

Information:

Drawer: Accounts Payable - Invoices

Vendor Number: 1548335

Vendor Name: Gregory M. McVey

Invoice Number: 070918

Invoice Date: 07/09/18

PO Number:

Check Number: E0068216

Check Amount: \$ 1,554.38

Check Date: 07/19/2018

Department ID: 00797

Reviewer Name:

Voucher Number: V0519230

Redaction Type: Other

Document Type: AP Invoice-3 Way/Pre-Approved

Document Below

FILE# 15-18226(2/15)



Service Receipt



A service of **ArcBest**
Reference Number: 5873161178C
Carrier Reference Number: 002604163
Shipment Date: 06/13/2018

	Billed To:

Date	Description	Total
	Shipment of Household Goods 19' Trailer Space	\$1,381.00
06/29/2018	Payment	(\$1,381.00)
	Total Charges:	\$1,381.00
	Total Paid:	(\$1,381.00)
	Amount Due:	\$0.00

Thank you for moving with U-Pack!

P.O. Box 10048
Fort Smith, AR 72917-0048

Credit Card Receipt

Reference ID: 773131818

Page 1 of 2



ArcBest

PO BOX 10048

FORT SMITH, AR 72917-0048

479-785-6000

Approved

Date: 06/29/2018	Time: 07:58:34
Order ID	9275020002604163
Method	VISA
CC Approval	107575
Account	000000
CC Number	*****1730
Expiration Date	10/2020
Amount	\$1,381.00

Thank you for choosing ArcBest:SM:

PO BOX 10048 FORT SMITH, AR 72917-0048
479-785-6000

Payment Options

I authorize **TWO MEN AND A TRUCK** to charge my credit card \$ 691.56

☐ VISA

☐ MasterCard

☐ Discover

Card # _____ Exp _____ CW _____

Driver's License # _____ Phone _____

Billing Address _____ ST/PROV _____

Postal _____

Customer Signature *Christine* Date: 7-1-18

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) Explosives 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, change in temperature, fumigation or deterioration.
- g) Mover shall not be liable for delay caused by highway obstruction or fault, 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 any 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 inherent 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 that 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 ninety (90) days after delivery of the property, or, in case of failure to make delivery, then within ninety days after a reasonable time for delivery has elapsed; and all suits shall be instituted against Mover only within two years 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 laws, 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 of otherwise, or election for common laws 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.

Credit Card Receipt

Reference ID: 773131818

Page 2 of 2



ArcBest

PO BOX 10048

FORT SMITH, AR 72917-0048

479-785-6000

Pronumber	Amount Paid
002604163	\$1,381.00

Thank you for choosing ArcBest:SM:

PO BOX 10048 FORT SMITH, AR 72917-0048

479-785-6000

Leave ramp outside bulkhead wall.
Another will be provided at destination.

Bill of Lading
www.upack.com

UPack
We Drive. You Save.
800-240-7422



002 604 163

Driver signature only acknowledges receipt of freight. Shipment is subject to applicable terms and conditions of Uniform Straight Bill of Lading and ABF's tariffs.



2

314-388-1111 800-275-5789 City Dispatcher

ABF U-Pack Moving Reference Number: 5873161178-B

ABF Orig. Terminal #: 314-869-3100 ABF Dest. Terminal #: 847-697-2923

Origin

Trailer Drop Date: 6/13/2018

Estimated Transit: 2-4 business days

Trailer No: 503475

Driver: Footage _____ **Inits** _____

Pricing Summary for: PERSONAL EFFECTS

Customer: Footage _____ **Inits** _____

Price (based on 17 linear feet in a 28' trailer):		\$1333.00
Adjustment Price per Foot:	+/- \$24.00	
Absolute Maximum charge:	\$1573.00	
Standard Liability Coverage: \$0.10/lb per piece		INCLUDED

Optional services listed below NOT included in above price:

* Storage In-Transit: \$900.00 per trailer per 30 days **FREE/7 days	FREE
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General Instructions: To have the empty trailer delivered or the loaded trailer picked up, contact the ABF origin terminal at 314-869-3100. To arrange delivery, contact the ABF destination terminal at 847-697-2923. ABF will deliver or pick up your trailer on Monday through Friday only. The transit time above does not include day of pickup, weekends, or holidays. For multiple trailer shipments, transit time is computed from the business day following the pickup of the last piece of equipment. Please note that transit times are estimates only. If you need an exact delivery date, call 800-240-7422 for guaranteed delivery options. Guaranteed delivery dates do not apply in the event of inclement weather. Cancellation within one week of move is \$50 or \$150 on the day of move.

