



# MAXIMUM RATES AND RULES for the TRANSPORTATION OF USED PROPERTY

Namely: Household Goods and Personal Effects
Over the Public Highways within the
State of California

by

**HOUSEHOLD MOVERS** 

Effective: January 1, 2023

# BUREAU OF HOUSEHOLD GOODS AND SERVICES Department of Consumer Affairs State of California

If you have questions about the information in this document, please contact the Bureau of Household Goods and Services at 4244 South Market Court, Suite D, Sacramento, CA 95834; telephone: (916) 999-2041; or visit our website: <a href="www.bhgs.dca.ca.gov">www.bhgs.dca.ca.gov</a>.

#### **EXPLANATION OF SYMBOLS**

- \* Text Added
- \*\* Text Eliminated
- <sup>Ø</sup> Text Change♦ Rate Increase

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### ITEM 4 DEFINITION OF TECHNICAL TERMS

BUREAU means the Bureau of Household Goods and Services.

CARRIER means a household mover, as defined in the Household Movers Act.

COMPONENT PART means any part of a shipment separately received by the mover whether or not such part is separately delivered by the mover, and any part of a shipment separately delivered by the mover whether or not such part is separately received by the mover.

CONSIGNEE means the person named in the bill of lading to whom or to whose order the household mover is required to make delivery as provided in the bill of lading and that person's agent.

CONSIGNOR means the person named in the bill of lading as the person from whom the household goods and personal effects have been received for shipment and that person's agent.

CREDIT CARD means a card defined in Section 484(d) of the Penal Code of the State of California, other than a card issued by the mover, including bank credit cards and cards issued by major credit card companies.

DEBTOR means the person(s) and/or corporation(s) obligated to pay a freight charge of a mover.

DISTANCE TABLE means Distance Table 8 issued by the Bureau of Household Goods and Services, or successive issues, thereof, or any other distance table authorized by the Bureau for use in connection with rates provided in this Tariff.

ELECTRONIC DOCUMENTS means electronic versions of any and all documents and forms required by this Tariff and/or the Household Movers Act, in lieu of paper documents.

ELECTRONIC MEANS is the transmission of electronic documents from mover to shipper, or from shipper to mover, through electronic means such as e-mail.

ELECTRONIC RECORDS means electronic copies of any and all documents, whether electronic or paper in origin, saved by the mover in an electronic format.

ELECTRONIC RETENTION means an electronic storage method used by any mover to save electronic copies of any and all documents, whether electronic or paper in origin, in an electronic format in lieu of paper records.

### ITEM 4 (Continued) DEFINITION OF TECHNICAL TERMS

ELECTRONIC SIGNATURE means a method of signing an electronic communication that:

- (1) identifies and authenticates a particular mover as the source of the electronic communication;
- (2) identifies and authenticates a particular shipper as the recipient of the electronic communication; and
- (3) indicates such shipper's approval of the information contained in the electronic communication.

ESTIMATED COST OF SERVICES means a written document prepared by the mover and furnished to the shipper, which shows the total cost estimated by the mover for the services as described thereon.

HOUSEHOLD MOVERS ACT means Chapter 3.1 (commencing with Section 19225) of Division 8 of the Business and Professions Code.

IMAGE CAPTURE TECHNOLOGY means an electronic method of copying a paper document, such as scanning, that electronically reproduces an exact and accurate image of the paper document.

INDEPENDENT-CONTRACTOR SUBHAULER means any mover who renders service for a principal mover, for a specific recompense, for a specific result, under the control of the principal mover as to the result of the work only and not as to the means by which such result is accomplished.

MAXIMUM FIXED RATE means any specific rate named in this Tariff. Movers may not charge a higher rate than a maximum fixed rate, except under the rules in Item 108 (Estimated Cost of Services).

MOTOR VEHICLE means any motor truck, tractor or other self-propelled highway vehicle used for transportation of property over the public highways, and any trailer, semi-trailer, dolly or other vehicle drawn thereby.

MOVER means a household mover as defined in the Household Movers Act.

NOT TO EXCEED PRICE means the maximum charge that may be assessed on a shipment, as enumerated on the Agreement for Moving Services, and as entered on the Important Notice about Your Move, subject to any bona fide Change Order for Services.

### ITEM 4 (Continued) DEFINITION OF TECHNICAL TERMS

PACKING means any accessorial service performed in preparing a shipment (or portion thereof), prior to loading, except services for which rates and charges are otherwise provided in this Tariff.

POINT OF DESTINATION means the precise location at which property is tendered for physical delivery into the custody of the consignee or his agent. All locations shall be considered as one point of destination, which are within a radius of:

- (a) 50 feet from a single point, or
- (b) 300 feet from a single point on a single piece of property of a single consignee.

POINT OF ORIGIN means the precise location at which property is physically delivered by the consignor or his agent into the custody of the mover for transportation. All locations shall be considered as one point of origin, which is within a radius of:

- (a) 50 feet from a single point, or
- (b) 300 feet from a single point on a single piece of property of a single consignor.

PUC means the Public Utilities Commission.

RATE means any unit charge for service including the rating, governing rules, and the accessorial charges applying in connection with that service.

SHIPMENT means a quantity of property tendered for transportation to one mover, at a time, on one shipping document by:

- (a) One shipper at one point of origin for one consignee at one point of destination;
- (b) One shipper at more than one point of origin (or more than one shipper at one or more points of origin) for one consignee or one point of destination (Split Pickup);
- (c) One shipper at one point of origin for one consignee at more than one point of destination (or for more than one consignee at one or more points of destination) (Split Delivery);
- (d) One shipper at more than one point of origin (or more than one shipper at one or more points of destination) (Split Pickup and Delivery in Combination); or
- (e) One or more shippers in a manner described in subparagraphs (a), (b), or (c) above to and from one point of storage-in-transit, except as provided in NOTE 1 of Item 160.

SHIPPER means the party who contracts with a mover to cause property to be moved from one place to another.

### ITEM 4 (Concluded) DEFINITION OF TECHNICAL TERMS

STORAGE-IN-TRANSIT means storage of a shipment at request of consignor or consignee at one point between point(s) of origin and point(s) of destination for a period not to exceed 90 days.

TERRITORY means one of the territories described in Section 2.

UNIT OF EQUIPMENT means one or more motor vehicles physically connected to form a complete unit.

UNPACKING means any accessorial service performed in connection with delivery of a shipment (or portion thereof), subsequent to unloading, except services for which rates and charges are otherwise provided in this Tariff.

### ITEM 8 APPLICATION OF TARIFF – MOVERS

- Rates in this Tariff are maximum fixed rates, established pursuant to the Household Movers Act. They apply for the transportation of commodities described in Item 12 (Application of Tariff – Commodities) by household movers.
- The rates and rules named in this Tariff shall not apply to transportation by independent-contractor subhaulers when such transportation is performed for other movers. This exception shall not be construed to exempt from the Tariff provisions movers for whom the independent contractors are performing transportation services (see NOTE).

NOTE: INDEPENDENT-CONTRACTOR SUBHAULER means any mover who renders service for a principal mover, for a specific recompense, for a specific result, under the control of the principal mover as to the result of the work only and not as to the means by which such result is accomplished.

# ITEM 10 ELECTRONIC DOCUMENTS, ELECTRONIC SIGNATURES, ELECTRONIC RETENTION OF DOCUMENTS AND ELECTRONIC RECORDS

- 1. <u>Electronic Documents and Electronic Signatures</u>
  - (a) Use of "electronic documents" and "electronic signatures" as defined in Item 4 of this Tariff ("Definition of Technical Terms") by the mover and shipper is optional. Both the mover and the shipper must agree to the use of electronic documents and electronic signatures in lieu of using traditional paper methods.

## ITEM 10 (Continued) ELECTRONIC DOCUMENTS, ELECTRONIC SIGNATURES, ELECTRONIC RETENTION OF DOCUMENTS AND ELECTRONIC RECORDS

- (b) Electronic documents that have been created as the result of using image capture technology such as scanning to copy an original paper document with a verifiable signature shall meet the requirements of the Household Movers Act (including Business and Professions Code section 19246) and the requirements of any and all items in this Tariff that require a signature.
- (c) If an existing law or existing rule in this Tariff in effect prior to this rule requires a document to include verification or acknowledgment of receipt by shipper, mover, and/or both, an electronic document may be used only if it provides for electronic verification or acknowledgment of receipt such as an electronic signature.
- (d) A shipper has the option and right to withdraw his or her consent to conduct business with the shipper by electronic means provided the shipper gives written notice to the mover of his or her withdrawal prior to the shipper signing the "Agreement for Moving Services" (Item 450) between mover and shipper. Movers are prohibited from charging a shipper a fee in the event of such withdrawal.
- (e) A shipper has the right to request traditional paper copies of any and all electronic documents related to shipper's business with mover at any time, not to exceed a period of three years from the shipment date, and mover shall provide paper copies to the shipper without charge either in person at mover's place of business, or through fax or U.S. mail within two (2) business days of shipper's request.
- (f) In the event that a modification needs to be made to any electronic document provided by the mover to the shipper, including those that required an electronic signature by the shipper or the mover or both, the mover shall obtain an original electronic signature from the shipper acknowledging each modification and shall specify the date of modification on the face of the electronic document.

#### 2. Electronic Retention of Documents and Electronic Records

- (a) Any mover may, at his or her option, maintain and retain any and all documents, whether electronic or paper in origin, in an electronic format thereby creating electronic records in lieu of paper records. For example, a mover may save electronic copies of electronic documents, and/or copies of paper documents converted into electronic documents through image capture technology such as scanning, in an electronic format thereby creating electronic records.
- (b) A mover's use of electronic records shall be deemed to comply with the document retention requirements set forth in the Household Movers Act.
- (c) Any mover may use an electronic method of copying a paper document, such as scanning or other image capture technology, provided such electronic method

# ITEM 10 (Continued) ELECTRONIC DOCUMENTS, ELECTRONIC SIGNATURES, ELECTRONIC RETENTION OF DOCUMENTS AND ELECTRONIC RECORDS

produces an exact and accurate copy of the paper document for the purposes of electronic retention.

- (d) Any mover is prohibited from unilaterally modifying the content of any paper document that is copied into an electronic document. For example, a mover is prohibited from typing information contained in a paper document into an electronic document, as opposed to scanning the paper document, thereby creating a new electronic document.
- (e) Upon demand by the Bureau of Household Goods and Services (Bureau), as specified in the Household Movers Act, including but not limited to Business and Professions Code section 19260.2, a mover shall be able to access its electronic records and provide the Bureau with accurate copies of any and all electronic documents within a reasonable amount of time specified by the Bureau. Such electronic documents shall be produced either electronically or in paper form, or both, depending upon the Bureau's request.
- (f) A mover's inability to access its electronic records and to provide the Bureau with accurate copies within a reasonable amount of time, as specified by the Bureau, may constitute a violation of section 19260.2 of the Household Movers Act, this item, and Item 88 of this Tariff and subject the mover to a fine imposed by the Bureau.
- (g) Any mover may use electronic means to provide a shipper with an electronic copy of Item 450, "Agreement for Moving Services," and shall specify therein the "Not to Exceed Price" for all services. Both movers and shippers are authorized to use electronic signatures to sign Item 450.
- (h) Any mover may use electronic means to provide a shipper with an electronic copy of Item 465, "Important Notice about Your Move," and shall specify therein the "Not to Exceed Price" for all services. Both movers and shippers are authorized to use electronic signatures to sign Item 465.

#### 3. Legal Effect

- (a) Nothing in Item 10 revokes and/or cancels any law, rule, or regulation, set forth in the Household Movers Act and/or in this Tariff, or in any other law, statute, rule or regulation applicable to movers.
- (b) Any and all electronic documents, electronic signatures, and electronic records shall have the same legal effect, validity, and enforceability as traditional paper documents.
- (c) Electronic forms, electronic documents, and electronic records must serve the same purpose and fulfill the same function as their traditional paper counterpart.

# ITEM 10 (Concluded) ELECTRONIC DOCUMENTS, ELECTRONIC SIGNATURES, ELECTRONIC RETENTION OF DOCUMENTS AND ELECTRONIC RECORDS

- (d) Incomplete electronic forms and/or documents that lack a required electronic signature/s by mover, shipper, or both, shall not be legally valid.
- (e) An electronic signature shall not be valid if a shipper only has access to an excerpt or summary at the time he or she signs the electronic form and/or document.
- (f) Pursuant to Business and Professions Code section 19275(c), any mover that fails to comply with any of the requirements set forth in Item 10 of this Tariff may be subject to a fine by the Bureau.

### ITEM 12 APPLICATION OF TARIFF – COMMODITIES

- 1. Except as otherwise provided by paragraph 2, rates in this Tariff apply to transportation of the following used property:
  - (a) Household goods, namely: household or personal effects such as furniture, furnishings, clothing, radios, musical instruments, stoves, and refrigerators.
- 2. Rates in this Tariff shall not apply to the following:
  - (a) Office and store fixtures and equipment, namely: furniture, furnishings and equipment such as are used in an office, store, hospital, library, museum, place of learning or other institution.
  - (b) Property transported from, to, or between the place or places of business of a dealer in or auctioneer of the property described in paragraph 1 hereof, in connection with such a business.
  - (c) Property of the United States, state, county, or municipal governments or property transported under an agreement whereby the governments contracted for the mover's service.
  - (d) Baggage, except when transported in mixed shipments under the provisions of Item 56 (Mixed Shipments).
  - (e) Property shipped to or from producers of motion pictures or television shows when transported subject to the rates, rules and regulations provided by Public Utilities Commission Decision 33226, in Cases 4246 and 4434, as amended.
  - (f) Property transported for a displaced person when the cost thereof is borne by a public entity as provided in Government Code section 7262.

### ITEM 12 (Concluded) APPLICATION OF TARIFF – COMMODITIES

- (g) Disaster supplies, i.e. those commodities which are allocated to provide relief during a state of extreme emergency or state of disaster; and those commodities which are transported for a civil defense or disaster organization established and functioning in accordance with the <u>California Disaster Assistance Act</u>, to ultimate point of storage or use, prior to or during a state of disaster or state of extreme emergency.
- (h) Contents of trailer coaches and campers, or furniture and other personal effects for use outside of trailer coaches, when transported in conjunction with such vehicles.

### ITEM 16 APPLICATION OF RATES

- 1. The rates provided in Item 310 (Distance Rates), Item 320 (Hourly Rates), and Item 330 (Distance Piece Rates) are for the transportation of shipments from point of origin to point of destination; except that Items 310 and 330 do not apply for transportation to or from storage or storage-in-transit. The rates in Item 390 (Transportation To Or From Storage) and Item 320 (Hourly Rates) are for transportation of shipments from point of origin to point of storage or storage-in-transit; or from point of storage or storage-in-transit to point of destination. These rates include pickup and delivery, subject to Item 140 (Flight and Long Carry Rates).
  - (a) For transportation of shipments for distances of 100 miles or less, the distance rates (Item 310 or 390) or hourly rates (Item 320) apply subject to Items 28 (Observance of Quoted Rates and Charges) and 128 ("Agreement for Moving Services").
  - (b) For the transportation of shipments for distances in excess of 100 miles, the distance rates (Item 310 or 390) shall apply, subject to Item 20 (Alternative Application of Rates).
- 2. The rates provided in Item 340 shall apply for the accessorial services of packing, unpacking and sale of containers.
- 3. The rates provided in Item 136 shall apply for the valuation of all shipments.
- 4. The unit(s) of measurement specified and agreed to in the "Agreement for Moving Services" shall govern the application of rates for the shipment.

### ITEM 20 ALTERNATIVE APPLICATION OF RATES

In the event two or more rates are named for the same transportation, the lower rate shall apply as the maximum rate, subject to Item 16 (Application of Rates).

### ITEM 24 LEVELS OF RATES QUOTED AND ASSESSED

1. Rates published in this Tariff are maximum fixed rates. Movers may quote and assess levels of rates lower than these published maximum fixed rates (see NOTE).

NOTE: The provisions of paragraph 1 of this item shall not apply to the rate provisions contained in the following parts of this Tariff:

- Item 32 (Disposition of Fractions).
- Paragraph 5 of Item 36 (Computation of Time under the Hourly Rates Named in Item 320).
- Paragraph 9(e) of Item 88 (Relationships with the Public).
- Item 92 (Claims for Loss and Damage).
- Paragraph 4 of Item 100 (Delays in Pickup or Delivery).
- Note 3 of Item 140 (Flight and Long Carry Rates).
- Paragraph 1 and Note 2 of Item 160 (Storage-In-Transit).

### ITEM 28 OBSERVANCE OF QUOTED RATES AND CHARGES

- 1. When an "Estimated Cost of Services" (Estimate) is given, the maximum charges shall be determined under provisions of Items 108, 112, 116, and 120.
- 2. When an Estimate is not given, the maximum charge shall be the lower of:
  - (a) The Not to Exceed Price listed in the "Agreement for Moving Services" (Agreement), plus any charges for services noted on a "Change Order for Services" (Change Order) completed in accordance with Item 120 and after the Agreement is signed.
  - (b) The charges as calculated on the basis of the rates and charges specified in the Agreement, plus any charges for services noted on a Change Order completed in accordance with Item 120 after the Agreement is signed.

### ITEM 28 (Concluded) OBSERVANCE OF QUOTED RATES AND CHARGES

- 3. If mover fails to issue an Agreement in accordance with Item 128, or if such document is issued but does not contain the information specified in subparagraph (a) and (b), rates utilized in determining the charges for service not described or for rates not quoted shall be 65 percent of the maximum fixed rates published in this Tariff. If the Agreement does not contain the information specified in subparagraph (c), (d), or (e), rates utilized in determining the charges for all transportation and accessorial services performed shall be the lowest of: (1) 65 percent of the maximum fixed rates published in this Tariff; (2) rates quoted in the Estimate; or (3) rates quoted in the Agreement (see EXCEPTION).
  - (a) A description of transportation and accessorial services ordered to be undertaken.
  - (b) Rates quoted for the services so described.
  - (c) Not to Exceed Price for all services described.
  - (d) Signature of shipper.
  - (e) Signature of mover.

EXCEPTION: If it is determined that a mover advertises or regularly charges rates lower than 65 percent of the maximum fixed rates published in this Tariff, then the mover's advertised or regularly-charged rate level shall be used in determining the charges applicable pursuant to this paragraph.

### ITEM 32 DISPOSITION OF FRACTIONS

In computing a rate based on a percentage of another rate, the following rule shall be observed in the disposition of fractions.

- (a) Fractions of less than  $\frac{1}{2}$  or .50 of a cent, omit.
- (b) Fractions of  $\frac{1}{2}$  or .50 of a cent or greater, increase to the next whole figure.

# ITEM 36 COMPUTATION OF TIME UNDER THE HOURLY RATES NAMED IN ITEMS 320 AND 340

1. In computing charges accruing under the hourly rates contained in Item 320, the time used shall be the total of loading, unloading and double the driving time from point of origin to point of destination, subject to EXCEPTIONS 1 through 3.

EXCEPTION 1 – When the mover is required to perform more than one trip between origin and destination, the time used shall be the total of loading and unloading time, to which will be added double driving time for the first trip from origin to destination and actual driving time for all additional trips between origin and destination for each motor vehicle furnished by mover.

EXCEPTION 2 – When two or more shipments are transported on a unit of equipment at the same time, the time used shall be the total of loading and unloading time plus 25 minutes total driving time for each shipment.

EXCEPTION 3 – When a split pickup, split delivery, or split pickup and split delivery in combination is performed, the time used shall be computed in accordance with the provisions of Items 148, 152, or 156, respectively.

- 2. When the shipper requests the service of an additional helper or helpers to assist in loading or unloading, but not both, the charge shall be determined by applying the rate per person per hour provided in Item 320 for additional helpers(s) to both the time helper or helpers are engaged in performing these services and double the travel time required for helper(s) to travel from mover's place of business to point of loading or unloading.
- 3. When two or more units of equipment are furnished for transportation of a single shipment and the driver and/or helper(s) of any one unit assist in loading and unloading another unit, the time such persons are so engaged shall be charged for at the rate provided in Item 320 for additional helpers. During any such interval, time shall not accrue for the unit or units of equipment not being loaded or unloaded.
- 4. When packing and/or unpacking service is provided on hourly moves, the time actually spent packing or unpacking or both shall be recorded on the shipping document in accordance with paragraph 5 of this item. Rates for packing and unpacking shall be no higher than those provided in Item 340. When packing and unpacking is performed at hourly rates, time shall be the total time actually spent packing or unpacking or both.

