

ATLANTA PEACH MOVERS INTERSTATE TARIFF OF RATES: ATLANTA PEACH

INTRODUCTION

This tariff is published individually by the motor carrier referenced above pursuant to 49 U.S.C. Section 13702, 49 C.F.R. Section 1310, 49 C.F.R. Section 375, in accordance with the United States Surface Transportation Board's May 4, 2007 decision, which revoked antitrust immunity for the moving industry and eliminated collective rate-making.

HOW TO USE THIS TARIFF

This tariff governs the transportation of household goods (personal effects and property) and other similarly defined articles between all points in the United States and Canada. A description of the specific types of articles included and the geographic scope of the transportation provided are explained in more detail in Items 1, 18, 29 and 100 of the tariff.

TRANSPORTATION CHARGES

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, but **do not include** the Additional Services referenced in Sections 1 and 2 of the tariff.

The transportation charges apply for the transportation of household goods between all points in the United States (except Hawaii) and Canada. The charges apply between US postal zip codes as well as between US postal zip codes and Canadian postal codes (Rand McNally is used to determine the applicable charges). Rates are published in the Appendix and are accessible through the electronic software portion of the tariff.

The Transportation Charge referenced on an Order for Service and Bill of Lading consists of four main components:

- Base Linehaul
- Origin Linehaul Factor
- Destination Linehaul Factor
- Shorthaul

The following Items will also be incorporated into the Transportation Charge:

- IRR Surcharge
- Origin Fee
- Destination Fee

ADDITIONAL SERVICES

Additional Service rates and charges apply for services that are requested by the shipper or necessary to complete the shipment. These rates and charges are published in the Appendix and are accessible through the electronic software portion of the tariff. Refer to the application items in Section 1 or 2 for more information.

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Item 3, Released and Declared Value. The charges in this item apply when the shipment is declared or released for transportation under the Full Value Protection provisions. The shipper may select from 3 deductible options.

Item 16, 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 \$1.95 per gallon, a percentage adjustment applies on the transportation charges. This will appear as a separate item if the carrier has chosen not to group into the transportation charge.

Item 28, Diversions and Stopoffs. 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 35, Advancing Charges. This item applies when charges are advanced by the carrier 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 60, Insurance Surcharge. This item contains an additional percentage adjustment to the transportation charges to compensate the carrier for the cost of obtaining insurance coverage. This will appear as a separate item if the carrier has chosen not to group into the transportation charge.

Item 105, Container Service. This item applies when the carrier furnishes cartons and performs the packing of some or all of the articles in the shipment. The item applies on a hundredweight basis for complete (full-pack jobs) shipments and on a per container basis for partial shipment pack jobs. 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 and appendix include the cartons and packing materials. Rates are not provided for containers or materials that are supplied but not packed by the carrier.

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

Item 120, Extra Labor, Special Services and Waiting Time. This item applies when the carrier provides extra labor, special services (such as disassembling or assembling unusual articles), or waiting time.

Item 125, Shuttle Service. This item applies when the shipper requests shuttle service for pickup or delivery at inaccessible locations.

Item 130, Light and Bulky Articles and Weight Additives. This item applies when light or bulky articles, such as cars, large-screen televisions, or hot tubs, are included in the shipment. The item also includes weight additives that apply for articles such as boats, trailers and campers.

Item 135, Origin and Destination Service Charge. This item applies on a hundredweight basis at the origin and destination point of the shipment to compensate the carrier for handling and servicing the shipment at each location. This will appear as a separate item if the carrier has chosen not to group into the transportation charge.

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Item 175, Pickup or Delivery Service on Saturdays, Sundays or Holidays. This item applies when the carrier 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 185, Storage. 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.

When storage-in-transit is provided, an additional SIT valuation charge applies in an amount equal to 10% of the shipment charge when the shipment is transported under Full Value Protection. The SIT valuation charge applies for each storage period of 15 days or fraction thereof.

Example: A 5000 pound shipment released at \$30,000 is placed into SIT for 17 days. The shipment valuation charge would be \$208.00 (at the \$250 deductible level) and the SIT valuation charge would be 10% of the shipment valuation charge for each 15 days or fraction thereof of storage, or \$41.60 (10% times \$208 times 2). In this example, remember that the SIT valuation charge applies in 15-day increments. Therefore, since the SIT period continued into the second 15-day period, the SIT valuation charge applies twice.

Item 200, Claims, Loss and Damage. This item applies when the carrier performs claim resolution services on behalf of a third party.

Item 207, Climate Control Service. This item applies when carrier provides insulated units equipped with air-ride suspension and mechanical units that supply refrigeration, heating or humidity control for the shipment.

Item 210, Pickup and Delivery Transportation Charges on Storage-In-Transit Shipments. This item applies on SIT shipments when the carrier 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.

Item 225, Pickup and Delivery Service Applicable at Third Party and Self-Storage Warehouses. This item applies when the carrier is requested to go inside the warehouse space rented by the shipper to either remove items stored there or to place items into the storage space. Charges apply based on the location of the storage facility and the weight of the items stored.

Item 301, Forms of Payment. Carrier will accept American Express, Discover, MasterCard or Visa credit cards as provided for herein.

Item 304, Selling of Insurance. Carrier may offer to procure insurance as provided for herein.

Item 308, Written Binding Estimates. Carrier will provide a written binding estimate for transportation and other services upon request as provided for herein.

Item 320, Discounts. Carrier will offer discounts in accordance with the options published herein.

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SECTION 1: RULES & REGULATIONS

**ITEM 1
APPLICATION OF TARIFF - ELECTRONIC FORMAT**

This tariff applies for the transportation of household goods shipments between points in the United States and Canada, as follows:

1. Between points in the United States, excluding Alaska and Hawaii, and
2. Between points within Hawaii on shipments having a prior or subsequent movement in interstate or international commerce, and
3. Between points in the United States (excluding Alaska and Hawaii), on the one hand, and, on the other, points in Canada.
4. 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 issuance of revised pages, supplement or issuance of a new tariff.

Electronic Format. This tariff is published and made available to users and subscribers via an electronic format. The tariff contains two components: (1) a printed tariff document that contains the governing rules, regulations, rates and charges, 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.

Refer to the instructions accompanying the TechMate tariff software for information on the electronic retrieval of tariff rates and charges.

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**ITEM 2
BILL OF LADING AND RATES**

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 the Uniform Household Goods 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 original bill of lading as fully as if the same were written or made in connection with the original bill of lading.

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

- (b) The rates and charges shown herein are reduced rates conditioned upon the use of the Uniform Household Goods Bill of Lading. Consignor at his option, may elect not to accept the terms of the Uniform Household Goods Bill of Lading, and in lieu thereof to have the carrier transport the property with carrier's liability limited only as provided by common law and by the laws of the United States and the several States insofar as they apply, but subject to the terms and the conditions of the Uniform Household Goods Bill of Lading insofar as such terms and conditions are not inconsistent with such common carrier's liability; the rate charged therefore will be 100 percent higher than the transportation 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 the initial carrier of such election. The initial carrier must indicate the receipt of such notice by writing or stamping thereon a clause signed by the carrier reading:

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

- (c) All rates and charges herein are dependent upon the shipment being released in accordance with the provisions of Item 3 of this tariff.

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**ITEM 3
RELEASED AND DECLARED SHIPMENT VALUE (VALUATION)**

The carrier's maximum liability in the event of loss or damage shall be either:

- (1) The lump sum value declared by the shipper, which may not be less than \$6,000 or \$6.00 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 the carrier, in writing, with liability limited to sixty (60) cents per pound per article.

Unless the shipper expressly waives carrier'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, the carrier'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 \$6.00 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.

Carrier'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, of 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. To avoid these additional charges, shipper must agree that if articles are lost or damaged, carrier 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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ITEM 3 (Continued) RELEASED AND DECLARED SHIPMENT VALUE (VALUATION)

VALUATION (See Notes 1 and 2)		VALUATION CHARGE (In Dollars) (See Notes 1 and 2)		
IF \$6.00 TIMES THE WEIGHT OF THE SHIPMENT OR THE LUMP SUM AMOUNT DECLARED IS:	THEN THE MAXIMUM AMOUNT OF CARRIER LIABILITY IS:	OPTION A: THE VALUATION CHARGE FOR CARRIER LIABILITY WITH NO DEDUCTIBLE IS: (In Dollars)	OPTION B: THE VALUATION CHARGE FOR CARRIER LIABILITY WITH \$250 DEDUCTIBLE IS: (In Dollars)	OPTION C: THE VALUATION CHARGE FOR CARRIER LIABILITY WITH \$500 DEDUCTIBLE IS: (In Dollars)
\$ 0 to \$6,000	\$6,000	\$ 93	\$ 53	\$ 37
\$6,001 to \$10,000	10,000	138	85	56
\$10,001 to \$15,000	15,000	182	118	81
\$15,001 to \$20,000	20,000	222	151	101
\$20,001 to \$25,000	25,000	264	175	122
\$25,001 to \$30,000	30,000	315	208	143
\$30,001 to \$35,000	35,000	364	230	161
\$35,001 to \$40,000	40,000	413	260	179
\$40,001 to \$50,000	50,000	464	294	208
\$50,001 to \$60,000	60,000	537	336	232
\$60,001 to \$75,000	75,000	620	419	294
\$75,001 to \$100,000	100,000	762	560	436
\$100,001 to \$125,000	125,000	921	719	595
\$125,001 to \$150,000	150,000	1079	878	753
\$150,001 to \$175,000	175,000	1238	1037	912
\$175,001 to \$200,000	200,000	1397	1195	1071
\$200,001 to \$225,000	225,000	1556	1354	1230
\$225,001 to \$250,000	250,000	1714	1513	1388
Over \$250,000		(See Note A)	(See Note B)	(See Note C)

NOTE 1: The minimum per pound valuation and the valuation charges contained in the foregoing table may be adjusted annually to reflect the percentage change in the US Department of Labor Consumer Price Index, All Urban Consumers (All items), as authorized by the Surface Transportation Board in Amendment No. 4 to Released Rates Decision No. MC-999, decided July 24, 2006 and Amendment No. 5 to Released Rates Decision No. RR-999, decided January 10, 2012.

NOTE 2: When storage-in-transit is provided, an additional SIT valuation charge applies in an amount equal to ten (10%) percent of the shipment valuation charge when the shipment is transported under the Full (Replacement) Value Protection Option. The SIT valuation charge applies for each storage period of 15 days or fraction thereof.

NOTE A: The charge for valuation in excess of \$250,000 will be the charge for the first \$250,000 plus \$0.60 for each \$100, or fraction thereof, in excess of \$250,000.

NOTE B: The charge for valuation in excess of \$250,000 will be the charge for the first \$250,000 plus \$0.50 for each \$100, or fraction thereof, in excess of \$250,000.

NOTE C: The charge for valuation in excess of \$250,000 will be the charge for the first \$250,000 plus \$0.40 for each \$100, or fraction thereof, in excess of \$250,000.

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**ITEM 3 (Continued)
RELEASED AND DECLARED SHIPMENT VALUE (VALUATION)**

NOTICE REQUIRED ON ESTIMATE FORM/COMPUTER SCREEN

The following notice shall be placed in a prominent place, in at least 12-point type, on a moving company's required written estimate (if printed). If the estimate is provided electronically, this statement must be of a size that, when printed on 8 by 12 inch paper, equates to 12-point type.

WARNING: If a moving company loses or damages your goods, there are 2 different standards for the company's liability based on the types of rates you pay. **BY FEDERAL LAW, THIS FORM MUST CONTAIN A FILLED-IN ESTIMATE OF THE COST OF A MOVE FOR WHICH THE MOVING COMPANY IS LIABLE FOR THE FULL (REPLACEMENT) VALUE OF YOUR GOODS** in the event of loss of, or damage to, the goods. This form may also contain an estimate of the cost of a move in which the moving company is liable for **FAR LESS** than the replacement value of your goods, typically at a lower cost to you. You will select the liability level later, on the bill of lading (contract) for your move. Before selecting a liability level, please read "Your Rights and Responsibilities When You Move," provided by the moving company, and seek further information at the government website "www.protectyourmove.gov."

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**ITEM 3 (Continued)
RELEASED AND DECLARED SHIPMENT VALUE (VALUATION)**

- (a) The released value must be entered on the Bill Of Lading in the following form and may be completed only by the person signing it:

**THE CONSUMER MUST SELECT ONE OF THESE OPTIONS FOR THE CARRIER'S LIABILITY FOR
LOSS OR DAMAGE TO YOUR HOUSEHOLD GOODS**

**CUSTOMER'S DECLARATION OF VALUE
THIS IS A STATEMENT OF THE LEVEL OF CARRIER LIABILITY
—IT IS NOT INSURANCE**

Option 1:

The Cost Estimate that you receive from your mover **MUST INCLUDE Full (Replacement) Value Protection for the articles that are included in your shipment. If you wish to waive the Full (Replacement) Value level of protection, you must complete the WAIVER of Full (Replacement) Value Protection shown below.**

Full (Replacement) Value Protection is the most comprehensive plan available for protection of your goods. If any article is lost, destroyed, or damaged while in your mover's custody, your mover will, at its option, either: 1) repair the article to the extent necessary to restore it to the same condition as when it was received by your mover, or pay you for the cost of such repairs; or 2) replace the article with an article of like kind and quality, or pay you for the cost of such a replacement. Under Full (Replacement) Value Protection, if you do not declare a higher replacement value on this form prior to the time of shipment, the value of your goods will be deemed to be equal to \$6.00 multiplied by the weight (in pounds) of the shipment, subject to a minimum valuation for the shipment of \$6,000. Under this option, the cost of your move will be composed of a base rate plus an added cost reflecting the cost of providing this full value cargo liability protection for your shipment.

