OH-1 (Rev. 10/99)

TRAFFIC CRASH REPORT

OHIO PUBLIC SAFETY — EDUCATION · SERVICE · PROTECTION

Field	Value
Local Report # *	08-087006
Crash Severity (1 Fatal, 2 Injury, 3 PDO, 4 Unknown)	3
Private Property ('X' if Yes)	
Hit/Skip (1 Not Hit/Skip, 2 Solved, 3 Unsolved)	1
Photos Taken ('X' if Yes)	
OH-2	✓
OH-3	
OH-1P	
Other	
N.C.I.C. # *	05009
Reporting Agency *	Youngstown P.D.
# Units	02
Unit Error (98 = Animal, 99 = Unknown)	02
Date of Crash *	12302008
Time of Crash	1006
Day of Week	TUE
City *	✓
Village *	
TWP *	
Name (of City, Village or Township) *	Youngstown
County # *	50
Latitude	
Longitude	
Prefix	
Crash Location	From Street
Type Loc	1
Type Location Point Used (1 Named Street, 2 Numbered Street, 3 Numbered Route)	
Reference Point Used (01 State Line, 02 Intersection 2 Streets, 03 County Line, 04 House Number, 05 Township Boundary, 06 Mile Post, 07 Corporation Limit, 08 Place Name W/O Reference, 09 Driveway, 10 Street Or Route W/O Reference)	
Unit Reference	
Prefix	
Reference	Market Street
Ref Point	02

Motorist/Non-Motorist

A

Field	Value
Unit #	01
# of Occ.	01
Name (Last, First, Middle)	McGowan, Michael A.
Address (Street, City, State, Zip Code)	262 E. Midlothian Youngstown, Ohio 44507
Date of Birth	12151947
Age	61
Sex	M
Home Phone #	330 788-4209
Work Phone #	330 747-1471
DL State	OH
DL #	RT 996148
LP State	OH
LP #	DYN 2197
Injured Taken By (1 None, 2 EMS, 3 Police, 4 Other, 5 Unknown)	1
Transported By	N/A
Injured Taken To	
Owner Name (if same, write "Same")	Same
Address (Street, City, State, Zip Code)	Same
Year	2005
Make	MIT
Model	outlander
Color	Red
Insurance Company	Progressive
Towing Service	Guys Towing
Owner Phone #	330 788-4209
Offense Charged	
Offense Description	
Citation #	
Local Code? ('X' if Yes)	

B

Field	Value
Unit #	02
# of Occ.	01
Name (Last, First, Middle)	Muntean, Dennis Jr
Address (Street, City, State, Zip Code)	85 Woodrow Boardman, Ohio 44512
Date of Birth	08011969
Age	39
Sex	M
Home Phone #	330 606-3063
Work Phone #	
DL State	OH
DL #	RJ913859
LP State	OH
LP #	EMQ9827
Injured Taken By (1 None, 2 EMS, 3 Police, 4 Other, 5 Unknown)	1
Transported By	N/A
Injured Taken To	
Owner Name (if same, write "Same")	Muntean, Dennis E.
Address (Street, City, State, Zip Code)	32 S. Cross St. Columbiana, Ohio 44408
Year	2001
Make	Ford
Model	F-150
Color	Maroon
Insurance Company	AIG Auto Ins.
Towing Service	N/A
Owner Phone #	330606-3063
Offense Charged	333.08
Offense Description	Op. without reasonable Con.
Citation #	I44483
Local Code? ('X' if Yes)	X

Occupant

C

Field	Value
Unit #	
Name (Last, First, Middle)	
Home Phone #	
Date of Birth	
Age	
Sex	
Address (Street, City, State, Zip Code)	
Injured Taken By (1 None, 2 EMS, 3 Police, 4 Other, 5 Unknown)	
Transported By	
Injured Taken To	

