



**Non-Corporate and Corporate Moving Services of  
ArcBest®  
ArcBest II, Inc. (ArcBest)**

**Tariff ARC 400 Series**

**Rules, terms, conditions, certain rates and charges for  
personal effects, vehicles, boats, motorcycles, off-road vehicles  
and/or other commodities transported pursuant to 49 U.S.C. §  
13102(12)(C) and 49 C.F.R. § 375.103 in trailers and  
containers between points in and between the United States,  
Canada, Alaska, Hawaii and Puerto Rico**

**USDOT Registration Number: 2946400**

**Freight Forwarder FMCSA Docket Number: FF-17300**

**Broker FMCSA Docket Number: MC-997363**

**Issued: May 1, 2020**

**Effective: May 1, 2020**

This Tariff is available for inspection by any person during our normal business hours at our facility at 8401 McClure Drive, Fort Smith, AR 72916, or at [www.arcb.com](http://www.arcb.com), [www.arcbestmoving.com](http://www.arcbestmoving.com) or [www.upack.com](http://www.upack.com). Copies of this tariff, specific provisions of it, or subscriptions to it shall be provided upon request to any interested person upon payment of required costs for copies of the Tariff or any specific provisions thereof. ArcBest reserves the right to modify this tariff at any time.

**Issued by:**  
**ArcBest II, Inc.**  
**VP, Moving Services**  
**8401 McClure Drive**  
**Fort Smith, AR 72916**  
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## **I. Introduction**

### **A. Understandings:**

ArcBest II, Inc. ("ArcBest") is a property and household goods freight forwarder and broker under the United States Department of Transportation Number 2946400. ArcBest arranges personal effects pursuant to 49 U.S.C. §13102(12)(C) or 49 C.F.R. § 375.103. ArcBest arranges all vehicles, boats, motorcycles, off-road vehicles and other commodity shipments as a property broker.

This tariff ArcBest ARC 400 ("Tariff") governs and controls services ArcBest provides and/or arranges pursuant to 49 U.S.C. § 13102(12)(C) or 49 C.F.R. § 375.103 and is part of each agreement that ArcBest enters into with you. If there is a conflict or dispute between this Tariff and the confirmation agreement, then, the confirmation agreement shall govern and prevail on such conflict or dispute.

This Tariff is available for inspection by any person during our normal business hours at our facility at 8401 McClure Drive, Fort Smith, AR 72916 or at [www.arcb.com](http://www.arcb.com), [www.arcbmoving.com](http://www.arcbmoving.com) or [www.upack.com](http://www.upack.com). Copies of this Tariff, specific provisions of it or subscriptions to it shall be provided upon request to any requesting person upon payment of required costs.

ArcBest reserves the right to modify or change this Tariff at any time and any such changes will become effective when issued as part of this Tariff.

ArcBest reserves the right to refuse any shipment based on its condition, packaging, likelihood to damage or delay other freight or household goods, its difficulty in loading or stowage, its likelihood to suffer damage or loss, or for any other reason.

**Please Note: Estimates of charges are furnished as a convenience to you, and represents an approximation of charges. All charges on a shipment will be based on actual commodities tendered to ArcBest and/or service providers and the services required to perform the shipment.**

### **B. Definitions:**

1. Boat means a motorized or non-motorized property to be operated in or on water.
2. Bill of lading or bol or abol means the non-negotiable, ArcBest bill of lading available or provided shipping document or digital document image, through which ArcBest accepts a shipment and arranges transportation. The applicable ArcBest bill of lading constitutes a legal document of record for each shipment.
3. Business day means Monday through Friday, excluding weekend and holidays.
4. Carriage, transportation, transporting or transit mean movement of personal effects, vehicles, boats, motorcycles, off-road vehicles and other commodities that include all applicable services arranged, performed or products offered by ArcBest or provided by service providers.
5. Freight terminal, terminal or service center means a facility at which personal effects, vehicles, boat, motorcycles and other commodity shipments are ordinarily kept pending linehaul, storage-in-

transit occurs (if applicable), or pending unloading from line haul.

6. Consignee means the business or person whose name appears on the bill of lading or other shipping document as to whom a shipment is to be arranged and/or delivered to by ArcBest, personnel or service providers.
7. Consignor or shipper means the business or person whose name appears on the bill of lading or other shipping document as to whom a shipment is to be picked up at by a service provider.
8. Corporate Move means personal effects, vehicles, boats, motorcycles, off-road vehicles and other commodity shipments that are tendered through an established relationship with a corporate account.
9. Corporate Account is when a company or corporation who is named as the consignor or consignee in a bill of lading, who is not the owner of property but who assumes the responsibility for payment of the transportation and other tariff charges for the account of the beneficial owner of the commodities.
10. Equipment means any provided tractor, trailer, ramp, bulkhead, ReloCube or any other equipment used to perform transportation services for you.
11. Less-than-truckload, pup or double trailers means a trailer 34 feet or less in length.
12. Motorcycle means a vehicle with two or three wheels which is powered by a motor and that can carry one or more individuals. A scooter, moped, trikes and other similar vehicles shall be considered a motorcycle herein.
13. Move Confirmation, Reservation Confirmation, confirmation agreement, price quote or rate quote means any document sent by ArcBest to you that includes or references (1) services to be performed, (2) the estimated or applicable pricing, and (3) certain terms and conditions applicable to you for service arranged by ArcBest to be performed for you.
14. Non-Corporate Moves means when ArcBest arranges the transportation of property by a service provider in accordance with 49 U.S.C 13102(12)(C). Non-Corporate Moves are branded as U-Pack moves.
15. Off-Road Vehicle means any motorized property not operated on a public roadway such as four wheelers, ATVs, snowmobiles, etc., but does not include a motorcycle.
16. Personal effects and household goods means property to be used or used in a dwelling, or property which is a part of the equipment or supply of a dwelling.
17. Personnel means ArcBest and its parent company, and their owner(s), officers, directors, employees, independent contractors, representatives, affiliates, agents, subsidiaries, assigns, any suppliers and/or service providers that ArcBest engages on your behalf.
18. Pickup means when a service provider picks up a trailer, ReloCube or other moving container from the shipper, whether loaded, partial loaded or unloaded.

19. ReloCube® is a registered trademark of ArcBest IP Holdings, LLC and is herein referred to as ReloCube. ReloCube or other provided moving container means a portable moving and storage container which is used by a carrier to transport or move commodities from one location to another location, including ocean containers.
20. Service provider means the business, entity or person that perform services for your commodities.
21. Truck or tractor means any vehicle or combination of vehicles handled as one unit, propelled or drawn by a single power unit and used on highways in the transportation of property.
22. Terms or Tariff means the tariff ArcBest ARC 400, Rules, terms, conditions, certain rates and charges for personal effects, vehicles, boats, motorcycles, off-road vehicles and/or other property transported pursuant to 49 U.S.C. § 13102(12)(C) or 49 C.F.R 375.103 in trailers and containers between points in and between the United States, Canada, Alaska, Hawaii and Puerto Rico, including all addenda, appendices, schedules and/or exhibits thereto, and any other document incorporated or referenced therein.
23. Trailer means any truckload or less-than-truckload trailer, truckload or less-than-truckloads van, pup, doubles trailer, intermodal container, container or any other similar non-power equipment used by a carrier or service provider to transport or move personal effects, vehicles and/or boat(s) from one location to another location.
24. Truckload trailer means a trailer greater than 34 feet in length.
25. Vehicle means any motorized property with four wheels which operates on a public roadway but does not include a motorcycle.
26. We, us, our, and the name ArcBest means ArcBest II, Inc., an Arkansas corporation and its directors, officers and employees.
27. You, your, yours and customer refers to individuals, companies and third party payors requesting an estimate of services charges, reserving, purchasing and/or receiving services from or through ArcBest.
28. Zip zone, zip code prefix, three-digit zip code, etc., means the first three characters of the postal code (including the Canadian postal code, if applicable) assigned to a particular point. A zip code prefix assigned to a customer's physical location may be used for rate making purposes.

**Please Note: As to the foregoing definitions, references to the singular include the plural and vice versa, e.g. service or services. Where appropriate, defined terms herein include lower and upper case letters, e.g., pricing quote or Pricing Quote.**

## **II. General Service Rules, Provisions, Terms and Conditions**

**A. Abbreviations:** Various words may be given shorthand definitions (indicated by inclusion within parentheses or in the Definitions section herein) within this Tariff.

**B. General Rules:**

**1. Service Scheduling:** Service typically should be scheduled at least five (5) business days in advance of a service date. All requested dates for service are subject to service availability. ArcBest will strive to meet requested dates for service, and in the event that service is unavailable on a requested date, ArcBest will strive to schedule the requested service on the next earliest date.

**2. Surveys, Estimates and Inventory:** Site-surveys are expensive, time consuming, and generally do not produce better assessments of your needs than alternatives. ArcBest uses a proprietary system to calculate shipment size and identify customers' requirements, and provides non-binding estimates of service charges.

ArcBest arranges for physical survey of your personal effects or a site only when you have special service requirements that warrant a physical survey. In the absence of special service requirements, if you wish, we will arrange for physical survey of your personal effects and other commodities for a charge as set forth in Appendix A hereto.

ArcBest generally does not weigh personal effects or other commodities as we base our charges on space utilized in equipment (i.e., linear feet of trailer footage or exclusive use of containers). If you request your personal effects or other commodities to be weighed or weighing is required, ArcBest will arrange for weighing on a certified scale and provide you with tickets evidencing the weight for a charge as set forth in Appendix A hereto.

ArcBest makes no representation or warranty of the accuracy or correctness of any survey/estimate of your shipment size or your service requirements.

**3. Trailer Use:** Except when you opt for exclusive use of trailer(s) and agree to pay the additional fee for such services, you will not be accorded the exclusive use of a trailer(s).

**4. Substituted Service:** ArcBest reserves the right to utilize substituted service or any service providers in the performance of all or any portion of authorized or required services.

**5. Changes to Service Schedules or Requirements:** After you confirm a service reservation, you must notify us immediately of any changes in your service schedule(s) or requirements (e.g., types or amounts of service required, service date(s), time(s), location(s), etc.). If ArcBest incurs additional charge(s) due to changes in service schedule(s) or requirements, you are responsible for payment of any such additional charges. You understand that ArcBest will attempt to honor requests to delay delivery shipments when requested to do so by you. However, ArcBest will bear no liability for its inability to delay delivery. At ArcBest's sole option, ArcBest may deliver the goods upon adequate representation that all service charges have been or will be paid in full.

**6. Cancellation of Service:** Cancellation of any service must be made via email to

[relocationops@arcb.com](mailto:relocationops@arcb.com) (Corporate Moves) or by calling 877-450-3608 (Corporate Moves) or 800-240-7422 (U-Pack/Non-Corporate Moves). To be valid, your cancellation notice must be received by ArcBest before your scheduled service date(s) and should include your reservation number. If you cancel service(s) before a scheduled service date, a cancellation fee will be charged per Appendix A plus any charges incurred as a result of the cancellation. If hourly services have been requested and cancellation occurs on the day hourly services(s) is/are to be performed, then, the minimum charge as shown on the confirmation agreement shall be charged to you. For purposes of this provision, packaging, loading, transportation, storage and unloading constitute separate services.

7. **Equipment Held In Excess of Three Business Days:** In most cases, you shall have three (3) business days each at the origin and destination to load or unload trailer(s), ReloCube(s) or moving container(s). If equipment is held beyond three (3) business days, you will be charged for each day the equipment is held after the three (3) day period – see Appendix A hereto for charge. If ArcBest and you have agreed to a live load and/or unload, additional fees will apply if you exceed the allotted time.

8. **Availability on Service Date(s):** You (or a representative authorized by you) must be available during the performance of all service to view performance and to sign service documents, or you must: (a) provide us with written authorization to access any premises and/or equipment involved with service, and (b) waive the requirement for signing service documents (authorization and waiver). If you do not sign an authorization and waiver but you request and accept services hereunder from ArcBest and service providers, your request and acceptance of services is your authorization for service providers to access any premises and/or equipment involved with the service arranged by ArcBest for you. You shall indemnify, defend and hold harmless ArcBest, personnel and any service providers against any and all claims and resulting liabilities and damages, including attorneys' fees and any costs which may arise or which are caused by ArcBest's arrangement or a service provider or personnel accessing any premises and/or equipment to perform services for you.

If you are not ready for service when service providers arrive or not available during the performance of service and you have not provided us with an authorization and waiver, or if service otherwise cannot be performed, a market-based charge will apply for the time service providers have to wait for you to be ready/available for service or to be able to perform service. If you are not ready or available for service or service cannot be performed within a reasonable time, service providers will depart and a market-based charge will apply for all cost(s) which are incurred.

9. **Detention Fees:** If you are unable to take immediate delivery of your shipment, ArcBest will hold the shipment at the destination service center up to two (2) business days for free. Unless storage-in-transit is pre-arranged (see Storage-In-Transit section), subsequent days will be subject to detention fees per day as set forth in Appendix A hereto.

10. **Storage-In-Transit:** If you are unable to take immediate possession of your shipment, ArcBest may store the shipment at a service center at a cost specified in your confirmation agreement or otherwise indicated by ArcBest based on thirty (30) day increments, but subject to availability. Storage-In-Transit is provided in transportation equipment on an "as available basis." Availability is affected by supply and demand for transportation equipment based on specific origin and

destination, and time of year. Storage-In-Transit charges fluctuate depending on location, time of year, and/or by local economic conditions. Storage-in-Transit fees will not be prorated. You will not have access for the purpose of storing or removing your shipment or personal effects or other commodities from it on a self-service basis. Unless indicated otherwise in the confirmation agreement, Transportation Only Liability Coverage applies during storage-in-transit.