If you wish to declare a higher value for your shipment than these default amounts, you must indicate that value here. Declaring a higher value may increase the valuation charge in your cost estimate.

**The Total Value of my shipment is: _____ (to be provided by customer)
Dollar Estimate of the cost of your move at Full (Replacement) Value Protection:
_____ (to be provided by carrier)**

I acknowledge that for my shipment I have: 1) **ACCEPTED** the Full (Replacement) Level of protection included in this estimate of charges and declared a higher Total Value of my shipment (if appropriate); and 2) received a copy of the "Your Rights and Responsibilities When You Move" brochure explaining these provisions.

X _____
Customer's signature Date

-----OR-----

(Item 3 continued on next page)

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ITEM 3 (Continued) RELEASED AND DECLARED SHIPMENT VALUE (VALUATION)

Option 2:

WAIVER of Full (Replacement) Value Protection. This lower level of protection is provided at no additional cost beyond the base rate; however, it provides only minimal protection that is considerably less than the average value of household goods. Under this option, a claim for any article that may be lost, destroyed, or damaged while in your mover's custody will be settled based on the weight of the individual article multiplied by 60 cents. For example, the settlement for an audio component valued at \$1,000 that weighs 10 pounds would be \$6.00 (10 pounds times 60 cents).

Dollar Estimate of the cost of your move under the 60-cents option: _____.

COMPLETE THIS PART ONLY if you wish to **WAIVE** The Full (Replacement) Level of Protection included in the higher cost estimate provided [above] [on the prior page] for your shipment and instead select the **LOWER Released Value of 60-cents-per-pound Per Article**; to do so you must initial and sign on the lines below-

I wish to Release My Shipment to a Maximum Value of 60-cents-per-pound per Article _____
(Initials)

I acknowledge that for my shipment I have: 1) **WAIVED** the Full (Replacement) Level of protection, for which I have received an estimate of charges, and 2) received a copy of the "Your Rights and Responsibilities When You Move" brochure explaining these provisions.

X _____
Customer's signature _____ Date _____

(Optional language that carriers may choose to include in
the Required Valuation Clause printed above)

Deductibles

You may also select one of the following deductible amounts under the Full (Replacement) Value level of liability that will apply for your shipment. (If you do not make a selection, the "No Deductible" level of full value protection that is included in your cost estimate will apply):

Amount of Deductible and (Estimate of Total Cost Move)	Customer to write initials beside selected of deductible
\$0 Deductible (_____)	_____ (Customer writes in initials to Select a deductible)
\$XXX Deductible (_____)	_____
\$XXX Deductible (_____)	_____
\$XXX Deductible (_____)	_____
And so on.	

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**ITEM 3 (Continued)
RELEASED AND DECLARED SHIPMENT VALUE (VALUATION)**

The following notice shall be placed on the bill of lading for household goods shipments involving a motor carrier segment and an ocean segment.

The provisions of the Carriage of Goods by the Sea Act and/or of 49 U.S.C. 14706(f)(2) (a provision in the Interstate Commerce Act) permit us to offer "released" rates (reduced rates under which you will not be fully reimbursed if your shipment is lost, damaged, or destroyed), but they also require that we offer rates that will better protect a consumer in the event of loss or damage to a shipment. Under the rates offered here, your reimbursement in the event of loss will be limited to

_____.

We also offer higher levels of protection (at higher rates). Signing this document below indicates that you agree to pay and be bound by the terms of the released, limited-recovery rates.

(Customer's Signature)

(Date)

Provided that: Where the shipper is the employer of the actual owner of the household goods being transported and is responsible for all transportation charges in connection with such move, the shipper may waive the Full (Replacement) Value level of liability and instruct the motor carrier to release the shipment to a value of 60 cents per pound per article (a) by specification made on a purchase order, or (b) by issuing, in advance of the shipping date, appropriate letters of instruction to the carrier. In such instances, the motor carrier must incorporate the instructions by reference to the shipper's document in the bill of lading in lieu of the personal signature and handwritten statement relating to released rates.

- (b) When a shipment is tendered to the carrier with a released or declared value equal to or greater than \$6.00 per pound times the weight of the shipment in pounds, the carrier 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.
- (c) Carrier'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. Carrier 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 the carrier.
- (d) Provisions of this item are contractual limits of liability as provided for in 49 U. S. C. Section 14706 and are not to be construed as "insurance".

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RELEASED AND DECLARED SHIPMENT VALUE (VALUATION)**

- (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 \$6,000 or \$6.00 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 the carrier 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) of valuation declared will determine the valuation charge that will apply, as shown in the table on page 7.
- (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 the carrier's maximum liability, whether or not loss or damage, injury, or delay occurred from carrier 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 carrier's investigation establishes the carrier'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 and revised July 24, 2006, 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 and revised July 24, 2006, subject to complaint or suspension.

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**ITEM 3 (Concluded)
RELEASED AND DECLARED SHIPMENT VALUE (VALUATION)**

EXCEPTION 1: Shippers who tender shipments which are released to a value greater than 60¢ per pound per article, that include an article or articles that exceed \$100 per pound per article, in value, must specifically notify the carrier 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 the carrier's Bill of Lading, or in substitution thereof, the Order for Service:

EXTRAORDINARY (UNUSUAL) VALUE ARTICLE DECLARATION

I acknowledge that I have prepared and retained a copy of the "Inventory of Items Valued in Excess of \$100 Per Pound Per Article" that are included in my shipment and that I have given a copy of this Inventory to the mover's representative. I also acknowledge that the mover's liability for loss of or damage to any article valued in excess of \$100 per pound will be limited to \$100 per pound for each pound of such lost or damaged article(s) (based on actual article weight), not to exceed the declared value of the entire shipment, unless I have specifically identified such articles for which a claim for loss or damage is made on the attached inventory.

(Shipper's (Customer's) Signature)

(Date)

A shipper's failure to notify the carrier that an article or articles having a value that exceeds \$100 per pound will be included in the shipment will restrict the carrier'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.

See Item 62 herein for the correct form and minimum contents of carrier's "Inventory of Items Valued in Excess of \$100 Per Pound, Per Article".

EXCEPTION 2: The Full (Replacement) Value Protection rates and provisions in this item WILL NOT APPLY if the carrier immediately sets forth other Full (Replacement) Value Protection rates and provisions in a supplement.

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**ITEM 4
WEIGHING AND WEIGHTS**

1. If the carrier transports shipments on a non-binding estimate, it shall determine the weight of each shipment transported prior to the assessment of any charges depending on the shipment weight. Except as otherwise provided in this item the weight shall be obtained on a scale meeting the definition of a certified scale as provided in 49 CFR 375.1 (b)(4).
2. Weighing Procedure
 - a. Except as otherwise provided in this item, the weight of each shipment shall be obtained by determining the difference between the tare weight of the vehicle on which the shipment is to be loaded prior to the loading and the gross weight of this same vehicle after the shipment is loaded; or, the gross weight of the vehicle with the shipment loaded and the tare weight of the same vehicle after the shipment is unloaded.
 - b. At the time of both weighings the vehicle shall have installed or loaded all pads, dollies, hand trucks, ramps and other equipment required in the transportation of such shipments. Neither the driver nor any other persons shall be on the vehicle at the time of either weighing.
 - c. The fuel tanks on the vehicle shall be full at the time of each weighing or, in the alternative, no fuel may be added between the two weighings when the tare weighing is the first weighing performed.
 - d. The trailer of a tractor-trailer vehicle combination may be detached from the tractor and the trailer weighed separately at each weighing providing the length of the scale platform is adequate to accommodate and support the entire trailer at one time.
 - e. Shipments weighing 1,000 pounds or less may be weighed on a certified platform or warehouse scale prior to loading for transportation or subsequent to unloading.
 - f. The net weight of shipments transported in containers shall be the difference between the tare weight of the container, including all pads, blocking and bracing used or to be used in the transportation of the shipment and the gross weight of the container with the shipments loaded therein.
 - g. The shipper or any other person responsible for payment of the freight charges shall have the right to observe all weighing of the shipment. The carrier must advise the shipper or any other person entitled to observe the weighing of the time and specific location where each weighing will be performed and must give that person a reasonable opportunity to be present to observe the weighing. Waiver by a shipper of the right to observe any weighing or reweighing is permitted and does not affect any rights of the shipper under these regulations or otherwise.

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**ITEM 4 (Concluded)
WEIGHING AND WEIGHTS**

- h. Carrier may substitute manufacturer's weight for automobiles, trucks, vans, campers, boats, and other similar vehicular or bulky articles in lieu of obtaining separate weight tickets on these articles whenever such articles are included within a shipment. Manufacturer's weight will be obtained from either the Branham Automobile Reference Book, the National Automobile Dealer's Association (N.A.D.A.) Official Used Car Guide (the "Guide"), or from other appropriate reference sources of manufacturer's weight, or the shipper may provide carrier with copies of manufacturer's documents evidencing the weight of the article included in a shipment.
3. Weight Tickets. The carrier shall obtain a separate weight ticket for each weighing required under this item except when both weighings are performed on the same scale, one weight ticket may be used to record both weighings. Every weight ticket must be signed by the person performing the weighing and must contain the following minimum information:
- a. The complete name and location of the scale.
 - b. The date of each weighing.
 - c. Identification of the weight entries thereon as being the tare, gross and/or net weights.
 - d. The company or carrier identification of the vehicle.
 - e. The last name of the shipper as it appears on the bill of lading.
 - f. The carrier'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 the carrier 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 the carrier in containers or to shipments consisting solely of machinery (including auxiliary and component parts thereof) which are being transported by the household goods carrier pursuant to the definition of household goods in paragraph (3) of Item 100 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.**

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**ITEM 5
CONTROL AND EXCLUSIVE USE OF VEHICLE**

(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. The carrier shall not be required to provide exclusive use of vehicle under this paragraph. For exclusive use of vehicle, refer to Paragraph (C) of this item.

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

EXPEDITED SERVICE ORDERED BY SHIPPER
DELIVER ON OR BEFORE _____

3. Except in case of the fault of the shipper, in the event the shipment is not tendered for delivery on or before the delivery date, this 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) - COMPLETE OCCUPANCY OF VEHICLE:

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

NOTE: The complete occupancy of vehicle provisions will not apply on residence-to-residence moves and other shipments transported under Paragraph (1) of Item 100, Commodity Description of Household Goods.

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

SHIPMENT COMPLETELY OCCUPIED A _____ CU. FT. VEHICLE

(C) - 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.

(Item 5 concluded on next page)

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**ITEM 5 (Concluded)
CONTROL AND EXCLUSIVE USE OF VEHICLE**

2. If at time for loading such shipment, carrier does not have available a vehicle of capacity ordered, carrier may substitute a vehicle or vehicles of an equivalent or greater capacity and transportation charges and minimum therefore shall be the same as would apply had carrier furnished a vehicle of the capacity ordered. (See Paragraph (F) of this item).

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

EXCLUSIVE USE OF A _____ CU. FT. VEHICLE 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 the carrier'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 the carrier. Service will be subject to charges as provided in Section 2.
4. Shipper painting of carrier's equipment will be permitted subject to the carrier's convenience and providing the shipper assumes all of the expense of painting and repainting. Repainting of the equipment shall be made according to the carrier'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.

(D) - 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.

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

SPACE RESERVATION _____ CU. FT. ORDERED

(E) - SIGNATURE REQUIRED FOR SERVICES:

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

(F) - DISPLAY OF VAN SPACE:

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

NOTE: All shipments subject to weighing provisions as provided in Item 4.

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**ITEM 6
CONSOLIDATION OF SHIPMENTS**

The term "shipment" means property tendered by one shipper, and accepted by the carrier for loading the same day or consecutive days, at one place of origin (except as otherwise provided in Item 28), for one consignee, at one destination (except as otherwise provided in Item 28), 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 (or more than one party when Item 28 is applicable) to notify of the arrival of the shipment at destination(s). (See Item 17, Storage-In-Transit, for computation of charges on a portion of shipment stored in transit.)

**ITEM 7
RESERVED FOR FUTURE USE**

**ITEM 8
OPERATING RIGHTS**

Rates published in this tariff are limited to the handling of household goods in interstate or foreign commerce as described herein. However, the carrier may handle within its territory at through rates shown in this tariff, shipments moving to, or from points beyond the scope of its own service by arrangement with lawfully qualified connecting carriers.

