

# UNIFORM HOUSEHOLD GOODS BILL OF LADING AND FREIGHT BILL

VEHICLE NO.

ILL CC MC

Bill of Lading No.

**IN CASE OF NEED: CONTACT TRAFFIC CONTROL MGR. AT ABOVE ADDRESS OR TELEPHONE NUMBER**

CONNECTING OR INTERLINING CARRIER (IF ANY) \_\_\_\_\_ ADDRESS \_\_\_\_\_ PHONE \_\_\_\_\_

RECEIVED, subject to classifications, tariffs, rules and regulations including all terms printed or stamped hereon or on the reverse side hereof in effect on the date of issue of this bill of lading.

SHIPPER _____ DATE _____	CONSIGNEE TO _____
ADDRESS _____	ADDRESS _____
FLOOR _____ ELEV _____ COUNTY _____ TEL. _____	FLOOR _____ ELEV. _____ COUNTY _____ TEL. _____
CITY _____ STATE _____ ZIP _____	CITY _____ STATE _____ ZIP _____

ACTUAL PICKUP DATE	AGREED PICKUP DATE or period of time	AGREED DELIVERY DATE (if applicable)
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ILL. TARIFF NO. \_\_\_\_\_ ITEM \_\_\_\_\_ SCHEDULE \_\_\_\_\_

**NOTIFICATION OF CHARGES**

SHIPPER REQUESTS NOTIFICATION OF ACTUAL CHARGES TO (C.O.D. SHIPPERS ONLY) PARTY SHOWN BELOW

NOTIFY \_\_\_\_\_

ADDRESS \_\_\_\_\_ TEL \_\_\_\_\_

IN CASE OF DELAY, OR IF CHARGES EXCEED ESTIMATE BY MORE THAN 10%

NOTIFY \_\_\_\_\_

ADDRESS \_\_\_\_\_ TEL \_\_\_\_\_

LOCAL MOVING					
VANS USED	PERSONNEL USED	TIME	HOURS	RATE	CHARGE
		TO			
		TO			
		TO			
		TO			
MILEAGE CHARGE - TRAVEL TIME					
MILEAGE CHARGE - NO. OF MILES					
<b>TOTAL LOCAL CHARGES</b>					

Estimated amount due carrier in cash, cashier's check, or money order.

INTER-CITY MOVING					
NET WEIGHT	LBS.	MILES			
ADD'L TRANSP CHARGE		ORIG	DEST.		
EXTRA PICKUP OR DELIVERY CHARGE					
HOISTING OR PIANO CHARGE					
STAIR CARRY		ORIG.	DEST.		
ELEVATOR		ORIG.	DEST.		
EXTRA LABOR		NO. OF HOURS			
S.I.T.		DATE IN	DATE OUT		
S.I.T. PICKUP OR DELIVERY					
S.I.T. WAREHOUSE HANDLING					
APPLIANCE SERVICE		ORIG.	DEST.		
OTHER					
<b>TOTAL INTER-CITY CHARGES</b>					

**BILLING INFORMATION**

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY & STATE \_\_\_\_\_

ATTENTION OF \_\_\_\_\_

SPECIAL SERVICES:  Excl. Use of Veh. \_\_\_\_\_ Cu. Ft.  Expedited Service

Space Res. \_\_\_\_\_ Cu. Ft.  Complete Occupancy

Moving at \_\_\_\_\_ Lbs. Actual \_\_\_\_\_ Lbs.

**SHIPPER REQUESTED REWEIGH**

	ORIGINAL	REWEIGH
GROSS WEIGHT	_____	_____
TARE WEIGHT	_____	_____
NET WEIGHT	_____	_____
MIN. WEIGHT	_____	_____

CONTAINERS	PACKING SCHEDULE			UNPACKING SCHEDULE				
	QTY.	RATE	EXT.	QTY.	RATE	EXT.		
BARREL Barrel, drum, or specially designed container								
CARTONS, Less than 3 cu. ft.								
	3 cu. ft.							
	4 1/2 cu. ft.							
	6 cu. ft.							
	6 1/2 cu. ft.							
Wardrobe carton not less than 10 cu.ft.								
Crib Mattress Carton								
Mattress carton not exceeding 39" x 75"								
	not exceeding 54" x 75"							
	exceeding 54" x 75"							
	39" x 80"							
Mattress Cover (Paper or Plastic)								
Corrugated Containers								
Crates								
Gross Measurement of Crate								
Minimum charge per crate								
TOTAL CONTAINERS			TOTAL PACKING			TOTAL UNPACKING		

TOTAL CONTAINERS PACKING AND UNPACKING

FOR LIABILITY AND VALUATION PURPOSES HOUSEHOLD GOODS SHALL BE DEEMED TO WEIGH (7) POUNDS PER CUBIC FOOT.