1. **ESTIMATED CHARGES:** Shipment charges are based on requested trailer footage based on partial use of one trailer. Customer agrees to pay ABF the price shown above plus the Adjustment Price per Foot for every linear foot of trailer space used (including bulkhead) beyond the Requested Footage. ABF 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 Absolute Minimum Charge of \$1045. The Customer is responsible for entering the footage used on the Bill of Lading. The footage used is subject to inspection by ABF. Length will be rounded to the nearest foot.

2. **PACKING, LOADING, AND UNLOADING:** Customer is responsible for all loading and unloading. The Customer is responsible for packing all personal effects using proper containers and protective padding supplied by the Customer. Customer is responsible for installing the bulkhead, an ABF-supplied wall that separates Customer's goods and other cargo on trailer. The bulkhead is not designed to withstand the entire weight of your belongings if the load shifts in transit. The maximum weight allowed on the trailer is 825 lbs per linear foot. Shipments exceeding this weight limit

will be subject to additional charges.

3. **PAYMENT TERMS:** a) Transportation Only: ABF will accept payment with VISA, MasterCard, American Express, or Discover. Credit card payment will be charged while shipment is in transit. Additional charges for services provided at destination will be applied to the credit card on file. Shipment will not be released at destination until payment in full has been made. b) Transportation & Storage In-Transit: Optional storage in-transit requires credit card payment. Transportation and one month's storage fees will be charged to credit card while shipment is in transit. Subsequent storage fees will be charged to the credit card on file.

4. **LIMITED CARGO LIABILITY:** Since the customer is responsible for loading and unloading of the goods, liability coverage only applies to damage caused by ABF negligence. In the event of damage caused by ABF's negligence, ABF's liability shall be limited to \$0.10 per pound per item damaged ("Standard Coverage"). Coverage in addition to the Standard Coverage is available and can be purchased by contacting ABF prior to the drop date. The Standard Coverage, or any additional coverage purchased is liability coverage for carrier negligence, not insurance for your goods. In the event of cargo damage caused by one of the following catastrophic events: trailer fire, vehicle collision, vehicle overturn or complete trailer theft; ABF includes coverage of \$3.00 per pound per piece with a maximum liability of \$60,000 per trailer. ABF does not provide insurance for your goods. ABF assumes the liability of a common carrier, subject to the provisions of 49 U.S.C. 14706.

5. **EQUIPMENT DETENTION FEES:** If Customer is unable to take immediate delivery of the shipment, ABF will hold the shipment at the destination terminal up to 2 business days for free. Unless storage in-transit is prearranged (see Storage In-Transit section), subsequent days will be subject to detention fees of \$50/day per trailer. Customer is given 3 business days at the origin and destination locations to load/unload the trailer. If Customer exceeds this allotted time, a fee of \$50/day per trailer will be assessed. If ABF and Customer have agreed to a live load/unload, additional fees will apply if Customer exceeds the allotted time.

6. **OPTIONAL EQUIPMENT:** A ramp will be available at most locations and will be delivered with the ABF trailer. The maximum weight limit for the ramp is 1,000 lbs. Customer is responsible for contacting terminal when loading/unloading is complete. The ramp must fit within the trailer and must be loaded outside the bulkhead wall when returned to the servicing ABF terminal. The ramp does not travel with your shipment. Additional charges will apply if the ramp travels with your shipment to destination because of being loaded inside the bulkhead. If ramp is not returned to ABF, replacement charges of up to \$1,000 will be applicable.

