

STATEMENT OF CUSTOMER RESPONSIBILITIES

- Atlas will not accept perishable articles (including houseplants). The customer should not include jewelry (other than costume); coins, currency or any other negotiable paper (stock certificates, bonds, notes); important papers (deeds, titles, bank books, tax & similar documents); collections (stamps, baseball cards); or any other item of high value in the customer's shipment due to the value of these items. If a customer chooses to ship any of these items with Atlas, contrary to this advice, the customer understands that the customer is responsible for notifying Atlas of the items to be shipped in order that Atlas may take the necessary precautions for them. In the unlikely event of a loss, the customer further understands that the customer will be responsible for establishing that these items were in the customer's shipment in order to be able to recover for them.
- All hand guns and ammunition, flammable items (aerosol cans, propane tanks), medicines, paints, cleaning supplies or other liquids that may spill must be transported by the customer. The customer should not include any of these items in cartons that the customer packs.
- Prior to the arrival of the packers, the customer should place all items not to be packed or transported in a designated area, such as a closet. These items should be marked not for transport and be brought to the attention of the packers.
- Before the packers arrive, the customer should check all dresser drawers to be sure nothing valuable or breakable is left in them. Items left in drawers may be transported as is.
- The customer must remove items from crawl spaces and attics without floors.
- The customer or representative must be present during completion of the inventory and sign off as each individual sheet is completed.
- It is the customer's responsibility to acknowledge any damaged or missing items at the time of delivery. Atlas encourages the customer to "check off" the items on the Customer Check-Off Sheet as they are delivered noting any damages or missing items. These notations are required if the shipment has damaged and/or missing items and is delivering to a non-Atlas storage facility.
- Any item that is permanently affixed to a wall or a ceiling that is to be transported must be removed by the customer, unless authorization has been obtained for this service to be performed by a third party specialist.
- It is the responsibility of the customer to disassemble and reassemble ready-to-assemble furniture made of particle board material (bookcases, entertainment centers, etc.) due to the method of construction and fragile nature of the materials.
- Computers and electronics need to be made ready for transport, including back-up of hard drive, by the customer.
- If a vehicle or boat is being moved, the gas tank must be no more than one-quarter full. It is also the customer's responsibility to remove all personal items and valuables from the vehicle or boat.
- Lawn mowers and other gasoline engines must be emptied of oil and gas. Also, the customer must wash out gas cans that are being transported to avoid fumes.
- Trash cans must be cleaned by the customer.

Information received - Please check those that apply.

- High Value Inventory (on attached page)
- Your Rights and Responsibilities When You Move* Booklet
- Personal business card of the survey origin agency coordinator

Don't Move Gypsy Moth and Gypsy Moth Advisory

Let Atlas Take You Home Kit

NOTE:

The Atlas Dispute Settlement Program for Household Goods Shippers is on the reverse of this form.

I have discussed the "Customer Responsibilities" listed above with the Atlas agency representative and understand each of the statements and what is expected and required of me to prepare my shipment for transportation. I have received the literature/forms marked.

Customer's Representative Signature: _____ Date: _____

THE ATLAS DISPUTE SETTLEMENT PROGRAM FOR HOUSEHOLD GOODS SHIPPERS

The American Moving & Storage Association (AMSA) is a national trade association that represents carriers and agents in the household goods moving industry. AMSA sponsors this program so that its members, including Atlas Van Lines, Inc. (Atlas), can offer you a fair and effective way to resolve disputes that may arise over loss and damage claims on household goods shipments.

The arbitration procedures provided under this program have been developed by the AMSA as a less costly alternative to the court system in settling disputes involving loss and damage claims that may occur during your move. This program was initially approved by the Interstate Commerce Commission in 1981 on a voluntary basis and Atlas has offered this program since its inception. In the years since 1981, even with voluntary participation, the AMSA program became so successful at resolving disputes that, beginning in 1996, participation in a dispute settlement program such as this one is mandatory for household goods carriers.

Under this program, Atlas has agreed, under the special circumstances that are described, to offer shippers neutral arbitration as a means of settling disputes that may arise concerning loss or damage to their household goods shipments. To maintain a fair and neutral position, this program is administered by the National Arbitration Foundation (NAF). The NAF is a completely independent, nongovernmental organization that is not affiliated with the AMSA, Atlas or any household goods carrier. The NAF has been recognized as an independent arbitration authority in this country. It is a public service, non-profit organization with offices nationwide, dedicated exclusively to the resolution of disputes of all kinds.

Please read this information carefully. It explains what arbitration is and how the AMSA program works.

WHEN IS ARBITRATION APPROPRIATE?

Disputes eligible for arbitration are unresolved claims that may occur as a result of loss or damage to an interstate shipment of household goods for an individual householder (also referred to as a C.O.D. shipper). In accordance with Federal law and the terms of your Bill of Lading contract, a claim for loss or damage must be filed with your mover within nine months of delivery. The carrier must acknowledge your claim within 30 days of receipt, and within 120 days must either deny or make an offer in settlement of your claim. If you (the shipper) and your mover (the carrier) cannot resolve a dispute with your claim, typically involving the amount of the settlement offer, you may request arbitration procedures be used to resolve the claim. Before arbitration can begin however, you must be sure that you have exhausted your remedies through the mover's claims process and that the mover has made its final offer.

WHAT ARE THE LEGAL EFFECTS OF THE PROGRAM?

