jan-08	71	01-Jan-08	159	01-Jan-08		
20	01-Jan-08	100	01-Jan-08	171	01-Jan-08		
21	01-Jan-08						
22	01-Jan-08	103	01-Jan-08				
25	01-Jan-08	107	01-Jan-08				
26	01-Jan-08	109	01-Jan-08	180	01-Jan-08		
		112	01-Jan-08	182	01-Jan-08		
31	01-Jan-08	115	01-Jan-08	184	01-Jan-08		
33	01-Jan-08						
35	01-Jan-08	120	01-Jan-08	187	01-Jan-08		
38	01-Jan-08	123	01-Jan-08	189	01-Jan-08		
41	01-Jan-08	125	01-Jan-08				
43	01-Jan-08	127	01-Jan-08				
45	01-Jan-08	129	01-Jan-08				
		130	01-Jan-08				
48	01-Jan-08	133	01-Jan-08				
50	01-Jan-08	136	01-Jan-08				
51	01-Jan-08	140	01-Jan-08				
52	01-Jan-08	144	01-Jan-08				

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ITEM 4
APPLICATION OF TARIFF - ELECTRONIC FORMAT
(Effective: January 1, 2008)

This tariff applies for the transportation by Wheaton Van Lines, Inc. of Household Goods shipments between points in the United States and Canada, as follows:

1. Between points in the United States, including Alaska (via motor-water-motor or all-motor service), but excluding Hawaii, and
2. Between points in the United States (including Alaska, but excluding Hawaii), on the one hand, and, on the other, points in Canada.
3. International shipments between points in the United States and Mexico and overseas shipments between points in other Foreign Countries and the continental United States **are not included in the application of this tariff.**

Changes, updates, cancellations and revisions to these provisions will be accomplished by reissue of the affected provisions, by supplement or by electronic transmission. Revisions, authenticity and effectiveness of affected provisions can be obtained and verified at the following Internet Web Address: **www.wheatonworldwide.com**

Electronic Format. This tariff is published via an electronic format. The tariff contains two components: (1) the governing rules and regulations and an explanation of the Transportation charges and the additional services that apply, and (2) an electronic file that contains the Transportation charges and the rates and charges that apply for additional services performed in the United States and Canada. References that appear throughout the printed tariff document to "in this tariff" or "in this item" include the electronic software component.

ITEM 5
CANCELLATION OF TARIFF ITEMS OR PORTIONS THEREOF
(Effective: January 1, 2008)

When this tariff is amended by revised items, each revised item cancels the item or portion thereof shown on the original or previously revised item.

Reference made herein to items in this tariff shall include reference to the reissue of such items.

ITEM 6
TRANSPORTATION SERVICES & CHARGES
(Effective: January 1, 2008)

The Transportation Charges in this tariff include the loading of the shipment at the point of origin, vehicle transportation to the point of destination, and the unloading of the shipment at destination.

The Transportation Charges apply for the interstate transportation of household goods between all points in the United States, including Alaska (excluding Hawaii), and Canada. The charges apply between US postal zip codes and between US postal zip codes and Canadian postal codes (within Alaska, the Mileage Guide distance is used to determine the applicable charges), but **do not include** other Additional Services named in this tariff. In order to display all of the thousands of possible zip code and postal code combinations, the charges are contained in the electronic software portion of the tariff, rather than a paper format.

The Transportation Charges are based on the weight of the shipment and the zip codes for the origin and destination cities.

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ITEM 7
ADDITIONAL SERVICES & CHARGES
(Effective: January 1, 2008)

Additional Service Charges apply for services that are requested by the shipper or necessary to complete the shipment. The electronic software portion of the tariff provides the applicable additional service rates and charges described below. Refer to the application information included in Items 4, 100 and 103 for more information.

Item 25, Full Value Protection. The charges in this item apply when the shipment is transported under the Full Value Protection provisions. The shipper may select from 3 deductible options.

Item 51, Shuttle Service. This item applies when the shipper requests shuttle service or shuttle service is necessary for pickup or delivery at inaccessible locations.

Item 52, Stopoffs and Diversions. This item contains the provisions that apply when a shipment is diverted or when additional stops are made to perform extra pickups or deliveries.

Item 112, Light and Bulky Article Classification and Weight Additives. This item applies when light or bulky articles are included in the shipment. The item includes weight additives that apply for such articles as: boats, trailers or campers.

Item 115, Fuel Cost Price Adjustment (Surcharge). This item contains a fuel price matrix that provides for a percentage adjustment to the transportation charges based on the cost of diesel fuel as reported by the U.S. Department of Energy (DOE). If the average nationwide cost of diesel fuel increases above the base price of \$1.60 per gallon, a percentage adjustment applies.

Item 120, Container Service. This item applies when Wheaton furnishes containers and performs the packing of some or all of the articles in the shipment. The item applies on a hundredweight basis for full pack shipments and on a per container basis for partial pack shipments. Regular time and overtime rates apply, based on the time of the day and the day of the week that the service is performed. The rates contained in the software include the containers and packing materials. Rates are not provided for containers or materials that are supplied but not packed by Wheaton.

Rates for full and custom unpacking, crating service and for debris disposal (when the shipper does his own unpacking and Wheaton is requested to remove and dispose of containers and packing materials) are also provided in this item.

Item 125, Extra Labor, Special Services and Waiting Time. This item applies when Wheaton provides extra labor, special services (such as: disassembling or assembling unusual articles, padding or wrapping articles for moving into self-storage), or waiting time.

Item 127, Overtime Loading and Unloading Service. This item applies when Wheaton performs pickup or delivery service on weekends, holidays, or after hours at the specific request of the shipper or if required by landlord requirements or local ordinances.

Item 129, Advanced and Third Party Charges. This item applies when charges are advanced by Wheaton for services performed by third parties at the request of the shipper or required by a governmental or a local authority, such as tolls or ferry service charges.

Item 157, Storage-in-Transit Charges. This item applies when storage-in-transit is performed, based on the location where the storage is provided, except as otherwise provided in the item.

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Item 159, Pickup and Delivery Transportation Charges on Storage-In-Transit (SIT) Shipments. This item applies on SIT shipments when Wheaton provides pickup or delivery service between the storage location and the residence. Charges are based on the zip code applicable at the storage location and the distance between the storage location and the residence, except as otherwise provided in the item.

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PART B: BILL OF LADING TERMS AND LIABILITY LIMITATION

**ITEM 20
BILL OF LADING TERMS
(Effective: January 1, 2008)**

Unless otherwise provided in this tariff, when property is transported subject to the provisions of this tariff, or as amended, the acceptance and the use of Wheaton's Household Goods Bill of Lading ("Bill of Lading") as described herein is required.

(a) If the Bill of Lading is issued on the order of the shipper, or his agent, in 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 shipper's 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 made without a special notation thereon by the agent of Wheaton 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 Wheaton's Household Goods Bill of Lading. Consignor at his option, may elect not to accept the terms of Wheaton's Household Goods Bill of Lading, and in lieu thereof to have Wheaton transport the property with Wheaton's liability limited only as provided by common law and by the laws of the United States and the several States insofar as they apply, but subject to the terms and the conditions of Wheaton's 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 rate contained in this tariff as would apply for such shipment if offered for transportation at a released value not exceeding 60 cents per pound, per article.

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

"In consideration of the higher rate charged, the property herein described will be carried, and the services to be rendered hereunder will be performed, with the carrier's liability limited only as provided by law; but subject to the terms and conditions of this Bill of Lading insofar as they are not inconsistent with such common carrier's liability."

All rates and charges herein are dependent upon the shipment being released in accordance with the provisions of Item 25 of this tariff.

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PART B: BILL OF LADING TERMS AND LIABILITY LIMITATION

Exception: The provisions referring to the “Extraordinary (Unusual) Value Article Declaration” are optional; refer to Item 25, Paragraph (b), and to Item 26 for provisions to apply.

- (2) In addition to the above statement printed in distinctive color in boldface type, Wheaton shall cause to be included in the Bill of Lading the following minimum information:
- a. The name and address of Wheaton.
 - b. The names and addresses of any other motor carriers, when known, who will participate in transportation of the shipment.
 - c. The name, address and telephone number of the office of Wheaton or any other 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 pickup of the shipment and the agreed date or period of time for the delivery of the shipment. The agreed dates or periods of time for pickup and delivery entered on the receipt or Bill of Lading shall conform to the agreed dates or periods of time for pickup 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 pickup, transportation and delivery service, the dates for pickup and delivery and any penalty or per diem entitlements due the shipper under the agreement.
 - h. The actual date of pickup.
 - i. The company or carrier identification number of the vehicle on which the shipment is loaded.
 - j. The terms and conditions for payment of the total charges including notice of any minimum charges.
 - k. When the transportation is to be performed on a collect on delivery basis, the maximum amount required to be paid at the time of delivery to obtain delivery of the shipment. The maximum amount may include charges for additional services agreed to by the shipper in the estimate of charges.
 - l. Evidence of any insurance coverage sold to or procured for the shipper, including the amount of the premium for such insurance.
- (3) **Notice:** Wheaton’s tariff, by this reference, is made a part of the Bill of Lading and may be inspected at Wheaton’s headquarters, on the internet at www.wheatonworldwide.com, or, upon request, Wheaton will furnish a copy of any tariff provision containing its rates, rules or charges governing the shipment.

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PART B: BILL OF LADING TERMS AND LIABILITY LIMITATION

ITEM 22

BILL OF LADING (CONTRACT TERMS AND CONDITIONS OF WHEATON'S HOUSEHOLD GOODS BILL OF LADING)

(Effective: January 1, 2008)

Except when transportation is performed under the provisions of Item 20 (b) of tariff, the following Contract Terms and Conditions apply to all transportation performed by Wheaton 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.

Wheaton's Bill of Lading, Estimate/Order for Service prepared in advance of the shipment, inventories prepared in conjunction with a move and any applicable contract of carriage agreements constitute the contract between shipper and Wheaton. In the event of any conflict between the terms of the Estimate/Order for Service and the Bill of Lading, the last document executed by the shipper and Wheaton shall control.

The contract is subject to all the rules, regulations, rates and charges in Wheaton's applicable tariff(s) including, but not limited to, the following terms and conditions:

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

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

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PART B: BILL OF LADING TERMS AND LIABILITY LIMITATION

- (e) From delay caused by strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any person or persons taking part in any such occurrence or disorder; and from loss or damage when Wheaton, 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;
- (f) From Acts of God.

SUBJECT, in addition to the foregoing, to the further following limitations on Wheaton's maximum liability which shall be either:

- (1) The lump sum value declared by the shipper, which may not be less than \$5,000 or \$5.00 per pound multiplied by the actual weight of the shipment, in pounds, whichever is greater, or
- (2) The actual loss or damage not exceeding sixty (60) cents per pound of the weight of any lost or damaged article when the shipper has released the shipment to carrier, in writing, with liability limited to sixty (60) cents per pound per article.

SECTION 2: Wheaton shall not be liable for delay caused by highway obstruction, or faulty or impassable highways, or lack of capacity of any highway, bridge or ferry, or caused by breakdown or mechanical defect of vehicles or equipment, or from any cause other than negligence of Wheaton; nor shall Wheaton be bound to transport by any particular schedule, means, vehicle, or otherwise than with reasonable dispatch. Wheaton shall have the right in case of physical necessity to utilize appropriate shuttle service or to forward said property by any carrier or route between the point of shipment and the point of destination.

SECTION 3: (a) Notwithstanding any contract with the employer or other third party associated with the shipper, consignor, or consignee, the shipper or consignor upon tender of the shipment to Wheaton, and the shipper or consignee upon tender of delivery of shipment by Wheaton, shall be liable, jointly and severally, for all unpaid charges payable on account of a shipment in accordance with applicable tariffs including, but not limited to, sums advanced or disbursed by Wheaton on account of such shipment. The extension of credit to either shipper or consignee for such unpaid charges shall not thereby discharge the obligation of the other party to pay such charges in the event the party to whom credit has been extended shall fail to pay such charges.

- (b) Shipper, consignor and/or consignee acknowledge that no hazardous chemicals, explosives and/or dangerous articles or goods are contained in the shipment. The shipper shall indemnify Wheaton against loss or damage caused by inclusion in the shipment of explosives or dangerous articles or goods.

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

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PART B: BILL OF LADING TERMS AND LIABILITY LIMITATION

SECTION 5: If shipment is refused by shipper or consignee at destination, or if shipper, consignee or owner of property fails to receive or claim it within fifteen (15) days after written notice by United States mail addressed to shipper and consignee at post office addresses shown on face hereof, or if shipper fails or refuses to pay lawfully applicable charges in accordance with Wheaton's applicable tariff, Wheaton shall have a Carrier's and/or Warehousemen's lien on said property and may sell the property at its option, either (a) in accordance with the Uniform Commercial Code, applicable for the state in which the goods are located or other applicable law, or (b) at public auction to highest bidder for cash at a public sale to be held at a time and place named by Wheaton, following thirty (30) days notice of which sale which has been given in writing to shipper and consignee, and following general publication at least once a week for two consecutive weeks in a newspaper of general circulation at or near the place of sale. The notice thereof shall contain a description of the property as described in the Bill of Lading, and the names of the consignor and consignee. The proceeds of any sale shall be applied towards payment of expenses of notice, advertising and sale, and the charges applicable to the shipment as well as any charges for storing, caring for and maintaining property prior to sale. The balance, if any, shall be paid to owner of property: PROVIDED however, that any perishable articles contained in said shipment and known to Wheaton may be sold at public or private sale without such notices, if, in the opinion of Wheaton, such action is necessary to prevent deterioration or further deterioration.

SECTION 6: As a condition precedent to recovery, a claim for any loss or damage, injury or delay, must be filed in writing with Wheaton within nine (9) months after delivery to shipper and/or consignee as shown on face hereof, or in case of failure to make delivery, then within nine (9) months after a reasonable time for delivery has elapsed; and suit must be instituted against Wheaton within two (2) years from the date of notice in writing is given by Wheaton to the claimant that carrier has disallowed the claim or any part or parts thereof specified in the notice. Where a claim is not filed or suit is not instituted thereon in accordance with the foregoing provisions, Wheaton shall not be liable and such a claim will not be paid.

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PART B: BILL OF LADING TERMS AND LIABILITY LIMITATION

**ITEM 25
FULL VALUE PROTECTION
(Effective: January 1, 2008)**

PROVISIONS OF THIS ITEM ARE CONTRACTUAL LIMITS OF LIABILITY AS PROVIDED IN U.S.C. TITLE 49, SECTION 14706 AND ARE NOT TO BE INTERPRETED AS OR CONSTRUED TO BE INSURANCE.

Under the provisions of this tariff, Wheaton's maximum liability in the event of loss or damage to the articles contained in any shipment shall be either:

(1) The lump sum value declared by the shipper, which may not be less than \$5,000 or \$5.00 per pound multiplied by the actual weight of the shipment, in pounds, whichever is greater, or estimated weight when shipment moves pursuant to the terms and conditions of Item 144 (Binding Estimate Price).

or

(2) The actual loss or damage not exceeding sixty (60) cents per pound of the weight of any lost or damaged article when the shipper has released the shipment to Wheaton, in writing, with liability limited to sixty (60) cents per pound per article.

Unless the shipper expressly waives Wheaton's maximum liability as set forth in Part (1) above and releases the shipment to a value not exceeding 60 cents per pound per article, Wheaton's maximum liability for loss or damage shall be either the lump sum value declared by the shipper or an amount equal to not less than \$5.00 for each pound of weight in the shipment, whichever is greater.

As used in this tariff, the phrases, "released value", "declared value", and "value declared by the shipper" shall have the same meaning. Also, the term "Full Value Protection" shall have the same meaning as "Full (Replacement) Value Protection".

Wheaton's maximum liability and the valuation charges specified herein for the assumption of liability shall be subject to selection by the shipper, prior to loading, either in the Estimate/Order for Service or the Bill of Lading, with an appropriate maximum valuation amount and either deductible Option "A", "B" or "C". Shipper may declare or release the shipment to a higher maximum valuation amount, subject to one of the amounts shown in the table herein. In the event the shipper fails to declare either option for liability, Wheaton's liability shall be limited to \$5.00 per pound times the actual weight of the shipment which shall be at the cost to the shipper in accordance with the following table, with a \$0.00 deductible. To avoid these additional charges, shipper must agree that if articles are lost or damaged, Wheaton's liability will not exceed 60¢ per pound for the actual weight of any lost or damaged article or articles in the shipment.

OPTION A - NO DEDUCTIBLE:

Under Option A, the carrier assumes responsibility for the declared or released maximum valuation amount.

OPTION B - \$250 DEDUCTIBLE:

Under Option B, in consideration of a reduction in the valuation charge, the shipper assumes responsibility for the first \$250.00 of any claim, except as otherwise provided for in Paragraph (i).