11. **Delay:** Neither ArcBest, personnel nor service providers will be liable to any extent or in any amount to anyone for loss or damage of any kind including, but not limited to, loss of market, loss of value, loss of use, or indirect, consequential, punitive, multiplied, incidental and/or any other indirect damages, expenses and/or costs caused by or resulting from any delay in providing or failure to perform service or any other acts or omissions by ArcBest, personnel or service providers.
12. **Respot or Redrop:** When equipment is tendered to you at origin and, through no fault of ArcBest, such equipment delivery cannot be accomplished, no further tender will be made except upon request. If one or more additional tenders of equipment are requested by you, a charge as set forth in Appendix A will be made for each such tender and for the final delivery. All charges accruing under this provision must be paid or guaranteed to the satisfaction of ArcBest before the shipment is redelivered.
13. **Redelivery:** When a shipment is tendered to you at destination, and through no fault of ArcBest, such delivery cannot be accomplished, no further delivery will be made except upon request. If one or more additional tenders or final delivery of the shipments are requested by you, a charge will be made for each such tender and for the final delivery. All charges accruing under the provisions of this section must be paid or guaranteed to the satisfaction of ArcBest before the shipment is redelivered – see Appendix A for charges.
14. **Undeliverable Shipments (Disposition):**
  - (i) If ArcBest cannot deliver your personal effects and/or other commodities through no fault of ArcBest, personnel or service providers, the shipment will be subject to applicable fees as set forth in your confirmation agreement and/or Appendix A hereto. Unless you notify ArcBest that you are a service member and eligible for relief under the ServiceMembers Civil Relief Act, we shall promptly attempt to provide notice, by telephonic, electronic or other written communication as provided on the front of the bill of lading, if so indicated, to the shipper or other party, if any, designated to receive notice as indicated on the bill of lading. Storage may be, at ArcBest's option, in any location that provides reasonable protection against loss or damage. ArcBest may place the shipment in public storage at the owner's expense and without liability to ArcBest, personnel or service providers.
  - (ii) If ArcBest does not receive disposition instructions and payment of all applicable charges within forty-eight (48) hours of the time of ArcBest attempted first notification, ArcBest will attempt to issue a second and final confirmed notification. Such notice shall advise that if ArcBest does not receive disposition instructions within ten (10) days of that notification, ArcBest may offer the personal effects and/or other commodities for sale at a public auction. The amount of sale will be

applied to ArcBest's invoice for transportation, storage, labor, all services and/or other lawful charges. You will be responsible for the balance of charges not covered by the sale of your personal effects and/or other commodities. If there is a balance remaining after all charges and expenses are paid, such balance will be paid to you, upon claim and proof of ownership.

(iii) Where ArcBest has attempted to follow the procedure set forth in this section and the procedure provided in this section is not possible, nothing in this section shall be construed to abridge the right of ArcBest at its option to sell the property under such circumstances and in such manner as may be authorized by law. When perishable goods cannot be delivered and disposition is not given within a reasonable time, ArcBest may dispose of property.

(iv) Where ArcBest is directed by the payor of the charges to unload or deliver personal effects and/or other commodities at a particular location where consignor, consignee or the agent of either is not present, the risk of loss/damage after unloading or delivery shall not be that of ArcBest, personnel or service providers but solely yours.

(v) Notwithstanding any provisions herein, at any time, and upon any event, ArcBest has the right to remove personal effects and/or other commodities from a trailer or moving container, as applicable, and place them in another trailer, a warehouse or other location pending shipment resolution or disposition.

(vi) Unless applicable regulations or statutes require otherwise, you have the responsibility to ensure that the destination location will allow us to deliver your personal effects and/or commodities without us having to: (1) agree to and/or sign any other contractual terms and conditions other than what is indicated in this Tariff or the confirmation agreement; and/or (2) obtain any licenses, permits or any other authorization to make delivery at the destination. You are responsible for any assessments, fines, penalties or other costs which are incurred in placing, maintaining and/or moving trailers, ReloCubes or other moving containers at the destination location or arranging delivery to another location.

**15. Reference To Tariffs Or Portions Thereof:** Wherever reference is made in this Tariff or tariffs made subject to this Tariff, such reference also includes all future revisions, supplements and/or reissues.

**16. Warranties:** You warrant that you possess the legal ability and authority to create a binding legal obligation and the full and unfettered legal right, authority and ability to engage ArcBest and service providers for services.

ARCBEST MAKES NO WARRANTY OF ANY KIND WITH RESPECT TO ANY PRODUCT OR SERVICE THAT ARCBEST OFFERS, PROVIDES OR ARRANGES DIRECTLY OR THROUGH A SERVICE PROVIDER, OR TO ANY WEBSITE ARCBEST MAINTAINS FOR YOUR USE. ARCBEST HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, **MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE**, OR NON-

## INFRINGEMENT OF INTELLECTUAL PROPERTY.

17. **Assumption of Risk:** You assume all risks and liability arising from the use and operation of equipment and labor service providers hired by you, and further understand that equipment and your hired labor service providers can cause individual injuries or death and property damage. You agree to indemnify, defend and hold harmless ArcBest, service providers and personnel from any and all claims for liabilities and damages, including attorneys' fees, court costs and any other costs or expenses, arising or caused from your use and operation of equipment and/or your hired labor service providers.
18. **Indemnity:** You agree to indemnify, defend and hold harmless ArcBest, service providers and personnel from and against any and all demands, claims and causes of action for liabilities and damages, including, but not limited to, direct, indirect, incidental, consequential, special, punitive or multiplied damages, fines, penalties, attorneys' fees and/or litigation or alternative dispute resolution costs incurred by ArcBest, service providers and/or personnel for: (1) personal injuries, including death, caused by you; (2) property damage, including environmental damage and restoration caused by you or your personal effects and/or other commodities does to other commodities or equipment; (3) breach of the agreement between you and ArcBest or any other agreement between you and a third party; (4) non-compliance with any applicable laws and regulations arising from or out of ArcBest's, service providers' and/or personnel's performance as to services hereunder requested by you; (5) any claim made against ArcBest, service providers and/or personnel for alleged or actual wrong in taking custody of and/or performing service with respect to personal effects and/or other commodities in your shipment; (6) damage or injury of any kind to any person or property caused by your personal effects and/or other commodities in your shipment; or (7) violation of any third party's rights with regard to your engagement of ArcBest or its service providers for service(s).
19. **Limitation of Liability:** Notwithstanding the foregoing, you agree that if ArcBest, service providers or personnel are found liable for any damage (excluding loss and/or damage to your personal effects and/or other commodities) to you, your agents or subcontractors of any kind resulting from any cause in connection with the operation of any website or your use thereof, any request for estimate of service charges, service reservation or purchase of service, or services performed for you, ArcBest's, service providers' and personnel's liability shall not exceed the total amount of charges collected from you by ArcBest for the applicable shipment. Notwithstanding any terms and conditions contained herein or any other document, personal effects and/or other commodities lost and/or damaged shall be governed as provided in this Tariff. **IN NO EVENT WILL ARCBEST, SERVICE PROVIDERS OR ANY PERSONNEL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF USE, OR ANY OTHER PECUNIARY LOSS TO PERSONAL EFFECTS, OTHER COMMODITIES, AND/OR DATA.**
20. **Other Insurance:** In no event shall ArcBest, service providers or personnel be liable for any damage of any kind in any amount to the extent that such damage is covered by any insurance issued to you or available for you to claim against.

**21. Assignment, Integration, Applicable Law, Venue, Captions and Class Action Prohibition:**

You may not assign your agreement with ArcBest for services without ArcBest's express prior written consent. Your agreement with ArcBest for services consist of various electronic and hardcopy documents, all of which may be executed in counterparts, which shall be deemed originals, and together with this Tariff, shall constitute the same and the entire agreement between you and ArcBest, personnel and service providers. The agreement between you and ArcBest and/or any dispute between you and ArcBest, personnel and/or service providers is governed by the federal laws and regulations of the United States of America. In the event that any provision(s) contained within the confirmation agreement, this Tariff, or any part thereof, require interpretation or application which is not otherwise provided under federal statutes, common law or preemption, then, the laws of the State of Arkansas, without regards to its principles of conflicts or choice of laws shall govern and interpret those provisions. Any necessary judicial proceeding must be brought in a court of competent jurisdiction within Sebastian County, State of Arkansas. All alternative dispute solution processes shall bought before a Better Business Bureau office located in the State of Arkansas. Titles, heading and captions in this Tariff or the confirmation agreement are provided for convenience only and shall not be used to construe meaning or intent. You agree not to sue ArcBest as a class plaintiff or class representative, join a class as a member or agree to consolidate your action into or participate as an adverse party in any way in a class action lawsuit against ArcBest. However, nothing herein limits your right to bring an individual claim as provided herein.

**22. Severability:** In the event any provision or part of a provision in this Tariff or a confirmation agreement is determined invalid by a court or administrative agency order or ruling, or by legislative enactment or amendment of law, such determination shall not invalidate the whole Tariff or confirmation agreement, but such documents shall be construed as if not containing the particular provision or part of provision held to be invalid, and the rights and obligations of you and ArcBest shall be construed and enforced accordingly.

**23. Authorized Signatures for Tariff Modifications:** ArcBest's Vice President - Moving Services is the only representative or employee authorized to modify the provisions of this Tariff. Except, as provided herein, no other ArcBest representative or a service provider's driver or a labor service provider hired, are authorized to modify this Tariff. A bill of lading signed by a driver only acknowledges receipt of your personal effects and/or other commodities by the driver. The use of a bill of lading other than an ArcBest bill of lading by you or any other person or entity will not constitute an implied or actual acceptance by ArcBest, service providers and personnel of terms and conditions contained in such bill of lading. Except for the ArcBest bill of lading, any bill of lading used for any shipment is simply a receipt of personal effects and/or other commodities and such bill of lading terms and conditions are ineffective between you and ArcBest, personnel or service providers.

Electronic Signatures, as defined below, shall be recognized as valid forms of signature on such agreements or contracts, unless specifically excluded through the Global and National Commerce Act (E-Sign).

Electronic, digital, and digitized signatures shall be defined as:

- (i) Electronic Signatures: any sound, symbol, or process (specifically excluding e-mail) using an electronic medium to identify an individual (i.e., a password, or any of the other forms of

- electronic signature identified below.)
- (ii) Digital Signature: an electronic signature using asymmetric cryptography to encrypt and decrypt messages.
- (iii) Digitized Signature: a digital image of a physical signature created either by scanning a physical signature or using an electronic device to create a digitally replicated signature.

Where ArcBest is required to retain records of documents either by statute or other agreement, such records will be retained by an electronic record of the electronic, digital or digitized signature.

**24. Impracticable Operations:** Pickup, delivery or any other services will not be performed at any site for which it is impracticable to operate vehicles, utilize labor and/or other service providers because of:

- (i) The condition of roads, streets, driveways, alleys or approaches thereto;
- (ii) Inadequate loading or unloading facilities; or
- (iii) Strikes, labor disputes, riots, terrorism, acts of nature, the public enemy, the authority of law, the existence of violence, disturbances tending to create reasonable apprehension of danger to persons or property, or any other reasonable acts as determined in ArcBest's sole discretion.

**25. Notations:** Notations on the service receipt, delivery receipt, manifest, bill of lading or any other shipping document and/or alleged agreement with regard to rates, charges, terms, conditions or other information will be considered for information purposes and nonbinding on ArcBest, personnel and service providers, and will neither remove nor modify applicable actual rates, charges, terms and/or conditions of any shipment under this Tariff.

**26. Your Demise During Shipment:** If your unfortunate demise occurs while your personal effects and/or other commodities are loaded into a trailer, ReloCube or moving container, whether in transit from origin to destination or after arrival at destination, ArcBest will not release your personal effects and/or other commodities to anyone until: (1) an appropriate court order is received by ArcBest directing ArcBest to release your personal effects and/or other commodities to a certain person and/or entity; or (2) ArcBest determines in its sole discretion that it is appropriate to release your personal effects and/or other commodities to another person and/or entity. You and your heirs, devisees, personal representative and legatees hereby release and will indemnify, defend and hold harmless ArcBest, service providers and personnel from any and all claims and causes of action for liabilities and damages, including attorneys' fees, court and litigation costs, storage fees and any other expenses incurred for storing and/or releasing your personal effects and/or other commodities per judicial order or as determined appropriate by ArcBest.

**27. Waiver:** BY ACCEPTING SERVICES HEREUNDER, YOU EXPRESSLY WAIVE YOUR RIGHT TO SEEK JUDICIAL RELIEF IN THE FORM OF LEGAL OR EQUITABLE REMEDIES EXCEPT AS SPECIFICALLY PROVIDED HEREIN. IN THE EVENT OF A DISPUTE, YOU EXPRESSLY AGREE TO THE ALTERNATIVE DISPUTE SETTLEMENT SERVICES PROVIDED THROUGH THE ARKANSAS BETTER BUSINESS BUREAU (BBB) AS FURTHER PROVIDED HEREIN.

**28.** **Delivery Receipts:** In order to protect the health and safety of its customers, employees, and service providers, all shipments tendered to ArcBest shall no longer require signature on the delivery receipt. Drivers and delivery personnel shall log the date, time, and location of delivery. This data log shall serve as conclusive proof of delivery. When possible, Drivers and delivery personnel shall also log the name of the receiving individual and take photographs of the delivered shipment. This rule shall remain active until ArcBest determines that social distancing is no longer required.