# ITEM 36 (Concluded) COMPUTATION OF TIME UNDER THE HOURLY RATES NAMED IN ITEMS 320 AND 340

5. A mover's shipping documents shall contain a legible record of all starting and ending times, accurate to the minute, for each phase of service rendered under the provisions of paragraphs 1, 2, 3 and 4 hereof. Such times shall be totaled and the sum converted into hours and/or fractions thereof. Fractions of an hour shall be determined in accordance with the following table:

	Minutes Fracti	onal Hour
<u>Over</u>	b <u>ut Not Over</u>	
0	· 7	Omit
7	22	1/4
-		
37	52	<sup>3</sup> / <sub>4</sub>
-	60	

### ITEM 40 COMPUTATION OF DISTANCES

Distances to be used in connection with distance rates provided herein shall be the shortest mileage via any public highway route, computed in accordance with the method provided in the Distance Table or by using a global positioning system (GPS) navigation tool or platform.

### ITEM 44 UNITS OF MEASUREMENT TO BE OBSERVED

Rates and charges shall not be quoted or assessed by movers based upon a unit of measurement different from that in which the rates and charges of this Tariff are stated.

### ITEM 52 SHIPMENTS TO BE RATED SEPARATELY

Each shipment shall be rated separately. Shipments shall not be consolidated or combined by the mover.

NOTE: Component parts of a shipment may be combined under the provisions of Items 148 (Split Pickup), 152 (Split Delivery), or 156 (Split Pickup and Split Delivery Combination).

### ITEM 56 MIXED SHIPMENTS

When one or more commodities for which rates are not provided in this Tariff are included in the same shipment with commodities for which rates are herein provided, the rate or rates applicable to the entire shipment may be determined as though all of the commodities were ratable under the provisions of this Tariff at the combined weight of the mixed shipment; or the commodities for which rates are provided in this Tariff may be transported at the applicable rates provided herein and the commodities for which rates are not provided herein may be transported at the rates provided in other Tariffs or at rates which might be otherwise applicable, provided separate weights or other authorized units of measurement are furnished or obtained. In the event the latter basis is used, rates no higher than those provided in this Tariff shall apply to the entire shipment.

### ITEM 60 ◆ DIVERTED SHIPMENTS

- 1. When shipper or shipper's representative specifically requests a change in destination routing of a shipment after transportation commences, the shipment will be considered to be a diverted shipment.
- 2. Charges for a diverted shipment transported under the distance rates in Item 310 shall be computed at the applicable rate in effect on the date of shipment from point of origin via each point where diversion occurs to final destination, plus a maximum additional charge of \$65.05 for each diversion.

### ITEM 64 SHIPMENTS TRANSPORTED BY TWO OR MORE MOVERS

When a shipment in continuous through movement is transported by two or more movers, the rate level authorized in paragraph 1 of Item 24 from point of origin to point of destination shall be the maximum fixed rate level for the combined transportation. A shipment moving at a Bureau of Household Goods and Services authorized deviated rate level shall be transported from point of origin to point of destination only by the individual mover so authorized to quote and assess such rate level (see EXCEPTION).

EXCEPTION – For the purposes of this item, independent contractor subhaulers shall not be considered as separate mover.

### ITEM 68 CHARGES COLLECTED BY ONE MOVER FOR ANOTHER

When charges are collected by one mover for another, a detailed statement of the charges shall be furnished to the collecting mover by the mover for which collection is to be made. Such statement shall be presented to the shipper with the freight bill submitted for payment.

### ITEM 72 PAYMENT OF COMMISSIONS

Except where prohibited by law, commissions not to exceed five (5) percent of transportation charges may be paid by movers to persons or corporations not operating as for-hire movers of used household goods and other articles, as described in and for which rates are provided in this Tariff (see EXCEPTION).

EXCEPTION: Movers shall not pay commissions to a shipper, consignee, nor to the employer thereof or the payer of the transportation charges.

### ITEM 76 REFERENCES TO ITEMS, OTHER TARIFFS, AND OTHER DOCUMENTS

Unless otherwise provided, references herein to Bureau regulations, PUC General Orders or item numbers in this or other tariffs include amendments and successive issues of such items or documents.

### ITEM 80 WEIGHTS AND WEIGHING

- 1. The weight to be used in assessing charges stated on a weight basis shall be the weight of property tendered for transportation. Such weight shall not include the weight of pads, empty containers, dollies, hand trucks or other mover equipment.
- 2. Prior to delivery and unloading of a shipment transported under distance rates contained in Item 310 or 390, the mover shall arrange to determine the weight of such shipment by obtaining a weighmaster's certificate or weight ticket. On shipments estimated as weighing less than 1,000 pounds, the mover may have the shipment weighed over platform or hand scales in lieu of obtaining a weighmaster's certificate, provided a written statement of weight signed by the weigher is obtained.
- 3. No charge shall be made for such weigh service.

### ITEM 80 (Concluded) ♦ WEIGHTS AND WEIGHING

- 4. In instances where more than one weigh-master's certificate or weight ticket has been obtained covering the same shipment, the lowest of the net scale weights shall be used in computing the applicable charges.
- 5. The mover, upon request of shipper, owner, or consignee, when made prior to delivery of a shipment and when practicable to do so, will reweigh the shipment. No charge will be made if the difference between the two net scale weights exceeds 100 pounds on shipments weighing 5,000 pounds or less or exceeds two (2) percent of the lower net scale weights on shipments weighing more than 5,000 pounds. The lower of the two net scale weights shall be used for determining applicable charges. If the difference between the two net scale weights is less than stated above, an additional charge of up to \$55.85 may be assessed for each such re-weighing service requested.
- 6. When requested by the shipper, the mover will notify shipper by telephone, email, or fax (as requested) of weight and/or charges.

### ITEM 84 NOTIFICATION TO SHIPPER OF CHARGES

Whenever the shipper specifically requests notification of the actual weight and charges on a shipment rated under distance rates in Item 310 or 390 and supplies the mover with an address, telephone, email address, or fax number, the mover shall comply with such request immediately upon determining the actual weight and charges.

### ITEM 88 RELATIONSHIPS WITH THE PUBLIC

- 1. Any mover doing business under one or more fictitious names shall, with respect to each fictitious name, comply with Business and Professions Code of California, Chapter 5, Part 3, Division 7, entitled, "Fictitious business names". To show compliance, the mover shall file with the Bureau certified copies of fictitious business name statements and affidavits of publication required to be filed with the county clerk for mover's principal place of business.
- 2. Upon abandonment of fictitious business name, any mover doing business under one or more fictitious names shall file with the Bureau a statement of abandonment of fictitious business name.

### ITEM 88 (Continued) RELATIONSHIPS WITH THE PUBLIC

- 3. Movers shall show the following information on their stationery, shipping documents, and related forms:
  - (a) All names, both real and fictitious, used by the mover in conducting its operations.
  - (b) The address of its principal place of business, designated as such, and of such local offices as may be desired where business with the public is conducted.
  - (c) Identification of the name under which the particular transportation is performed where more than one name is listed.
  - (d) The mover's Bureau issued number (CAL-T\_\_\_\_\_).
- 4. The mover's books of account shall separately show the revenues derived from operations conducted under each name used by mover.
- 5. Movers listing more than one name in the classified section of a telephone or online directory shall cross-reference each name to all other names listed.
- 6. Movers shall not advertise rates in any telephone or online directory.
- 7. Printed advertising matter, including hand bills, newspaper advertising, classified telephone directory listings, and advertisements which advertise or solicit the intrastate movement of used household goods shall show the household mover's "T" number as issued by the Bureau. The number shall be printed in this manner: "CAL-T"."
- 8. Movers shall not, in any manner, misrepresent their rates nor the scope of services offered to the public. Specifically, movers shall:
  - (a) Not advertise or otherwise represent themselves under any name different from that under which their effective permits are issued by the Bureau.
    - EXCEPTION: Movers who are duly authorized agents for other movers, as defined herein, or motor carriers operating in interstate commerce under federal jurisdiction, may advertise and represent themselves as such an agent.
  - (b) Make it clear to the customer whether the mover is acting on its own authority or as an agent for another mover.
  - (c) Not advertise or otherwise represent that the mover's operations are conducted at addresses or locations where the mover or its duly authorized agent does not maintain a place of business. The location of a telephone answering service is not "a place of business" as such term is used in this item.

### ITEM 88 (Continued) RELATIONSHIPS WITH THE PUBLIC

- (d) Not include misleading descriptions or displays of nonexistent facilities or equipment in any advertising.
- (e) Not willfully quote or estimate a lower rate or charge knowing the actual rate or charges will be more than the quote or estimate.
- 9. Movers shall furnish to each prospective shipper a copy of the information specified in Item 470 of this Tariff, the Important Information for Persons Moving Household Goods booklet. The format may be that which the individual mover finds most convenient. If the shipper received, from any source, all information contained in Item 470 in a readable form, this item's requirements will have been met (see NOTES 1 and 2).
  - (a) This informational material shall be furnished to the prospective shipper at time of first in-person contact between mover's personnel and the shipper or shipper's representative or when the "Agreement for Moving Services" (Agreement) is given to the shipper.
  - (b) If a move is arranged and confirmed by mail, the internet, or telephone, and no in-person contact with the prospective shipper is made prior to the day of the move, the mover shall provide the prospective shipper with a copy of the informational material set forth in Item 465 of this Tariff prior to moving day by email with an electronic copy of the Agreement (Item 450) attached. If sufficient time remains, the mover may send the informational material with a paper copy of the Agreement by regular mail. Attaching an electronic link to a website with the informational material or the Agreement is prohibited and does not comply with this item.
  - (c) The mover performing the move must obtain the shipper's signature on the Agreement before the move begins that the shipper has received the informational material from the mover or another source.
  - (d) All receipts for the information shall be retained in the mover's records for a period of three years and shall include name of shipper, carrier bill of lading number, date and signature of shipper (see NOTE 1).
  - (e) Any mover performing transportation of goods described in Item 12 who has not complied with paragraph 9 of Item 88 in its entirety shall pay the shipper \$100 upon completion of the move.
- 10. Movers shall follow all applicable rules set forth in Item 10 regarding the use of electronic documents, electronic signatures, and electronic document retention.

NOTE 1: For the purpose of this item, the prospective shipper is the owner of the tendered used household goods, regardless of who pays the freight charges.

### ITEM 88 (Concluded) RELATIONSHIPS WITH THE PUBLIC

NOTE 2: For multiple or repeat shippers, a Master Agreement may be used to cover all moves for that shipper rather than individual Agreements for each move. Such Master Agreement must accomplish the purpose of this Tariff, not violate the intent of the Tariff, and shipping documents must reference the Master Agreement where appropriate.

#### ITEM 92 CLAIMS FOR LOSS AND DAMAGE

#### 1. Written Claims Required

A claim for loss or damage need not be voluntarily paid by a mover unless filed in writing as provided in paragraph 2 below. The claim must be filed with either the receiving or delivering mover, mover issuing the shipping document, or mover on whose line the alleged loss or damage occurred. The claim must be filed within the specified time limits established in paragraph 14 and as otherwise required by law, the term of the shipping document or other contract of carriage, and all applicable Tariff provisions.

#### 2. Minimum Filing Requirements

A written communication from a claimant filed with a mover within the time limits specified in paragraph 14 of this item will be considered in compliance with the provisions for filing claims if it contains the following information:

- (a) facts sufficient to identify the shipment (or shipments) of property involved;
- (b) assertion of liability for alleged loss or damage; and
- (c) claims for payment of a specified or determinable amount of money.

#### 3. Documents to Support Claims

Bad-order reports, appraisal reports of damage, notations of shortage or damage, or both, on freight bills, delivery receipts, or inspection reports issued by movers or their inspection agencies, whether the extent of loss or damage is indicated in dollars or not, may be used to support a written claim filed in accordance with paragraph 2 of this item, but may not be filed in lieu of a written claim.

#### 4. Claims Filed for Uncertain Amounts

Whenever a claim is presented against a mover for an uncertain amount, such as "\$100 more or less," the mover will determine the condition of the shipment involved at the time of delivery and will ascertain as nearly as possible the extent of the loss or damage for which it may be responsible. The mover need not, however,

### ITEM 92 (Continued) CLAIMS FOR LOSS AND DAMAGE

voluntarily pay a claim under such circumstances unless and until a claim in writing for a specified or determinable amount of money has been filed in accordance with the provisions of paragraph 2 of this item.

#### 5. Other Claims

If investigation of a claim reveals that one or more other movers had been presented with a similar claim on the same shipment, the mover investigating such claim will communicate with each other mover and prior to any agreement entered into between or among them as to the proper disposition of such claim or claims, will notify all claimants of the receipt of conflicting or overlapping claims and will require further substantiation on the part of each claimant of his title to the property involved or his right with respect to such claim.

#### 6. Concealed Damage or Shortage

The mover must be promptly notified after discovery of concealed damage or shortage and be given reasonable opportunity to inspect the shipment and packing. The mover will promptly and thoroughly investigate the claim and will establish a claim file in connection therewith.

#### 7. Supporting Documents

When necessary for an investigation, each claim must be supported by a duplicate shipping document (if not previously surrendered to the mover) and the original paid bill for transportation services or a copy thereof. For each article claimed, the nature and extent of damage must be identified, as well as the basis for amount claimed, i.e. date article purchased, original cost, amount of depreciation, actual cash value at time of loss or damage, and in the case of damage, repair estimate.

#### 8. Verification of Loss

When an asserted claim for loss of an entire package or an entire shipment cannot be otherwise authenticated upon investigation, the mover will obtain from the consignee a certified written statement that the property for which the claim is filed has not been received from any source.

#### 9. Satisfaction of Claim

The mover may satisfy a claim by repairing or replacing the property lost or damaged with materials of like kind, quality and condition at time of acceptance by the mover.

### ITEM 92 (Continued) CLAIMS FOR LOSS AND DAMAGE

#### 10. No Liability Following Deliveries

The mover shall not be liable for loss or damage occurring after the property has been delivered to or receipted for by the consignee or shipper, or the authorized agent. When the mover is directed to unload or to deliver property (or render any services) at a place or places at which the consignee or its agent is not present, the property shall be at the risk of the owner after unloading or delivery. Notwithstanding these provisions, no claim against a household mover shall be denied solely because the lost or damaged goods were not noted at the time of delivery.

#### 11. No Liability at Origin Prior to Loading

Where the mover is directed to load property from (or render any service at) a place or places at which the consignor or its agent is not present, the property shall be at the risk of the owner before packing and loading.

#### 12. "Pairs and Sets" Liability

The mover's liability regarding sets or matched pieces shall be limited to repair or replacement of the lost or damaged piece(s) only and shall not extend to repair or replacement of the entire set; but in no event exceed the limits of liability as set forth in Item 136 hereof.

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### ITEM 92 (Continued) CLAIMS FOR LOSS AND DAMAGE

#### 13. Constructive Weight of Packed Interior Shipping Containers

When the liability of mover is to be measured by the weight of the article lost or damaged and the article is packed in an interior shipping container, in the absence of specific evidence to the contrary, such interior shipping container will be deemed to have the following weight:

	Weight Per
	Container
<u>Container</u>	In Pounds)
DRUM, DISH-PAK	60
CARTONS:	
Less than 1½ cu. ft.	20
1½ - Less than 3 cu. ft.	25
3 - Less than 4½ cu. ft.	30
4½ - Less than 6 cu. ft.	35
6 - Less than 6½ cu. ft.	45
6½ cu. ft and over	50
Wardrobe carton	50
Mattress or box-spring carton (Not exceeding 54" x 75"	) 60
Mattress or box-spring carton (Exceeding 54" x 75")	80
Crib mattress carton	22

NOTE 1: Cartons containing books or phonograph records will be deemed to weigh 50 pounds.

NOTE 2: Cartons containing lampshades will be deemed to weigh 10 pounds.

NOTE 3: Items not identified on the inventory as to contents will be settled by using the heaviest weight on the schedule for the container.

#### 14. Time Limit for Filing Claims

As a condition precedent to recovery, a claim for any loss or damage must be filed in writing with the mover within nine (9) months after delivery to consignee as shown on shipping document, or in case of failure to make delivery, within nine (9) months after a reasonable time for delivery has elapsed; and suit must be instituted against the mover within two (2) years and one (1) day from the date when notice in writing is given by the mover to the claimant that mover has disallowed the claim or any part or parts specified in the notice. Where a claim is not filed or suit is not instituted in accordance with the foregoing provisions, the mover shall not be liable and such claim need not be paid.

### ITEM 92 (Continued) CLAIMS FOR LOSS OR DAMAGE

#### 15. Acknowledgement and Settlement by Mover

Every mover receiving a written claim for loss or damage to property transported by it shall acknowledge receipt of such claim in writing to claimant within 30 days after receipt by the mover or mover's agent. The mover shall, at the time claim is received, record date of receipt.

Every mover receiving a written claim for loss or damage to property transported by it shall, in writing, pay, decline to pay, or make a firm compromise settlement offer to claimant within 60 days after receipt of claim by the mover or its agent. If the mover declines to pay or offers a lesser amount than sought, the mover shall, in writing, state the basis for denial or reduction.

If, for reasons beyond the control of the mover, the claim cannot be processed and disposed of within 60 days after receipt, the mover at that time and at the expiration of each succeeding 30-day period while the claim remains pending, shall advise claimant in writing of the status of the claim and reasons for the delay in making final disposition thereof, and shall send a copy of such letter to the Bureau of Household Goods and Services, Division of Household Movers, 4244 South Market Court, Suite D, Sacramento, CA 95834.

#### 16. Claim Register

Every mover of used property as provided in this Tariff, shall maintain a claim register showing, for each cargo loss and damage claim received, the claim number, date and amount; the shipping order or freight bill number and date; name of claimant; kind of commodity; date claim was paid; total amount paid (or date claim was disallowed and reasons); amount of salvage recovered, if any; amounts reimbursed by insurance companies, connecting mover, or other, and the amount absorbed by the mover. Each claim received shall be entered in the register and should be supported by the complete file of claim papers. However, if the original claim papers are retained by insurance companies, connecting movers or other, the mover's records shall contain copies of all documents and an acknowledgment from the party retaining the claim file that the original papers are in its possession.

#### 17. Salvage

Whenever property transported by a mover is damaged or alleged to be damaged and, as a consequence, is not delivered or is rejected or is refused upon tender to the owner, shipper, or consignee, the mover may follow the salvage rules. The mover must give due notice to the owner and other parties that may have an interest in the property, whenever practicable to do so. After giving notice, the mover, if not advised to the contrary by the interested parties, will undertake to sell or dispose of such property directly or by the employment of a competent salvage

### ITEM 92 (Concluded) CLAIMS FOR LOSS AND DAMAGE

agent. The mover will dispose of the property only in a manner that will fairly and equally protect the best interests of all persons having an interest therein. The mover will make an itemized record sufficient to identify the property involved so as to be able to correlate it to the shipment or transportation involved, and claim, if any filed thereon. The mover will also assign to each lot of such property a successive lot number and note that lot number on its record of shipment and claim, if any claim is filed.

Upon receipt of a claim on a shipment on which salvage had been processed in the manner described, the mover will record in its claim file the lot number assigned, the amount of money recovered, if any, for the disposition of such property, and the date of transmittal of such money to the person or persons lawfully entitled to receive the same.

### ITEM 94 ♦ CLAIM SETTLEMENT SERVICE CHARGE

- 1. Upon request of a party, person, firm or establishment assuming liability for loss or damage in excess of the mover's liability for a shipment on which credit has been extended by a mover applicable to such shipment, the mover will:
  - (a) Investigate any loss or damage claim;
  - (b) Arrange for the repair of all damaged articles when appropriate and make equitable settlement with shipper for all lost and damaged articles for which repair is not deemed appropriate. The mover assumes only that portion of the amount required to settle the claim for which it is liable and any additional amount is to be borne by the person or firm assuming excess liability; and
  - (c) Render to the person or firm assuming excess liability an invoice payable in seven (7) days for the amount required to settle the claim which exceeds the mover's liability, plus the charge provided for in this item.
- 2. The charge for all services described shall not exceed \$107.50 per shipment.
  - NOTE: Any charges or portions thereof for services of others engaged at the request of the person or firm assuming excess liability, which are over and above the amount for which the mover is liable under its bill of lading, will at the expense of such person or firm and will be in addition to all other rates and charges.

### ITEM 96 INABILITY TO MAKE DELIVERY

- 1. In all instances where a mover is unable to locate the consignee, notification of inability to make delivery will be mailed, faxed, or emailed to the consignee, consignor, and owner, or written notice delivered to the premises where actual delivery was to be made and to any other notifying address. The shipment will then be placed in the nearest warehouse of the mover or at the mover's option, in a public warehouse. Upon placement in a public warehouse, the mover's liability shall cease and liability shall thereafter be that of the warehouseman in possession.
- 2. In all instances when the consignee is unable to take delivery or declines to accept delivery of the shipment, or where the shipment remains in the mover's possession pursuant to instructions of the shipper or consignee and is not accorded storage-intransit under provisions of Item 160, the shipment will be placed in the nearest warehouse of the mover or at the mover's option, in a public warehouse. Upon such placement, the mover's liability shall cease and liability shall thereafter be that of the warehouseman in possession.
- 3. In cases where a subsequent delivery is made, charges shall be assessed for the subsequent delivery on the basis of rates lawfully applicable from the mover's warehouse or from a public warehouse to point of destination.

