

# **HOUSEHOLD GOODS**

- 1. Policy for Shipping Household Goods and Privately owned Automobiles**
- 2. Instructions for Shipping Household Goods and Privately owned Automobiles**
- 3. CSXT Release, Indemnification and Hold Harmless Agreements**

## **CSXT Intermodal Policy: Household Goods and Privately Owned Automobiles.**

Household goods are defined under the ICC Termination Act of 1995 as:

*personal effects and property used or to be used in a dwelling, when a part of the equipment or supply of such dwelling, and similar property if the transportation of such effect or property is*

- A. arranged and paid for by the householder, except such term does not include property moving from a factory or store, other than property that the householder has purchased with intent to use in his or her dwelling and is transported at the request of, and the transportation charges are paid to the carrier, by the householder or*
- B. arranged and paid for by another party.*

Privately Owned Automobiles are defined as

*A passenger vehicle, not for resale, arranged and paid for by the owner.*

CSXT does not normally arrange for the intermodal shipment of household goods or privately owned automobiles. Prior to deregulation, special licensing was required to carry household goods. Even today, the shipment of household goods is subject to higher standards and special protective services.

Household goods and privately owned automobiles are accepted for shipment only under an SPQ or specially arranged Price Authority.

In addition, shippers must sign a Release, Indemnification and Hold

Harmless Agreement in favor of CSXT Intermodal for each commodity to be shipped which specifies: the limits of CSXT Intermodal's liability for loss or damage; the reduced valuation of shipments to \$1.25 per pound; and the limited services performed by CSXT Intermodal.

The standard Release, Indemnification and Hold Harmless Agreement is effective for one year from the date of execution.

## **Instructions for Household Goods**

1. Prior to accepting Household Goods and/or privately owned automobiles for shipment the indemnification Agreement must be executed for each even if there are being shipped together.
2. All shipping papers including, but not limited to waybill and shipping instructions, must clearly identify the products with the appropriate STCC code, commodity description and the additional notation clearly marked "HOUSEHOLD GOODS." For questions regarding the appropriate STCC code contact the CSXT Intermodal Pricing Department at 904-633 -1133
3. Household Goods can ship **SPQ only** no FAK.
4. Special instructions for automobiles: Motor vehicles must be prepared and loaded in accordance with AAR standards and Hazmat regulations.
5. All hazardous fluids must be removed prior to shipping.
6. Copy of executed agreements to CSXT Intermodal Law Department.

Updated August 30, 2007

Shipper Initial \_\_\_\_\_

Updated June 25, 2010

Shipper Initial \_\_\_\_\_

## Indemnification and Hold Harmless Agreement

### For Transportation of Household Goods

This Release, Indemnification and Hold Harmless Agreement is effective as of \_\_\_\_\_ 20\_\_ and continuing for one year, in favor of CSX Transportation, Inc. (“CSXT”), with offices at 301 W. Bay Street, Jacksonville, Florida 32202, executed by \_\_\_\_\_ (“Shipper”), with offices at \_\_\_\_\_.

### RECITALS

WHEREAS, CSXT does not normally arrange intermodal transportation for Household Goods

and provides no special services for the protection of Household Goods in transit, and

WHEREAS, Shipper has requested CSXT to arrange intermodal transportation services for certain movements of Household Goods in trailers and containers from Ramp to Ramp only, and

WHEREAS, CSXT has agreed to accept these shipments for intermodal transportation, and

WHEREAS, Shipper understands and agrees that CSXT will not provide any special services for the protection of Household Goods during transit,

NOW THEREFORE, in consideration of CSXT’s agreement to provide transportation services for Household Goods tendered by Shipper, Shipper agrees to be legally bound by the following terms and conditions:

1. The above Recitals are incorporated herein by this reference.
2. Shipper shall identify the commodity as Household Goods when completing bills of lading and when requesting routing and pricing information. Household Goods shall not be tendered for shipment as FAK.
3. Shipper shall pay the rates set forth by SPQs issued by CSXT as specified in the current Intermodal Service Directory #1, as amended.
4. Shipper shall abide by all the terms and conditions set forth in the current Intermodal Service Directory #1, as amended.
5. Except when caused by the sole negligence of CSXT, its affiliates, employees, agents, and contractors (the “Released Parties”), (including damage or loss caused by derailment), Shipper hereby agrees to release, indemnify, and hold harmless, and at CSXT’s request to defend the Released Parties, from and against any and all liability, loss, damage, and expense, including but not limited to attorney’s fees, judgments, or settlements, arising out of claims, suits or causes of action for damage to property or injury or death of persons, arising out of or in connection with the performance of transportation services for Household Goods hereunder.
6. Shipper agrees to accept a released valuation of one dollar and twenty-five cents (\$1.25) per pound for remaining claims made for the shipments tendered hereunder, subject to proof of value thereof.
7. Either party may cancel this Agreement by giving the other party 30 days written notice.