OPTION C - \$500 DEDUCTIBLE:

Under Option C, in consideration of a reduction in the valuation charge, the shipper assumes responsibility for the first \$500.00 of any claim, except as otherwise provided for in Paragraph (i).

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PART B: BILL OF LADING TERMS AND LIABILITY LIMITATION

- (b) **Items of Extraordinary Value:** Shippers who tender shipments which are released to have a minimum lump sum value of \$5,000 or \$5.00 for each pound of weight in the shipment, whichever is greater, that include an article or articles that exceed \$100 per pound, per article, in value, must specifically notify Wheaton in writing that an identified article or articles with a value greater than \$100 per pound are included in the shipment by execution of the following provision contained in Wheaton's Bill of Lading:

EXTRAORDINARY (UNUSUAL) VALUE ARTICLE DECLARATION: Unless the shipper has prepared a copy of the "Inventory of Items Valued in Excess of \$100.00 Per Pound Per Article" (Inventory") which are included in the shipment and provided a copy of that Inventory to the carrier's representative prior to loading, the carrier or mover's liability shall be limited to \$100.00 per pound per article for any lost or damaged article valued in excess of \$100.00 per pound, based upon actual weight of the article, not to exceed the declared value for the entire shipment.

By signature hereafter, the shipper acknowledges that he or she has prepared an Inventory of Items of Extraordinary Value and provided a copy to the carrier prior to loading, and has retained a copy.

(Customer's Signature)

(Date)

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

Any limitation of liability resulting from application of this provision has been authorized by the Interstate Commerce Commission (now the Surface Transportation Board) in Amendment No. 1 to Released Rates Decision No. MC-989 decided October 5, 1995, subject to complaint or suspension.

Refer to Item 26 for the correct form and minimum contents of Wheaton's "ITEMS OF EXTRAORDINARY VALUE INVENTORY FORM".

- (c) When a shipment is tendered to Wheaton with a released or declared value equal to or greater than \$5.00 per pound times the weight of the shipment in pounds, Wheaton will, at its option, either repair items to the extent necessary to restore to the condition when received by the carrier; pay the shipper for the cost of repairs; replace item(s) with item(s) of like kind and quality; or make a cash settlement for the current market replacement cost of the item(s). Depreciated value of goods is not a factor.
- (d) Wheaton's maximum liability shall not exceed the released or declared value of the shipment, or the full cost of repair to the damaged property, whichever is less. Wheaton shall have the option of repair or replacement of damaged articles. All items which are replaced or for which the full current market value has been paid become the property of Wheaton.
- (e) All shipments (other than those released to a value not exceeding 60 cents per pound per article) will be deemed released to a minimum lump sum value of \$5,000 or \$5.00 times the actual total weight (in pounds) of the shipment. The stated valuation must be in the increments shown herein. If the shipper declares or releases the shipment to a valuation that falls between the valuation amounts shown, or, if no such declaration is made by the shipper and the valuation amount calculated by Wheaton based on the weight of the shipment falls between the valuation amounts shown, the highest valuation amount in the applicable category and the applicable charge associated therewith will apply. The deductible level (no deductible, \$250 or \$500 deductible) of valuation declared will determine the valuation charge that will apply.

**WHEATON VAN LINES, INC. COMMERCIAL RELOCATION TARIFF
WVL-100**

PART B: BILL OF LADING TERMS AND LIABILITY LIMITATION

- (f) The weight used for determining the minimum valuation will be the actual net weight of the shipment or the estimated weight when the shipment moves pursuant to the terms and conditions of a Binding Estimate.
- (g) When Full Value Protection applies to a shipment that includes one (1) or more motor vehicles (automobiles, vans, pickup trucks, or sport utility vehicles), the carrier's maximum liability for the vehicles shall be either (1) the value stated in the current issue of the National Automobile Dealer's Association (N.A.D.A.) Official Used Car Guide (the "Guide") for such vehicle(s), adjusted for mileage and other factors considered in the Guide, or (2) the appraised value of the vehicle(s), whichever is less.
- (h) The released or declared value and Wheaton's maximum liability, whether or not loss or damage, injury, or delay occurred from Wheaton's negligence, as determined under this rule, shall apply to any claims resulting from the performance or failure to perform by carrier of any services, including accessorial services, which carrier has contracted to perform.
- (i) When the shipper takes a written exception at the time of delivery for non-delivery of an inventoried item(s), and subsequently submits a properly documented claim for loss of the item(s) and Wheaton's investigation establishes it's liability, the deductible amount, if any, shall not apply to the non-delivered item(s).
- (j) Rates or charges herein based on released value have been authorized by the Surface Transportation Board in Amendment No. 4 to Released Rates Decision No. MC-999, decided December 18, 2001, subject to complaint or suspension. Any limitation of liability resulting from application of this provision has been authorized by the Surface Transportation Board in Amendment No. 4 to Released Rates Decision No. MC-999, decided December 18, 2001, subject to complaint or suspension.

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PART B: BILL OF LADING TERMS AND LIABILITY LIMITATION

ITEM 26 INVENTORY OF ITEMS VALUED IN EXCESS OF \$100.00 PER POUND PER ARTICLE (Effective: January 1, 2008)

When transportation is performed under the provisions of Item 25 Paragraphs (b) or (e) of this tariff, an "ITEMS OF EXTRAORDINARY VALUE INVENTORY FORM" shall apply in conjunction with the Bill of Lading, or in substitution thereof, the Order for Service, which form shall contain the following minimum information:

ITEMS OF EXTRAORDINARY VALUE INVENTORY FORM

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

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

List No.	Description of Articles Exceeding \$100.00 Per Pound Per Article	Inv. #	List No.	Description of Articles Exceeding \$100.00 Per Pound Per Article	Inv. #
(INCLUDE ANY IDENTIFYING NUMBERS FOR ANY SEALS USED ON A PARTICULAR BOX OR CONTAINER)					
1.	_____	_____	7.	_____	_____
2.	_____	_____	8.	_____	_____
3.	_____	_____	9.	_____	_____
4.	_____	_____	10.	_____	_____
5.	_____	_____	11.	_____	_____
6.	_____	_____	12.	_____	_____

Shipper agrees that any claim for loss or damage must be supported by proof of value and understands that settlement will be based upon the information furnished on this inventory form, the tariff in effect at the time of the shipment, the Household Goods Descriptive Inventory, and all other pertinent information available to Wheaton. If you have not listed articles having a value in excess of \$100.00 per pound per article on this inventory, your signature below attests to the fact that such articles are not included in your shipment. **If for any reason, items having value in excess of \$100.00 per pound per article are included in your shipment and you fail to list those items on this inventory or fail to sign this inventory, you expressly understand and agree that Wheaton's liability for loss or damage to those items will be limited to no more than \$100.00 per pound per article (based upon the actual article weight).**

WHEATON'S Bill of Lading No: _____

AT ORIGIN

I certify that I have read and understood the forgoing form and affirmatively state the above listed information to be true, correct and complete.

Signature of Shipper or Shipper's Representative Date

Wheaton's representative hereby acknowledges receipt of an executed copy of this inventory

Origin City and State

AT DESTINATION

All items containing the contents above have been opened and I certify and acknowledge receipt of the above items and further state that the items inside arrived safely and in the same condition as at origin.

Signature of Shipper or Shipper's Representative Date

Wheaton's representative acknowledges receipt of an executed copy of this inventory

Destination City and State

**WHEATON VAN LINES, INC. COMMERCIAL RELOCATION TARIFF
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PART C: PROVISIONS APPLICABLE TO SHIPMENT SERVICES

**ITEM 31
EFFECTIVE DATE GOVERNING APPLICATION
OF RULES, RATES AND CHARGES OF THIS TARIFF**

(Effective: January 1, 2008)

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

See specific provisions in Item 115 – Fuel Cost Price Adjustment and Item 151 – Storage-In-Transit for effective dates governing application of these provisions.

**ITEM 33
PROHIBITED AND RESTRICTED ARTICLES**

(Effective: January 1, 2008)

1. Wheaton will not accept for shipment property liable to contaminate or otherwise damage equipment or other property, nor will Wheaton accept for shipment articles which cannot be taken from the premises without damage to the article or the premises, nor, will Wheaton accept for shipment perishable articles including frozen foods, articles requiring refrigeration or perishable plants except as provided in Paragraph (b).
2. Perishable plants will be accepted for transportation provided:
 - a. The shipment is transported not more than 150 miles and/or delivery accomplished within twenty-four (24) hours from the time of loading.
 - b. No storage is required.
 - c. No preliminary or en route servicing or watering or other preservative method is required of Wheaton.
3. Wheaton will not be responsible for any perishable article included in a shipment without the knowledge of Wheaton.
4. Wheaton WILL NOT ACCEPT for shipment under any circumstances explosives, dangerous articles, tanks or bottles designed to contain butane or propane (LP), including tanks and containers for gas barbecue grilles, torches, tools or appliances. **This prohibition also includes tanks or bottles that have been certified as empty.**
5. All fuel powered lawn equipment and tools, go-carts or go-karts, ATV's, motorcycles, motorbikes, snowmobiles, golf carts, etc. must be purged of gasoline and oil prior to shipment.

WHEATON VAN LINES, INC. COMMERCIAL RELOCATION TARIFF WVL-100

PART C: PROVISIONS APPLICABLE TO SHIPMENT SERVICES

ITEM 35 CONTROL AND EXCLUSIVE USE OF VEHICLE

(Effective: January 1, 2008)

Expedited Service, Exclusive Use of a Vehicle, or Space Reservation for a Portion of Vehicle will be furnished by Wheaton only when shipper or his agent requests such service in writing on the Estimate/Order for Service and signs the Bill of Lading indicating that such specific special service was ordered.

(A) - EXPEDITED SERVICE:

1. Expedited Service as used herein means tendering delivery of a shipment of less than 5,000 pounds on or before a specified date.
2. Subject to the availability of equipment for a particular service desired, shippers may obtain expedited service on a shipment of less than 5,000 pounds and transportation charges shall be computed on the basis of 5,000 pounds and tariff rates applicable to 5,000 pounds. Wheaton shall not be required to provide exclusive use of vehicle under this paragraph. For exclusive use of vehicle, refer to Paragraph (B) of this item.

Estimate/Order for Service and the Bill of Lading/ Freight Bill to show that Expedited Service was ordered by the shipper and show that delivery is to be on or before a specified date.

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 item shall not apply. In such case, the charges for the shipment shall be subject to all other applicable rules and provisions of the tariff.

(B) - EXCLUSIVE USE OF A VEHICLE:

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 pounds. 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 for loading such shipment, Wheaton does not have available a vehicle of capacity ordered, Wheaton may substitute a vehicle or vehicles of an equivalent or greater capacity and transportation charges and minimum therefore shall be the same as would apply had Wheaton furnished a vehicle of the capacity ordered.

Estimate/Order for service and the Bill of Lading must show that exclusive use of a vehicle of a specific size was ordered.

3. Outside display by removable signs or banners of van contents of a shipment involving exclusive use of the vehicle will be permitted subject to Wheaton's convenience and providing such removable signs or banners be furnished by and maintained at the expense of the shipper. Any liability resulting because of the carrying of such signs or banners will be that of the shipper, not Wheaton. Service will be subject to the charges as provided in Part D.
4. Shipper painting of Wheaton's equipment will be permitted subject to Wheaton's convenience and providing the shipper assumes all of the expense of painting and repainting. Repainting of the equipment shall be made according to Wheaton's specifications at the termination of the shipment. Such painting shall not interfere with signs or markings required by the Department of Transportation, State Commissions or safety regulations.

WHEATON VAN LINES, INC. COMMERCIAL RELOCATION TARIFF
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PART C: PROVISIONS APPLICABLE TO SHIPMENT SERVICES

(C) - SPACE RESERVATION FOR A PORTION OF VEHICLE:

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

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

The Estimate/Order for Service and Bill of Lading must show that a space reservation of a specific number of cubic feet was ordered.

ITEM 38
WEIGHING AND WEIGHTS
(Effective: January 1, 2008)

1. As to shipments transported on non-binding estimates, Wheaton shall determine the weight of each shipment transported prior to the assessment of any charges depending on the shipment weight. Except as otherwise provided in this item the weight shall be obtained on a scale meeting the definition of a certified scale as provided in 49 CFR 375.103.
2. Weighing Procedure
 - a. Except as otherwise provided in this item, the weight of each shipment shall be obtained by determining the difference between the tare weight of the vehicle on which the shipment is to be loaded prior to the loading and the gross weight of this same vehicle after the shipment is loaded; or, the gross weight of the vehicle with the shipment loaded and the tare weight of the same vehicle after the shipment is unloaded.
 - b. At the time of both weighings the vehicle shall have installed or loaded all pads, dollies, hand trucks, ramps and other equipment required in the transportation of such shipments. Neither the driver nor any other persons shall be on the vehicle at the time of either weighing.
 - c. The fuel tanks on the vehicle shall be full at the time of each weighing or, in the alternative, no fuel may be added between the two weighings when the tare weighing is the first weighing performed.
 - d. The trailer of a tractor-trailer vehicle combination may be detached from the tractor and the trailer weighed separately at each weighing providing the length of the scale platform is adequate to accommodate and support the entire trailer at one time.
 - e. Shipments weighing 3,000 pounds or less may be weighed on a certified platform or warehouse scale prior to loading for transportation or subsequent to unloading.
 - f. The net weight of shipments transported in containers shall be the difference between the tare weight of the container, including all pads, blocking and bracing used or to be used in the transportation of the shipment and the gross weight of the container with the shipments loaded therein.
 - g. The shipper or any other person responsible for payment of the freight charges shall have the right to observe all weighing of the shipment. Wheaton shall advise the shipper or any other person entitled to observe the weighing of the time and specific location where each weighing will be performed and must give that person a reasonable opportunity to be present to observe the weighing. Waiver by a shipper of the right to observe any weighing or reweighing is permitted and does not affect any rights of the shipper under these regulations or otherwise.

WHEATON VAN LINES, INC. COMMERCIAL RELOCATION TARIFF WVL-100

PART C: PROVISIONS APPLICABLE TO SHIPMENT SERVICES

- h. Wheaton may substitute manufacturer's weight for automobiles, trucks, vans, campers, boats, and other similar vehicular or bulky articles in lieu of obtaining separate weight tickets on these articles whenever such articles are included within a shipment. Manufacturer's weight will be obtained from either the Branham Automobile Reference Book, the National Automobile Dealer's Association (N.A.D.A.) Official Used Car Guide (the "Guide"), or from other appropriate reference sources of manufacturer's weight, or the shipper may provide Wheaton with copies of manufacturer's documents evidencing the weight of the article included in a shipment.
3. **Weight Tickets.** Wheaton shall obtain a separate weight ticket for each weighing required under this item except when both weighings are performed on the same scale, one weight ticket may be used to record both weighings. Every weight ticket must be signed by the person performing the weighing and must contain the following minimum information:
 - a. The complete name and location of the scale.
 - b. The date of each weighing.
 - c. Identification of the weight entries thereon as being the tare, gross and/or net weights.
 - d. The company or Wheaton identification of the vehicle.
 - e. The last name of the shipper as it appears on the bill of lading.
 - f. Wheaton's shipment registration or bill of lading number.
 - g. The original weight ticket or tickets relating to the determination of the weight of a shipment must be retained by Wheaton as part of the file on the shipment. All freight bills presented to collect any shipment charges dependent on the weight transported must be accompanied by true copies of all weight tickets obtained in the determination of the shipment weight.
4. The provisions of paragraph (2), (3) and (5) of this item shall not apply to shipments tendered to Wheaton in containers or to shipments consisting solely of machinery (including auxiliary and component parts thereof) which are being transported by Wheaton pursuant to the definition of household goods in paragraph (3) of Item 182 of this tariff; provided, the weight of each shipment is certified by the shipper thereof on the bill of lading covering such shipments.
5. **Reweighing of Shipments.** Before the actual commencement of the unloading of a shipment weighed at origin and after the shipper is informed of the billing weight and total charges, the shipper may request a reweigh. **The charges shall be based on the reweigh weight.**

When the shipper requests a reweigh, the shipper shall have the right, as provided in Paragraph 2(g) of this item to observe the reweighing procedure. If the shipper elects not to observe a reweighing, the shipper must waive that right in writing. The individual shipper may send the waiver notification via fax transmission; email; overnight courier; or certified mail, return receipt requested.

ITEM 41 SHIPMENT DEFINITION AND CONSOLIDATION OF SHIPMENTS

(Effective: January 1, 2008)

The term "shipment" means property tendered by one shipper, and accepted by Wheaton for loading the same day or consecutive days, at one place of origin, for one consignee, at one destination, and covered by one bill of lading. 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(s). (See Item 151, Storage-In-Transit, for computation of charges on a portion of shipment stored in transit.)