### ITEM 100 DELAYS IN PICKUP OR DELIVERY

- If a mover agrees with a shipper to pick up a shipment of used household goods on a specified date and/or time and is unable to fulfill that commitment, the mover shall notify the shipper (or person designated by the shipper) by telephone, fax, or email as it becomes apparent that a promised date and/or time will not be met.
- 2. Whenever a mover is unable to make delivery of a shipment of used household goods on the date or during the time period specified in the shipping order, the mover shall notify the shipper (or person designated by the shipper) by telephone, fax, or email of the date on which the shipment will be delivered. Such notification shall be given not less than 24 hours prior to the date or during the period shown on the shipping order, except when the circumstances causing the delay occur at a later time, in which case the notice shall be given as soon as possible, but in no event more than 24 hours after the occurrence. This requirement shall not apply when the mover is unable to obtain a mailing address, email address, or telephone number for such notification from the shipper.

### ITEM 100 (Concluded) DELAYS IN PICKUP OR DELIVERY

- 3. The shipper may present claims for reimbursement for damages due to mover negligence in failing to: 1) pick up a shipment on the date promised or 2) deliver a shipment on the date or during the time period specified in the shipping order, "Agreement for Moving Services," or other contract of carriage. The mover shall respond in accordance with Item 92, paragraph 15.
- 4. When requested in writing by the shipper, the mover will pick up a shipment on an agreed date and deliver the shipment within a span of two consecutive agreed dates. If pickup or delivery is not made on agreed dates, the mover shall pay the shipper \$100 per day for each and every day pickup or delivery is delayed. This payment shall be in addition to any claim filed pursuant to paragraph 3 above. A written claim for such allowance shall be made within 30 days of delivery.

EXCEPTION: Shall not apply to shipments weighing less than 5,000 lbs. and/or transported less than 75 miles.

### ITEM 104 COLLECTION OF CHARGES

- 1. Transportation and accessorial charges may be collected by movers prior to relinquishing physical possession of shipments entrusted to them for transportation. Whether the mover believes other charges are due or not, the mover must unload a shipment at destination upon payment of the Not to Exceed Price, plus all charges on any valid "Change Order for Services" (Change Order). Payment of charges may be made by credit card, which shall be considered to be payment in cash for the purpose of this item (see NOTE).
- 2. Upon taking sufficient precautions to assure payment of charges, movers may relinquish possession of freight in advance of payment of charges thereon and may extend credit in the amount of charges to those who undertake to pay them, such persons herein being called debtors.
- 3. Where a mover has relinquished possession of freight and collected the amount of charges represented in the freight bill presented by it as the total amount of such charges, and another freight bill for additional charges is thereafter presented to the debtor, the mover may extend credit in the amount of such additional charges.
- 4. Freight bills for all transportation and accessorial charges shall be presented to debtors within seven (7) calendar days from the first 12 o'clock midnight following delivery of the freight.

### ITEM 104 (Concluded) COLLECTION OF CHARGES

- 5. Debtors may elect to have their freight bills presented by means of the United States mail, and when the mail service is so used the time of mailing by mover, as evidenced by postmark, shall be deemed to be the time of presentation of the freight bills.
- 6. For the purpose of this item, the mailing by debtor of satisfactory means (to mover) of payment of freight charges, such as valid checks, drafts, or money orders, within the allowed credit period may be deemed to be the collection of charges within the credit period. In case of dispute as to time of mailing, the postmark shall be accepted as showing such time.

NOTE: A household mover holding a valid permit from the Bureau of Household Goods and Services has a lien on used household goods and personal effects to secure payment in the amount of the Not to Exceed Price as agreed to in writing by the consignor in accordance with Items 128 and 130, including the amount of any bona fide Change Order issued under Item 120, for transportation and additional services ordered by the consignor. No lien attaches to food, medicine, or medical devices, items used to treat or assist an individual with a disability, or items used for the care of a minor child. Upon payment to the mover of the amount of the Not to Exceed Price plus the amount of any bona fide Change Order, the lien is extinguished and all household goods and personal effects shall be released to the consignee.

### ITEM 108 ESTIMATED COST OF SERVICES

#### 1. Mover's Estimated Cost of Services

- (a) Every mover of household goods may give a shipper an estimate of costs for the proposed services. If an estimate is given, the estimated cost shall be given only after visual inspection of the goods to be moved and shall be in writing.
- (b) The "Estimated Cost of Services" form (Estimate) shall contain all the information in Item 420. Across the top of each form shall be imprinted in red letters, not less than 1/8-inch high and in capital letters, "ESTIMATED COST OF SERVICES". The note entitled "IMPORTANT NOTICE" indicated in Item 420 shall be imprinted in not less than 10 point, bold, and Universal or Gothic.
- (c) The estimator shall:
  - (1) Base the Estimate on information contained in the "Basis for Mover's Estimated Cost of Services" as indicated in Items 112 and 400 (see NOTE).

### ITEM 108 (Continued) ESTIMATED COST OF SERVICES

NOTE: The table of Measurements and Estimate set forth in Item 410 shall also be used in connection with estimating charges based on weight.

- (2) Consider all factors affecting the move at origin such as:
  - (a) flights
  - (b) long carries
  - (c) elevators
  - (d) hoisting and lowering
- (3) Execute required documents completely and properly.
- (4) Use cubic measurements no less than those shown for each article on the Table of Measurements and Estimate contained in Item 410 and determine the approximate weight of the shipment by multiplying total cubic feet of the shipment by seven (7) pounds per cubic foot for those shipments whose charges are based on weight.
- (d) The Estimate shall be signed by the mover's estimator and duplicate given to shipper.
- (e) If total charges calculated in the Estimate exceed total charges calculated using the maximum fixed rate, the estimator shall note the difference in total charges on the Estimate.
- (f) The original document shall be retained by the issuing mover, subject to Bureau of Household Goods and Services inspection, for a period of not less than three (3) years from the date of the freight bill or shipping order or from the date of the Estimate if the mover does not perform the transportation.
- 2. Maximum Charges to Be Assessed by Mover on Estimated Services.
  - (a) When an Estimate is issued no less than three (3) days before the day of the move, the maximum charge shall be the lesser of the following:
    - (1) The amount of the Estimate, plus the charges on a "Change Order for Services," (Change Order) if applicable, which may exceed the charges calculated using the maximum fixed rate.
    - (2) The charges calculated using the rates quoted in the "Agreement for Moving Services" (Agreement), multiplied by the actual units of measurement.

NOTE: Rates quoted on a Change Order to an Estimate may exceed maximum fixed rates when both the Change Order and Estimate are issued no less than three (3) days before the day of the move.

### ITEM 108 (Concluded) ESTIMATED COST OF SERVICES

EXCEPTION to 2(a): If the mover and shipper agree, the amount of the Estimate will be both the maximum and minimum amount due for services described in the Estimate, the amount charged will be the amount of the Estimate.

Agreement between the mover and shipper must be noted on both the Estimate and the Agreement by the mover applying minimum weights, hours, or dollar amounts, producing a price equal to the total Estimated Cost of Services. In this case, weighing the load or recording hours is not required.

- (b) When an Estimate is given less than three (3) days before the day of the move, the maximum charge shall be the lesser of the following:
  - (1) The amount of the Estimate (plus the charges on a Change Order, if applicable), which shall not exceed the charges calculated using the maximum fixed rate.
  - (2) The charges calculated using the rates quoted in the Agreement, multiplied by the actual units of measurement.

NOTE: No less than three days before the move means on or before the third day of the move. For example, if Saturday is the day of the move, to exceed maximum fixed rates, the Estimate must be given on or before Wednesday.

### ITEM 112 BASIS FOR MOVER'S ESTIMATED COST OF SERVICES

- The mover shall complete the "Basis for Mover's Estimated Cost of Services" (Basis for Estimate) only after the estimator visually inspects the goods prior to determining the estimated cost of requested services. Such document shall be signed by the shipper or shipper's representative and a duplicate given to the shipper.
- 2. The Basis for Estimate shall contain all the information set forth in Item 400. Across the top of each form shall be imprinted in red letters, not less than 1/8-inch high in capital letters, "BASIS FOR MOVER'S ESTIMATED COST OF SERVICES". The contents of the form shall also contain two shipper statements as indicated in Item 400, imprinted in letters not less than 10-point bold, Universal or Gothic.
- 3. The original document shall be retained and preserved by the issuing mover, subject to Bureau inspection, for a period of not less than three (3) years from the date of the freight bill or shipping order, or from the date of the Basis for Estimate if the mover does not perform the transportation.

### ITEM 116 TABLE OF MEASUREMENTS AND ESTIMATE

- 1. The mover shall complete the Table of Measurements and Estimate when estimating charges on any shipment that will include service for which rates in this Tariff are based on weight or cubic feet.
- 2. The "Table of Measurements and Estimate" shall be in the form set forth in Item 410 or a form containing the complete contents of Item 410 (see NOTE).
- 3. The "Table of Measurements and Estimate" contained in Item 410 shall be printed on the reverse side of "Basis for Mover's Estimated Cost of Services" contained in Item 400.
- 4. The total cubic footage determined under the provisions of this item shall be multiplied by seven (7) to determine total approximate weight in pounds.

NOTE: Forms prepared or completed electronically on the job will be acceptable provided all requirements of this item are met.

#### ITEM 120 CHANGE ORDER FOR SERVICES

- 1. If shipper asks for additional services or adds additional articles to the shipment, not covered in the "Basis for Mover's Estimated Cost of Services" or the Not to Exceed Price on the "Agreement for Moving Services" (Agreement), the mover shall prepare in duplicate a "Change Order for Services" in the form contained in Item 440. Such document shall be signed by the mover and shipper prior to commencement of performance of any specified service and the signed original delivered to shipper prior to or at time service is begun. The document shall contain the following information:
  - (a) Date.
  - (b) Shipping order/bill of lading number.
  - (c) Name, address and CAL-T number of mover or movers.
  - (d) Description of additions to the shipment (itemize additional articles only).
  - (e) Description of additional transportation and accessorial services to be performed (including number of helpers and number of packers to be provided).
  - (f) Rates to be applied to additional articles or services.
  - (g) Valuation of shipment, if different from that provided on the Agreement (subject to Item 136).
  - (h) The following statements, placed in an appropriate area of the document in letters not less than 10-point bold, Universal or Gothic:

### ITEM 120 (Concluded) CHANGE ORDER FOR SERVICES

		(1) THIS WILL CERTIFY AND ATTEST THAT SHIPPER OR SHIPPER'S REPRESENTATIVE AS SHOWN ON ORDER FOR SERVICE NO DATED WITH (MOVER'S NAME) REQUESTS THE ADDITIONAL SERVICES AND CHARGES AS INDICATED ON REVERSE OF
		THIS FORM.
		(2) THE ARTICLES LISTED WILL BE INCLUDED IN THE VALUATION DECLARED IN THE AGREEMENT FOR MOVING SERVICES UNLESS A CHANGE IS REQUESTED.
		(3) I UNDERSTAND THAT I MAY BE REQUIRED TO PAY FOR THE SERVICES REQUESTED ABOVE AT TIME OF DELIVERY. THESE CHARGES ARE IN ADDITION TO THOSE CHARGES SET FORTH IN THE ESTIMATED COST OF SERVICES AND/OR AGREEMENT FOR MOVING SERVICES. MOVER IS NOT REQUIRED TO EXTEND CREDIT IN THE AMOUNT OF THE CHARGES ACCRUED FOR THE ABOVE ADDITIONAL SERVICES. I HAVE READ THIS CONTRACT AND AGREE WITH THE PROVISIONS HEREIN, AND HAVE RECEIVED A COPY.
	(i)	The following statement placed in an appropriate area of the document in letters not less than 12-point bold, caps:
		I UNDERSTAND THAT THE COST FOR SERVICES RENDERED WILL "NOT EXCEED"
		(Initial)
	(j)	Signature of mover and shipper or shipper's representative.
2.	to	duplicate document shall be retained and preserved by the issuing mover, subject Bureau of Household Goods and Services inspection, for a period of not less than ee (3) years from date delivered.

### ITEM 128 AGREEMENT FOR MOVING SERVICES

1. The mover shall prepare an "Agreement for Moving Services" (Agreement) for all shippers who provide information in sufficient detail for the mover to complete the Agreement, regardless of shipper commitment to engage services of that mover. An original or copy of such document shall be delivered by mail, or other convenient means, to shipper no less than three (3) days before the day of the move. Failure to deliver the Agreement in a timely manner or to complete the document as required herein will result in rates being assessed in accordance with Item 28, paragraph 3. Such document shall be complete in details, including the mover's initial signature

### ITEM 128 (Continued) AGREEMENT FOR MOVING SERVICES

binding the mover to the quoted rates. The Not to Exceed Price and mover's final signature must be added no later than the day of the move, but prior to performing any service in commencement of the move.

NOTE: No less than three (3) days means the Agreement must be in the hands of shipper on the third day before the day of the move. For example, if Saturday is the day of the move, the Agreement must be in the hands of shipper on Wednesday.

EXCEPTION 1: If shipper's first contact with the mover is less than three (3) days before the day of the move, the Agreement may be completed on the day of the move.

EXCEPTION 2: No less than three days before the move begins, the mover must provide the shipper with either a completed Agreement (except for the Not to Exceed Price and final mover signature) or a blank Agreement so a shipper who elects to waive advance receipt of the Agreement can still see the other standard terms, conditions, and limitations printed on the Agreement and be informed of what items (e.g., written rate quotation) are being waived. The shipper's signature waiving advance receipt of the Agreement may be obtained on the day of the move, but issuance of a fully completed Agreement on the day of the move before the move begins, including the Not to Exceed Price, can never be waived.

EXCEPTION 3: For multiple or repeat shippers, a Master Agreement may be used to cover all moves for that shipper rather than individual agreements for each move. Such Master Agreement must accomplish the purpose of this Tariff, not violate the intent of the Tariff, and shipping documents must reference the Master Agreement where appropriate.

- 2. The Agreement shall be signed by the mover and shipper prior to commencement of performance of any specified service, and the signed original or duplicate delivered to shipper prior to or at time service is begun. Such document shall contain the following information:
  - (a) Name, address and CAL-T number of mover or movers.
  - (b) Date move is tendered.
  - (c) Date Agreement issued.
  - (d) Date and time of pickup requested or other arrangement.
  - (e) Names of shippers and consignees.
  - (f) Name, address or telephone number of party to be notified (see NOTE 1).
  - (g) Description of notification and delivery arrangements.

### ITEM 128 (Continued) AGREEMENT FOR MOVING SERVICES

- (h) Points of origin and destination.
- (i) Description of shipment, in sufficient detail to determine the articles and services included in the Not to Exceed Price.
- (j) Description of transportation and accessorial services to be performed (including number of helpers and number of packers to be provided).
- (k) Rates and charges quoted for the services described in the documents, including any minimums (hours, weights, packing materials and per pound valuation requirements) (see NOTE 2).
- (I) Valuation of shipment (see NOTES 3 and 4).
- (m) Signatures of mover and shipper.
- (n) Name, address and telephone number of a person to whom notification is provided for in Item 100 shall be given, except when this cannot be obtained from shipper.
- (o) Preferred delivery date or time period within which delivery may be expected at destination.
- (p) Whether payment is to be made in cash, check, or by credit card.
- (q) A Not to Exceed Price showing the maximum amount that may be charged for services listed. This will be the total amount shown on the "Estimated Cost of Services" (Estimate), when issued, plus the total amount shown on any Change Order for Services (Change Order) issued before the Agreement is signed. Change Orders issued after the Agreement is signed will affect the Not to Exceed Price directly (see NOTE 5).
- (r) A Consumer Protections and/or Waivers section as set forth in Item 450. Each of the following elements shall be included:
  - (1) Explanation of the mover's obligation to ensure the shipper has received the booklet "Important Information for Persons Moving Household Goods." The shipper must initial a statement "I have received the booklet".
  - (2) Explanation of all loss and damage protection options. The shipper shall make a valuation declaration.
  - (3) Explanation of the mover's obligation to ensure the shipper has the Agreement no less than three (3) days before the day of the move, and the conditions under which said obligation is nullified.
  - (4) Shipper's signature.

### ITEM 128 (Continued) AGREEMENT FOR MOVING SERVICES

- 3. The form of the Agreement in Item 450 will be suitable and proper. The format may be that most convenient for mover. Such form may be combined with the shipping document into a single document, provided that:
  - (a) such single document (and its issuance) is in compliance with the provisions of this item and Item 132;
  - (b) such single document is properly identified as to what it purports to be; and
  - (c) the mover maintains a copy of the signed Agreement separate from the shipping document.
- 4. The original or duplicate documents (including a Master Agreement if one is referenced) shall be retained and preserved by the issuing mover, subject to Bureau of Household Goods and Services inspection, for a period of not less than three (3) years from date issued for all documents except Master Agreements. Master Agreements shall be retained for a period of not less than three (3) years from date of expiration or cancellation.
- 5. The mover must relinquish possession of the shipment upon payment of the applicable Not to Exceed Price plus the charges for all services listed on a Change Order issued after the Agreement is signed. Charges collected by the mover in excess of those based on rates quoted in the Agreement, Estimate, and/or Change Order shall be refunded to debtor within ten (10) days of collection.
- 6. In the event of conflicting valuation declarations, valuation protection levels and/or rates for valuation, the figures and levels indicated on the Agreement will apply, except when a Change Order that indicates different valuation figures or levels is issued.
- NOTE 1: The mover shall request of the shipper, a notification party and notification address or telephone number. When the shipper cannot furnish such information, or declines to do so, that fact must be shown on the document.
- NOTE 2: The following statement shall be placed upon the document:

#### IMPORTANT NOTICE

(a) No rates higher than the Maximum Fixed Rates promulgated in the Bureau of Household Goods and Services' Maximum Rate Tariff 4 may be quoted or charged, unless an Estimated Cost of Services has been issued three (3) days or more before the day of the move.

### ITEM 128 (Concluded) AGREEMENT FOR MOVING SERVICES

(b) The Not to Exceed Price shall be no higher than the Estimated Cost of Services plus any Change Order for Services issued prior to signing this Agreement. The maximum charge shall be the quoted rates applied to: the number of hours, weight, or number of other units of measurement, but no higher than the Not to Exceed Price.

(c)	Copies of the Bureau of Household C	Goods and Services' Maximum Rate Tariff 4
	are open for public inspection on www	w.bhgs.dca.ca.gov, at the Bureau's office in
	Sacramento or at the mover's office:	
		(designate location)

NOTE 3: The following statement shall be placed on the Agreement in the Consumer Protection and/or Waivers section under the heading VALUATION DECLARATION:

NOTICE: Coverage for loss and damage is limited to the Actual Cash Value of losses up to the amount of \$20,000 unless the shipper signing this contract inserts in the space below, in his or her own handwriting, another value. You may be charged for coverage provided other than \$.60 per pound per article.

S	hipper hereby releases the entire shipment to a value not exceeding
\$_	
	(To be completed by shipper signing below.)

(As provided in Item 450, each valuation option offered by the mover must be listed with the mover's charge and a space for the shipper to initial his or her choice of coverage. In addition, if the mover elects to apply a minimum per pound valuation level, the mover must so state.)

NOTE 4: The following statement shall be placed on the Agreement: EXECUTION OF THE AGREEMENT DOES NOT EXEMPT THE MOVER FROM COMPLIANCE WITH ANY PROVISION OF LAW OR BUREAU OF HOUSEHOLD GOODS AND SERVICES RULES OR REGULATIONS, EVEN THOUGH NOT EXPRESSLY SET FORTH IN THE AGREEMENT.

NOTE 5: The Not to Exceed Price may not be preprinted, shall be just and reasonable, and shall be established in good faith based on the specific circumstances of the services to be performed.

## ITEM 130 IMPORTANT NOTICE ABOUT YOUR MOVE

At least three days prior to the date scheduled for the transportation of household goods or personal effects, the consignor shall be provided with a completed "Important Notice About Your Move" containing a Not to Exceed amount for the transportation and related services described. If the consignor requests services on a date that is less than three days before the scheduled date for transportation of the household goods or personal effects, the mover shall provide the notice as soon as practicable, but in no event may the mover commence any services until the consignor has signed and received a signed copy of the notice. The mover shall obtain sufficient information from the consignor to fill out the form and shall include the correct maximum amount and a sufficient description of services that will be performed. The maximum amount shown shall not be preprinted, shall be just and reasonable, and shall be established in good faith by the mover based on the specific circumstances of the services to be performed.