D

Field	Value
Unit #	
Name (Last, First, Middle)	
Home Phone #	
Date of Birth	
Age	
Sex	
Address (Street, City, State, Zip Code)	
Injured Taken By (1 None, 2 EMS, 3 Police, 4 Other, 5 Unknown)	
Transported By	
Injured Taken To	

Seating Position	Safety Equipment	Air Bag	Air Bag Switch	Ejection	Trapped	Injuries
01 A	04 A	1 A	2 A	1 A	1 A	1 A
01 B	04 B	1 B	4 B	1 B	1 B	1 B
C	C	C	C	C	C	C
D	D	D	D	D	D	D

Seating Position: 01 Front – Left (MC Driver), 02 Front – Middle, 03 Front – Right, 04 Second – Left (MC Pass), 05 Second – Middle, 06 Second – Right, 07 Third – Left (MC Passenger/Side Car), 08 Third – Middle, 09 Third – Right, 10 Sleeper Section Of Cab, 11 Enclosed Cargo Area, 12 Unenclosed Cargo Area, 13 Trailing Unit, 14 Exterior, 15 Other, 16 Non-Motorist

Safety Equipment — Motorist: 01 None Used, 02 Shoulder Belt Only, 03 Lap Belt Only, 04 Shoulder/Lap Belt, 05 Child Safety Seat, 06 MC Helmet Used, 07 Use Unknown. Non-Motorist: 08 None Used, 09 Helmet Used, 10 Protective Pads, 11 Reflective Clothing, 12 Lighting, 13 Other, 14 Unknown

Air Bag: 1 Not Deployed, 2 Deployed-Front, 3 Deployed-Side, 4 Deployed Both Front/Side, 5 Not Applicable, 6 Unknown

Air Bag Switch: 1 Not Present, 2 In On Position, 3 In Off Position, 4 Unknown

Ejection: 1 Not Ejected, 2 Totally Ejected, 3 Partially Ejected, 4 Not Applicable, 5 Unknown

Trapped: 1 Not Trapped, 2 Extricated By Mechanical Means, 3 Freed By Non-Mechanical Means, 4 Unknown

Injuries: 1 No Injury, 2 Possible, 3 Non-Incapacitating, 4 Incapacitating, 5 Fatal Injury, 6 Unknown

Blank for Witness

Supplement * ('X' if Yes)

Unit Numbers

A: 01 B: 02

Non-Motorist Location

A: B:

01 Marked Crosswalk At Intersection
02 Intersection/ No Crosswalk
03 Non-Intersection Crosswalk
04 Driveway Access Crosswalk
05 In Roadway
06 Not In Roadway
07 Median (But Not Shoulder)
08 Island
09 Shoulder
10 Sidewalk
11 Within 10 Feet Of Roadway (Not Shoulder, Median, Sidewalk, Island)
12 Beyond 10 Feet Of Roadway (Within Trafficway)
13 Outside Trafficway
14 Shared Use Paths Or Trails
18 Unknown

Type Of Unit

A: 05 B: 11

Motorist
01 Sub-Compact
02 Compact
03 Mid Size
04 Full Size
05 Minivan
06 Sport Utility Vehicle
07 Pickup
08 Panel/Van
09 Single Unit Truck; 2 Axles, 6 Tires
10 Single Unit Truck: 3+ Axles
11 Truck/Trailer
12 Truck Tractor (Bobtail)
13 Tractor/Semi-Trailer
14 Tractor/Double Short
15 Tractor/Double Long
16 Fifth Wheel Or Converter Dolly
17 Tractor/Triples
18 Motorcycle
19 Motorized Bicycle
20 School Bus
21 Church Bus
22 Public Bus
23 Other Bus
24 Police Vehicle
25 Fire Truck
26 Ambulance/Rescue
27 Taxi
28 Motor Home
29 Train
30 Farm Vehicle
31 Farm Equipment
32 Snowmobile
33 Construction Equipment
34 All Others