Note: Refer to the provisions of Item 103, Note 8, when more than one origin or one destination is applicable.

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PART C: PROVISIONS APPLICABLE TO SHIPMENT SERVICES

ITEM 43
SHIPPER PACKED ITEMS, MARKING OR TAGGING FREIGHT
(Effective: January 1, 2008)

1. Articles of fragile or breakable nature must be properly packed.
2. Packages containing fragile articles or articles consisting wholly or in part of glass, when packed by the shipper or his agent, must be marked by plain and distinct letters designating the fragile character of contents.
3. When articles of furniture, consisting wholly or in part of glass are covered or wrapped by the shipper or his agent, such articles shall be wrapped in a manner to clearly expose glass surfaces or glass portions.
4. Where Wheaton or its agent believes that it is necessary that the contents of packages be inspected, arrangements shall be made to conduct such inspection at the cost of the shipper.
5. Where articles are not packed or are improperly packed, crated or boxed and by reason thereof the articles not packed or contents of containers are more susceptible to damage, Wheaton may arrange to have such articles properly packed at charges shown in this tariff, at shipper expense.
6. Wheaton may refuse to accept for transportation any article(s) determined to be improperly packed or which cannot otherwise be transported safely or which may damage other items in the shipment.
7. Any acceptance of any item without inspection shall not be a waiver of Wheaton's right to deny a claim for damage based upon improper packing, crating or boxing.

ITEM 45
CLASSIFICATION OF PARTS OR PIECES OF A COMPLETE ARTICLE
(Effective: January 1, 2008)

Each shipping piece or package and contents thereof shall constitute one article except the total component parts of any article taken apart or knocked down for handling or loading in vehicle shall constitute one article for the purpose of determining Wheaton's liability as provided in Item 25.

NOTE: When an entire shipment is transported in containers, lift vans or shipping boxes, each shipping package, piece or loose item not enclosed within a package in such containers, lift vans or shipping boxes will constitute the article.

EXCEPTION: This item has no application when shipment is released to a valuation greater than \$0.60 per pound per article.

ITEM 48
REMOVAL OR PLACEMENT OF PROPERTY
FROM OR TO INACCESSIBLE LOCATIONS
(Effective: January 1, 2008)

It is the responsibility of the shipper for removal or placement of property from or to attics, basements and other locations, and to make property available to Wheaton where the location of property and goods to be shipped or delivered is (1) not accessible by a permanent stairway (does not include ladders of any type), (2) not adequately lighted, (3) does not have a flat continuous floor, and (4) does not allow a person to stand erect. If the shipper or owner requests and Wheaton agrees to removal or placement of property from or to such areas not readily accessible, Item 125, Labor Charges, will apply for this service.

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PART C: PROVISIONS APPLICABLE TO SHIPMENT SERVICES

ITEM 50

IMPRACTICAL OPERATIONS AND APPLICATION OF SHUTTLE SERVICE

(Effective: January 1, 2008)

(A) - IMPRACTICAL OPERATIONS

Nothing in this tariff shall require the carrier to perform any service at any point or location where, through no fault or neglect of the carrier, the furnishing of such services is impracticable because:

1. The conditions of roads, streets, driveways, alleys or approaches thereto would subject operations to unreasonable risk of loss or damage to life or property;
2. Loading or unloading facilities are inadequate;
3. Any force majeure, war, insurrection, riot, civil disturbance, strike, picketing or other labor disturbance would (1) subject operations to unreasonable risk of loss or damage to life or property or (2) unreasonably jeopardize the ability of the carrier to render linehaul or pickup or delivery or any other service from, to or at other points or locations;
4. Carrier's hauling contractors, carrier's employees or carrier's agents are precluded, for reasons beyond carrier's control, from entering premises where pickup or delivery is to be made;
5. Local, state or federal restrictions, regulations or laws prohibit performance of such services by linehaul equipment.

When service is impractical for reasons stated in this rule, and service can be completed through the employment of a shuttle service, see below, or the employment of the services of a third party, see Item 129.

(B) - APPLICATION OF SHUTTLE SERVICE

1. 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.
2. When it is physically impossible or unsafe for carrier to perform pickup 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 nature of an article or articles included in the shipment, the carrier shall hold itself available at point of pickup or tender delivery at destination at the nearest point of approach to the desired location where the road haul equipment can be made safely accessible.
3. 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 transferring the shipment between the origin or destination address and the nearest point of approach by the carrier's road haul equipment.
4. If the conditions cited above prevent the delivery of the shipment, Wheaton may place the shipment or any part thereof not reasonably possible for delivery, in storage at the nearest available warehouse of Wheaton, or, at the option of Wheaton, in a public warehouse, subject to a lien for all lawful charges. The liability on the part of Wheaton will cease when the shipment is unloaded into the warehouse and the shipment shall be considered as having been delivered.

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PART C: PROVISIONS APPLICABLE TO SHIPMENT SERVICES

5. Transportation charges to cover the movement of shipment or part thereof from point at which it was originally tendered to the warehouse location shall be computed on the 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.
6. When the origin or destination of the shipment, or a portion thereof, is located at a point accessible only by the use a ferry, the following provision applies:
 - a. When Wheaton's normal linehaul equipment cannot be accommodated by the ferry system, shuttle service will be provided, subject to the charge and provisions named in this item and Item 51.

**ITEM 51
SHUTTLE SERVICE**

(Effective: January 1, 2008)

Shuttle Service charges shall apply in addition to all other transportation or accessorial charges, for additional pickup or delivery services requested by the shipper or as required under provisions of Item 50, subject to the provisions of Item 50, Impracticable Operations and Application of Shuttle Service.

Except as otherwise provided, Shuttle Service charges apply at the point where the service is performed, pursuant to the Stopoff provisions of Item 52. The charges shown include the cost of the shuttle vehicle and labor required to perform the shuttle service. Other Additional Services may apply depending upon the circumstances and conditions at the pickup and delivery locations. These include, but are not limited to, Waiting Time (Item 125), and Stopoffs (Item 52).

SHUTTLE SERVICE CHARGES. The charges provided are applicable when Shuttle Service is performed at job sites (residences or storage locations) that are within 25 miles of the location (storage facility or rental facility) where the shuttle vehicle is provided or obtained.

ADDITIONAL DISTANCE CHARGE. If the distance between the storage facility or the rental facility where the shuttle vehicle is rented or obtained and the job site is more than 25 miles, an additional charge applies for each 25 miles, or fraction thereof. This charge is in addition to the shuttle charge otherwise provided for in this item. (If the distance between the storage facility or the rental facility and the job site is 25 miles or less, the Additional Distance Charge does not apply.)

1. **When Overtime Shuttle Service is requested** by the shipper, overtime charges apply when service is performed between 5:00 p.m. and 8:00 a.m., Monday through Friday, or at any time on Saturdays, Sundays and Holidays. Overtime charges will not apply when service is performed for carrier's convenience.
2. Charges apply based on the weight of the shipment, or portion thereof, that is loaded or unloaded, (plus weight additives of Item 112 when applicable), subject to a minimum weight of 1000 pounds.
3. Pursuant to Item 180 of the tariff, Mileage Guide 18 shall be used to determine the distance-based rates in this item.

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ITEM 52
STOPOFFS AND DIVERSIONS
(Effective: January 1, 2008)

(A) - STOPOFFS

At the request of the consignee, consignor or owner, extra stops or calls will be made at locations necessary to accomplish the extra pickup or extra delivery of portions of the shipment.

1. Extra stops or calls are additional pickups made after the first pickup or additional deliveries made prior to the final delivery of the shipment. Each such extra stop or call shall constitute an extra pickup or delivery. An **extra stopoff fee will apply** for each extra pickup or delivery that is performed, in addition to the transportation and additional service charges provided in Paragraphs (2) and (3) below.
2. The transportation charges on shipments with extra pickups or extra deliveries will be determined based on the weight of the total shipment, including any additional weight picked-up or delivered at any stopoff(s), rated on zip code-to-zip code miles **FROM** the point of origin **TO** point of destination **VIA** any stopoff point(s). When the stopoff point(s) is located within the same zip code (i.e. first three digits) area as the shipment origin or destination, or when two (2) or more stopoff points are both located within the same zip code (i.e. first three digits) area, 10 miles for each stopoff will be added to the total transportation distance.
3. The rates for additional services performed in conjunction with any **extra pickup(s) will be based on the additional service rates applicable at shipment origin** and the rates for additional services performed in conjunction with any **extra delivery(s) will be based on the additional service rates applicable at shipment destination**.

(B) - DIVERSIONS

Upon instructions from the consignee or owner, the shipment will be diverted subject to the following terms and conditions. Wheaton may require that all such instructions be in writing.

1. The term "diversion" as used herein means, either:
 - a) A change (after loading of the vehicle) in the destination of the shipment outside of the postal zip code area (or the Canadian mailing code area) of the original destination, or
 - b) A change in the route at the request of the consignor, consignee or owner.
2. When Wheaton receives an order for diversion, diligent effort will be made to locate the shipment and effect the change desired, but Wheaton is not responsible for failure to effect the change ordered, unless such failure is due to error or negligence on the part of Wheaton.
3. The transportation charges on shipments diverted to a new destination, while the vehicle is en route or upon arriving at the original destination will be determined based on the total transportation charge from the shipment origin to the point where the shipment was diverted, plus the transportation charge from the point where the shipment was diverted to the final destination.
4. On shipments diverted to a warehouse for storage-in-transit at a location other than the original destination, the warehouse will be considered the destination point, and transportation charges to the warehouse will be assessed under the provisions of paragraph (3) of this item. Charges for storage and further transportation will apply based on the rates and charges named in this tariff.

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PART C: PROVISIONS APPLICABLE TO SHIPMENT SERVICES

5. If instructions are received to divert a shipment that is in storage-in-transit, the shipment will be rated as stated in paragraph (3) of this item. For rating purposes, the location of the storage facility will be considered the diversion point.

**ITEM 56
DAY CERTAIN LOADING
(Effective: January 1, 2008)**

When requested in writing by the shipper or his agent and after the shipper or his agent have been notified of tariff rates for this service, a specific loading date may be agreed upon between the shipper and Wheaton. Day Certain Loading includes pickup from residence, transportation to Wheaton agent's warehouse, handling into the warehouse, holding, and handling out of the warehouse for further interstate movement; or direct loading by the over-the-road van.

Charge for this service is as provided in Item 151, Pickup and Delivery to/from Storage-In-Transit.

Note 1: This item will not apply if Storage-In-Transit at origin or Small Shipment Expedited Service has been ordered.

Note 2: This item applies only to shipments described in Paragraph (1) of Item 182, Commodity Description.

**ITEM 59
SMALL SHIPMENT EXPEDITED SERVICE FOR NEW YORK CITY
(Effective: January 1, 2008)**

When requested in writing by the shipper or his agent and after shipper or his agent have been notified of tariff rates for this service, a specified loading time may be agreed upon between the shipper and Wheaton. When the shipment originates in a Borough of New York City, NY, Small Shipment Expedited Service includes pickup from residence, transportation to Wheaton agent's warehouse, handling into the warehouse, holding for not more than 20 days, and handling out of the warehouse for further interstate movement.

Note 1: This item will not apply if Storage-In-Transit at origin or Day Certain Loading at origin has been ordered.

Note 2: This item applies on shipments rated at 4,000 lbs. or less.

**ITEM 62
PEAK SEASON - MINIMUM CHARGE
(Effective: January 1, 2008)**

For shipments loading on or between May 15 and the first Monday in September (Labor Day), in lieu of the minimum weight specified in Item 107, shipments transported under the provisions of this tariff weighing less than 2,100 pounds shall be accepted only at a weight of 2,100 pounds and applicable rates and charges based on weight shall be subject to a 2,100 pound minimum.

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ITEM 63
PICKUP AND DELIVERY SERVICE
(Effective: January 1, 2008)

Wheaton will provide pickup and delivery services within the agreed upon dates listed on the Bill of Lading. In the event that pickup or delivery is delayed, Wheaton agrees to reimburse the shipper as follows: (1) either 100% of commercial lodging and 50% of meals up to \$150.00 per day, or (2) the extraordinary expenses incurred by shipper directly related to the delay, up to a maximum of \$150.00 per day.

Extraordinary expenses are those reasonable expenses which would not otherwise be incurred in the ordinary course of the household except for the delay. Under either election, payment shall not be made until paid receipts have been received by Wheaton and total reimbursement shall not exceed the amount of the discounted and collected linehaul charges.

This item is further subject to the following

NOTE 1 This item applies only to shipments described in Item 182, Commodity Description.

NOTE 2: This item applies only for shipments with a billed weight of 3,500 pounds or more.

NOTE 3: This item applies only when shipper submits a written claim for reimbursement to Wheaton within 30 days after delivery.

NOTE 4: No payment will be made by Wheaton until all transportation charges have been paid by or on behalf of the shipper.

NOTE 5: This item applies only to interstate shipments transported between points in the United States (excluding AK and HI).

NOTE 6: Late pickup does NOT apply on shipments loaded from storage at origin.

NOTE 7: Late delivery reimbursement does NOT apply on shipments delivered to storage at destination.

NOTE 8: This item does NOT apply on diverted shipments as described in Item 52, Reconsignment or Diversion.

NOTE 9: This item does NOT apply when delay is caused by conditions beyond Wheaton's control, including, but not limited to, circumstances described in Section 2 of Wheaton's Bill of Lading and Item 50, "Impractical Operations" of its applicable tariff.

NOTE 10: Reasonable dispatch rules contained in 49 C.F.R 375.103 WILL apply to this item.

NOTE 11: When a shipment or portion thereof is lost or destroyed in transit, the provisions of this item will NOT apply to such shipment or portion thereof which cannot be delivered due to such loss or destruction.

NOTE 12: This item does NOT apply to any overflow portion of a shipment when the overflow weight represents less than 20% of the total shipment weight and contains non-essential items (possessions not needed to maintain day-to-day housekeeping during the period of time between delivery of the main portion of the shipment and delivery of the overflow).

NOTE 13: Allowance does NOT apply in the case of late delivery of automobiles.

NOTE 14: This item does not apply to the purchase of furniture or appliances.

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ITEM 70 NEW BEGINNINGS PROGRAM

(Effective: January 1, 2008)

Upon request by shipper, prior to loading, and subject to Wheaton's acceptance when the New Beginnings Program is confirmed in writing on the Estimate/Order for Service for shipments of personal effects when transported for persons 50 years of age and older, the following services are available:

CLAIM SETTLEMENT GUARANTEE

Wheaton guarantees that claims for lost or damaged goods, for which it is liable, will be settled, or a firm settlement offer made, within 30 days of receipt by Wheaton at its headquarters in Indianapolis, IN, of a completed, fully supported claim. If a completed claim is not resolved, or a firm settlement offer is not made, within 30 days of receipt, Wheaton will pay shipper \$25.00 per day, up to a maximum of \$250.00.

REPLACEMENT VALUE PROTECTION DISCOUNT

Wheaton shall provide a reduction to charges for Item 25, Replacement Value Protection, of fifty dollars (\$50.00).

HOTEL ROOM DISCOUNT

A discount on Choice Hotel rooms is available.

GUARANTEED PICKUP AND DELIVERY.

Wheaton will provide pickup and delivery services within the agreed upon dates listed on the Bill of Lading. In the event that pickup or delivery is delayed, in lieu of Item 71, Wheaton agrees to reimburse the shipper \$150 per day, regardless of actual expenses, not to exceed the amount of the discounted collected linehaul charges, subject to the following:

NOTE 1: This item applies only to shipments described in Item 182, Commodity Description.

NOTE 2: This item applies only when shipper submits a written claim for reimbursement to carrier within 30 days after delivery.

NOTE 3: This item applies only to interstate shipments transported between points in the United States (excluding AK and HI).

NOTE 4: Late pickup does NOT apply on shipments loaded from storage at origin.

NOTE 5: Late delivery reimbursement does NOT apply on shipments delivered to storage at destination.

NOTE 6: This item does NOT apply on diverted shipments as described in Item 52, Reconsignment or Diversion.

NOTE 7: This item does NOT apply when delay is caused by conditions beyond carrier's control, including, but not limited to, circumstances described in Item 50, Impracticable Operations.

NOTE 8: When a shipment or portion thereof is lost or destroyed in transit, the provisions of this item will NOT apply to such shipment or portion thereof which cannot be delivered due to such loss or destruction.

NOTE 9: This item does NOT apply to any overflow portion of a shipment when the overflow weight represents less than 20% of the total shipment weight and contains non-essential items (possessions not needed to maintain day-to-day housekeeping during the period of time between delivery of the main portion of the shipment and delivery of the overflow).