**C. Form, Terms and Conditions of Payment:**

- 1. Quotation of Estimated Charges:** When ArcBest has furnished, either orally or in writing, an estimate of service charges, that estimate will be based on the facts concerning the shipment(s) which you have provided to ArcBest. Estimates of charges are furnished as a convenience to you and represent an approximation of charges and are not binding on ArcBest. You agree to pay the charge(s) for the services rendered to you, actual use of a trailer(s) or the number of ReloCubes or other moving containers used by or for you. All charges on a shipment will be assessed on the basis of provisions legally in effect at the time of shipment and the characteristics of your personal effects and/or other commodities actually tendered to ArcBest.
- 2. Charges Due in Full:** You must pay for all transportation and all other services actually performed at your request, direction and/or as required, including services that you add or that exceed a non-binding estimate of your transportation and other services requirements. Payment of charges for transportation and all other services are due to us immediately after your shipment is loaded and moving in interstate, intrastate or international commerce, excluding storage services, which you pay for as they are incurred.
- 3. Payment of Charges:** Unless otherwise specifically provided, all rates, charges, or other amounts are stated as United States currency and all rates, charges or other amounts are payable in lawful United States money.
- 4. Rounding of Fractions:** In the event that calculations are required which produce fractions, the number shall be rounded to the nearest whole foot or cent, as applicable. If less than .5, reduce to the previous foot or cent. If .5 or more, increase to the next higher foot or cent.
- 5. Offsetting Charges:** You shall not offset from or delay the payment of lawfully established charges due ArcBest as result of any overcharge claim, chargeback, duplicate payment, or cargo loss and/or damage claim. A formal claim shall be filed and processed separately for any disputes.
- 6. Form of Payment:** In most cases, payment may be made by major credit card, debit card, certified check or money order or as may otherwise be approved by ArcBest including but not limited to electronic payment processes. All charges due subsequent to completion of all service will be charged to your credit or debit card on file with ArcBest.
- 7. Credit Refusal:** An administrative service charge will apply for each instance in which a check or draft, or a charge to a credit or debit card that you authorize is not honored due to insufficiency of

funds/available credit ("credit refusal").

8. **Cost of Collection:** You will be charged all costs that ArcBest incurs to collect charges that are due and owing to ArcBest for service rendered, including, but not limited to, attorneys' fees (both trial and appellate), all other legal fees, all costs of litigation or resolution, including costs incurred to execute on any award or judgment.

D. **Loss/Damage Liability Terms and Conditions (applies to both Corporate and Non-Corporate Moves):**

1. **In General:** Subject to the terms and conditions herein, liability coverage is as follows:

i. **Liability Coverage:** Liability coverage applies exclusively to personal effects and other commodities placed in ArcBest's, personnel's or service providers' possession or care, custody and control, and when ArcBest, personnel or service providers cause loss and/or damage to personal effects and other commodities. When an ArcBest hired labor, carrier or other service provider causes loss and/or damage to your personal effects and/or other commodities such must be noted on the bill of lading, service or delivery receipt upon your observation and as further provided herein.

ii. **Risks:** Liability coverage applies to risks of direct physical loss or damage due to a service provider's negligence except when specifically excluded, limited or conditioned herein.

iii. **Labor Service Providers:** Except for Corporate Moves, ArcBest, personnel or service providers do not provide any coverage for labor service providers hired by you. **Excluding Corporate Moves, all personal effects and other commodities claims caused by your hired labor service providers must be filed with the applicable labor service providers you hired. ArcBest, personnel, and non-labor service providers are not responsible for any loss and/or damage to personal effects and/or commodities caused by labor service providers hired by you.**

iv. **Time:** For non-Corporate Moves, liability coverage starts when ArcBest, personnel or service providers first takes possession or care, custody and control of your personal effects and/or other commodities after it has been loaded in a trailer, ReloCube or other moving container and picked up by such service provider, and ends upon completion of services that ArcBest arranges or provides when ArcBest service providers relinquishes possession, care, custody and control of your personal effects and other commodities by delivery to destination, and does not apply during times that ArcBest service providers do not have possession or care, custody and control of your personal effects and other commodities. For Corporate Moves, liability coverage starts when ArcBest hired service providers start to pack, load, transport and/or unload, as applicable, and ends when requested or necessary services are completed by service providers.

v. **Scope:** Liability coverage applies to personal effects and/or other commodities transported between points within and between Canada, the continental United States, including Alaska,

Hawaii and Puerto Rico.

vi. **Owner:** Liability coverage applies solely for the benefit of legal owner(s) of personal effects and other commodities arranged by ArcBest and performed by service providers.

vii. **Constructive Weight:** A weight based on (a) a formula of 7 pounds per cubic foot of properly loaded trailer or container space occupied by personal effects, or (b) the actual weight of an item of like material, construction, dimension and kind.

viii. **Prohibited Commodities:** The following commodities will not be accepted for shipment, and if such commodities are included in a shipment, ArcBest, personnel or service providers shall not be liable for such commodities or any damage such commodities does, and you accept all liabilities and are responsible for all damages caused by such commodities, including, but not limited to, to individuals, other commodities, the environment, equipment or any other damages:

Acetone;  
Acids;  
Adhesive;  
Aerosols;  
Alcoholic beverages;  
Alcohols;  
Ammonia;  
Ammunition;  
Animals;  
Antifreeze compounds;  
Antiques;  
Any material termed combustible, corrosive, and/or flammable;  
Asbestos NA 2212;  
Automobiles;  
Bank bills;  
Battery with acids;  
Black powder;  
Blasting caps;  
Bleach;  
Camphor oil;  
Charcoal briquettes;  
Chlorinated hydrocarbons in decorative lamps;  
Class 2.2 UN 1005, Ammonia, anhydrous;  
Class 6.1 and 2.3 poison-by-inhalation gas;  
Class 6.2 Infectious substances;  
Class 7 Radioactive materials;  
Cleaning fluids;  
Collectible books;  
Commodities with elevated temperatures;  
Compound - 3 weed killers;  
Contraband;  
Corpses;

Corrosive liquids;  
Currency;  
Deeds; Drafts;  
Denature alcohol;  
Disinfectants;  
Division 1.5 (explosives) requiring placarding;  
Dyes;  
Dynamite (plastics or similar explosives);  
Enamel;  
Engine Starting Fluid;  
Ethanol and Gasoline Mixture (UN 3475);  
Explosives 1.1, 1.2, 1.3;  
Explosives auto alarm;  
Fire Extinguisher;  
Fireworks;  
Fish scrap;  
Flame retardant compounds;  
Flowers or Plants;  
Fluid cleaners;  
Food in glass jars;  
Frozen food;  
Fuse lighters;  
Gases used in welding;  
Gasoline UN & NA 1203;  
Hazardous and nonhazardous waste;  
Hazardous materials or items, including, but not limited to, substances items or classified as toxic, hazardous, corrosive, explosive, or reactive by any agency of the United States;  
Hemp, any form;  
Igniters or primers;  
Illegal substances which are prohibited by federal and/or state laws;  
Insecticides;  
Iron/steel rust preventives;  
Jewelry, other than costume or novelty jewelry;  
Kerosene;  
Lacquer;  
Lamp oil;  
Leather dressing or bleach;  
Letters, with or without stamps affixed;  
Lighter fluid;  
Liquors;  
Livestock;  
Loaded/unloaded guns;  
Marijuana and any other illegal drugs  
Matches;  
Motor oil;  
Museum exhibits or articles of antiquity;  
Nail polish remover;

Nail polish;  
Nitrocellulose with alcohol, 4.1, UN2556, PGII;  
Notes;  
Oil stains for wood;  
Open or partially used food; plants;  
Original works of art;  
Paint and paint related materials;  
Paint or varnish remover;  
Pesticides;  
Petroleum products;  
Pets;  
Photos – photo albums;  
Plants;  
Poisons;  
Polishes, liquid;  
Postage stamps;  
Precious metals (including precious metal scrap);  
Precious stones;  
Produce;  
Propane or other gases;  
Propane tanks;  
Propellants;  
Records or other data in any form containing personal or financial information, including, but not limited to social security numbers, dates of birth, driver's license numbers, credit card numbers and financial account information;  
Refrigerated foods;  
Revenue stamps;  
Scuba diving tanks;  
Shellac;  
Shoe polish;  
Signal flares;  
Smokeless Powder for Small Arms NA 3178 (over 100 lbs.);  
Smokeless powder;  
Souvenir explosives/instruments of war; spear guns having charged heads;  
Stains;  
Sterno;  
Straw or hay, fresh cut or dried, in unfinished, loose or baled form;  
Toy propellant or smoke devices; or  
Turpentine;  
Valuable papers of any kind;  
Varnish;  
Weed killer; or  
Wood filler.

**Please Note: Disposal of any containers of any liquid is strongly recommended to prevent liquid damage to your personal effects or any other commodities during packing, loading, transporting, storage and/or unloading.**

**ix. Personal Effects and Other Commodities Liable to Damage Other Commodities, Equipment or Individuals:** ArcBest or services providers are not obligated to receive personal effects or other commodities liable to impregnate or otherwise damage your personal effects, other commodities, and/or any service provider's equipment and/or injure drivers or any other service providers. Such personal effects or other commodities may be accepted and receipted for subject to delay for suitable equipment or may for lack of suitable equipment be refused. You are responsible for any liabilities, damages or losses to other commodities, service provider equipment, drivers or any other services providers caused by your personal effects and other commodities.

**x. Other Prohibited Items:** You agree not to include any hazardous materials or commodities of any type, in any quantity, in your shipment. For purposes of this provision, "hazardous materials" include, but is not limited to, illegal commodities or substances, commodities listed or classified as toxic, hazardous, corrosive, explosive, or reactive by any agency of a federal, state or local level, as applicable. You also agree not to include any commodities in your shipment that you are advised not to include by ArcBest or indicated herein.

**E. Personal Effects, Vehicles, Boats, Motorcycles, Off-Road Vehicles and Other Commodities Liability Limitations for Non-Corporate Moves:**

1. For Non-Corporate Moves, since you are responsible for the packing, loading and unloading of your personal effects, vehicles, boats, motorcycles, off-road vehicles and/or other commodities, liability coverage only applies to loss and/or damage caused by service providers hired by ArcBest and such service providers' negligence occurs while transporting shipment between origin and destination. ArcBest performs non-Corporate Moves as a freight forwarder and is subject to the provisions of 49 U.S.C. § 14706(c)(1)(A) and the limitations herein. In the event personal effects, vehicles, boats, motorcycles, off-road vehicles and/or other commodities are damaged or lost during transportation between origin and destination which is caused by a service provider's negligence, ArcBest's, personnel's and an ArcBest service providers' liability shall be limited to \$0.10 per pound per loss and/or damaged item up to \$2,000 per trailer and \$250 per ReloCube or other moving container but subject to other limitations set forth herein ("**Basic Service Coverage**"). You acknowledge that ArcBest's, personnel's and service providers' liability for personal effects, vehicles, boats, motorcycles, off-road vehicles and/or other commodities are limited in consideration of a lower rate than would otherwise be applicable and that coverage in addition to the Basic Service Coverage is available and can be purchased at current costs and limits which are available upon your request by contacting ArcBest prior to the trailer(s), ReloCube(s) or other moving container(s) drop date. The Basic Service Coverage or any additional coverage purchased is liability coverage for the carrier's negligence and is not insurance for your personal effects, vehicles, boats, motorcycles, off-road vehicles and/or other commodities. ArcBest and its service providers do not provide insurance for your transported property.
2. In the event of personal effects, vehicles, boats, motorcycles, off-road vehicles and/or other commodities are lost and/or damaged caused by fire, vehicle collision, vehicle overturn, or complete trailer, ReloCube or other moving container theft, ArcBest's, personnel's and services providers' liability coverage shall increase to \$3.00 per pound per lost and/or damaged item up to a maximum liability of \$60,000 per trailer and \$7,500 per ReloCube or other moving container but subject to other liability limitations set forth in herein ("**Catastrophic Liability Coverage**"). Catastrophic

Liability Coverage does not apply if your actions or inactions partially caused the foregoing listed events. ArcBest and ArcBest hired services providers are not responsible for personal effects, vehicles, boats, motorcycles, off-road vehicles and/or other commodities loss and/or damage caused by packing, loading and/or unloading by you or your hired or non-hired labor service providers. You agree to only file claims with ArcBest for personal effects, vehicles, boats, motorcycles, off-road vehicles and/or other commodities lost and/or damaged while being transported between origin and destination which are caused by the negligence of ArcBest, personnel or an ArcBest hired service provider.

**3. Vehicles, Boats, Motorcycle and Off-Road Vehicles Loading and Unloading:**

For Non-Corporate Moves, you assume all risks in loading and unloading any vehicles, boats, motorcycles and/or off-road vehicles into a trailer, ReloCube or other moving container. You agree to indemnify, defend and hold harmless ArcBest, personnel and ArcBest hired service providers from any and all claims and causes of action for liabilities and damages, including attorneys' fees, litigation and alternative dispute resolution costs, resulting from you or your hired or non-hired labor service providers loading and unloading any vehicles, boats, motorcycles and/or off-road vehicles into any trailer, ReloCube or other moving container.