Non-Motorist
35 Animal W/Rider
36 Animal W/Buggy
37 Bicycle
38 Pedestrian
39 Pedalcyclist
40 Skater
41 Other-Non Motorist
42 Unknown

In Emergency Response

A: 1 B:

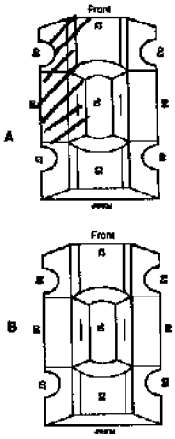
1 No
2 Yes
3 Unknown

Damage Scale

A: 4 B: 2

1 None
2 Non-Functional Damage
3 Functional Damage
4 Disabling Damage
5 Severe
6 Unknown

Damage Area



Most Damaged Area

A: 08 B: 12

01 None
02 Center Front
03 Right Front
04 Right Side
05 Right Rear
06 Rear Center
07 Left Rear
08 Left Side
09 Left Front
10 Top And Windows
11 Undercarriage
12 Load/Trailer
13 Total (All Areas)
14 Other
15 Unknown

Point Of Impact

A: 08 B: 12

01 None
02 Center Front
03 Right Front
04 Right Side
05 Right Rear
06 Rear Center
07 Left Rear
08 Left Side
09 Left Front
10 Top And Windows
11 Undercarriage
12 Load/Trailer
13 Total (All Areas)
14 Other
15 Unknown

Action

A: 4 B: 3

1 Non-Contact
2 Non-Collision
3 Striking
4 Struck
5 Both Striking And Struck
6 Unknown

Striking Vehicle: Override / Underride

A: 7 B: 1

1 No Underride Or Override
2 Underride, Compartment Intrusion
3 Underride, No Compartment Intrusion
4 Underride, Compartment Intrusion Unknown
5 Override, Motor Vehicle In Transport
6 Override, Other Vehicle
7 Unknown

Pre-Crash Actions

A: 11 B: 06

Motorist
01 Movements Essentially Straight Ahead
02 Backing
03 Changing Lanes
04 Overtaking/Passing
05 Turning Right
06 Turning Left
07 Making U-Turn
08 Entering Traffic Lane
09 Leaving Traffic Lane
10 Parked
11 Slowing/Stopped In Traffic
12 Driverless
13 Other
14 Unknown

Non-Motorist
15 Entering/Crossing In Specified Location
16 Walking, Running, Jogging, Playing, Cycling
17 Working
18 Pushing Vehicle
19 Approaching/Leaving Vehicle
20 Playing/Working On Vehicle
21 Standing
22 Other
23 Unknown

Contributing Circumstances

A: 01 B: 15

Motorist
01 None
02 Failure To Yield
03 Ran Red Light, Or Stop Sign
04 Exceeded Speed Limit
05 Unsafe Speed
06 Improper Turn
07 Left of Center
08 Followed Too Closely/ACDA
09 Improper Lane Change/ Drove Off Road/ Improper Passing
10 Improper Backing
11 Improper Start From Parked Position
12 Stopped Or Parked Illegally
13 Operating Vehicle In Erratic, Reckless, Careless, Negligent Or Aggressive Manner
14 Swerving To Avoid (Due To Wind, Slippery Surface, Vehicle, Object, Non-Motorist In Roadway, Etc)
15 Failure To Control
16 Vision Obstruction
17 Driver Inattention
18 Fatigue/Asleep
19 Operating Defective Equipment
20 Load Shifting/Falling/Spilling
21 Other Improper Action
22 Unknown

Non-Motorist
23 None
24 Improper Crossing
25 Darting
26 Lying And/Or Illegally In Roadway
27 Failure To Yield Right Of Way
28 Not Visible (Dark Clothing)
29 Inattentive
30 Failure To Obey Traffic Signs, Signals, Or Officer
31 Wrong Side Of The Road
32 Other
33 Unknown