The Not to Exceed amount set forth in the notice and in the Agreement for Moving Services issued in accordance with Item 128, shall be the maximum total dollar amount for which the consignor may be liable for the transportation of household goods and personal effects and any additional services ordered by the consignor (including any valid Change Order For Services issued under Item 120) and agreed to by the consignor before any goods or personal effects are moved from their location or any other services are performed. The mover may provide the notice set forth in this item either as a separate document or by including it as the centerfold of the informational booklet required to be issued in accordance with Item 88, Paragraph 9. If the mover provides the notice as part of the informational booklet, the booklet shall contain a tab that extends beyond the edge of the booklet at the place where the notice is included. The statement "Important Notice" shall be printed on the tab in at least 12-point boldface type. In addition, the statement "Customer Must Read and Sign the Important Notice in The Middle of This Booklet Before a Move Can Begin" shall be set forth in 14-point boldface type on the front cover of the booklet.

The notice shall be in the form contained in Item 465. It shall be printed in at least 12-point type, except the title and first two paragraphs, which shall be printed in boldface type. The mover shall retain a copy of the notice for not less than three (3) years from the date the notice was signed by the consignor. Any waiver of the requirements of this item is void and unenforceable.

#### ITEM 132 SHIPPING ORDER AND FREIGHT BILL

- 1. A shipping document shall be issued by mover to shipper for each shipment received for transportation. The shipping document shall show the following information:
  - (a) Name, address and T number of the mover.
  - (b) All names, both real and fictitious, used by the mover in conducting its operations.
  - (c) Identification of the mover name under which the particular transportation is performed where more than one name is listed.
  - (d) The address of the mover's principal place of business, designated as such, and of such local offices as may be desired where business with the public is conducted.
  - (e) Date Issued.
  - (f) Name of each shipper and consignee.
  - (g) Points of origin and destination.
  - (h) Description of the shipment.
  - (i) Unit of measurement upon which charges are based, namely:
    - (1) Actual time and minimum number of hours; or
    - (2) Actual number of pieces; or
    - (3) Actual and minimum weight; or
    - (4) Minimum per pound valuations.
  - (j) Deductions in time, if any, and reasons therefore.
  - (k) Number of helpers and packers.
  - (I) Rates and charges assessed.
  - (m)Description of accessorial services performed, if any, and each separate charge therefore.
  - (n) Signature of mover or his or her agent.
  - (o) Such other information as may be necessary to make an accurate determination of the applicable rate and charge.
  - (p) Name, address and telephone number of a person to whom notification is provided for in <u>Item 100</u> shall be given, except when this cannot be obtained from the shipper.
  - (q) Preferred delivery date or the period of time within which delivery of the shipment may be expected to be made at destination.
  - (r) Not to Exceed Price.
  - (s) Total charges on Estimated Cost of Services and Change Order for Services.
  - (t) Whether payment is to be made by use of credit card.
  - (u) The following notice whenever a mover requires a signed statement acknowledging delivery and receipt of goods:

<u>NOTICE</u>: PLEASE INSPECT YOUR GOODS PROMPTLY. CLAIMS FOR ANY LOST OR DAMAGED GOODS MUST BE FILED WITH THE MOVER IN WRITING.

## ITEM 132 (Concluded) SHIPPING ORDER AND FREIGHT BILL

- 2. The form of shipping document in Item 460 will be suitable and proper. Such form may be combined with the "Agreement for Moving Services" into a single document provided such single document (and the issuance thereof) is in compliance with the provisions of Item 128 and is properly identified as to what it purports to be.
- 3. A duplicate of each shipping document, freight bill, accessorial service document, weighmaster's certificate, written instructions, written agreement, written request, Master Agreement, or any other written document supporting rates and charges assessed and which the mover is required to issue, receive, or obtain by this Tariff for any transportation or accessorial service shall be retained and preserved by the mover at a location within the State of California, subject to Bureau of Household Goods and Services inspection, for a period of not less than three (3) years from:
  - (a) date of expiration or cancellation, for a Master Agreement;
  - (b) date of issuance, for all other documents.

A copy of each such document pertaining to the shipment shall be given to the shipper when charges are collected.

#### ITEM 136 DECLARATION OF VALUE – VALUATION RATES

- 1. The transportation rates provided in this Tariff are based upon a declared value of \$0.60 per pound per article, for the actual weight of any article(s) in a shipment. The declared value shall be deemed to relate to all services undertaken by the mover or its agents.
- 2. Unless the shipper expressly declares a value other than \$20,000 for the shipment, mover's maximum liability for lost and damaged articles in a shipment shall be up to \$20,000 of actual cash value.
- 3. The declared value must be entered on the "Agreement for Moving Services" (Agreement) and signed by the shipper, as described in Item 128, NOTE 3 (see NOTES 1 and 2).
- 4. The mover must state the valuation rates on the Agreement when issued. If the mover fails to do so, the rate shall default to \$0 (zero) for each \$100 (or fraction thereof) of the declared value.
- 5. Each shipping piece or package and contents thereof shall constitute an article, except that total component parts of any article taken apart or knocked down for handling and loading in vehicle shall constitute one article for the purpose of

### ITEM 136 (Continued) ♦ DECLARATION OF VALUE – VALUATION RATE

determining the mover's liability. When an entire shipment is transported in containers, lift vans or shipping boxes, each shipping package, piece, or loose items not enclosed within a package in such containers, lift vans, or shipping boxes will constitute the article.

- 6. When Actual Cash Value protection is ordered in writing by the shipper or if protection defaults to Actual Cash Value up to \$20,000 because no value is declared, the mover shall guarantee recovery for articles lost and damaged while in its possession at the actual cash value up to the declared value, or if none, \$20,000.
  - The maximum fixed rate for Actual Cash Value protection provided by the mover will be \$1.06 for each \$100 (or fraction thereof) of the declared value. An additional valuation charge for storage-in-transit shall apply (see NOTE 3).
- 7. When Full Value protection is offered by the mover and ordered in writing by the shipper, the mover shall guarantee either replacement, reimbursement for full replacement cost, or satisfactory repairs of article(s) lost or damaged while in the mover's custody, up to the declared value (see NOTE 4).

The maximum fixed rate for Full Value protection provided by the mover will be \$2.04 for each \$100 (or fraction thereof) of the declared value. An additional valuation charge for storage-in-transit may apply (see NOTE 3).

- (a) When the shipper assumes responsibility for the first \$250 of any claim, the maximum fixed rate shall be \$0.64 for each \$100 (or fraction thereof) of the declared value (see NOTE 5).
- (b) When the shipper assumes responsibility for the first \$500 of any claim, the maximum fixed rate shall be \$0.36 for each \$100 (or fraction thereof) of the declared value (see NOTE 5).
- 8. When protection during storage-in-transit is offered by the mover and ordered in writing by the shipper, the mover shall guarantee recovery of goods up to the declared value at the protection level chosen by the shipper (see NOTES 3 and 6).
  - (a) The maximum fixed rate for Actual Cash Value protection while the shipment is in storage-in-transit will be \$0.16 for each \$100 (or fraction thereof) of the declared value.
  - (b) The maximum fixed rate for Full Value protection while shipment is in storage-in-transit will be \$0.36 for each \$100 (or fraction thereof) of the declared value.

### ITEM 136 (Concluded) ♦ DECLARATION OF VALUE – VALUATION RATES

- (1) When the shipper assumes responsibility for the first \$250 of any claim, the maximum fixed rate shall be \$0.15 for each \$100 (or fraction thereof) of the declared value (see NOTE 5).
- (2) When the shipper assumes responsibility for the first \$500 of any claim, the maximum fixed rate shall be \$0.07 for each \$100 (or fraction thereof) of the declared value (see NOTE 5).
- In the event of conflicting valuation declarations, valuation protection levels, and/or rates for valuation, the figures and levels indicated on the Agreement will apply, except when a Change Order for Services that indicates different figures or levels is issued.

NOTE 1: Where the shipper is the employer of the actual owner of the used household goods being transported and is responsible for all charges in connection with the move, the shipper may declare the value of the shipment to be a lump sum other than \$20,000 by (a) specification made on a purchase order or (b) issuing in advance of shipping date an appropriate letter of instructions to mover. In such instances, the mover must incorporate the instructions by reference to the document in (a) or (b) above in the Agreement in lieu of the personal signature and handwritten statement relating to declared rates.

NOTE 2: For multiple or repeat shippers, a Master Agreement may be used to cover all moves for that shipper rather than individual Agreements for each move. Such Master Agreement must accomplish the purpose of this Tariff, not violate the intent of the Tariff, and the shipping documents must reference the Master Agreement where appropriate.

NOTE 3: On shipments accorded storage-in-transit under the provisions of Item 160, separate valuation charges may be assessed for the transportation from initial point of origin to point of storage and for the transportation from point of storage to point of destination.

NOTE 4: The mover's guarantee of Full Value protection must be covered by insurance as provided in General Order 136 series unless the Bureau of Household Goods and Services has approved an application for furnishing alternative protection pursuant to the PUC General Order 136 series.

NOTE 5: When the shipper presents a properly documented claim for lost or non-delivered article(s) and the investigation establishes the mover's liability for the lost or non-delivered article(s), no deductible shall apply.

NOTE 6: No charge shall be made where storage-in-transit of a shipment is undertaken for the mover's convenience.

### ITEM 140 ♦ FLIGHT AND LONG CARRY RATES

When pickup or delivery of a shipment requires flight or long carry service, the following rates per pickup or delivery per flight and/or long carry are the maximum fixed rates to be assessed (see NOTES 1 and 2):

Maximum Fixed Rates For Flight and/or Long Carry

1. Shipment Rate Basis

- 2. Pipe Organs, Grand Pianos, Harpsichords, and all other types of pianos and organs not capable of being conveniently hand carried by the one person
  - (a) Inside a building or house:

First Flight ......\$36.45 (see NOTES 4 and 6) Each additional Flight ......\$18.25

(b) Outside a building or house:

First Flight ......\$36.45 Each additional Step .....\$0.86

NOTE 1: FLIGHT CARRY for shipments of goods other than those described in paragraph 2 means a carry involving: (a) a series of at least eight (8), but not over 20 stairway steps, except when inside a single dwelling; (b) each series of not more than 20 stairway steps in excess of the first 20, except when inside a single dwelling; (c) elevator service other than vehicular (motor vehicle) elevator service.

For the purpose of calculating the number of stairway steps in a series, a landing or level area occurring at a point on the stairway shall not be deemed to break the continuity of the series.

NOTE 2: LONG CARRY means each 50 feet or portion thereof carried in excess of the first 75 feet when, through no fault of the mover, its unit of equipment cannot be placed 75 feet or closer to a stairway or other entrance of the dwelling at which the shipment, or component thereof, is to be picked up or delivered.

NOTE 3: Charges shall be based upon the actual weight of the article(s) for which flight or long carry service is provided.

### ITEM 140 (Concluded) FLIGHT AND LONG CARRY RATES

NOTE 4: For shipments of goods described in paragraph 2(a) of this item the first flight inside a building or house shall consist of at least eight (8) steps. Additional flights shall be defined as the number of complete floors above or below the first flight. If an elevator is employed, it will be considered one flight.

NOTE 5: For shipments of goods described in paragraphs 2 of this item, the first flight outside a building or house shall consist of at least eight (8), but not more than 20 steps. Steps less than 8 will not be considered a flight.

NOTE 6: Flight carry charges apply each time service is rendered.

#### ITEM 148 ♦ SPLIT PICKUP

Split pickup service may be accorded subject to the following conditions.

- 1. The charge for the composite shipment shall be paid by a single debtor.
- 2. Maximum charges shall be computed as follows:
  - (a) Under hourly rates (Item 320), apply:
    - (1) The applicable rate for the total time consumed in loading at the point of origin of each component part and in unloading at point of destination, PLUS
    - (2) The applicable rate for double the driving time expended between each such point (see NOTE).
  - (b) Under distance rates (Items 310 and 390), apply:
    - (1) The applicable rate for the total weight of the composite shipment to point of destination from the point of origin which produces the shortest distance via the other point or points of origin, PLUS
    - (2) An additional charge of not more than \$124.60 for each stop to load between first point of origin and point destination.

NOTE: Total time shall be converted into hours and/or fractions thereof in accordance with the provisions of Item 36.

#### ITEM 152 ♦ SPLIT DELIVERY

Split delivery service may be accorded subject to the following conditions.

- 1. The charge for the composite shipment shall be paid by a single debtor.
- 2. Maximum charges shall be computed as follows:
  - (a) Under hourly rates (Item 320), apply:
    - (1) The applicable rate for the total time consumed in loading at point of origin in unloading at point of destination of each component part, PLUS
    - (2) The applicable rate for double the driving time expended between each such point (see NOTE).
  - (b) Under distance rates (Items 310 and 390), apply:
    - (1) The applicable rate for the total weight of the composite shipment from point of origin to that point of destination which produces the shortest distance via the other point or points of destination, PLUS
    - (2) An additional charge of not more than \$124.60 each stop to unload between point of origin and final point of destination.

NOTE: Total time shall be converted into hours and/or fractions thereof in accordance with the provisions of Item 36.

### ITEM 156 SPLIT PICKUP AND SPLIT DELIVERY IN COMBINATION

Split pickup and split delivery service may be accorded in combination subject to the following conditions (see NOTE 1).

- 1. The entire shipment must be picked up within 24-hour period and shall be comprised of a minimum of four (4) component parts.
- 2. The charge for the composite shipment shall be paid by a single debtor.
- 3. Maximum charges shall be computed as follows:
  - (a) Under hourly rates (Item 320), apply:
    - (1) The applicable rate for the total time consumed in loading at point of origin in unloading at point of destination of each component part, PLUS

### ITEM 156 (Concluded) ♦ SPLIT PICKUP AND SPLIT DELIVERY IN COMBINATION

- (2) The applicable rate for double the driving time expended between point of origin of any component part and point of destination of any component part via the remaining points of origin and destination (see NOTE 2).
- (b) Under distance rates (Items 310), apply:
  - (1) The applicable rate for the total weight of the composite shipment from the point of origin to that point of destination which produces the shortest distance via the remaining points of origin and destination, PLUS
  - (2) An additional charge of not more than \$124.60 for each stop to load or unload between first point of origin and final point of destination.

NOTE 1: The provisions of this item shall not apply on shipments afforded storage-intransit under the provisions of Item 160.

NOTE 2: Total time shall be converted into hours and/or fractions thereof in accordance with the provisions of Item 36.

## ITEM 160 ♦ STORAGE-IN-TRANSIT

- At the request of consignor or consignee, a shipment may be accorded one-time storage-in-transit at a point between point of origin and point of destination for a period not to exceed 90 days from the date of unloading at storage point (see NOTE 1).
- 2. Maximum charges shall be computed on the following basis:
  - (a) The applicable transportation rate (including transportation valuation, if any, as provided in Item 136, from initial point of origin to point of storage, PLUS
  - (b) The applicable transportation rate (including transportation valuation, if any, as provided in Item 136, from point of storage to point of destination, PLUS
  - (c) A one-time warehouse handling charge of up to either \$8.30 per 100 pounds on the stored weight or \$41.30, whichever is greater, PLUS
  - (d) Storage of up to either \$2.86 per 100 pounds on the stored weight or \$14.00, whichever is greater, for the first day and up to \$0.14 per 100 pounds per day for each additional day the shipment remains in storage, PLUS
  - (e) The storage-in-transit valuation charge, if any as provided in Item 136.

## ITEM 160 (Concluded) STORAGE-IN-TRANSIT

NOTE 1: In the event a shipment remains in storage in excess of 90 days, the point of storage shall be considered the point of destination and thereafter, the shipment shall be subject to the rules, regulations and charges of the individual warehouseman. The subsequent transportation from point of storage to point of delivery shall be considered a separate shipment. In the event the ultimate destination of a shipment afforded storage-in-transit is not known at the time of pickup at point of origin, transportation from point of storage to point of delivery shall be considered a separate shipment, regardless of the duration of the storage provided.

NOTE 2: On shipments subject to hourly rates both into and out of point of storage-intransit, the weight of the shipment, for purposes of determining the warehouse handling and storage charges, may be estimated by multiplying the total cubic feet of storage space occupied by the shipment on the warehouse platform or in the warehouse by seven (7) pounds per cubic foot.

#### ITEM 164 LIGHT AND BULKY ARTICLES

When a distance rated shipment includes bulky articles as named below, the following maximum loading and unloading charges or weight additive may be applied.

LOADING AND UNLOADING CHARGES include BOTH loading and unloading service and the handling and blocking of such article, and applies each time loading and unloading service is required, including shipments requiring storage-in-transit (except for mover convenience).

ITEM 164 (Continued) ♦ LIGHT AND BULKY ARTICLES		
AUTOMOBILES, TRUCKS OR VANS including dune buggies and all terrain and specialty motor vehicles, which for the	Per	Maximum Rates (in Dollars)
purpose of this item shall be classified as an automobile	Each	\$175.15
MOTORCYCLES OF 250 cc and over	Each	\$111.77
TRACTORS AND RIDING MOWERS of 25 horsepower	Each	\$134.17
TRACTORS AND RIDING MOWERS of less than 25 horsepower		
	Each	\$89.32
SNOWMOBILES OR RIDING GOLF CARTS	Each	\$89.32
BOATS, CANOES, SKIFFS, LIGHT ROWBOATS, KAYAKS, SAILBOATS AND BOAT TRAILERS (see weight additives below)		
TRAILERS, including utility and pop-up trailers (for boat trailers, travel camper trailers and mini-mobile homes, see weight additives below)		
	Each	\$100.50
CAMPERS, UNMOUNTED ON TRUCKS, designed to carriage on pickup trucks (for travel camper trailers and mini-mobile homes, see weight additives below)		
	Each	\$254.20
CAMPERS, MOUNTED ON PICKUP TRUCKS (for travel camper trailers and mini-mobile homes, see weight additives below)		
	Each	\$254.20
PIPE ORGANS, GRAND PIANOS, HARPSICHORDS and all other types of PIANOS and ORGANS (any size) (excluding portable organs, pianos, or harpsichords capable of being		
conveniently hand carried by one person)	Each	\$113.65

#### ITEM 164 (Continued) ♦ LIGHT AND BULKY ARTICLES

LIGHT AND BULKY ARTICLES		
	_	Maximum Rates
PLAYHOUSES, TOOL SHEDS, UTILITY SHEDS and including animal and bird shelters (transported set up, not dismantled) in	Per	(in Dollars)
excess of 100 cubic feet	Each	\$167.47
HOT TUBS, SPAS, WHIRLPOOL BATHS AND JACUZZIS (transported set up, not dismantled) in excess of 100 cubic feet	Each	\$167.47
SATELLITE TELEVISION OR RADIO RECEIVING DISCS OR DISHES, INCLUDING MOUNTS, STANDS AND ACCESSORIAL EQUIPMENT		
Disc/Dish Outside Diameter 4 feet or less	Each	\$89.32
Over 4 feet but not over 8 feet	Each	\$134.17
Over 8 feet but not over 12 feet	Each	\$198.30
Over 12 feet	Each	\$310.05

WEIGHT ADDITIVES: When the shipment includes travel camper trailers, mini-mobile homes (other than utility and pop-up trailers), airplanes, boats, light rowboats, kayaks, canoes, gliders (except hang gliders), skiffs, sailboats and/or boat trailers, the transportation charges will be based on the net scale weight of the shipment, plus a weight additive calculated in accordance with the table shown below:

AIRPLANES OR GLIDERS (except hang gliders): 120 pounds per linear foot of total length of the fuselage

BOATS 14 ft. and over in length: 115 pounds per linear foot.

BOAT TRAILERS any length: 75 pounds per linear foot.

CANOES, SKIFFS, LIGHT ROWBOATS AND KAYAKS 14 ft. and over in length: 40 pounds per linear foot.

SAILBOATS 14 ft. and over in length: 125 pounds per linear foot.

TRAVEL CAMPER TRAILERS AND MINI-MOBILE HOMES (other than utility and pop-up trailers): 300 pounds per linear foot.

#### ITEM 164 (Concluded) LIGHT AND BULKY ARTICLES

NOTE 1: This weight additive WILL NOT APPLY to boats, canoes, skiffs, light rowboats, kayaks or sailboats of less than 14 ft. in length, nor to dinghies or sculls any size.

NOTE 2: When the shipment contains two or more articles subject to the weight additive, the total weight additives for that shipment will be the sum of the individual additives for each bulky article calculated separately.

NOTE 3: In determining lengths for the purpose of this item, all fractions of a foot will be disregarded.