**ITEM 9
ROUTING, INTERCHANGE AND INTERMEDIATE TRANSFER**

Except as otherwise provided in this tariff, and where prohibited by law or STB order, rates apply via all routes made by use of the principal carrier and its agents who are parties to this tariff, with interchange at common points. For purposes of this rule, a common point is one where the two carriers interchanging at that point may lawfully serve in the manner required by such interchange.

Rates published in this tariff include all charges for drayage or other transfer services at intermediate transfer points on shipments handled through and not stopped for special service at such intermediate transfer points.

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**ITEM 10
MARKING OR TAGGING FREIGHT**

- (a) Articles of fragile or breakable nature must be properly packed.
- (b) Packages containing fragile articles or articles consisting wholly or in part of glass, when packed by the shipper or his agent, must be marked by plain and distinct letters designating the fragile character of contents.
- (c) 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.
- (d) 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, carrier will arrange to have such articles properly packed at charges shown in this tariff.
- (e) Upon request of shipper or his agent, carrier will prepare a second inventory of the shipment which will include itemized contents of each container packed by carrier and will show thereon, if requested by the shipper, the valuation of each article as furnished by shipper or his agent. Charges for this second inventory will be at the rates provided in Item 120, Extra Labor.

**ITEM 11
CLASSIFICATION OF PARTS OR PIECES OF A COMPLETE ARTICLE**

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 carrier's liability as provided in Item 3.

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 \$.60 per pound per article.

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**ITEM 12
SUPPLEMENTS & CANCELLATION OF TARIFF PAGES, ITEMS OR PORTIONS THEREOF**

When this tariff is amended by revised pages, each revised page cancels the item or portion thereof shown on the original or revised page of the same page number. Reference made herein to items or pages in this tariff shall include reference to the reissue of such revised pages.

For example, "1st Revised Page 10" will have the effect of canceling Original page 10; "45th Revised Page 12" will have the effect of canceling 44th Revised page 12; "13th Revised Page 4-A" will have the effect of canceling 12th Revised Page 4-A and also 11th Revised Page 4-A if the cancellation of 12th takes place on or before its effective date.

Alternatively, pursuant to 49 CFR 1310.3(b), tariff supplements may be used.

**ITEM 14
INSPECTION OF ARTICLES**

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

**ITEM 15
INSURANCE**

The carrier will not assume the cost of insurance against marine risk or any other insurance for the benefit of the shipper.

**ITEM 16
FUEL COST PRICE ADJUSTMENT (SURCHARGE)**

A Fuel-Related Cost Price Adjustment (Surcharge) will apply on 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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ITEM 16 (Concluded) FUEL COST PRICE ADJUSTMENT (SURCHARGE)

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 4th is \$2.239 per gallon, a two (2.0%) 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 2nd increases to \$2.269 per gallon, a three (3.0%) 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 Adjustment WILL 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 \$1.95	0%	From \$3.75 to \$3.899	13.0%
From \$1.95 to \$2.099	1.0%	From \$3.90 to \$4.049	14.0%
From \$2.10 to \$2.249	2.0%	From \$4.05 to \$4.199	15.0%
From \$2.25 to \$2.399	3.0%	From \$4.20 to \$4.349	16.0%
From \$2.40 to \$2.549	4.0%	From \$4.35 to \$4.499	17.0%
From \$2.55 to \$2.699	5.0%	From \$4.50 to \$4.649	18.0%
From \$2.70 to \$2.849	6.0%	From \$4.65 to \$4.799	19.0%
From \$2.85 to \$2.999	7.0%	From \$4.80 to \$4.949	20.0%
From \$3.00 to \$3.149	8.0%	From \$4.95 to \$5.099	21.0%
From \$3.15 to \$3.299	9.0%	From \$5.10 to \$5.249	22.0%
From \$3.30 to \$3.449	10.0%	From \$5.25 to \$5.399	23.0%
From \$3.45 to \$3.599	11.0%	From \$5.40 to \$5.549	24.0%
From \$3.60 to \$3.749	12.0%	Over \$5.549	See Note 1

Note 1: If the DOE fuel price per gallon exceeds \$5.549, the 24% fuel surcharge, subject to paragraphs 1 through 4 herein, will be increased by an additional 1% for every fifteen (\$0.15) cents, or fraction thereof, per gallon increase in the price above \$5.549 per gallon.

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**ITEM 17
STORAGE-IN-TRANSIT**

- (a) Storage-In-Transit of property covered by this tariff is the holding of the shipment or portion thereof at or in the facilities or warehouse used by the carrier or its agent, 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 the carrier may designate any facility or warehouse to serve as its agent.
- (b) A shipment or portion thereof may be placed in storage-in-transit one or more times for an aggregate period not to exceed 90 days. When not removed from storage-in-transit at midnight on the 90th day, liability as carrier shall terminate after such time, 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. Carrier may terminate the interstate character of the shipment or portion thereof prior to the 90-day maximum storage-in-transit period, if payment of the billed charges is not made within the due date stated on such billing. Until all lawful charges are paid, property will remain at carrier'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 20) 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.
 3. Charges for additional services, advances and other lawful charges.
- (d) When storage-in-transit is at other than origin, charges (subject to Item 20) 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. Charges for additional services, advances and other lawful charges.

At the time of billing under this paragraph, storage charges due the carrier may be billed. Storage charges for subsequent days of storage that property remains in storage-in-transit may be billed as they become due.

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**ITEM 17 (Continued)
STORAGE-IN-TRANSIT**

- (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 carrier 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.

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

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

Refer to Item 210 for the application of SIT pickup and delivery 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 rate 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 rate based on the weight of such portion, subject to the provisions of Paragraph (f) of this item.

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**ITEM 17 (Continued)
STORAGE-IN-TRANSIT**

- (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 185.
 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 the carrier 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 and other lawful charges shall apply in identical manner as provided in Paragraphs (c) or (d), whichever is applicable.
- (k) When storage-in-transit property has been placed into storage at the carrier's or agent's storage location, both the carrier 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.
 4. The dates when all charges, advances, or payments were made or received.
- Dates property was delivered to and forwarded from the storage location.

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**ITEM 17 (Continued)
STORAGE-IN-TRANSIT**

- (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 20. 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 120. 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 185 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 33 hereof, or for any other reason other than the fault of the carrier, and neither shipper, consignor, nor owner designates another address at which delivery can be made, carrier will place the property under the storage-in-transit provision of this item.
- (o) When property is placed in storage-in-transit, the carrier's limitations on liability also apply to the party in possession of the property.

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**ITEM 17 (Concluded)
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 rates 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 rates 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.

NOTE 2: When property is removed from storage-in-transit and extra pickups are ordered:

- (1) the transportation rates 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 rates 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 48 for provisions governing NOTIFICATION BY CARRIER WHEN STATUS OF A STORAGE-IN-TRANSIT SHIPMENT CHANGES.

NOTE 5: See Item 43 for provisions in bill of lading relating to limitations on liability.

**ITEM 17-1
ATTEMPTED DELIVERY TO RESIDENCE FROM SIT**

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

1. **Round trip distance** from the storage facility to residence and return: Item 210, Pickup or Delivery Transportation charges on Storage-In-Transit Shipments, WILL APPLY. (Pursuant to the provisions of Item 210, Rand McNally 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 17(e).
3. **Waiting Time:** The provisions of Item 120 WILL APPLY if carrier is required to wait at residence.

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**ITEM 18
GOVERNING PUBLICATIONS**

This tariff is governed by the following described publications:

TITLE OF PUBLICATION	ISSUING AGENT
NATIONAL ZIP CODE DIRECTORY	U.S. Postal Service (USPS)
CANADIAN POSTAL SERVICE DIRECTORY	Canadian Postal Service
RAND MCNALLY MILEAGE GUIDE	RAND MCNALLY

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 125, Shuttle Service, and Items 17-1 and 210, 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]**) is also governed by Rand McNally as provided herein.

Note 2: 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 computed by Rand McNally. Where cities or points are partly within the described number of miles, such will be considered as wholly within the described number of miles.

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**ITEM 19
CLAIMS, LOSS AND DAMAGE**

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

A claim for loss, damage, injury, or delay will not be voluntarily paid by the carrier unless filed in writing as provided in subparagraph (b) below with the receiving or delivering carrier, or carrier issuing the bill of lading, or carrier on whose line the alleged loss, damage, injury, or delay occurred, 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 carrier 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 the carrier or its inspection agency, whether the extent of loss or damage is indicated in dollars and cents or otherwise will, standing alone, not be considered by the carrier 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 carrier for an uncertain amount, such as \$100 more or less, carrier 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, the carrier investigating such claim 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.

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**ITEM 19 (Continued)
CLAIMS, LOSS AND DAMAGE**

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

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

(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 the carrier), 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, the carrier 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:**

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

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

When the liability of the carrier 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:

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**ITEM 19 (Continued)
CLAIMS, LOSS AND DAMAGE**

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.

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

(l) Acknowledgment and settlement by carrier:

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

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CLAIMS, LOSS AND DAMAGE**

Carrier will pay, decline, or make a firm compromise settlement offer in writing to the claimant within 120 days after receipt of the claim by the carrier or its agent: Provided, that, if the claim cannot be processed and disposed of within 120 days after the receipt thereof, the carrier, 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 the carrier is damaged or alleged to be damaged and is, as a consequence thereof, not delivered or is rejected or refused upon tender thereof to the owner, consignee, or person entitled to receive such property, carrier, after giving due notice, 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. Carrier 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. Carrier 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. Carrier 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, carrier 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 the carrier or through a salvage agent or company in which the carrier or one or more of its directors, officers, or managers has any interest, financial or otherwise, that carrier's salvage records shall fully reflect the particulars of each such transaction or relationship, or both as the case may be.

NOTE: See ITEM 47 for provisions governing DEPRECIATION FACTOR ON CLAIMS FOR LOST OR DAMAGED ITEMS.

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**ITEM 20
COLLECTION OF CHARGES, PREPAYMENT**

- (a) The carrier will not deliver or relinquish possession of property transported by it until the charges i.e., (1) either the total binding estimate amount or 110% of the non-binding estimate amount; (2) the charges applicable for any service(s) requested by the shipper after the contract was executed that were not included in the estimate; and (3) charges for impracticable operations (such as shuttle service), that do not exceed fifteen (15%) percent of the total charges due at delivery, 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 the carrier 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 (c).

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 the carrier lacks sufficient information to compute the charges they must be billed to the shipper within 15 days of the date when sufficient information becomes 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.

- (b) The following conditions shall apply for balance-due shipments or when satisfactory arrangements for credit have been made between the carrier and the consignor or consignee, in accordance with rules and regulations of the Department of Transportation:
1. The free credit period shall extend 7 days, excluding Saturdays, Sundays and legal holidays, from the first 12 o'clock midnight following the presentation of the bill by the carrier or deposit of same in the U.S. Mail. In case of dispute as to the time of mailing, the postmark shall be accepted as showing such time.
 2. Except as provided in exception below, when carrier'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 the carrier equal to 1 percent of the amount of carrier's bill, subject to a \$20.00 minimum charge for each 30-day period that the charges remain unpaid.
 3. Carrier's bill will state separately, the total charges due during both the free credit period and the extended credit period.
 4. The mailing by shipper of valid checks or drafts in payment of charges within the credit period allowed such shipper is deemed to be the collection of the tariff charges within the credit period for the purpose of this item. In case of dispute as to the time of mailing, the postmark shall be accepted as showing such time.
 5. No such carrier 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 the carrier that all future bills duly presented will be paid strictly in accordance with the rules and regulations prescribed by the Department of Transportation for the settlement of carrier rates and charges.

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**ITEM 20 (Concluded)
COLLECTION OF CHARGES, PREPAYMENT**

- (c) 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.
- (d) Subject to the foregoing paragraphs (except Paragraph (c) will not apply), provision for payment of charges on storage-in-transit shipments is contained in Item 17.

NOTE 1: See Item 44 for Definition of Holidays.

NOTE 2: See Item 46 for provisions governing COLLECTION OF FREIGHT CHARGES ON HOUSEHOLD GOODS SHIPMENTS INVOLVING LOSS OR DESTRUCTION IN TRANSIT.

EXCEPTION: The service charge provided in Paragraph (b) 2, 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 22
HOURLY RATES**

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 24
RESERVED FOR FUTURE USE**

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**ITEM 25
MINIMUM CHARGE**

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.

NOTE: All shipments subject to weighing provisions as provided in Item 4.

**ITEM 27
WAREHOUSE PICKUP AND DELIVERY SERVICE**

Except as otherwise provided herein, when a shipment is **delivered to or picked up at a warehouse (including third party warehouse and self-storage/mini-warehouse locations)**, the charges for transportation include only the unloading or loading at door, platform, or other point convenient or accessible to the vehicle.

REFER TO ITEM 225, IN SECTION 2, OF THIS TARIFF FOR APPLICATION OF CHARGES TO APPLY when the carrier enters the warehouse, at the shipper's request, for the purpose of removing items stored from, or placing items into, the warehouse space rented by the shipper. (Refer to Item 17 for application of Storage-In-Transit charges.)

**ITEM 28
STOPOFFS AND DIVERSIONS**

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.

- a) 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 (b) and (c) below.

For the Extra Stopoff Fee to apply, refer to the TechMate software and/or Appendix.

- b) 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.
- c) 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**.