Vehicle Defect

Code Only If '19' Selected Above

A: B:

01 Turn Signals
02 Head Lamps
03 Tail Lamps
04 Brakes
05 Steering
06 Tire Blowout
07 Worn Or Slick Tires
08 Trailer Equipment Defective
09 Motor Trouble
10 Disabled From Prior Crash
11 Other Defects

Sequence Of Events

A	B
20	20

Non-Collision
01 Overturn/Rollover
02 Fire/Explosion
03 Immersion
04 Jackknife
05 Cargo/Equipment Loss/Shift
06 Equipment Failure
07 Separation Of Units
08 Ran Off Road Right
09 Ran Off Road Left
10 Cross Median/Centerline
11 Downhill Runaway
12 Other Non-Collision
13 Unknown Non-Collision

Collision w/ Person, Vehicle, Or Object Not Fixed
14 Pedestrian
15 Pedalcycle
16 Railway Vehicle
17 Animal – Farm
18 Animal – Deer
19 Animal – Other
20 Motor Vehicle In Transport
21 Parked Motor Vehicle
22 Work Zone Maintenance Equipment
23 Other Movable Object
24 Unknown Movable Object

Collision With Fixed Object
25 Impact Attenuator/Crash Cushion
26 Bridge Overhead Structure
27 Bridge Pier Or Abutment
28 Bridge Parapet
29 Bridge Rail
30 Guardrail Face
31 Guardrail End
32 Median Barrier
33 Highway Traffic Sign Post
34 Overhead Sign Post
35 Light/Luminaire Support
36 Utility Pole
37 Other Post, Pole Or Support
38 Culvert
39 Curb
40 Ditch
41 Embankment
42 Fence
43 Mailbox
44 Tree
45 Other Fixed Object
46 Work Zone Maintenance Equipment
47 Unknown Fixed Object
48 Other
49 Unknown

First Harmful Event

1

Of the Sequence of Events – Which one is the First Harmful Event (1-4)

Most Harmful Event

1

Of the Sequence of events – Which one is the Most Harmful event (1-4)

Speed Detected

A: B:

1 Stated
2 Estimated Speed

Speed

A: B:

Posted Speed

A: B:

Traffic Control

A: 04 B: 04

01 No Controls
02 Stop Sign
03 Yield Sign
04 Traffic Signal
05 Traffic Flashers
06 School Zone
07 Railroad Crossbucks
08 Railroad Flashers
09 Railroad Gates
10 Construction Barricade
11 Police Officer
12 Pavement Markings
13 Crosswalk Lines
14 Walk/Don't Walk Signal
15 Traffic Control Device Inoperative, Missing, Obscured
16 Other

Direction

From	To	From	To
4	3	4	2

1 North
2 South
3 East
4 West
5 Northeast
6 Northwest
7 Southeast
8 Southwest
9 Unknown

Condition

A: 1 B: 1

1 Apparently Normal
2 Physical Impairment
3 Emotional
4 Illness
5 Fell Asleep, Fainted, Fatigued, Etc
6 Under The Influence Of Medications/Drugs/Alcohol
7 Other
8 Unknown

Alcohol/Drug Suspected

A: 1 B: 1

1 None
2 Yes – Alcohol Suspected
3 Yes – HBD Not Impaired
4 Yes – Drugs Suspected
5 Yes – Alcohol / Drugs Suspected
6 Unknown

Alcohol Test Status

A: 1 B: 1

1 None
2 Test Refused
3 Test Given, Contaminated Sample/Unusable
4 Test Given, Results Known
5 Test Given, Results Unknown
6 Unknown

Alcohol Test Type

A: 1 B: 1

1 None
2 Blood
3 Urine
4 Breath
6 Other

Alcohol Test Result

A:

B:

Drug Test Status

A: 1 B: 1

1 None
2 Test Refused
3 Test Given, Contaminated Sample/Unusable
4 Test Given, Results Known
5 Test Given, Results Unknown
6 Unknown