NOTE 10: Allowance does NOT apply in the case of late delivery of automobiles.

Verification of the age of the shipper must be furnished to Wheaton or to Wheaton's agent prior to the signing of an order for service applicable to the shipment.

These terms are available to be used in conjunction with other tariff provisions.

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**ITEM 71
GUARANTEED SERVICE PROGRAM**

(Effective: January 1, 2008)

Upon request and when Guaranteed Service Program service is specified and confirmed in writing on the Estimate/Order for Service, Wheaton will provide pickup and delivery services within dates consistent with Wheaton's Transit Time Guide. In the event that pickup or delivery is delayed, Wheaton agrees to reimburse the shipper, \$500 per day, regardless of actual expense, and not to exceed the amount of the discounted collected linehaul charges, subject to the following:

- NOTE 1: This item applies only to shipments described in Item 182, Commodity Description.
- NOTE 2: This item applies only when shipper submits a written delay claim for reimbursement to Wheaton within 30 days after delivery.
- NOTE 3: This item applies only to interstate shipments transported between points in the United States (excluding AK and HI).
- NOTE 4: Late pickup does NOT apply on shipments loaded from storage at origin.
- NOTE 5: Late delivery reimbursement does NOT apply on shipments delivered to storage at destination.
- NOTE 6: This item does NOT apply on diverted shipments as described in Item 52, Reconsignment or Diversion.
- NOTE 7: This item does NOT apply when delay is caused by conditions beyond Wheaton's control, including, but not limited to, circumstances described in Item 50, Impracticable Operations.
- NOTE 8: When a shipment or portion thereof is lost or destroyed in transit, the provisions of this item will NOT apply to such shipment, or portion thereof, which cannot be delivered due to such loss or destruction.
- NOTE 9: This item does NOT apply to any overflow portion of a shipment when the overflow weight represents less than 20% of the total shipment weight and contains non-essential items (possessions not needed to maintain day-to-day housekeeping during the period of time between delivery of the main portion of the shipment and delivery of the overflow).
- NOTE 10: Allowance does NOT apply in the case of late delivery of automobiles.
- NOTE 11: No payment will be made by Wheaton until all transportation charges have been paid by or on behalf of the shipper.
- NOTE 12: Replacement Value Protection (Item 25) if purchased by the shipper will be provided at a 25% discount from the current tariff charges.
- NOTE 13: The minimum billed weight is 5,000 pounds.
- NOTE 14: Wheaton guarantees that claims for lost or damaged goods, for which it is liable, will be settled, or a firm settlement offer made, within 30 days of receipt by Wheaton at its headquarters in Indianapolis, IN, of a completed, fully supported claim. If a completed claim is not resolved, or a firm settlement offer is not made, within 30 days of receipt, Wheaton will pay shipper \$25.00 per day, up to a maximum of \$250.00.
- NOTE 15: Item 63 (Pickup and Delivery Service) and Item 70 (New Beginnings Program) do NOT apply when shipments move under this provision.
- NOTE 16: The first day of the load spread must be on or between August 1, 2007 and May 15, 2008.

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ITEM 100
APPLICATION OF TRANSPORTATION CHARGES
(Effective: January 1, 2008)

1. The Transportation Charges in this tariff INCLUDE:
 - The loading of the shipment at the point of origin, transportation to the point of destination and the unloading of the shipment at destination, which may be into storage-in-transit. (See Item 151).
 - But do not include any of the other Additional Services provided under this tariff.
2. The Transportation Charges and Additional Service Charges apply for the transportation of household goods between points in the United States and Canada as provided for in Item 3 of the tariff. The Transportation Charges apply between US postal zip codes and between US postal zip codes and Canadian postal codes. In order to display all of the thousands of possible zip code and postal code combinations, **the charges are contained in the electronic software portion of the tariff** rather than a paper format.

ITEM 103
APPLICATION OF CHARGE PROVISIONS
(Effective: January 1, 2008)

1. The tariff charges apply for shipments of Household Goods.
2. The Transportation Charges and Additional Service Charges apply without additional valuation charges when the shipment is released to a value not exceeding 60 cents per pound per article. When the shipment is released or declared at a valuation greater than 60 cents per pound per article, the valuation charges shown in Item 25 will apply in addition to the other applicable tariff charges.
3. If the United States or the Canadian Postal Service changes a three-digit code area of a postal zip code or a Canadian Postal Code after the effective date of this tariff, the old 3-digit code area shall be used for rating purposes until a new corresponding 3-digit code area is incorporated into a revised edition or a supplement to this tariff, including the electronic software portion.
4. The Transportation Charges apply based on the actual weight of the shipment plus the weight additives named in Item 112, when applicable, subject to the minimum weights provided in the rules of the tariff.
5. For Canadian shipments, the Transportation Charges include customs clearance but do not include storage-in-transit, brokerage fees or the cost of any other services required to be performed by third persons. If customs clearance requires that any cargo be unloaded/reloaded on the vehicle, such service will be provided by Wheaton at the Labor rates in Item 125. When shipments move in bond, the charge for Waiting Time, Item 125, will apply while holding the shipment pending the arrival of Customs Officials for clearance prior to delivery or the shipment may be placed in storage-in-transit at the option of Wheaton. Bonded storage service will be provided at the shipper's request, subject to the charges named in the tariff software, in addition to the charges provided in Item 157.
6. The Transportation Charges on Canadian shipments requiring United States Customs clearance at a point other than final destination will be assessed on the mileage from origin to final destination via the required United States Customs clearance point.
7. The Transportation Charges in the tariff also apply BETWEEN points in the 48 contiguous United States (including the District of Columbia) AND points in Alaska (via motor-water-motor routes or via all-motor routes) as provided for in the software (as selected by the tariff user, based on the actual mode of transport).

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8. Extra stops or calls (also referred to as "Stopoffs") are additional pickups made after the first pickup or additional deliveries made prior to the final delivery of the shipment. Each such extra stop or call shall constitute an extra pickup or delivery. The Transportation Charges on shipments with extra pickups or extra deliveries will be determined based on the weight of the **total shipment**, including any additional weight picked-up or delivered at any stopoff(s), rated on zip code-to-zip-code miles **FROM** the point of origin **TO** point of destination **VIA** any stopoff point(s).
9. The Additional Service Charges for services performed in conjunction with any **extra pickup(s)** will be **based on the Additional Service Charges applicable at shipment origin** and the Additional Service Charges for services performed in conjunction with any **extra delivery(s)** will be **based on the Additional Service Charges applicable at shipment destination**.

ITEM 107
MINIMUM CHARGE
(Effective: January 1, 2008)

Except as may be otherwise specifically provided for in this tariff, or as amended, shipments transported under the provisions of this tariff weighing less than 1,000 pounds shall be accepted only at a weight of 1,000 pounds and applicable rates and charges based on weight shall be subject to 1,000 pound minimum.

All shipments are subject to weighing provisions as provided in Item 38.

ITEM 109
SERVICE CHARGES BASED ON MINIMUM WEIGHT OR MINIMUM VOLUME
(Effective: January 1, 2008)

1. When service charges for shipments of individual shippers as described in Item 182 of this tariff are based on minimum weights or volume, Wheaton must indicate on the order for service the minimum weight or volume - base rate, and the minimum charges applicable to the shipment.
2. If Wheaton fails to comply with the provisions of paragraph (1) of this item, the minimum weight or volume provisions will not apply, and in lieu thereof, the actual weight or actual volume of the shipment will be used to determine the applicable transportation charges.

ITEM 112
LIGHT AND BULKY ARTICLE CLASSIFICATIONS AND WEIGHT ADDITIVES
(Effective: January 1, 2008)

When a shipment includes light or bulky articles as listed below, an additional loading and unloading charge or weight additive will apply, subject to the terms of this item.

Exception: Bulky article charge or weight additive does not apply to articles capable of being safely hand-carried by one person and/or transported in standard containers as listed in Item 120, Container Service.

(A) - BULKY ARTICLE CHARGES:

1. AUTOMOBILES, PICKUP TRUCKS (with or without mounted camper shells), SPORT UTILITY VEHICLES, VANS, DUNE BUGGIES and OTHER SPECIALTY MOTOR VEHICLES, any type or size
2. MOTORCYCLES, MOTORBIKES, GO-CARTS, THREE OR FOUR-WHEEL ALL TERRAIN VEHICLES, SNOWMOBILES, MOTORIZED GOLF CARTS, RIDING MOWERS, TRACTORS, TRAILERS (including pop-up trailers) (excluding boat trailers, horse trailers, travel camper trailers, utility trailers and mini-mobile homes, see Weight Additives below) and FARM IMPLEMENTS or EQUIPMENT, any type or size

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3. CANOES, DINGHIES, JET SKIS, KAYAKS, ROWBOATS, SCULLS, SKIFFS and WINDSURFERS, measuring less than 14 feet in length (over 14 feet, see Weight Additives below)
Note: When mounted on trailer, bulky article charge will apply twice (i.e. once for each article named and once for each trailer).
4. PLAY HOUSES, DOLL HOUSES, TOOL SHEDS, UTILITY SHEDS, ANIMAL KENNELS or HOUSES (Transported set-up, not dismantled)
5. BATH TUBS, HOT TUBS, SPAS, WHIRLPOOL BATHS and JACUZZIS, measuring less than 65 cubic feet in dimension (Transported set-up, not dismantled)
6. LARGE-SCREEN PROJECTION TELEVISIONS, 40 inches and over
7. ORGANS, PIANOS AND HARPSICHORDS – charges apply and are determined by size of article:
 - a) PIPE ORGANS, PIANOS and HARPSICHORDS of 45 inches or less in height
 - b) PIANOS, ORGANS and HARPSICHORDS in excess of 45 inches in height
 - c) GRAND PIANOS, 5 to 6 feet in length
 - d) GRAND PIANOS, over 6 feet in length
 - When a PIANO or ORGAN is valued in excess of \$0.60 per pound, Wheaton may arrange for pickup at origin by a piano or organ “dealer” for preparation for shipment to destination via Wheaton. Wheaton may deliver the PIANO or ORGAN to a piano or organ “dealer” at destination for servicing and final delivery to the shipper’s residence.
 - Charges for the “dealer” (third party) will be in addition to all other lawful rates and charges and will be shown as Advanced Charges (Item 129).

(B) - WEIGHT ADDITIVES:

1. Subject to weight additive of 700 pounds:
 - a) BATH TUBS, HOT TUBS, SPAS, WHIRLPOOL BATHS and JACUZZIS, measuring 65 cubic feet and over in dimension (Transported set-up, not dismantled) (See Note 5)
 - b) BOATS AND SAILBOATS, measuring less than 14 feet in length
 - c) CAMPER SHELLS, any size, not mounted
 - d) CANOES, DINGHIES, JET SKIS, KAYAKS, ROWBOATS, SCULLS, SKIFFS and WINDSURFERS, measuring 14 feet and over in length
2. Subject to weight additive of 1600 pounds:
 - a) UTILITY TRAILERS, BOAT AND SAILBOAT TRAILERS, any length
3. Subject to weight additive of 2500 pounds:
 - a) BOATS AND SAILBOATS, measuring 14 feet and over in length
4. Subject to weight additive of 7000 pounds:
 - a) TRAVEL CAMPER TRAILERS
 - b) MINI-MOBILE HOMES (excluding utility and pop-up trailers)
 - c) CAMPERS (excluding camper shells) not mounted on trucks
 - d) HORSE TRAILERS

Note 1: When a weight additive is applicable for an article, all charges (transportation and accessorial charges) will be based on the net scale weight of the shipment (or portion thereof), plus the weight additive amount, unless otherwise provided in this tariff.

Note 2: Loading and Unloading Charges include both loading and unloading service and the handling of and blocking of such article, and applies each time a combined loading and unloading service is

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required, including shipments requiring shuttle service or storage-in-transit (except for Wheaton's convenience).

Note 3: Bulky Article/Weight Additive provisions are applicable on boats, sailboats, canoes, skiffs, rowboats, dinghies, sculls, and kayaks without regard to whether such articles are mounted or not mounted on trailers, and apply separately for each article, i.e. once for the boat and again for the trailer.

Note 4: When a shipment contains two or more articles subject to the weight additive, the total weight additives for that shipment will be the sum of the individual additives for each article calculated separately.

Note 5: Except as otherwise provided, in determining lengths for the purpose of this item, all fractions of a foot will be disregarded.

For Bath Tubs, Hot Tubs, Spas, Whirlpool Baths and Jacuzzis, the determination of dimension will be arrived at by measuring the outside of the item and multiplying the item's width times the length times the height (in inches) and dividing the result by 1728 (the number of cubic inches in a cubic foot). Round the total up to the next whole number to determine the total number of cubic feet.

For example, 74 inches wide times 84.5 inches long times 33 inches high equals 206,349 cubic inches divided by 1,728 equals 119.41 cubic feet, which rounds up to 120 cubic feet.

Note 6: The length of boats, canoes, skiffs, rowboats, kayaks or sailboats shall be determined by the straight center line distance between the top center point of the transom and a point perpendicular with the foremost part of the bow. Manufacturer's "length overall" or "center line length" shall apply as the correct length for the purposes of this item in lieu of physical measurement by Wheaton.

Note 7: Unless otherwise specifically provided, the Bulky Article Charge or Weight Additive WILL APPLY for any of the articles contained in this item either whole or in a disassembled or partially disassembled condition. Weight Additives will be based on the longest applicable disassembled part. Refer to Note 6 above for proper measurement of specified articles.

Note 8: On shipments having movement via water, a loading or unloading from carrier's vehicle may be required at the Alaskan port for transportation by the ocean vessel, and a further loading or unloading of carrier's vehicle at Seattle or Tacoma, WA. If transported to or from Alaska via all motor service, an additional loading or unloading will be required when it is necessary to transfer shipment to another vehicle to provide special equipment for the through movement.

EXCEPTION: This item WILL NOT APPLY when shipper orders Exclusive Use of a Vehicle under Item 35 Paragraph (B).

ITEM 115
FUEL COST PRICE ADJUSTMENT (SURCHARGE)
(Effective: January 1, 2008)

A Fuel-Related Cost Price Adjustment (Surcharge) will apply on the transportation portion of the Transportation Charges as provided herein.

1. On the first Monday of each calendar month, the "national U.S. average" price per gallon of diesel fuel will be determined based on the price stated by the U.S. Department of Energy (DOE), Energy Information Administration's (EIA) survey of "Retail On-Highway Diesel Prices." This price will be obtained by calling the DOE Fuel Hot Line at 202-586-6966 or via the DOE Internet web site at www.eia.doe.gov.

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2. If the first Monday of the calendar month is a Federal holiday, the price will be determined based on the stated DOE price available on the next subsequent business day (Tuesday).
3. The DOE fuel price obtained will then be indexed based on the fuel price/adjustment factor matrix set forth in this item to determine the Fuel Cost Price Adjustment that will become applicable on the fifteenth (15th) day of the same month. The adjustment determined will apply for shipments loaded beginning on the 15th day of the month and remain in effect through the 14th day of the following month starting from the effective date of this item.

For example, if the reported price of self-service diesel fuel determined on Monday, June 2nd is \$2.099 per gallon, a 2.7% percent Fuel Cost Price Adjustment will apply for shipments loaded as of June 15th through July 14th. Then, if the reported price of diesel fuel on Monday, July 7th increases to \$2.249 per gallon, a 3.6% percent Fuel Cost Price Adjustment will apply for shipments loaded as of July 15th through August 14th.

4. Notwithstanding any other provisions of the tariff, the Fuel Cost Price Adjustment WILL ALSO APPLY to the transportation charges applicable on SIT shipments when such shipments are delivered to or removed from the storage-in-transit location during the period that a Fuel Surcharge is in effect.

When the DOE Fuel Price Per Gallon reported on the first Monday of the month is:	The Fuel Cost Adjustment Factor that becomes effective on the 15 th day of the same month is:	When the DOE Fuel Price Per Gallon reported on the first Monday of the month is:	The Fuel Cost Adjustment Factor that becomes effective on the 15 th day of the same month is:
Less than \$1.60	0.0%	From \$3.20 to \$3.399	8.1%
From \$1.60 to \$1.799	0.9%	From \$3.40 to \$3.599	9.0%
From \$1.80 to \$1.999	1.8%	From \$3.60 to \$3.799	9.9%
From \$2.00 to \$2.199	2.7%	From \$3.80 to \$3.999	10.8%
From \$2.20 to \$2.399	3.6%	From \$4.00 to \$4.199	11.7%
From \$2.40 to \$2.599	4.5%	From \$4.20 to \$4.399	12.6%
From \$2.60 to \$2.799	5.4%	From \$4.40 to \$4.599	13.5%
From \$2.80 to \$2.999	6.3%	From \$4.60 to \$4.799	14.4%
From \$3.00 to \$3.199	7.2%	From \$4.80 and over	See Note 1

Note 1: If the DOE fuel price per gallon exceeds \$4.799, the 14.4% fuel surcharge, subject to paragraphs 1 through 4 herein, will be increased by an additional 0.9% for every twenty (\$0.20) cents, or fraction thereof, per gallon increase in the price above \$4.799 per gallon.

