

INDIVIDUAL SHIPPER'S NOTICE OF INTERSTATE MOVING AND RELOCATION GROUP INC ARBITRATION PROGRAM

INTRODUCTION

The arbitration procedures provided under this program have been developed by the American Moving and Storage Association (AMSA) and the National Arbitration Forum (the Forum) as a less costly alternative to the court system in setting disputes involving loss or damage claims.

Please review the information in this brochure carefully; it explains your options and procedures under the arbitration program between you, the individual shipper and Interstate Moving and Relocation Group, the household goods broker. This brochure ALSO explains your rights and remedies under Federal law between you, the individual shipper and the Household Goods Motor Carrier that provided transportation services moving your household goods.

IT IS IMPORTANT TO REMEMBER: Interstate Moving and Relocation Group INC. ("BIMS"), is not a motor carrier authorized by the Federal Government to transport your, the individual shipper's, household goods, and BIMS is only arranging for an authorized household goods motor carrier to perform the transportation services, and if applicable, any additional services such as but not limited to: (i) Binding and nonbinding estimates. (ii) Inventorying. (iii) Protective packing and unpacking of individual items at personal residences. Or (iv) Loading and unloading at personal residences.

If a dispute arises between you, the individual shipper, and BIMS, the household goods broker, ONLY Interstate Moving and Relocation Group INC., in its sole discretion, may request arbitration of a claim dispute.

If a dispute arises between you, the individual shipper, and the Household Goods Motor Carrier you may request arbitration of a claim dispute by following the instruction in the section titled: XXXXXXXXXXXX.

Further, if you have make an arbitration request through the American Moving and Storage Association and receive an official "Submission to Arbitration and Questionnaire Forms", you complete the forms and submit a claim dispute to the Forum for resolution within 20 working days after the date of the transmittal letter. Complete and return three (3) copies of the forms and other supporting documentation, along with your portion of the administrative fee for instituting the arbitration proceeding against the Household Goods Carrier (unless a different payment arrangement has been previously agreed to), to:

BROCHURE CONTENTS

- Questions and Answers explaining the program options.
- Arbitration Procedures Timeline that is followed by an individual shipper, the Household Goods Carrier, and Interstate Moving and Relocation Group INC. during the applicable arbitration process.
- AMSA Dispute Settlement Program Rules that apply pursuant to the governing provisions of Federal law and the U. S. Department of Transportation.
- Sample Forms used to submit a claim dispute between you, the individual shipper, and the Household Goods Motor Carrier to the Forum. Interstate Moving and Relocation Group INC.. (“BIMS”), is not a motor carrier authorized by the Federal Government to transport your, the individual shipper’s, household goods, and BIMS is only arranging for an authorized household goods motor carrier to perform the transportation services, and if applicable, any additional services such as but not limited to: (i) Binding and nonbinding estimates. (ii) Inventorying. (iii) Protective packing and unpacking of individual items at personal residences. Or (iv) Loading and unloading at personal residences.

INDIVIDUAL SHIPPER’S NOTICE Interstate Moving and Relocation Group INC. ARBITRATION PROGRAM

QUESTIONS AND ANSWERS 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 shipper. Claim disputes involving other types of interstate shipments (such as a claim between you and BIMS) may be arbitrated under the program only if BIMS chooses to do so.

DISPUTE BETWEEN YOU AND YOUR HOUSEHOLD GOODS CARRIER 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 Household Goods Motor Carrier (“Carrier”) within nine months of delivery. The Carrier must acknowledge your claim within 30 days of receipt and within 120 days must pay, deny, make a settlement offer or advise you of the status of the claim and the reason for any delay in disposition. If you (the individual shipper) and your Carrier cannot resolve a dispute with your claim, typically involving the amount of the settlement offer, you may request that arbitration procedures be used to resolve the claim.

DISPUTE BETWEEN YOU AND BIMS In accordance with the terms of your Broker-Shipper Agreement between you and BIMS, if any claim or dispute arises between said parties, BIMS may request that arbitration procedures be used to resolve the claim. BIMS has the sole option of compelling arbitration of any claim or dispute.

WHO ADMINISTERS THE ACTUAL ARBITRATION PROCEDURES?

DISPUTE BETWEEN YOU AND YOUR HOUSEHOLD GOODS CARRIER To insure a fair and neutral resolution of all disputes, the National Arbitration Forum (the Forum), an independent, non-governmental organization that is not affiliated with either the American Moving and Storage Association or any household goods carrier, administers this program. The Forum is one of the world's largest neutral administrators of arbitration and mediation services, with a select panel of former judges, law professors and experienced senior attorneys providing dispute resolution worldwide.

DISPUTE BETWEEN YOU AND BIMS To insure a fair and neutral resolution of all disputes, the Transportation ADR Council, Inc., an independent, non-governmental organization that is affiliated with the Transportation Lawyers Association (“TLA”). The TLA created the Transportation ADR Council, Inc., who administers this arbitration program. The program rules mandate that both parties and the arbitrator have a duty to make prompt disclosure to the Administrator of any fact or circumstance which would reasonably call into question the neutrality or impartiality of the arbitrator. The arbitrators consist of experienced senior attorneys engaged in the practice of transportation law for a minimum of ten (10) years and certified by the American Arbitration Association, a local bar association or any court.

WHAT ARE THE LEGAL EFFECTS OF THE PROGRAM?

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Congress provides guidelines in 49 USCS § 14708 and 49 CFR § 375.211 under the authority of the Department of Transportation. These guidelines are reflected in the program 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 loss or damage claim over \$5000.00, the disputed claim will be submitted to arbitration only if both the shipper and the carrier consent to binding arbitration. The carrier must submit shipper requests for arbitration on disputed claims of \$5000 or less to binding arbitration if a settlement cannot be reached.

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INDIVIDUAL SHIPPER’S NOTICE OF INTERSTATE MOVING AND RELOCATION GROUP ARBITRATION PROGRAM

Once both the shipper and the carrier have signed the official forms and submitted the dispute to the Forum for resolution, a neutral Forum arbitrator renders a final binding decision.

Second, you may be entitled to reasonable attorney's fees if you prevail in a court action that is instituted after the arbitration process has begun, 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.

DISPUTE BETWEEN YOU AND BIMS In accordance with the terms of your Broker-Shipper Agreement between you and BIMS, any claim submitted for arbitration under this program is optional and voluntary for BIMS. All claims for arbitration under the Broker-Shipper Agreement must be brought in the party's individual capacity and not as a plaintiff or class member in any purported class, collective action, or representative proceeding. The arbitrator may not consolidate the claims, and may not otherwise preside over any form of a representative or class proceeding. Judgment upon any Arbitration award determination may be entered in any court of any state or county or application may be made to such court through judicial acceptance of the award or determination and on order of enforcement, as the law of the jurisdiction may require or allow. The Arbitration award determination shall be final and no appeal shall be taken by either party. The costs of any such Arbitration shall be borne equally by the BROKER and the INDIVIDUAL SHIPPER.