Drug Test Type

A: 1 B: 1

1 None
2 Blood
3 Urine
4 Other

Drug Test 1&2 Result

A		B	
1	1	1	1
1	2	1	2

1 None
2 Marijuana
3 Cocaine
4 Opiates
5 Amphetamines
6 PCP
7 Other
8 Unknown at Time Of Reporting

Type of Intersection

02

01 Not An Intersection
02 Four-Way Intersection
03 T-Intersection
04 Y-Intersection
05 Traffic Circle/Roundabout
06 Five-point, Or More
07 On Ramp
08 Off Ramp
09 Crossover
10 Driveway/Access
11 Railway Grade Crossing
12 Shared-Use Paths Or Trails
13 Unknown

Occurrence

1

1 On Roadway
2 On Shoulder
3 In Median
4 On Roadside
5 On Gore
6 Outside Trafficway
7 Unknown

Road Contour

1

1 Straight Level
2 Straight Grade
3 Curve Level
4 Curve Grade

Road Conditions

Primary	Secondary
01	

01 Dry
02 Wet
03 Snow
04 Ice
05 Sand, Mud, Dirt, Oil, Gravel
06 Water (Standing, Moving)
07 Slush
08 Debris**
09 Rut, Holes, Bumps, Uneven Pavement **
10 Other
11 Unknown

* *Secondary Road Conditions ONLY

Supplement * "X" if Yes

Local Report # *: 08-087006

Narrative

Unit 1 stated he was traveling east on Front St. (center Ln.) approaching Market St. when he stopped a few feet from the intersection and was struck by the trailer pulled by Unit 2. Unit 2 was attempting to turn left onto Market Street from Front St. Unit 2 stated he was traveling east on Front St. attempting to turn left onto Market St. when Unit 1 struck his trailer. Both Units stated they had a green light.

* Witness (Charlene Rotters) stated she observed Unit 2 driving eratic going east on Front St. and then she observed the trailer attached to Unit 2 strike Unit driver side. Witness stated Unit1 was stopped

Manner of Collision or Impact: 7
1 Not Collision Between Two Vehicles in Transport
2 Rear-End
3 Head-On
4 Rear-To-Rear
5 Backing
6 Angle
7 Sideswipe, Same Direction
8 Sideswipe, Opposite Direction
9 Unknown

School Bus Related: 1
1 No
2 Yes, Directly Involved
3 Yes, Indirectly Involved
4 Unknown