**4. ArcBest and its arranged service provider do not provide liability coverage for any loss and/or damage to vehicles, boats, motorcycles and/or off-road vehicles for:**

Damaged or broken windshields or other glass parts;  
Paint chips, whether interior or exterior;  
Mechanical parts or systems;  
Exhaust assembly;  
Items under the hood, including the motor;  
Items in the trunk such as jacks, spare tires, tire wrenches, etc.;  
Antennas;  
Mirrors;  
Interior removable items (e.g., GPS system, hand free car phones, stereo face plates, radar detectors, etc.);  
Exterior removable items (e.g. luggage racks, bike racks, ski racks, etc.); and  
Electrical systems.

If any Non-Corporate Account or its employee or any other claimant files a claim against ArcBest or an ArcBest hired service provider for loss or damage to any vehicle, boat, motorcycle, and/or off-road vehicle in excess of the liability limitations promulgated or referenced herein, the Corporate Account agrees to indemnify, defend and hold harmless ArcBest, personnel and ArcBest hired service providers from any and all such demands, claims and causes of action for liabilities and damages, including attorneys' fees and litigation or alternative dispute resolution costs. The foregoing indemnity obligation shall survive the termination of services performed for the Corporate Account or its employee.

**F. Personal Effects, Vehicles, Boats, Motorcycles, Off-Road Vehicles and/or Other Commodities Liability Limitations for Corporate Moves:**

1. **Conflicting Tariff Provisions:** In addition to the other provisions of this Tariff the following provisions shall apply to transportation services and moves for those shipments which are Corporate Moves. To the extent that any Corporate Move provision below conflicts with a term located in the other sections of this Tariff, then, the Corporate Move provision shall supersede and govern.
2. **Cancellation of Service:** Cancellation of any service must be made in writing via email to [relocationops@arcb.com](mailto:relocationops@arcb.com) (Corporate Moves) or by calling 877-450-3608 (Corporate Moves) or 800-240-7422 ((U-Pack/Non-Corporate Moves). To be valid, your cancellation notice must be received by ArcBest before your scheduled service date(s) and should include your reservation number. If you cancel service before a scheduled service date, a cancellation fee will be charged per Appendix A plus any charges we incur as a result of the cancellation. If hourly services have been requested and cancellation occurs on the day hourly services are to be performed, then, the minimum charge as shown on the confirmation agreement shall be charged to you. For purposes of this provision, packaging, loading, transportation, storage and unloading constitute separate services.
  - i. **ArcBest Hired Labor Service Provider Claims:** Except for vehicles, boats and off-road vehicles, for Corporate Moves all claims for personal effects and other commodities loss and/or damage caused by ArcBest hired labor service providers must be filed with and administered through ArcBest.
3. **Personal Effects, Vehicles, Boats, Motorcycles and Off-Road Vehicles Liability Limitations:** Different and certain liability limitation coverages apply to personal effects, vehicles, boats, motorcycles, off-road vehicles and other commodities while moving under a Corporate Move pursuant to this Tariff and the Corporate Move specific terms.
  - i. **Transportation Only Liability Coverage Excluding Vehicles, Boats, Motorcycles and Off-Road Vehicles:** For Corporate Moves, Transportation Only Liability Coverage is only for when an ArcBest hired service provider's negligence causes damages to your personal effects during transportation, excluding vehicles, boats, motorcycles, off-road vehicles and non-personal effects. Transportation Only Liability Coverage provides you with liability limits of \$0.10 per pound per loss or damaged personal effect up to a maximum of \$60,000 per trailer and \$7,500 per ReloCube or other moving container but subject to other limitations set forth herein ("**Transportation Only Liability Coverage**"). Service provider negligence means when an ArcBest hired service provider's negligent acts or omissions directly causes loss and/or damage to your personal effects which occurs between origin pickup to destination delivery. You acknowledge that ArcBest's, personnel's and all ArcBest hired service providers' liability for personal effects is limited in consideration of a lower rate than would otherwise be applicable and that coverage in additional to Transportation Only Liability Coverage is available and can be purchased at current costs and limits which are available upon request by contacting ArcBest prior to the trailer(s), ReloCube(s), or other moving containers drop date. Contact an ArcBest representative with any questions regarding your accounts specific level of liability coverage or options to purchase additional coverage for loss or damage to your personal effects due to an ArcBest hired service provider's negligence during

transit. The Transportation Only Liability Coverage or any additional coverage purchased is liability coverage for the ArcBest hired service provider's negligence and is not insurance for your personal effects. ArcBest does not provide insurance for your transported property.

- ii. **Catastrophic Liability Coverage:** Excluding vehicles, boats, motorcycles, off-road vehicles and non-personal effects, Catastrophic Liability Coverage is applicable for Corporate Moves when the following events occur when transporting personal effects between origin pickup and destination delivery: trailer, ReloCube or other moving container fire; trailer overturns; trailer collision; or complete trailer, ReloCube or moving container theft. When such events occur, ArcBest's, personnel's and ArcBest hired services providers' liability limits applicable to you for loss and/or damage of your personal effects caused by the foregoing events is \$3.00 per pound per lost and/or damaged personal effect up to a maximum of \$60,000 per trailer and \$7,500 per ReloCube or other moving container but subject to other liability limitations set forth herein ("Catastrophic Liability Coverage"). Catastrophic Liability Coverage does not apply if your actions or inactions partially caused the foregoing events.
- iii. **Service Provider's Negligence and Catastrophic Events Liability Coverages Only for Personal Effects:** ArcBest hired service providers' negligence and catastrophic events liability coverages begin when your trailer, ReloCube or moving container is picked up at origin and ceases when the trailer, ReloCube or moving container has been dropped at destination. Under both these coverages, ArcBest, personnel and all ArcBest hired service providers are only responsible for loss and/or damage to your personal effects which is caused by their negligence or a catastrophic event. All your personal effects which have incurred loss and damage must be reported immediately and as further provided herein.
- iv. **Transportation and Hourly Labor Liability Coverage Only for Personal Effects:** Excluding vehicles, boats, motorcycles, off-road vehicles and non-personal effects, **Transportation and Hourly Labor Liability Coverage** applies to Corporate Moves when you have optioned to have labor service providers perform loading or unloading services for you. When loading or unloading services are optioned by you, and an ArcBest hired **labor service provider** providing such services negligently causes loss and/or damage to your personal effects, ArcBest's, personnel's and ArcBest hired labor service providers' liability limitations is \$0.60 per pound per lost and/or damaged personal effect up to a maximum of \$60,000 per trailer and \$7,500 per ReloCube or other moving container but subject to other limitations and provisions set forth herein. Any ArcBest hired labor service provider caused loss and/or damage must be notated on the bill of lading, service or delivery receipt upon your observation and as further provided herein. When a **carrier service provider's** negligence causes damage to your personal effects after origin pick-up until destination delivery, your personal effects liability limitation is \$0.10 per pound per lost and/or damaged personal effect up to a maximum of \$60,000 per trailer and \$7,500 per ReloCube or other moving container but further subject to other limitations and provisions set forth herein. You acknowledge that ArcBest's, personnel's and all service providers' liability for personal effects is limited in consideration of a lower rate than would otherwise be applicable and that coverage in addition to Transportation and Hourly Labor Liability Coverage is available and can be purchased at current costs and limits which are available upon request by contacting ArcBest prior to the trailer(s), ReloCube(s) or other moving containers drop date. Contact an ArcBest representative with any questions regarding your accounts specific level of coverage or options to purchase additional coverage for loss or damage to your personal effects due to an ArcBest hired service provider's

negligence. The Transportation and Hourly Labor Liability Coverage or any additional coverage purchased is liability coverage for an ArcBest hired service provider's negligence and is not insurance for your personal effects. ArcBest and service providers do not provide insurance for your transported property.

Transportation and Hourly Labor Liability Coverage for ArcBest hired labor service providers shall be reduced from \$0.60 to \$0.10 per pound per lost and/or damaged personal effect when: (a) You or another party at your request or direction accesses transportation or storage equipment between the times loading and unloading services are performed, and move(s) your personal effects into or within, or remove(s) personal effects from the transportation or storage equipment; or (b) When additional transportation or storage equipment is used to transport, store or sort through personal effects. This provision applies only to transportation or storage equipment that is accessed by you or your agent during transportation or storage of your personal effects.

Moreover, Transportation and Hourly Labor Liability Coverage for ArcBest hired labor service providers shall also be reduced from \$0.60 to \$0.10 per pound per loss and/or damaged personal effect when you reserve loading or unloading service and subsequently cancel such service resulting in ArcBest only arranging transportation service for your personal effects.

v. **Transportation, Labor and Replacement Value Liability Coverage (Loading and Unloading Services or Packing, Loading and Unloading Services):**

Excluding vehicles, boats, motorcycles, off-road vehicles and non-personal effects, Transportation, Labor and Replacement Value Liability Coverage for Corporate Moves covers loss and/or damage caused when loading and unloading or packing, loading and unloading services are purchased by you, and the ArcBest hired service providers which perform such services cause loss and/or damage to your personal effects. The Transportation, Labor and Replacement Value Liability Coverage provides replacement value coverage but must be indicated in your confirmation agreement provided by ArcBest to you. Under Transportation, Labor and Replacement Value Liability Coverage, personal effects which are lost and/or damaged will be the lesser of repaired or replaced with items of like quality, or ArcBest may elect to reimburse the cash equivalent based on the age and condition of the lost and/or damaged personal effect, but in either case the maximum liability shall not exceed \$75,000 per shipment but further subject to the limitations and provisions set forth herein ("Transportation, Labor and Replacement Value Liability Coverage"). For Transportation, Labor and Replacement Value Liability Coverage to apply to your shipment, you must prepare, retain and furnish ArcBest and the carrier service provider with an inventory of each personal effect in your shipment valued in excess of \$75 per pound or \$1500 or greater per personal effect in the format on the ArcBest provided form and state thereon the following declaration:

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

I acknowledge that I have prepared and retained a copy of the "High Value Inventory" identifying items valued at or in excess of \$75 per pound or \$1500 or greater that are included in my shipment and that I have given a copy of this inventory to the carrier service provider's representative. I also acknowledge that ArcBest's and service providers' liability for loss of or damage to any article valued at or in excess of \$75 per pound or \$1500 or greater will be limited to \$75 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 above inventory.

X \_\_\_\_\_

(Customer's Signature)

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

For personal effects declared coverage to apply to your shipment, you must declare a total value for your personal effects in \$USD (declared value). For trailer shipments, your declared value must be greater than \$2,500 per linear foot of trailer floor space your shipment requires. For shipments moving in ReloCubes and other moving containers, your declared value must be greater than \$12,500 per ReloCube/other container. When your declared value is a higher value than the foregoing values on a trailer shipment or per moving container, an additional charge will apply which you agree to pay for personal effects declared value coverage to apply.

Transportation, Labor and Replacement Value Liability Coverage shall be reduced from replacement value to \$0.60 per pound per lost and/or damaged personal effect when:

- (a) You reserve loading and unloading service and subsequently cancel one service;
- (b) If ArcBest determines that moving industry standard cartons or so-called third party services are needed to properly prepare personal effects in your shipment that require special care for movement, transportation or storage, and you refuse to use or authorize use of such cartons/services;
- (c) You do not disassemble personal effects constructed of particle board prior to wrapping and/or loading them;
- (d) You pack your personal effects in containers that are unsuitable for the protection of your personal effects during movement, transportation or storage, such as plastic crates/tots/bins; or
- (e) Any insurance or other coverage purchased from another company applies to/covers loss and/or damage to your personal effects.

ArcBest recommends you check with your homeowners' or renters' insurance agent. Many agents will create a "rider" or "floater" policy to cover your personal effects during carriage.

When Transportation, Labor and Replacement Value Coverage is reduced from replacement value to \$0.60 per pound per lost and/or damaged personal effect, additional coverage is available and can be purchased at current costs and limits which are available upon request by contacting ArcBest prior to the trailer(s), ReloCube(s), or other moving containers drop date. Contact an ArcBest representative with any questions regarding your accounts specific level of coverage or options to purchase additional coverage for loss or damage to your personal effects due to a service provider's negligence. Any additional coverage purchased is liability coverage for an ArcBest hired service provider's negligence and is not insurance for your personal effects. ArcBest and service providers do not provide insurance for your transported property.

vi. **Vehicles, Boats and Off-Road Vehicles Liability Coverage:**

For Corporate Moves, ArcBest does not assume any liability for loss and/or damage to vehicles,

boats and/or off-road vehicles due to ArcBest arranging services as a broker. Service providers are solely liable for loss and/or damage to vehicles, boats and off-road vehicles while in their possession and control and which is caused by the service provider. A service provider's liability for loss and/or damage to a vehicle, boats and off-road vehicles shall be as offered by the specific service provider. You should check with service providers as to their liability coverage for vehicles, boats, and/or off-road vehicles. Vehicle, boat and off-road vehicle excess liability coverage is available at an additional cost to the Corporate Account upon request by the Corporate Account or its employees by contacting ArcBest prior to the trailer(s), ReloCube(s) or other moving container(s) drop date. This liability coverage or any additional coverage purchased is liability coverage for the service provider's negligence and is not insurance for your vehicles, boats and off-road vehicles. ArcBest and service providers do not provide insurance for your vehicle, boats and off-road vehicles.