NOTE 4: The length of boats, canoes, skiffs, light rowboats, kayaks or sailboats shall be determined by the straight center line distance between the top center point of the transom and a point perpendicular with the foremost of the bow, manufacturer's "length overall" or "center line length" shall apply as the correct length for the purposes of this item in lieu of physical measurement by mover.

NOTE 5: The length of boat trailers shall be the straight center line distance from a point equal to the rearmost part of the trailer to foremost part of the trailer tongue. The manufacturer's "length overall" shall apply as the correct length for the purposes of this item in lieu of physical measurement by mover.

NOTE 6: The Light and Bulky Articles Charge or the Weight Additive MAY APPLY for the following items, tendered either whole or in a disassembled or partially disassembled condition: automobiles, trucks, vans, dune buggies, all terrain and specialty motor vehicles, motorcycles, boats, canoes, skiffs, sailboats, boat trailers, tractors, riding mowers, snow mobiles, riding golf carts, trailers, campers, airplanes, and gliders.

## ITEM 168 RIGGING, HOISTING OR LOWERING

When it is necessary to use rigging, hoisting, or lowering services to accomplish pickup or delivery of a shipment, the mover shall perform such services at rates no higher than those provided in Item 320, subject to the mover's ability to furnish proper equipment and experienced personnel.

If requested by the shipper, the mover shall act as the shipper's agent to secure such services from a third party, if available. All charges of third persons must be paid by the shipper and are in addition to all other charges named herein.

## ITEM 172 DISASSEMBLING AND REASSEMBLING

Distance Rates in Items 310, 330, and 390 DO NOT include removing any outdoor articles embedded in the ground or secured to a building, nor the assembling or disassembling of any outdoor articles, such as steel utility cabinets, swings sets, slides, sky rides, jungle gyms, or other outdoor articles of similar nature, nor the assembling or disassembling of unusual articles found inside of buildings, such as German schranks, water beds, steel shelving, pool tables, elongated work tables, counters, etc. Upon request of shipper, the mover will disassemble or reassemble such articles, subject to charges provided in Item 320. The shipper will be required to furnish, at the time of reassembling, any new hardware, nuts, bolts, etc., necessary to perform the service.

### ITEM 176 ♦ APPLIANCE SERVICING

- 1. Distance rates in Items 310, 330 and 390 DO NOT include the servicing or reservicing of articles or appliances including, but not limited to washing machines, refrigerators, deep freeze cabinets, air conditioners, grandfather clocks, radios, record players and television sets, which if not properly serviced, may be damaged in or incident to transit. The mover assumes no liability for such damage unless such articles are serviced as provided in NOTES 1 and 2 of this item or unless such damage is caused by negligence on the part of mover.
- 2. Upon request of the shipper, on shipments subject to subject to distance rates specified in paragraph 1 of this item, the mover will service or re-service appliances or other articles subject to the rates specified in paragraph 3 below (see NOTES 1 and 2).
- 3. The following maximum fixed rates shall apply for servicing or re-servicing appliances, as specified by this item (see NOTE 3).

Servicing or Re-servicing of Appliances:

	IERR	HORY
	A	В
First Item	\$21.65	\$19.10
Each Additional Item	\$14.30	\$12.55

NOTE 1: If the mover does not possess the qualified personnel to properly service and re-service such articles or appliances, the mover will upon request of, and as agent for the shipper, engage third persons to perform the servicing and re-servicing. All charges of third persons must be paid by the shipper and are in addition to all other charges in

## ITEM 176 (Concluded) APPLICANCE SERVICING

this Tariff. Such charges will be advanced by the mover and billed as an Advanced Charge as provided in Item 180.

NOTE 2: The mover reserves the right to inspect articles or appliances to determine whether they are in good working order before accepting them for shipment. The mover assumes no liability whatsoever for the charges of third persons for the resynchronization of grandfather clocks, including the pendulum or weights therefore which were disassembled at origin by the mover, or the returning, refocusing, or other adjustments of television sets unless such services were made necessary due to the mover's negligence.

NOTE 3: The applicable rate shall be that for the territory where the service is provided. For description of territories see Item 210.

#### ITEM 180 ADVANCED CHARGES

Charges advanced by the mover for services of others engaged at the request of the shipper will be supported by the mover with a copy of the invoice setting forth services rendered, charges, and basis thereof, together with reference to applicable schedule or tariff if charges are assessed in accordance therewith. The advanced charges are in addition to and shall be collected with all other charges.

## ITEM 184 SHUTTLE SERVICE

- 1. It is the responsibility of the shipper to make the shipment accessible to the mover or accept delivery from the mover at a point at which the road haul vehicle may be safely operated.
- 2. When it is physically impossible for the mover to perform pickup of the shipment at origin or to complete delivery of the shipment at the destination with normally assigned road haul equipment due to the structure of the building, its inaccessibility by highway, inadequate or unsafe public or private road, overhead obstructions, narrow gates, sharp turns, trees, shrubbery, the deterioration of roadway due to rain, flood, snow, or nature of an article or articles included in the shipment, the mover shall hold itself available at point of pickup or tender delivery at the destination at nearest point of approach to the desired location where the road haul equipment can be made safely accessible.

## ITEM 184 (Concluded) SHUTTLE SERVICE

- 3. Upon request of the shipper, the mover will use or engage smaller equipment than its normal road haul equipment or provide extra labor to transfer the shipment between the origin or destination and the nearest point of approach by the mover's road haul equipment. Such service shall be provided at rates no higher than those in Item 320 and shall be in addition to all other transportation or accessorial charges.
- 4. If the shipper does not accept the shipment at the nearest point of safe approach by the mover's road haul equipment to the destination, Item 96 (Inability to Make Delivery) shall apply.

## ITEM 200 APPLICATION OF TERRITORIAL DESCRIPTIONS

Territories described in this section apply in connection with rates and regulations making references thereto.

## ITEM 210 DESCRIPTIONS OF TERRITORIES (See Map in Item 230)

#### TERRITORY A

The City and County of San Francisco and the Counties of Alameda, Contra Costa, Marin, Monterey, San Mateo, Santa Clara, Santa Cruz and Sonoma.

#### **TERRITORY B**

All counties in the state not included in Territory A.



ITEM 310 ♦
MAXIMUM FIXED DISTANCE RATES IN DOLLARS PER 100 POUNDS

Rates named in this item apply subject to Item 16 (Application of Rates). (See NOTES 1 through 6.)

MILI			BREAK MINIMUM WEIGHT IN POUNDS											
	NOT		POINT									ı	-	
OVER	OVER	QTY	lbs.	1000	B.P.	2000	B.P.	5000	B.P.	8000	B.P.	12000	B.P.	16000
0	10	106.10	607	64.35	1489	47.90	4938	47.30	7696	45.50	11644	44.15	15783	43.55
10	20	107.80	606	65.30	1486	48.50	4923	47.75	7716	46.05	11714	44.95	15716	44.15
20	30	109.75	601	65.95	1497	49.35	4874	48.10	7801	46.90	11655	45.55	15790	44.95
30	40	111.70	600	67.00	1501	50.25	4876	49.00	7772	47.60	11673	46.30	15724	45.50
40	50	113.50	601	68.20	1489	50.75	4867	49.40	7766	47.95	11888	47.50	15596	46.30
50	60	115.65	603	69.70	1488	51.85	4875	50.55	7755	49.00	11817	48.25	15719	47.40
60	70	117.45	605	71.00	1508	53.50	4832	51.70	7706	49.80	11904	49.40	15596	48.15
70	80	119.50	607	72.45	1505	54.50	4835	52.70	7697	50.70	11894	50.25	15634	49.10
80	90	121.25	606	73.40	1514	55.55	4852	53.90	7726	52.05	11724	50.85	15765	50.10
90	100	123.15	607	74.65	1520	56.70	4815	54.60	7795	53.20	11696	51.85	15661	50.75
100	120	129.35	593	76.60	1514	57.95	4793	55.55	7878	54.70	11639	53.05	15714	52.10
120	140	134.75	584	78.65	1517	59.65	4778	57.00	7825	55.75	11645	54.10	15764	53.30
140	160	139.60	574	80.10	1521	60.90	4783	58.25	7843	57.10	11580	55.10	15725	54.15
160	180	144.75	568	82.15	1517	62.30	4780	59.55	7765	57.80	11689	56.30	15688	55.20
180	200	149.65	560	83.75	1521	63.65	4757	60.55	7822	59.20	11585	57.15	15805	56.45
200	225	154.75	558	86.25	1515	65.30	4748	62.00	7807	60.50	11554	58.25	15698	57.15
225	250	159.85	552	88.15	1507	66.40	4775	63.40	7824	62.00	11565	59.75	15599	58.25
250	275	162.45	556	90.30	1509	68.10	4766	64.90	7828	63.50	11509	60.90	15672	59.65
275	300	164.70	559	92.05	1513	69.60	4771	66.40	7838	65.05	11493	62.30	15641	60.90
300	325	166.80	562	93.70	1516	71.00	4796	68.10	7795	66.35	11512	63.65	15850	63.05
325	350	168.80	575	97.05	1510	73.25	4782	70.05	7789	68.20	11605	65.95	15746	64.90
350	375	172.80	575	99.30	1512	75.05	4801	72.05	7778	70.05	11649	68.00	15612	66.35
375	400	174.55	577	100.70	1523	76.65	4769	73.10	7820	71.45	11648	69.35	15597	67.60
400	425	175.95	580	102.05	1528	77.95	4786	74.60	7781	72.55	11645	70.40	15637	68.80
425	450	177.50	581	103.00	1540	79.30	4783	75.85	7805	74.00	11563	71.30	15686	69.90
120	100	111.00	001	100.00	1010	70.00	1700	70.00	7000	' '	11000	7 1.00	10000	00.00
450	475	178.65	582	103.95	1541	80.05	4810	77.00	7798	75.05	11625	72.70	15648	71.10
475	500	179.85	583	103.35	1549	81.10	4831	78.35	7786	76.25	11591	73.65	15664	72.10
500	550	181.50	585	104.73	1565	83.00	4835	80.25	7761	77.85	11623	75.40	15703	74.00
550	600	182.75	589	100.10	1578	84.85	4856	82.40	7714	79.45	11630	77.00	15647	74.00 75.30
600		184.45	593	107.00	1577	86.20	4858	83.75	7752	81.15	11586	78.35	15725	75.30
500	550	107.43	090	100.00	13/1	00.20	<del>-</del> 000	00.70	1102	01.13	11300	70.00	10720	11.00
650	700	185.35	599	110.85	1578	87.45	4875	85.25	7696	82.00	11642	79.55	15659	77.85
700		186.80	607	113.25	1566	88.65	4888	86.65	7673	83.10	11589	80.25	15731	78.90
750		188.20	609	114.45	1594	91.20	4858	88.60	7612	84.30	11616	81.60	15579	79.45
800		190.30	613	116.50	1600	93.15	4864	90.60	7590	85.95	11603	83.10	15567	80.85
850		130.30	010	110.50	1000	30.10	7004	30.00	1 330	00.90	11000	00.10	10001	00.00
	ADD	1.80		1.65		1.65		1.65		1.45		1.10		1.10
			I ES OP		I THEDE∩		50 MII E9	1.00		I 1.40		1.10	ı	1.10
<u>'</u>	FOR EACH 50 MILES OR FRACTION THEREOF OVER 850 MILES													

## ITEM 310 (Concluded) REGION 1. MAXIMUM FIXED DISTANCE RATES IN DOLLARS PER 100 POUNDS

NOTE 1: When shipment charges based on actual weight exceed those based on a greater minimum weight, the latter shall apply. Break Point indicates the weight at which a lower charge results by using the minimum weight and applicable rate at next higher minimum weight bracket.

NOTE 2: For computation of distances, see Item 40.

NOTE 3: Additional charges for bridge or ferry tolls shall not be assessed on shipments transported at the rates contained in this item.

NOTE 4: When the mover's vehicle is held for the convenience of the shipper or consignee through no fault of the mover in connection with shipments moving or to be moved under this item, one hour of free time shall be allowed. A charge at the hourly rates contained in Item 320 will be assessed for each hour, or fraction thereof, in excess of the one-hour free time period.

NOTE 5: Rates named in this item apply in connection with shipments accorded split pickup, split delivery, and both split pickup and split delivery.

NOTE 6: Overtime rates may be assessed subject to the maximum rates of this item when the shipper requests service at a time when the mover must pay its relevant employees overtime in accordance with Industrial Welfare Commission Wage Order 9-2001 or any succeeding Wage Order.

## ITEM 320 ♦ MAXIMUM FIXED RATES IN DOLLARS PER HOUR

Rates named in this item apply for shipments transported for distances of 100 miles or less, subject to Item 16 (Application of Rates) (see NOTES 1 through 5).

		Territory (	See Note 4)
		Α	В
1.	Straight Time		_
	Unit of equipment, plus:		
	(a) one person (driver)	\$135.30	\$129.15
	(b) two persons (driver and helper)	\$217.25	\$199.70
	(c) additional persons, in excess of two,		
	per person	\$ 77.95	\$ 67.40
2.	Time-and-a-half (see NOTE 5)		
	Unit of equipment, plus:		
	(a) one person (driver)	\$173.25	\$164.95
	(b) two persons (driver and helper)	\$293.10	\$265.80
	(c) additional persons, in excess of two,		
	per person	\$113.65	\$ 97.55
3.	Double Time (see NOTE 5)		
	Unit of equipment, plus:	<b>***</b>	4000 =0
	(a) one person (driver)		\$200.70
	(b) two person (driver and helper)	\$369.25	\$331.90
	(c) additional persons, in excess of two,	<b>*</b> 4 4 <b>*</b> = =	<b>*</b> 4 <b></b> .
	per person	\$149.55	\$128.20

NOTE 1: The higher-rated territory in or through which the shipment or any component thereof is transported, shall determine the applicable maximum hourly rates for such shipment.

NOTE 2: Actual bridge and ferry tolls may be added to charges based on rates contained in this item when such toll charges are incurred by the mover. When two or more shipments are transported under the provisions of this item at the same time on one unit of equipment, the incurred toll charges shall be equally divided between each shipment.

NOTE 3: For computation of time, see Item 36.

NOTE 4: For description of territories, see Item 210.

## ITEM 320 (Concluded) MAXIMUM FIXED RATES IN DOLLARS PER HOUR

NOTE 5: Overtime rates may be assessed subject to the maximum rates in paragraphs 2 and 3 of this item when the shipper requests service at a time when the mover must pay its relevant employees overtime in accordance with Industrial Welfare Commission Wage Order 9-2001 or any succeeding Wage Order.

### ITEM 330 ♦ MAXIMUM FIXED RATES IN DOLLARS PER PIECE

Rates named in this item apply for shipments of not more than 5 pieces transported for distances of 50 miles or less, subject to Item 16 (Application of Rates) (see NOTES 1 through 5).

Miles	First Piece	Each Additional Piece
Not over 10	\$ 93.85	\$31.95
Over 10, but not over 20	\$174.45	\$31.95
Over 20	\$243.70	\$31.95

- NOTE 1: PIECE means each household, office, or institutional article tendered in assembled form or in the alternative, tendered in disassembled form, but secured in a manner allowing the article to be handled as a unit.
- NOTE 2: For computation of distances, see Item 40.
- NOTE 3: Additional charges for bridge or ferry tolls shall not be assessed on shipments transported at the rates contained in this item.
- NOTE 4: Rates in this item will not apply to shipments afforded split pickup and/or split delivery, nor to shipments afforded storage-in-transit.
- NOTE 5: Rates in this item will not apply to pianos and organs not conveniently hand carried by one person. Refer to Item 164 (Light and Bulky Articles) for rates for pipe organs, grand pianos, harpsichords and all other types of pianos and organs.

## ITEM 340 ♦ MAXIMUM FIXED RATES FOR PACKING/UNPACKING CONTAINERS

(See Notes 1 through 10)		Container Rates	Packing	Charges	S Unpacking Charges		
1. RATES PER CONTAINER	Per	(See	Terr	itory	Territory		
(In Dollars Per Unit)		Note 9)	Α	В	Α	В	
DRUM, DISH-PACK (Drum, dish-pack, barrel or other specially designed containers of not less than 5 cubic feet capacity for use in packing glassware, chinaware, bric-a-brac, table lamps or similar fragile articles)	Each	47.39	47.65	41.88	19.93	17.80	
CARTONS:							
Less than 3 cu. ft. (Not less than 200 lb. test)	Each	11.71	11.46	10.20	4.79	4.20	
3 cu. ft. (Not less than 200 lb. test)	Each	17.65	17.34	15.39	7.20	6.39	
4-1/2 cu. ft. (Not less than 200 lb. test)	Each	20.93	21.02	18.32	8.86	7.78	
6 cu. ft (Not less than 200 lb. test)	Each	23.93	24.08	21.09	9.97	8.81	
6-1/2 cu. ft. (Not less than 200 lb. test)	Each	27.32	27.42	24.20	11.52	9.91	
WARDROBE CARTON not less than 10 cu. ft. (See Note 8)	Each	26.10	23.33	20.39	9.75	8.70	
MATTRESS CARTON:							
Crib	Each	12.00	8.12	6.74	3.17	2.82	
Not Over 39" x 75"	Each	19.92	13.31	11.15	5.47	4.84	
39" x 80"	Each	24.17	13.31	11.52	5.47	4.95	
Not Over 54" x 75"	Each	21.34	13.60	12.04	5.59	5.01	
Over 54" x 75"	Each	35.23	22.00	19.07	9.15	8.00	
MATTRESS COVER (Paper or Plastic)	Each	12.49	5.42	4.89	2.31	2.07	
CORRUGATED CONTAINERS (Specially designed or constructed for mirrors, paintings, glass or marble tops and similar fragile articles)	Each	41.22	41.47	36.07	17.34	15.39	
CRATES (Other than corrugated, specially designed or constructed for mirrors, paintings, glass or marble tops and similar fragile articles) gross measurement of crate	Cu. Ft. or Fraction Thereof	(See Note 7)	18.78	16.70	3.92	3.17	

### ITEM 340 (Continued) ♦ MAXIMUM FIXED RATES FOR PACKING/UNPACKING AND CONTAINERS

2. RATES PER HOUR PER PERSON (see NOTES 1 through 5)

	TERR	ITORY
PACKING AND UNPACKING	Α	В
(a) STRAIGHT TIME	\$ 86.80	\$ 76.50
(b) TIME-AND-A-HALF	\$127 95	\$112.20
(5) TIME 7(15) 7(17)(21	φ127.00	
(c) DOUBLE TIME	\$168.65	\$148.05

NOTE 1: Rates do not include separate pickup and/or delivery of shipping containers and packing materials provided.

NOTE 2: For a description of territories, see Item 210.

NOTE 3: The applicable rate shall be the rate for the territory in which the service is provided.

NOTE 4: Rates in Paragraph 2 of this item apply for packing or unpacking or both, and may be used in lieu of rates in paragraph 1 (Rates per Container) if the mover and shipper agree to such application before the service commences, subject to Items 28 and 128. The "Agreement for Moving Services" shall determine the applicable maximum rate for the service.

NOTE 5: Overtime rates may be assessed subject to the maximum rates in paragraphs 2(b) and 2(c) of this item when the shipper requests service at a time when the mover must pay its relevant employees overtime in accordance with Industrial Welfare Commission Wage Order 9-2001 or any succeeding Wage Order.

NOTE 6: Container charges in paragraph 1 include all materials used in the packing and sealing of the container indicated. No additional charge shall be made for such materials including dividers, paper, tape and labels.

NOTE 7: The maximum rates in paragraph 1 include packing and construction of such containers.

NOTE 8: No charge will be assessed for wardrobes on shipments transported at the rates provided in Item 320.

NOTE 9: Packing container rates do not include sales tax.

## ITEM 340 (Concluded) MAXIMUM FIXED RATES FOR PACKING/UNPACKING AND CONTAINERS

NOTE 10: Overtime rates for work performed at rates in paragraph 1 (Rates per Container) may be assessed when the shipper requests service at a time when the mover must pay its relevant employees overtime in accordance with Industrial Welfare Commission Wage Order 9-2001 or any succeeding Wage Order. To calculate a maximum rate for overtime, multiply the rate in paragraph 1 by the appropriate factor:

- (a) 1.47 for time-and-a-half.
- (b) 1.94 for double time.

ITEM 390 ♦
MAXIMUM FIXED DISTANCE RATES TO OR FROM STORAGE

Rates named in this item apply subject to Item 16 (Application of Rates). (See NOTES 1 through 7.)