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

The arbitrator may grant any remedy or relief the arbitrator feels is just and appropriate within the scope of the agreement between the parties and within the rules of the program.

DISPUTE BETWEEN YOU AND YOUR HOUSEHOLD GOODS CARRIER 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 only has jurisdiction to consider claims for loss or damage to the household goods transported, or such other disputes arising out of the transportation of the household goods that are mutually agreed upon, in writing, by both the shipper and the carrier. The arbitrator has no jurisdiction to consider any other claims, including, but not limited to: consequential or incidental damages, mental anguish, loss of wages, punitive damages, alleged fraud, violations of law or any claim that cannot be arbitrated under 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.

DISPUTE BETWEEN YOU AND BIMS The arbitrator may grant any remedy or relief

the arbitrator feels is just and appropriate within the scope of the agreement between the parties and within the rules of the program. All

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INDIVIDUAL SHIPPER’S NOTICE OF INTERSTATE MOVING AND RELOCATION GROUP ARBITRATION PROGRAM

claims for arbitration arising from disputes under the Broker-Shipper Agreement must be brought in the party’s individual capacity and not as a plaintiff or class member in any purported class, collective action, or representative proceeding. The arbitrator may not consolidate the claims, and may not otherwise preside over any form of a representative or class proceeding. Judgment upon any Arbitration award determination may be entered in any court of any state or county or application may be made to such court through judicial acceptance of the award or determination and on order of enforcement, as the law of the jurisdiction may require or allow. The Arbitration award determination shall be final and no appeal shall be taken by either party. The costs of any such Arbitration shall be borne equally by the BROKER and the INDIVIDUAL SHIPPER.

HOW MUCH DOES ARBITRATION COST?

DISPUTE BETWEEN YOU AND YOUR HOUSEHOLD GOODS CARRIER The Forum currently charges a fee of \$450.00 to initiate a standard "document arbitration" case for claims up to \$10,000; refer to the fee schedule in Rule 8 for the applicable fees for larger claims. As the party instituting the arbitration proceeding, you will be asked to pay half the cost of the proceeding, unless both parties have previously agreed to a different amount, when you return the completed arbitration forms to the Forum. 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, a portion or none of your initial fee, depending on the circumstances of your dispute.

DISPUTE BETWEEN YOU AND BIMS The Transportation ADR Council, Inc., currently charges a fee of \$200 for a standard "written submission arbitration" case and

\$250 for a "written submission arbitration" case plus a conference call. If an evidentiary hearing is necessary, an additional fee of \$300 is required. A supplemental charge of \$50 for each additional unrepresented party or additional separately-represented party in excess of two parties will apply. Long distance telephone, fax charges and incidental costs incurred by the Administrator shall be billed to the parties as additional costs. The cost of the call in the conference call format will be submitted as an incidental cost. The arbitrator's fee and costs are \$500.00 minimum for one-half day (4 hours) or for written submission; full day (8 hours) - \$1,000.00; a prorated rate for time in excess of half or full days, or for time expended in conference calls; and includes costs associated with travel, meal and lodging costs, if any, incurred by the arbitrator.

Per the Broker-Shipper Agreement, the costs of any such Arbitration or ADR shall be borne equally by the BROKER and the INDIVIDUAL SHIPPER. Each party's portion of the administrative costs are non-refundable and must be pre-paid. A minimum advance of \$500 for the arbitrator's fee must be pre-paid. If the arbitration does not occur, the \$500 deposit will be refunded. Depending upon the anticipated length of the arbitration, the Administrator reserves the right to require a deposit for the arbitrator's fee in excess of \$500. At the discretion of the Administrator, the parties may be required to agree in advance to an arbitration procedure with respect to the payment of arbitration fees and administrative costs. Following the arbitration, the arbitrator will advise the Administrator of his or her time and charges. The Administrator will promptly issue a statement and, upon receipt of payment, the Administrator will promptly pay the arbitrator.

HOW DO I REQUEST ARBITRATION?

DISPUTE BETWEEN YOU AND YOUR HOUSEHOLD GOODS CARRIER You may request arbitration by writing to the American Moving and Storage Association, Attention: Dispute Settlement Program, 1611 Duke Street, Alexandria, VA 22314-3482. 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. Your letter to AMSA may also be sent by fax to (703) 683-7524.

Along with your name, address and telephone number, the following information should be included In your letter of notification to AMSA:

1. The name of the carrier and the Identification number of the shipment;

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INDIVIDUAL SHIPPER'S NOTICE OF INTERSTATE MOVING AND RELOCATION GROUP ARBITRATION PROGRAM

2. Any assigned loss and damage claim number;
3. Name the shipment moved under;
4. Dates and locations of pickup and delivery; and
5. 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 the Forum.

Upon receipt of 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 20 working days after the date the forms are transmitted to you to complete the forms and return them to the Forum, along with your portion of the administrative fee. Then the carrier submits its documentation and its portion of the administrative fee and the arbitration process begins. The arbitrator makes most decisions within 30 days of receiving all the necessary forms and documents.

DISPUTE BETWEEN YOU AND BIMS Only BIMS, in its sole discretion, may request arbitration of a claim dispute.

TIMELINE FOR ARBITRATION PROCEDURES DISPUTE BETWEEN YOU AND YOUR HOUSEHOLD GOODS CARRIER

1. Prior to shipment, the carrier will provide the shipper with information about the availability of arbitration procedures for loss and damage claims disputes.
2. If a dispute arises on a claim after the claims adjusting process has been completed with the carrier, a shipper may request arbitration by sending a notice to AMSA identifying the claim. The request must be sent within 60 days of the carrier's final written offer or denial of the claim to the shipper.
3. AMSA sends notice of the shipper's request to the carrier who must respond to AMSA

within 15 working (business) days with information about the status of the claim. If the carrier agrees to submit the disputed claim to arbitration, or is required to do so pursuant to the statutory criteria and the program rules, AMSA forwards the rules and three (3) copies of the necessary forms to the shipper.

4. Within 20 working days after the date of transmittal, the shipper may initiate arbitration by completing and returning three (3) copies of the forms and supporting documentation to the Forum, along with the applicable administrative fee (see Rule 8), unless a different amount has previously been otherwise agreed to by both parties.

5. The Forum then sends one copy of the shipper's documents to the carrier. The carrier has 20 working days after the date of the Forum's notice of the shipper's submission to file three (3) copies of its response and commitment to arbitration plus its portion of the administrative fee with the Forum.