ITEM 120
CONTAINER SERVICE
(Effective: January 1, 2008)

Except as otherwise provided, Container Service charges apply at the location where the service is provided when Wheaton performs packing, unpacking, debris removal, crating or uncrating service for the shipment (See Part 5, Notes 1,2 and 6).

PART 1 - FULL SERVICE PACKING (See Part 5, Note 6)

Full Service Packing includes *all of the containers, materials and packing service required* and provided by Wheaton to pack the shipment for interstate transportation (See Part 5, Note 7).

Full Service Packing rates apply based on the weight of the shipment and includes all containers furnished by Wheaton and the packing of such containers. All containers remain the property of the consignee. If the consignee or his agent requests unpacking (which includes disposal of such containers, if requested), separate rates apply for Full Service or Custom Service Unpacking, as requested by the

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shipper, in addition to the rates for Full Service Packing. If Wheaton is requested to perform Full Service Unpacking on a date after the date of delivery, a minimum charge will apply.

Full Service Packing charges **do not include** crating service; refer to Part 4 of this item for crating service provisions.

The charges in this Part apply based on the weight of the shipment, subject to Item 107. The weight (See Part 5, Note 3) of motor passenger vehicles (automobiles, pick-up trucks, vans, sport utility vehicles, dune buggies, and specialty motor vehicles) and any weight additives applicable in Item 112, will be deducted from the shipment weight prior to determining the Full Service Packing charges contained in this Part.

PART 2 - CUSTOM SERVICE PACKING (See Part 5, Note 6)

Custom Service Packing applies on a per container basis for individual containers (excluding crates) requested by the shipper or his agent and provided by Wheaton to pack items not packed by the shipper.

Custom Service Packing rates apply on a per container basis, and include the containers furnished and the packing of such containers furnished by Wheaton when the shipper elects to pack a portion but not an entire shipment (see Part 5, Notes 4 and 5). All containers remain the property of the consignee. Custom Service Packing is not applicable and will not apply when the shipper has requested Full Service Packing as described in Part 1 of this item. If the consignee or his agent requests unpacking (which includes disposal of such containers, if requested), separate rates apply for Custom Service Unpacking in addition to the rates for Custom Service Packing. If Wheaton is requested to perform Custom Service Unpacking on a date after the date of delivery, a minimum charge will apply.

Custom Service Packing rates **do not include** crating service; refer to Part 4 of this item for crating service provisions.

In the event two or more containers must be joined because of the size, shape or character of the item or items to be packed, each such container that is so joined will be counted as one container for rating purposes. For example, if three (3) corrugated containers are joined to pack an oversize painting, the number of containers used for rating purposes would be three (3).

When containers of more than 3 cubic foot capacity are used and no rate is shown for the container size, the rate shall be based on the next lower size container indicated. In applying rates for mattress containers, if the size furnished exceeds any one of the dimensions for which rates are shown, the rates for the next larger size will apply.

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DESCRIPTIVE APPLICATION OF PARTS 1 AND 2

1. Apply Full Service Packing charges when the shipper elects to have the mover pack the entire contents of the shipment (or if the shipper plans on self-packing only a few items). For example, if the shipper plans on packing important papers, heirloom silverware, and some of their children's toys, they should select Full Service Packing.
2. Full Service Packing does not apply to items that are not normally packed for transit service, such as items that are blanket-wrapped.
3. Apply Custom Service Packing charges when the shipper elects to pack a portion but not all of the contents of their shipment and directs the mover to pack only selected items (breakable, valuable or fragile items.) For example, if the shipper plans on packing all of their folded clothing, shoes, linens, quilts, pillows, books, pots and pans, flatware and all of their other non-breakable household items, they should select Custom Service Packing.

Shipper will designate either Full Service Packing or Custom Service Packing based on these or similar examples and the circumstances of their move before packing/loading begins.

PART 3: DEBRIS REMOVAL SERVICE

Debris Removal Charges apply when Wheaton is requested by the shipper to perform debris removal of shipper-unpacked containers subsequent to the date of delivery.

When debris removal is performed in conjunction with unpacking service, a debris removal charge will not apply for the containers unpacked by Wheaton.

Debris removal service performed subsequent to delivery must be performed within thirty (30) days of delivery date.

PART 4: CRATING SERVICE

Crating Service charges apply when Wheaton is requested to provide crates (specially constructed for mirrors, paintings, glass or marble tops and similar fragile articles) based on the gross measurement of the crate (subject to a four (4) cubic foot minimum). The packing service charge for crates includes the construction and packing of such crates, which remain the property of the consignee. Separate charges apply for the unpacking of crates.

In the event Wheaton does not possess qualified personnel to construct such crates, Wheaton will, upon request of the shipper, owner or consignee, and as their agent, engage a third party to construct such crates. All charges for services provided by third parties must be paid by the shipper and apply in lieu of the crating and/or uncrating charges contained in this item. Such charges will be advanced by Wheaton and billed as an advanced charge in accordance with Item 129 (Advancing Charges).

PART 5: PROVISIONS REGARDING APPLICATION OF CONTAINER CHARGES

Note 1. Extra Stops. On shipments picked up or delivered at more than one location, the initial point of origin and the final point of delivery shall be the basis for the determination of rates and charges under this item.

Note 2. Overtime Hours. Container Service Charges for packing, unpacking, debris removal and crating/uncrating apply when service is performed during regular service hours, which, for purposes of this item, are defined as between 8:00 a.m. and 5:00 p.m. Monday through Friday (excluding Holidays). **When service is performed on Saturdays, Sundays or Holidays, or**

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between the hours of 5:00 p.m. and 8:00 a.m. Mondays through Fridays, charges for overtime service will apply.

Note 3. Determining Weights. Wheaton may substitute manufacturer's weight for automobiles, pick-up trucks, vans, sport utility vehicles, dune buggies, and specialty motor vehicles in lieu of obtaining separate weight tickets on these articles whenever such articles are included within a shipment. Manufacturer's weight will be obtained from either the Branham Automobile Reference Book, the National Automobile Dealer's Association Official Used Car Guide, or from other appropriate reference sources of manufacturer's weight, or the shipper may provide Wheaton with copies of manufacturer's documents evidencing the weight of the article included in a shipment.

Note 4. Containers Furnished by Shipper. Container Service Charges in this item **apply ONLY for containers that are furnished by Wheaton.** Extra Labor rates contained in Item 125 apply for the packing and/or unpacking of containers furnished by the shipper and packed or unpacked by Wheaton, except as provided in Note 7.

Note 5. Rates Not Applicable for Containers ONLY. The rates provided DO NOT APPLY for containers that are supplied but not packed by Wheaton.

Part 6. Non-Alternation of Rates. The provisions of Parts 1 or 2 of this Item apply at the election of the shipper prior to the commencement of packing and/or loading on a per shipment basis; except as otherwise specifically provided, the rates named in each Part do not alternate with the rates in any other Part.

Note 7. Repacking Shipper Containers under Full Packing Service. When Wheaton, to insure safe transportation, is required to repack containers that have been packed by the shipper, Item 125 (Extra Labor) rates will apply for the time spent unpacking such shipper-packed containers (the Item 125, Extra Labor, charges apply ONLY for the time spent opening and removing the contents of the shipper- packed containers; no additional repacking or container charges apply for such containers because these charges are already included in the Full Service Packing charges for the shipment).

ITEM 123
HOURLY RATES

(Effective: January 1, 2008)

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

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

ITEM 125
EXTRA LABOR, SPECIAL SERVICES AND WAITING TIME

(Effective: January 1, 2008)

The hourly rates named herein will apply for services performed by Wheaton, except as otherwise specified herein. Rates apply based on the location where the service is performed, pursuant to the Stopoff provisions of Item 52.

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(A) - EXTRA LABOR

Extra Labor charges apply when Wheaton performs any services that are requested by the shipper or his agent, **that are not included in the Transportation Charges** and for which there are no other applicable charges in the tariff.

1. Extra labor charges apply per worker per hour on both a regular time and an overtime basis.
2. Regular time rates apply when service is provided between 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding holidays. (Refer to Item 187 for definition of Holidays.)
3. Overtime hours apply when service is performed (1) between 5:00 p.m. and 8:00 a.m. Monday through Friday, excluding Holidays, (2) during any hour on Saturdays, Sundays or Holidays, or (3) during any hour on Good Friday when service is provided in the New York City area (Zip Codes 100,101,102,103,104,105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 124, 125, 126, and 127).

(B) - REMOVING AND/OR DISASSEMBLING AND REASSEMBLING

The Transportation Charges in this tariff **do not include** any special services or labor required to:

- 1) **Remove any article(s) embedded in the ground OR secured to a building** (i.e. floor, ceiling, roof, or wall), or
- 2) **Disassemble or reassemble any article(s)**, including, but not limited to, steel utility cabinets, swing sets, sky rides, jungle gyms, German shrinks, water beds, steel shelving, pool tables, elongated work tables, counters, particle-board furniture, or other articles of an unusual nature, **in order to ensure their safe transportation.**

At the request of the shipper, or his agent, Wheaton will provide such special services at the rates named in this item (See Notes 1 and 2), subject to Wheaton's ability to furnish qualified personnel.

(C) - APPLIANCE AND OTHER HOUSEHOLD ARTICLES - SERVICE AND RE-SERVICE

The Transportation Charges in this tariff **include ONLY services performed by Wheaton** to accomplish the bracing/stabilizing (and de-bracing/destabilizing) of moveable parts IN or ON appliances and other household articles (including, but not limited to, refrigerators, deep freeze cabinets, cooking ranges, dishwashers, washing machines, clothes dryers, stereo systems, radios, record players, television sets and air conditioners), **which if not properly serviced prior to loading could be damaged in or incident to transit.**

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It is important to note that the servicing and re-servicing of appliances and other household articles DOES NOT include:

- a) any special service or labor (plumbing, electrical, carpentry, gas or ventilation connections, etc.) **required to DISCONNECT or RECONNECT** such appliances and other household articles **from or to** the premises; **and/or**
- b) any preparation of article(s) by a third party in order to permit the safe transportation of the article(s), which **IF NOT PROPERLY SERVICED prior to loading, could be damaged in or incident to transit.**

Wheaton under provisions of Item 129, Advancing Charges, will advance charges for these services.

At the request of the shipper, or his agent, Wheaton will provide such special services or labor, mentioned in (a) above, at the rates named in this item (**See Notes 1 and 2**), subject to Wheaton's ability to furnish qualified personnel.

(D) - RIGGING, HOISTING AND LOWERING SERVICE

If, in the judgment of Wheaton, it is necessary to use rigging, hoisting, or lowering services in order to accomplish the pickup or delivery of the shipment, or any portion thereof, Wheaton will perform such services at the rates named in this item, subject to Wheaton's ability to furnish equipment and qualified personnel (See Note 1).

If Wheaton is unable to furnish or secure the equipment or qualified personnel, the shipper, owner or consignee of the shipment will be responsible for arranging such service.

(E) - WAITING TIME

Charges for waiting time apply on an hourly basis for each hour that Wheaton provides waiting time service.

- 1) Charges for waiting time, when not the fault of Wheaton, apply between the hours of 8:00 a.m. and 5:00 p.m. ONLY, see paragraph (4), subject to an allowance of two (2) hours of free waiting time at destination. After the expiration of the two (2) hours of free waiting time, additional waiting time will be provided at the rates named herein, subject to Wheaton's convenience. If Wheaton is unable to provide additional waiting time, the shipment may be placed into storage, pursuant to Item 151.
- 2) When the shipment is delivered from SIT under the provisions of Item 159 of the tariff, the allowable free waiting time provisions provided in paragraph (a) WILL NOT APPLY.
- 3) Waiting Time Charges apply per hour separately for each vehicle, each driver, and each helper furnished by Wheaton, provided that waiting time will only apply for helpers after delivery has been scheduled and attempted, and then only for the balance of that same day. If the shipper requests waiting time before it is necessary to obtain helper(s), the labor charge for helpers will not apply. Helpers are defined to include co-drivers and permanent helpers.
- 4) Charges do not apply on Sundays, or on National or State holidays, except when a Sunday or holiday pickup or delivery is specifically requested by the shipper. (Refer to Item 187 for definition of Holidays.)
- 5) When the origin or destination of the shipment, or a portion thereof, is located at a point accessible only by the use a ferry, waiting time charges as provided herein will apply commencing with the arrival of Wheaton's vehicle at the ferry point of embarkation, during the vehicle crossing, and terminating when the vehicle disembarks from the ferry. The allowable free waiting time provisions will not apply during the ferry waiting and transportation period described herein.

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PROVISIONS APPLICABLE TO CHARGES

Note 1. If Wheaton **DOES NOT possess personnel qualified to perform** the specific special service(s) requested, as described in this item, Wheaton will, upon request of the shipper or his agent, **engage a third party** to perform such service.

All **third party charges** must be paid by the shipper, and **are in addition** to all other applicable tariff charges. Such charges will be advanced by Wheaton under the provisions of Item 129 (Advancing Charges).

Note 2. The shipper is **required to furnish** (at the time of reconnecting or reassembling) any new hardware, nuts, bolts, other materials, etc., necessary to perform the service.

Note 3. For applying charges for fractions of an hour for all services provided for in this item, refer to Item 123.

ITEM 127
OVERTIME LOADING AND UNLOADING SERVICE
(Effective: January 1, 2008)

APPLICATION

Except as otherwise provided for and subject to applicable notes below, an additional charge for each overtime loading or each overtime unloading shall apply at point where such service is performed, pursuant to the Stopoff provisions of Item 52.

Overtime loading and unloading charges apply on all shipments when service is provided on Saturdays, Sundays, Holidays or between the hours 5:00 p.m. and 8:00 a.m. on Monday through Friday when this service is made necessary by:

- 1. Specific request of the shipper or his agent.**
- 2. Landlord requirements.**
- 3. Prevailing laws and ordinances.**

NOTE 1: Overtime loading and unloading charges will be based on actual weight subject to a minimum of 1000 pounds.

NOTE 2: Overtime loading or unloading charges will not apply when service is performed for Wheaton's convenience.

NOTE 3: Overtime loading or unloading services will be rendered only at the option of Wheaton.

NOTE 4: Overtime loading or unloading services will be performed at a warehouse only when agreed to by the warehouseman.

NOTE 5: Overtime unloading charges will not apply at destination when shipments (as defined in Item 182) are delivered to a storage facility.

NOTE 6: Overtime loading and unloading charges also apply on Good Friday when service is rendered on that day in the New York City area (Zip Codes 100,101,102,103,104,105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 124, 125, 126, and 127).

NOTE 7: The provisions of this item **do not apply** when the overtime provisions of Item 159 (Pickup and Delivery Transportation Charges on SIT Shipments) are applicable.

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ITEM 129
ADVANCED AND THIRD PARTY SERVICE CHARGES
(Effective: January 1, 2008)

1. Charges advanced by Wheaton for services of others engaged at the request of the shipper or required by Federal, State or Local law, including but not limited to:
 - a) Obtaining agricultural quarantine inspections, and
 - b) Obtaining permits required for legally transporting articles that are over-width, over-height, over-length, or any combination thereof, including the use of one or more flagmen and/or escort vehicle(s) (see Note 1),

will be supported by Wheaton with a copy of invoice setting forth services rendered, charges and basis thereof, together with reference to applicable schedule or tariff if charges are assessed in accordance therewith. The charges so advanced are in addition to and shall be collected with all other lawful rates and charges.

All such advance charges will be supported by paid receipts and apply in addition to all other applicable tariff charges.

2. Charges will also be advanced by Wheaton for expenses incurred by Wheaton as a result of services performed that are subject to officially assessed state or local fees or taxes, such as: sales taxes, use taxes and debris disposal or recycling fees. Charges so advanced are in addition to and shall be collected with all other lawful rates and charges.
3. Toll charges will be advanced by Wheaton, for expenses incurred by Wheaton as a result of transiting bridges or ferries that are subject to officially assessed federal, state, county or local use fees. Highway and turnpike tolls and other service charges will not be advanced by Wheaton, except:

Shipments transported 1) from or to Plantation, Fl or Islamorada, FL and points south and west in the Florida Keys, and 2) from or to certain points in Canada will be subject to a transportation **Service Charge**, which shall apply in addition to any applicable bridge and ferry charges, based on the weight at which the Transportation Charges are based. When only a portion of the shipment is transported via the route named in this exception, the charge will be based on the weight of such portion, subject to applicable minimum weights.