Work Zone Related: 1
1 No
2 Yes
3 Unknown

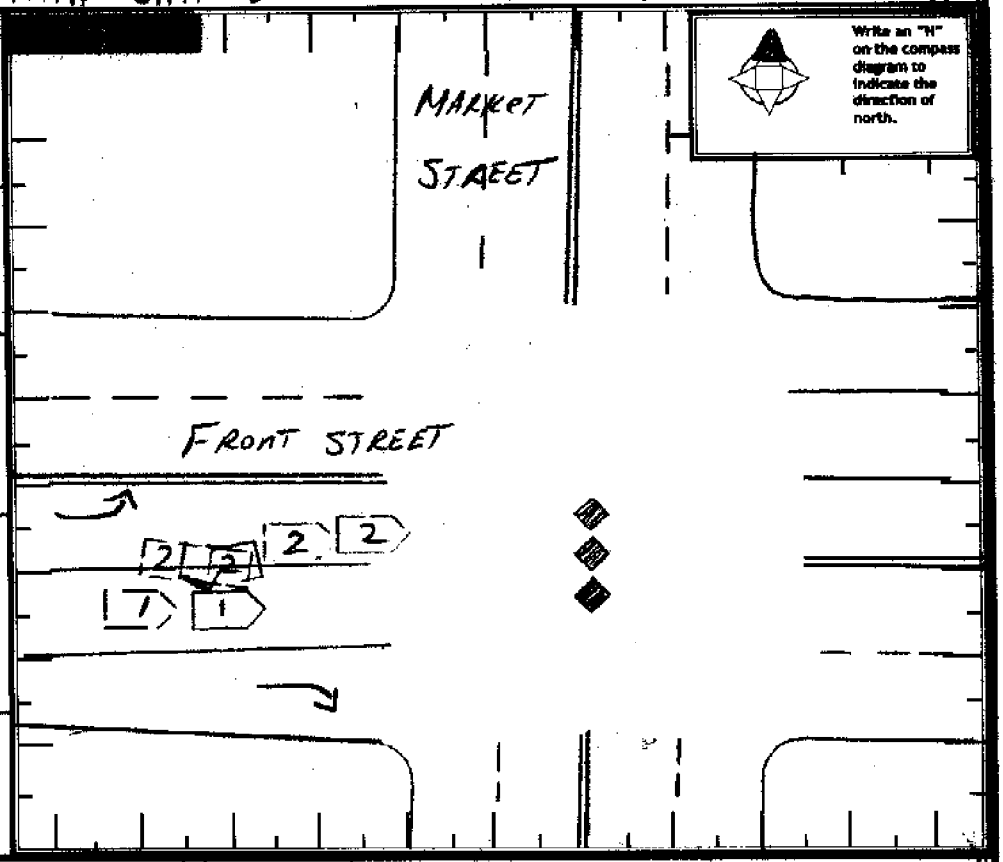
Type of Work Zone:
1 Lane Closure
2 Lane Shift/Crossover
3 Work On Shoulder Or Median
4 Intermittent/ Moving Work
5 Other

Location Of Crash In Work Zone:
1 Before First Work Zone Warning Sign
2 Advance Warning Area
3 Transition Area
4 Activity Area

Workers Present:
1 No
2 Yes
3 Unknown

Weather: 01
01 Clear
02 Cloudy
03 Fog, Smog, Smoke
04 Rain
05 Sleet, Hail (Freezing Rain Drizzle)
06 Snow
07 Severe Crosswinds
08 Blowing Sand,Soil, Dirt,Snow
09 Other
10 Unknown

Light Conditions: Primary 1 / Secondary
1 Daylight
2 Dawn
3 Dusk
4 Dark - Lighted Roadway
5 Dark -Not Lighted
6 Dark - Unknown Lighting
7 Glare
8 Other
9 Unknown



The Crash INVOLVED one or more of the following:
A truck (motor vehicle) with a GVWR more than 10,000 pounds; or
A truck (motor vehicle) with a hazardous materials placard; or
A bus designed for at least 8 persons, including driver.

AND

The crash RESULTED in one or more of the following:
A fatality; or
An injury requiring transportation for immediate medical treatment; or
At least one vehicle was towed due to disabling damage or required intervening assistance before proceeding under its own power.

Unit #

Company (From Shipping Papers)

Company Phone

Address (Street, City, St, Zip Code)

US DOT	ICC MC	PUCO	Trailer LP St.	Trailer LP Year	Trailer LP #	Placard #	# Dis.

Cargo Body Type:
01 Not Applicable
02 Bus (9-15 Including Driver)
03 Van/Enclosed Box
04 Grain/Chips/Gravel
05 Pole
06 Cargo Tank
07 Flatbed
08 Dump
09 Concrete Mixer
10 Auto Transporter
11 Garbage/Refuse
12 Other
13 Unknown

Weight (GVWR):
1 Less/Equal 10,000
2 10,001 - 26,000
3 More Than 26,000

CDL Class:
1 Class A
2 Class B
3 Class C
4 Class M
5 Class D

Hazardous Materials Placard:
1 No
2 Yes
3 Unknown

Hazardous Materials Released:
1 No
2 Yes
3 Not Applicable
4 Unknown

Date Crash Reported	Time Rec Call	Dispatch	Arrived	Cleared	Other	Total Minutes
12302008	1006	1018	1024	1230		126