The ArcBest arranged service providers do not provide liability coverage for any loss and/or damage to vehicles, boats and/or off-road vehicles which is note below:

Damaged or broken windshields or other glass parts;  
Paint chips, whether interior or exterior;  
Mechanical parts or systems;  
Exhaust assembly;  
Items under the hood, including the motor;  
Items in the trunk such as jacks, spare tires, tire wrenches, etc.;  
Antennas;  
Mirrors;  
Interior removable items (e.g., GPS system, hand free car phones, stereo face plates, radar detectors, etc.);  
Exterior removable items (e.g., luggage racks, bike racks, ski racks, etc.); and  
Electrical systems.

If any Corporate Account or its employee or any other claimant files a claim against ArcBest or an ArcBest hired service provider for loss or damage to a vehicle, boat or off-road vehicle in excess of the liability limitations promulgated or referenced herein, the Corporate Account agrees to indemnify, defend and hold harmless ArcBest, personnel and ArcBest hired service providers from any and all such demands, claims and causes of action for liabilities and damages, including attorneys' fees and litigation or alternative dispute resolution costs. The foregoing indemnity obligation shall survive the termination of services performed for the Corporate Account.

ArcBest and ArcBest hired service providers shall not be responsible for personal property stored or left in vehicles, boats or off-road vehicles during packing, loading, transportation, storage in-transit and/or unloading.

Service providers will complete a pre-shipment vehicle, boat or off-road vehicle inspection report, as applicable, which is agreed to and signed by the consignor prior to pick-up of a vehicle, boat and/or off-road vehicle. Upon a vehicle, boat and/or off-road vehicle delivery to the consignee, a re-inspection on the property will be made with the consignee and any subsequent damages will be noted on the bill of lading, delivery receipt or other used delivery document.

When booking your shipment, let ArcBest and service providers know if your vehicles, boats and/or

off-road vehicles (a) starts, drives and steers properly, (b) has had any modifications such as lift kits, lowering springs, antennas, camper shells, luggage racks, etc., or (c) does not have a minimum of 4" ground clearance.

When preparing your vehicles, boats and/or off-road vehicles for loading, inspect your vehicle and consider the following precautions to prevent delay or additional expense:

Remove all personal property;

Clean the vehicle, boat and/or off-road vehicle so it is ready for a thorough inspection;

Make sure you vehicle has no more than a half (1/2) tank gas, but not less than one quarter (1/4) tank;

Disable all alarm systems and remove all toll road transponders;

Ensure the battery is secured with a mounting bracket;

Remove accessory luggage racks, bike racks and ski racks;

Remove all unsecured stereo accessories, car phones and garage door openers;

Remove or retract all oversized antennas; and

Place all spare tire and car covers in the trunk.

The Corporate Account and its employees understand and acknowledge the substantial risk is involved in loading and unloading vehicles, boats or off-road vehicles into or out of trailers, ReloCubes and other moving containers and that only ArcBest hired service providers should perform such tasks. If the Corporate Account or its employee insist on loading and/or unloading a vehicle, boat or off-road vehicle into or out of trailers, ReloCubes or other moving container, the Corporate Account and its employees assume all risks associated with loading and unloading any vehicle, boat and/or off-road vehicle into a trailer, ReloCube or other moving container. The Corporate Account agrees to indemnify, defend and hold harmless ArcBest, personnel and ArcBest hired service providers from any and all claims or causes of action for liabilities and damages, including attorneys' fees and any related costs thereto, which resulted from a Corporate Account employee or its agents, both hired and non-hired, loading and/or unloading any vehicle, boat or off-road vehicle into or out of a trailer, ReloCube or other moving container. The foregoing indemnity obligation shall survive the termination of services performed for the Corporate Account.

vii. **Motorcycle Replacement Value Liability Coverage:**

For Corporate Moves, ArcBest and ArcBest hired service providers accept liability for motorcycles if they are properly crated as required by ArcBest or its arranged service provider and further in accordance with the crating and packaging standards set forth in the National Motor Freight Classification 100 Series issued by the National Motor Freight Traffic Association, Inc. (NMFC 100 Series). If a motorcycle(s) is crated as required by ArcBest or its hired service provider and in accordance with the NMFC standards, ArcBest and such service provider shall provide replacement value coverage but such coverage must further be included or indicated in your Reservation Confirmation agreement provided by ArcBest to you. Replacement value coverage means the lesser of repaired or replaced with items of like quality, or ArcBest or service provider may elect to reimburse the cash equivalent based on the age and condition of the lost and/or damaged article, but in either case the aggregate liability for the total shipment shall not to exceed \$60,000 per shipment but further subject to other limitations and provisions set forth herein ("Motorcycle Replacement Value Liability Coverage"). Prior to the shipment, you must prepare, retain and

furnish ArcBest and the carrier service provider with an inventory of your motorcycle shipment in the format on the ArcBest provided form and state thereon the following declaration:

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

I acknowledge that I have prepared and retained a copy of the "High Value Inventory" identifying items valued at or in excess of \$75 per pound or \$1500 or greater that are included in my shipment and that I have given a copy of this inventory to the carrier service provider's representative. I also acknowledge that ArcBest's and service providers' liability for loss of or damage to any article valued at or in excess of \$75 per pound or \$1500 or greater will be limited to \$75 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 above inventory.

X \_\_\_\_\_

(Customer's Signature)

(Date)

For Motorcycle declared coverage to apply to your shipment, you must declare a total value of your motorcycle in \$USD (declared value). For trailer shipments, your declared value must be greater than \$2,500 per linear foot of trailer floor space your shipment requires. For shipments moving in ReloCubes and other moving containers, your declared value must be greater than \$12,500 per moving container. When your declared value is a higher value than the foregoing values on a trailer shipment or per moving container, an additional charge will apply which you must pay for motorcycle declared value coverage to apply.

ArcBest recommends that you check with your homeowners', renters' or automobile insurance agent. Many agents will create a "rider" or "floater" policy to cover your motorcycles during carriage if not already covered by such insurance policies.

The Corporate Account and its employees understand and acknowledge the substantial risk is involved in loading and unloading motorcycles into or out of trailers, ReloCubes and other moving containers and that only ArcBest hired service providers should perform such tasks. If the Corporate Account or its employee insist on loading and/or unloading motorcycles into or out of trailers, ReloCubes or other moving container, the Corporate Account and its employees assume all risks associated with loading and unloading any motorcycle into a trailer, ReloCube or other moving container. The Corporate Account agrees to indemnify, defend and hold harmless ArcBest, personnel and all ArcBest hired service providers from any claims or causes of action for liabilities and damages, including attorneys' fees and any related costs thereto which resulted from a Corporate Account employee or its agents, whether hired or non-hired, loading and/or unloading any motorcycle into or out of a trailer, ReloCube or other moving container. The foregoing indemnity obligation shall survive the termination of services performed for the Corporate Account.

ArcBest and the ArcBest arranged service providers do not provide liability coverage for any loss and/or damage to motorcycles which is note below:

Damaged or broken windshields or other glass parts;  
Paint chips;  
Mechanical parts or systems, including motor;  
Exhaust assembly;

Antennas;  
Mirrors;  
Removable accessory items (e.g., GPS system, hand free car phones, stereo face plates, radar detectors, luggage carriers, etc.); and  
Electrical systems.

If any Corporate Account or its employee or any other claimant files a claim against ArcBest or an ArcBest hired service provider for loss or damage to a motorcycle in excess of the liability limitations promulgated or referenced herein, the Corporate Account agrees to indemnify, defend and hold harmless ArcBest, personnel and ArcBest hired service providers from any and all such demands, claims and causes of action for liabilities and damages, including attorneys' fees and litigation or alternative dispute resolution costs. The foregoing indemnity obligation shall survive the termination of services performed for the Corporate Account or its employee.

ArcBest and ArcBest hired service providers shall not be responsible for personal property stored or left on motorcycles during packing, loading, transportation, storage in-transit and/or unloading.

Service providers will complete a pre-shipment motorcycle inspection report which is agreed to and signed by the consignor prior to pick-up of a motorcycle. Upon a motorcycle's delivery to the consignee, a re-inspection on the motorcycle will be made with the consignee and any subsequent damages will be noted on the bill of lading, delivery receipt or other used delivery document.

When booking your shipment, let ArcBest and service providers know if your motorcycle (a) starts, drives and steers properly, (b) has had any modifications to any factory components, or (c) does not have a minimum of 4" ground clearance.

When preparing your motorcycle for loading, inspect your vehicle and consider the following precautions to prevent delay or additional expense:

Remove all personal property;  
Clean the motorcycle so it is ready for a thorough inspection;  
Make sure your motorcycle only has about one quarter ( $\frac{1}{4}$ ) tank gas;  
Disable all alarm systems and remove all toll road transponders;  
Ensure the battery is secured with a mounting bracket;  
Remove all unsecured stereo accessories, car phones and garage door openers; and  
Remove or retract all oversized antennas.

viii. **Default Liability Coverage for Corporate Moves:**

For Corporate Moves, in the event a specific commodity does not have specific liability limitations set forth herein or in the reservation confirmation agreement and such commodities are damaged or lost during packing, loading, transporting, storage and/or unloading which is caused by ArcBest, personnel or a service provider's negligence, ArcBest's, personnel's and service providers' liability shall be limited to \$0.10 per pound per loss and/or damaged item up to a maximum of \$60,000 per trailer or \$7,500 per ReloCube or other moving container but subject to other limitations and provisions set forth herein ("Default Liability Coverage"). You acknowledge that ArcBest's, personnel's and ArcBest hired service providers' liability for such commodities are limited in

consideration of a lower rate than would otherwise be applicable and that additional coverage is available and can be purchased at current costs and limits which are available upon your request by contacting ArcBest prior to the trailer(s), ReloCube(s) or other moving container(s) drop date. Liability coverage in this provision or any additional coverage purchased is liability coverage for an ArcBest hired service provider's negligence and is not insurance for such commodities. ArcBest does not provide insurance for your transported commodities.

4. **Conditions:** Personal effects, vehicles, boats, motorcycles, off-road vehicles and other commodities liability for loss and/or damage, for both Corporate and Non-Corporate Moves, as applicable, are subject to the following conditions:
  - i. **Particle Board:** You must disassemble personal effects and other commodities constructed of particle board or any like material prior to loading.
  - ii. **Submit Claim:** Loss and/or damage claims for personal effects, vehicles, boats, motorcycles, off-road vehicles and other commodities must be reported immediately and a complete written claim with supporting documentation must be received by ArcBest or service providers, as required, within nine (9) months of the date of completion of the last service provided to you by ArcBest, personnel or service providers. Any right to recovery will be barred if a claim is not filed within said nine (9) months period.
  - iii. **Charges Must Be Paid:** A loss and/or damage claim form will not be processed until ArcBest receives payment in full from you for all service rendered.
  - iv. **Personal Effects Packed by Owner or Hourly Labor Service Providers:** As to Non-Corporate moves, personal effects and other commodities that you pack or your agents pack on your behalf or your hired or non-hired labor service providers pack for you are not covered by ArcBest, personnel and ArcBest hired service providers against loss and/or damage.
  - v. **Duty to Cooperate:** You have a duty to cooperate fully with any investigation ArcBest or a service provider makes during the claim settlement process. At a minimum, "cooperate" includes making personal effects and/or other commodities available for inspection and repair, granting access to transportation and storage transaction records, and leaving any containers with visible exterior damage packed until they are inspected by ArcBest or its designee.
  - vi. **Subrogation and Release:** Your right to receive payment of an amount by ArcBest or a service provider in settlement of a personal effects and/or other commodities loss and/or damage claim shall include your obligations to: (1) assign and subrogate to ArcBest at the time of such payment all rights and claims that you have against any other individual(s) or entity(ies) with respect to the loss and/or damaged personal effects and/or other commodities; (2) convey all rights, title and interest in lost and/or damaged commodities to ArcBest and to make the same available to ArcBest for salvage/recovery; (3) render all reasonable assistance in ArcBest's pursuit of recovery of personal effects and/or other commodities loss and/or damage claim from third parties; (4) you authorize ArcBest in effecting such recovery; (5) you authorize ArcBest to file claims and/or lawsuits against any third party in your name(s), and hereby appoint the representative of ArcBest, as your agent and/or attorney-in-fact, with irrevocable power to collect any and all such claim(s) and to begin, prosecute, settle or withdraw, either in your name and/or our name, but at our expense, any and all legal proceedings which ArcBest may deem necessary to enforce such claim(s), including

proceedings before any tribunal or international tribunal, and to execute in your name any documents which may be necessary to carry into effect the purpose of these subrogation rights granted by you to ArcBest; (6) you agree to execute any documents which may be necessary to enable ArcBest to proceed in accordance herewith, including any pleadings and releases that ArcBest may request you to execute; (7) you agree that any monies collected from any third party through these subrogation rights are solely our property; and (8) to fully and finally release ArcBest, in writing if requested by ArcBest, from any and all liability regarding the claim for which ArcBest makes payment to you in settlement of your claim and further in accordance with confidentiality provisions contained in such written release.

