



XTREME MOVING & STORAGE, LLC d/b/a XTREME MOVING

MOTOR FREIGHT TARIFF NO. 101

FOR INTERSTATE SERVICE

APPLYING ON

HOUSEHOLD GOODS

HOUSEHOLD GOODS TARIFF

EFFECTIVE: 4/1/2010

ISSUED BY:

**XTREME MOVING & STORAGE, LLC
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ABBREVIATIONS AND REFERENCES

<u>Abbreviation or Reference</u>	<u>Explanation</u>
A/C	Actual Charge
AAA	Automobile Association of America
ADD or ADD'l	Additional
AL	Alabama
AM or am	Ante Meridian
Chg.	Charge
COD	Collect on Delivery
Cu.	Cubic
CWT	Per hundred Pounds
d/b/a	Doing Business As
DC	District of Columbia
DOT	Department of Transportation
EA	Each
EAN	Except as Noted
EX.P/D	Extra Pickup or Delivery
FL	Florida
FMCSA	Federal Motor Carrier Safety Administration
Ft.	Foot/Feet
GA	Georgia
IL	Illinois
Incl.	Inclusive
KY	Kentucky
Lb.	Pounds
MD	Maryland
MF	Motor Freight
Min.	Minimum
MQ	MapQuest
MS	Mississippi
NC	North Carolina
NO.	Number
O/T	Over Time
OH	Ohio
P/D	Pickup or Delivery
PA	Pennsylvania
PK	Packing or Unpacking
PM or pm	Post Meridian
SC	South Carolina
SIT	Storage in Transit
TBD	To be determined
TN	Tennessee
VA	Virginia
W VA	West Virginia
W/T	Waiting time
XMS	Xtreme Moving & Storage, LLC d/b/a Xtreme Moving

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General Rules and Regulations

Governs all sections of this tariff unless otherwise provided within individual sections. Except as otherwise provided herein the rates named in this tariff include one pick-up and loading at point of origin and on delivery and unloading at point of destination.

Rule 1 MILEAGE AND TIME CALCULATION FOR INTRASTATE SERVICE

Calculation as otherwise provided herein by: www.mapquest.com provides calculations of mileage and time. All Interstate Moves are binding in cost of service. An exception may apply to Packing Materials and Packing Labor. All rates, time calculations, and assessorial charges are kept electronically filed.

Rule 2 EXTRA PICK-UP OR DELIVERY

Subject to Rule 3 portions of a shipment may be picked-up at one or more places en-route between origin and destination. Charges will be for the total hours of service and transportation (if not a local shipment) or entire shipment for total distance from farthest point origin to ultimate destination. The total charges for picked-up or delivered portions shall not, in any case exceed the total charges as would apply if computed to each portion as a separate shipment. A charge for each extra pick-up or delivery will apply.

Rule 3 CONSOLIDATED SHIPMENTS

- a. Property of two or more families or establishments located at different addresses will not be accepted for transportation as a single shipment. Such property must be handled from each address as a separate shipment on a separate Bill of Lading.
- b. The name of only one shipper and one consignee shall appear on one Bill of Lading, but the Bill of Lading may also specify the name of a party to notify of the arrival of the shipment at destination.

Rule 4 LOADING AND UNLOADING

Except as otherwise provided herein, if shipment is delivered to or picked-up at a warehouse, the rates for transportation include only the unloading or loading at door, platform, or other point convenient or accessible to the vehicle.

Rule 5 VALUATION CHARGES

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

OPTION 1 - The Cost Estimate that you receive from your mover **MUST INCLUDE** Full (Replacement) Value Protection for the articles that are included in your shipment. If you wish to waive the Full (Replacement) Level of protection you must complete the **WAIVER** of Full (Replacement) Value Protection shown below.