IN WITNESS WHEREOF, the CSXI and Shipper have executed this Release, Indemnification and Hold Harmless Agreement by their duly authorized officers signed below.

**CSXT:**  
**CSX TRANSPORTATION, INC.,**

By: \_\_\_\_\_  
(print name)

Name: \_\_\_\_\_  
(signature)

Title: \_\_\_\_\_  
(print title)

Date: \_\_\_\_\_

**SHIPPER:**  
**COMPANY:**

By: \_\_\_\_\_  
(print name)

Name: \_\_\_\_\_  
(signature)

Title: \_\_\_\_\_  
(print title)

Date: \_\_\_\_\_

RETURN EXECUTED ORIGINAL TO:

CSX TRANSPORTATION, INC.  
INTERMODAL LAW DEPARTMENT  
AT&T TOWER  
301 W. BAY ST.  
JACKSONVILLE, FL 32222-4434

**Indemnification and Hold Harmless Agreement  
For Transportation of Privately Owned Motor Vehicles**

This Release, Indemnification and Hold Harmless Agreement is effective as of \_\_\_\_\_, 20\_\_ and continuing for one year, in favor of CSX Transportation, Inc. (“CSXT”), with offices at 301 W. Bay Street, Jacksonville, Florida 32202, executed by \_\_\_\_\_ (“Shipper”), with offices at \_\_\_\_\_.

**RECITALS**

WHEREAS, CSXT does not normally arrange intermodal transportation for privately owned motor vehicles, passenger or freight, and provides no special services for the protection of such privately owned motor vehicles in transit, and

WHEREAS, Shipper has requested CSXT to arrange intermodal transportation services for certain movements of privately owned motor vehicles in trailers and containers from Ramp to Ramp only, and

WHEREAS, CSXT has agreed to accept these shipments for intermodal transportation, and

WHEREAS, Shipper understands and agrees that CSXT will not provide any special services for the protection of privately owned motor vehicles during transit,

NOW THEREFORE, in consideration of CSXT’s agreement to provide intermodal transportation services for privately owned motor vehicles tendered by Shipper, Shipper agrees to be legally bound by the following terms and conditions:

8. The above Recitals are incorporated herein by this reference.
9. Shipper shall identify the commodity as privately owned motor vehicles when completing bills of lading and when requesting routing and pricing information. Privately owned motor vehicles shall not be tendered for shipment as FAK.
10. Shipper shall pay the rates set forth by SPQs issued by CSXT as specified in the current Intermodal Service Directory #1, as may be amended from time to time.
11. Shipper shall abide by all the terms and conditions set forth in the current Intermodal Service Directory #1, as may amended from time to time.
12. Shipper agrees to take appropriate steps to ensure that Motor vehicles will be loaded in accordance with AAR standards and Hazmat regulations.
13. Except when caused by the sole negligence of CSXT, its affiliates, employees, agents, and contractors (the “Released Parties”), (including damage or loss caused by derailment), Shipper hereby agrees to release, indemnify, and hold harmless, and at CSXT’s request to defend the Released Parties, from and against any and all liability, loss, damage, and expense, including but not limited to attorney’s fees, judgments, or settlements, arising out of claims, suits or causes of action for damage to property or injury or death of persons, arising out of or in connection with the performance of transportation services for Privately owned motor vehicles hereunder.
14. Shipper agrees to accept a released valuation of one dollar and twenty-five cents (\$1.25) per pound for remaining claims made for the shipments tendered hereunder, subject to proof of value thereof.
15. Either party may cancel this Agreement by giving the other party 30 days written notice.

IN WITNESS WHEREOF, the CSXT and Shipper have executed this Release, Indemnification and Hold Harmless Agreement by their duly authorized officers signed below.

**CSXT:**  
**CSX TRANSPORTATION, INC.,**

By: \_\_\_\_\_  
(print name)

Name: \_\_\_\_\_  
(signature)

Title: \_\_\_\_\_  
(print title)

Date: \_\_\_\_\_

**SHIPPER:**  
**COMPANY:**

By: \_\_\_\_\_  
(print name)

Name: \_\_\_\_\_  
(signature)

Title: \_\_\_\_\_  
(print title)

Date: \_\_\_\_\_

RETURN EXECUTED ORIGINAL TO:

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