MIL	ES.	I	BREAK	MINIMUM WEIGHT IN POUNDS										
	NOT	ANY	POINT			1								
OVER	OVER	QTY	lbs.	1000	B.P.	2000	B.P.	5000	B.P.	8000	B.P.	12000	B.P.	16000
0	10	106.10	576	61.05	1491	45.50	4858	44.20	7675	42.40	11916	42.10	15525	40.85
10	20	107.80	577	62.15	1482	46.05	4886	45.00	7716	43.40	11793	42.65	15644	41.70
20	30	109.75	574	62.95	1495	47.05	4836	45.50	7746	44.05	11878	43.60	15560	42.40
30	40	111.70	572	63.80	1501	47.85	4818	46.10	7810	45.00	11894	44.60	15588	43.45
40	50	113.50	573	65.00	1491	48.45	4872	47.20	7721	45.55	11921	45.25	15824	44.75
50	60	115.65	574	66.35	1488	49.35	4874	48.10	7793	46.85	11936	46.60	15571	45.35
60	70	117.45	575	67.50	1503	50.70	4867	49.35	7757	47.85	11975	47.75	15699	46.85
70	80	119.50	576	68.80	1505	51.75	4875	50.45	7763	48.95	11878	48.45	15769	47.75
80	90	121.25	575	69.70	1521	53.00	4864	51.55	7822	50.40	11762	49.40	15855	48.95
90	100	123.15	576	70.85	1523	53.95	4852	52.35	7878	51.55	11733	50.40	15826	49.85
100	120	129.35	563	72.70	1523	55.35	4833	53.50	7933	53.05	11593	51.25	15876	50.85
120	140	134.75	554	74.60	1525	56.85	4833	54.95	7877	54.10	11612	52.35	15924	52.10
140	160	139.60	547	76.25	1526	58.15	4854	56.45	7845	55.35	11567	53.35	15911	53.05
160	180	144.75	539	77.95	1531	59.65	4816	57.45	7840	56.30	11617	54.50	15883	54.10
180	200	149.65	532	79.60	1531	60.90	4795	58.40	7843	57.25	11634	55.50	15900	55.15
200	225	154.75	531	82.15	1522	62.50	4789	59.85	7807	58.40	11661	56.75	15789	56.00
225	250	159.85	525	83.85	1522	63.80	4793	61.15	7837	59.90	11600	57.90	15779	57.10
250	275	162.45	529	85.85	1525	65.45	4806	62.90	7829	61.55	11562	59.30	15717	58.25
275	300	164.70	531	87.35	1530	66.80	4825	64.45	7845	63.20	11497	60.55	15763	59.65
300	325	166.80	535	89.20	1530	68.20	4821	65.75	7879	64.75	11463	61.85	15923	61.55
325	350	168.80	549	92.65	1520	70.40	4837	68.10	7830	66.65	11559	64.20	15814	63.45
350	375	172.80	547	94.50	1527	72.15	4838	69.80	7834	68.35	11544	65.75	15818	65.00
375	400	174.55	551	96.10	1533	73.65	4821	71.00	7893	70.05	11504	67.15	15715	65.95
400	425	175.95	553	97.15	1540	74.80	4827	72.20	7879	71.10	11528	68.30	15801	67.45
425	450	177.50	555	98.45	1542	75.90	4872	73.95	7833	72.40	11520	69.50	15736	68.35
450	475	178.65	556	99.30	1551	77.00	4851	74.70	7888	73.65	11487	70.50	15808	69.65
475	500	179.85	557	100.10	1556	77.85	4866	75.75	7890	74.70	11478	71.45	15810	70.60
500	550	181.50	560	101.55	1572	79.80	4897	78.15	7791	76.10	11543	73.20	15826	72.40
550	600	182.75	564	102.95	1585	81.55	4902	79.95	7790	77.85	11507	74.65	15883	74.10
600		184.45	568	104.60	1583	82.75	4922	81.45	7819	79.60	11420	75.75	15927	75.40
""	300				. 500	02.70		510			20		.5521	. 5. 10
650	700	185.35	573	106.10	1584	84.00	4911	82.50	7768	80.10	11559	77.15	15866	76.50
700		186.80	579	108.10	1573	85.00	4956	84.25	7744	81.55	11493	78.10	15826	77.25
750		188.20	582	109.50	1594	87.25	4929	86.00	7675	82.50	11521	79.20	15748	77.95
800		190.30	586	111.45	1600	89.15	4914	87.60	7699	84.30	11438	80.35	15841	79.55
850		130.50	300	111.70	1000	00.10	7017	37.00	1000	37.50	11700	00.00	150-1	7 3.33
l	ADD	1.80		1.45		1.45		1.45		1.40		1.10		1.10
			I FS OR		I THERE∩		50 MILES	1.40		I 1.40		1.10	ı	1.10
FOR EACH 50 MILES OR FRACTION THEREOF OVER 850 MILES														

## ITEM 390 (Concluded) MAXIMUM FIXED DISTANCE RATES TO OR FROM STORAGE

NOTE 1: When shipment charges based on actual weight exceed those based on a greater minimum weight, the latter shall apply. Break Point indicates the weight at which a lower charge results by using the minimum weight and applicable rate at next higher minimum weight bracket.

NOTE 2: For computation of distances, see Item 40.

NOTE 3: Additional charges for bridge or ferry tolls shall not be assessed on shipments transported at the rates contained in this item.

NOTE 4: When the move's vehicle is held for the convenience of shipper or consignee through no fault of the mover in connection with shipments moving or to be moved under this item, one hour of free time shall be allowed. A charge at the hourly rates contained in Item 320 will be assessed for each hour, or fraction thereof, in excess of the one-hour free time period.

NOTE 5: Rates named in this item apply in connection with shipments accorded split pickup, split delivery, and both split pickup and split delivery.

NOTE 6: Rates in this item do not apply to shipments afforded split pickup and split delivery in combination when such shipments are accorded storage-in-transit service (see Item 156, NOTE 1).

NOTE 7: Overtime rates may be assessed subject to the maximum rates of this item when the shipper requests service at a time when the mover must pay its relevant employees overtime in accordance with Industrial Welfare Commission Wage Order 9-2001 or any succeeding Wage Order.

## ITEM 400 BASIS FOR MOVER'S ESTIMATED COST OF SERVICES

#### This is Not a Contract

NAME OF MOVER
T NUMBER OF MOVER
ADDRESS OF MOVER
TELEPHONE NUMBER OF MOVER

	TELEPHONE	NUMBER OF MOVER	
NAME		PHONE NO.	DATE
MOVING FROM		MOVING TO	
SERVICES REQUESTED:	Distance Move	Hourly Move	Piece Move
SERVICE SR S	NR CNK	SERVICE S	R SNR CNK
Additional helpers	(No.)	Overtime pacl	king labor
Appliance servicing			torage change
Elevator at origin		SIT moving in	
Elevator at destination			ut of warehouse
Flights at origin	(No.)	SIT warehous	
Flights at destination	(No.)		e wrapping or fumigating
Hoisting or lowering at origin		Shuttle service	
Hoisting or lowering at destination			e at destination
Long carry at origin	(No.)	Disassembly	
Long carry at destination	(No.)	Assembly of it	ems
Split delivery		Van &1 perso	
Split pickup		Van & 2 perso	
Packing material delivery/pickup	)		remium Labor
Packing material	D. H.	Expedited Ser	
Packing labor: Hourly	/ By Uni		
Unpacking labor: Hourly Shipment is valued at actual case.	/ By Uni	t Additional Equ	uipment Requirement
TRANSPORTATION VALUATION Conts/lb./article Actual Cash Value Full Value *  STORAGE-IN-TRANSIT VALUATION STORAGE-IN-TRANSIT VALUATION STORAGE-IN-TRANSIT VALUATION STORAGE-IN-TRANSIT VALUATION STORAGE-IN-TRANSIT VALUATION	@ No additional of \$ \$ \$ \$	charge per \$100 of declared valu per \$100 of declared valu	
Actual Cash Value		per \$100 of declared valu	e
Full Value		per \$100 of declared valu	
*Deductible options may be ava	ilable under Full Value prote	ection	
CHARGES TO BE PAID BY:	Cash Certified Chec		Credit Card Personal Check
Number of Articles	Number of Room	S	Total Number of Packing Container
to be moved	to be	moved	to be Supplied by Mover
SERVICES AND ITEMS LISTED UNDERSTAND THAT ADDITION LATER DATE.	OON THIS DOCUMENT BE NAL CHARGED WILL BE N	CONSIDERED IN DETE IADE FOR ANY ADDITIO	ANY SERVICES. I REQUEST ONLY THE RMINING THE ESTIMATED COST. I DNAL SERVICES REQUESTED AT A
FOR PERSONS MOVING HOUS	SEHOLD GOODS."		Date
NOTE: If moving conditions change	between now and moving dat	e, call the mover.	

## ITEM 410 TABLE OF MEASUREMENT AND ESTIMATE

COLUMN 1				COLUMN 2					
Articles Not To Be Shipped ARTICLE	Cu. Per Ft. Pc.	No. of Pc.	Cu. Ft.	Not To Be	Cu. Per Ft. Pc.	No. of Pc.	Cu. Ft.		
LIVING AND FAMILY ROOMS			LIVING AND FAMILY ROOMS (Cont.)						
Bar, Portable	11			Rug, Small Roll or Pad	3				
Bench, Fireside of Piano	5			Sofa, 2 Cushions	35				
Bookcase	20			Sofa, 3 Cushions,	50				
Bookshelves, Sectional	5			Sofa, 4 Cushions	60				
Chair, Arm	10			Sofa, Sect., per Sect.	30				
Chair, Occasional	15			Studio, Couch, or Hideabed	50				
Chair, Overstuffed	25			Tables, Coffee	5				
Chair, Rocker	12			Tables, Dropleaf	12				
Chair, Straight	5			Tables, Nesting	2				
Clock, Grandfather	20			Television, Big Screen	40				
Day Bed	30			Television, Combination	25				
Desk, Small or Winthrop	22			Television or Radio Console	15				
Desk, Secretary	35			Bench, Harvest DINING ROOM	10				
Fireplace Equipment	5			Buffet	30				
Foot Stool	2			Cabinet, China	25				
Lamp, Floor or Pole	3			Cabinet, Corner	20				
Magazine Rack	2			Chair, Dining	5				
Music Cabinet	10			Rug, Large Roll or Pad	10				
Piano, Baby Grand or Upright	70			Rug, Small Roll or Pad	3				
Piano, Parlor Grand	80			Server	15				
Piano, Spinet	60			Table, Dining	30				
Rug, Large Roll or Pad	10			Tea Car	10				
Subtotal Col. 1				Subtotal Col. 2					

# ITEM 410 (Continued) TABLE OF MEASUREMENT AND ESTIMATE

COLUMN 3		COLUMN 4							
Articles Not To Be Shipped ARTICLE	Cu. Per No. Ft. of Pc. Pc.	Cu. Ft.	Articles Not To Be Shipped ARTICLE	Cu. Per Ft. Pc.	No. of Pc.	Cu. Ft.			
BEDROOM			BEDROOM (Continued)						
Bed, including Spring & Mattı	ress:		Waterbed	20					
Double	60		Bassinette	SERY 5					
King Size	70		Bed, Youth	30					
Single or Hollywood	40		Chair, Child's	3					
Rollaway	20		Chair, Rocker	12					
Bunk (Set of 2)	70		Chest	12					
Bookshelves, Sectional	5		Chest, Toy	5					
Bureau, Dresser, Chest of			Crib, Baby	10					
Drawer, Chifforobe or Chiffonier	25		Pen, Play	10					
Cedar Chest	15		Rug, Large Roll or Pad	10					
Chair, Boudoir	10		Rug, Small Roll or Pad	3					
Chair, Straight or Rocker	5		Table, Child's	5					
Chaise Lounge	25		Baker's Rack	CHEN 20					
Desk, Small or Winthrop	22		Breakfast Suite Chairs	5					
Dresser or Vanity Bench	3		Breakfast Table	10					
Dress, Double (Mr. & Mrs.)	50		Butcher Block	10					
Exercise Bike	10		Chair, High	5					
Night Table	5		Ironing Board	2					
Rug, Large Roll or Pad	10		Kitchen Cabinet	30					
Rug, Small Roll or Pad	3		Microwave	5					
Vanity Dresser	20		Serving Cart	15					
Wardrobe, Small	20		Stool	3					
Wardrobe, Large	40		Table	5					
Subtotal Col. 3			Subtotal Col. 4						

### ITEM 410 (Continued) TABLE OF MEASUREMENT AND ESTIMATE

COLUMN 5					COLUMN 6			
Articles Not To Be Shipped ARTICLE	Cu. Per Ft. Pc.	No. of Pc.	Cu. Ft.	Articles Not To Be Shipped	ARTICLE	Cu. Ft. Per Pc.	No. of Pc.	Cu. Ft.
KITCHEN (Continued	)				PORCH, OUTDOOR FU AND EQUIPMENT (C			
Utility Cabinet  APPLICANCES (LARGE)	10							
Air Conditioner, Window	30			C	lothes Dryer Rack	5		
Dishwasher	20			G	arden Hose and Tools	10		
Dryer, Electric or Gas	25			G	ilider or Settee	20		
Freezer: (Cu. Capacity in Ft.)				La	adder, Extension	10		
10 or less	10			La	awn Mower (Hand)	5		
11 to 15	45			La	awn Mower (Power)	15		
16 and over	60			La	awn Mower (Riding)	35		
Range, Electric or Gas	30			Le	eaf Sweeper	5		
Refrigerator (Cu. Capacity in Fe	eet)			0	utdoor Child's Slide	10		
6 or less	30			0	utdoor Child's Gym	20		
7 to 10	45			0	outdoor Swings	30		
11 and over	60			P	icnic Bench	5		
Sewing Machine, Portable	5			P	icnic Table	20		
Sewing Machine, Cabinet	10			R	oller, Lawn	15		
Trash Compactor	10			S	and Box	10		
Vacuum Cleaner	5			S	preader	1		
Washing Machine	25			Ta	able	10		
PORCH, OUTDOOR FURNITURE AND EQUIPMENT				U	mbrella	5		
Barbecue or Portable Grill	10			W	/heelbarrow	8		
Chairs, Lawn	5			A	GARAG sh or Trash Can	6E 7		
Chairs, Porch	10			B	asket, Clothes	5		
Subtotal Col. 5				S	ubtotal Col. 6			

### ITEM 410 (Continued) TABLE OF MEASUREMENT AND ESTIMATE

	COLUMN 7		COLUMN 8		
Articles Not To Be Shipped	ARTICLE	Cu. Ft. No. Per of C Pc. Pc. F	Articles Not To Be Shipped ARTICLE	Cu. Ft. No. Per of Cu. Pc. Pc. Ft.	
	GARAGE (Continue	d)	GARAGE (Continued)		
	Bicycle	10	Table, Utility	5	
	Card Table	1	Tackle Box	1	
	Cabinet Filing	20	Tires	5	
	Carriage, Baby	20	Tool Chest	10	
	Chairs, Folding	1	Tricycle	5	
	Child's Car Set	2	Truck	10	
	Clothes Hamper	5	Vacuum Cleaner	5	
	Cot, Folding	10	Wagon, Child's	5	
	Desk, Office	30	Waste Paper Basket	2	
	Fan	5	Work Bench	20	
	Fernery or Plant Stands	10	OTHER ITEMS (Specify)		
	Fishing Poles	10			
	Foot Lockers	5			
	Golf Bag	2			
	Heater, Gas or Electric	5			
	Metal Shelves	5			
	Ping Pong Table	20		_	
	Pool Table	40	· -		
	Power Tools	50			
	Sled	2			
	Step Ladder	5			
	Suitcase	5		_	
	Subtotal Col. 7		Subtotal Col. 8		

### ITEM 410 (Concluded) TABLE OF MEASUREMENTS AND ESTIMATE

	COLUMN 9				COLUMN 10					
Articles Not To Be Shipped ARTIO	CLE	Cu. Ft. Per Pc.	No. of Pc.	Cu. Ft.	Articles Not To Be Shipped	ARTICLE		Cu. Ft. Per Pc.	No. of Pc.	Cu. Ft.
Т)	CONTAINERS To be Packed by Ship	oper)					ONTAINERS (Continued) To be Packed by Mover)			
Dish Pa	ack	10				Mirror/Pictur	е	5		
Carton						Wardrobe		15		
1 ½	cu. ft.					Crates:				
3 cu	. ft.					x x	=			
4 ½	cu. ft.					x x	=			
6 cu	. ft.					x x	=			
6 ½	cu. ft.					х х	=			
Lamps		5				Subtotal Col	. 10			
Mirror/F		5								
(Tc	CONTAINERS be Packed by Mover)					Total Col. 1				
Dish Pa	ack	10				Total Col. 2				
Carton						Total Col. 3				
1 ½	cu. ft.					Total Col. 4				
3 cu	. ft.					Total Col. 5				
4 ½	cu. ft.					Total Col. 6				
6 cu	. ft.					Total Col. 7				
6 ½	cu. ft.					Total Col. 8				
Lamp		5				Total Col. 9				
						Total Col. 10	)			
Subtota	al Col. 9					GRAND TO	TAL			

Explanation of Abbreviations in Items 400, 410 and 420

@ = at Col. = Column Cu. Ft = Cubic Feet Lbs. = Pounds Mi. = Miles No. = Number Pc. = Piece Wt. = Weight

### ITEM 420 ESTIMATED COST OF SERVICES

This is not a Contract

NAME OF MOVER
T-NUMBER OF MOVER
ADDRESS OF MOVER
TELEPHONE NUMBER OF MOVER

NAME	P	HONE NO.		DATE
MOVING FROM MOVING TO		DATE (	OF MOVE	
Charge to (Corporation or individu	al)	DATE	O' DEFINER!	
SERVICES REQUESTED: Distan	ce Move Hourly Mov	e Piece Move	No Article	es To Be Moved
No. of Rooms To Be Mo	ved Total No. of Pac	king Containers to B	e Supplied by N	Mover
CHARGES TO BE PAID BY: Cas	Certified Check	_ Money Order	Credit Card	Personal Check
APPROXIMATE WEIGHT: Total (	Judic Feet (from table of me	easurements)	cu. π at /	ibs. per cu. π. = ib
	LONG DIST	ANCE MOVING		
Total cu. ft		Miles		
Est. Weight	lbs. at		per 100 lbs.	\$
No. Flights	at		_ per 100 lbs.	\$
No. Long Carries	at		_per 100 lbs.	\$
Extra Pickup-Delivery or Both				\$
Haul to – from Storage-in-Tran	sit	hours		.\$
Storage-in-Transit Charges:				
First Day	Ibs. at		_per 100 lbs.	\$
Each Additional	Day at	<del>_</del>	per 100 lbs.	\$
Piano, Type	Organ, Type	·	<del></del>	\$
Appliances to Service				_\$
Assembly / Disassembly of Art	icles			_\$
Hoisting / Lowering				_\$
Bulky Articles				_\$
Valuation Charge (See Basis f	or Mover's Estimated Co	est of Services)		\$
Other Services				_\$
		Estima	ated Cost	\$

	This is no	t a Contract	
LOCAL MOVING	<u>I</u>	Loadi DBL I Unloa TOTA	Driving Hrs.
	ESTIMATE	OF HOURS	
Estimated hrs. for Estimated hrs. for	van and van and	persons at \$ persons at \$	per hour-straight time per hour-overtime
Piano Type Bridge or Ferry Tolls (Estimated) Hoisting/Lowering Valuation Charge (See Basis for Move		Moving Charge \$ \$ \$ \$ services)	
011 0 1		,	
Pack at Residence, Estimated Pack at Residence, Estimated	HOURL hrs. for	Packers at \$	per hour-straight time per hour-overtime
	hrs. for hrs. for s. for	Y LABOR  Packers at \$ Packing Charge \$ Unpackers at \$ Unpackers at \$ Unpackers at \$	per hour-overtime per hour-straight time per hour-overtime
Pack at Residence, Estimated Unpack, Estimatedhi Unpack, Estimatedhi	hrs. for hrs. for s. for MATERIAL	Y LABOR Packers at \$ Packers at \$ Unpackers at \$ Unpackers at \$ Unpackers at \$ Unpackers at \$ Vnpacking Charge \$ Vnpacking Charge \$ Vnpacking Charge \$ Vnpacking Labor Costs \$  PACKING Ver To Unit	per hour-overtime per hour-straight time per hour-overtime
Pack at Residence, Estimated Unpack, Estimated Unpack, Estimated Unpack, Estimated  Quantity Dish Packs or Barrels Cartons over 1 ½ cu. ft. Cartons over 3 cu. ft. Cartons over 4 ½ cu. ft. Cartons over 6 cu. ft. Cartons over 6 ½ cu. ft. Cartons over 6 ½ cu. ft.	hrs. for hrs	Y LABOR Packers at \$ Packers at \$ Unpackers at \$ Unpackers at \$ Unpackers at \$ Unpackers at \$ Vnpacking Charge \$  Unpacking Charge \$  Ourly Packing Labor Costs \$  PACKING Out of the control of the cost of the c	per hour-overtimeper hour-straight timeper hour-overtime
Pack at Residence, Estimated  Unpack, Estimated Unpack, Estimated Unpack, Estimated  Quantity Dish Packs or Barrels Cartons over 1 ½ cu. ft. Cartons over 3 cu. ft.	hrs. for hrs. for s. for MATERIAL C h a r g e p Pack Unpace	Y LABOR Packers at \$ Packers at \$ Unpackers at \$ Unpackers at \$ Unpackers at \$ Vnpackers at \$ Vnpacking Charge \$ Vnpacking Charge \$ Vnpacking Labor Costs \$  PACKING O e r U n i t K Material	per hour-overtimeper hour-straight timeper hour-overtime

