

Tariff No. 15-C

(cancels Tariff No. 15-B)

Rates, terms and conditions for the transportation of

HOUSEHOLD GOODS

between points in the state of Washington

This tariff is established by Commission Order No. TV-072258

And Revised by Commission Orders No. TV-081462, TV-120835, TV-121197, TV-121771, TV-151474, TV-160432, TV-180245, TV-190664, TV-200809, TV-210035, and TV-210326.

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Original Page No. 1

TARIFF FORMAT

This tariff is issued in loose-leaf form. The commission will make revisions to the tariff by reprinting entire pages. Each page will show a revision number in the upper right corner of the

page. Revisions of each page will be issued in numerical order and will cancel all original, prior, or revised pages. For example: "1st Revised Page 2" cancels "Original Page 2."

Section 1 – General Application

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Section 1

General Application

Rates, Rules and Charges Shown in This Section Apply on All Shipments

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Effective: February 21, 2020

ITEM 05 – APPLICATION OF TARIFF

- 1. This tariff applies to the transportation of household goods.
- 2. Every household goods carrier must develop, establish and maintain policies, processes and procedures that ensure it complies with all rates, charges, terms, conditions and directions contained in this tariff.

ITEM 10 -- DEFINITIONS

Accessorial Service: Any service provided by a household goods carrier that supplements, or is incidental to, the transportation of household goods. Examples include, but are not limited to, packing, unpacking, wrapping or protecting portions of the shipment or providing special equipment or services such as hoisting.

Article or Item: One unit of property, whether in a single piece (set up) or taken apart (knocked down) into its component parts. For example, a table and legs that have been removed is still considered a single article. An article or item does not mean a "set" or all the articles in one container. For example, each individual chair of a matching set of dining chairs is considered an article or item. In a box containing a set of encyclopedias, each encyclopedia is considered an article.

Bill of Lading: A shipping document issued by the household goods carrier, signed by both the customer and the carrier that reflects the cost and components of a move.

Consignee: The person accepting the goods at the delivery.

Constructive Weight: A weight based on a formula of seven pounds per cubic foot of properly loaded van space occupied by the customer's goods.

Customer: A person or entity that hires a household goods carrier.

Declared Value: The dollar amount the customer states on the bill of lading as the value of the goods being shipped.

Flat Travel Time: A fixed amount of time from the carrier's terminal to the origin and from the destination back to the carrier's terminal on a local move.

Flight of Stairs: The stairs leading from one complete floor to the next complete floor of a building, or a set of at least 8 but not more than 20 steps outside a building (less than 8 steps is not considered a flight).

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Gross Weight: The weight of the shipment, including the tare weight of the vehicle, customer's goods, all packing containers, and all packing materials.

Household Goods: The personal effects and property used, or to be used, in a residence when it is a part of the equipment or supply of such residence. Transportation of the goods must be arranged and paid for by the customer or by another individual on behalf of the customer. Not included in this definition are operations expressly excluded by WAC 480-15-181.

Interruption: A situation causing a stoppage of service that is in the control of the carrier and not in the control of the shipper. Examples include coffee breaks, lunch breaks, breakdown of equipment and other similar occurrences.

Inventory:

- Cube sheet inventory: An inventory of the items upon which the estimate is based and the estimated cubic footage for each item (cube sheet).
- Descriptive inventory: An inventory of the items that includes a description of each item and the condition of each item at origin and destination.

Loaded Distance: The distance between the loading point (origin) of the shipment and the unloading point (destination).

Local (Hourly-Rated) Move: Shipments transported 55 miles or less.

Long Carry: Exists when the carrier must carry household goods for a distance in excess of 75 feet between the vehicle and the door of the residence, including multi-family housing.

Long Distance (Mileage-Rated) Move: Shipments transported more than 55 miles.

Net Weight: The weight of the goods shipped by the customer, determined by subtracting the tare weight of the vehicle from the gross weight.