4. When such services are performed at any point in Canada, the charges advanced by Wheaton will be increased by 10%, subject to a minimum additional charge as provided in the tariff software.
5. Wheaton may retain third parties not affiliated with Wheaton to provide services on behalf of shipper in connection with a shipment (Third Party Services). Third Party Services may include, but shall not be limited to: crating, taking apart or putting together items (such as swing sets and similar items) and other services that Wheaton employs. A copy of an invoice (not a paid receipt) shall be sufficient to support these charges which shall be collected with all other applicable charges.
6. Item 125, Waiting Time Charges, will also apply during any hour of the day, including Saturdays and Sundays, without any allowable waiting time, when Wheaton is prevented by law, regulations, or otherwise from performing over-the-road transportation due to the nature of the over-dimension article(s). The waiting time charge may be applied at origin, destination or en-route and may apply more than once on a shipment.
7. Except as otherwise specifically provided herein, the advancement of tolls is restricted to bridges or ferries that are subject to officially assessed federal, state, county or local use fees.
8. When the origin or destination of the shipment, or a portion thereof, is located at a point accessible only by the use of a ferry, the actual ferry charges will be advanced by Wheaton and billed to the shipper as an advanced charge as provided herein.

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ITEM 130
COLLECTION OF CHARGES
(Effective: January 1, 2008)

1. Wheaton will not deliver or relinquish possession of property transported by it until the charges i.e., (1) either the total binding estimate amount or 110% of the non-binding estimate amount; (2) the charges applicable for any service(s) requested by the shipper after the contract was executed that were not included in the estimate; and (3) charges for impracticable operations that do not exceed 15% percent of the total charges due at delivery, have been paid in cash, certified check, traveler's check, or bank check (one drawn by a bank on itself and signed by an officer of the bank), except (a) where other satisfactory arrangements have been made between Wheaton and the consignor or consignee, in accordance with rules and regulations of the Department of Transportation, or (b) when delivery is made pursuant to Paragraph (3).

The charges for services or quantities that are in addition to those collected at delivery must be billed to the shipper within 15 days of the date of delivery (or if Wheaton lacks sufficient information to compute the charges they must be billed to the shipper within 15 days of the date when sufficient information becomes available) and shall be due within 30 days following presentation of the freight bill.

In the case of partial deliveries (shipments delivered on more than one vehicle at more than one time), charges due at delivery will be pro-rated based on the percentage of the weight of the portion delivered compared to the total weight of the shipment.

2. The following conditions shall apply for balance-due shipments or when satisfactory arrangements for credit have been made between Wheaton and the consignor or consignee, in accordance with rules and regulations of the Department of Transportation:
 - a). The free credit period shall extend 7 days, excluding Saturdays, Sundays and legal holidays, from the first 12 o'clock midnight following the presentation of the bill by Wheaton or deposit of same in the U.S. Mail. In case of dispute as to the time of mailing, the postmark shall be accepted as showing such time.
 - b). Except as provided in exception below, when Wheaton's bill has not been paid within the free credit period, credit shall automatically be extended to a total of 30 calendar days, which shall include the free credit period, and shipper will be assessed a service charge by Wheaton equal to 1 percent ("Service Charge") of the amount of Wheaton's bill, subject to a \$20.00 minimum charge for each 30-day period that the charges remain unpaid.
 - c). Wheaton's bill will state separately, the total charges due during both the free credit period and the extended credit period.
 - d). The mailing by shipper of valid checks or drafts in payment of charges within the credit period allowed such shipper is deemed to be the collection of the tariff charges within the credit period for the purpose of this item. In case of dispute as to the time of mailing, the postmark shall be accepted as showing such time.
 - e). Wheaton shall grant credit to any shipper which fails to pay a duly presented bill within the 30-day period, unless and until such shipper affirmatively satisfies Wheaton that all future bills duly presented will be paid strictly in accordance with the rules and regulations prescribed by the Department of Transportation for the settlement of Wheaton rates and charges.
 - f). If a shipper pays any charges with an invalid check or draft or a check or draft that is dishonored for any reason, or if a shipper stops payment on any check or draft, or if Wheaton allows for the payment of charges by credit card and the shipper causes the credit card issuer or processor to charge back the amount of charges that are lawfully due, then shipper will be assessed a Service Charge.
3. Payments for shipments having an origin or destination outside of the boundaries of the United States shall be at total tariff charges in full and lawful currency of the United States or its equivalent.

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4. Subject to the foregoing paragraphs (except Paragraph (3) will not apply), provision for payment of charges on storage-in-transit shipments is contained in Item 151.
5. See Item 187 for Definition of Holidays.
6. See Item 133 for provisions governing COLLECTION OF FREIGHT CHARGES ON HOUSEHOLD GOODS SHIPMENTS INVOLVING LOSS OR DESTRUCTION IN TRANSIT.

EXCEPTION: The Service Charge provided in Paragraph (2) (b), above shall not be assessed in connection with the rates and charges on freight transported for the United States, for any department, bureau or agency thereof, for any State or Territory, or political subdivision thereof, or for the District of Columbia.

ITEM 133
COLLECTION OF FREIGHT CHARGES ON HOUSEHOLD GOODS SHIPMENTS
INVOLVING LOSS OR DESTRUCTION IN TRANSIT AND
ON SHIPMENTS TRANSPORTED ON MORE THAN ONE VEHICLE (See Note 1)
(Effective: January 1, 2008)

1. Wheaton shall not collect, or require a shipper to pay, any published freight charges (including any charges for accessorial or terminal services) when that shipment is **totally lost or destroyed in transit**. The provisions of this item shall apply only to the transportation of household goods as defined in below. Notwithstanding any other provisions of this item, Wheaton shall collect, and the shipper shall be required to pay, any specific valuation charge that may be due. This item shall not be applicable to the extent that any such loss or destruction is due to the act or omission of the shipper.
2. In the event that any portion, **but less than all**, of a shipment of household goods is lost or destroyed in transit, Wheaton shall, at the time it disposes of claims for loss, damage, or injury to the articles in the shipment, refund that portion of its published freight charges (including any charges for accessorial or terminal services) corresponding to that portion of the shipment which is lost or destroyed in transit. **To calculate the charges applicable to the shipment as delivered**, Wheaton shall multiply the percentage corresponding to the portion of the shipment delivered by the total charges (including accessorial and terminal charges) applicable to the shipment as tendered by the shipper. If the charges computed in the manner set forth above exceed the charges otherwise applicable to the shipment as delivered, the lesser of those charges shall apply. The provisions of this paragraph shall apply only to the transportation of household goods as defined in paragraph (5) below. Notwithstanding any other provisions of this paragraph, Wheaton shall collect, and the shipper shall be required to pay, that portion of any accessorial or terminal services rendered which corresponds to the portion of the shipment not lost or destroyed in transit and any specific valuation charge that may be due. The provisions of this paragraph shall not be applicable to the extent that any such loss or destruction is due to the act or omission of the shipper. Wheaton shall determine, at their own expense, the portion of the shipment not lost or destroyed in transit.
3. Whenever a collect on delivery shipment of household goods, as defined in paragraph (5) below, is **transported on more than one vehicle**, Wheaton delivering such split or divided shipment shall observe the following requirements of subparagraphs (a), (b), or (c) in the collection of the charges:
 - a. At the option of Wheaton, the collection of the charges attributable to the transportation of the portion of the shipment transported on each vehicle may be deferred until all portions of the shipment are delivered; or,
 - b. Providing that the charges for the entire shipment have been determined, Wheaton may collect at the time of delivery of any portion of the shipment that percentage of the charges represented by the portion of the shipment tendered for delivery; or,

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- c. In the event that the charges due Wheaton for the transportation of the entire shipment cannot reasonably be determined at the time any portion of the shipment is tendered for delivery, Wheaton shall determine and collect the charges for the portion of the shipment being delivered. The total charges assessed by Wheaton for the transportation of the separate portions of the shipment shall not exceed the charges due for the entire shipment.
4. In the event of the loss or destruction of **any part** of a shipment being transported on **more than one vehicle**, the collection of charges as provided in paragraph (3) of this item shall also be in conformity with the requirements of paragraphs (1) and (2) of this item.
5. This item applies only to residence-to-residence moves and other shipments transported under Item 182, Commodity Description of household goods.
6. This item will take precedence over corresponding provisions of Item 102, Collection of Charges.

ITEM 136
PROCEDURES GOVERNING THE PROCESSING, INVESTIGATION
AND DISPOSITION OF OVERCHARGE, DUPLICATE PAYMENT,
OR OVERCOLLECTION CLAIMS
(Effective: January 1, 2008)

SECTION 1: APPLICABILITY

The regulations set forth in this rule govern the processing of claims for overcharge, duplicate payment, or overcollection for the transportation of property in interstate or foreign commerce by motor common carriers and freight forwarders licensed by the Department of Transportation.

SECTION 2: DEFINITIONS

- (a) "Carrier" means a motor carrier or freight forwarder licensed by the Department of Transportation.
- (b) "Overcharge" means an overcharge as defined in Sections 204a (6) and 406a (6) of 49 CFR 1008. It also includes duplicate payments as defined in Paragraph (c) and overcollections as defined in Paragraph (d) of this section when a dispute exists between the parties concerning such charges.
- (c) "Duplicate payment" means two or more payments for transporting the same shipment. Where one or more payment is not in the exact amount of the applicable tariff rates and charges, refunds shall be made on the basis of the excess amount over the applicable tariff rates and charges.
- (d) "Overcollection" means the receipt by a household goods carrier of a payment in excess of the transportation and/or accessorial charges applicable to a particular shipment of household goods as defined in 49 USC 13102 (10) and 10102 (11) in carrier's applicable tariffs.
- (e) "Unidentified payment" means a payment which a carrier has received but which the carrier is unable to match with its open accounts receivable or otherwise identify as being due for the performance of transportation services.
- (e) "Claimant" means any shipper or receiver, or its authorized agent, filing a request with a carrier for the refund of an overcharge, duplicate payment, or overcollection.

SECTION 3: FILING AND PROCESSING CLAIMS

- (a) A claim for overcharge, duplicate payment, or overcollection shall not be paid unless filed in writing with Wheaton. When a claim is filed with another carrier that participated in the transportation, that carrier shall transmit the claim to Wheaton within 15 days after receipt of the claim. If Wheaton is unable to dispose of the claim for any reason, the claim may be filed with or transferred to any participating carrier for final disposition.

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- (b) A single claim may include more than one shipment, provided the claim on each shipment involves:
(1) the same tariff issue or authority or circumstances, (2) single line service by the same carrier, or
(3) service by the same interline carriers.

SECTION 4: DOCUMENTATION OF CLAIMS

- (a) Claims for overcharge, duplicate payment, or overcollection shall be accompanied by sufficient information to allow Wheaton to conduct an investigation and pay or decline the claim within the time limitations set forth in Section 8. Claims shall include the name of the claimant, its file number, if any, and the amount of the refund sought to be recovered, if known.
- (b) Claims for overcharge shall be accompanied by the original freight bill. Additional information may include, but is not limited to, the following:
- (1) The rate, classification, or commodity description or weight claimed to have been applicable.
 - (2) Complete tariff authority for the rate, classification, or commodity description claimed.
 - (3) Freight bill payment information.
 - (4) Other documents or data which is believed by claimant to substantiate the basis for its claim.
- (c) Claims for duplicate payment and overcollection shall be accompanied by the original freight bill(s) for which charges were paid and by freight bill payment information.
- (d) Regardless of the provisions of Paragraphs (a), (b) and (c) of this section, the failure to provide sufficient information and documentation to allow Wheaton to conduct an investigation and pay or decline the claim within the allowable time limitation shall not constitute grounds for disallowance of the claim. Rather, Wheaton shall comply with Section 5(c) to obtain the additional information required.
- (e) Wheaton shall accept copies instead of the original documents required to be submitted in this section where Wheaton is furnished with an agreement entered into by the claimant that indemnifies Wheaton for subsequent duplicate claims that might be filed and supported by the original documents.

SECTION 5: INVESTIGATION OF CLAIMS

- (a) Upon receipt of a claim, whether written or otherwise, Wheaton shall promptly initiate an investigation and establish a file, as required by Section 6.
- (b) If Wheaton discovers an overcharge, duplicate payment, or overcollection, which has not been the subject of a claim, Wheaton shall promptly initiate an investigation and comply with the provisions in Section 9.
- (c) In the event Wheaton requires information or documents in addition to that submitted with the claim, Wheaton shall promptly notify the claimant and request the information required. This includes notifying the claimant that a written claim must be filed before Wheaton becomes subject to the time limits for settling such a claim under Section 8.

SECTION 6: CLAIM RECORDS

At the time a claim is received, Wheaton shall create a separate file and assign it a successive claim file number and note that number on all documents filed in support of the claim and all records and correspondence with respect to the claim, including the written acknowledgment of receipt required under

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Section 7. If pertinent to the disposition of the claim, Wheaton shall also note that number on the shipping order and delivery receipt, if any, covering the shipment involved.

SECTION 7: ACKNOWLEDGMENT OF CLAIMS

Upon receipt of a written claim, Wheaton shall acknowledge its receipt in writing to the claimant within 30 days after the date of receipt except where Wheaton shall have paid or declined the claim in writing within that period. Wheaton shall include the date of receipt in its written acknowledgment and shall also enter this date on the face of the written claim, which shall be placed in the file for that claim.

SECTION 8: DISPOSITION OF CLAIMS

Wheaton shall pay, decline to pay, or settle each written claim within 60 days after its receipt by Wheaton, except where the claimant and Wheaton agree in writing to a specific extension based upon extenuating circumstances. If Wheaton declines to pay a claim or makes settlement in an amount different from that sought, Wheaton shall notify the claimant, in writing, of the reason(s) for its action, citing tariff authority or other pertinent information developed as a result of its investigation.

SECTION 9: DISPOSITION OF UNIDENTIFIED PAYMENTS, OVERCHARGES, DUPLICATE PAYMENTS AND OVER COLLECTIONS NOT SUPPORTED BY CLAIMS

- (a) (1) Wheaton shall establish procedures for identifying and properly applying all unidentified payments. If Wheaton does not have sufficient information with which properly to apply such a payment, Wheaton shall notify the payor of the unidentified payment within 60 days of receipt of the payment and request information which will enable it to identify the payment. If Wheaton does not receive the information requested within 90 days from the date of the notice, Wheaton may treat the unidentified payment as a payment in fact of freight charges owing to it. Following the 90-day period, the regular claims procedure under this part shall be applicable.
- (2) Notice shall be in writing and clearly indicate that it is a final notice and not a bill. Notice shall include: the check number, amount, and date; the payor's name; and any additional basic information Wheaton is able to provide. The final notice also must inform payor that: (i) applicable regulations allow Wheaton to conditionally retain the payment as revenue in the absence of a timely response by the payor; and (ii) following the 90-day period the regular claims procedure shall be applicable.
- (3) Upon Wheaton's receipt of information from the payor, Wheaton shall, within 14 days: (i) make a complete refund of such funds to the payor; or (ii) notify the payor that the information supplied is not sufficient to identify the unapplied payment and request additional information; or (iii) notify the payor of Wheaton's determination that such payment was applicable to particular freight charges lawfully due Wheaton. Where no refund is made by Wheaton, Wheaton shall advise the payor of its right to file a formal claim for refund with Wheaton in accordance with the regular claims procedure under this rule.
- (b) When Wheaton participates in a transportation movement, but did not collect the transportation charges and finds that an overpayment has been made, Wheaton shall immediately notify the collecting carrier. When the collecting carrier (whether single or joint linehaul) discovers or is notified by Wheaton that an overcharge, duplicate payment, or over-collection exists for any transportation charge which has not been the subject of a claim, Wheaton shall create a file as if a claim had been submitted and shall record in the file the date it discovered or was notified of the overpayment. The carrier that collected the charges shall then refund the amount of the overpayment to the person who paid the transportation charges or to the person that made duplicate payment within 30 days from the date of such discovery or notification.

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**ITEM 140
RATES FOR UNIQUELY ASSIGNED SHIPPERS
(Effective: January 1, 2008)**

The total invoice amount, excluding charges for Third Party Services, Valuation, Storage-In-Transit, Warehouse Handling, and Pickup and Delivery on Storage-In-Transit Shipments, will be reduced by the options stated below on shipments transported between points in the United States (excluding HI), and between points within the United States (Except AK and HI), on the one hand, and, on the other, points within Canada. A specific account number will be assigned to each individual shipper from the range provided in the appropriate option.