CUBIC FEET \_\_\_\_\_ @ 7 per cu. ft. \_\_\_\_\_ lbs.

THE SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER'S TARIFF. SHIPPER HEREBY RELEASES THE ENTIRE SHIPMENT TO A VALUE NOT EXCEEDING \$ \_\_\_\_\_

(TO BE COMPLETED BY PERSON SIGNING BELOW)

**TOTAL PACKING CHARGES**

VALUATION CHARGE \$ \_\_\_\_\_ @ \_\_\_\_\_ per \$100, or fraction thereof

TRIP TRANSIT \_\_\_\_\_ rate per \$100.00

NOTICE: THE SHIPPER SIGNING THIS CONTRACT MUST INSERT IN THE SPACE ABOVE, IN HIS OWN HANDWRITING, EITHER HIS DECLARATION OF THE ACTUAL VALUE OF THE SHIPMENT, OR THE WORDS "30 cents per pound per article." OTHERWISE THE SHIPMENT WILL BE DEEMED RELEASED TO A MAXIMUM VALUE EQUAL TO \$200 TIMES THE WEIGHT OF THE SHIPMENT IN POUNDS.

**TOTAL CHARGES FOR ABOVE SERVICES**

Maximum amount to be paid at time of delivery to obtain delivery of an estimated C.O.D. shipment

Prepayment Collected by \_\_\_\_\_

SHIPPER \_\_\_\_\_ DATE \_\_\_\_\_

Driver Sign. (Origin) \_\_\_\_\_ DATE \_\_\_\_\_

**YOU ARE OBLIGATED TO PAY BALANCE IN 30 DAYS** **BALANCE DUE ►**

DELIVERY ACKNOWLEDGEMENT. SHIPMENT WAS RECEIVED IN APPARENT GOOD CONDITION EXCEPT AS NOTED IN INVENTORY AND SERVICES ORDERED WERE PERFORMED.

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_

## TERMS AND CONDITIONS

This contract is subject to all the rules, regulations, rates and charges in mover's currently effective applicable tariff on file with the Illinois Commerce Commission, including, but not limited to, the following terms and conditions.

**1. OWNERSHIP OF PROPERTY:** Shipper has represented and warranted to the Mover to be the legal owner or in lawful possession of the property and has the legal right and authority to contract for services for all of the property tendered, upon provisions, limitations, terms, and conditions herein set forth. If there is any litigation or threatened litigation as a result of the breach of this clause, shipper and/or customer agrees to pay all charges that may be due together with such costs and expenses, including attorneys fees, which Mover may reasonably incur or become liable to pay in connection therewith. Shipper and/or customer shall indemnify and hold harmless Mover from any liability for loss, cost, expenses, and damages for which Mover may be liable or incur as a result of any breach of this clause. Mover shall have a lien on said property for all charges that may be due as well as for such costs and expenses.

### 2. MOVER'S LIABILITY:

- a. Mover shall not be liable for documents, currency, money, jewelry, precious stones, or articles of extraordinary value which are not specifically listed on the bill of lading.
- b. Explosive or dangerous goods will not be accepted for shipment. Every party, whether principal or agents shipping such goods, shall indemnify the Mover against all loss or damage caused by such goods, and Mover will not be liable for safe delivery of the shipment.
- c. Except in cases of negligence of the Mover or party in possession, Mover shall not be liable for mechanical or electrical functioning of any article, such as but not limited to, pianos, radios, phonographs, television sets, computers, clocks, barometer, mechanical refrigerators or air conditioners, or other instruments or appliances, whether or not such articles are packed or unpacked by the company.
- d. Except in cases of negligence of the Mover or party in possession, Mover shall not be liable for any fragile articles injured or broken, unless packed by its employees and unpacked by them at the time of delivery.
- e. Except in cases of negligence of the Mover or party in possession, Mover shall not be liable for damage to or loss of contents of pieces of furniture, crates, cartons, boxes, or other containers unless such contents are open for the Mover's inspection and then only for such articles as are specifically listed by the shipper and receipted for by the Mover or its agent.
- f. Except in cases of negligence of the Mover or party in possession, Mover shall not be liable for loss or damage resulting from insects, moth, vermin, ordinary wear and tear, rust, fire, water, mold or mildew, changes of temperature, fumigation or deterioration.
- g. Mover shall not be liable for delay caused by highway obstruction or faulty or impassable highway, or lack of capacity of any highway, bridge, or ferry, or caused by breakdown or mechanical defect of vehicles or equipment. Mover shall not be bound to transport by any particular schedule, means, vehicle, or otherwise than with reasonable dispatch. Mover shall have the right in case of physical necessity to forward said property by any Mover or route between the point of shipment and the point of destination.
- h. Mover shall not be liable for loss or damage or delay caused by an act of God, the public enemy, the acts of public authority, quarantine, riots, strikes, perils of navigation, the act or default of the shipper or owner, the nature of the property or defect, or inherit vice therein.
- i. Mover shall not be liable for any loss or damage or delay caused by terrorist activity, including action in hindering or defending against an actual or expected terrorist activity. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. The term "terrorist activity" means any activity which is unlawful under the laws of the United States or any State and which involves any of the following: (1) the hijacking or sabotage of any conveyance (including an aircraft, vessel, cab, truck, van, trailer, container, or vehicle) or warehouse or other building; (2) the seizing or detaining, and threatening to kill, injure, or continue to detain another individual in order to compel a third person (including a governmental organization) to do or abstain from doing any act as an explicit or implicit condition for the release of the individual seized or detained; (3) an assassination; (4) the use of any (A) biological agent, chemical agent, or nuclear weapon or device, or (B) explosive, firearm, or other weapon or dangerous device (other than for mere personal monetary gain), with intent to endanger, directly or indirectly, the safety of one or more individuals or to cause substantial damage to property; or (5) a threat, attempt, or conspiracy to do any of the foregoing.