Officer's Name*: S. Wilson

Badge # *: 997

Checked By: [signature]

Date Report Filed *: 12302008

Report Taken By: 1 (1 Police Agency, 2 Motorist)

Report Taken At: 1 (1 Scene, 2 Station, 3 Other)

Supplement "X" if Yes *:

Local Report # *: 08-087006

OHIO TRAFFIC CRASH REPORT

DIAGRAM / NARRATIVE CONTINUATION

OHIO DEPARTMENT OF PUBLIC SAFETY
EDUCATION • SERVICE • PROTECTION

DATE OF CRASH M 12 D 30 Y 08

REPORTING AGENCY Youngstown Police Dept.

CRASH LOCATION Front St. and Market St.

LOCAL REPORTING

Unit 2 Maroon Ford F-150 (EMQ-9827)
was pulling a 2007 Trailer (App4)
Comm Trailer (Ohio Registration: TPA 2489)
[illegible] damage to trailer
[illegible] Wilson

OHIO DEPARTMENT OF PUBLIC SAFETY
EDUCATION · SERVICE · PROTECTION

OHIO TRAFFIC CRASH REPORT
DIAGRAM / NARRATIVE CONTINUATION

OH-2

LOCAL REPORT NUMBER	REPORTING AGENCY	DATE OF CRASH
08- 087006	Youngstown Police Dept.	M 12 D 30 Y 08
IN COUNTY OF	CRASH LOCATION	
MAHONING	Front St. and Market St.	

Unit 2 a Maroon Ford F-150 (EMQ-9827)
was pulling a 2007 Trailer (Appl)
Comm Trailer (Ohio Registration: TPA 2489)
showing damage to trailer
observed by Officer S. Wilson

Enclosed with Reports is a Copy of
the paper that the witness (Charlene Rotters)
wrote her statement on.

OFFICER'S SIGNATURE	BADGE NUMBER
X Ptl. Sonia Wilson	997

HSY 7002 4/07

any cause to the parcels or their contents while in transit. You agree that carrier's liability for lost or damaged parcels is limited by the provisions in this PSO. You agree to all terms and conditions on this PSO, whether or not declared value is purchased. Driver may deliver parcel without a signature unless You request a signature on delivery and pay any applicable charge for such service. Carrier is not liable for loss or damage occurring after delivery.