Packing: The accessorial service of protecting any portion of a shipment by placing it in boxes, cartons, crates, dish packs, suitcases, trunks or other protective container.

Replacement: Providing as good as, or equal in value to, a lost or damaged article.

Released Valuation: The stated value of articles tendered by the customer to the carrier.

Shipment: A load of household goods moved by a carrier from a single residence or as a single transaction.

Stops in Transit: A service where the carrier loads, unloads or both loads and unloads portions of the customer's household goods at more than one site.

*Revised in Docket TV-151474 Effective: October 6, 2016

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Storage-in-Transit: Temporary warehouse storage (90 days or less) of a shipment pending further transportation.

Story: Inside a building, a story means the stairs leading from one complete floor to the next complete floor. Outside a building, a story means a set of at least 8 but not more than 20 steps (less than 8 steps is not considered a story).

Tare Weight: The weight of an empty motor vehicle obtained when all of the following exists:

- The vehicle's fuel tank is full.
- All pads, chains, dollies, hand trucks, and other equipment needed in the transportation of the shipment are on board the vehicle.
- The crew is not on board the vehicle.

Third Party: A person or entity other than the carrier who provides services requested by the customer through an arrangement with the carrier.

Unpacking: The accessorial service of removing contents from boxes, cartons, crates, dish packs, suitcases, trunks or other protective containers.

Valuation or Valuation Protection: The level of protection the customer selects to protect his or her household goods against loss or damage.

Vehicle: Any motor truck, tractor or other self-propelled vehicle, any trailer, semi-trailer or any combination of such vehicles moving as a single unit.

Warehouse Handling In or Out: Additional charges that apply each time storage-in-transit service is provided. These charges compensate the carrier for the physical placement and removal of items within the warehouse.

Weight Value: Weight value means each of the following:

- For long distance moves, the weight determined by multiplying a dollar amount specified in a valuation option times the net weight of the shipment.
- For local moves, the weight determined by multiplying a dollar value amount specified in a valuation option times the constructive weight of the shipment.
- For moves under a non-binding estimate, the weight determined by multiplying a dollar value amount specified in a valuation option times the constructive weight of the shipment.

*Revised in Docket TV-151474 Effective: October 6, 2016

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ITEM 15 - SHUTTLE SERVICE AND REFUSAL TO PROVIDE SERVICE, PICK UP SHIPMENT OR DELIVER SHIPMENT

- 1. A shuttle service may be used when circumstances exist which prevent the carrier from using a standard moving vehicle and a smaller vehicle is required to complete the move. A carrier may provide shuttle service, provided the customer requests it and the carrier agrees to provide properly sized equipment, smaller vehicle, or additional labor to move a shipment between the point of origin or the point of destination and the carrier's vehicle. In this case, the carrier may charge for this service using the hourly rates listed in Item 230, as long as the carrier discloses the charges to the customer by use of a binding, nonbinding or supplemental estimate and obtains the customer's signature before the work begins.
- 2. A carrier may refuse to provide service, to pick up or to deliver a shipment, if in the carrier's judgment any of the following conditions exist and the carrier or customer have not made arrangements as described in (1), above:
 - a. The move will cause the carrier to provide service it is not authorized to provide.
 - b. The customer does not provide adequate information necessary to establish his or her identity.
 - c. The customer uses a false name with the intent to deceive the carrier.
 - d. Conditions such as civil or labor disturbances make pickup or delivery unsafe or unreasonable.
 - e. The shipment is dangerous, contaminated, infested or has been improperly packed.
 - f. The carrier does not have suitable equipment.
 - g. The condition of the roads, streets, driveways, alleys, or loading or unloading facilities is unsafe or inaccessible.

ITEM 20 - DELIVERY TO OR FROM A WAREHOUSE

Pickup from or delivery to a warehouse, other than the carrier's own warehouse, includes pickup only from a door, platform, or point convenient and accessible to the carrier's vehicle. If the carrier is required to provide service at any other location, additional charges may apply as described in this tariff.