6. After receipt of the carrier's position, the Forum opens a case file and forwards one copy of the carrier's material to the shipper.

7. Within 20 working days after the date of the Forum's notice of the carrier's submission materials, the claimant may file a response to the carrier's submission. Upon receipt of a supplemental filing from the claimant, the Forum shall provide the carrier with a copy of the claimant's supplemental filing. The carrier will, in turn, have 20

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working days after the date of the Forum's notice of the claimant's supplemental statement to file a response with the Forum. Upon the filing of the response by the carrier, the Forum will provide a copy of the carrier's response to the claimant.

8. The Forum then sends the case file to a neutral arbitrator selected from its panel who decides the issues within 30 days after receipt of the case file under the standard written

procedure or within 30 days after the arbitrator declares the proceeding closed under the optional oral arbitration procedures.

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Following resolution by the arbitrator, the Forum then mails the award to the parties.

DISPUTE BETWEEN YOU AND BIMS

ONLY BIMS may initiate the process of arbitration by mailing or faxing the referral form to the Administrator. Upon receipt of the form, the Administrator will contact the other parties, solicit their participation in the arbitration process, provide the appropriate information and make the final arrangements for the arbitration.

The Administrator will confer with the parties regarding a reasonable schedule for submissions to the arbitrator. Failing agreement, the Administrator reserves the right to impose deadlines for the filing of submissions to the arbitrator.

In the written submission arbitration, the arbitrator shall review the argument and evidence provided and renders a summary decision in a timely fashion but in no event later than thirty (30) days following the receipt of all the submissions.

In the conference call arbitration, the arbitrator shall have a reasonable opportunity to review the submissions prior to the conference call and shall render a summary decision in a timely fashion but in no event later than thirty (30) days following the conference call.

In the evidentiary hearing, the arbitrator may receive live testimony and written submissions, including affidavits and reports, and shall render a summary decision in a

timely fashion but in no event later than thirty (30) days following the closing of the hearing.

If, following the issuance of notice, a party fails to appear at the arbitration and fails to seek a postponement; the arbitrator may hear the case and grant a default judgment. The party which is present will be required to present a case sufficient to allow the arbitrator a basis from which to make an award. The arbitrator may hear a motion by the non-appearing party to set aside the default judgment and may issue relief with such conditions as are fair and equitable.

The arbitrator may re-open the hearing on his or her own motion or upon the motion of a party at any time prior to the issuance of the award. The arbitrator's award shall be issued in writing to the parties by the arbitrator. The award shall be final and may be appealed only to the extent permitted by the law of Florida, unless the parties otherwise agree.

Following resolution by the arbitrator, the award is mailed to the parties.

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ARBITRATION PROGRAM RULES DISPUTE BETWEEN YOU AND YOUR HOUSEHOLD GOODS CARRIER

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DISPUTE PROGRAM RULES

Rule 1. Definitions.

"Agent" A local moving company that books long distance moves through a larger household carrier or van line. An agent company usually performs the packing, storage and other local services that are required as part of an interstate shipment of household goods.

"Binding Arbitration" A streamlined legal procedure used to resolve disputes where the parties to a dispute agree to abide by the decision of an independent neutral third party.

"Carrier" or "Mover" The household goods carrier or van line under whose interstate authority the shipment was conducted. These terms are used interchangeably throughout this brochure.

"Claimant" or "Shipper" A party to a moving contract (Bill of Lading) with a carrier who has rights under the contract. These terms are used interchangeably throughout this brochure.

"Claim" A claim for loss or damage to household goods transported under a moving contract, subject to the tariffs and the rules of this program.

"Filed" A submission is considered filed when the Forum has received all three (3) copies of a submission. When the Forum receives the 3 copies after a deadline, the submission is considered late and a late fee will be assessed to the late party, unless an extension was previously requested and granted.

"Notice" A written notice or other written communication to the National Arbitration Forum, the American Moving and Storage Association or to the parties to a dispute.

"Submission" All documents, writings, data compilations, tape recordings, electronic recordings or other recordings, including the Submission to Arbitration Form and Questionnaire provided by a party to the National Arbitration Forum in support of a claim or defense to a claim.

"Working Days" All calendar days, except Saturdays, Sundays, and federal holidays of the United States.

Rule 2. Program Information. A carrier participating in the program will provide information regarding the availability of the arbitration program to persons for whom it is performing household goods transportation services before the shipment is tendered to the carrier for transportation. This information will include a concise, easy-to-read, accurate summary of procedures and costs involved, as well as a disclosure of the legal effects of the election to use the program.

Rule 3. Limitation of Applicability. These rules apply to disputes involving claims resulting from damage to a household goods shipment that has been arranged and paid for by an individual household member (also referred to as a collect-on-delivery shipment). Claim disputes involving shipments of household goods arranged and paid for by a party other than the individual householder (the shipper's employer, for example) may be arbitrated under these rules, but only when both the carrier and the second party agree to arbitrate under these procedures.

Rule 4. Submission of Dispute to Arbitration: Optional or Mandatory. If a shipper elects arbitration of a disputed loss or damage claim over \$5000, the disputed claim will be submitted to arbitration.

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Rule 5. Arbitration Administrator. When both parties agree to arbitrate and sign the Submission Form, they appoint the National Arbitration Forum (the Forum) administrator of the arbitration. The authority and duties of the Forum are prescribed in the Household Goods Dispute Settlement Program Rules that govern the arbitration. Where the American Moving and Storage Association (AMSA) rules are silent, as in the alternate oral procedure, the Forum Code of Procedure will apply.

Rule 6. Requesting Arbitration. The shipper may request arbitration after the claims adjusting process has been completed and the carrier has denied a claim or made an offer of settlement, which the shipper rejects. Unless waived by both parties, the request for arbitration shall be filed with the AMSA within 30 days after the final offer or denial of the claim has been made in writing by the carrier.

The shipper may request arbitration of a disputed claim by sending written notice to AMSA setting forth the following information: shipper's name, present address and telephone number; the name of the carrier moved under; identification number of the shipment; any assigned loss and damage claim number; and location of pickup and delivery; and the monetary value of the claim involved.

Rule 7. Notification and Response by Carrier to Shipper's Request. AMSA shall promptly provide notice of the shipper's request for arbitration to the carrier. Within fifteen (15) working days after receiving the notice, the carrier will respond to AMSA in writing, affirming the status and value of the claim involved and advising AMSA of the action it wishes to take in response to the shipper's request.

If the claim that the dispute is based upon is valued at \$5000 or less, the carrier will either provide written notice to AMSA that the claim has been resolved or will duly authorize AMSA to issue arbitration forms to the shipper. If the claim that the dispute is based on is valued at over \$5000, the carrier may either authorize AMSA to issue arbitration forms to the shipper or decline to arbitrate the dispute. If declining to arbitrate the dispute, the carrier shall write directly to the shipper within the fifteen (15) working-day time period and provide a copy of that response to AMSA.