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**ITEM 28 (Concluded)
STOPOFFS AND DIVERSIONS**

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

- a) The term "diversion" as used herein means, either:
 - 1) 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
 - 2) A change in the route at the request of the consignor, consignee or owner.
- b) When the carrier receives an order for diversion, diligent effort will be made to locate the shipment and effect the change desired, but the carrier is not responsible for failure to effect the change ordered, unless such failure is due to error or negligence on the part of the carrier.
- c) 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.
- d) 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 (c) of this item. Charges for storage and further transportation will apply based on the rates and charges named in this tariff.
- e) If instructions are received to divert a shipment that is in storage-in-transit, the shipment will be rated as stated in paragraph (c) of this item. For rating purposes, the location of the storage facility will be considered the diversion point.

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ITEM 29

**TARIFFS NAMING RATES FOR SPECIFIC COMMODITIES UNDER THE
COMMODITY DESCRIPTION OF "HOUSEHOLD GOODS"
WHICH ARE NOT APPLICABLE TO SHIPMENTS
TRANSPORTED UNDER THIS TARIFF**

1. Rates in this tariff WILL NOT APPLY on shipments consisting solely of SEISMOGRAPHIC EQUIPMENT; X-RAY EQUIPMENT; MICROFILM EQUIPMENT; ELECTRO-ACOUSTIC TRANSDUCER SYSTEMS; TABULATING MACHINES, INCLUDING SUCH AUXILIARY MACHINES OR COMPONENT PARTS AS ARE NECESSARY TO THE PERFORMANCE OF A COMPLETE TABULATING PROCESS, INCLUDING PUNCHERS, SORTERS, COMPUTERS, VERIFIERS, COLLATORS, REPRODUCERS, INTERPRETERS, MULTIPLIERS, WIRING UNITS, AND CONTROL PANELS AND SPARE PARTS THEREFOR; RADIO AND TELEVISION TRANSMISSION, RECEIVING AND RECORDING EQUIPMENT, ELECTRON MICROSCOPE EQUIPMENT AND COMPONENT PARTS THEREFOR; COPYING, DUPLICATING AND REPRODUCING SYSTEMS, AND SUCH MACHINERY, EQUIPMENT, PARTS, ACCESSORIES AND SUPPLIES AS ARE NECESSARY TO THE PERFORMANCE OF A COMPLETE REPRODUCING PROCESS; OR OTHER SPECIFIED COMMODITIES.
2. Rates in this tariff WILL NOT APPLY on shipments consisting solely of TELEPHONE EQUIPMENT, MATERIAL AND SUPPLIES USED IN THE CONSTRUCTION AND MAINTENANCE OF TELEPHONE SYSTEMS, OR OTHER SPECIFIED COMMODITIES.
3. Rates in this tariff WILL NOT APPLY on shipments consisting solely of EXHIBITS AND DISPLAYS AND THE MATERIALS AND SUPPLIES USED AS PART OF OR WITHIN SUCH EXHIBITS AND DISPLAYS; CONTAINERIZED TRADE SHOW EXHIBITION MATERIALS AND SUPPLIES USED WITHIN OR AS PART OF THE TOTAL TRADE SHOW DISPLAY; OR OTHER SPECIFIED COMMODITIES.

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**ITEM 32
PROHIBITED AND RESTRICTED ARTICLES**

- (a) Carrier will not accept for shipment property liable to contaminate or otherwise damage equipment or other property, nor will carrier accept for shipment articles which cannot be taken from the premises without damage to the article or the premises, nor, will carrier accept for shipment perishable articles including frozen foods, articles requiring refrigeration or perishable plants except as provided in Paragraphs (b), (c) or (d).
- (b) Frozen food will be accepted for transportation provided:
1. The food is contained in a freezer, which at time of loading is at normal deep freeze temperature.
 2. The shipment is to be transported not more than 150 miles and/or delivery accomplished within twenty-four (24) hours from time of loading.
 3. No storage of shipment is required.
 4. No preliminary or en route servicing by use of dry ice, electricity, or other preservative methods is required of the carrier.

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**ITEM 32 (Concluded)
PROHIBITED AND RESTRICTED ARTICLES**

- (c) Perishable plants will be accepted for transportation provided:
1. The shipment is transported not more than 150 miles and/or delivery accomplished within twenty-four (24) hours from the time of loading.
 2. No storage is required.
 3. No preliminary or en route servicing or watering or other preservative method is required of the carrier.
- (d) The carrier will not be responsible for any perishable article included in a shipment without the knowledge of the carrier.
- (e) Carrier WILL NOT ACCEPT for shipment under any circumstances tanks or bottles designed to contain butane or propane (LP), including tanks and containers for gas barbecue grilles, torches, tools or appliances. This prohibition also includes tanks or bottles that have been certified as empty.
- (f) Explosives or other dangerous articles will not be accepted for transportation or transported unless the shipping order, bill of lading, or other shipping paper prepared by the shipper (when shippers are required by the Department of Transportation regulations to certify packages for transportation) shows in the lower left-hand corner the following certificate over the written or stamped facsimile signature of the shipper or his duly authorized agent:

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

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ATLANTA PEACH**

**ITEM 33
IMPRACTICAL OPERATIONS AND
APPLICATION OF SHUTTLE SERVICE**

PART 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:

- (a) The conditions of roads, streets, driveways, alleys or approaches thereto would subject operations to unreasonable risk of loss or damage to life or property;
- (b) Loading or unloading facilities are inadequate;
- (c) 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;
- (d) 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;
- (e) 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 services of a third party, see Item 35.

PART B: APPLICATION OF SHUTTLE SERVICE

- (a) It is the responsibility of the shipper to make shipment accessible to carrier or accept delivery from carrier at a point at which the road haul vehicle may be safely operated.
- (b) When it is physically impossible for carrier to perform 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.

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- (c) Upon request of the shipper, consignee or owner of the goods the carrier will use or engage smaller equipment than its normal road haul equipment and/or provide extra labor for the purpose, if possible, of transferring the shipment between the origin or destination address and the point of transfer (normally the carrier's nearest warehouse or storage facility) to or from carrier's road haul equipment. **REFER TO SECTION 2, ITEM 125, FOR THE APPLICATION OF SHUTTLE AND/OR EXTRA LABOR CHARGES, WHICH SHALL BE IN ADDITION TO ALL OTHER TRANSPORTATION OR ACCESSORIAL CHARGES.**
- (d) If the shipper does not accept the shipment at nearest point of safe approach by carrier's road haul equipment to the destination address, the carrier may place the shipment or any part thereof not reasonably possible for delivery, in storage at the nearest available warehouse of the carrier, or, at the option of the carrier, in a public warehouse, subject to a lien for all lawful charges. The liability on the part of the carrier will cease when the shipment is unloaded into the warehouse and the shipment shall be considered as having been delivered.
- (e) Transportation charges to cover the movement of shipment or part thereof from point at which it was originally tendered, to warehouse location shall be computed on basis of weight of shipment or that part of shipment stored in warehouse, subject to applicable rate as provided in tariff from point at which it was originally tendered to warehouse location, which shall be in addition to charges from initial point of origin to point at which shipment was originally tendered. All accrued charges on the shipment or any part thereof shall be due and payable upon delivery of same to the warehouse. Any subsequent movement from warehouse shall constitute a new shipment.

**ITEM 35
ADVANCING CHARGES**

- (a) Charges advanced by carrier for services of others engaged at the request of the shipper or required by Federal, State or Local law, including but not limited to:
 - 1. Obtaining agricultural quarantine inspections, and
 - 2. 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 carrier with a copy of invoice setting forth services rendered, charges and basis thereof, together with reference to applicable schedule or tariff if charges are assessed in accordance therewith. The charges so advanced are in addition to and shall be collected with all other lawful rates and charges.

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**ITEM 35 (Continued)
ADVANCING CHARGES**

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

- (b) Charges will also be advanced by the carrier for expenses incurred by the carrier 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.
- (c) Toll charges will be advanced by the carrier, for expenses incurred by the carrier as a result of transiting bridges or ferries that are subject to officially assessed federal, state, county or local use fees (See Notes 2 and 3).
- (d) When such services are performed at any point in Canada, the charges advanced by carrier will be increased by 10%, subject to a minimum additional charge as provided in the tariff software.

Note 1: Item 120, Waiting Time Charges, will also apply during any hour of the day, including Saturdays and Sundays, without any allowable waiting time, when carrier 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.

Note 2: 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. Highway and turnpike tolls and other service charges will not be advanced by the carrier (see exception).

Exception: 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 linehaul 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.

For applicable Service Charges, refer to the TechMate software and/or Appendix.

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**ITEM 35 (Concluded)
ADVANCING CHARGES**

Note 3: 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 following provisions apply:

- (1) The actual ferry charges will be advanced by the carrier and billed to the shipper as an advanced charge as provided herein.
- (2) When carrier's normal linehaul equipment cannot be accommodated by the ferry system, shuttle service will be provided, subject to the charge and provisions named in Item 33, Part B, and Item 125.
- (3) Waiting time charges as provided in Item 120 of the tariff will apply commencing with the arrival of the carrier'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 provided for in Item 120 will not apply during the ferry waiting and transportation period described herein.

**ITEM 42
BILL OF LADING (INFORMATION TO BE INCLUDED ON
FACE OF UNIFORM HOUSEHOLD GOODS BILL OF LADING)**

- (1) The Uniform Household Goods Bill of Lading, or in substitution thereof, the Order for Service, issued for any shipment accepted for transportation and storage shall have printed in distinctive color in boldface type on the face thereof a statement reading as follows (see exception):

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**ITEM 42 (Continued)
BILL OF LADING (INFORMATION TO BE INCLUDED ON
FACE OF UNIFORM HOUSEHOLD GOODS BILL OF LADING)**

VALUTION STATEMENT REQUIRED ON BILL OF LADING

The following notice shall be placed in a prominent place, in at least 10-point type, on a moving company's required bill of lading (if printed). If the bill of lading is provided electronically, this statement must be of a size that, when printed on 8 by 12 inch paper, equates to 10-point type.

REQUIRED VALUATION CLAUSE AND ESTIMATE OF COST OF SHIPMENT AT FULL-VALUE PROTECTION

**THE CONSUMER MUST SELECT ONE OF THESE OPTIONS FOR THE CARRIER'S LIABILITY FOR
LOSS OR DAMAGE TO YOUR HOUSEHOLD GOODS
CUSTOMER'S DECLARATION OF VALUE
THIS IS A STATEMENT OF THE LEVEL OF CARRIER LIABILITY
—IT IS NOT INSURANCE**

Option 1:

The Cost Estimate that you receive from your mover **MUST INCLUDE Full (Replacement) Value Protection** for the articles that are included in your shipment. If you wish to waive the Full (Replacement) Value level of protection, you must complete the **WAIVER of Full (Replacement) Value Protection** shown below.

Full (Replacement) Value Protection is the most comprehensive plan available for protection of your goods. If any article is lost, destroyed, or damaged while in your mover's custody, your mover will, at its option, either: 1) repair the article to the extent necessary to restore it to the same condition as when it was received by your mover, or pay you for the cost of such repairs; or 2) replace the article with an article of like kind and quality, or pay you for the cost of such a replacement. Under Full (Replacement) Value Protection, if you do not declare a higher replacement value on this form prior to the time of shipment, the value of your goods will be deemed to be equal to \$6.00 multiplied by the weight (in pounds) of the shipment, subject to a minimum valuation for the shipment of \$6,000. Under this option, the cost of your move will be composed of a base rate plus an added cost reflecting the cost of providing this full value cargo liability protection for your shipment.

If you wish to declare a higher value for your shipment than these default amounts, you must indicate that value here. Declaring a higher value may increase the valuation charge in your cost estimate.

The Total Value of my shipment is: _____ **(to be provided by customer)**
Dollar Estimate of the cost of your move at Full (Replacement) Value Protection:
_____ **(to be provided by carrier)**

I acknowledge that for my shipment I have: 1) **ACCEPTED the Full (Replacement) Level of protection included in this estimate of charges and declared a higher Total Value of my shipment (if appropriate);** and 2) **received a copy of the "Your Rights and Responsibilities When You Move" brochure explaining these provisions.**

X _____
Customer's signature Date

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ITEM 42 (Continued)
BILL OF LADING (INFORMATION TO BE INCLUDED ON
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-----OR-----

Option 2:

WAIVER of Full (Replacement) Value Protection. This lower level of protection is provided at no additional cost beyond the base rate; however, it provides only minimal protection that is considerably less than the average value of household goods. Under this option, a claim for any article that may be lost, destroyed, or damaged while in your mover's custody will be settled based on the weight of the individual article multiplied by 60 cents. For example, the settlement for an audio component valued at \$1,000 that weighs 10 pounds would be \$6.00 (10 pounds times 60 cents).

Dollar Estimate of the cost of your move under the 60-cents option: _____.