Full (Replacement) Value Protection is the most comprehensive plan available for protection of your goods. If any article is lost, destroyed or damaged while in your mover's custody, your mover will, at its option, either 1) repair the article to the extent necessary to restore it to the same condition as when it was received by your mover, or pay you for the cost of such repairs; or 2) replace the article with an article of like kind and quality, or pay you for the cost of such a replacement. Under Full (Replacement) Value Protection, if you do not declare a

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higher replacement value on this form prior to the time of shipment, the value of your goods will be deemed to be equal to \$6.00 multiplied by the weight (in pounds) of the shipment, subject to a minimum valuation for the shipment of \$5,000. Under this option the cost of your move will be composed of a base rate plus an added cost reflecting the cost of providing this full value cargo liability protection for your shipment.

Option 2 - WAIVER of Full (Replacement) Value Protection. This lower level of protection is provided at no additional cost beyond the base rate; however it provides only minimal protection that is considerably less than the average value of household goods. Under this option, a claim for any article that may be lost, destroyed or damaged while in your mover's custody will be settled based on the weight of the individual article multiplied by 60 cents. For example, the settlement for an audio component valued at \$1000 that weighs 10 pounds would be \$6.00 (10 pounds times 60¢).

NOTE B - Some items will be deemed out of the control of the carrier per shipper's request or condition of craftsmanship of items requested to be moved. When these items arise a general release will be required to perform action releasing XMS from liability. Addendum to the uniform household goods bill of lading – B, itemizing releases and limitation of liability.

Rule 6 **MARKING AND PACKING**

- a. Articles of fragile or breakable nature must be properly packed.
- b. Packages containing fragile articles or articles consisting wholly or in part of glass when packed by the shipper or his agent, must be marked by plain and distinct letters, designating the fragile character or contents.
- c. When the articles of furniture, consisting wholly or in part of glass is covered or wrapped by the shipper or his agents, such articles shall be wrapped in a manner to clearly expose glass surfaces or glass portions, so it can be identified by carrier.
- d. When articles are improperly packed, crated or boxed and by reason thereof the contents are more susceptible to damage. Carrier will arrange to have such articles properly packed at an additional charge, or carrier has right to refuse shipment of article.

Rule 7 **COMPLETE ARTICLE (Defined)**

Each shipping piece or package and contents thereof shall constitute an article. The total component parts of any article taken apart or knocked down for handling or loading in vehicle shall constitute an article.

Rule 8 **ARTICLES OF HIGH OR EXTRAORDINARY VALUE**

Unless otherwise provided, the following property will not be accepted for Shipment: Bank bills, coins or currency, deeds, notes, drafts or valuable papers of any kind, jewelry, postage stamps, stamp collections, revenue stamps, redeemable trading stamps, letters or packets of letters, precious stones, or article or peculiarly inherent or extraordinary value; precious metals or articles manufactured there from. Should such articles come into the possession of the carrier with or without his knowledge, responsibility for safe delivery will not be assumed without an inventory declaring actual value provided by the shipper.

Rule 9 **ARTICLES LIABLE TO CAUSE DAMAGE**

- 1) Carrier will not accept for shipment property liable to impregnate or otherwise damage equipment or other property.
- 2) The carrier will not accept for shipment articles, which cannot be taken from the premises without damage to the article or the premises.
- 3) No Appliances will be moved with food.

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Rule 10 INSPECTION OF ARTICLES

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

Rule 11 HANDLING OF HEAVY ARTICLES

Except as otherwise specifically provided in this tariff, or as amended, the services covered by this tariff do not include the handling, loading or unloading of any single article weighing 600 (six hundred) pounds or more except pianos. The extra handling, loading, or unloading in every instance must be provided by the shipper or if the carrier has additional personnel and equipment available, such extra services upon such articles must be securely braced and blocked, and when such bracing or blocking require material not forming part of the regular equipment of the vehicle, or extra labor, such material must be furnished by the shipper. (Subject to Item 3)