### 3. PAYMENT OF CHARGES

- a. Shipper shall be liable for any and all charges applicable under Mover's tariffs.
- b. Except in those instances where it may be lawfully authorized to do

so, Mover shall not deliver or relinquish possession at destination of the property covered by this bill of lading until all tariff rates and charges thereon shall have been paid.

- c. Nothing herein shall limit the right of the Mover to require at the time of shipment the prepayment of the charges.

### 4. CLAIMS

- a. All claims must be filed in writing to the Mover within nine (9) months after delivery of the property; or, in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed; and all suits shall be instituted against Mover only within two years and one day from the day when notice in writing is given by the Mover to the claimant that the Mover has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, the Mover hereunder shall not be liable and such claims will not be paid.
- b. Any and all charges applicable in Mover's tariff must be paid in full before claims will be settled.
- c. Mover shall have the right to inspect and repair alleged damaged articles. Damage will be adjusted on the depreciated value of the item based upon the cost to repair or replace with like kind and quality not to exceed the lump sum value declared, whichever is less.
- d. Valuation provisions as declared by Shipper in writing on face hereof shall be Mover's maximum liability. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the Shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.
- e. Mover or party liable on account of loss or damage to any of 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 Mover reimburse the claimant for the premium paid thereon.

### 5. MOVER'S LIEN

- a. If for any reason other than the fault of the Mover, delivery cannot be made at the address shown on the face hereof, or any changed address of which Mover has been notified, Mover, at its option, may cause articles contained in shipment to be stored in a warehouse selected by it at the point of delivery or at other available points, and there held without liability on the part of the Mover, at the cost of the owner, and subject to a lien for all accrued tariff, storage, and other lawful charges.
- b. If a shipment is refused by consignee at destination, or if shipper, consignee, or owner of property fails to receive or claim it within fifteen (15) days after written notice by United States mail addressed to shipper and consignee at post office addresses shown on face hereof, or if shipper refused to pay lawfully applicable charges in accordance with Mover's applicable tariff, **Mover may sell the property** at its option either (a) upon the notice and in the manner authorized by law, or (b) at public auction to the highest bidder for cash at a public sale to be held at a time and place named by Mover, thirty (30) days notice of which sale shall have been published at least once a week for two consecutive weeks in a newspaper of general circulation at or near the place of sale, a notice thereof containing a description of the property as described in the bill of lading, and the names of consignor and consignee. The proceeds of any sale shall be applied toward payment of lawful charges applicable to shipment and toward expenses of notice, advertising, and sale, and of storing, caring for, and maintaining property prior to sale. Any balance shall be paid to the owner of the property sold hereunder.
- c. Any perishable articles contained in said shipment may be sold at public or private sale without such notice, if, in the opinion of the Mover, such action is necessary to prevent deterioration or further deterioration.

### 6. OTHER PROVISIONS:

If this bill of lading is issued on the order of the Shipper, or its agent, in exchange or in substitution for another bill of lading, the Shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election for common law or bill of lading liability, or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in connection with this bill of lading.

Any alteration, addition, or erasure in this bill of lading which shall be made without special notation hereon of the agent of the Mover issuing this bill of lading shall be without effect, and this bill of lading shall be enforceable according to its original tenor.