COMPLETE THIS PART ONLY if you wish to WAIVE The Full (Replacement) Level of Protection included in the higher cost estimate provided [above] [on the prior page] for your shipment and instead select the LOWER Released Value of 60-cents-per-pound Per Article; to do so you must initial and sign on the lines below-

I wish to Release My Shipment to a Maximum Value of 60-cents-per-pound per Article

(Initials)

I acknowledge that for my shipment I have: 1) **WAIVED the Full (Replacement) Level of protection, for which I have received an estimate of charges, and 2) received a copy of the "Your Rights and Responsibilities When You Move"** brochure explaining these provisions.

X

Customer's signature

Date

The following notice shall be placed on the bill of lading for household goods shipments involving a motor carrier segment and an ocean segment.

The provisions of the Carriage of Goods by the Sea Act and/or of 49 U.S.C. 14706(f)(2) (a provision in the Interstate Commerce Act) permit us to offer "released" rates (reduced rates under which you will not be fully reimbursed if your shipment is lost, damaged, or destroyed), but they also require that we offer rates that will better protect a consumer in the event of loss or damage to a shipment. Under the rates offered here, your reimbursement in the event of loss will be limited to

_____.

We also offer higher levels of protection (at higher rates). Signing this document below indicates that you agree to pay and be bound by the terms of the released, limited-recovery rates.

(Customer's Signature)

(Date)

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

(Optional language that carriers may choose to include in
the Required Valuation Clause printed above)

Deductibles

You may also select one of the following deductible amounts under the Full (Replacement) Value level of liability that will apply for your shipment. (If you do not make a selection, the "No Deductible" level of full value protection that is included in your cost estimate will apply):

Amount of Deductible and (Estimate of Total Cost Move)	Customer to write initials beside selected of deductible
\$0 Deductible ()	_____ (Customer writes in initials to
\$XXX Deductible ()	_____ Select a deductible)
\$XXX Deductible ()	_____
\$XXX Deductible ()	_____
And so on.	

Declaration of Article(s) of Extraordinary (Unusual) Value

I acknowledge that I have prepared and retained a copy of the "Inventory of Items Valued in Excess of \$100 Per Pound per Article" that are included in my shipment and that I have given a copy of this inventory to the mover's representative. I also acknowledge that the mover's liability for loss of or damage to any article valued in excess of \$100 per pound will be limited to \$100 per pound for each pound of such lost or damaged article(s) (based on actual article weight), not to exceed the declared value of the entire shipment, unless I have specifically identified such articles for which a claim for loss or damage may be made, on the attached inventory.

X _____
(Customer's Signature)

(Date)

**ITEM 42 (Continued)
BILL OF LADING (INFORMATION TO BE INCLUDED ON
FACE OF UNIFORM HOUSEHOLD GOODS BILL OF LADING)**

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Provided that: Where the shipper is the employer of the actual owner of the household goods being transported and is responsible for all transportation charges in connection with such move, the shipper may waive the Full (Replacement) Value level of liability and instruct the motor carrier to release the shipment to a value of 60 cents per pound per article (a) by specification made on a purchase order, or (b) by issuing, in advance of the shipping date, appropriate letters of instruction to the carrier. In such instances, the motor carrier must incorporate the instructions by reference to the shipper's document in the bill of lading in lieu of the personal signature and handwritten statement relating to released rates.

Exception: The provisions referring to the "Extraordinary (Unusual) Value Article Declaration" are optional; refer to Item 3, Exception 1, and to Item 62 for provisions to apply.

(2) In addition to the above statement printed in distinctive color in boldface type, the carrier shall cause to be included in the Bill of Lading the following minimum information:

- a. The name and address of the motor carrier issuing the receipt or bill of lading.
- b. The names and addresses of any other motor carriers, when known, who will participate in transportation of the shipment.

The name, address and telephone number of the office of the carrier that should be contacted in relation to the transportation of the shipment.

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).

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.

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BILL OF LADING (INFORMATION TO BE INCLUDED ON
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- 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.

Evidence of any insurance coverage sold to or procured for the shipper, including the amount of the premium for such insurance.

- (3) The following provision is optional and may be included at the discretion of the carrier:

[49 USCS § 80116] A person shall be fined under Title 18, imprisoned for not more than 5 years, or both, if the person –

Violates 49 USCS §§ 80101 et seq. (applicable to bills of lading when issued for the transportation of goods) with intent to defraud; or

Knowingly or with intent to defraud –

Falsely makes, alters or copies a bill of lading subject to 49 USCS §§ 80101 et seq.;

Utters, publishes or issues a falsely made, altered or copied bill of lading subject to 49 USCS §§ 80101, et seq.; or

Negotiates or transfers for value a bill of lading containing a false statement.

- (4) **Notice:** Carrier's tariffs, by this reference, are made a part of the bill of lading and may be inspected at carrier's facility, or, on request, carrier will furnish a copy of any tariff provision containing carrier's rates, rules or charges governing the shipment.

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**ITEM 43
BILL OF LADING (CONTRACT TERMS AND CONDITIONS OF
UNIFORM HOUSEHOLD GOODS BILL OF LADING)**

Except when transportation is performed under the provisions of Item 2 (b) of tariff, the following Contract Terms and Conditions apply to all transportation performed by carrier 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.

This contract is subject to all the rules, regulations, rates and charges in carrier's currently effective applicable tariffs including, but not limited to, the following terms and conditions:

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

- (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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- (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 carrier, 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 the carrier's or the party's in possession liability:

The carrier's or the party's in possession maximum liability shall be either:

- (1) The lump sum value declared by the shipper, which may not be less than \$6,000 or \$6.00 per pound multiplied by the actual weight of the shipment, in pounds, whichever is greater, or

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 waived lump sum value liability and released the shipment to the carrier, in writing, with liability limited to sixty (60) cents per pound per article.

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

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**ITEM 43 (Concluded)
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- SECTION 3:** (a) The shipper, upon tender of the shipment to carrier, and the consignee, upon acceptance of delivery of shipment from carrier, shall be liable, jointly and severally, for all unpaid charges payable on account of a shipment in accordance with applicable tariffs including, but not limited to, sums advanced or disbursed by the carrier 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) The shipper shall indemnify carrier 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 carrier, delivery cannot be made at address shown on the face hereof, or at any changed address of which carrier has been notified, carrier, at its option, may cause articles contained in shipment to be stored in a warehouse selected by it at the point of delivery or at other available points, at the cost of the owner, and subject to a lien for all accrued tariff charges.
- SECTION 5:** If shipment is refused by consignee at destination, or if shipper, consignee or owner of property fails to receive or claim it within fifteen (15) days after written notice by United States mail addressed to shipper and consignee at post office addresses shown on face hereof, or if shipper fails or refuses to pay applicable charges in accordance with carrier's applicable tariff, carrier may sell the property at its option, either (a) upon notice in the manner authorized by law, or (b) at public auction to highest bidder for cash at a public sale to be held at a time and place named by carrier, thirty (30) days notice of which sale shall have been given in writing to shipper and consignee, and there shall have been published at least once a week for two consecutive weeks in a newspaper of general circulation at or near the place of sale, a notice thereof containing a description of the property as described in the bill of lading, and the names of the consignor and consignee. The proceeds of any sale shall be applied toward payment of tariff charges applicable to shipment and toward expenses of notice, advertising and sale, and of storing, caring for and maintaining property prior to sale, and the balance if any shall be paid to owner of property; PROVIDED that any perishable articles contained in said shipment may be sold at public or private sale without such notices, if, in the opinion of carrier, such action is necessary to prevent deterioration or further deterioration.
- SECTION 6:** As a condition precedent to recovery, a claim for any loss or damage, injury or delay, must be filed in writing with carrier within nine (9) months after delivery to consignee as shown on face hereof, or in case of failure to make delivery, then within nine (9) months after a reasonable time for delivery has elapsed; and suit must be instituted against carrier within two (2) years and one (1) day from the date when notice in writing is given by carrier to the claimant that carrier has disallowed the claim or any part or parts thereof specified in the notice. Where a claim is not filed or suit is not instituted thereon in accordance with the foregoing provisions, carrier shall not be liable and such a claim will not be paid.

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**ITEM 44
DEFINITION OF HOLIDAYS**

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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ATLANTA PEACH MOVERS
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**ATLANTA PEACH MOVERS
INTERSTATE TARIFF OF RATES:
ATLANTA PEACH**

ITEM 46

**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)**

- a. Carrier 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 NOTE 1 below. Notwithstanding any other provisions of this item, the carrier 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.

- b. In the event that any portion, **but less than all**, of a shipment of household goods is lost or destroyed in transit, a motor common carrier of household goods in interstate or foreign commerce 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, the carrier 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 Note 1 below. Notwithstanding any other provisions of this paragraph, the carrier 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. Carrier shall determine, at its own expense, the portion of the shipment not lost or destroyed in transit.

- c. Whenever a collect on delivery shipment of household goods, as defined in Note 1 below, is **transported on more than one vehicle** the carrier delivering such split or divided shipment shall observe the following requirements of subparagraphs (1), (2), or (3) in the collection of the charges:
 1. At the option of the carrier, 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,
 2. Providing that the charges for the entire shipment have been determined, the carrier 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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**ITEM 46 (Concluded)
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)**

3. In the event that the charges due the carrier for the transportation of the entire shipment cannot reasonably be determined at the time any portion of the shipment is tendered for delivery, the carrier shall determine and collect the charges for the portion of the shipment being delivered. The total charges assessed by the carrier for the transportation of the separate portions of the shipment shall not exceed the charges due for the entire shipment.
- d. 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 (c) of this item shall also be in conformity with the requirements of paragraphs (a) and (b) of this item.

NOTE 1: This item applies only to residence-to-residence moves and other shipments transported under paragraph (1) of Item 100, Commodity Description of household goods.

NOTE 2: This item will take precedence over corresponding provisions of Item 20, Payments.

**ITEM 47
DEPRECIATION FACTOR ON CLAIMS FOR LOST OR DAMAGED ITEMS**

When settling a claim for loss or damage, on other than a shipment transported under Full (Replacement) Value Protection, carrier shall use the replacement cost of the lost or damaged item as a base to apply a depreciation factor to arrive at the current actual value of the lost or damaged item; provided that where an item cannot be replaced or no suitable replacement is obtainable, the proper measure of damages shall be the original cost, augmented by a factor derived from a consumer price index, and adjusted downward to reflect depreciation over average useful life.

NOTE: This item will take precedence over corresponding provisions of ITEM 19, Claims.

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**ITEM 48
NOTIFICATION BY CARRIER WHEN STATUS OF
A STORAGE-IN-TRANSIT SHIPMENT CHANGES**

Carrier rendering storage-in-transit (SIT) 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 17 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 the carrier 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 the carrier 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.

Carrier holding 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.

Failure or refusal of the carrier to notify the shipper in accordance with the foregoing shall automatically effect a continuance of carrier 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 17, Storage-In-Transit.

**ITEM 50
EFFECTIVE DATE GOVERNING APPLICATION
OF RULES, RATES AND CHARGES OF THIS TARIFF**

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

See specific provisions in Item 16, Fuel Cost Price Adjustment, Item 17, Storage-In-Transit, Item 60, Insurance-Related General Increase, and the application of Peak Season Charges in Section 2, if applicable, for effective dates governing application of these provisions.

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**ITEM 51
PROCEDURES GOVERNING THE PROCESSING, INVESTIGATION
AND DISPOSITION OF OVERCHARGE, DUPLICATE PAYMENT,
OR OVERCOLLECTION CLAIMS**

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 common 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 the 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.
- (f) "Claimant" means any shipper or receiver, or its authorized agent, filing a request with the 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 the carrier that collected the transportation charges. The collecting carrier shall be the carrier to process all such claims. When a claim is filed with another carrier that participated in the transportation, that carrier shall transmit the claim to the collecting carrier within 15 days after receipt of the claim. If the collecting carrier 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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**ITEM 51 (Continued)
PROCEDURES GOVERNING THE PROCESSING, INVESTIGATION
AND DISPOSITION OF OVERCHARGE, DUPLICATE PAYMENT,
OR OVERCOLLECTION CLAIMS**

- (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 the principal carrier 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 the carrier 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, the carrier shall comply with Section 5(c) to obtain the additional information required.
- (e) The carrier shall accept copies instead of the original documents required to be submitted in this section where the carrier is furnished with an agreement entered into by the claimant that indemnifies the carrier for subsequent duplicate claims that might be filed and supported by the original documents.

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ITEM 51 (Continued) PROCEDURES GOVERNING THE PROCESSING, INVESTIGATION AND DISPOSITION OF OVERCHARGE, DUPLICATE PAYMENT, OR OVERCOLLECTION CLAIMS

SECTION 5: INVESTIGATION OF CLAIMS

- (a) Upon receipt of a claim, whether written or otherwise, the processing carrier shall promptly initiate an investigation and establish a file, as required by Section 6.
- (b) If the carrier discovers an overcharge, duplicate payment, or overcollection, which has not been the subject of a claim, it shall promptly initiate an investigation and comply with the provisions in Section 9.
- (c) In the event the carrier processing the claim requires information or documents in addition to that submitted with the claim, the carrier shall promptly notify the claimant and request the information required. This includes notifying the claimant that a written claim must be filed before the carrier 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 the carrier 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 Section 7. If pertinent to the disposition of the claim, the carrier 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, the carrier shall acknowledge its receipt in writing to the claimant within 30 days after the date of receipt except where the carrier shall have paid or declined the claim in writing within that period. The carrier 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

The processing carrier shall pay, decline to pay, or settle each written claim within 60 days after its receipt by the carrier, except where the claimant and the carrier agree in writing to a specific extension based upon extenuating circumstances. If the carrier declines to pay a claim or makes settlement in an amount different from that sought, the carrier 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.