*Revised in Docket TV-200809

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ITEM 30 - DELIVERY TIME AND MEANS

- 1. A carrier will attempt to deliver a shipment during normal business hours, but is not required to guarantee delivery at a specific hour.
- 2. Unless specific arrangements have been authorized by the customer on the bill of lading, the carrier is not required to transport the customer's goods by any particular means or vehicle and is not liable for delays resulting from causes other than negligence of the carrier.
- 3. In cases of unforeseen circumstances which prevent the carrier from completing delivery, the carrier has the right to forward the customer's property by another carrier. The forwarding carrier must notify the customer of the change in carrier. The carrier issuing the bill of lading is the carrier held responsible for the goods.

ITEM 40 - STORAGE WHEN DELIVERY CANNOT BE MADE

- 1. A carrier may place a shipment into storage at the public warehouse nearest the point of destination if the carrier is unable to make a delivery because:
 - a. The carrier was unable to locate a customer at the address given on the bill of lading or the correct address if known by the carrier.
 - b. The customer refused or was unable to accept delivery.
 - c. For a shipment moving on a non-binding estimate, the customer was unable or refused to pay up to 110 percent of the amount of the original estimate plus supplements.
- 2. The carrier's liability as a common carrier ends with delivery to the public warehouse. The shipment becomes subject to the warehouse's liability, terms, and conditions.
- 3. The carrier must notify the customer by every means of contact the carrier has for the customer, including telephone, e-mail, and fax, and the carrier must mail or deliver a written notice to the destination address advising that it was unable to make delivery and advising the customer of the name, address, e-mail address, if applicable, and telephone number of the warehouse where the shipment is stored. The written notice must include a statement that if the customer does not receive or claim the shipment within 30 days of the date the written notice was mailed or delivered as specified in the written notice, the shipment becomes subject to disposition by the carrier (see Item 45).

<u>ITEM 45 – DISPOSITION OF UNCLAIMED GOODS</u>

If the customer does not receive or claim the shipment within 30 days after the carrier mailed or delivered the written notice required in Item 40(3), the shipment becomes subject to disposition by the carrier in accordance with the Washington State Uniform Commercial Code, Chapter 62A.7 RCW.

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ITEM 50- OVERTIME

- 1. Carriers are not required to charge for overtime.
- 2. Carriers may not charge overtime if the overtime was provided for the carrier's convenience because the carrier was unable to provide service on a date requested by the customer but was able to provide service during overtime hours.
- 3. If the carrier charges for overtime, overtime charges will apply in addition to all other applicable rates and charges.
- 4. The carrier may bill the customer overtime charges for loading and unloading services performed:
 - a. Monday through Friday, after 5:00 p.m. and before 8:00 a.m.,
 - b. At any time on Saturdays, Sundays and state-recognized holidays, and
 - c. Any time after eight (8) consecutive hours of service.
- 5. Overtime will be performed only at the request of the customer and at the option of the carrier. The carrier must provide the customer with a written estimate of the total overtime charges and get the customer's written consent before providing overtime service.

Overtime rates:

Rate Applying Per Person, Per Hour		
Minimum	Maximum	
\$11.38	\$21.26	

ITEM 55 - MISCELLANEOUS SERVICES

- 1. If the customer asks the carrier to provide a service for which there is no rate or charge listed in the tariff, and providing that service requires use of the carrier's vehicle and employee(s), the following will apply:
 - a. Service will be provided at the option of the carrier.
 - b. Rates in Item 230 (Hourly Rates) will apply.
 - c. Before providing the service, the carrier must provide the customer with a written estimate and obtain the customer's signature approving the additional costs.
- 2. The carrier may charge for services associated with transportation of the customer's goods for which there is no rate or charge listed in the tariff, such as toll bridge or ferry charges. Before providing the service, the carrier must provide the customer with a written estimate and obtain the customer's signature approving the additional costs.