Rule 12 STORAGE-IN-TRANSIT

1. STORAGE-IN-TRANSIT of household goods is the holding of a shipment in the warehouse of carrier or carrier's agent for storage pending further transportation. This service will be performed only upon request of shipper and subject to the following provisions:
 - a. Carrier may require payment of accumulated transportation and accessorial charges when transit shipment is delivered to temporary storage warehouse.
2. Shipments moving under this rule may be stored in transit only once and for a period not to exceed 180 (one hundred eighty) days from date of delivery to warehouse. When instructions for further transportations are not given prior to the expiration of 180 (one hundred eighty) day period, the in-transit character of the shipment will cease and the warehouse shall be considered the final destination of the shipment. When shipment remains in storage after the expiration of the 180 (one hundred eighty) days all accumulated transportation or accessorial charges must be paid unless previously collected in accordance with paragraph (a).
3. STORAGE-IN-TRANSIT within 50 (fifty) miles of origin and/or destination - no travel time will be assessed. Transportation charges shall be assessed upon the basis of applicable rate published in tariff from initial point of pick-up to STORAGE-IN-TRANSIT warehouse, plus applicable rate in tariff from STORAGE-IN-TRANSIT warehouse to point of final destination.

STORAGE-IN-TRANSIT Over 50 (fifty) miles of origin and or destination - no travel time will be assessed for travel to our warehouse. Transportation charges shall be assessed upon the basis of applicable rate published in tariff from initial point of pick-up to final destination.

4. In addition to applicable transportation rate and accessorial charges the following storage charges shall be assessed on shipments handled under the provision of this rule: **\$3.25** per 100 pounds for each 30 (thirty) days or fraction thereof, subject to a minimum charge based on 2,000 (two thousand) pounds per shipment.
5. Shipper or owner upon proper notice in writing to carrier before shipment is removed from STORAGE-IN-TRANSIT warehouse and prior to expiration of 180 (one hundred eighty) days storage period provided herein will apply applicable rate published in tariff.
6. When a shipment is stored in transit under the provisions of this rule the carrier shall promptly furnish the shipper:
 - a. An itemized list of all articles stored showing the conditions when received in the warehouse, such list to make a reference by number or otherwise to the BILL OF LADING covering the shipment.
 - b. An itemized list of all articles stored showing condition when removed from the warehouse, such list to make reference by number or otherwise to the BILL OF LADING covering said shipment.

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- c. The dates on which shipment was received at and removed from STORAGE-IN-TRANSIT warehouse.
 - d. The dates when all charges were paid.
7. For moves a warehouse handling charge of **\$3.00** per 100 pounds, subject to a minimum charge based on 2,000 (two thousand) pounds per shipment, shall apply on all STORAGE-IN-TRANSIT shipments, such charges to be assessed only once except as noted in Rule 14. Additional charges shall be assessed upon the basis of applicable rate published in tariff.
8. Holding Fee - \$350.00 per day with a 5 day maximum.
9. ON SHIPMENTS OR PORTIONS THEREOF WHICH ALSO INVOLVE STORAGE-IN-TRANSIT, the following additional valuation charges will apply:
- a) FOR EACH STORAGE period of 30 (thirty) days or fraction thereof, the additional charge for SIT valuation will be 10 (ten) percent of the Transportation valuation

NOTE: If the shipper wished to avoid these additional charges, he must agree that if any articles are lost or damaged, the carrier's liability will not exceed 60 (sixty) cents per pound for the actual weight for any lost or damaged article or articles in the shipment. Review Rule 5.

Rule 13 ATTEMPTED DELIVERY

- 1. Compensation to the carriers for attempted delivery to residence from STORAGE-IN-TRANSIT when failure to deliver is not the fault of carrier, will be as follows:
 - a. Transportation Rate will apply.
 - b. Warehouse Handling: A second warehouse handling charge will apply if the shipment is again placed into STORAGE-IN-TRANSIT.
 - c. If carrier is required to wait at residence a accessorial Waiting Time will apply by hour and or day rates.
 - d. STORAGE-IN-TRANSIT: If property is again placed into STORAGE-IN-TRANSIT, the same SIT control number will apply. Storage charges will continue at the additional monthly rate.