Rule 8. Administrative Fees for Initiation of Proceedings; Apportionment. The amount of the per-case administrative fee is based on the amount of the shipper's claim that is in dispute.

The Fee Schedule is as follows:

Claim Amount	Administrative Fee
\$10,000 or less	\$450
Over \$10,000 up to \$20,000	\$550
Over \$20,000 up to \$30,000	\$600
Over \$30,000 up to \$40,000	\$650
Over \$40,000 up to \$50,000	\$700
Over \$50,000	\$700 plus one (1%) percent of the amount over \$50,000

For example, if the amount of the disputed claim is \$7500, the applicable administrative fee would be \$450. This fee would be shared equally between the parties with the carrier and the claimant each paying \$225. If the claim in dispute is higher, \$75,000 for example, a \$700 fee would apply plus 1% of the amount over \$50,000. In this example, the fee to be shared by the parties would be \$950 (\$700 plus 1% of \$25,000); the fee for each party would be \$475.00.

The arbitrator may apportion the fee as part of the final award by determining which party shall bear the cost or a portion of the cost of the arbitration proceeding, including the cost of initiating the arbitration process.

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Rule 9. Initiation of Arbitration Procedures. Within twenty (20) working days of the date of transfer, the shipper may initiate arbitration by completing and signing three (3) copies of the Submission to Arbitration Form and Questionnaire received from AMSA and filing them with the Forum, together with three copies each of letters, documents, exhibits and other materials which the shipper may wish to be considered by the arbitrator, and the shipper's portion of the fee for initiating the arbitration proceeding.

Rule 10. Optional Oral Hearing; Additional Fee. Arbitration will proceed under the Oral Hearing procedures only when both parties agree.

Where both parties consent to an oral hearing and to the date, time and location of the oral hearing proceeding, each party shall pay an additional administrative fee to the Forum. If both parties do not agree to an oral hearing, arbitration will proceed on documents alone, pursuant to Rule 16.

The administrative fee for an optional Oral Hearing shall be as follows:

Claim Amount	Administrative Fee Per Session
\$5,000 or less	\$300
Over \$5,000 up to \$50,000	\$400
Over \$50,000 up to \$100,000	\$500
Over \$100,000	\$650

A sixty (60) minute session is scheduled for cases in which the amount in controversy is \$5,000 or less. A one hundred twenty (120) minute session is scheduled for cases in which the amount in controversy is over \$5,000 and up to \$50,000. A one hundred eighty (180) minute session is scheduled for cases in which the amount in controversy is more than \$50,000.

Rule 11. Notification of Shipper (Claimant) Initiation of Arbitration Procedures. The Forum shall immediately notify the carrier of the claimant's submission of the dispute to arbitration by sending a copy of the Submission (including one copy of the executed Submission to Arbitration Form) to the carrier along with an invoice for the carrier's portion of the fee for initiating the arbitration proceeding.

Rule 12. Submission by Carrier of Relevant Documents. Within twenty (20) working days after the date of the Forum's notice to the carrier of the claimant's submission of the dispute to arbitration, the carrier shall sign the Submission to Arbitration form and file it with the Forum along with three copies of relevant materials from its claim file, a statement responding to the claimant's contentions, and the carrier's portion of the fee to initiate the arbitration proceeding. The carrier shall place the Forum's number on each such document. Upon filing, the Forum shall immediately forward one copy of the carrier's materials to the shipper.

Rule 13. Supplemental Filings. Within twenty (20) working days after the date of the Forum's notice to the claimant of the carrier's submission, the claimant may file a supplemental statement in response to the carrier's submission. Three copies of the supplemental statement must be filed with the Forum. Upon filing of a supplemental filing from the claimant, the Forum shall provide the carrier with a copy of the claimant's supplemental filing. The carrier will, in turn, have twenty (20) working days after the date of the Forum's notice to the carrier of the filing of the claimant's supplemental statement to provide a response to the Forum. Upon filing by the carrier, the Forum will provide a copy of the carrier's response to the claimant.

Supplemental filings are not required. Supplemental filings may be used to provide additional facts and information about the case if either party so chooses. In the interest of obtaining a prompt resolution of the dispute, supplemental filings are limited to one (1) supplemental filing from each party, except as provided in Rule 19. Failure of either party to make a reply within the twenty (20) working day time period shall be deemed to be a waiver of its right to reply.

INDIVIDUAL SHIPPER'S NOTICE OF INTERSTATE MOVING AND RELOCATION GROUP ARBITRATION PROGRAM

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Rule 14. Appointment of Neutral Arbitrator. Immediately after the receipt of the submission from both parties, the Forum shall appoint an arbitrator from its panel. The Forum shall mail notice of appointment to the arbitrator, together with a copy of these rules, and the signed acceptance of the arbitrator shall be filed with the Forum.

Upon receipt of the acceptance of the arbitrator, the Forum shall transmit the case file to the arbitrator for a prompt decision, and shall send a copy of the letter of transmittal to each party. A party may remove the (1) arbitrator by filing a notice of removal with the Forum within ten (10) working days after the date of the notice of the appointment of the arbitrator. A party may request disqualification of any other arbitrator provided in Rule 25.

Rule 15. No Direct Communication With Arbitrator. There shall be no direct communication between any party to the dispute and an arbitrator. Oral or written communications from any party intended for the arbitrator shall be directed to the Forum for transmittal to the arbitrator.

Rule 16. Arbitration Procedures. The majority of cases heard by the Forum follow a standard procedure with a decision by the arbitrator based on the presentation of written documents and testimony to the arbitrator.

Oral hearings are available as an option but they are not mandatory; neither party is required to participate in an oral hearing. Oral hearings require the consent of both parties and the payment of an additional fee as prescribed in Rule 10.

The Forum shall mail two copies of the Notice of Oral Hearing to each party at least twenty (20) calendar days in advance unless otherwise required by law. The parties must indicate their consent to the date, time and location of the hearing by signing and mailing one copy of the Notice to the Forum, together with payment of the prescribed fee at least ten (10) calendar days prior to the hearing.

Should the parties fail to mutually agree on the date, time and location within thirty (30) calendar days following notice from the Forum, or should the Forum fail to receive the signed notices and administrative fees within the prescribed time, arbitration will proceed on the documents alone. Any fee for oral hearing paid by one party will thereafter be refunded.