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ITEM 62 – APPLIANCE SERVICE

The transportation rates in this tariff do not include the servicing or re-servicing of appliances or other articles to protect them from damage in, or incident to, transit. These appliances or articles include, but are not limited to: refrigerators, deep freezers, radios, microwaves, washing machines, television sets, satellite television/radio receiving discs/dishes, air conditioners, grandfather clocks, computers, clothes dryers, cooking ranges, and dishwashers.

Upon request of the customer, the carrier will, if it possesses qualified personnel, service at point of origin and re-service at point of destination appliances or other articles at the charges shown below. If the carrier does not possess qualified personnel to perform the services, the carrier will, with the authorization of the customer, engage third-party vendors to perform the servicing and/or re-servicing.

The service under the provisions of this item is performed solely to prepare the articles for safe transportation, but does not include disconnecting or reconnecting articles to gas, electrical, plumbing or ventilation hook-ups.

The following flat rates apply when carrier personnel provide service/re-service of appliances or other articles:

	Minimum	Maximum
Servicing		
Front Load Washing Machine ¹	\$29.25	\$76.98
First article or appliance	\$13.01	\$34.22
Each additional article or appliance	\$8.72	\$22.93
Re-servicing		
Front Load Washing Machine ¹	\$29.25	\$76.98
First article or appliance	\$8.72	\$22.93
Each additional article or appliance	\$7.61	\$20.01

*Revised in Docket TV-200809

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ITEM 65 - CUSTOMER-PACKED GOODS

- 1. Customers must carefully pack, cover and wrap all breakable or fragile items. Customers must clearly mark the package as "breakable" or "fragile."
- If a carrier finds that an article has not been properly packed by the customer, the carrier must notify the customer of the improper packaging. The customer may choose to repack the article or have the carrier repack the article. The customer may have to pay additional charges for packing service.
- 3. If the carrier is not able to contact the customer, the carrier will repack the article and charge the customer for the service.
 - a. The carrier must document the methods used to contact the customer, to include at least all of the following:
 - Date attempt was made.
 - Time attempt was made.
 - Method used to attempt contact (telephone, fax, personal visit, etc.).
 - Telephone or fax number called.
 - Name and title of person making attempt to contact customer.
 - b. The carrier must retain the documentation with the copy of the bill of lading retained in the carrier's office. In addition, the carrier must attach a copy of the documentation to the copy of the bill of lading given to the customer.
- 4. A carrier may open and inspect any customer-packed article if the carrier believes it is necessary to determine the actual contents.

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ITEM 80 – PAYMENT OF CHARGES

- 1. In advance of the move, the carrier must specify the method of payment on the estimate and any terms or conditions that apply to the method of payment, such as interest rates charged for credit plans. Once specified, the carrier may not require a different payment method. Carriers may accept or require prepayment in part or in full, cash, personal check, cashier's check or money order, credit card, debit card, electronic fund transfers or its own credit plan.
- 2. A carrier may not charge any amount above a binding estimate.
- 3. A carrier may only charge an additional 25 percent above a nonbinding estimate plus any supplemental estimates. The additional 25 percent does not include any finance-related charges the carrier may assess for extending credit, such as interest or late payment fees.
- 4. Unless credit arrangements are made or the move is paid in advance, payment for the move is due upon delivery. If the total due upon delivery exceeds the original estimate, the carrier must release the shipment to the customer when the customer pays either:
 - a. The full amount of the original binding estimate and supplemental estimates.
 - b. 110 percent of the original nonbinding estimate including supplemental estimates.
- 5. The carrier must allow customers at least 30 days from the date of delivery to pay amounts in excess of the 110 percent described in (4)(b) above.
- 6. If the customer fails to pay the rates and charges described in (4) above, the carrier may hold the shipment in secure storage until the customer pays the amount due. The carrier's liability ends with delivery to the storage facility. The shipment becomes subject to the storage facility's liability, terms and conditions. The cost of storage will be charged to the customer at the rates established by the storage facility.