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**ITEM 51 (Concluded)
PROCEDURES GOVERNING THE PROCESSING, INVESTIGATION
AND DISPOSITION OF OVERCHARGE, DUPLICATE PAYMENT,
OR OVERCOLLECTION CLAIMS**

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

- (a) (1) Carrier shall establish procedures for identifying and properly applying all unidentified payments. If the carrier does not have sufficient information with which properly to apply such a payment, the carrier 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 the carrier does not receive the information requested within 90 days from the date of the notice, the carrier 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 the carrier is able to provide. The final notice also must inform payor that: (i) applicable regulations allow the carrier 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 the carrier's receipt of information from the payor, the carrier 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 the carrier's determination that such payment was applicable to particular freight charges lawfully due the carrier. Where no refund is made by the carrier, the carrier shall advise the payor of its right to file a formal claim for refund with the carrier in accordance with the regular claims procedure under this rule.
- (b) When the carrier that participated in a transportation movement, but did not collect the transportation charges, finds that an overpayment has been made, that carrier shall immediately notify the collecting carrier. When the collecting carrier (whether single or joint linehaul) discovers or is notified by such a participating carrier that an overcharge, duplicate payment, or over-collection exists for any transportation charge which has not been the subject of a claim, the carrier 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.

**ITEM 53
RESERVED FOR FUTURE USE**

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**ITEM 56
RATES BASED ON MINIMUM WEIGHT OR MINIMUM VOLUME**

- a. When transportation charges for shipments of individual shippers as described in paragraph (a)(1) of Item 100 of this tariff are based on minimum weights or volume, carrier must indicate on the order for service the minimum weight or volume - base rate, and the minimum charges applicable to the shipment.
- b. If carrier fails to comply with the provisions of paragraph (a) 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 58
REMOVAL OR PLACEMENT OF PROPERTY
FROM OR TO INACCESSIBLE LOCATIONS**

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 the carrier 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 carrier agrees to removal or placement of property from or to such areas not readily accessible, Item 120, Labor Charges, will apply for this service.

**ITEM 60
INSURANCE-RELATED GENERAL INCREASE**

All shipments transported under the provisions of this tariff are subject to an Insurance-Related General Increase Surcharge equal to four (4.0%) percent of the applicable transportation charges.

The Insurance-Related General Increase is to aid carrier's recovery of increased carrier liability insurance expenses and will apply for the period of time that this item remains in effect.

To determine the surcharge to apply, multiply the applicable transportation charge and the applicable pickup and delivery transportation charge on SIT shipments (Item 210) times 4.0%.

Note 1: The insurance-related surcharge revenue is to be shown separately from other revenue on carrier documentation for the purpose of identifying the amount as special insurance-related revenue.

Note 2: Notwithstanding any other provisions of this tariff, the Insurance-Related General Increase Surcharge will apply on the transportation charges applicable on SIT shipments when such shipments are delivered into or removed from the SIT facility during the time that this item is in effect.

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**ITEM 62
INVENTORY OF ITEMS VALUED IN EXCESS OF
\$100.00 PER POUND PER ARTICLE**

When transportation is performed under the provisions of Item 3 Paragraph (e) or Item 3 Exception 1 of this tariff, a High 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:

***HIGH VALUE INVENTORY FORM
(CARRIER NAME)
(Carrier address and telephone number)***

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

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

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

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**ITEM 62 (Concluded)
INVENTORY OF ITEMS VALUED IN EXCESS OF
\$100.00 PER POUND PER ARTICLE**

OWNER (SHIPPER) AGREES THAT ANY CLAIM FOR LOSS OR DAMAGE MUST BE SUPPORTED BY PROOF OF VALUE AND UNDERSTANDS SETTLEMENT WILL BE BASED UPON THE INFORMATION FURNISHED ON THIS INVENTORY FORM AND THE DECLARATION OF VALUE CONTAINED ON THE ACCOMPANYING BILL OF LADING, OR IN SUBSTITUTION THEREOF, THE ORDER FOR SERVICE, THE BILL OF LADING TERMS AND CONDITIONS, THE TARIFF IN EFFECT AT THE TIME OF SHIPMENT, THE HOUSEHOLD GOODS DESCRIPTIVE INVENTORY, AND ALL OTHER PERTINENT INFORMATION AVAILABLE TO THE CARRIER. IF YOU HAVE NOT LISTED ARTICLES HAVING A VALUE IN EXCESS OF \$100 PER POUND PER ARTICLE ON THIS INVENTORY, YOUR SIGNATURE BELOW ATTESTS TO THE FACT THAT SUCH ARTICLES ARE NOT INCLUDED IN YOUR SHIPMENT. IF THROUGH INADVERTENCE OR ANY OTHER CAUSE, ITEMS HAVING A VALUE IN EXCESS OF \$100 PER POUND PER ARTICLE ARE INCLUDED IN YOUR SHIPMENT AND YOU FAIL TO LIST THOSE ITEMS ON THIS INVENTORY OR FAIL TO SIGN THIS INVENTORY, YOU EXPRESSLY AGREE THAT THE CARRIER'S LIABILITY FOR LOSS OR DAMAGE TO THOSE ITEMS WILL BE LIMITED TO NO MORE THAN \$100 PER POUND PER ARTICLE (BASED UPON THE ACTUAL ARTICLE WEIGHT).

AT ORIGIN

CARRIER BILL OF LADING NO.

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

Signature of Shipper Date
or Shipper's
Representative

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

Shipment Origin (City and State)

Signature of Date
Carrier's Representative

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**ITEM 100
CLASSIFICATION OF ARTICLES
(COMMODITY DESCRIPTION)**

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) (A), as amended, (1st Proviso), and Section 10102(11)(B) (2nd Proviso) and (C) (3rd Proviso) of Title 49, as in effect on December 28, 1995, as a commodity under the following commodity descriptions:

(1) 1st Proviso - Household Goods

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 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.

(2) 2nd Proviso - Furniture and Fixtures

FURNITURE, FIXTURES, EQUIPMENT AND THE PROPERTY OF STORES, OFFICES, MUSEUMS, INSTITUTIONS, HOSPITALS, OR OTHER ESTABLISHMENTS when a part of the stock, equipment, or supply of such stores, offices, museums, institutions, hospitals, or other establishments; except that this subparagraph shall not be construed to include the stock-in-trade of any establishment, whether consignor or consignee, other than used furniture and used fixtures, except when transported as an incident to the removal of the establishment, or a portion thereof, from one location to another.

(3) 3rd Proviso - Exhibits and Displays

ARTICLES INCLUDING OBJECTS OF ART, DISPLAYS, AND EXHIBITS, which because of their unusual nature or value require the specialized handling and equipment usually employed in moving household goods; except that this subparagraph shall not be construed to include any article, whether crated or uncrated, which does not, because of its unusual nature or value, require the specialized handling and equipment usually employed in moving household goods.

NOTICE: The Released Rates authority conferred by Surface Transportation Board Decision No. MC - 999, Amendment No. 4, decided December 18, 2001, does not extend to 2nd and 3rd Proviso Commodities described above. Any carrier limitation of liability applicable to those commodities must be established by shipper declaration or agreement with the carrier.

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ATLANTA PEACH MOVERS INTERSTATE TARIFF OF RATES: ATLANTA PEACH

SECTION 2: ADDITIONAL SERVICES

APPLICATION OF TRANSPORTATION CHARGES

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 but do not include the Additional Services named in Sections 1 and 2 of this tariff.

If the transportation charges apply on a seasonal basis; higher Peak Season charges apply on shipments picked up on May 15th through September 30th of each calendar year. The transportation charges **do not include** the Additional Services named in Sections 1 and 2 of the tariff. (Except for Pickup or Delivery of Storage-In-Transit Shipments transported under Item 210, the linehaul transportation charges on ALL FIRST PROVISO shipments picked up for delivery to SIT, or delivered from SIT during the period of May 15th through September 30th of each calendar year will be subject to the PEAK SEASON transportation charges provided in the tariff.)

The transportation charges apply for the transportation of household goods between points in the United States and Canada as provided for in Item 1 of the tariff. The 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 transportation charges are contained in the Techmate software portion of the tariff and/or the Appendix.**

The Transportation Charge referenced on an Order for Service and Bill of Lading consists of four main components:

- Base Linehaul
- Origin Linehaul Factor
- Destination Linehaul Factor
- Shorthaul

Calculation of Charges

You will need to know the estimated weight and the mileage for the shipment (or each leg of the shipment if there is a diversion and/or SIT with P/D greater than 100 miles). For brevity, the instructions here will use the "Lookup" method to determine each base linehaul. More detailed instructions for using the linehaul formula follow at the end of this document. To calculate the base linehaul charge for a shipment (or each leg), find the column corresponding to the estimated weight and the row corresponding to the desired mileage. This will give you a whole dollar amount. This process should be repeated for each leg of the journey. Sum all base linehauls together as you go. Do not apply any discount at this point.

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If the shipment has a stopoff Zip3 within the same Base Point City as either the Orig Zip3 or the Dest Zip3, then 10 miles should be added to the mileage calculation BEFORE determining the base linehaul. If a stopoff Zip3 falls with another Base Point City than either Origin or Destination, the shipment mileage is determined by adding the mileage from the origin to stopoff1 PLUS mileage from stopoff1 to stopoff2 PLUS StopoffX to destination. This will be the total mileage of the shipment.

If the shipment is diverted, base linehaul for each leg of the shipment is rated separately.

Example: Mileage from origin to diversion
Determine base linehaul for this mileage
PLUS: Mileage from diversion to destination
Determine base linehaul for this mileage

If stopoffs are also involved when there is a diversion, the mileage for each leg must include the stopoff mileage as determined by any origin stopoff Zip3's to the point of diversion. Determine base linehaul. Follow from point of diversion through any destination stopoffs to destination. Determine base linehaul and add to base linehaul from first leg.

A final note on base linehaul – if the shipment also has SIT where the P/D mileage is greater than 100 miles, the P/D charge reverts back to Section 3 and it is treated as a separate leg of the shipment.

Once base linehaul has been determined for each leg of the shipment, you are ready to move on to the additional components.

Origin and Destination Linehaul Factors are charges per hundred weight based on the TOTAL weight of the shipment.

Shorthaul is based on the hundred weight of the TOTAL weight TIMES the TOTAL miles of the shipment. Do not apply shorthaul to each leg of the shipment if there is a diversion (or SIT using Section 3). The methodology to compute shorthaul is outlined in the sample shipment.

Summary Example: Est Wt 10,500 Lbs
Mileage 2,060
CWT 10,500 / 100 = 105
OLH Orig Linehaul Factor
DLH Dest Linehaul Factor

Shorthaul Trans Charge = Total Base Lnhl + (CWT X OLH) + (CWT X DLH) +

Trans Charge = Trans Charge X Bld_Trans Round to 2 decimals.

EXCEPTION: This Tariff shall not apply to the transportation of containerized shipments (packed for overseas shipment and normally shipped on flatbed or open-side trailers), applicable from and to airports, ship docks, piers, depots, stations, warehouses and wharves.

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APPLICATION OF ADDITIONAL SERVICES

Except as may otherwise be specifically provided for, the Additional Service rates and charges provided for in this section apply throughout the United States and Canada and are in addition to all other rates in the tariff. This section of the tariff describes the application of the Additional Service items.

**For the Additional Service and Transportation Charges
to apply, refer to the TechMate software and/or Appendix.**

NOTES TO APPLY:

The Transportation Charges apply for shipments of Household Goods consisting entirely of articles embraced in Paragraphs (1) and (2) of Item 100; Mixed Shipments of Household Goods embraced in Paragraphs (1), (2) and (3) of Item 100; and shipments consisting entirely of Objects of Art, Models, Mock-ups and Prototypes.

The transportation charges and additional service rates and charges apply without additional valuation charges when the shipment is released to a value not exceeding 60 cents per pound per article. When the shipment is released or declared at a valuation greater than 60 cents per pound per article, the valuation charges shown in Item 3 will apply in addition to the transportation charges.

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.

Transportation charges apply based on the actual weight of the shipment plus the weight additives named in Item 130, when applicable, subject to the minimum weights provided in the rules of the tariff.

Canadian Origin and Destination Charges (Item 135) 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 the carrier at the Labor rates in Item 120. When shipments move in bond, the charge for Waiting Time, Item 120, will apply while holding the shipment pending the arrival of Customs Officials for clearance prior to delivery. Shipment may be placed in storage-in-transit at the option of the carrier. 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 185.

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) as provided for in the software (as selected by the tariff user, based on the actual mode of transport).

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ITEM 105
CONTAINER SERVICE**

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

Refer to the TechMate software and/or Appendix for the applicable Container Service charges defined in Parts 1, 2, 3, and 4 of this item.