OPTION	REDUCTION	SHIPPER ACCOUNT NUMBERS	OPTION	REDUCTION	SHIPPER ACCOUNT NUMBER
1	1%	BL0100010001 - BL0199999999	31	31%	BL3100010001 - BL3199999999
2	2%	BL0200010001 - BL0299999999	32	32%	BL3200010001 - BL3299999999
3	3%	BL0300010001 - BL0399999999	33	33%	BL3300010001 - BL3399999999
4	4%	BL0400010001 - BL0499999999	34	34%	BL3400010001 - BL3499999999
5	5%	BL0500010001 - BL0599999999	35	35%	BL3500010001 - BL3599999999
6	6%	BL0600010001 - BL0699999999	36	36%	BL3600010001 - BL3699999999
7	7%	BL0700010001 - BL0799999999	37	37%	BL3700010001 - BL3799999999
8	8%	BL0800010001 - BL0899999999	38	38%	BL3800010001 - BL3899999999
9	9%	BL0900010001 - BL0999999999	39	39%	BL3900010001 - BL3999999999
10	10%	BL1000010001 - BL1099999999	40	40%	BL4000010001 - BL4099999999
11	11%	BL1100010001 - BL1199999999	41	41%	BL4100010001 - BL4199999999
12	12%	BL1200010001 - BL1299999999	42	42%	BL4200010001 - BL4299999999
13	13%	BL1300010001 - BL1399999999	43	43%	BL4300010001 - BL4399999999
14	14%	BL1400010001 - BL1499999999	44	44%	BL4400010001 - BL4499999999
15	15%	BL1500010001 - BL1599999999	45	45%	BL4500010001 - BL4599999999
16	16%	BL1600010001 - BL1699999999	46	46%	BL4600010001 - BL4699999999
17	17%	BL1700010001 - BL1799999999	47	47%	BL4700010001 - BL4799999999
18	18%	BL1800010001 - BL1899999999	48	48%	BL4800010001 - BL4899999999
19	19%	BL1900010001 - BL1999999999	49	49%	BL4900010001 - BL4999999999
20	20%	BL2000010001 - BL2099999999	50	50%	BL5000010001 - BL5099999999
21	21%	BL2100010001 - BL2199999999	51	51%	BL5100010001 - BL5199999999
22	22%	BL2200010001 - BL2299999999	52	52%	BL5200010001 - BL5299999999
23	23%	BL2300010001 - BL2399999999	53	53%	BL5300010001 - BL5399999999
24	24%	BL2400010001 - BL2499999999	54	54%	BL5400010001 - BL5499999999
25	25%	BL2500010001 - BL2599999999	55	55%	BL5500010001 - BL5599999999
26	26%	BL2600010001 - BL2699999999	56	56%	BL5600010001 - BL5699999999
27	27%	BL2700010001 - BL2799999999	57	57%	BL5700010001 - BL5799999999
28	28%	BL2800010001 - BL2899999999	58	58%	BL5800010001 - BL5899999999
29	29%	BL2900010001 - BL2999999999	59	59%	BL5900010001 - BL5999999999
30	30%	BL3000010001 - BL3099999999	60	60%	BL6000010001 - BL6099999999

EXAMPLE: Wheaton's numeric shipper moving order number will be assigned the prefix corresponding with the appropriate reduction level:

REDUCTION	MOVING ORDER NO.	SPECIFIC CUSTOMER ACCOUNT NO.
17% = BL 17	03131560	BL 17 + 03131560 = BL 1703131560

- NOTE 1: Wheaton will maintain complete records of the assigned account numbers and shipper identification on all shipments transported under the terms of this item.
- NOTE 2: This item will apply in conjunction with Item 144 (Binding Estimate - Exception Alternate Charges).
- NOTE 3: On shipments to or from Alaska, Wheaton may apply one item making reference hereto for that portion of the services performed in Alaska and another item making reference hereto for the portion of the services performed in the lower 48 states.
- NOTE 4: Wheaton may elect to reduce Item 157, Storage-In-Transit and Pickup or Delivery Transportation Rates on Storage-In-Transit Shipments. The Shipper Account Number will then be expanded by two digits to reflect the discount applicable to Storage-in-Transit related charges.

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PART D: CHARGES

ITEM 144
BINDING ESTIMATE PRICE
(Effective: January 1, 2008)

OPTION A: Firm Binding Estimate Price:

Upon request of a prospective shipper, Wheaton will provide a written binding estimate of the total charges for transportation and other services pertaining to a shipment as described in Item 182, Commodity Description, subject to the notes in this item. The total charges will be based on the binding estimate except as provided below.

- NOTE 1: Charges on the binding estimate are for services and quantities at origin and destination shown on the estimate.
- NOTE 2: The binding estimate must be in writing and signed by a representative of both the shipper and Wheaton.
- NOTE 3: Transportation must commence within 60 days of the date the binding estimate is provided to the shipper. After 60 days the binding estimate is void.
- NOTE 4: The binding estimate may be revised or amended by mutual agreement in writing, between shipper and Wheaton, at any time on or before the day the shipment is loaded. The revised estimate will be binding for 60 days after the revised estimate is signed by both shipper and Wheaton.
- NOTE 5: Estimated total charges ARE LIMITED to the origin and destination and additional stops, if any, indicated on the binding estimate. The total charges apply only for quantities and services set forth on the estimate.
- NOTE 6: Wheaton may elect, prior to loading, upon notice to shipper, to revise the Binding Estimate or void the original if items or services requested or required have been added by shipper.
- NOTE 7: Wheaton may elect not to apply the provisions of Item 38, Weighing and Weights.
- NOTE 8: The binding estimate WILL NOT APPLY to Item 51, Auxiliary Service, or to third party charges of any kind.
- NOTE 9: Wheaton may elect to assess charges IN ADDITION TO the binding estimate amount for any of the following services which are not included on the binding estimate but which are requested by the shipper or necessary to accomplish delivery and are performed by Wheaton in route or at destination. Charges will be assessed based on the tariff in effect at the time the binding estimate is signed. Estimated weight will be used for items assessed on a cwt. basis, except for charges for storage-in-transit and pickup or delivery on storage-in-transit shipments which shall be based on the actual weight under the provisions of Item 38, Weighing and Weights.
- Item 52 Extra Pickup or Delivery
 - Item 120 Unpacking
 - Item 125 Labor Charges
 - Item 125 Waiting Time
 - Item 127 Overtime Loading & Unloading Charges
 - Item 157 Storage-In-Transit (S.I.T.) Charges
 - Item 159 Pickup or Delivery Rates on S.I.T.

OPTION B: Option/Not-to-Exceed Binding Estimate Price:

Wheaton will base charges on the BINDING ESTIMATE PRICE as set forth above, plus any additional services requested or required after loading; OR, will base all charges on the actual weight and actual services performed at the discount level explicitly stated on the estimate, whichever produces the lowest total charge to the shipper.

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**ITEM 147
CREDIT CARDS**
(Effective: January 1, 2008)

Wheaton may elect to accept American Express, Discover, Master Card or Visa credit cards as payment for all rates and charges, subject to the following notes:

NOTE 1: This item will apply only to shipments transported BETWEEN POINTS IN THE UNITED STATES.

NOTE 2: The application of this item is subject to authorization from the respective card company on each shipment prior to acceptance by Wheaton.

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PART E: STORAGE-IN-TRANSIT

ITEM 151
STORAGE-IN-TRANSIT
(Effective: January 1, 2008)

- (a) Storage-In-Transit ("S.I.T.") of property covered by this tariff is the holding of the shipment or portion thereof at or in the facilities or warehouse used by Wheaton or any of its agents, for storage, pending further transportation, and will be effected only at specific request of the shipper or under the conditions specified in Paragraph (n) of this item. For the purpose of this item Wheaton may designate any facility or warehouse to serve as its agent.
- (b) A shipment or portion thereof may be placed in storage-in-transit for an aggregate period not to exceed 180 days. When not removed from storage-in-transit at midnight on the 180th day and following the mailing of notice of such change 10 days prior to the end of the SIT period, Wheaton's liability shall terminate, the interstate character of the shipment or portion thereof shall cease, the warehouse location shall be considered the destination of the property, the warehouseman shall be agent for the shipper, and the property shall then be subject to the rules, regulations and charges of the warehouseman and the locality in which the property is located. Wheaton may terminate the interstate character of the shipment or portion thereof prior to the 180-day maximum storage-in-transit period, if payment of the billed charges is not made within the due date stated on such billing. Until all lawful charges are paid, property will remain at Wheaton's or agent's storage location subject to a lien for all such charges.
- (c) When storage-in-transit is at origin, charges (subject to Item 130) may be billed after storage-in-transit is effected as follows:
1. Transportation Charges between origin and location where storage-in-transit is effected.
 2. Storage charges due at time of billing, which may be billed by Wheaton periodically, as often as Wheaton determines, and shall be due as provided in Wheaton's invoice.
 3. Additional Service Charges, Advanced Charges and other lawful charges.
- (d) When storage-in-transit is at other than origin, charges (subject to Item 130) must be billed at the time storage-in-transit is effected, as follows:
1. Transportation Charges between origin and location where storage-in-transit is effected.
 2. Additional Service Charges, Advanced Charges and other lawful charges.
- At the time of billing under this paragraph, storage charges due Wheaton may be billed. Storage charges for subsequent days of storage that property remains in storage-in-transit may be billed by Wheaton periodically, as often as Wheaton determines, and shall be due as provided in Wheaton's invoice.
- (e) Delivery of shipments to residence from storage-in-transit at origin, en route or at destination will be made on the date requested, if possible. If prior commitments of Wheaton prevent delivery on that date, every effort will be made to deliver as soon as possible, subject to the following:
1. If shipment is not removed from storage by the 5th working day (excluding Saturday, Sunday and holidays) after the requested delivery date(s), storage charges will cease to accrue after such date.
 2. If shipment is removed from storage prior to the 5th working day after the requested delivery date(s), storage charges will cease to accrue the day after shipment is removed.

WHEATON VAN LINES, INC. COMMERCIAL RELOCATION TARIFF
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All other provisions under the tariff will continue in effect until further transportation is made available by Wheaton. Until all lawful charges are paid, property will remain at Wheaton's or agent's storage facility subject to a lien for all such charges.

- (f) The charges to apply when the shipment or portion thereof is stored in transit will be (1) the applicable Transportation Charges between initial point of pickup and storage location, and (2) the applicable Transportation Charges from storage location, which, for rate application purposes, will be considered a new point of origin, to destination point.

Refer to Item 159 for the application of SIT Transportation Charges.

- (g) The Transportation Charges to apply on a shipment when only a portion of the shipment is stored in transit en route to destination will be the applicable Transportation Charges based on total weight of entire shipment, for total distance via all points of pickup and/or delivery (from first point of pickup to final point of delivery), plus Additional Service Charges applicable to each portion of the shipment. The total charges for picked up and/or delivered portions shall not, in any case, exceed the total charges as would apply if computed to each portion as a separate shipment. (The provisions of Paragraph (f) of this item will apply from the point of origin to storage location for determination of separate charges on the portion of shipment stored in transit, when computing the lower overall total charges.
- (h) The Transportation Charges to apply on a portion of a storage-in-transit shipment delivered from storage location to destination will be the applicable Transportation Charges based on the weight of such portion, subject to the provisions of Paragraph (f) of this item.
- (i) On property consigned to storage-in-transit wherein an overflow of property requires a split shipment delivered to the storage location on different dates, the charges for such property shall be as follows:
1. Transportation Charges from initial point of pickup to storage location will be based on the combined weight of the property stored in transit, and computation of Transportation Charges will be as provided in Paragraph (f) of this item.
 2. Storage charges in effect on date of initial pickup will be assessed separately on each portion of shipment stored in transit, except 1,000 pound minimum weight will apply to the combined weight of property stored in transit. Storage will be rated separately for each portion added, subject to provisions of this item and Item 157.
 3. All subsequent charges will be based on the combined weight of the property stored in transit.
- (j) Shipper or owner, upon proper notice in writing to Wheaton before departure of the property, may change destination originally shown on the bill of lading. When the destination is changed, such change must be recorded on the bill of lading. When the interstate character of the property is terminated at the storage location before expiration of the time limit specified in Paragraph (b), the Transportation charges and other lawful charges shall apply in an identical manner as provided in Paragraphs (c) or (d), whichever is applicable.
- (k) When storage-in-transit property has been placed into storage at Wheaton's or agent's storage location, both Wheaton and the warehouseman must have in their possession records showing the following:
1. An itemized list of the property 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 storage location.

WHEATON VAN LINES, INC. COMMERCIAL RELOCATION TARIFF
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4. The dates when all charges, advances, or payments were made or received.
 5. Dates property was delivered to and forwarded from the storage location.
- (l) During storage-in-transit shipper may withdraw a portion of the property, provided that all accrued charges on the property are paid prior to such withdrawal, except as provided in Item 130. When the selection of items requires un-stacking and/or restacking of the shipment or a portion of the shipment, charges for such handling shall be assessed in accordance with Item 125. Charges for transportation furnished, if any, for portion selected for delivery shall be assessed on same basis as would apply to that portion as an individual shipment. With reference to the portion of the shipment which remains at the storage location, shipper may elect in writing to terminate the storage-in-transit service and place the remaining property in storage with the warehouseman in possession, in which event the warehouse will be considered the destination of the property. If the shipper elects to have the remaining portion remain in storage-in-transit, the following shall be applicable:
1. Storage charges shall continue to apply on the weight of remainder of the property.
 2. Charges for Transportation furnished, if any, for the delivery of the remainder of the property shall be assessed on the same basis as would apply to that portion as an individual shipment.
- (m) During the storage-in-transit period shipper may add property to that already in storage-in-transit. Charges for such property added shall be as follows:
1. Transportation Charges to apply on the addition, between initial point of pickup and storage location, will be as provided in Paragraph (f) of this item.
 2. Storage charges as provided in Item 157 will apply on the addition, subject to 1,000-pound minimum.
 3. All subsequent charges including storage-in-transit will be based on the total weight of the combined property.
- (n) If delivery cannot be made at the address specified on the bill of lading because of impractical operation as defined in Item 50 hereof, or for any other reason other than the fault of Wheaton, and neither shipper, consignor, nor owner designates another address at which delivery can be made, Wheaton will place the property under the storage-in-transit provision of this item.
- (o) When property is placed in storage-in-transit, Wheaton's limitations on liability also apply to the party in possession of the property.
- (p) Wheaton shall be entitled to be paid for all storage charges at the time of delivery of a shipment to residence.
- (q) The service charges applicable under Item 157 shall apply to charges for storage-in-transit.

NOTE 1: Except as specifically provided for in Paragraph (i) herein, when property is placed in storage-in-transit in segments on different dates:

- (1) the Transportation Charges and Additional Service Charges in effect on the date of placement of the first segment will apply to that segment only, and
- (2) the Transportation Charges and Additional Service Charges in effect on the date(s) that each subsequent segment is placed in storage-in-transit will apply to these subsequent segments.

WHEATON VAN LINES, INC. COMMERCIAL RELOCATION TARIFF
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NOTE 2: When property is removed from storage-in-transit and extra pickups are ordered:

- (1) the Transportation Charges and Additional Service Charges in effect on the date that the extra pickup is performed will apply to the entire weight of the extra pickup, and
- (2) the Transportation Charges and Additional Service Charges in effect on the date of pickup of the storage-in-transit portion will apply to the entire weight of that portion.

NOTE 3: Except as specifically provided for in Paragraph (i) herein, each portion of the shipment will be rated at the applicable rate in effect on the date of pickup of each portion, based on the total weight of the entire shipment.

NOTE 4: See ITEM 156 for provisions governing NOTIFICATION WHEN STATUS OF A STORAGE-IN-TRANSIT SHIPMENT CHANGES.

NOTE 5: See Item 22 for provisions in bill of lading relating to limitations on liability.

ITEM 153
ATTEMPTED DELIVERY TO RESIDENCE FROM SIT
(Effective: January 1, 2008)

Compensation to Wheaton for attempted delivery to residence from storage-in-transit when failure to deliver is not the fault of Wheaton, will be as follows:

1. **Round trip distance:** From the storage facility to residence and return: Item 159, Pickup and Delivery Transportation Charges on Storage-In-Transit Shipments, WILL APPLY. (Pursuant to the provisions of Item 159, Mileage Guide 18 shall be used to determine the distance-based charges when the storage facility and the residence have the same first three digits in their zip/postal codes.)
2. **Storage-In-Transit:** A second first day storage charge will apply when the shipment is returned to storage-in-transit at the warehouse location. Storage charges will continue to apply at the additional daily rate until shipment is removed or delivered from storage, except as provided in Item 151(e).
3. **Waiting Time:** The provisions of Item 125 WILL APPLY if Wheaton is required to wait at residence.