Rule 17. Time of Award. The award shall be rendered promptly by the arbitrator no later than thirty (30) calendar days after receipt of the Forum case file notifying the arbitrator of the dispute, or in the event of an oral hearing, within thirty (30) calendar days after the arbitrator declares the proceeding closed. If a decision cannot be rendered within 30 calendar days of written notification of the dispute, the arbitrator may reasonably extend the time period in order to obtain additional information required to resolve the dispute.

Rule 18. Extensions of Time. The parties may modify any period of time established by these rules by mutual agreement, with the exception of the time required to issue an award. Further, AMS Arbitration Forum may for good cause extend time periods, except for the time required for issuing an award. The Forum shall notify the parties, in writing, of any such extension.

A request for an extension must be filed with the Forum at least five (5) calendar days before the current time period ends. A request filed after the time period has ended will not be considered unless extraordinary circumstances exist which must be asserted in the request. A party may obtain one (1) extension of time. An additional extension request must be filed with the Forum before the first extension expires. The cost of an extension is \$750 per party.

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Rule 19. Scope of Award; Jurisdiction of the Arbitrator. The arbitrator shall determine with finality the merits of the controversy. The amount of the award may not exceed the carrier's liability under the applicable law of lading. The decision shall be governed by applicable laws, DOT approved rules, provisions of the applicable contract and applicable practices of the moving industry. Where possible, the final award will be itemized so that no more than one issue or item is adjudicated.

The arbitrator has jurisdiction to consider only claims for loss or damage to the household goods transported. Any other claims can be considered only upon written agreement by both the shipper and the carrier.

The arbitrator has no jurisdiction to consider any other claims, including, but not limited to: consequential or incidental damages, mental anguish, loss of wages, punitive damages, alleged fraud, violation of contract or any claim which is not subject to arbitration under law. The arbitrator may request the parties, the Forum, to supply any additional facts or materials that, in the opinion of the arbitrator, will be helpful in determining the case. Documents submitted in response to an arbitrator's request shall be filed within no more than twenty (20) working days after the date of the request.

Rule 20. Submission of Supporting Documents. In order to obtain a prompt resolution of a dispute, it is essential that all documents be submitted to the Forum within the time periods prescribed herein.

If either party does not submit required documents within the time periods specified by these rules and an extension was not granted, the late party shall be assessed a late fee of \$50 and given five (5) working days to forward the submission and pay the late fee. The Forum will accept no late submissions unless the appropriate late fee has been paid.

Rule 21. Delivery of Award to Parties. Upon receipt of the decision of the arbitrator, the Forum shall transmit a copy of the award to the parties with a copy to AMSA. The Forum shall return to the parties the documents filed by them in prepaid wrappers if supplied by the parties for that purpose. Parties shall accept as legal delivery of all documents, including the award, the placing of such documents or a true copy thereof in the mail by the Forum, addressed to such party at its last known address or to the duly designated agent of each party, or personal service of the award, or the filing of the award in any manner which may be prescribed by law.

Rule 22. Withdrawal and Settlement of Claim. The parties may settle the claim by mutual agreement at any time prior to the issuance of an award. In the event of such a settlement, the carrier shall file a written notice of settlement, signed by all parties, with the Forum.

A claimant may withdraw a claim after it has been filed with the Forum and before the carrier is notified of the arbitration by filing a notice of dismissal with the Forum. A claimant may withdraw a claim before the carrier files a response with the Forum by notifying all parties in writing and filing a notice of dismissal with the Forum. In such instances, a partial refund of the claimant's portion of the administrative fee shall be at the discretion of the Forum; the carrier's portion of the administrative fee, if already paid to the claimant, shall be refunded.

After the Forum has received the Submissions from both parties, the claimant may not withdraw a claim without the permission of the Forum or of an arbitrator if an arbitrator has been appointed. Any refund of the administrative fee for cases that are dismissed after the Forum has received submissions from both parties is at the discretion of the Forum.

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Rule 23. Modification of Awards. Within fifteen (15) working days after the date of the award, a party may request a modification of the award. The requesting party shall serve the other party with a copy of their request, file the request with the Forum, and pay an additional fee of \$200 to the Forum. The responding party has fifteen (15) working days after the date of the request to file a response with the Forum.

The arbitrator or the Forum may correct clerical mistakes or errors arising from oversight or omission in the issuance of an award. The arbitrator may reconsider an award if:

- 1) The award is not final;
- 2) The award is ambiguous or contains evident material mistakes;
- 3) The arbitrator did not decide a submitted issue; or
- 4) The arbitrator decided an issue not agreed to be submitted to arbitration by both parties.

Rule 24. Interpretation and Application of Rules. The arbitrator shall interpret and apply the Rules insofar as they relate to the powers and duties of the arbitrator.

Rule 25. Disqualification of Neutral Arbitrator. A party may disqualify an arbitrator if circumstances exist that create a conflict of interest or cause the arbitrator to be unfair or biased, including but not limited to the following:

1. The Arbitrator has a personal bias or prejudice concerning a Party, or personal knowledge of disputed evidentiary facts;
2. The Arbitrator has served as an attorney to any Party, the Arbitrator has been associated with an attorney who has represented a Party during that association, or the Arbitrator or an associated attorney is a material witness concerning the matter before the Arbitrator;
3. The Arbitrator, individually or as a fiduciary, or the Arbitrator's spouse or minor child residing in the Arbitrator's household, has a direct financial interest in a matter before the Arbitrator;
4. The Arbitrator or the Arbitrator's spouse, or a person within the third degree of relationship to either of them, or the spouse of such a person:
 - a. is a party to the proceeding, or an officer, director or trustee of a Party; or
 - b. is acting as a lawyer or representative in the proceeding.

An Arbitrator shall disclose to the Forum the circumstances that create a conflict of interest or cause the Arbitrator to be unfair or biased. The Forum shall disqualify an Arbitrator or shall inform the Parties of the information disclosed by the Arbitrator if the Arbitrator is not disqualified.

A Party may request the disqualification of an Arbitrator by filing with the Forum, and providing notice to the other Party, a written Request stating the circumstances and specific reasons for the disqualification. A Request to disqualify an Arbitrator must be filed with the Forum within ten (10) working days after the date of the notice of selection.

The Forum shall promptly review the Request and shall disqualify the Arbitrator if the circumstances requiring disqualification in accord with this Rule or other circumstances creating the appearance of bias. If an Arbitrator is disqualified or becomes unable to arbitrate before the issuance of an Award, the Forum shall select a new Arbitrator.

INDIVIDUAL SHIPPER'S NOTICE OF INTERSTATE MOVING AND RELOCATION GROUP ARBITRATION PROGRAM

DISPUTE BETWEEN YOU AND BIMS

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Administrative Rules for Arbitration

Transportation ADR Council, Inc.