PART 1 - FULL SERVICE PACKING (See Note 6)

Full Service Packing includes all of the cartons, containers and packing service required and provided by the carrier to pack the shipment for interstate transportation (See Note 7).

Full Service Packing rates apply based on the net weight of the shipment and includes all cartons and containers furnished by the carrier and the packing of such cartons and containers. All cartons and containers remain the property of the consignee. If the consignee or his agent requests unpacking (which includes disposal of such cartons, if requested), separate rates apply for Full Service or Custom Service Unpacking, as requested by the shipper, in addition to the rates for Full Service Packing. If the carrier 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. The weight (See 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 130, 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 Note 6)

Custom Service Packing applies on a per carton basis for individual cartons and containers requested by the shipper or his agent and provided by the carrier to pack items not packed by the shipper.

Custom Service Packing rates apply on a per carton or container basis, and includes the cartons and containers furnished and the packing of such cartons and containers furnished by the carrier when the shipper elects to pack a portion but not an entire shipment (see notes 4 and 5). All cartons and 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 cartons, if requested), separate rates apply for Custom Service Unpacking in addition to the rates for Custom Service Packing. If the carrier is requested to perform Custom Service Unpacking on a date after the date of delivery, a minimum charge will apply.

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ITEM 105 (Continued) CONTAINER SERVICE

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 cartons or containers must be joined because of the size, shape or character of the item or items to be packed, each such container or carton that is so joined will be counted as one carton 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 cartons of more than 3 cubic foot capacity are used and no rate is shown for the carton size, the rate shall be based on the next lower size carton indicated. In applying rates for mattress cartons, if the size furnished exceeds any one of the dimensions for which rates are shown, the rates for the next larger size will apply.

DESCRIPTIVE APPLICATION OF PARTS 1 AND 2

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 his children's toys, he should select Full Service Packing.

Full Service Packing does not apply to items that are not normally packed for transit service, such as items that are blanket-wrapped.

Apply Custom Service Packing charges when the shipper elects to pack a portion but not all of the contents of his 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 his folded clothing, shoes, linens, quilts, pillows, books, pots and pans, flatware and all of his other non-breakable household items, he 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 his move before packing/loading begins.

PART 3: DEBRIS REMOVAL SERVICE

Debris Removal Charges apply when the carrier is requested by the shipper to perform debris removal of shipper-unpacked cartons 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 cartons unpacked by carrier.

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

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PART 4: CRATING SERVICE

Crating Service charges apply when the carrier 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 the carrier does not possess qualified personnel to construct such crates, carrier will, upon request of the shipper, owner or consignee, and as its 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 the carrier and billed as an advanced charge in accordance with Item 35 (Advancing 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 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. Carrier 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 carrier with copies of manufacturer's documents evidencing the weight of the article included in a shipment.

Note 4: Cartons Furnished by Shipper. Container Service rates in this item **apply ONLY for cartons and containers that are furnished by the carrier.** Extra Labor rates contained in Item 120 apply for the packing and/or unpacking of cartons or containers furnished by the shipper and packed or unpacked by the carrier, except as provided in Note 7.

Note 5: Rates Not Applicable for Cartons or Containers ONLY. The rates provided DO NOT APPLY for containers or cartons that are supplied but not packed by the carrier.

Note 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 Cartons under Full Packing Service. When the carrier, to insure safe transportation, is required to repack cartons or containers that have been packed by the shipper, Item 120 (Extra Labor) rates will apply for the time spent unpacking such shipper-packed cartons (the Item 120, Extra Labor, charges apply ONLY for the time spent opening and removing the contents of the shipper-packed cartons; no additional repacking or carton charges apply for such cartons because these charges are already included in the Full Service Packing charges for the shipment).

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**ITEM 120
EXTRA LABOR, SPECIAL SERVICES AND WAITING TIME**

The hourly rates named herein will apply for services performed by the carrier, except as otherwise specified herein. Rates apply based on the location where the service is performed, pursuant to the Stopoff provisions of Item 28.

**Refer to the TechMate software and/or Appendix for the charges for Extra Labor,
Special Services and Waiting Time to apply.**

EXTRA LABOR.

Extra Labor charges apply when the carrier 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.

Extra labor charges apply per worker per hour on both a regular time and an overtime basis.

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 44 for definition of Holidays.)

c) 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).

REMOVING AND/OR DISASSEMBLING AND REASSEMBLING.

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

Remove any article(s) embedded in the ground OR secured to a building (i.e. floor, ceiling, roof, or wall), or

Disassemble or reassemble any article(s), including, but not limited to, steel utility cabinets, swing sets, sky rides, jungle gyms, German shanks, 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, carrier will provide such special services at the rates named in this item (See Notes 1 and 2), subject to the carrier's ability to furnish qualified personnel.

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**ITEM 120 (Continued)
EXTRA LABOR, SPECIAL SERVICES AND WAITING TIME**

APPLIANCE AND OTHER HOUSEHOLD ARTICLES - SERVICE AND RE-SERVICE.

The transportation charges in this tariff include **ONLY** service performed by the carrier 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.**

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

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**

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.**

The carrier under the provisions of Item 35, Advancing Charges, will advance charges for these services.

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

RIGGING, HOISTING AND LOWERING SERVICE.

If, in the judgment of the carrier, 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, carrier will perform such services at the rates named in this item, subject to the carrier's ability to furnish equipment and qualified personnel (See Note 1).

If carrier 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.

WAITING TIME.

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

- a) Charges for waiting time, when not the fault of the carrier, apply between the hours of 8:00 a.m. and 5:00 p.m. ONLY, see paragraph d), 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 the carrier's convenience. If carrier is unable to provide additional waiting time, the shipment may be placed into storage, pursuant to Item 17.

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**ITEM 120 (Concluded)
EXTRA LABOR, SPECIAL SERVICES AND WAITING TIME**

- b) When the shipment is delivered from SIT under the provisions of Item 210 of the tariff, the allowable free waiting time provisions provided in paragraph (a) WILL NOT APPLY.
- c) Charges apply per hour for each vehicle, each driver, and each helper furnished by the carrier, 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.
- d) 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 44 for definition of Holidays.)
- e) 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 provisions apply:
 - 1) The actual ferry charges will be advanced by the carrier and billed to the shipper as an advanced charge as provided under Item 35 of the tariff.
 - 2) When carrier's normal linehaul equipment cannot be accommodated by the ferry system, shuttle service will be provided, subject to the charge and provisions named in Item 33, Part B, and Item 125.
 - 3) Waiting time charges as provided herein will apply commencing with the arrival of the carrier'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.

Note 1: If the carrier **DOES NOT possess personnel qualified to perform** the specific special service(s) requested, as described in this item, carrier 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 the carrier under the provisions of Item 35 (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 22.

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**ITEM 125
SHUTTLE SERVICE**

When it is physically impossible for the carrier to perform pickup of the shipment at the origin address or to complete the delivery of the shipment at the destination address with normally assigned road haul equipment, Shuttle Service charges shall apply, for additional pickup or delivery services requested by the shipper, subject to the provisions of Item 33, 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 28. 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 120), and Stopoffs (Item 28).

Refer to the TechMate software and/or Appendix for Shuttle Service charges.

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.

The Overtime Shuttle Service Charges provided for herein are applicable **ONLY** for the shuttle service operation; refer to Item 175 (Overtime Loading and Unloading Service) for additional overtime charges that may also be applicable.

2. Charges apply based on the weight of the shipment, or portion thereof, which is loaded or unloaded, (plus weight additives of Item 130 when applicable), subject to a minimum weight of 1000 pounds.
3. Pursuant to Item 18 of the tariff, Rand McNally shall be used to determine the distance-based rates in this item.

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**ITEM 130
LIGHT AND BULKY ARTICLE CLASSIFICATIONS AND WEIGHT ADDITIVES**

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.

Refer to the TechMate software and/or Appendix for Light and Bulky Article charge.

(Charge does not apply to articles capable of being safely hand-carried by one person and/or transported in standard cartons as listed in Item 105, Container Service.)

AUTOMOBILES, PICKUP TRUCKS, with or without mounted camper shells, SPORT UTILITY VEHICLES, VANS, DUNE BUGGIES, OR OTHER SPECIALTY MOTOR VEHICLES, any type or size;

MOTORCYCLES, MOTORBIKES, GO-CARTS, THREE OR FOUR-WHEEL ALL TERRAIN VEHICLES, SNOWMOBILES, MOTORIZED GOLF CARTS, RIDING MOWERS, TRACTORS, TRAILERS (including utility and pop-up trailers) (excluding boat trailers, horse trailers, travel camper trailers and mini-mobile homes, see Weight Additives, below), FARM IMPLEMENTS or EQUIPMENT, any type or size;

JET SKIS, WINDSURFERS, CANOES, DINGHIES, KAYAKS, SCULLS, SKIFFS AND ROWBOATS less than 14 feet in length (over 14 feet, see Weight Additives, below); when mounted on trailer, the bulky article charge will apply twice (i.e. once for each article named and once for each trailer);

LARGE-SCREEN TELEVISIONS, 40 inches and over, SATELLITE TELEVISION or RADIO RECEIVING DISCS/DISHES, including mounts, stands and accessorial equipment;

ORGANS, PIANOS, AND HARPSICHORDS, any size;

PLAYHOUSES, DOLL HOUSES, TOOL SHEDS, UTILITY SHEDS OR ANIMAL KENNELS or HOUSES, (Transported set-up, not dismantled); and

BATH TUBS, HOT TUBS, SPAS, WHIRLPOOL BATHS AND JACUZZIS, (measuring less than 65 cubic feet in dimension) (Transported set-up, not dismantled).

(Item 130 and Weight Additives continued on next page)

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**ITEM 130 (Continued)
LIGHT AND BULKY ARTICLE CLASSIFICATIONS AND WEIGHT ADDITIVES**

WEIGHT ADDITIVES

BOATS AND SAILBOATS, less than 14 feet in length, are subject to a weight additive of **700 pounds**.
BOATS AND SAILBOATS, 14 feet and over in length, are subject to a weight additive of **2500 pounds**.
BOAT AND SAILBOAT TRAILERS, any length, are subject to a weight additive of **1600 pounds**.

JET SKIS, WINDSURFERS, CANOES, DINGHIES, KAYAKS, SCULLS, SKIFFS, AND ROWBOATS, 14 feet and over in length, are subject to a weight additive of **700 pounds**.

CAMPER SHELLS, any size, not mounted, are subject to a weight additive of **700 pounds**.
TRAVEL CAMPER TRAILERS; MINI-MOBILE HOMES (not including utility and pop-up trailers);
CAMPER (excluding camper shells) not mounted on trucks; and HORSE TRAILERS are subject to a weight additive of **7000 pounds**.

BATH TUBS, HOT TUBS, SPAS, WHIRLPOOL BATHS AND JACUZZIS, (measuring 65 cubic feet and over in dimension) (Transported set-up, not dismantled) are subject to a weight additive of **700 pounds** (see Note 5).

NOTE 1: When a weight additive is applicable for an article, all charges (transportation and accessorial) 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 and blocking of such article, and applies each time a combined loading and unloading service is required, including shipments requiring storage-in-transit (except for carrier convenience.)

NOTE 3: Classification/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.

The Weight Additive named above for boat trailers, any length, applies in addition to these provisions.

NOTE 4: When 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 bulky article calculated separately.

(Item 130 concluded on next page)

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**ITEM 130 (Concluded)
LIGHT AND BULKY ARTICLE CLASSIFICATIONS AND WEIGHT ADDITIVES**

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 206349 inches divided by 1728 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 carrier.

NOTE 7: Unless otherwise specifically provided, the Bulky Article Charge or the 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 herein for proper measurement of specified articles.

EXCEPTION: This item WILL NOT APPLY when shipper orders Exclusive Use of a Vehicle under Item 5, Paragraph (C).

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**ITEM 135
ORIGIN AND DESTINATION SERVICE CHARGE**

APPLICATION

All shipments shall be subject to an Origin and Destination Service Charge, which shall apply once at origin and once at destination based on the total weight of the shipment (see Notes 2 and 4) on a per hundredweight basis. The Origin and Destination Service Charges apply for the handling and servicing of the shipment at the origin and destination area, residence and/or third party storage or other such facility, whether inside or outside a building, providing such places are safe and accessible to carrier's personnel.

If additional services (such as, but not limited to Extra Labor, Waiting Time, Shuttle Service, Light and Bulky Articles, Overtime Pickup and Delivery, or Pickup and Delivery Service Applicable at Third Party and Self-Storage Warehouses) are requested or necessary to complete the handling and servicing of a shipment, they will be performed subject to the conditions, rates and charges named in Sections 1 and 2 of the tariff, and shall apply in addition to the charges named herein.