- vii. **Freezable Policy:** ArcBest does not offer protective service from freezing.
- 5. **Exclusions:** Personal effects and other commodities liability coverage does not apply to damage and/or loss caused by or due to the following:
  - i. **External Cause:** Any external cause.
  - ii. **Your Act or Omission:** Any act, omission or order of yours, your agents, any owner of personal effects or other commodities in your shipment, or any agent of any owner of personal effects or other commodities in your shipment, including any act or omission of any service providers you, your agent, an owner or owner's agent engage to perform any services with respect to personal effects or other commodities in your shipment. As used in this section, "act or omission" shall include, but is not limited to, failure to protect with adequate cartons, wrapping material or crating, improper installation of bulkhead or other divider, your shipment contains personal effects which are susceptible to damage, or you do not follow vehicle, boat, motorcycles and off-road vehicle transportation guidelines.
  - iii. **Defect or Inherent Vice:** Defect or inherent vice of personal effects, vehicle, boats, motorcycles, off-road vehicles and other commodities in your shipment, including, but are not limited to: (a) susceptibility to damage because of sensitivity to vibration and atmospheric conditions such as temperature or humidity or changes in the same, and (b) mechanical or electrical derangement of mechanical, electrical, or electromechanical devices.
  - iv. **Perishable Personal Effects:** Personal effects or other commodities that by their nature are perishable, such as plants, animals or food items and all other like commodities.
  - v. **Hazardous and Prohibited Materials:** Spillage, leakage or other release, or combustion, explosion or other reaction of any personal effects or other commodities to substance, chemical or compound in your shipment that is a "Prohibited Commodities."
  - vi. **Loss/Damage to Personal Effects or Commodities not Noted on Delivery Documents:** Unless personal effects and/or other commodities are noted as missing or damaged on shipping document(s) at the time of unloading, ArcBest and service providers shall not be liable for personal effect or other commodities loss and/or damage.
  - vii. **Computer Data or Media:** Loss of or damage to computer data or media.
  - viii. **Negotiable Instruments or Other Valuables:** Documents, currency or coins, stamps, securities,

notes, deed, money, jewelry, furs, weapons, gems and precious stones, personal identity information, and any other personal effects or commodities of intangible or sentimental, tradable or collectible value.

- ix. **Pair, Set, or Part:** In the event of loss of or damage to any personal effects or other commodities which are a part of a pair or set, or to a part of any personal effects or other commodities, coverage will only apply to the personal effects or other commodities which are part of a pair or set that are lost and/or damaged and not to the entire pair or set, and only to a part of a personal effects item or other commodity that is lost or damaged and not to the entire commodity.
- x. **Personal Effects Not Handled:** It is your duty to (a) reserve sufficient equipment to hold all personal effects and/or other commodities that you want loaded; and (b) inspect the work site to ensure that all personal effects and/or other commodities to be packed, wrapped and loaded are in fact packed, wrapped and loaded adequately.
- xi. **Insects, Vermin, Molds or Ordinary Wear or Tear:** Insects, moths, vermin, molds or other fungi or growths, gradual deterioration or ordinary wear or tear of personal effects and/or commodities.
- xii. **Risks of War:** Hostile or warlike acts, including acts of terrorism, in time of peace or war, including action in hindering, combating or defending against or actual, impending or expected attack by any government or sovereign power, or by any authority maintaining or using military or other armed forces or any agent of any such government, power, authority or force.
- xiii. **Weapons of War:** Any weapon of war or terrorism, whether employing traditional means of force, atomic fission or radioactive force, or biological or chemical agents, whether in time of peace or war.
- xiv. **Domestic Unrest:** Insurrection, protest, rebellion, revolution, civil war, terrorism, or action taken by any governmental authority in hindering, combating or defending against such an occurrence.
- xv. **Other Government Action:** Seizure or destruction under quarantine or Customs regulations, confiscation for any reason by order of any governmental or public authority, or risks of transporting contraband or any personal effects of illegal trade.
- xvi. **Labor or Civil Unrest:** Strikes, lockouts, labor disturbances, riots, civil commotion, terrorism or the acts of any individual(s) taking part in any such occurrence.
- xvii. **Acts of God:** Including, but not limited to, earthquake, avalanche, fire, lightning, flood, hurricane, windstorm, tornado, or snow, hail, sleet, ice or rain storm, or any other contingency not within the control of ArcBest, personnel or service providers.
- xviii. **Failure to Preserve:** Any loss and/or damaged to personal effects and/or commodities in a shipment if you or the owner fail to preserve it and any container(s) in which a lost and/or damaged personal effects and/or other commodities were packed, and all other evidence that such claimed loss or damage is the result of the negligence of ArcBest, personnel or a service provider.
- xix. **On-Site Storage:** Personal effects and/or other commodities stored in transportation equipment

placed at, on or around your residence are not stored personal effects and/or other commodities and are not eligible for coverage.

- xx. **Burglary:** Coverage does not apply to a burglary or other crime committed to enter a trailer, ReloCube or other moving container used to store or transport personal effects and/or other commodities while such trailer, ReloCube or moving container is located at your directed origin or destination location.
- xi. **Packaging, Loading or Unloading:** Except for Corporate Moves, ArcBest, personnel and service providers are not responsible for damage caused by improper packing, loading or unloading since these actions are completed by you or your hired or non-hired labor.
- xii. **Vehicle, Boats, Motorcycles and Off-Road Vehicles Transportation:** Service providers are not responsible for damage caused by your failure to adhere to ArcBest transportation guidelines, or damage/broken windshields or other glass parts, paint chips to interior and/or exterior surfaces, mechanical parts or systems, exhaust assembly, items under-the-hood or in the trunk, antennas, mirrors, interior removable items, radar detectors and electrical systems.
- xiii. **Illegal Commodities:** Which occurs to commodities which are illegal to make, sale, distribute, transport, use or possess pursuant to any federal or state laws or regulations.

## **6. Personal Effects and Other Commodities Claim Processing and Settlement**

- i. **Submission Process:** In the event of personal effects and/or other commodities loss and/or damage, you must contact an ArcBest or service providers' representative, as required, to obtain a claim form or a link to an online website for preparation and submission of a claim. In the event of vehicle, boat or off-road vehicle loss and/or damage, you must file your claim with the applicable carrier service provider.
- ii. **Settlement Process:** Upon receipt of a complete claim, an ArcBest or service provider representative, as applicable, will review the claim and collect information to determine the cause and extent of the loss and/or damage claim.
- iii. **Settlement Determination:** For both corporate and non-Corporate moves, ArcBest has the absolute right and unfettered discretion to repair, replace or reimburse for lost and/or damaged personal effects or other commodities. In exercise of this right, ArcBest at its discretion may elect to: (a) Repair personal effects or other commodities, or pay you for the cost of repairs; (b) Replace personal effects or other commodities damaged part with a new item or pay you the undepreciated cost of a new item; or (c) Pay a reasonable allowance for damage to personal effects or other commodities that can still be used for its intended purpose without repair. If ArcBest elects to replace lost and/or damaged personal effects or other commodities and cannot find the exact same personal effects or other commodities, ArcBest may replace such personal effects or other commodities with personal effects and/or commodities comparable in quality and features. ArcBest shall provide you with written notification of its settlement determination as provided herein.
- iv. **Salvage:** Upon settlement determination, or ArcBest or the service provider, as applicable, provides reimbursement for loss and/or damage to personal effects and/or other commodities as provided

herein, ArcBest or a service provider shall have the right to the ownership of any and all damaged personal effects or other commodities that it replaces or for which it provides reimbursement.

- v. **Assignment of Subrogation Rights:** Filing a claim for personal effects or other commodities loss and/or damage will constitute an assignment to ArcBest or a service provider, as applicable, of your right(s) to seek settlement directly against third party service providers, carriers, other third parties, and storage or transportation service providers for any loss of or damage to personal effects or Vehicle. You agree to sign an assignment document prepared by ArcBest or a service provider, as applicable.

### **III. Alternative Dispute Settlement (ADS)**

- A. **Policy:** Our policy is to work with you to resolve any issues or disputes with respect to service, including, but not limited to, all disputes regarding personal effects or other commodities loss, damage, charges and other disagreements (collectively referred to as "disputes"). ArcBest is committed to work with you in good faith to resolve disputes, and ArcBest expects you to do the same. ArcBest has found ADS process to be a cost-effective, fair and quick way to resolve disputes through an Arkansas Better Business Bureau ("BBB"), via document submission, teleconference and/or personal appearance. You and ArcBest agree that all disputes and any claims arising hereunder if such cannot be resolved informally between you and ArcBest shall be resolved by an ADS process through the BBB, subject to the personal effects, commodities and other liability limitations set forth herein.
- B. **Costs of ADS:** You and ArcBest will each pay one-half of all costs to institute ADS through BBB unless the BBB determines that ArcBest will pay a larger portion. In the BBB's decision, the BBB may determine which party shall pay the cost or a portion of the cost of the ADS proceeding. ArcBest and you agree that the BBB cannot award attorneys' fees to ArcBest, you or any third party. ArcBest and you further agree that each one will be responsible for their own respective attorneys' fees and all other costs of ADS, if any.
- C. **Procedure:** Upon your request, ArcBest will provide you with information to institute an action with the BBB to resolve a dispute through ADS.

For any disputes not resolved informally between you and ArcBest, which were properly filed within the nine (9) month claim filing period, you must:

- (1) File your dispute with the BBB within two (2) years of the completion of the subject service provided through ArcBest. If you do not file an appropriate ADS form with the BBB to institute ADS to resolve your dispute within the two (2) year period, then, the expiration of said two (2) year period shall be a complete and absolute defense to any disputes, including any action at law or in equity, without regard to any mitigating or extenuating circumstances or excuses whatsoever;
- (2) Notify ArcBest in writing of your intention to seek ADS; and
- (3) Further, if you do not file a claim with ArcBest or the applicable service provider within nine (9) months from when the claim accrued, you have waived your right to bring a dispute and are barred from pursuing such claims against ArcBest, personnel and/or any service providers through ADS

or any judicial or administrative proceedings.

Below is a link to information that explains the ADS procedure: <http://www.bbb.org/us/moving-and-storage-issues/>

- D. **Binding ADS Decision:** ADS shall be binding for all disputes regardless of amount.
- E. **ADS Decision:** A final decision issued in binding ADR means:
  - 1. You and ArcBest will be legally bound to abide by the BBB decision and comply with the decision terms;
  - 2. You and ArcBest waive and give up any right to sue the other in court on any disputes unless ArcBest or you fail to perform according to the BBB's decision. In case of such failure to perform, appropriate action may be filed with a court located in Sebastian County, Arkansas to enforce the BBB's decision; and
  - 3. You and ArcBest agree that the BBB shall not be authorized to award either party attorneys' fees or any indirect damages, e.g., consequential, incidental, special, multiplied or punitive damages.

#### **IV. U.S./Canadian/Other Countries' Customs:**

- A. **Generally:** Shipments awaiting Customs release by U.S. Customs and Border Protection (CBP), Canadian Border Services Agency (CBSA), or another country's Customs authority will be subject to the applicable detention charges, storage charges and/or customs examination fees as provided in Appendix A hereto in addition to any other additional costs or fees incurred by ArcBest. Detention charges, if any, will be assessed against you. For the purpose of applying storage rules and charges in connection with shipments moving under United States Customs Bond, notification to the Deputy Collector of Customs that a shipment is available for customs inspection will constitute tender of shipment for delivery.

#### **B. Export or Import Shipment Requirements:**

- 1. Shipments must be accompanied by all papers necessary to comply with the requirements of governmental authorities.

You must furnish all invoices, documentary evidence and declarations, including duties, fees and other charges which may be imposed or assessed against the personal effects and other commodities transported. ArcBest will not be responsible for delays to the personal effects and/or other commodities transported or for personal effects or other commodities held by any government agency for any reason whatsoever. Where all necessary requirements of such authorities are not complied with, and through no fault of ArcBest or service provider, additional expenses and/or fines are incurred to comply with such requirements, those expenses may be advanced by ArcBest or

service provider and shall become a charge to your personal effects and/or other commodities. Delivery will not be made until such charges are paid or guaranteed by you.

When shipments must be held by ArcBest pending compliance of Customs regulations and requirements by you or your representative, a charge will be made for the service required on the part of ArcBest as provided in Appendix A hereto.

Customs related charges shall be in addition to all other applicable charges, including additional charges imposed by the Customs broker for the administrative services it provides and will be assessed against you. You must also be established with the Customs broker as the Importer of Record (IOR). Prior to the movement of the first shipment, the IOR must complete specified documentation for the Customs broker.

2. **Customs Delay:** When shipments are delayed at the border, through no fault of ArcBest or service providers by CBP, CBSA or other regulatory agencies or Customs, fees shall apply as set forth in Appendix A hereto. There is no charge for the first 15 minute delay, but a charge for each succeeding 15 minute delay or fraction thereof will be incurred as provided in Appendix A hereto.
3. **Sufferance Warehouse Examination:** When a shipment is assessed additional charges by a sufferance warehouse for processing, warehousing, Customs examination, or handling, those additional charges will be assessed on your invoice. In computing storage charges, time will begin forty-eight (48) hours after 5:00 p.m. on the day rejection of entry is received by ArcBest or service provider from the Customs broker, deemed to be acting as your agent. When shipments are delayed at the border, through no fault of ArcBest or service providers by CBP, CBSA or other regulatory agencies or Customs, certain fees shall apply as set forth in Appendix A hereto
4. **Customs Brokerage Handling:** On shipments moving between Canada and points in the United States where ArcBest acts to facilitate the association of the customer with a Customs broker for the creation of the entry with Customs, a fee per entry will be assessed to your bill as set forth in Appendix A hereto. Such fee shall be in addition to all other applicable charges, including additional charges imposed by Customs broker for the administrative services it provides and will be assessed against you. You must also be established with the Customs broker as the Importer of Record (IOR). Prior to movement of the first shipment, the IOR must complete specified documentation for Customs broker.
5. **Puerto Rico – Shipper's Export Declaration:** The United States Census Bureau requires Electronic Export Information (EEI) formerly known as Shipper's Export Declaration (SED) to be filed in the Automated Export System (AES) for each Puerto Rico or U.S. Virgin Island shipment having a declared value exceeding \$2,500.00, unless otherwise exempt by U.S. federal regulations. At the specific request of you, ArcBest will prepare all required export documentation, prepare or complete your drafts or invoices, and dispose of such documents in accordance with your instructions, fees will be assessed against you as set forth in Appendix A hereto. A charge will apply for the electronic filing of Export Declaration on the behalf of the shipper. Application of the service and the charge will occur when the shipper fills out form 7525-V and signs authorization (Block 29) for carrier to electronically file on shipper's behalf. At its option, shipper may provide carrier with written authorization or power of attorney to electronically file on its behalf.