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ITEM 85 - ESTIMATES

- 1. Carriers must provide a written binding or nonbinding estimate to the customer prior to the move.
 - Carriers must visually inspect goods to be shipped, prior to the move or have the customer complete a web site calculation or hard-copy calculation sheet as described in WAC 480-15-630(6).
 - b. Carriers may conduct visual inspections using video conferencing in compliance with WAC 480-15-630(5). Video conferencing options include, but are not limited to Skype, Zoom, Teams, Facetime, or other mobile applications that allow the carrier to interact with the consumer in real time.
- 2. Carriers must give customers a copy of the customer information required in WAC 480-15-620 at the same time as they provide an estimate.
- 3. Carriers must include the following elements in all binding and nonbinding estimates, even if those estimates are completed by the customer in electronic or hard-copy format:
 - a. Carrier's name, address, phone number, fax number (if any), and e-mail address (if any).
 - b. Whether the estimate is binding or nonbinding.
 - c. A space for the customer to sign or initial stating that the customer was provided a copy of the brochure "Consumer Guide to Moving in WA State.
 - d. Customer's name, phone number and address.
 - e. Customer's contact person, if other than customer.
 - f. Origin, destination and any intermediate stops for the shipment.
 - g. A household goods cube sheet inventory of the items upon which the estimate is based and the estimated cubic footage for each item.
 - h. For long distance shipments, the estimated total weight of the shipment and an explanation of the formula used. The formula may not be based on less than seven pounds per cubic foot.
 - i. For local moves, the number of carrier personnel and vehicles that will be used, the number of hours each will be involved in the move and associated rates and charges.
 - j. For long distance moves, the mileage between the origin, destination and intermediate stops and associated rates and charges.
 - k. Overtime hours and charges, if applicable.
 - I. Third-party or accessorial services to be provided and associated charges, if applicable.
 - m. Charges for loss or damage protection coverage (valuation).
 - n. Storage to be provided and associated charges, if applicable.
 - o. Charges for packing and unpacking services, and for containers, if applicable.
 - p. For binding estimates, a statement that the estimate is a guarantee of the cost of the move and that the carrier will not charge above the estimated charges without preparing a supplemental estimate.
 - q. For nonbinding estimates, the following information:

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- i. The estimate is not binding.
- ii. The cost of the move may exceed the estimate.
- iii. The carrier must release the shipment to a customer upon payment of no more than 110 percent of the estimate. Carriers must allow customers at least 30 days from the date of delivery to pay amounts in excess of the 110 percent.
- iv. The customer is not required to pay more than 125 percent of the estimate regardless of the total cost unless the carrier issues and the customer accepts a supplemental estimate. (The 125 percent does not include any finance-related charges the carrier may assess for extending credit, such as interest or late payment fees.)
- r. The forms of payment the carrier will accept, including any terms or conditions that apply to the method of payment, such as interest rates charged for credit plans.
- s. Estimated charges for per-diem if overnight stay will be required, as identified in Item 200 of this tariff.
- t. Signatures of the carrier personnel completing the form, the customer, and the dates each signed.
- 4. A supplemental estimate must include the following, if changed from the original estimate:
 - a. Carrier's name, address and phone number.
 - b. Customer's name, address and phone number.
 - c. Origin, destination and any intermediate stops for the shipment.
 - d. Customer contact person for the supplemental estimate, if other than the customer.
 - e. A complete description of the services or products added by the supplemental estimate and associated charges. Each service or product and charge must be listed separately in sufficient detail to determine if proper rates were charged according to the tariff or, where no tariff charges exist, in sufficient detail to determine the exact nature, number, and type of charges.
 - f. Signatures of the carrier personnel completing the form and the customer and the dates each signed.
- 5. Estimates for moves completed by the carrier must be filed with the bill of lading and retained for the same length of time as required for the bill of lading. Estimates for moves not completed may be discarded when the estimate expires.