Congress provides guidelines for the dispute settlement program in Section 14708 of Title 49, United States Code, under the authority of the Department of Transportation, that determine the legal effects on shippers and carriers. These guidelines are reflected in the program's rules. You should carefully consider the legal effects of the following provisions before you decide to use the program:

First, arbitration under this program is optional and voluntary for the shipper, but not always so for the carrier. If a shipper requests arbitration of a disputed claim, a carrier may refuse to go to arbitration if the value of the loss and damage claim is over \$5000. Shipper requests for arbitration on claims of \$5000 or less must be honored by the carrier by law. Once both the shipper and the carrier have signed the official forms and committed the dispute to NAF for resolution, a neutral NAF arbitrator renders a final decision.

Second, if you choose to go to court and you prevail in the court action, you will be awarded reasonable attorney's fees only if:

- (a) Your original loss and damage claim was submitted to the carrier within 120 days after the date the shipment was delivered, or the date delivery was scheduled, whichever was later, and
- (b) A decision resolving the dispute was not rendered through arbitration within the time period established by the arbitrator for resolution of the dispute; or the court proceeding is to enforce a decision already rendered through arbitration that is instituted after the period for the performance of such decision has elapsed.

Finally, to discourage shippers from filing non-meritorious claims in court, the statute provides that the mover may be awarded reasonable attorney's fees if the shipper brings such court action in "bad faith" either:

- (a) After the resolution of a dispute through the arbitration program; or
- (b) After the shipper has instituted an arbitration proceeding but before the period for the resolution of the dispute as established by the arbitrator has ended; or before a decision resolving the dispute is rendered.

WHAT CAN AN ARBITRATOR AWARD AND WHAT IS THE LEGAL STATUS OF THAT DECISION?

The arbitrator may grant any remedy or relief the arbitrator believes is just and appropriate within the scope of the agreement between the parties and within the rules of the program. In general, the amount of any award may not exceed the carrier's liability under the bill of lading. In reaching a decision, the arbitrator considers the applicable law and the provisions of the tariff, as well as applicable practices of the moving industry. Under the rules of the program, the arbitrator does not have jurisdiction to consider claims for consequential or incidental damages, mental anguish, loss of wages, punitive damages, alleged fraud, violations of the law or any claim that cannot be arbitrated under the law, such as allegations of criminal activity.

The arbitrator's decision is legally binding on both parties and can be enforced in any court having jurisdiction over the dispute. Under the rules of the program, there is a limited right to appeal the arbitrator's decision; however, courts will not usually revise findings of fact or law in a binding arbitration award.

HOW MUCH DOES ARBITRATION COST?

The NAF currently charges an administrative filing fee of \$400.00 to conduct the standard "desk arbitration" procedures. As the shipper instituting the arbitration proceeding, you will be asked to pay \$200.00, or half the cost of the proceeding, when you return the completed arbitration forms to NAF, unless a different amount is otherwise agreed to by both parties. In reaching a final decision, the arbitrator may determine which party will pay the cost or a portion of the cost of instituting the proceeding. In other words, the arbitrator may decide to refund all or a portion of the initial fee, depending on the circumstances of your dispute.

HOW DO I REQUEST ARBITRATION?

You may request arbitration by writing to the American Moving & Storage Association, Attention: Dispute Settlement Program, 1611 Duke Street, Alexandria, VA 22314. Your letter of notification to the AMSA must be sent within 60 days after a final offer or a denial of your claim has been made to you in writing by the carrier.

Along with your name, address and telephone number, the following information should be included in your letter to AMSA: the name of the carrier and the identification number of the shipment, any assigned loss and damage claim number, the name the shipment moved under, the dates and location of pickup and delivery, and the monetary value of the loss and damage claim involved. Documents supporting your position on the claim should not be sent at this time, but kept for use later when the actual arbitration forms are submitted to NAF.

After it receives this information, the AMSA will promptly notify the carrier of your request for arbitration and, if the dispute falls within the program guidelines, forward to you the required forms and program rules. You will then have 15 days to complete the forms and return them to NAF, along with your portion of the \$400 filing fee. Then the carrier submits its documentation and its portion of the filing fee and the arbitration process begins. Most decisions are made by the arbitrator within 60 days of receiving all the necessary forms and documents.

The carrier may also suggest arbitration of a dispute. If you agree, it will provide you with the necessary information to proceed.

If you would like to receive more information on the Dispute Settlement Program, you may write to the AMSA at the address shown previously and request a copy of the program rules and sample forms.

ATLAS CUSTOMER COMPLAINT AND INQUIRY HANDLING PROCEDURES

Atlas Van Lines handles customer complaints and inquiries in two ways. First, you may contact either the origin agent or the destination agent identified on your bill of lading in writing or by telephone. These agents may provide you with a toll free number. If not, you would pay for the call. Second, you may write Atlas' corporate office at the following address or call Atlas' corporate office directly on the following numbers:

Address:
PO Box 509
Evansville, IN 47703
Attn: Customer Service

Telephone:
800-252-8885 (toll free - Atlas pays for the call)
or 812-424-2222 (you pay for the call)

The corporate office and agent personnel responsible for customer complaints and inquiries will take your complaint or inquiry and, depending upon the complaint or inquiry, will either respond to it immediately (if by telephone) or will attempt to provide either a telephonic or written response at the number or address that you furnish them.

To expedite response to any inquiry, please have your shipment registration number available. This number is found in the upper right hand corner of your Atlas bill of lading.