## **V. Special Service Rules and Provisions**

### **A. Transportation Service**

#### **1. Estimated Charge(s):**

- i. **Additional Trailer(s):** If you elect to utilize more than one (1) trailer, you will be subject to a minimum charge based on one (1) full trailer and at least five (5) linear feet in the additional trailer(s). The adjustment price per foot will apply for each additional linear foot of trailer space used beyond the minimum five (5) linear feet. Length will be rounded to the nearest foot as indicated herein.
- ii. **Trailer:** Charges are based on requested trailer footage. You agree to pay the price shown in your confirmation agreement, plus the adjustment price per foot for every linear foot of trailer space used (including bulkhead) beyond the requested trailer footage. ArcBest shall reduce the price, by the adjustment price per foot, for every linear foot not used less than the requested trailer footage, subject to the minimum charge listed in your confirmation agreement as well as any other charges necessary for the shipment. You are responsible for entering the footage used on the bill of lading or other used shipping document. The footage used is subject to inspection by the transportation provider. Length will be rounded to the nearest foot as provided herein. When service provider picks up trailer(s), ReloCube(s) or moving container(s) at origin location, if you have not entered the footage on the bill of lading, then, the driver shall enter the footage on the bill of lading and driver's indicated footage will be conclusively presumed correct.
- iii. **Moving Container:** You agree to pay the charge(s) based on the exclusive usage of each ReloCube or other moving container as shown in your confirmation agreement as well as any other charges necessary for the shipment.

#### **2. Transit: Transit begins the business day following pickup of your shipment. Transit times do not include day of pickup, weekends or holidays. For multiple container or trailer shipments, transit time is computed from the business day following pickup of the last piece of equipment.**

- i. **Standard Transit:** While standard transit times gives an estimated delivery time as to when a shipment will arrive at destination, a specific date or time of delivery is not guaranteed unless guaranteed service and/or appointment options have been selected by you at the time of quotation and such options are indicated in the confirmation agreement.
- ii. **Guaranteed Service Option:** Guaranteed Service is an option available for most shipments and provides guaranteed delivery at your destination based upon the guaranteed delivery date shown within your confirmation agreement. You must have the trailer loaded with the bulkhead installed or be loaded in its entirety with the bulkhead installed if loading at the service center and call for pickup by 12:00 p.m. local time on the specified pickup date. Your shipment must be picked up at your origin or be loaded in its entirety with the bulkhead installed if loading at a service center by 6:00 p.m. local time on equipment pickup date shown on your confirmation agreement. If the shipment is picked up after 6:00 p.m. on the reserved pickup date, the guaranteed delivery date is no longer applicable. If delivery occurs after the guaranteed delivery date due to delays by ArcBest, personnel or an ArcBest hired service provider, charges will be eligible for a reduction not to exceed

one hundred percent (100%) of the total charges at ArcBest's discretion. This guarantee will not apply in connection with shipments experiencing a delay due to severe weather, acts of God, terrorism, natural disaster, labor disputes/strikes or your inability to receive a trailer(s) or moving container(s).

- iii. **Guaranteed Appointments:** An empty trailer, ReloCube or moving container will be delivered on the date and time shown on your confirmation agreement. You or your Designated Agent must be present when the trailer(s), ReloCube(s) or moving container(s) is dropped or additional fees may apply. If delivery of the empty trailer(s), ReloCube(s) or moving container(s) at origin occurs after the guaranteed appointment time due to delays by the service provider, charges will be eligible for a reduction not to exceed one hundred percent (100%) of the additional Guaranteed Appointment charges at ArcBest's discretion. This guarantee will not apply in connection with shipments experiencing a delay due to severe weather, force majeure events, labor disputes/strikes or your inability to receive a trailer(s), ReloCube(s) or moving container(s).
- 3. **Additional Equipment & Service:** A ramp will be available at most locations and will be delivered with the trailer(s). The maximum weight limit for the ramp is 1,000 lbs. The ramp must be loaded outside the bulkhead wall when returned to the servicing transportation service center. The ramp does not travel with your shipment. If the ramp will not fit into the trailer, place the ramp in a secure location and notify the local service center or ArcBest. Additional charges will apply if the ramp travels with your shipment to destination because of being loaded inside the bulkhead. If the ramp is not returned to the service provider as provided herein, replacement charges are applicable and provided in Appendix A hereto. You assume all risks in utilizing a ramp and will indemnify, defend and hold harmless ArcBest, personnel and service providers from any and all claims and causes of action for liabilities and damages, including attorneys' fees and litigation costs, caused from your use or your hired or non-hired labor service providers' use of a ramp.
- 4. **Additional Charges:** Charges are based on the specifics outlined in your confirmation agreement and the bill of lading. The charges are subject to change upon alteration of your schedule or the occurrence of certain events, including, but not limited to: (a) Change in drop date; (b) Change in origin or destination city/zip/location code; (c) Parking fees, fines, or trailer/container tow services; (d) Equipment detention fees; (e) Untimely return of ramp to local service center; (f) Gypsy Moth Quarantine (California); (g) Customs delay; (h) Redelivery Charges per redelivery attempt; (i) Trash or boxes left on a trailer or moving container; and (j) Guaranteed Service and/or Appointment options - see Appendix A for all such charges.
- 5. **Parking and Placement:** You are responsible for providing a paved, tractor-trailer, ReloCube or other moving container accessible location for parking. The Carrier's trailer(s), ReloCube(s) or other moving containers will be spotted at your sole risk at the origin and destination locations. You agree that ArcBest, the carrier, and any other service providers shall have no liability for any damage to personal or real property or improvements arising out of the placement or removal of any equipment. It is your responsibility to obtain permission and/or permits for the placement of the trailer, ReloCube or other moving container at the origin and destination locations. You will be responsible for payment of any fees or fines, including, but not limited to, parking violations, towing charges, and real or personal property damage charged to ArcBest, carriers and service providers due to your failure to act in accordance with, comply with, or make adequate arrangements for variance from any laws, applicable rules or ordinances.

6. **Packing Material, Debris or Trash Removal:** It shall be the responsibility of you to remove packing material, debris or trash from the trailer(s), ReloCube or other moving container. A charge as set forth in Appendix A hereto for each 15 minutes or fraction thereof required to perform this service will be assessed against you when you request such service or your failure to remove packing material, debris or trash from trailer(s), ReloCube or other moving container.

In addition, any expenses incurred by ArcBest to satisfy fees or charges directly attributable to this service will be assessed against you when you request such service or such service is required due to your failure to remove packing material, debris or trash from trailer(s), ReloCube(s) or other moving container (s). Upon request, evidence of payment of such fees or charges will be furnished to you by ArcBest.

Any expenses incurred in this section will be in addition to all other lawful charges and fees, and will be assessed against you.

7. **NO WARRANTY:** ARCBEST, SERVICE PROVIDERS AND PERSONNEL DO NOT MAKE, HAVE NOT MADE, NOR SHALL BE DEEMED TO MAKE OR HAVE MADE, ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO THE EQUIPMENT PROVIDED HEREUNDER OR ANY COMPONENT THEREOF, INCLUDING WITHOUT LIMITATION, ANY WARRANTY TO DESIGN, COMPLIANCE WITH SPECIFICATIONS, QUALITY OF MATERIALS OR WORKMANSHIP, MERCHANTABILITY, FITNESS FOR ANY PURPOSE, USE, OPERATION OR SAFETY. ALL RISKS ARE TO BE BORNE BY YOU. WITHOUT LIMITING THE FOREGOING, ARCBEST, SERVICE PROVIDERS OR PERSONNEL SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO YOU OR ANY OTHER PERSON WITH RESPECT TO THE FOLLOWING, REGARDLESS OF ANY NEGLIGENCE OF ARCBEST, SERVICE PROVIDERS AND/OR PERSONNEL: (I) ANY LIABILITY, LOSS OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY ANY EQUIPMENT, ANY INADEQUACY THEREOF, ANY DEFICIENCY OR DEFECT (LATENT OR OTHERWISE) THEREIN, OR ANY OTHER CIRCUMSTANCE IN CONNECTION THEREWITH; OR (II) THE USE, OPERATION OR PERFORMANCE OF ANY EQUIPMENT OR ANY RISKS RELATING THERETO.

## B. Third Party Service

1. **In General:** Excluding carrier service providers, third party service means a service requiring special skill or equipment not usually possessed by a carrier, including, but not limited to, appliance de-installation/installation, furniture and equipment disassembly/assembly, and crating of any items with a high susceptibility to damage.
2. **When Needed:** In addition to your determination, ArcBest reserves complete discretion to determine whether and when third party service is needed to protect and/or move personal effects and/or other commodities in your shipment safely and such discretion shall be at your costs.

## VI. Other Rules, Provisions, Terms and Conditions

### A. Website Terms and Conditions of Use

By using any ArcBest websites or requesting services from ArcBest you agree to the Website Terms of Use located at: <http://www.arcb.com/terms-of-use/> and consent to our use of the data we collect and the information you provide to ArcBest as detailed in the ArcBest Privacy Policy: <http://www.arcb.com/privacy-policy/>.

## **VII. Rates and Charges**

### **A. Origin and Destination Services:**

1. **Local Transportation:** Local transportation includes service to shuttle your personal effects and/or other commodities to or from transportation equipment in which they will be or were transported when access to your origin or destination residences are restricted, extra pickup or delivery when your personal effects and/or other commodities are located in or will be placed in more than one location and mileage charges that apply when your origin or destination residence is located outside of a twenty-five (25) miles radius or a local service provider's location.
2. **Accessorial Services:** Accessorial services are services in addition to packing, loading, transportation, storage and/or unloading that require allowances for additional crew and/or that necessitate additional time to complete.

### **B. Transportation:**

1. **In General:** Most transportation rates are driven by size of shipment, length of transport and supply and demand for transportation service based on specific origin and destinations, direction and time of year.
2. **Spot Rates:** ArcBest generally tries to obtain the best available services that ArcBest can find based on a variety of factors, including rates.
3. **Service Availability:** As with all services, services are based on availability.
4. **Substitute Service:** There are various ways (modes) to transport shipments of personal effects and/or other commodities and many factors such as weather, illness, equipment breakdown, more favorable rates and/or scheduling, shipment consolidation opportunities, etc., can make use of a service provider or mode originally selected to transport your shipment impractical, and ArcBest reserves the right to select suitable service providers and modes to transport your shipment.

### **C. Third-Party Service:**

1. **Market Availability:** Third party services may be offered when specialized services are needed for your shipment. ArcBest normally selects third party service providers based on a number of factors and at rates that vary and change due to demand for service, availability, location, experience, and service quality.

2. **Service Providers Selection:** ArcBest reserves the right to select available third party service providers based on location, experience and service quality. ANY THIRD PARTY SERVICE PROVIDERS THAT YOU HIRE FOR PACKING, LOADING AND/OR UNLOADING YOUR PERSONAL EFFECTS, SUCH THIRD PARTY SERVICE PROVIDERS ARE HIRED BY YOU. YOU ARE HIRING PACKING, LOADING AND/OR UNLOADING SERVICE PROVIDERS FOR YOUR SOLE BENEFIT AND ARCBEST DISCLAIMS, AND IS HEREBY RELEASED, FROM ANY AND ALL LIABILITIES AND DAMAGES, INCLUDING ANY LOST AND/OR DAMAGE TO YOUR PERSONAL EFFECTS AND/OR OTHER COMMODITIES, CAUSED BY SUCH SERVICE PROVIDERS THAT YOU SELECTED.

**ArcBest II, Inc.**  
**Tariff ARC 400 Appendix A**

**Services:**

**Charges:**

Physical or Virtual Survey	\$90 - \$150.00
Cancellation Fee	\$50.00 per service if cancelled within 7 days of service date; \$150.00 per service if cancelled on day of service. On Transportation Only and Transportation, Labor and Replacement Value Liability Coverages, the labor provider's minimum charge will be the cancellation fee if the move is cancelled on day of service.
Equipment Held in Excess of 3 Days	\$50.00 per day per trailer or moving container
Live Load/Unload	\$80.00 per hour
Equipment Detention Fee	\$50.00 per day per trailer or moving container
Respot or Redrop	\$150.00 per occurrence
Redelivery	\$150.00 per occurrence
Customs Fees	Unloading, handling and loading: 3.29 per cwt, minimum charge of \$18.77. Storage: 2.52 per cwt, 12.69 per shipment per calendar day, subject to minimum of \$44.74 per shipment. Inbound Canadian shipments: \$60.00 Outbound Canadian shipments: \$35 Puerto Rico shipments: \$47.72
Lost/Stolen Ramp	\$1,000.00 per ramp
Debris Removal (Transportation Only and Transportation and Hourly Labor Liability Coverages)	\$66.53 per 15 minutes
Debris Removal (Transportation, Labor and Replacement Value Liability Coverage)	\$200.00 per occurrence
Certified Weight Tickets	\$150.00 per shipment

Shippers Export Declaration (Puerto Rico)	\$25.00 per transmission and \$55.00 per electronic filing
Exclusive Trailer Use	Rate plus 25%
Ramp Packed in Trailer	Up to \$1,000
Split Pickup at Origin/Stop Off at Destination	\$390

**ArcBest II, Inc.**  
**Tariff ARC 400 Appendix B – Declared Value Coverage Rates**

The following table contains the additional charges that apply when you declare a higher total value for your personal effects and/or other commodities than the applicable minimum value. Charges for coverage on shipments larger than 56 feet or shipments with a declared value greater than the applicable Band 4 limit will be given at the time of estimate.