ITEM 156
NOTIFICATION WHEN STATUS OF
A STORAGE-IN-TRANSIT SHIPMENT CHANGES
(Effective: January 1, 2008)

When rendering storage-in-transit (SIT), Wheaton shall, no less than 10 days prior to the expiration of either the specified period of time during which the goods are to be held in such storage or the maximum period of time provided in Item 151 for storage-in-transit, notify the shipper in writing, (1) of the date of conversion to permanent storage, (2) of the existence of a 9-month period subsequent to the date of conversion to permanent storage during which shipper may file claims against Wheaton for loss and/or damage which occurred to the goods in transit or during the SIT period, and, (3) of the fact that on the date of conversion, the liability of Wheaton shall terminate and the property shall be subject to the rules, regulations, and charges of the warehouseman. Said notification shall be by facsimile transmission, e-mail, overnight courier, or certified mail, return receipt requested.

When Wheaton holds goods for storage-in-transit for a period of time less than 10 days shall, no less than 1 day prior to the expiration of the specified time during which the goods are to be held in such storage, give notification to the shipper of the information specified in (1), (2), and (3) above, and maintain a record thereof as part of its record of the shipment.

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Failure or refusal of Wheaton to notify the shipper in accordance with the foregoing shall automatically effect a continuance of Wheaton liability pursuant to the applicable tariff provisions with respect to SIT, until the end of the day following the date upon which notice is given.

NOTE: This item will take precedence over corresponding provisions of ITEM 151, Storage-In-Transit.

ITEM 157
STORAGE-IN-TRANSIT CHARGES
(Effective: January 1, 2008)

APPLICATION

Storage-in-Transit charges are in dollars and cents per 100 pounds and apply based on location of facility where storage-in-transit service is provided, except as provided in Note 1 below. Charges for this service shall be based on actual weight of goods stored in transit, subject to a 1,000-pound minimum, except as provided in Note 2 below.

Storage charges apply for each day of storage, and apply each time storage-in-transit service is rendered. Storage days will include the day goods are placed in storage, and the day goods are removed from storage (except as otherwise provided in Paragraph (e) of Item 151). If the goods are removed from storage on the same day they are placed in storage, one-day storage will apply.

NOTE 1: Wheaton will provide Storage-In-Transit service at the location requested by the shipper (normally the county of origin or destination).

If storage facilities (Wheaton or foreign warehouse location) as requested are not available, shipper will be advised, and storage will be effected at (a) the nearest available facility (Wheaton or foreign warehouse location) OR (b) otherwise agreed facility. In which case, charges will be assessed based upon the location of such agreed upon storage facility.

If Wheaton elects, for its own convenience, to provide Storage-In-Transit service at a location that was not requested OR agreed to by the shipper, charges will be assessed based upon the location as requested or agreed to by the shipper.

NOTE 2: The Storage-in-Transit charges on shipments or portions thereof moving under provision of Item 112, Weight Additives, will be based on the weight at which transportation rate is based.

NOTE 3: An SIT valuation charge equal to ten (10%) per cent of the applicable shipment valuation charge named in Item 25 of the tariff will apply for each storage period of 15 days or fraction thereof, in addition to the charges named in this item.

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PART E: STORAGE-IN-TRANSIT**

**ITEM 159
PICKUP AND DELIVERY TRANSPORTATION CHARGES
ON STORAGE-IN-TRANSIT (SIT) SHIPMENTS
(Effective: January 1, 2008)**

SIT pickup and delivery transportation charges apply for shipments stored in transit based on the location of the storage facility where the storage service is provided (except when provided for Wheaton convenience). The charges include pickup or delivery on storage-in-transit shipments, or portions thereof, as provided in Item 151.

When the Distance Between the Storage Facility and the Pickup or Delivery Location is:	The Applicable Charges Are:
Up to 30 Miles	The Pickup and Delivery Transportation Charges provided in the tariff software.
Over 30 Miles - Up To 50 Miles	The Pickup and Delivery Transportation Charges PLUS the Additional Distance Charge provided in the tariff software.
Over 50 Miles	In lieu of the provisions of this item, the tariff Transportation Charges Apply - (the provisions of this item DO NOT APPLY).

1. When shipper requests **Overtime SIT Pickup or Delivery Service**, the overtime charges provided herein apply when service is performed between 5:00 p.m. and 8:00 a.m., Monday through Friday, or at any time on Saturdays, Sundays and Holidays. Overtime charges will not apply when service is performed for Wheaton's convenience.

The Overtime SIT Pickup or Delivery Service charges provided herein **do not apply** when the distance between the storage facility and the pickup or delivery location is over 50 miles; refer to Item 127 (Overtime Loading and Unloading Service) for overtime charges to apply.

2. SIT Pickup and Delivery charges are subject to the minimum weights as provided for in this tariff, except for pickup or delivery of portions of the shipment, which shall be subject to a minimum weight of 1000 pounds if not otherwise specified.
3. SIT Pickup and Delivery charges apply without additional valuation charges when the shipment is released to a value not exceeding 60 cents per pound per article. If the shipment is declared or released at a higher amount of valuation, the Valuation Charges provided for in Item 25 apply in addition to the charges in this item.
4. SIT Pickup and Delivery charges apply based on the actual weight of the shipment, or portion thereof, that is placed into or removed from storage, PLUS any applicable weight additives as provided for in Item 112, subject to the minimum weight as provided for in the rules of this tariff.

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5. The SIT Pickup and Delivery charges include the loading and unloading of the shipment and the transportation of the shipment from or to the storage facility, but do not include any other Additional Services named in the tariff.
6. Pursuant to Item 180 of the tariff, Mileage Guide 18 shall be used to determine the distance-based rates when the storage facility and the residence have the same first three digits in their zip/postal codes.
7. When the distance between the storage facility and the residence is more than 50 miles, the provisions of this item will not apply; in lieu thereof, the applicable Transportation Charges will apply.

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PART F: CLAIMS

ITEM 171
CLAIMS, LOSS AND DAMAGE
(Effective: January 1, 2008)

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

A claim for loss, damage, injury, or delay will not be voluntarily paid by Wheaton unless filed in writing as provided in subparagraph (b) below with Wheaton, within the specified time limits applicable thereto and as otherwise may be required by law, the terms of the bill of lading or other contract of carriage, and all tariff provisions applicable thereto.

(b) **Minimum Filing Requirements:**

A communication in writing from a claimant filed with Wheaton within the time limits specified in the bill of lading or contract of carriage or transportation, and

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

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

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

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

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

(e) **Other claims:**

If investigation of a claim develops that one or more other carriers has been presented with a similar claim on the same shipment, Wheaton will communicate with each such other carrier and, prior to any agreement entered into between or among them as to the proper disposition of such claim or claims, will notify all claimants of the receipt of conflicting or overlapping claims and will require further substantiation, on the part of each claimant of his title to the property involved or his right with respect to such claim.

(f) **Concealed damage or shortage:**

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

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PART F: CLAIMS

(g) **Supporting documents:**

When a necessary part of an investigation, each claim must be supported by the original bill of lading (if not previously surrendered to Wheaton), either the original paid bill for transportation service or a photographic copy thereof, and for each article, the nature and extent of such damage, the basis for the amount claimed, i.e., date article purchased, original cost, amount of depreciation, actual cash value at time of loss or damage and, in the case of damage, a repair estimate.

(h) **Verification of loss:**

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

(i) **Satisfaction of claims:**

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

(j) **Constructive weight of packed interior shipping containers:**

When the liability of Wheaton is to be measured by the weight of the article lost or damaged and such article is packed in an interior-shipping container, in the absence of specific evidence to the contrary, such interior-shipping container will be deemed to have the following weight:

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

NOTE 1: Cartons containing books or phonograph records will be deemed to weigh 50 pounds.

NOTE 2: Cartons containing lampshades 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 for the container.

WHEATON VAN LINES, INC. COMMERCIAL RELOCATION TARIFF
WVL-100
PART F: CLAIMS

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

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

(l) **Acknowledgment and settlement by Wheaton:**

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

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

(m) **Salvage:**

Whenever property transported by Wheaton is damaged or alleged to be damaged and is, as a consequence thereof, not delivered or is rejected or refused upon tender thereof to the owner, consignee, or person entitled to receive such property, Wheaton, after giving due notice, whenever practicable to do so, to the owner and other parties that may have an interest therein, and unless advised to the contrary after giving such notice, will undertake to sell or dispose of such property directly or by the employment of a competent salvage agent. Wheaton will only dispose of the property in a manner that will fairly and equally protect the best interests of all persons having an interest therein. Wheaton will make an itemized record sufficient to identify the property involved so as to be able to correlate it to the shipment or transportation involved, and claim, if any filed thereon. Wheaton also will assign to each lot of such property a successive lot number and note that lot number on its record of shipment and claim, if any claim is filed thereon.

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

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

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**ITEM 180
GOVERNING PUBLICATIONS
(Effective: January 1, 2008)**

This tariff is governed by the following described publications:

TITLE OF PUBLICATION	ISSUING AGENT	DESIGNATION
NATIONAL ZIP CODE DIRECTORY	U.S. Postal Service (USPS)	NONE
CANADIAN POSTAL SERVICE DIRECTORY	Canadian Postal Service	NONE
MILEAGE GUIDE NO. 18 (See Notes)	HGB	HGB 100-G

The application of this tariff is governed by the postal zip code (or Canadian postal code) of each area or place within the United States and Canada as assigned by the United States Postal Service as found in the National Zip Code Directory and the Canadian Postal Service as found in the Canadian Postal Service Directory. The first three (3) digits of the postal zip code or the Canadian postal code define the applicable geographical service area for rate application purposes.

If the United States or the Canadian Postal Service changes a three-digit code area of a postal zip code or Canadian Postal Code after the effective date of this tariff, the old 3-digit code area shall be used for shipment rating purposes until a new corresponding three-digit code area is provided for herein.

Note 1: The application of specific distance-based items (**Item 51, Shuttle Service, and Items 153 and 159, relating to pickup and delivery transportation charges on storage-in-transit shipments [when storage facility and residence have the same first three digits in their zip/postal codes], and Alaska transportation charges**) is also governed by the Mileage Guide as provided herein.

Note 2: Mileage Guide 18 DOES NOT APPLY for the determination of distance-based charges from and to points in the United States or between points in the United States and Canada that are rated on a USPS Zip Code or a Canadian postal code basis.

Note 3: Where a mileage radius is named, such mileage radius shall include all points within the described number of highway mileage from the point that designates the mileage basing location of such named city as shown in the governing Mileage Guide. Where cities or points are partly within the described number of miles, such will be considered as wholly within the described number of miles.

Note 4: References to Mileage Guide 18, as well as the other governing publications, also refers to subsequent reissues of these publications.

**ITEM 182
CLASSIFICATION OF ARTICLES
(COMMODITY DESCRIPTION)
(Effective: January 1, 2008)**

The description of property to which rates, rules and regulations apply is that class of property defined by 49 U.S.C. Section 13102(10) under the following commodity description:

HOUSEHOLD GOODS. The term 'household goods', as used in connection with transportation, means PERSONAL EFFECTS AND PROPERTY USED OR TO BE USED IN A DWELLING, when a part of the

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equipment or supply of such dwelling, and similar property if the transportation of such effects or property is:

(A) arranged and paid for by the householder, except such term does not include property moving from a factory or store, other than property that the householder has purchased with the intent to use in his or her dwelling and is transported at the request of, and the transportation charges are paid to the carrier by, the householder, or

(B) arranged and paid for by another party.

ITEM 184
PARTICIPATING CARRIERS
(Effective: January 1, 2008)

This tariff applies to Wheaton Van Lines, Inc. d/b/a Wheaton Worldwide Moving MC 87113 and its wholly owned subsidiary motor carriers and freight forwarders which are as follows:

Crown Moving and Storage, Inc.	MC 287481
Crown Moving & Storage, Inc. of Illinois	MC 133500
La Habra Relocations, Inc. d/b/a Chesapeake Moving & Storage Co.	MC 71855
Wheaton Forwarding, Inc.	FF 839
Furniture Forwarding, Inc.	FF 345
Acorn Forwarding, Inc.	FF 838

ITEM 187
DEFINITION OF HOLIDAYS
(Effective: January 1, 2008)

Except as otherwise specifically provided in this tariff, reference to the term "holiday" shall be the date such Canadian, U.S. National or officially declared State holidays are observed.

When a holiday falls on a Saturday, the holiday will be observed on the preceding Friday. When a holiday falls on a Sunday, the holiday will be observed on the following Monday.

Charges for holidays in this tariff shall apply only when service is rendered within a State on such observed holiday date.

For reference purpose only, U.S. NATIONAL HOLIDAYS ARE:

NEW YEAR'S DAY, January 1; MARTIN LUTHER KING, JR. DAY, the third Monday in January; WASHINGTON - LINCOLN DAY, the third Monday in February; MEMORIAL DAY, the last Monday in May; INDEPENDENCE DAY, July 4; LABOR DAY, the first Monday in September; COLUMBUS DAY, the second Monday in October; VETERANS DAY, November 11; THANKSGIVING DAY, the fourth Thursday in November; CHRISTMAS DAY, December 25; and January 20 of each fourth year after 1965, INAUGURATION DAY AT ANY POINT IN THE DISTRICT OF COLUMBIA ONLY.

For reference purpose only, CANADIAN HOLIDAYS ARE:

NEW YEAR'S DAY, January 1; GOOD FRIDAY, Friday before Easter; VICTORIA DAY, Monday before May 24; ST. JEAN BAPTISTE DAY, June 24 (Quebec Only); DOMINION DAY, July 1; CIVIC DAY, first Monday in August; LABOR DAY, first Monday in September; THANKSGIVING DAY, second Monday in October; ARMISTICE DAY, November 11; CHRISTMAS DAY, December 25; and BOXING DAY, December 26.

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**ITEM 189
EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS
For Standard Use Throughout This Tariff
(Effective: January 1, 2008)**

U.S. STATE ABBREVIATIONS

AL	Alabama	MT	Montana
AK	Alaska	NE	Nebraska
AZ	Arizona	NV	Nevada
AR	Arkansas	NH	New Hampshire
CA	California	NJ	New Jersey
CO	Colorado	NM	New Mexico
CT	Connecticut	NY	New York
DC	District of Columbia	NC	North Carolina
DE	Delaware	ND	North Dakota
FL	Florida	OH	Ohio
GA	Georgia	OK	Oklahoma
HI	Hawaii	OR	Oregon
ID	Idaho	PA	Pennsylvania
IL	Illinois	RI	Rhode Island
IN	Indiana	SC	South Carolina
IA	Iowa	SD	South Dakota
KS	Kansas	TN	Tennessee
KY	Kentucky	TX	Texas
LA	Louisiana	UT	Utah
ME	Maine	VT	Vermont
MD	Maryland	VA	Virginia
MA	Massachusetts	WA	Washington
MI	Michigan	WV	West Virginia
MN	Minnesota	WI	Wisconsin
MS	Mississippi	WY	Wyoming
MO	Missouri		

CANADIAN PROVINCE AND TERRITORY ABBREVIATIONS

AB	Alberta	NU	Nunavut
BC	British Columbia	ON	Ontario
MB	Manitoba	PE	Prince Edward Island
NB	New Brunswick	QC	Quebec
NL	Newfoundland and Labrador	SK	Saskatchewan
NS	Nova Scotia	YT	Yukon
NT	Northwest Territory		

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EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS

ADD or ADD'L	Additional	LB(S)	Pound(s)
A.M. or a.m.	Ante Meridian	Load/Unload	Loading or Unloading
CFT	Cubic Foot	M.C.	Motor Carrier
		M.C.U.	Mechanical Condition Unknown
CN	Canada	MIN.	Minimum
COD	Collect on Delivery	NO.	Number
CONC	Concluded	O/T	Overtime
CONT	Continued	PACK/UNPACK	Packing or Unpacking
CWT	Hundredweight	PBO	Packed by Owner
CP	Carrier Packed	P/D	Pickup or Delivery
CU	Contents Unknown	PK	Packing
d/b/a/	Doing Business As	P.M. or p.m.	Post Meridian
EA	Each	REG	Regular
EAN	Except As Noted	SIT	Storage-in-Transit
EX. P/D	Extra Pickup or Delivery	STB	Surface Transportation Board
HGB	Household Goods Carriers Bureau Committee	Thru	Through (Inclusive)
DOT	Department of Transportation	Transp.	Transportation
		UN/PK	Unpacking
Inc	Inclusive	U.S.	United States
Jct	Junction	USPS	United States Postal Service
		W/T	Waiting Time

REFERENCE MARKS

<u>d</u>	Denotes DELETION of former provisions	<u>N</u>	Denotes NO CHANGE in Rates
<u>A</u>	Denotes an INCREASE in Rates	<u>C</u>	Denotes a CHANGE which Results in Neither an Increase nor a Reduction in Rates
<u>R</u>	Denotes a REDUCTION in Rates		