

IMPORTANT NOTICE TO SHIPPERS OF HOUSEHOLD GOODS

The Kentucky Department of Transportation requires that this notice and accompanying general information be furnished to all prospective shippers of household goods in intrastate commerce. Before completing arrangements for the shipment of your household goods, all of the information herein should be considered carefully by you.

ESTIMATES. Carriers cannot determine exactly what your move will cost until all packing has been completed and the goods are loaded on a vehicle and weighed. They make estimates to try to approximate the cost for you. To get a reasonably accurate estimate you must show the estimator everything you intend to ship. An estimate is not a bid nor a contract, and choosing the carrier submitting the lowest estimate will not assure you the lowest cost move. Regardless of any estimate, the actual weight of your goods or the time required in moving your goods and the actual amount of packing and other services performed by the carrier will determine the final amount you must pay for your moving.

CARRIERS RESPONSIBILITY FOR LOSS AND DAMAGE. Under Kentucky law common carriers are liable for all negligent damages to commodities transported and are required to carry a minimum of \$5,000 cargo insurance. This protects you against any damage to your goods resulting from the carrier's negligence.

EXCESS VALUE SHIPMENTS. Shipments having a declared value in excess of \$5,000 may be subject to the following additional charges: (1) The household goods carrier may assess a surcharge applicable to each \$100 valuation on a shipment in excess of \$5,000 in order to offset his restitution cost in the event of losses or damage due to his negligence. In the event the carrier assesses a surcharge on an excess value shipment, the shipper must estimate the total value of his goods, and it must be so noted and signed on the bill of lading, or (2) In lieu of a surcharge, the carrier may offer the option of the shipper obtaining an insurance policy. Any insurance procured by the carrier shall name the shipper as the direct beneficiary, and the shipper shall be provided with a copy of the policy of insurance prior to the movement of the household goods. Any charges therefore may be added to the regular tariff charges, but may not exceed the actual cost of the insurance.

THE CARRIER MAY NOT CHARGE THE SHIPPER BOTH THE EXCESS SURCHARGE AND OBTAIN THE INSURANCE.

NOTIFICATION OF CHARGES AND DELAY. The carrier is required to notify you by telegram or telephone of any delays in delivery. The carrier is also required to notify you of the amount of the charges if you request it or if they exceed the estimate by more than 10% or \$25.00 whichever is greater. Be sure to give the carrier an address or telephone number where such messages can be sent. The carrier's tariff usually specifies a waiting time charge for delays not the fault of the carrier; therefore, you should plan to be at the destination on or before the agreed delivery time.

PACKING. Many articles must be packed in barrels, cartons or crates so that they can be handled safely. Wardrobes are usually supplied for garments. There is a charge per container for these services. **You may do your own packing. However, the carrier is not responsible for damage resulting from faulty packing you perform. The carrier will unpack containers it has packed, if you wish but not those you have packed. It is the responsibility of the shipper to have mechanisms of refrigerators, washers, etc. serviced to prevent damage during movement. Do not pack jewelry, money, or valuable papers with your other belongings, or pack any matches, inflammables, or other dangerous articles.**

BILL OF LADING, PAYMENT OF CHARGES-FREIGHT BILL. Before your shipment leaves point of origin, you should obtain from the carrier a bill of lading or receipt, signed by you and the carrier. Upon arrival at destination the carrier will require payment in cash, money order or certified check unless credit arrangements were made beforehand. Be prepared with sufficient funds to pay the actual charges, which may be greater than what was estimated. When paying charges, you should obtain a receipt for the amount paid. The receipt is called a freight bill and lists the charges for the transportation services performed.

LOST OR DAMAGED ARTICLES. Be sure to check your goods as they are delivered. Note any lost articles or damage on the receipt, which you will sign upon completion of the delivery. If other loss or damage is discovered later, notify the carrier immediately. A claim can be filed later. **All claims for loss or damage must be filed with the carrier, in writing. The carrier is required to acknowledge claims within 30 days and to either pay, decline, or make a firm compromise settlement offer within 120 days of the receipt.** Beyond this the Kentucky Department of Transportation has no authority to compel carriers to settle claims for loss or damage and will not undertake to determine whether the basis for, or the amount of, such claims is proper, nor will it attempt to determine if the carrier is liable for such loss or damage. You may contact the Kentucky Department of Transportation for the name of the insurance company providing the required cargo insurance. Any aggrieved shipper may, of course, avail himself of normal court proceedings in order to pursue his claim.

EXPEDITED SERVICE. Carriers are not ordinarily required to make delivery on a certain date or within a definite period of time, but only within a reasonable time. However, the tariffs generally contain a rule to the effect that upon written request of the shipper, which must be so stated on the bill of lading, shipments will be delivered on a definite date. There is an additional charge for the service if the date is met; usually this is accomplished by rating the movement at a higher rate. (For example, a shipment with actual weight of 2,000 lbs. moving 50 miles may be rated at 6,000 lbs., if expedited service was requested by the shipper.) If the conditions of this agreement are not met, there will be no such charge to the shipper or penalty against the carrier.

STORAGE IN TRANSIT. If you desire your household goods to be stored in transit, and delivered at a later date, you may usually obtain such service upon specific request. The length of time a shipment may be stored in transit is limited by the carrier's tariff, usually 180 days, and additional charges are normally made for such service. Permanent storage or warehousing operations in excess of 180 days is not generally subject to the Department's regulations.

TARIFFS. These are publication, in book form, containing the rates, charges, and rules of the carriers. In determining the charges on your shipment, the carrier serving you must apply the provisions of his tariff on file with the Kentucky Department of Transportation, Division of Motor Carriers. Tariffs are open to public inspection.

MANDATORY RECEIPT

In accordance with the rules and regulation of Kentucky Department of Transportation,

I _____, of _____
(Name of Shipper) (Address of Shipper)

have received from _____ A LocalVan Moving & Storage Ltd. Co. (DMT-806) 2710- #2 Holloway Road Louisville, KY 40299

KHCCA 687R

(Signature of Shipper)

(Date)

Note: Contract Terms & Condition appear on the back of this sheet.