Linear Feet	Gross Cubes	No Charge	Band- 1	Band- 2		Band- 3		Band- 4	
				Up-to	\$0	Up-to	\$0	Up-to	\$0
5 <sup>1</sup>	1 <sup>1</sup>	\$12,500	\$25,000 → \$28	-	\$1	-	\$1	-	\$1
6 <sup>1</sup>		→ \$150	\$25,000 → \$23	-	\$1	-	\$1	-	\$1
7 <sup>1</sup>		00 <sup>1</sup>	\$30,000 → \$25	-	\$1	-	\$1	-	\$1
8 <sup>1</sup>		\$15,000	\$30,000 → \$44	-	\$1	-	\$1	-	\$1
9 <sup>1</sup>		00 <sup>1</sup>	\$30,000 → \$50	-	\$1	-	\$1	-	\$1
10 <sup>1</sup>	2 <sup>1</sup>	\$17,500	\$35,000 → \$55	-	\$1	-	\$1	-	\$1
11 <sup>1</sup>		00 <sup>1</sup>	\$35,000 → \$61	-	\$1	-	\$1	-	\$1
12 <sup>1</sup>		\$20,000	\$40,000 → \$27	\$45,000 → \$40 <sup>1</sup>	\$50,000 → \$55 <sup>1</sup>	-	\$1	-	\$1
13 <sup>1</sup>		→ \$250	\$40,000 → \$29	\$45,000 → \$43 <sup>1</sup>	\$50,000 → \$72 <sup>1</sup>	-	\$1	-	\$1
14 <sup>1</sup>		00 <sup>1</sup>	\$40,000 → \$31	\$45,000 → \$47 <sup>1</sup>	\$50,000 → \$77 <sup>1</sup>	-	\$1	-	\$1
15 <sup>1</sup>	3 <sup>1</sup>	\$22,500	\$45,000 → \$23	\$50,000 → \$50 <sup>1</sup>	\$55,000 → \$55 <sup>1</sup>	\$60,000 → \$83 <sup>1</sup>	-	\$1	\$1
16 <sup>1</sup>		00 <sup>1</sup>	\$50,000 → \$36	\$60,000 → \$52 <sup>1</sup>	\$70,000 → \$71 <sup>1</sup>	\$80,000 → \$88 <sup>1</sup>	-	\$1	\$1
17 <sup>1</sup>		\$25,000	\$50,000 → \$38	\$60,000 → \$57 <sup>1</sup>	\$70,000 → \$75 <sup>1</sup>	\$80,000 → \$84 <sup>1</sup>	-	\$1	\$1
18 <sup>1</sup>		00 <sup>1</sup>	\$50,000 → \$40	\$65,000 → \$60 <sup>1</sup>	\$80,000 → \$80 <sup>1</sup>	\$80,000 → \$89 <sup>1</sup>	-	\$1	\$1
19 <sup>1</sup>		→ \$300	\$50,000 → \$42	\$70,000 → \$62 <sup>1</sup>	\$80,000 → \$84 <sup>1</sup>	\$90,000 → \$105 <sup>1</sup>	-	\$1	\$1
20 <sup>1</sup>	4 <sup>1</sup>	\$27,500	\$60,000 → \$44	\$70,000 → \$66 <sup>1</sup>	\$80,000 → \$88 <sup>1</sup>	\$90,000 → \$110 <sup>1</sup>	-	\$1	\$1
21 <sup>1</sup>		00 <sup>1</sup>	\$70,000 → \$47	\$80,000 → \$70 <sup>1</sup>	\$90,000 → \$93 <sup>1</sup>	\$100,000 → \$116 <sup>1</sup>	-	\$1	\$1
22 <sup>1</sup>		\$30,000	\$70,000 → \$49	\$80,000 → \$72 <sup>1</sup>	\$90,000 → \$97 <sup>1</sup>	\$100,000 → \$121 <sup>1</sup>	-	\$1	\$1
23 <sup>1</sup>		→ \$350	\$70,000 → \$51	\$80,000 → \$76 <sup>1</sup>	\$90,000 → \$102 <sup>1</sup>	\$100,000 → \$127 <sup>1</sup>	-	\$1	\$1
24 <sup>1</sup>		00 <sup>1</sup>	\$75,000 → \$53	\$85,000 → \$80 <sup>1</sup>	\$95,000 → \$106 <sup>1</sup>	\$105,000 → \$132 <sup>1</sup>	-	\$1	\$1
25 <sup>1</sup>	5 <sup>1</sup>	\$32,500	\$85,000 → \$55	\$85,000 → \$82 <sup>1</sup>	\$95,000 → \$110 <sup>1</sup>	\$105,000 → \$138 <sup>1</sup>	-	\$1	\$1
26 <sup>1</sup>		00 <sup>1</sup>	\$80,000 → \$58	\$90,000 → \$86 <sup>1</sup>	\$100,000 → \$115 <sup>1</sup>	\$110,000 → \$142 <sup>1</sup>	-	\$1	\$1
27 <sup>1</sup>		\$35,000	\$80,000 → \$60	\$90,000 → \$90 <sup>1</sup>	\$100,000 → \$119 <sup>1</sup>	\$110,000 → \$146 <sup>1</sup>	-	\$1	\$1
28 <sup>1</sup>		00 <sup>1</sup>	\$80,000 → \$62	\$90,000 → \$92 <sup>1</sup>	\$100,000 → \$124 <sup>1</sup>	\$110,000 → \$154 <sup>1</sup>	-	\$1	\$1
29 <sup>1</sup>		\$37,500	\$85,000 → \$64	\$95,000 → \$96 <sup>1</sup>	\$105,000 → \$128 <sup>1</sup>	\$115,000 → \$160 <sup>1</sup>	-	\$1	\$1
30 <sup>1</sup>	6 <sup>1</sup>	→ \$400	\$85,000 → \$66	\$95,000 → \$99 <sup>1</sup>	\$105,000 → \$132 <sup>1</sup>	\$115,000 → \$165 <sup>1</sup>	-	\$1	\$1
31 <sup>1</sup>		00 <sup>1</sup>	\$90,000 → \$69	\$100,000 → \$103 <sup>1</sup>	\$110,000 → \$137 <sup>1</sup>	\$120,000 → \$171 <sup>1</sup>	-	\$1	\$1
32 <sup>1</sup>		\$40,000	\$90,000 → \$71	\$100,000 → \$106 <sup>1</sup>	\$110,000 → \$141 <sup>1</sup>	\$120,000 → \$176 <sup>1</sup>	-	\$1	\$1
33 <sup>1</sup>		00 <sup>1</sup>	\$90,000 → \$73	\$100,000 → \$109 <sup>1</sup>	\$110,000 → \$146 <sup>1</sup>	\$120,000 → \$182 <sup>1</sup>	-	\$1	\$1
34 <sup>1</sup>		\$42,500	\$95,000 → \$75	\$105,000 → \$113 <sup>1</sup>	\$115,000 → \$150 <sup>1</sup>	\$125,000 → \$187 <sup>1</sup>	-	\$1	\$1
35 <sup>1</sup>	7 <sup>1</sup>	→ \$450	\$95,000 → \$77	\$105,000 → \$116 <sup>1</sup>	\$115,000 → \$154 <sup>1</sup>	\$125,000 → \$193 <sup>1</sup>	-	\$1	\$1
36 <sup>1</sup>		00 <sup>1</sup>	\$100,000 → \$80	\$110,000 → \$119 <sup>1</sup>	\$120,000 → \$159 <sup>1</sup>	\$130,000 → \$198 <sup>1</sup>	-	\$1	\$1
37 <sup>1</sup>		\$45,000	\$100,000 → \$82	\$110,000 → \$123 <sup>1</sup>	\$120,000 → \$163 <sup>1</sup>	\$130,000 → \$204 <sup>1</sup>	-	\$1	\$1
38 <sup>1</sup>		00 <sup>1</sup>	\$100,000 → \$84	\$110,000 → \$125 <sup>1</sup>	\$120,000 → \$166 <sup>1</sup>	\$130,000 → \$209 <sup>1</sup>	-	\$1	\$1
39 <sup>1</sup>		\$47,500	\$105,000 → \$86	\$115,000 → \$129 <sup>1</sup>	\$125,000 → \$172 <sup>1</sup>	\$135,000 → \$215 <sup>1</sup>	-	\$1	\$1
40 <sup>1</sup>	8 <sup>1</sup>	→ \$600	\$105,000 → \$88	\$115,000 → \$132 <sup>1</sup>	\$125,000 → \$175 <sup>1</sup>	\$135,000 → \$220 <sup>1</sup>	-	\$1	\$1
41 <sup>1</sup>		00 <sup>1</sup>	\$110,000 → \$91	\$120,000 → \$136 <sup>1</sup>	\$130,000 → \$181 <sup>1</sup>	\$140,000 → \$225 <sup>1</sup>	-	\$1	\$1
42 <sup>1</sup>		\$60,000	\$110,000 → \$93	\$120,000 → \$139 <sup>1</sup>	\$130,000 → \$185 <sup>1</sup>	\$140,000 → \$231 <sup>1</sup>	-	\$1	\$1
43 <sup>1</sup>		00 <sup>1</sup>	\$115,000 → \$95	\$120,000 → \$142 <sup>1</sup>	\$130,000 → \$190 <sup>1</sup>	\$140,000 → \$237 <sup>1</sup>	-	\$1	\$1
44 <sup>1</sup>		\$62,500	\$115,000 → \$97	\$125,000 → \$146 <sup>1</sup>	\$135,000 → \$194 <sup>1</sup>	\$145,000 → \$242 <sup>1</sup>	-	\$1	\$1
45 <sup>1</sup>	9 <sup>1</sup>	00 <sup>1</sup>	\$120,000 → \$99	\$125,000 → \$149 <sup>1</sup>	\$135,000 → \$198 <sup>1</sup>	\$145,000 → \$248 <sup>1</sup>	-	\$1	\$1
46 <sup>1</sup>		\$65,000	\$120,000 → \$100	\$130,000 → \$152 <sup>1</sup>	\$140,000 → \$203 <sup>1</sup>	\$150,000 → \$253 <sup>1</sup>	-	\$1	\$1
47 <sup>1</sup>		→ \$660	\$120,000 → \$10	\$130,000 → \$156 <sup>1</sup>	\$140,000 → \$207 <sup>1</sup>	\$150,000 → \$259 <sup>1</sup>	-	\$1	\$1
48 <sup>1</sup>		00 <sup>1</sup>	\$125,000 → \$10	\$130,000 → \$159 <sup>1</sup>	\$140,000 → \$212 <sup>1</sup>	\$150,000 → \$264 <sup>1</sup>	-	\$1	\$1
49 <sup>1</sup>		\$67,500	→ \$10	\$135,000 → \$162 <sup>1</sup>	\$145,000 → \$216 <sup>1</sup>	\$155,000 → \$270 <sup>1</sup>	-	\$1	\$1
50 <sup>1</sup>	10 <sup>1</sup>	00 <sup>1</sup>	\$60,000 → 4 <sup>1</sup>	\$135,000 → \$165 <sup>1</sup>	\$145,000 → \$220 <sup>1</sup>	\$155,000 → \$275 <sup>1</sup>	-	\$1	\$1
51 <sup>1</sup>		\$60,000	\$125,000 → \$10	\$140,000 → \$169 <sup>1</sup>	\$150,000 → \$225 <sup>1</sup>	\$160,000 → \$281 <sup>1</sup>	-	\$1	\$1
52 <sup>1</sup>		→ \$660	\$140,000 → \$172 <sup>1</sup>	\$150,000 → \$172 <sup>1</sup>	\$160,000 → \$225 <sup>1</sup>	\$160,000 → \$286 <sup>1</sup>	-	\$1	\$1
53 <sup>1</sup>		00 <sup>1</sup>	\$130,000 → \$10	\$145,000 → \$175 <sup>1</sup>	\$150,000 → \$234 <sup>1</sup>	\$160,000 → \$292 <sup>1</sup>	-	\$1	\$1
54 <sup>1</sup>		\$62,500	→ \$10	\$145,000 → \$179 <sup>1</sup>	\$155,000 → \$238 <sup>1</sup>	\$165,000 → \$297 <sup>1</sup>	-	\$1	\$1
55 <sup>1</sup>	11 <sup>1</sup>	00 <sup>1</sup>	\$660	\$150,000 → \$182 <sup>1</sup>	\$165,000 → \$242 <sup>1</sup>	\$165,000 → \$303 <sup>1</sup>	-	\$1	\$1
56 <sup>1</sup>		\$65,000	\$130,000 → \$10	\$150,000 → \$185 <sup>1</sup>	\$160,000 → \$247 <sup>1</sup>	\$170,000 → \$308 <sup>1</sup>	-	\$1	\$1