1. INITIATING ARBITRATION

Any party may initiate the process of arbitration by mailing or faxing the referral form to the Administrator. Upon receipt of the form, the Administrator will contact the other parties, solicit their participation in the arbitration process, provide the appropriate information and make the final arrangements for the arbitration.

If the parties to the dispute are signatories to a pre-dispute arbitration process, the Administrator will provide the appropriate information and make the final arrangements for the arbitration. Any objection or challenge to the arbitrability of the dispute shall be reserved to the arbitrator for determination.

2. SELECTION OF ARBITRATION FORMAT

In the referral form, the parties will designate one of three formats for the arbitration as follows:

A. Written Submission

All sides provide written submissions with supporting documentation to an arbitrator who will review the papers and render a summary award;

B. Conference Call

The written submission procedure followed by a conference call where the arbitrator may hear any further argument and testimony and ask questions of the parties' counsel and witnesses; or

C. Evidentiary Hearing

An arbitration hearing where the parties present live witnesses and other evidence at a designated location before an arbitrator.

If a written submission format is requested, the Administrator will confer with the parties to determine appropriate deadlines for the submission of the claimant's brief, the respondent's response and the claimant's reply.

If a conference call format is requested, the Administrator will confer with the parties in the same fashion as set forth in the preceding paragraph. The arbitrator will be responsible for scheduling the conference call.

If an evidentiary arbitration hearing is requested, the Administrator will contact the parties for the purpose of determining the answers to an array of other issues relevant to the procedure. Once the Administrator obtains agreement on these issues, it will incorporate these terms into a proposed written agreement and issue the agreement to arbitrate to all parties for their respective approval.

If a counterclaim is filed, the Administrator shall make appropriate changes to the scheduling of submissions.

To the extent procedural issues cannot be the subject of agreement, the Administrator reserves the right to make a final determination of such issues, including delegating to the arbitrator the right to decide such issues.

3. SELECTION OF ARBITRATOR

The Administrator will make available upon request background information about potential arbitrators and will confer with all parties regarding the selection of the arbitrator. The Administrator will make an effort to obtain agreement among the parties regarding the selection of the arbitrator.

Parties who are not able to agree on the selection of an arbitrator within a reasonable period of time following the initiation of the procedure but, in any event, not more than 45 days, will be bound by the selection to be made by the Administrator in its sole discretion.

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4. CONFLICTS OF INTEREST AND CONFIDENTIALITY

The parties and the arbitrator have a duty to make prompt disclosure to the Administrator of any fact or circumstance which would reasonably call into question the neutrality or impartiality of the arbitrator. Such facts or circumstances include without limitation any part, present or prospective direct or indirect representational, business, organizational, family or other affiliation between the arbitrator and the parties.

If the arbitrator is a member of a law firm, a diligent effort must be undertaken to determine through conflict checks and disclose whether a conflict may or does exist with any of the attorneys of the firm or its clients.

If any such disclosure is made, the Administrator will inquire if the parties wish to waive any possible conflict and proceed. If one or more parties object to the selection for cause, the arbitrator will be excused and the selection process will be reinstated. The Administrator reserves the right to determine if the de-selection is for cause. If all parties waive any objection, the arbitrator will proceed to hear the case.

The arbitrator shall maintain the confidentiality and privacy of the arbitration proceeding subject to applicable law.

5. FINAL ARRANGEMENTS

The Administrator will confer with the parties regarding the following:

- A. stipulations regarding discovery;
- B. stipulations regarding an exchange of documents intended to be submitted to the arbitrator in advance of the submission or hearing;
- C. stipulations regarding how the presentation of evidence at the evidentiary hearing will occur; and
- D. other matters material to the arbitration.

To the extent stipulations are not entered into by the parties concerning these pre-hearing procedures, the parties may request a ruling from the arbitrator which will be binding on the parties.

Based upon its contacts with the parties, the Administrator will forward to the parties a proposed written agreement to arbitrate. The parties should execute the agreement and provide a copy of the executed agreement to the opposing party. Once the parties execute the agreement to arbitrate, the Administrator will notify the arbitrator.

The scheduling of a convenient time and location of the arbitration and the issuance of notice will be the responsibility of the arbitrator based on the agreement by the parties, subject to the intervention of the Administrator, only if necessary. The arbitrator is authorized to postpone the deadline for the written submissions, the conference call or the evidentiary hearing upon a showing of good cause in his or her sole discretion or upon his or her own motion. If all of the parties agree, any deadline imposed in this arbitration process may be modified.

If the parties do not agree upon the selection of a format, the Administrator will designate the least complicated of the formats considered by the parties.

The arbitrator may issue rulings prior to the arbitration hearing for the purpose of preserving the property or the status quo which is the subject of the arbitration.

Subject to the Administrator's decisions, the law of Missouri will determine all procedural issues involving the arbitration process, unless the parties otherwise agree.



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6. THE ARBITRATION HEARING

The Administrator will confer with the parties regarding a reasonable schedule for submissions to the arbitrator. Failing agreement, the Administrator reserves the right to impose deadlines for the filing of submissions to the arbitrator.

In the written submission arbitration, the arbitrator shall review the argument and evidence provided and render a summary decision in a timely fashion but in no event later than thirty (30) days following the receipt of all the submissions.

In the conference call arbitration, the arbitrator shall have a reasonable opportunity to review the submissions prior to the conference call and shall render a summary decision in a timely fashion but in no event later than thirty (30) days following the conference call.

In the evidentiary hearing, the arbitrator may receive live testimony and written submissions, including affidavits and reports, and shall render a summary decision in a timely fashion but in no event later than thirty (30) days following the closing of the hearing.

Objections concerning evidentiary matters are reserved to the arbitrator.

No stenographic record of the evidentiary or conference call arbitration proceeding shall be made except where the party desiring a written record gives written notice to all parties no less than ten (10) days before the hearing and will be responsible for the payment of all costs associated with the stenographic recording.

The arbitrator shall comply with the applicable law regarding the administration of oaths to witnesses in the evidentiary hearings. The arbitrator may receive testimony without the administration of an oath to the witness. Cross-examination of any live witness shall be allowed to the same extent as would be permitted in a court of law.

The arbitrator may issue subpoenas for witnesses at the arbitration hearing as permitted by law.

The arbitrator may re-open the hearing on his or her own motion or upon the motion of a party at any time prior to the issuance of the award. The arbitrator's award shall be issued in writing to the parties by the arbitrator. The award shall be final and may be appealed only to the extent permitted by the law of Missouri, unless the parties otherwise agree.

If, following the issuance of notice, a party fails to appear at the arbitration and fails to seek a postponement, the arbitrator may hear the case and grant a default judgment. The party which is present will be required to present a case sufficient to allow the arbitrator a basis from which to make an award. The arbitrator may hear a motion by the non-appearing party to set aside the default judgment and may issue relief with such conditions as are fair and equitable.