*Revised in Docket TV-200809 Effective: November 1, 2020

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ITEM 90 - CARRIER LIABILITY FOR HOUSEHOLD GOODS AND CUSTOMER VALUATION OPTIONS

- 1. The carrier is liable for physical loss of, or damage to, any article from external cause while being packed, unpacked, loaded, unloaded, carried, or held in Storage-in-Transit, including breakage, if the articles are packed by the carrier and/or if the breakage results from negligence of the carrier. The amount of liability a carrier must assume depends on the level of valuation protection selected by the customer, as indicated on the bill of lading.
- 2. The carrier is liable directly to the customer for loss and damage, regardless of any cargo insurance policies the company may have.
- 3. Customers may include the following items in a shipment, however, the carrier is not responsible for the condition or safe delivery of:
 - Coins, currency, deeds, notes, postage stamps, letters, drafts or valuable papers of any kind.
 - Jewelry, precious stones, or precious metals.
 - Items of extraordinary value.
 - Items requiring temperature control.
 - Household pets.
 - Live plants.
 - Perishable items.
 - Furniture or other items made of pressboard, particle board or similar pressed material.
- 4. The carrier is not liable for the loss of or damage to any article from external cause while being carried or held in Storage-in-Transit, due to the following circumstances:
 - a. Breakage, when items are packed by the customer or the customer's representative unless it can be proved that the breakage resulted from negligence by the mover in handling the articles.
 - b. Internal damage to electronics (radios, stereos, VHS players, CD/DVD players, televisions, computers, printers, scanners, etc.) when no visible damage to the external packaging or contents exists or if the item was packed by the customer or the customer's representative.
 - c. Loss or damage from insects, moths, vermin, mold, fungus or bacteria within the customer's belongings or that develop therein due to conditions present before the carrier picks up the customer's belongings.
 - d. Loss or damage because the item was in an obvious state of disrepair at the time of shipment, provided that the carrier noted the disrepair on the inventory.
 - e. An act, omission, or order of the customer, or loss or damage resulting from the customer's inclusion in the shipment of such articles as explosives, dangerous articles or dangerous goods.

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- f. Defective design of an article, including susceptibility to damage because of atmospheric conditions such as temperature or humidity changes.
- g. Hostile or warlike action or use of any weapon of war (in time of peace or war), terrorism, insurrection, rebellion, revolution, civil war, usurped power, and action taken in hindering, combating, or defending against such occurrences: a) by any government or sovereign power, or by authority maintaining or using military forces; b) by military forces; or, c) by an agent of such government, power, authority or forces.
- h. Seizure, confiscation or destruction under quarantine by order of any government or public authority.
- i. Strikes, lockouts, labor disturbances, riots, civil commotions or the acts of any person or persons taking part in any such occurrence or disorder.
- i. Acts of God.
- 5. The carrier will not accept the following items for shipment:
 - 1. Explosives.
 - 2. Dangerous goods.
 - 3. Property liable to damage carrier equipment or other property.
- 6. The customer assumes all liability for goods left unattended by the customer before pickup by the carrier.
- 7. The customer assumes all liability for goods when the customer directs the carrier, in writing, to unload or deliver property at a location that will be unattended.
- 8. The amount of liability a carrier must assume depends on the level of valuation protection selected by the customer and the customer-declared value, as indicated on the bill of lading. Before providing service, the carrier must require the customer to state in writing on the bill of lading either the declared value of the shipment in cents per pound or a lump sum value for the entire shipment. If the carrier fails to obtain the customer's declared value, the value will be based on the net weight or constructive weight of the shipment.
 - For long distance moves, the weight of the shipment is determined by recording the net weight.
 - For local moves, the weight of the shipment is determined by recording the constructive weight. Constructive weight is calculated by multiplying seven pounds times each cubic foot of space used in the moving vehicle.
- 9. The customer may choose from three valuation options to determine the liability the carrier must assume for loss or damage. Each option has a different cost to the customer and represents a different level of carrier responsibility. The customer has the following valuation protection options and must, on the face of the bill of lading, select one of the options. The carrier must not load the customer's goods until the customer selects an option and makes the appropriate notation on the bill of lading.