### ITEM 420 (Concluded) ESTIMATED COST OF SERVICES

### This is not a Contract

Any remarks, including minimums such as weight, hours, per pound v	valuations, etc.)
LOCAL MOVING	\$
STORAGE	\$
LONG DISTANCE MOVING	\$
PACKING AND/OR UNPACKING	\$
MISCELLANEOUS	\$
TOTAL COST	\$
Amount Total Cost Exceeds Under Maximum F	ixed Rate \$
MPORTANT NOTICE: This estimated cost document covers only the artic Estimated Costs of Services. ACTUAL CHARGES FOR THOSE SERVICES ESTIMATED COST. No guarantee can be made as to specific dates of pick special arrangements with the mover.	S WILL NOT EXCEED THE AMOUNT OF THE
NOTICE TO THE ESTIMATOR: It is mandatory to use cubic footage for each deasurements and Estimate and the total cubic footage be multiplied by seletermining the charge under the maximum fixed rate.	
TO BE COMPLETED BY MOVER: Are Maximum Rates to be exceeded on this move? YES	NO
If yes, by how much will charged exceed those at Maximum Rates?	
TO BE COMPLETED BY THE SHIPPER:  Do you consent to the amount of charge to be assessed over the Ma	aximum Rates? YESNO
ESTIMATOR'S SIGNATURE	DATE

#### ITEM 440 CHANGE ORDER FOR SERVICES

NAME OF MOVER
T-NUMBER OF MOVER
ADDRESS OF MOVER
TELEPHONE NUMBER OF MOVER

ADDRESS OF MOVER TELEPHONE NUMBER OF MO	OVER
THIS WILL CERTIFY AND ATTEST THAT SHIPPER OR SHIPPER'S REPR SERVICES NO. DATED WITH	REQUESTS
ADDITIONAL SERVICES AT CHARGES AS INDICATED ON REVERSE OF	(MOVER'S NAME) THIS FORM.
Estimated Cost of Services, Agreement for Moving Services	s, Shipping Order and Freight Bill
Document Issued at:	Date Service Req'd A.M. P.M.
	Pack Date A.M. P.M.
	Delivery Date Req'd A.M. P.M.
	Order taken by:
SHIPPER IS REQUESTED TO READ THIS DOCUMENT BEFORE SIGNING or inconsistent with any previous representation. THIS WILL CONFIRM INSTI MOVE, SHIP, PACK, STORE AND/OR PERFORM THE SERVICES HEREOR	RUCTIONS AND AUTHORIZE MOVER TO
FROM:	TO:
Floor Apt. No.	Floor Apt. No.
Phone	Phone
ORIGIN DESTINATION EXTRA HELPER	RATES FOR OTHER ADDITIONAL SERVICES
Van and Men Van and Men per man	REQUESTED
\$ per hr. \$ per hr. @\$ hr.  Calculated on Basis of Loading and Unloading Plus Double Driving time	
between Point of Pickup and Delivery.	
PACKING INSTRUCTIONS pack unpack hourly unit	
PACKER'S NAME HOURS DATE	
LONG DISTANCE RATES Rate per 100 lbs. between Points I	Named
Miles 500 Lbs. 1000 Lbs. 2000 Lbs. 5000 Lbs. 5	
Pickup or Delivery at other Add'l Than Ground Floor Charge Split Pickup and/or Per piece or Cwt. Per Flight \$ Delivery per Stop @	\$
STORAGE-IN-TRANSIT (Max. 90 days)  First Day @c/cwt.  Add'l Days @c/cwt./day  Warehouse Handlinglbs @c/cwt.	
PIECE MOVING 1st Article Add'l Article (NOT OVER 5 PIECES) \$ EA.	Miles

### ITEM 440 (Continued) CHANGE ORDER FOR SERVICES

				CKING/UNPAC hourly or by c				
	RA	TES F	OR HOUR	LY PACKING	_ABOR (If Ap	plicable)		
PACKING/CRATIN	G@\$	_	Per Man	Per Hour Plus All	Materials Used	l on Job		
UNPACKING/UNC	RATING @\$	_	Per Man	Per Hour Plus Al RATE:			CONTAINERS)	
						,		MATERIALO
CONTAINER/MATE	ERIALS Est.	No. Used	RAT	R MATERIALS  E AMOUNT	RATE	R MATERIALS  AMOUN		MATERIALS AMOUNT
Dishpacks (Not less		OSCU		\$		\$	10112	\$
Cartons: 1 ½	,			\$		\$		\$
3				\$		\$		\$
4 ½ 6 ½				\$ \$		<u>          \$                          </u>		\$ \$
Mattress: Single S	Size			\$		\$		\$
Double Size				\$		\$		\$
King Size				\$		\$		\$
Queen Size Crib Size				<u>     \$                               </u>		<u>\$</u>	<del></del>	\$ \$
Mirror Cartons:				\$		<u> </u>		\$ \$
Wardrobes				\$		\$		\$
Crates				\$		\$		\$
				<u>    \$                                </u>		\$ \$		\$ \$
	TOTAL N	IATERIA	ALS CHAR	•			111111111111111	
	. O.A.L.	.,		TAL UNIT PACK	ING CHARGES			11111111
Driver	Landing			Deliver /Dieleus		UNPACKING	CHARGE	\$
Driver Helper	Loading  Dbl Driving		Hrs.	Delivery/Pickup TOTAL PACKIN		G HOURS @ \$	F	PER HR.
Helper	Unload		Hrs.			21.00.10 @ ¢		
Van. No.	TOTAL		HOURS C	HARGE		@\$	Per Hr.	\$
The Articles Lister	d Will Be Included In The		Overtime Extra Man	/ \	Hours Hours	<u>@</u> \$ @\$	Per Hr. Per Hr.	\$ \$
Valuation Declared	d In The Agreement For	Moving	Gross Wt.		bs.	Tare Wt.	Lbs.	\$
Services and Mate	erials Unless A Change I		Net Weigh		bs.	@\$	Per Cwt.	\$
Requested.			Flight/Long	g Carry			Per Cwt.	\$
Shipper requests a	change in the valuation lis	sted in	TOTAL PICK	up or Delivery CAKING MATERI	AL CHARGES	@\$		\$ \$
	Moving Services and Mate	rials	TAX	<i>7</i> (1010)	AL OID WOLC			\$
and declared shipm	ient value to be:			OURLY PACKING		@\$	or	\$
\$		_		NIT PACKING/UN		"NIONIE"		\$
			APPLIANC	CES to be service	a, if none write	NONE		\$ \$
The level of protect	ion (actual cash value or f	ull value				HOW PAID		Ψ
	d on the Agreement for Mo			Cash	Cer	tified Check		\$
	at mover's stated rate ove wise indicated here.	er \$100 c	or declared	Money Order _ Personal Check	Cre	edit Card	PREPAID BALANCE	•
TRANSPORTATIO				i ersonal Checi	`		DALANOI	_ Ψ
Actual Cash Value	@ \$			per \$100 of dec	lared value.			
Full Value				nor \$400 -f -	lored value			
No Deductible Deductible of \$250	@ \$ @ \$			per \$100 of dec				
Deductible of \$500				per \$100 of dec				
STORAGE-IN-TRA	NSIT-VALUATION							
Actual Cash Value Full Value	@ \$ @ \$			per \$100 of dec				
	@ \$ HAT THE COST FOR SEF	RVICES	RENDERE					
CHARGES ARE IN	HAT I MAY BE REQUIRE ADDITION TO THOSE C SS. I HAVE READ THIS C	HARGE	S SET FOR	TH ON THE EST	TIMATED COST	FOF SERVICE	S AND/OR AGREE	
Mover's	s Representative	_		Shipper or Shippe	r'a Danrasantat		Da	

### ITEM 440 (Concluded) CHANGE ORDER FOR SERVICES

			ADDITION	AL SERV	ICES REQU	ESTED				
SERV	'ICE		AMOUNT	-		SERVICE		Al.	MOUNT	
Additional helpe		(No.)				packing lal	oor			
Appliance servi					SIT stora	ge charge				
Elevator at origi						to wareho	use			
Elevator at dest	ination					from ware				
Flights at origin		(No.)				nouse hand				
Flights at destin	ation	(No.)			SIT warel	house wrap	ping or			
Hoisting or lowe	ring at origin				Shuttle	ervice at ori	ain			
Hoisting or lowe	ring at doctin	otion			Shuttle se		giii			
lioisting of lowe	at destill	alion			destination					
Long carry at or	rigin	(No.)			Assembly					
Split delivery	igiii	(140.)			Van & 1 r					
Split delivery Split pickup					Van & 2 r		-			
Packing materia	al delivery					or Premiur	n Lahor			
Packing materia					Expedited		II Laboi			
		by Uni	+		Bulky Arti			(No.)		
Packing labor ~								(140.)		
Packing labor ~	r ∼ Hourly				OTHER (	Describe)				
Packing labor ~ Unpacking labo	r ~ Hourly	by Uni			OTHER (	Describe)				
Packing labor ~ Unpacking labo	r ~ Hourly	by Uni	t L		OTHER (	Describe)		TOTAL		
Unpacking labo	No. of Pieces	by Uni	ADDITIONA ARTICLI		LES TO BE	Describe)	ARTI		No. of Pieces	
	r ~ Hourly	TOTA	ADDITIONA ARTICLI	E Cu. Ft.	LES TO BE	MOVED Cu.		CLE Cu. Ft.	Pieces	Cu Ft.

### ITEM 450 AGREEMENT FOR MOVING SERVICES

#### Form for Use in Connection with Consignments of Used Household Goods and Related Articles

and T Number of mover, which shall be the name in the operating authority is held.)  hipper is requested to read this document carefully signing it and ask for an explanation of anything which	(Serial number of document)  (Place document is issued)
signing it and ask for an explanation of anything which	(Place document is issued)
clear or is inconsistent with any previous representation by the mover.)	(
	(Date move is tendered)
	(Date issued)
This will confirm instructions received from	
(Insport a consignment of	Name the person placing instructions)
(Household goods or other sufficient	description to determine the articles
ed in the NOT TO EXCEED PRICE)	
a in the NOT TO EXCEED FRICE)	
(Describe the location from which the Items a	are to be shipped)
	,
	, to receive th
(Describe the location at which the goods are to be de	livered)
nment for transportation on	
(Specify services su	uch as packing, crating,
king or uncrating, in sufficient detail to determine the services included	
included in the NOT TO EXCEED PRICE)	
	in connection with the receip
ortation or delivery of the consignment, to notify	
(N	ame the party to be notified)
(Location where notification is to be	made)
escribe when and how notification is to be made, the expected delivery	date, and when and how
	ly a notification address and/or
livery is to be accomplished, or note the shipper was requested to suppl	
elivery is to be accomplished, or note the shipper was requested to suppl	•

### ITEM 450 (Continued) AGREEMENT FOR MOVING SERVICES

The rate(s) for the above described services is (are)	
(Name the rate or rates and the number of persons, viz, help	pers, packers, to be provided for transportation and
accessorial services ordered, designating the particular serv	vices for which different rates are quoted and the
circumstances which may result in extra charges, e.g. if the	shipper orders additional service or fails to accept
delivery pursuant to the arrangements described above, or i	f mover imposes any minimum provisions or charges
overtir	me)
The charge will include a minimum of	ny minimum hours, weights, rates, valuation levels, etc.)
(list ar	ny minimum hours, weights, rates, valuation levels, etc.)
The Mover Agrees to Perform the Stated Services at the	he stated Rates(Signature of Mover)
mportant Notice	(Signature of Mover)
	in the Bureau of Household Goods and Services' Maximum Rat of Services has been issued no less than three (3) days before
	of Services plus any Change Order for Services issued prior to loted rates applied to: the number of hours, weight, or number of the prior of the pr
	ximum Rate Tariff 4 are open to the public for inspection at the
	rimum Rate Tariff 4 are open to the public for inspection at the
	(designate location)  ed herein): THIS SHIPMENT IS  \$
NOT TO EXCEED PRICE (for all services and articles name THE MAXIMUM CHARGE THAT MY BE ASSESSED FOR	(designate location)  ed herein): THIS SHIPMENT IS Order for Services)
ureau's office in Sacramento or at the mover's office:  NOT TO EXCEED PRICE (for all services and articles name THE MAXIMUM CHARGE THAT MY BE ASSESSED FOR (Subject to Change C	(designate location)  ed herein): THIS SHIPMENT IS Order for Services)
NOT TO EXCEED PRICE (for all services and articles name THE MAXIMUM CHARGE THAT MY BE ASSESSED FOR (Subject to Change C	(designate location)  ed herein): THIS SHIPMENT IS Order for Services)  by authorized credit card.)
NOT TO EXCEED PRICE (for all services and articles name THE MAXIMUM CHARGE THAT MY BE ASSESSED FOR (Subject to Change C (State whether shipper is to pay charges in cash, check, or b) (Shipper's Name)	(designate location)  ed herein): THIS SHIPMENT IS Order for Services)  by authorized credit card.)  (Mover's Name)
NOT TO EXCEED PRICE (for all services and articles name THE MAXIMUM CHARGE THAT MY BE ASSESSED FOR (Subject to Change C (State whether shipper is to pay charges in cash, check, or b  (Shipper's Name)  (Signature of Shipper or Shipper's Agent)	(designate location)  ed herein): THIS SHIPMENT IS Order for Services)  by authorized credit card.)  (Mover's Name)  (Name of Mover's Representative)

# ITEM 450 (Concluded) \* AGREEMENT FOR MOVING SERVICES CONSUMER PROTECTION AND/OR WAIVES

1.	IMPORTANT INFORMATION BOOKLET In accordance with the rules of the Bureau of Household moving company) is required to ensure you (the shipper) Moving Household Goods. You may choose not to receiv another source. You are entitled to payment of \$100 from the booklet before starting your move.	have been given the booklet e a booklet from this mover i gour mover if your mover fa	, <u>Important Information for Persons</u> f you previously received on from ils to ensure that you have received
	Please initial below to acknowledge you have received the	e booklet from either your m	over or another source.
	Date		<u></u>
	(Initial)		
2.	COVERAGE FOR LOSS AND DAMAGE As explained in the "important Information" booklet, the These options are:	re are options available to co	ver loss or damage to your goods.
	(1) 60 cents per pound per article This option provides for recovery for lost or damage coverage is provided at no additional charge.	d item(s) based on 60 cents	times the weight of the item(s). This
	(2) Actual Cash Value This option provides for recovery for lost or damage up to the total dollar amount of valuation declared by option.		
	(3) Full Value Protection This option provides for recovery for lost or damage damage, up to the total dollar amount of valuation dunder this option.	d items based on current rep eclared by shipper. You may	lacement value at the time of loss or be charged for coverage provided
	VALUATION OPTIONS Basic: 60 cents/lb./art. Actual Cash Value Full Value No deductible	TRANSPORATION no additional charge \$per \$100	STORAGE-IN- TRANSIT  no additional charge  per \$100  per \$100
	Deductible of \$250 Deductible of \$250	\$ per \$100 \$ per \$100	\$ per \$100 \$ per \$100
	OPTIONAL: MINIMUM VALUATIONS BASED ON WEIGH	GHT	· <u></u> · ·
		POUND VALUTION MINIMUMS um \$ valuation per pound)	
	(a million	in $\phi$ valuation per pound)	
	Basic: 60 cents/lb./article	not applicable	
	Actual Cash Value \$ Full Value \$	per pound per pound	
3.	ISSUANCE OF AGREEMENT FOR MOVING SERVICES The Bureau requires that an "Agreement for Moving Servadvance of the move. An exception to this requirement is 3 days). You may also choose to waive this requirement	ices" be issued to you by the where the arrangement to m	nove occurs on short notice less than
	<ul> <li>Did you choose to waive this requirement entirely?</li> <li>Was the moving date agreed to between you and the mover <u>less than</u> 3 days prior to the day of the move?</li> </ul>	Yes No	
	Please Print Shipper's Name:		
	Shipper's Signature:	Date:	

## ITEM 460 SHIPPING ORDER AND FREIGHT BILL FOR USED HOUSEHOLD GOODS AND RELATED ARTICLES

Name of Move	No.											
Address T Number of Move												
Date Issued _												
Shipper				Consignee								
Street Address				Street Address								
City				City								
Credit Card of Shipper:												
Destination tele	ephone number a	and notificat	tion address if o	different than								
Description of Shipment:	AT RATES IN DOLLAR PER HOUR											
	Units of Equipment:											
	with Driver only	With river and Helper										
		Time	Time			Time for						
	Service	Started	Time Completed	Deductions		Computing Charges	Rate	Charges				
	Loading			20440110110	( · /	0.14.900		\$				
	Driving					(2)		\$				
	Unloading			T.4-1				\$				
	Total \$ Number of Additional Helpers											
	Loading					\$						
	Driving Unloading					(2)		\$				
								\$				
	Total AT RATES IN DOLLARS PER PIECE (5 Pieces or less)											
	Number of F	Pieces or les	Rate	for Each	Charges	5						
							\$ \$					
	Total AT RATES IN DOLLARS PER 100 POUNDS											
	Weight	DULLARS I	Miles	Tariff Rate	Item	Rate	Charges	<u> </u>				
	vveigni		WIICS	Tailli Mate	itom	rate	\$	,				
	OTHER SERVICES (Including number of Packers) AND CHARGES (3)											
	Valuation Charge (see Agreement for Moving Services and Materials) \$											
	Total to Collect \$ NOT TO EXCEED PRICE \$											
				NOT TO	EXCE	ED PRICE	\$					
(1)	Show time not	chargeable	, such as time	for meals.								
(2)	Show double the driving time, except when more than one shipment transported on a single unit of equipment, show not less than minutes actual time.											
(3)	Show each cha	arge separa	tely and what it	represents.								

# ITEM 460 (Concluded) SHIPPING ORDER AND FREIGHT BILL FOR USED HOUSEHOLD GOODS AND RELATED ARTICLES

Shipper's preferred delivery date:		
Received by mover in good condition on(da	ate), except as noted:	
Received by consignee: Name	Date	
<u>NO</u>	TICE:	
PLEASE INSPECT YO CLAIMS FOR ANY LOST OR DAMAGED GOODS	UR GOODS PROMPTLY. S MUST BE FILED WITH TH	E MOVER IN WRITING.
Computation of Amount Payable When Estimated Cost of Se	vices Has Been Given	
The amount of Estimated Cost of Services	(1) \$	
Total charge on Change Order for Services	(2) \$	
Maximum charge shipper shall pay: total of (1) and (2)	\$	
I hereby authorize mover to assign the freight charges to my card account (as named above).	credit	
cara account (ac names above).		
Signature of shipper or shipper's representative	_	Date
	_	Date Date
Signature of shipper or shipper's representative	_	
Signature of shipper or shipper's representative	_	
Signature of shipper or shipper's representative		
Signature of shipper or shipper's representative		
Signature of shipper or shipper's representative		

### ITEM 465 IMPORTANT NOTICE ABOUT YOUR MOVE

IT IS VERY IMPORTANT THAT YOU ONLY AGREE TO A "NOT TO EXCEED" AMOUNT THAT YOU THINK IS A PROPER AND REASONABLE FEE FOR THE SERVICES YOU ARE REQUESTING. THE "NOT TO EXCEED" AMOUNT THIS MOVER IS REQUESTING IS \$ to perform the following services:						
IF YOU DO NOT AGREE TO THE "NOT TO EXCEED" AMOUNT LISTED OR THE DESCRIPTION OF SERVICES, YOU HAVE THE RIGHT TO REFUSE THE MOVER'S SERVICE AT NO CHARGE TO YOU.						
If you request additional or different services at the time of the move, you may be asked to complete a "Change Order for Services" (Change Order), which will set forth your agreement to pay for additional fees for those newly requested services. If you agree to the additional charges on that Change Order, those charges may be added to the "NOT TO EXCEED" amount set forth above. If you do not agree to the amounts listed in the Change Order, you should not sign it and may refuse the mover's services.						
A mover cannot refuse to release your goods once you have paid the "NOT TO EXCEED" amount for the transportation of your goods and personal effects and any additional services that you have agreed to in writing. The "NOT TO EXCEED" amount must be reasonable.						
A mover cannot, under any circumstances, withhold food, medicine, medical devices, items to treat or assist a disabled person, or items used for care of a minor child. An unlicensed mover has no right to withhold your goods for any reason including claims that you have not adequately paid for services rendered.						
For additional information or to confirm whether a mover is licensed by the Bureau of Household Goods and Services (Bureau), please call the Bureau at (833) 488-2327 or check the Bureau's license lookup on www.bhgs.dca.ca.gov.						
I have completed this form and provided the consumer (shipper) with a copy of this notice.						
Signed Dated						
I have been provided with a copy of this form.						
Signed Dated						

#### ABOUT THIS BOOKLET

This booklet has been prepared by the Bureau of Household Goods and Services (Bureau) to offer guidelines and recommendations for moving and to explain the obligations (regulations) of moving companies in California. The Bureau requires this information be provided without charge by household movers to persons planning to move between points in California. The mover ultimately performing your move must (1) provide this booklet to you at the first in-person contact, (2) mail the booklet to you (time allowing) if the move was arranged and confirmed by mail or telephone and no in-person contact is made prior to the day of the move, or (3) obtain your assurance that you received it from some other source. In any case, you must initial a statement on the Consumer Protections and/or Waivers section of the "Agreement for Moving Services" (Agreement) indicating you have received the booklet. If your mover does not ensure you have this booklet, you are eligible for a \$100 refund from your mover.