Rule 14 CLAIMS

Section 1

- a. Any claim for loss, damage, or overcharge shall be in writing and filed with the carrier within nine (9) months after delivery. As a condition precedent to any claim adjustment or payment, said claim shall be accompanied by the original paid Bill if not previously surrendered to the carrier. Carrier may require certified or sworn statement of claim.
- b. Carrier shall be immediately notified for all claims for concealed and/or external damage and shall be given reasonable opportunity to inspect alleged external damage or concealed damage in the original package. It is incumbent upon the carrier or the designated agent of the carrier to inspect any and all reported damage and to provide for repairs or compensation based in the level of liability selected. If damage is alleged to have occurred to the shipper's dwelling or surrounding, for example but not limited to, damage to walls, floors, steps, ceilings, rails, doors, driveway, lawn, fence, patio or garage, it is the carrier's liability or that of his designated agent to inspect the alleged damage. If such damage is determined to be transit related, it is the carrier's obligation to repair or restore to original condition or to otherwise make whole by compensation, unless a release form has been signed by the shipper and or his agent to precede knowing damage may occur to home and or freight. Transit related damage occurring to a shipper's dwelling or surrounding area is not covered by the Shipper's Declaration of Value. Any claim for property loss and/or damage must be reported within 48 hours of delivery/loading.
The carrier's liability shall not exceed the cost of repairing or replacing the lost or damaged property with

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material of like kind and quality. It shall also not exceed the actual cash value of the property at the time and place of loss, but in no event to exceed the released value as determined under Rule 5. Replacement or repairing will be determined by the lesser of the two amounts.

The carrier shall not be liable for loss or damage occurring after the property has been delivered to or received for by the consignee or shipper or authorized agent of either. When the carrier is directed to unload or to deliver the property (or render any services) at a place at which the consignee or its agent is not present, the property shall be at risk of the owner after unloading or delivery.

- c. Where the carrier is directed to load property from (or render any service at) a place or places at which the consignor or its agent is not present, the property shall be at risk of the owner before loading.
- d. The carrier's liability with regards to sets and matched pieces shall be limited to repair or depreciated replacement of the lost or damaged piece or pieces only and shall not extend to repair, replacement or recovering of the entire set, but in no event to exceed the released value as determined under Rule 5.

Section 2

- a. Any carrier or party liable on account of loss or damage to any said property shall have the full benefit of any insurance that may have been effected upon or account of said property so far as this shall not avoid the policies or contracts of insurance; provided that the carrier reimburse the claimant for the premium paid thereon. Any claim for property loss.

Rule 15 PAYMENTS

- a. The carrier will not deliver or relinquish possessions of any property transported by it until tariff rates and charges thereon have been paid in cash, money order, or certified check, except where other satisfactory arrangements have been made between the carrier and the consignor or consignee.
- b. Nothing herein shall limit the right of the carrier to require, at time of or before shipment, the prepayment in part or in full or guarantee of the charges.
- c. Subject to the foregoing paragraphs, provision for payment of charges on STORAGE-IN-TRANSIT shipments is contained in Rule 13.
- d. All Shipments are COD unless otherwise agreed in writing.
- e. Credit Card payments will be assessed a 5% charge for the use of the Credit Card. Shipper must be in good standing to use a credit card for final payment.

Rule 16 LABOR RATES

Charges are estimated at time of estimate and agreed to in the binding estimate. There will be a 5 (five) hour minimum charge for Labor Rates.

Rule 17 MINIMUM CHARGE FOR INTERSTATE MOVES

Except as may be otherwise specifically provided for in this tariff or as amended, a shipment labor time is less than 5 hours shall be accepted only at a labor time of 5 hours and at the applicable rate shown for 5 hours.

Rule 18 REISSUED ITEMS OR PAGES

Reference made herein to items or pages in this tariff include reference to reissue of such items or pages. Reference to other tariffs shall include reissues or amendments thereto.