**Refer to the TechMate software and/or Appendix
for Origin and Destination Service Charges (service area rates).**

- Note 1: Origin and Destination Service Charges apply on a per hundredweight (cwt.) basis, based on the weight at which the transportation charge is based.
- Note 2: On shipments picked up or delivered at more than one place, the initial point of origin shall be the basis for the determination of charges at points of extra pickup, the final point of delivery shall be the basis for the determination of charges at points of extra delivery and the total (combined) net weight of the shipment shall be the basis for the determination of charges under this item.
- Note 3: On diverted shipments, the initial point of origin and the final point of delivery (not the point of diversion) shall be the applicable points for the determination of charges under this item. On shipments that are diverted back to origin, the Origin Service Charge shall apply twice.
- Note 4: On storage-in-transit shipments, the initial point of pickup and the final point of delivery (not the point of storage) shall be the applicable points for the determination of the charges under this item. If the interstate shipment terminates at the storage facility, then the storage site shall be considered the final point of delivery.

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**ITEM 175
OVERTIME LOADING AND UNLOADING SERVICE**

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 28.

**Refer to the TechMate software and/or Appendix for
Overtime Loading and Unloading charges.**

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 Mondays through Fridays when this services is made necessary by:

**Specific request of the shipper or his agent.
Landlord requirements.
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 carrier's convenience.

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

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 First Proviso shipments (as defined in Paragraph 1 of Item 100) 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 210 (Pickup and Delivery Transportation Charges on SIT Shipments) are applicable.

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**ITEM 185
STORAGE-IN-TRANSIT**

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 17). If the goods are removed from storage on the same day they are placed in storage, one-day storage will apply.

Refer to the TechMate software and/or Appendix for Storage-In-Transit charges.

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

If storage facilities (carrier or foreign warehouse location) as requested are not available, shipper will be advised, and storage will be effected at (a) the nearest available facility (carrier 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 carrier 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 5, Paragraph (b), Complete Occupancy of Vehicle or Item 130, 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 3 of the tariff will apply for each storage period of 15 days or fraction thereof, in addition to the charges named in this item.

**ITEM 190
RESERVED FOR FUTURE USE**

**ITEM 200
RESERVED FOR FUTURE USE**

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**ITEM 207
CLIMATE CONTROL SERVICE**

Climate Control Service applies when, at the request of the shipper, carrier provides climate control service as described herein. Climate Control Service rates apply, in addition to all other applicable tariff rates and charges, based on the Zip Code distance transported, subject to a minimum charge.

Refer to the TechMate software and/or Appendix for Climate Control Service charges.

- a) Climate Control Service shall be rendered by insulated units equipped with air-ride suspension and mechanical units with self-contained power supply providing refrigeration, heating and humidity control service.
- b) The transportation charge will be based on a 10,500-pound minimum, or actual weight, whichever is greater. If exclusive use of vehicle is ordered, the transportation charge will be based on 7 pounds per cubic foot of vehicle space ordered or actual weight, whichever is greater (subject to Note 2).
- c) Carrier will furnish Climate Control units when requested by the shipper, subject to availability of equipment.
- d) The equipment and vehicle offering Climate Control Service is such that carrier cannot guarantee to maintain any specific degree or range of degrees of temperature or humidity control within such vehicle. The carrier makes no representations or holding out hereunder with respect to the maintenance by them of any specific degree or range of degrees of temperature or humidity control within such vehicles.

NOTE 1: Storage-in-transit cannot be applied to shipments moving under this item.

NOTE 2: When exclusive use of a vehicle is ordered, the bill of lading must be signed by the shipper or his agent indicating that such specific service was ordered.

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**ITEM 210
PICKUP AND DELIVERY TRANSPORTATION CHARGES
ON STORAGE-IN-TRANSIT (SIT) SHIPMENTS**

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 carrier convenience). The charges include pickup or delivery on storage-in-transit shipments, or portions thereof, as provided in Item 17.

**Refer to the TechMate software and/or Appendix (service area rates)
for SIT Pickup and Delivery charges.**

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).

In lieu of the provisions of Item 175, 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 carrier'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 175 (Overtime Loading and Unloading Service) for overtime charges to apply.

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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.

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 3 apply in addition to the charges in this item.

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 130, subject to the minimum weight as provided for in the rules of this tariff.

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.

Pursuant to Item 18 of the tariff, Randy McNally 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.

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 rates will apply.

**ITEM 225
PICKUP AND DELIVERY SERVICE APPLICABLE
AT THIRD PARTY AND SELF-STORAGE WAREHOUSES**

Except as otherwise provided herein, when carrier picks up a shipment from, or delivers a shipment to, a third party warehouse (including self-storage/mini-warehouse locations), a charge will apply when the carrier is requested to enter the warehouse for the purpose of removing items stored from, or placing items into, the warehouse space rented by the shipper.

**Refer to the TechMate software and/or Appendix for
Third Party and Self-Storage Warehouse Pickup and Delivery charges.**

Charges apply at the point where the service is performed, pursuant to the Stopoff provisions of Item 28, based on the weight of the shipment, or portion thereof, that is placed into or removed from the warehouse, subject to a minimum weight of 1000 pounds.

When Overtime Warehouse Pickup or Delivery Service is requested by the shipper, 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 carrier's convenience.

The Overtime Warehouse Pickup or Delivery Charges provided for herein are applicable **ONLY** for the portion of the pickup and delivery service that is performed inside the warehouse space; refer to Item 175 (Overtime Loading and Unloading Service) for additional overtime charges that may also be applicable.

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**ITEM 301
FORMS OF PAYMENT**

Carrier may accept American Express, Discover, MasterCard or Visa credit cards for all rates and charges on shipments transported BETWEEN POINTS IN THE UNITED STATES (except Alaska and Hawaii).

NOTE: This item is subject to authorization from American Express, Discover, MasterCard or Visa credit cards on each individual shipment prior to acceptance by carrier.

**ITEM 304
SELLING OF INSURANCE**

- (a) When a shipment is released for transportation at a value not exceeding 60 cents per pound per article, and the shipper does not agree to pay the carrier for assuming liability for the shipment equal to the declared value, carrier, or any employee, agent, or representative thereof, may sell, or offer to sell or procure for any shipper, any kind of insurance, under any type of policy, covering loss or damage in excess of the specified carrier liability to a shipment or shipments of household goods to be transported in interstate or foreign commerce by carrier; Provided, that the shipper is issued a policy or other appropriate evidence of the insurance purchased and a copy thereof be furnished to the shipper at the time the insurance is sold or procured. Carrier issued policies shall be written in plain English and shall clearly specify the nature and extent of coverage. Failure to issue a policy or other appropriate evidence of insurance purchased shall subject the carrier to full liability for any claims to recover for loss or damage attributed to the carrier.
- (b) The base transportation charge will include assumption by the carrier for full liability for the value of the shipment in the event the carrier fails to issue a policy or other appropriate evidence of insurance purchased by the shipper.

**ITEM 308
BINDING ESTIMATES**

PART A:

Upon request of a prospective customer, the carrier will provide a written Binding Estimate for transportation and other services pertaining to a shipment as described in Paragraph (1) of Item 100, Commodity Description, subject to the notes in this item.

PART B: BINDING ESTIMATE OR ACTUAL WEIGHT CHARGES, WHICHEVER IS LESS.

Upon request of a prospective customer, the carrier will base the charges on (1) the Binding Estimate as provided in Part A, plus any additional services requested or required at delivery of the shipment or (2) the charges determined by the actual weight of the shipment and actual services performed, whichever produces the lower overall charge. Charges for actual weight and services performed will be based upon rates in effect on the date estimate is signed.

NOTE 1: The Binding Estimate must be in writing and signed by representatives of both the carrier and the customer.

NOTE 2: Transportation of the shipment must commence within a period of time not to exceed 60 days from the date the Binding Estimate is provided during the period of September 1 through March 31 of the following year, or 30 days from the date the Binding Estimate is provided during the period of April 1 through August 31 of each year.

NOTE 3: The Binding Estimate is limited to the origin and destination and additional stops (if any) listed on the Binding Estimate. The Binding Estimate is further limited to the quantities and services specified in the Binding Estimate.

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The Binding Estimate may be revised by written mutual agreement between the carrier and the customer during the time that the Binding Estimate is in effect provided the revisions are made before the shipment is tendered to the carrier for transportation. The carrier may elect, prior to loading the shipment, to revise the Binding Estimate if the origin, destination, additional stops, quantities or services have been added, changed or deleted by the customer.

NOTE 4: Any of the following services which are not included in the Binding Estimate, but which are either requested by the customer or necessary to accomplish delivery and are performed by the carrier at destination, will be assessed at the tariff level in effect at the time the Binding Estimate is signed. The estimated weight, as provided in the Binding Estimate, will be used for items assessed on a cwt. basis. On prepaid shipments or on shipments when prior credit arrangements have not been previously established, the carrier will collect, at the time of delivery, the applicable tariff charges, which will be in addition to the Binding Estimate amount. These additional destination services are as follows:

Auxiliary Service	Storage-In-Transit
Delivery of Storage-In-Transit	Third Party Services
Extra Delivery	Unpack and Put Away
Labor Charges	Unpacking
Overtime Unloading	Waiting Time

NOTE 5: When Storage-In-Transit services are provided at origin or destination, the Binding Estimate will show the rates for Pickup, Warehouse Handling and First Day Storage only. Charges for Storage-In-Transit will be determined by the actual number of days the shipment remains in storage. When charges are based on the Binding Estimate as provided in Part A, the rated weight of the shipment will be used to compute the Storage and Pickup or Delivery charges.

NOTE 6: Except as provided in Item 311, this item does not apply in conjunction with any other rate reduction offered by the carrier.

NOTE 7: When an order for service is signed on or before April 15, Peak Season Rates WILL NOT APPLY for shipments loading within a period of time not exceeding 60 days from the date the order for service is signed.

NOTE 8: When a portion of the shipment is placed into storage-in-transit, and storage-in-transit is not included in the BINDING ESTIMATE, the portion placed into storage-in-transit will be weighed under the provisions of Item 4, Basis of Weight, and the actual weight will be used for that portion for items assessed on a cwt. basis.

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**ITEM 320
DISCOUNTS**

The packing and unpacking charges, linehaul transportation charges, SIT charges or other service charges will be reduced by an option stated below, on all First Proviso shipments, transported BETWEEN Points in the United States (excluding AK and HI). Individual discounts may apply to each different category or to the bottom line charge (excluding valuation, third party and storage-related charges).

OPT NO.	DISCOUNT %	REF NO.
00	0%	D100
01	1%	D101
02	2%	D102
03	3%	D103
04	4%	D104
05	5%	D105
06	6%	D106
07	7%	D107
08	8%	D108
09	9%	D109
10	10%	D110
11	11%	D111
12	12%	D112
13	13%	D113
14	14%	D114
15	15%	D115
16	16%	D116
17	17%	D117
18	18%	D118
19	19%	D119
20	20%	D120
21	21%	D121
22	22%	D122
23	23%	D123
24	24%	D124
25	25%	D125
26	26%	D126
27	27%	D127
28	28%	D128
29	29%	D129
30	30%	D130
31	31%	D131
32	32%	D132
33	33%	D133
34	34%	D134
35	35%	D135
36	36%	D136
37	37%	D137
38	38%	D138
39	39%	D139
40	40%	D140

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**ITEM 320 (Concluded)
DISCOUNTS**

OPT NO.	DISCOUNT %	REF NO.
41	41%	D141
42	42%	D142
43	43%	D143
44	44%	D144
45	45%	D145
46	46%	D146
47	47%	D147
48	48%	D148
49	49%	D149
50	50%	D150
51	51%	D151
52	52%	D152
53	53%	D153
54	54%	D154
55	55%	D155
56	56%	D156
57	57%	D157
58	58%	D158
59	59%	D159
60	60%	D160
61	61%	D161
62	62%	D162
63	63%	D163
64	64%	D164
65	65%	D165
66	66%	D166
67	67%	D167
68	68%	D168
69	69%	D169
70	70%	D170
71	71%	D171
72	72%	D172
73	73%	D173
74	74%	D174
75	75%	D175
76	76%	D176
77	77%	D177
78	78%	D178
79	79%	D179
80	80%	D180

NOTE 1: The carrier will maintain complete records on all shipments transported pursuant to the terms of this item.

NOTE 2: This item will not apply in conjunction with any other rate reduction offered by the carrier.

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EXPLANATION OF ABBREVIATIONS

ITEM 1000 EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS For Standard Use Throughout This Tariff

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**

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
CN	Canada	MIN.	Minimum
COD	Collect on Delivery	NO.	Number
CONC	Concluded	O/T	Overtime
CONT	Continued	PACK/UNPACK	Packing or Unpacking
CWT	Hundredweight	P/D	Pickup or Delivery
d/b/a/	Doing Business As	PK	Packing
EA	Each	P.M. or p.m.	Post Meridian
EAN	Except As Noted	REG	Regular
EX. P/D	Extra Pickup or Delivery	SIT	Storage-in-Transit
DOT	Department of Transportation	STB (P)	Surface Transportation Board (Practitioner)
Inc	Inclusive	Thru	Through (Inclusive)
Jct	Junction	Transp.	Transportation
		UN/PK	Unpacking
		U.S.	United States
		USPS	United States Postal Service
		W/T	Waiting Time

**USDOT 797586
ATLANTA PEACH MOVERS
2911 NORTHEAST PARKWAY □ DORAVILLE, GA 30360 □ 770-270-5586**

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For explanation of abbreviations and reference marks used herein, refer to Item 1000.