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#### INTRODUCTION

This material is designed to give you the information necessary to ensure a well-planned, uncomplicated move. Throughout this document you will be referred to as "you" or the "shipper." The moving company will be called either the "carrier" or the "mover."

The Bureau has rules governing how much the mover can charge you for its services. The specific government rules, regulations and rate limitations for movers within California are provided in the Bureau's Maximum Rate Tariff 4. A copy of the Maximum Rate Tariff 4 and all forms and documents used by the mover can be examined the mover's place of business, the Bureau office located at 4244 South Market Court, Suite D, Sacramento, CA 95834, or on the Bureau's website, <a href="www.bhgs.dca.ca.gov">www.bhgs.dca.ca.gov</a>. In addition, you may call 1-833-488-2327 for information on the maximum rate program.

California moves require much paperwork. You should read all forms and be sure they are completely filled out before you sign. Always get a copy of everything you sign.

If you have a problem about a move within California that you and the mover cannot resolve, please call the Bureau.

#### HOW TO CHOOSE A MOVER

Most licensed moving companies are listed in classified telephone directories, newspapers, and other local advertising. When consulting written advertisements, avoid contacting movers whose license number (Cal "T-No."), issued by the Bureau, is not shown. Such movers are probably not licensed or insured against loss or damage. You may want to ask friends who have recently moved if they can recommend a moving company. Additionally, some realtors may advise you based upon their customers' experiences. Mover associations, business groups, chambers of commerce, and consumer organizations may also be a source of information. Once you have the names of possible moving companies, you may call the Bureau at 1-833-488-2327 or check the Bureau's licensee lookup at <a href="https://www.bhgs.dca.ca.gov">www.bhgs.dca.ca.gov</a> to determine whether the movers are licensed and insured and whether the Bureau has issued citations or taken legal actions against the movers. You should also get written estimates to compare the prices and services of different moving companies to help you select a mover.

Be sure to obtain the complete and correct moving company name, T-number (Bureau license number), address and telephone number of the mover you select to move your belongings, and keep the mover informed as to how and where you may be reached at all times until the shipment is delivered.

#### MAXIMUM RATES

All rates and charges are subject to Bureau-set maximums. Normally, movers will not exceed these maximums; in fact, most movers charge less. However, there may be circumstances under which a mover must issue you a written "Estimated Cost of Services" (Estimate) no less than three days prior to moving day, indicate that maximum rates will be exceeded on the move and obtain your consent to the rates to be charged. If these procedures are not followed, the mover may not exceed Bureau maximum rates.

#### **ESTIMATES AND COSTS**

You should request a written estimate from two or more movers so you can compare prices. Written estimates are binding on the mover. All written estimates must be based on a visual inspection of goods and must show total estimated charges. A verbal or online rate quotation (how much it will cost per 100 pounds or per hour) is not an Estimate. Remember, verbal and online quotes are not binding. To avoid problems in the long run, get any total cost estimates in writing!

In describing your wishes, be as consistent as possible with each mover you talk to; this will make it easier to compare Estimates. Be sure to tell the prospective movers about all of the goods you want moved, any special services you require and conditions affecting pick-up and delivery (e.g., stairs, narrow road). It is especially important to tell the movers everything about your new home that may affect your move. This ensures a more accurate estimate of cost and reduces the chance of misunderstandings and/or unexpected charges on moving day.

A mover's rates for long-distance moves are based on miles, which are miles accounting for driving conditions. If the move is over 100 miles, it is considered a long-distance move and must be charged on a weight and mileage basis. If your move is 100 miles or less, it is considered a local move and is usually charged by the hour. On local moves that can be completed in a few hours, some movers may not consider it feasible to visually inspect and give you a written Estimate and will quote you the hourly rate. You should consider contacting other movers to get a written Estimate of the total cost.

In certain circumstances, some movers may have minimum charges. For example, on hourly moves, a mover may charge a minimum of four hours even if your move takes only two or three. Similarly, on distance moves, a mover may charge for a minimum weight of 5,000 pounds. So, even if the total weight of your shipment is 3,000 pounds, you may be charged for 5,000 pounds.

Movers normally will charge for packing and unpacking services provided. On distancerated shipments there may be an additional charge for elevators and flights of stairs past the first floor (except in a single-family home). If it is impossible for the mover to park so that the tailgate of his vehicle is within 75 feet of the front door, a long carry charge may apply.

If you add items or request services not included in the Estimate, the mover will provide a "Change Order for Services" (Change Order) either at the time of pickup or before performing services, and of course, you pay for these additional services. Make sure the form is filled out before you sign and don't forget to keep a copy. **Do not sign a blank Change Order.** 

The Bureau wants to ensure that you know the cost of your move in advance and that you do not pay an excessive price for the move. Before your move begins, the mover must inform you of a Not to Exceed Price for your move and cannot charge you more than that price unless you add items or request additional services not previously included in your Agreement. This Not to Exceed Price must be written on the Agreement along with any minimums that may apply and specific details of the move.

If you have an Estimate, the amount of the Estimate is the highest price you can be charged and should be the Not to Exceed Price written on the Agreement. However, any charges on a Change Order will be added, as discussed above.

If you do not have an Estimate, the highest price you will pay is the lesser of (1) the Not to Exceed Price, subject to maximum fixed rates, plus any Change Order charges or (2) the charges calculated using the rates quoted in the Agreement.

#### INVENTORY REPORT

An inventory (or inventory report) is a list of items and their current condition. When the mover arrives to pick up your goods, you may request an inventory of all articles you want shipped. A complete and specific inventory report is a business-like procedure for you and the mover. While common for distance moves, an inventory report is not normally prepared for hourly moves. Be aware that if yours is an hourly move you may be charged for the time it takes to prepare the inventory report.

In preparing the inventory list of your furniture and other goods, the mover will note the condition of each article in a code explained at the top of the form: e.g., "G" for gouged. Make sure you and the mover agreed about the condition. If you disagree, make your own notation on the inventory list; otherwise, you may have difficulty securing compensation should damage occur.

Similarly, your personal participation is recommended when your goods are delivered. If an item is missing or damaged, tell the mover and mark it on both the mover's and your copy of the inventory sheet. Check all cartons carrying china, glassware, and other fragile items for damage before the mover leaves.

When delivery is complete, you should sign the inventory sheet and delivery receipt, noting any lost or damaged items. This will simplify processing of any future claims. However, failure to do so in no way affects your right to make a claim and to have the claim considered on its merits.

#### PICKUP AND DELIVERY DATES

If the mover agrees to pick up your goods on a particular day and/or at a specified time, every effort must be made to meet that commitment. If, for some reason, the time or

date cannot be met, the mover must notify you (or the party you designate) by telephone, email, or fax, at the mover's expense, as soon as it becomes apparent that the pickup will not be at the time promised.

If delivery of your goods is delayed, the mover must notify you at least 24 hours in advance (at mover's expense by telephone, email, or fax), at the address or telephone number you have provided.

For moves weighing 5,000 pounds or more and/or transported 75 miles or more, you may request the mover to pick up a shipment on an agreed date and deliver it within an agreed upon span of two consecutive days. If pickup is not made on the agreed upon date and delivery within two (2) days of the agreed date, the mover must pay you \$100 per day for each and every day of delay. This is in addition to any other claim you make. You must request this service in writing and any claim for failure to deliver on the agreed date must be made in writing within 30 days of delivery (See "How to File a Claim").

Claims for reimbursement for damages because of mover negligence in failing to pick up or deliver your shipment on the agreed-upon date or period of time specified in the Agreement and shipping order should be handled like any other claim for loss or damage (See "How to File a Claim").

#### PACKING AND OTHER PREPARATIONS

You may wish to save money by packing some or all of your own household goods; however, you should be aware that in the event of breakage you will have to show damage occurred because of the mover's negligent handling and not your packing. In case there is damage, always save the box, the contents and the packing materials to facilitate claims handling.

Never pack matches, flammables (such as propane tanks) or other dangerous articles (see the last page of this booklet for more examples of things not to include in your move). It's a good idea to empty, defrost and dry refrigerators and freezers. Set aside jewelry, money, vital documents and valuable small items in a safe place, not accessible to anyone entering either your old or your new residence.

Do not ship jewelry, money, important papers or other valuable personal articles unless you make written arrangements with the mover. It is best to carry these items with you.

It is up to you to make such preparations as disconnecting major appliances, providing special services to protect them during the move and removing items attached to walls

or floors such as draperies and tacked-down carpets. Some moving companies will provide these services for a fee, or they can suggest firms in the local area to assist you.

#### AGREEMENT FOR MOVING SERVICES

In addition to other items, the Agreement shows: the mover's name, Bureau license number (T-number), address, and telephone number where you can reach him or her; the address and the telephone number where the mover can contact you about the move; the location where your goods are being moved; the date of loading or pickup and the preferred date of delivery; a summary description of the move (i.e., a general description of items to be included or excluded and services to be provided); the declared value of your goods; the rates upon which the charges are based and any minimums the mover may have; and the Not to Exceed Price, which is the highest charge that may be assessed for the various services to be performed, plus any additional charges as requested on a Change Order.

The mover is required to complete the Agreement (except for the Not to Exceed Price), sign it, and give it to you no less than 3 days before day of the move, unless arrangements to move are made less than 3 days in advance of the moving date or you agree to waive the requirement. This gives you time to review it and ask for an explanation of any unclear items. For example, if you are moving on a Saturday, you should get the Agreement on Wednesday.

Before your move begins, the mover must fill in the Not to Exceed Price on the Agreement and both you and the mover must sign it.

#### WEIGHING YOUR GOODS

When your charges are based on weight, the moving van will be weighed by a certified weighmaster on a certified scale before and after loading. You may observe the actual weighing or you may ask the mover to notify you of the charges by telephone, email, or fax as soon as the goods are weighed. You should request copies of the weight information before and after loading. If you have any reason to question the reported weight, you may ask for a reweigh before delivery.

No extra charge will be made for reweighing IF the difference between the two net scale weights exceeds 100 pounds on shipments weighing 5,000 pounds or less or exceeds two (2) percent of the lower net scale weight on shipments weighing more than 5,000 pounds. The lower of the two net weights must be used in determining the charges. If you request a reweigh and the difference between the weights is not as described above, you may be required to pay for the reweighing.

#### PROTECTING YOUR GOODS

Already included in the mover's rates is protection against possible loss or damage at 60 cents per pound per article. You may choose to purchase additional protection and set the value on your belongings for an amount that makes you comfortable. Be sure to check any insurance policies you have before paying for additional protection. If you are unsure, call your insurance agent.

The mover may charge you for the level of protection and the value you place on your goods. Actual cash value protection covers the depreciated value of your goods and is determined by such things as the cost of the item new, its age, its condition when received by the mover, and the value you declare. Full value protection usually costs more since it will cover the replacement cost of any lost or damaged item. The mover may opt to replace, reimburse or repair the damaged item, according to the protection level you choose. Remember to declare items of extraordinary value. If you fail to do this, the mover may not be liable for the full value of those items regardless of the level of protection you choose. In addition, your goods are protected while they are stored-intransit at your request, and your mover may charge an additional valuation rate for that service. However, if the storage-in-transit is undertaken for the mover's convenience, you will not be charged for this additional protection.

The Agreement includes a section entitled "Consumer Protections and/or Waivers" on which you must declare the value of your shipment and choose a level of protection. If you fail to do so, your goods will be automatically protected for actual cash value up to \$20,000. You may be charged for this protection, at the rate for each \$100 (or fraction thereof) of declared value, as stated on the Agreement. If no valuation charge is stated, the rate is \$0 (zero) per \$100 of declared value. Your protection level choices are explained below.

- a. Basic Coverage at 60 cents per pound per article ensures recovery at 60 cents multiplied by the weight of the item or the carton it's packed in. Thus, if an item weighing 20 pounds is lost or damaged, you can recover \$12.00 for that item (60 cents x 20 pounds). This is very minimal protection and your goods are probably worth considerably more. This protection is included in the mover's rate.
- b. Actual Cash Value protection ensures recovery at the actual cash value (i.e., fair market value of your lost or damaged item(s)), up to the total value you declare. The mover may charge for actual cash value protection and will state the rate on the Agreement.
- c. Full Value protection ensures recovery at the full value (i.e., replacement value) of your lost or damaged item(s), up to the total value you declare. The mover may offer deductibles in combination with full value protection. You are responsible for deductibles unless an item is lost by the mover; refer to section

on Limitations on the Mover's Liability. The mover may charge for full value protection and will state the rate on the Agreement.

#### LIABILITY FOR VALUABLES

Items of extraordinary value, such as antiques, art objects, gold or silver articles, etc., should be separately described on the inventory and a value declared for each. Be sure to list the items by description and value on the shipping document. It's best not to ship money, jewelry, important papers or other valuable personal articles. Keep such items out of the reach of others and take them with you.

#### LIMITATION ON THE MOVER'S LIABILITY

The mover is not liable in a claim for loss or damage to articles in the following situations:

- a. change in condition or flavor of perishables;
- b. loss or damage caused by the shipper, including improper packing;
- c. defect or inherent vice of the article, such as susceptibility to atmospheric changes;
- d. insects, moths, vermin, ordinary wear and tear, or gradual deterioration;
- e. mechanical or electrical derangement of musical instruments, electronic components or appliances, if there is no sign of exterior damage;
- f. loss or damage caused as a result of any strike, lockout, labor disturbance, riot, civil commotion, or any act of any person or persons taking part in any such occurrence or disorder:
- g. hostile or warlike action in time of peace or war;
- h. breakage caused by normal handling of china, glassware, bric-a-brac, or other similar items, unless packed by the mover;
- i. liability of mover for loss or damage shall be subject to your compliance with the rules for filing claims.

For more information regarding limitations on the mover's liability, please see the PUC General Order 136-C, which you may get from the Bureau of Household Goods and Services.

#### IF YOU HAVE LOSS OR DAMAGE

If your goods are lost or damaged, be sure you describe such loss and damage by making notations on the mover's shipping order or freight bill. If the driver refuses, you should report this fact and the condition of the articles in writing to the home office of the mover. Neither of these actions constitute filing a claim, but are made to support a claim to be filed later, as described below.

If you intend to file a claim for loss or damage to your goods, be aware that one of the required documents in support of your claim is a copy of the paid freight bill. This means that before you may file a claim with the mover for loss of or damage to your goods, you must pay the mover for all charges due for transportation services. This is because the handling and settlement of a loss or damage claim is a matter separate from the performance of and payment for the transportation service itself. If you do not pay the transportation charges, the mover may not honor your claim.

#### HOW TO FILE A CLAIM

To file a claim, you must:

- 1. Write the home office of the mover and describe the loss or damage;
- 2. List separately the lost or damaged items;
- 3. Note the exact amount you are claiming for each lost or damaged item; and
- 4. Give the date of your move, the origin and destination and the mover's order number.

If the damage is to packed items, you should retain the box, its contents and the packing materials. This is especially important if you did the packing since you will have to show that bad packing was not the cause of the damage.

Providing copies of documents such as store receipts for the lost or damaged items and professional estimates for repair will speed the processing of your claim.

You should also retain copies of all correspondence with the moving company. In addition, all correspondence addressed to the moving company should be sent by Registered Mail, return receipt requested, to evidence receipt of your claim by the mover.

Your claim must be filed in writing, within nine (9) months after delivery of the goods or within nine (9) months after a reasonable time for delivery has elapsed. Specific rules are set forth in Maximum Rate Tariff 4. The mover is required to acknowledge claims in writing within 30 days and must pay, decline to pay or make a firm compromise settlement within 60 days of receipt of your claim. If some reason beyond the mover's control delays action for a longer time, the mover is required to notify you in writing within 60 days of receipt of your claim as to its status and the reason for delay (with copy to the Bureau) and again every 30 days thereafter until final action is taken. If the mover fails to respond to your claim within the time limits and in the manner described in this paragraph, you should contact the Bureau immediately at (833) 488-2327. (See Maximum Rate Tariff 4, Item 92, for more information on filing claims.)

The Bureau has no authority to compel movers to settle claims for loss or damage and will not undertake to determine whether the basis for, or the amount of, such claims is proper, nor will it attempt to determine the mover's liability for such loss or damage.

If both you and the mover consent, the claim may be submitted to an impartial arbitrator for resolution. You may also commence a suit in small claims court or other court of law. If arbitration or civil action result in a decision in your favor and the mover fails to comply, contact the Bureau.

#### IF YOUR NEW HOME IS NOT READY

If you cannot move into your new home or apartment immediately, you may wish to have your goods moved from your present residence and held in storage for later delivery. For a storage period of 90 days or less, you can request Storage-in-Transit. Separate charges will be assessed for the transportation to your new residence. Storage and handling charges will be assessed for this service and it will be covered by the terms and conditions of your Agreement with the moving company.

If you do not request Storage-in-Transit, or if your storage period exceeds 90 days, your goods will be subject to rates, terms, and conditions set by the local warehouse. The service will be under separate contract with the warehouseman and <u>not</u> regulated by the Bureau.

#### PAYING FOR YOUR MOVE

Most movers insist that you pay in cash, by money order, or certified check; however, you may arrange in advance for the mover to extend you credit. If the mover will accept payment by credit card or personal check, be sure this arrangement is noted on the Agreement.

A mover holding a valid permit from the Bureau has a lien on your goods to secure payment of the moving charges you agreed to in writing before the move began plus the charge for any additional services you requested on a bona fide Change Order For Services (the lien does not apply to food, medicine, medical devices, items used to treat or assist an individual with a disability, or items used for the care of a minor child). Once you pay these authorized charges, the lien is extinguished and the mover must release all of your goods. If the driver requires payment greater than the authorized charges, you should contact the mover about what may be an overcharge. If the matter cannot be resolved to your satisfaction, call the Bureau for assistance at (833) 488-2327.

IMPORTANT INFORMATION FOR SHIPPERS REGARDING HAZARDOUS MATERIALS

HAZARDOUS MATERIAS, AS DEFINED BY THE U.S. SECRETARY OF TRANSPORTATION, ARE NOT ACCEPTED FOR SHIPPING.

SOME OF THE MATERIALS MOST COMMON TO HOUSEHOLD USE ARE INDICATED BELOW:

A. COMPUSTIBLE LIQUIDS: ALCOHOL (RUBBING)

LUBRICANTS (MOTOR OILS) ANTI-FREEZE COMPOUNDS

B. CORROSIVES: ACIDS

DRAIN CLEANER

PHOTOGRAPHIC ACIDS USED IN

**DEVELOPING FILM** 

BLEACH

BATTERIES (WET OR DRY)

WATER PURIFYING AGENTS USED IN

SWIMMING POOLS

C. EXPLOSIVES: FIREWORKS

SMALL ARMS AMMUNITION

FLASH BULBS

D. FLAMMABLES: LIGHTER FLUID

**MATCHES** 

WOOD OIL STAINS

PETROL-CHEMICAL BASED GARDEN SPRAYS

PAINT OR VARNISH

PAINT OR VARNISH REMOVERS

BUTANE/ PROPANE/ GASOLINE (GARDEN

EQUIPMENT) SIGNAL FLARES

CHARCOAL BRIQUETTES

E. COMPRESSED GASSES: AEROSOL CANS

FIRE EXTINGUISHERS SCUBA DIVING TANKS

PLEASE CONTACT YOUR MOVER IF YOU HAVE ANY QUESTIONS ABOUT THE ABOVE ITEMS.