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Rule 19 **SERVICING SPECIAL ARTICLES**

1. The transportation rates in this tariff do not include servicing or de-servicing articles or appliances such as refrigerators, deep freezers, cabinets, front loading washing machines, plasma television sets, air conditioners, pool tables, grandfather clocks, hot tubs and the like, which if not properly serviced, may be damaged in, or incident to, transit; nor is liability assumed for any such damage unless said articles or appliances are serviced and de-serviced as provided below.
 - a. If carrier does not possess the qualified personnel to properly service and de-service articles or appliances, carrier will upon request of shipper, owner, or consignee and as agent for them, engage third persons to perform the servicing and de-servicing. When third persons are engaged by the carrier to perform any service, the carrier will not assume responsibility for their activities or conduct, amount of their charges, nor the quality or quantity of service furnished.
 - b. All charges of the third persons must be paid by the shipper and are in addition to all other charges in this tariff. Such charges will be advanced by the carrier and billed as an advanced charge.

Rule 20 **IMPRACTICAL PICK-UP OR DELIVERY AND AUXILIARY SERVICES**

- a. It is the responsibility of the shipper to make shipment accessible to carrier or accept delivery from carrier at a point at which the road haul vehicle may be safely operated.
- b. When it is physically impossible for carrier to perform pick-up of shipment at origin address or to complete delivery of shipment at destination address with normally assigned road haul equipment, due to the structure of the building, its inaccessibility by highway, inadequate or unsafe public or private road, overhead obstructions, narrow gates, sharp turns, trees, shrubbery, the deterioration of roadway due to rain, flood, snow or nature of an article or articles included in the shipment, the carrier shall hold itself available at point of pick-up or tender delivery at destination at the nearest point of approach to the desired location where the road haul equipment can be made safely accessible.
- c. Upon request of the shipper, consignee or owner of the goods, the carrier will use or engage smaller equipment than its normal road haul equipment or provide extra labor for the purpose, of accomplishing the job or transferring the shipment between the residence and the nearest point of approach by the carrier's road haul equipment. Charges for this auxiliary service to cover labor and additional vehicle (if used) will be as provided in accessorial charges.
- d. If the shipper does not accept the shipment at nearest point of safe approach by carrier's road haul equipment to the destination address, the carrier may place the shipment, or any part thereof not reasonably possible for delivery, in storage at the nearest available warehouse of the warehouse of the carrier, or, at the option of the carrier, in a public warehouse, subject to a lien for all lawful charges. The liability on the part of the carrier will cease when the shipment shall be considered as having been delivered.
- e. Transportation charges to cover the movement of shipment or part thereof from point which it was originally tendered to warehouse location shall be computed on basis of weight of shipment of that part of shipment stored in warehouse, subject to applicable rate as provided in tariff from point at which it was originally tendered. All accrued charges on the shipment or any part thereof shall be due and payable upon delivery of same to the warehouse. Any subsequent movement from warehouse shall constitute a new shipment.

Rule 21 **HOISTING OR LOWERING**

Hoisting or lowering service will be performed only at points where carrier possesses necessary equipment and experienced personnel to perform such service. Otherwise, upon request of shipper, consignee, or owner will endeavor to arrange for qualified service, if available, at the expense of the shipper, consignee or owner of the goods. In such instances, the carrier will not be responsible for damage to shipment or property.

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Rule 22 RIGGING SERVICE

When, because of the size or nature of the landing, it is necessary to utilize the services of a rigger, such service must be provided by the shipper, consignee or owner of the goods. If requested by shipper, consignee or owner, carrier will, as agent for them and at their expense, arrange for such rigging service, if available, but carrier assumes no responsibility for the activities or conduct of third persons, amount of their charges nor the quality or quantity of service furnished.

Rule 23 COMMODITY DESCRIPTION

The classification of property to which rates, rules and regulations apply to that class of property as a commodity under the following description:

1. **HOUSEHOLD GOODS.** This group includes personal effects and property used or to be used in a dwelling and similar property if the transportation of such effects or property is:
 - a) Arranged and paid for by the householder including transportation of property from a factory, or store when the property is purchased by the householder with intent to use in his or her dwelling, or
 - b) Arranged and paid for by another party.