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a. Option 1 - Basic Value Protection. This is the most economical protection option available to a customer and is the minimum level of responsibility a carrier must assume for a household goods shipment. This option provides coverage at \$0.60 per pound per item. In case of loss or damage, the liability is \$0.60 times the net weight of the lost or damaged goods. In the event of a loss or damage to one of a matched pair or set of items, the carrier's maximum liability will be limited to the damage or loss of only the individual item.

The customer incurs no additional cost for this level of coverage.

b. Option 2 - Replacement Cost Coverage with Deductible. This option provides full value coverage less a \$300 deductible to the customer and a maximum carrier liability up to the declared value or \$5.00 times the net weight of the shipment, whichever is greater. If the customer fails to select a level of valuation protection on the bill of lading, replacement value protection will be the default level in the case of a loss or damage claim.

In the case of loss or damage the carrier must repair the damaged goods to the customer's satisfaction, reimburse the customer or replace the damaged goods for any amount above the \$300 deductible. The \$300 deductible applies to the entire shipment rather than each individual item.

For example, if the value of three lost items equals a replacement cost of \$500, the carrier would be liable for \$200 (\$500 less \$300 deductible).

In the event of a loss or damage to one of a matched pair or set of items, the carrier's maximum liability will be limited to the damage or loss of only the individual item, subject to declared value limitations. If the carrier decides to reimburse for or replace a lost or damaged item, the carrier may claim the lost or damaged item as its property.

The basis for valuation of the following items will revert to depreciated or fair market value, even if the customer selects Option 2. The customer must provide information about these items and the carrier must list these items separately on an inventory that accompanies the bill of lading.

- Any item which inherently cannot be replaced with new items such as antiques, fine art, paintings and statuary.
- Items for which age or history contributes substantially to their value such as memorabilia, souvenirs and collector's items.

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Rate applying per \$100 of weight value (Declared value or \$5.00 times the net weight of the shipment, whichever is greater, rounded to the nearest increment of \$100.00)

Minimum	Maximum
\$0.55	\$1.15

The cost to the customer for replacement cost coverage with deductible is calculated by:

- (i) Multiplying the net weight of the shipment by \$5.00; rounding to the nearest increment of \$100.
- (ii) Obtaining the customer's declared value of the shipment.
- (iii) Determining the greater of (i) or (ii), above.
- (iv) Charging the customer a minimum of \$0.55 and a maximum of \$1.15 for every \$100 as calculated in (iii), above.
- c. Option 3 Replacement Cost Coverage with No Deductible. This option provides full value replacement coverage for the customer and a maximum carrier liability up to the declared value or \$5.00 times the net weight of the shipment, whichever is greater.

In the case of loss or damage the carrier will either repair, to the customer's satisfaction, reimburse, or replace the lost or damaged item.

If the carrier decides to reimburse for or replace a lost or damaged item, the carrier may claim the lost or damaged item as its property.

Rate applying per \$100 of weight value (Declared value or \$5.00 times the net weight of the shipment, whichever is greater, rounded to the nearest increment of \$100.00)

Minimum	Maximum
\$0.66	\$1.40

The cost to the customer for replacement cost coverage with no deductible is calculated by:

- (i) Multiplying the net weight of the shipment by \$5.00
- (ii) Rounding to the nearest increment of \$100.
- (iii) Charging the customer a minimum of \$0.66 and a maximum of \$1.40 for every \$100 as calculated in (ii), above.

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Effective: October 30, 2008

The basis for valuation of the following items will revert to depreciated or fair market value, even if the customer selects Option 3. The customer must provide information about these items and the carrier must list these items separately on an inventory that accompanies the bill of lading.