7. COSTS

The administrative costs for arbitration are as follows:

- A. written submission only - \$200
- B. written submission plus conference call - \$250
- C. evidentiary hearing - \$300

A supplemental charge of \$50 for each additional unrepresented party or additional separately-represented party in excess of two parties will apply. Long distance telephone, fax charges and incidental costs incurred by the Administrator shall be billed to the parties as additional costs. The cost of the call in the conference call format will be submitted as an incidental cost.

The arbitrator's fee and costs are as follows:



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- D. minimum for one-half day (4 hours) or for written submission - \$500
- E. full day (8 hours) - \$1,000
- F. a prorated rate for time in excess of half or full days, or for time expended in conference calls
- G. travel, meal and lodging costs, if any, incurred by the arbitrator

Each party's portion of the administrative costs are non-refundable and must be pre-paid. A minimum advance of \$500 for the arbitrator's fee must be pre-paid. If the arbitration does not occur, the \$500 deposit will be refunded. Depending upon the anticipated length of the arbitration, the Administrator reserves the right to require a deposit for the arbitrator's fee in excess of \$500.

At the discretion of the Administrator, the parties may be required to agree in advance to an arbitration procedure with respect to the payment of arbitration fees and administrative costs.

Following the arbitration, the arbitrator will advise the Administrator of his or her time and charges. The Administrator will promptly issue a statement and, upon receipt of payment, the Administrator will promptly pay the arbitrator.

8. QUALIFICATIONS OF ARBITRATORS

Any person desiring to make his or her services as an arbitrator available under this program shall comply with the following:

- A. Be a member in good standing of the Transportation Lawyers Association;
- B. Accurately complete and submit the arbitrator's application form to the Administrator; and
- C. Agree to abide by the administrative rules as set forth herein and as may be amended from time to time.

9. WAIVER OF OBJECTIONS

If a party fails to make a timely objection in writing with the Administrator or the arbitrator with respect to any alleged failure to comply with these rules, such failure may be treated by the Administrator or arbitrator as a waiver of any such non-compliance.

10. ENFORCEMENT

The arbitrator is authorized to apply these administrative rules to those duties in respect to his or her duties as arbitrator. The awards rendered by the arbitrator may be enforced by a court of competent jurisdiction in accordance with law.

11. NOTICES

All notices, communications or awards required by these rules to be made in writing may be made by first class mail, expedited commercial mailing services, telegram or fax. The Administrator may give notice by telephone.

12. PRE-DISPUTE ARBITRATION PROVISIONS

Parties using pre-dispute arbitration provisions in their contracts agree that any dispute subject to these rules shall be governed by the rules as they exist at the time of the referral form initiating the procedure is received by the Administrator.

13. APPROVAL AND AMENDMENTS

The ADR Council, Inc. shall approve these administrative rules, set their effective date, and make such amendments as it believes necessary and appropriate for the prompt, reliable and inexpensive disposition of disputes arising from the transportation industry.

11/17/11

INDIVIDUAL SHIPPER'S NOTICE OF INTERSTATE MOVING AND RELOCATION GROUP ARBITRATION PROGRAM

FORMS DISPUTE BETWEEN YOU AND YOUR HOUSEHOLD GOODS CARRIER

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NATIONAL ARBITRATION FORUM
AMSA HOUSEHOLD GOODS DISPUTE SETTLEMENT PROGRAM
SUBMISSION TO ARBITRATION - Page 1

AGREEMENT: The Parties named herein agree to submit their disputed claim to arbitration under the procedure of the National Arbitration Forum and the rules of the AMSA Household Goods Dispute Settlement Program. Claimant will complete the applicable sections of this form and the pages of the attached questionnaire and the completed form, questionnaire and any applicable supporting documents, in triplicate, and the appropriate fee to initiate the arbitration process to the National Arbitration Forum at the address shown below.

Summary of Claimant's Position and Claimant's Demands (to be filled out by Claimant):

Amount of Claim in Dispute: \$ _____

→ DO NOT RETURN these forms to AMSA - send them to the Forum at the address shown below. ←

Summary of Carrier's Position and Response to Claimant's Demands (to be filled out by Carrier)

→ Return the completed forms, questionnaire, supporting documents and administrative fee to:

Mail to: National Arbitration Forum, P O Box 50191, Minneapolis, MN 55405.

Overnight Delivery Address: National Arbitration Forum, 500 Rosedale Towers,
1700 West Highway 36, Roseville, MN 55113.

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SUBMISSION TO ARBITRATION - Page 2
NATIONAL ARBITRATION FORUM

ARBITRATOR: The parties agree that this dispute is to be submitted to a neutral arbitrator selected by the National Arbitration Forum from its national panel of arbitrators in accordance with the rules of the program. It is understood that this dispute will be arbitrated under the jurisdictional requirements of Rule 19 of the Household Goods Dispute Settlement Program.

ARBITRATION PROCEDURES AND FEES: The standard procedure is document arbitration based on documents submitted by both parties. The fee to initiate the arbitration process is shared equally between the two parties unless both parties otherwise agree to a different amount.

Refer to Rule 8 of the Program rules for more information regarding the determination of the arbitration fee. The Arbitrator may apportion the cost of the fee in the final decision.

Amount of Disputed Claim	Total Administrative Fee	Claimant's Share of Administrative Fee	Carrier's Share of Administrative Fee
\$10,000 or less	\$450	\$225	\$225
Over \$10,000 up to \$20,000	\$550	\$275	\$275
Over \$20,000 up to \$30,000	\$600	\$300	\$300
Over \$30,000 up to \$40,000	\$650	\$325	\$325
Over \$40,000 up to \$50,000	\$700	\$350	\$350
Over \$50,000	\$700 plus 1% of the amount over \$50,000	\$350 plus one-half of 1% of the amount over \$50,000	\$350 plus one-half of 1% of the amount over \$50,000

Instructions for requesting an Optional Oral Hearing are contained on the attached Request for Optional Oral Hearing form.

We, the undersigned parties, hereby agree to submit this dispute to arbitration under the rules of the National Arbitration Forum's Household Goods Dispute Settlement Program and the Forum's Code of Procedure. Further, both parties hereby agree to abide by and perform any award rendered hereunder and that a final judgment may be entered on the award in any federal or state court having jurisdiction thereof.

Name of Claimant

Name of Carrier

Authorizing Signature

Authorizing Signature

Date

Date

→ WHEN SUBMITTING THIS FORM, INCLUDE THE ACCOMPANYING QUESTIONNAIRE AND ANY ADDITIONAL DOCUMENTATION APPROPRIATE IN SUPPORT OF THE CLAIM IN DISPUTE.