All property transported under the commodity description as set forth above shall be subject to the minimum Transportation rates and charges, as set forth in this tariff, or as amended.

Rule 24 LIMITATION OF LIABILITY ON READY TO ASSEMBLE FURNITURE **(Made from press board, particle board, engineered wood or ready to assemble)**

Furniture manufactured from press board, particle board and/or engineered wood is designed to go into a box from the manufacturer, to the retailer, and then to the customer unassembled. It is not constructed to withstand the normal stress of a move as an assembled unit. Most is not designed with the extra wood structural pieces to adequately brace the unit for movement out of or into a residence, and may not withstand the normal truck vibration, even in air-ride trailers. Usually chips or dents are not repairable. Surface impressions can be made on the furniture when writing on a single piece of paper. Assembly instructions frequently suggest that connecting hardware pieces be glued in place. This does not significantly improve the structural integrity of the pieces and makes disassembly impossible without creating substantial, un-repairable damage. ***When a shipper elects to ship an article as defined herein, and notwithstanding the language contained in this Notice, in no case shall the liability of the carrier exceed \$.60 per pound per article, up to \$50.00 per complete article. Shipper understands that any claim for damage to the press board, particle board, and/or engineered wood furniture may be denied due to inherent vice, based upon the fact that fully assembled press board, particle board and/or engineered wood furniture is inherently susceptible to damage as outlined above.***

Rule 25 HOLIDAYS

Additional fees will be subject for charge. The following holidays will be recognized: New Year's Day, Easter, Fourth of July, Thanksgiving and Christmas.

Rule 26 XTREME MOVING DOES NOT MOVE

In addition to Rule 10; the following will not be moved: Baby Grand and or Grand Pianos over three steps, No Hot tubs over five feet (no steps), Slate Pool Tables, Subzero Refrigerators. XMS will at shipper's request make arrangement with 3rd party. See Rule 20 for more detail.

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Rule 27 SENIOR CITIZEN & MILITARY PROMOTIONAL RATE

Xtreme Moving has a promotional rate for senior citizens who are 65 years of age and older. To qualify the senior citizen will need to provide proof of age. (i.e.: Driver's license or State ID Card)
 Xtreme Moving has a promotional rate of 10% for military personnel who are either active or has served. To qualify the military personnel will need to provide proof of service. (i.e.: Military ID Card) The 10% will not apply to valuation or fuel surcharge.

Rule 28 FUEL SURCHARGE

The fuel surcharges to be charged on Interstate shipments are on file electronically.

Rule 29 ADDITIONAL CHARGES

Other charges agreed upon in writing in the form of a Binding Estimate or an Order for Service and or a Change of Service is subject to additional charges above and beyond this tariff as seen needed to execute services as agreed by carrier and shipper. Note: Phone estimates are strictly Binding based on what is reported to the carrier listed on the Binding Estimate or an Order for Service, additional items and or services will result in additional cost.

STANDARD ACCESSORIAL SERVICES:

* Are common for changes to service that may cause a Change of Service and result in additional charges.

Xtreme Moving Description of Services	Xtreme Moving Description of Services
Additional Labor (per man)	Hot tub Under 5' / Jacuzzis
Additional Stops	Large Screen TV
Any single Item over 600 lbs	Large Flat Screen TV over 50"
ATV's, campers, etc	Long Carry (over 75 feet) *
Automobile	Motorcycles
Boats	Organ
Decking/Walkway Fee 12' *	Riding Mowers
Elevator on Intrastate *	Shuttle Service *
Fire Proof File Cabinet or Safe over 300 lbs	Standard or Spinnet Piano
Floor Model Copiers	Tanning Bed
Fuel Surcharge	Third (3rd) Party Charge *
Grand or Baby Grand Piano's	Tractors
Grandfather Clocks (moving only)	Trailers
Holiday *	Waiting Time *