4. We are not liable for carrier's failure to properly collect or remit funds for C.O.D parcels. You assume all risk if consignee's form of payment is accepted by the carrier. You must agree to one of these payment types when processing a C.O.D.: ___ Guarantee Funds or ___ Personal Funds. It will be processed as personal funds if you do not agree. You agree to accept all risk of nonpayment, insufficient funds and forgery and that We will not be liable under any instrument tendered for C.O.D. parcels.
5. We are not liable for carrier's failure to timely deliver. Any statement by Us to a probable date of delivery is only opinion and an estimate, and is not warranted in any manner. We are not liable for any consequential, incidental or punitive damages, or any loss or damage resulting from delays in shipping or delivery. In the event You make a Guaranteed Service Refund ("GSR") request to UPS, You agree to provide to UPS and authorize Us to provide to UPS Your name and address solely to be used by UPS to process the GSR request.
6. We are trained in packaging parcels and You acknowledge that packaging standards to withstand shock, vibration and compression have been explained by Us. Our responsibility for damage to items caused by improper packing by Us is limited by the Declared Value Terms & Conditions listed on this PSO. Items packed by You are covered for loss but may not be covered for damage.
7. If You or the consignee has a claim against the carrier or declared value (coverage) provider for loss or damage to Your parcel, You agree to make the claim through the location that shipped the parcel. You expressly agree that We have no liability if any claim is denied or paid only in part by the carrier or other declared value provider.
8. Shipments containing "food" (as defined in section 201 (f) of the Federal Food, Drug, and Cosmetic Act), will be accepted for transportation only according to the following terms and conditions. You assume all responsibility to establish and maintain all records required under 21 CFR Part 1 Subpart J §§ 1.326-1.363. In so doing, You assume the legal responsibility under 21 CFR § 1.363 for establishing and/or maintaining records that would otherwise be required to be maintained by Us. You agree your records will comply with 21 CFR § 1.352 and identify the immediate recipient of the transported food; the origin and destination points of shipment; the date the shipment is received and the date released; the number of packages shipped; a description of the freight describing the type of food received and released; and the route of movement. You agree expressly to make all records required by 21 CFR § 1.352 available to FDA as required by 21 CFR § 1.361. You commit, and recognize that it is Your responsibility, to ensure that all such records are maintained consistent with the record retention and availability requirements provided in 21 CFR § 1.360 and 1.363. You agree that within 45 days of the date of shipment, You will obtain or request from Us any information needed from Us to satisfy these responsibilities. You recognize that these obligations with respect to establishing and maintaining records cannot be terminated.
9. Neither We nor Mail Boxes Etc., Inc. ("MBE") is responsible for interruptions to or failures of electronic processes, including transmissions of shipping order information.
10. Declared Value Terms & Conditions. Declared value coverage will be available only if You have complied with all Declared Value Terms & Conditions. For an additional fee We will obtain declared value coverage for Your shipment through the carrier designated on this PSO. We surcharge the cost of this product. You expressly acknowledge that the value of each parcel does not exceed the amount You listed below as Declared Value and stated on the transaction receipt. If no amount is specified, You agree that the value of the parcel(s) shall not exceed $100. If You refuse additional declared value coverage for items of greater value than $100, You will be limited to a maximum declared value coverage of $100. Each declared value provider designates monetary limits coverage. The declared value terms and conditions of the various carriers are located in the carrier service guide for coverage provided by the carriers and are also available at this location upon request. Consult the applicable Declared Value Terms & Conditions and terms of coverage for further information.
11. Limitations of Liability. Our liability, the carrier's liability for loss or damage to Your parcel is limited to Your actual damages or $100, whichever is less, unless you declare and pay for a higher authorized value. Declared value coverage is not available for items of sentimental value, precious metals, negotiable instruments, or prohibited items. The limit of liability for a parcel containing a check or checks is limited to the stop payment and check(s) reissuance cost, not to exceed $100 per parcel. UPS's liability for a parcel containing a phone card, gift certificate or gift card is limited to the replacement cost of the physical card not to exceed $100 per parcel. In no event shall We or UPS be liable for the face value of any check(s), phone card, gift certificate or gift card. Limitations of liability can be found in the carrier's service guide or tariff.
12. Filing a claim. Any and all claims must be in writing and received by Us within the carrier's required time frame. Claims not made within the prescribed time frame are waived and will not be paid. Any and all claims are waived if the consignee accepts the parcel without noting damage on the delivery record. For all damage claims, the original packaging materials must be made available for carriers inspection, and the claim supported by the shipping documents including but not limited to this PSO, a copy of the receipt and proof of declared value.
13. Filing a UPS GSR request. In the event of a service failure You must contact Us at the location that shipped the parcel within UPS's 15 calendar day notification period.
14. We are independently owned and operated by licensed franchisees of MBE. You acknowledge and agree that MBE is not liable for Our acts or omissions.
15. This PSO constitutes the entire agreement between You and Us, and supersedes all prior, subsequent and/or contemporaneous representations, written or oral.

Please list contents:

Package 1_____ Declared Value $_____ Package 3_____ Declared Value $_____

Package 2_____ Declared Value $_____ Package 4_____ Declared Value $_____

750081106

Witness Rec'd by
Chae Robins Fed Ex
Marron Truck 330 881-3117
at Hulit

08-087006 OH-1

12-30-2008

S. Wilson #497