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CLAIMANT QUESTIONNAIRE - PAGE 1

This Questionnaire is to be completed by Claimant (Shipper) and returned with the Submission to Arbitration form and the applicable administrative fee.

Mail to: National Arbitration Forum, P O Box 50191, Minneapolis, MN 55405.

Overnight Delivery Address: National Arbitration Forum, 500 Rosedale Towers, 17 West Highway 36, Roseville, MN 55113.

1) Claimant (Shipper) Information

Claimant's Name

Claimant's Current Address

Claimant's Phone Number

Claimant's Fax Number

Claimant's E-mail address

2) Shipment Information

Name of Carrier (not the local agent)

Shipment Registration or
Bill of Lading Number

Pick Up Date

Pick Up Location (city and state)

Delivery Date

Delivery Location (city and state)

If delivery location is different from
current address, please explain

Intervening Storage Dates, if any

Intervening Storage Location, if any

Was the shipment insured by the carrier? If so, what was the amount of insurance coverage? _____

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CLAIMANT QUESTIONNAIRE - PAGE 2

3) Claim Information

Date claim was filed with carrier _____
(please attach a copy of the claim form filed with the Carrier)

ID Number assigned to claim, if any _____

Did the carrier make a settlement offer on the claim? (circle one) Yes No

If Yes, state why the settlement offer was not accepted: _____

Please attach a copy of either the settlement offer or claim denial letter from the carrier.

Did you specify any specific High Value articles in your shipment? Yes No
(If yes, attach a copy of your high value article declaration.)

Did you purchase additional valuation coverage? (circle one) Yes No

If Yes, what kind did you purchase? (circle one)

Depreciated Value Protection or Full (Replacement) Value Protection

If Yes, what was the coverage amount? _____

If Yes, what was the deductible amount? _____

As the claimant (shipper), you must show 1) that an item was tendered to the carrier in good condition, 2) received from the carrier in lost or damaged condition, and 3) the cost to repair or replace the item.

Attach inventory sheets from the move, a copy of the Bill of Lading, purchase receipts

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CLAIMANT QUESTIONNAIRE - PAGE ___ OF ___

Please provide the following information for each item in dispute. This page may be photocopied as necessary to accommodate all of the articles being claimed.

Item Description: _____

Amount claimed for the item: _____

Do you have any evidence to support the amount claimed? Yes No
(Please attach copies of applicable appraisal reports or other evidence.)

Original cost of the item: _____

Do you have any evidence to support the cost of the item? Yes No
(Please attach copies of applicable receipts or other evidence.)

Was the item lost or damaged? Lost Damaged

What are you seeking for the item? Repair Replacement

Who packed the item? You Carrier

Was the item listed on the Household Goods Descriptive Inventory (HGDI), the High Value Inventory (HVI), the Customer Check-Off List, or on any other descriptive list given to the Carrier? Yes No

If yes, please specify where the item was listed. _____

Did you note any damage to the item at delivery? Yes No

If Yes, in what manner? If No, why not? _____

Do you have any evidence of the damage done to the item? Yes No
(Please attach photographs or other evidence of damage.)

Did you note the item as missing at delivery? Yes No

If Yes, in what manner? If No, why not? _____

Has the item been repaired before? Yes No

If Yes, provide details: _____

INDIVIDUAL SHIPPER'S NOTICE OF INTERSTATE MOVING AND RELOCATION GROUP ARBITRATION PROGRAM

Interstate Moving and Relocation Group INC.. (“BIMS”), is not a motor carrier authorized by the Federal Government to transport your, the individual shipper's, household goods, and BIMS is only arranging for an authorized household goods motor carrier to perform the transportation services, and if applicable, any additional services such as but not limited to: (i) Binding and nonbinding estimates. (ii) Inventorying. (iii) Protective packing and unpacking of individual items at personal residences. Or (iv) Loading and unloading at personal residences.

Rule 23. Modification of Awards. Within fifteen (15) working days after the date of the award, a party may request a modification of the award. The requesting party shall serve the other party with a copy of their request, file the request with the Forum, and pay an additional fee of \$200 to the Forum. The responding party has fifteen (15) working days after the date of the request to file a response with the Forum.

The arbitrator or the Forum may correct clerical mistakes or errors arising from oversight or omission in the issuance of an award. The arbitrator may reconsider an award if:

- 1) The award is not final;
- 2) The award is ambiguous or contains evident material mistakes;
- 3) The arbitrator did not decide a submitted issue; or
- 4) The arbitrator decided an issue not agreed to be submitted to arbitration by both parties.

Rule 24. Interpretation and Application of Rules. The arbitrator shall interpret and apply the Rules insofar as they relate to the powers and duties of the arbitrator.

Rule 25. Disqualification of Neutral Arbitrator. A party may disqualify an arbitrator if circumstances exist that create a conflict of interest or cause the arbitrator to be unfair or biased, including but not limited to the following:

1. The Arbitrator has a personal bias or prejudice concerning a Party, or personal knowledge of disputed evidentiary facts;
2. The Arbitrator has served as an attorney to any Party, the Arbitrator has been associated with an attorney who has represented a Party during that association, or the Arbitrator or an associated attorney is a material witness concerning the matter before the Arbitrator;
3. The Arbitrator, individually or as a fiduciary, or the Arbitrator's spouse or minor child residing in the Arbitrator's household, has a direct financial interest in a matter before the Arbitrator;
4. The Arbitrator or the Arbitrator's spouse, or a person within the third degree of relationship to either of them, or the spouse of such a person:
 - a. is a party to the proceeding, or an officer, director or trustee of a Party; or
 - b. is acting as a lawyer or representative in the proceeding.

An Arbitrator shall disclose to the Forum the circumstances that create a conflict of interest or cause the Arbitrator to be unfair or biased. The Forum shall disqualify an Arbitrator or shall inform the Parties of the information disclosed by the Arbitrator if the Arbitrator is not disqualified.

A Party may request the disqualification of an Arbitrator by filing with the Forum, and providing notice to the other Party, a written Request stating the circumstances and specific reasons for the disqualification. A Request to disqualify an Arbitrator must be filed with the Forum within ten (10) working days after the date of the notice of selection.

The Forum shall promptly review the Request and shall disqualify the Arbitrator if the circumstances requiring disqualification in accord with this Rule or other circumstances creating the appearance of bias. If an Arbitrator is disqualified or becomes unable to arbitrate before the issuance of an Award, the Forum shall select a new Arbitrator.

INDIVIDUAL SHIPPER'S NOTICE OF INTERSTATE MOVING AND RELOCATION GROUP ARBITRATION PROGRAM

DISPUTE BETWEEN YOU AND BIMS

***** ARBITRATION REFERAL FORM – TLA – STILL
WAITING ON APPROVED FORM*****

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