7. **ADDITIONAL CHARGES:** The charges herein are based on the specifics outlined within this Bill of Lading. The charges are subject to change upon alteration of this schedule, including but not limited to: 1) Change in drop date; 2) Change in origin or destination city/ZIP code; 3) Parking fees, fines, or container tow; 4) Equipment Detention Fees; 5) Untimely return of ramp to local terminal; 6) Gypsy Moth Quarantine (California); 7) Customs delay; 8) Redelivery Charges of \$150 per redelivery attempt; per trailer 9) Trash or boxes left in trailer; 10) Guaranteed Service.

8. **TRAILER PARKING:** An ABF 28-foot commercial trailer will be dropped at Customer's sole risk at the origin location and the destination location. Customer agrees that ABF shall have no liability for any damage to real property or improvements arising out of the placement or removal of any equipment. It is Customer's responsibility to obtain permission for the placement of the trailer at the origin location and the destination location. Customer will be responsible for any subsequent parking charges, violations, towing, or real or personal property damage.

9. **STORAGE IN TRANSIT:** Subject to availability, if Customer is unable to take immediate possession of the shipment, ABF will store the shipment at a cost of \$900.00 per trailer per 30 days. Storage fees will not be pro-rated. Customer shall not have access to equipment for the purpose of storing and removing their shipment on a self-service basis. During time of storage, ABF, carriers, and service providers will be liable for the personal effects to the same extent as during their interstate transportation. Basic Service Coverage applies during storage-in-transit status.

10. **HAZARDOUS MATERIALS AND COMMODITIES OTHER THAN HOUSEHOLD GOODS:** Customer agrees not to include hazardous materials of any type (including but not limited to petroleum products, compressed gases, corrosives, explosives, and flammables) in the shipment. Propane tanks may not be shipped under any circumstances -- full or empty. Hazardous material violations could result in additional charges from local, state, and federal fines, as well as but not limited to, loss or damage to property and personal injury.

11. **LIABILITY:** Customer agrees to indemnify, defend and hold ABF harmless against any and all claims for loss, expense, liability, injury or damage arising out of or in connection with the performance by Customer, its agents or contractors of this shipment. ABF shall not be liable and hereby disclaims responsibility for any indirect, incidental or consequential damages, special, punitive, multiplied or other indirect costs, lost profits, fees, or charges of any kind arising from any claims filed hereunder, or any other acts, including delays or omissions of ABF, whether foreseeable, disclosed or not.

12. ASSUMPTION OF RISK: Customer assumes all risks and liability arising from the use and operation of EQUIPMENT and understands that such EQUIPMENT can cause injury or death to Customer or others. Customer assumes full responsibility for and agrees to indemnify, defend and hold harmless ABF from any and all loss, liability, damage and expense in connection with the use or operation of such equipment.

13. NO WARRANTY: ABF does not make, has 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 customer. Without limiting the foregoing, ABF shall have no responsibility or liability to customer or any other person with respect to the following, regardless of any negligence of ABF: (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.

14. APPLICABLE LAW: Customer acknowledges that ABF is a general commodity carrier and that this shipment will be subject only to the laws and regulations governing commodity carriage. This shipment shall be subject only to Federal laws and statutes. No state laws or statutes shall apply.

By signing below, Customer agrees to the terms and conditions herein, ABF notes attached to this Bill of Lading, the rules and special service charges in ABF 111 series and the terms and conditions in the Uniform Straight Bill of Lading (UBL) as published in the National Motor Freight Classification in effect on the date of this Bill of Lading. To the extent that language contained in this Bill of Lading/Price Quote is inconsistent with the rules and special service charges in ABF 111 series or the terms and conditions of the UBL, the terms and conditions herein shall prevail. Driver signature only acknowledges receipt of freight.

Straight Bill of Lading - Original - Page 2

Customer
Designated Agent

Date

Driver:

Signed:

ABF U-Pack Moving
3801 Old Greenwood Road
Fort Smith, AR 72903

Gregory McVey Moving Expenses

Trailer Space – MO to IL	\$1381.00
Moving Labor in IL	\$ 691.50
Overall Total Charges	\$2072.50
75% Pay per policy 15-60	\$1554.38