- Any item which inherently cannot be replaced with new items such as antiques, fine art, paintings and statuary.
- Items for which age or history contributes substantially to their value such as memorabilia, souvenirs and collector's items.
- 10. The customer is responsible for any additional insurance he/she wishes to purchase.
- 11. Following are the fees for valuation of goods while in SIT. The fees are to be charged for each 30 days or portion of 30 days household goods remain in storage. The fees are based on a percentage of the amount paid for transportation valuation.¹

Valuation Option Selected	For each 30 days or fraction of 30 days, Percentage of transportation valuation allowed:	
	Minimum	Maximum
Option 1 - Basic Value Protection	None	None
Option 2 - Replacement cost, with deductible	7.2% 12.0%	
Option 3 - Replacement cost, no deductible		

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ITEM 95 - BILLS OF LADING

- 1. The carrier must issue a bill of lading for each shipment of household goods transported and must maintain a copy of each bill of lading on file for three years. Both the carrier and the customer must sign and date the bill of lading. The bill of lading must include, at a minimum, all information described below:
 - a. The name, permit number, address, and telephone number of the household goods carrier and the fax, Web site, and e-mail address, if any.
 - b. The name and telephone number of the customer.
 - c. The name and telephone number of the consignee, if different than the customer.
 - d. The exact address of the origin of the move.
 - e. The exact address of the destination of the move.
 - f. The exact address of any additional pickup points or stops to partially load or unload.
 - g. A separate section of the form that includes a declaration of the length of time and location at which the customer wishes property to be stored. For example:
 - Storage-in-transit (storage for 90 days or less).
 - ii. Permanent storage (storage for more than 90 days).
 - iii. Storage in the carrier's vehicle.
 - h. A separate section of the form that indicates whether the associated estimate is binding or nonbinding.
 - A statement that the carrier must release the shipment to a customer upon payment of no more than 110 percent of the estimated charges when the carrier uses a nonbinding estimate.
 - j. A statement that the carrier will extend credit for at least 30 days and that within such period the customer must pay the remainder due. The carrier may establish its own credit policy, but it must allow at least 30 days and must disclose its policy to the customer on the bill of lading. The carrier may not require the customer to pay more than 125 percent of the non-binding estimate plus supplemental estimates. (The 125 percent does not include any finance-related charges the carrier may assess for extending credit, such as interest or late payment fees.)
 - k. A section where the customer must select, by signing his or her initials, the type of loss and damage protection (valuation) for the shipment. This section must read as follows:

LOSS AND DAMAGE PROTECTION (Valuation): The customer must select and initial only one of the following options:

_____Basic value protection. I release this shipment to a value of 60 cents per pound per article, at no cost to me. This means I will be paid 60 cents per pound for the net weight of the lost or damaged item, regardless of the actual value of the item.

_____Replacement cost coverage with deductible which includes a \$300 deductible paid by me. This option will cost \$_____.

The value I declare must be at least \$5.00 times the net weight of the shipment.

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Replacement cost coverage with no dedu	uctible, at a cost of \$. The
value I declare must be at least \$5.00 times	
I declare a lump sum total dollar valuation on this entire	e shipment of \$1

- I. If the shipment will be calculated using mileage rates, include:
 - The mileage of the move.
 - ii. The net weight of the shipment, either by constructive or actual weight as evidenced by documentation of the constructive weight calculation or the actual weight ticket.
- m. If the shipment will be calculated using hourly rates, include the time the vehicle leaves the carrier's terminal and the time it returns to the terminal, or when the carrier was released to go to another customer, and the start, stop, and any interruption time for each employee involved in the move.
- n. The amount and type of every charge assessed as a separate line item. Each charge must be fully described in sufficient detail to determine if proper rates were charged according to the tariff or, where no tariff charges exist, in sufficient detail to determine the exact nature, number, and type of charges.
- Information That Must Be Included on the Back of the Bill of Lading
 The following terms and conditions which govern transportation of household goods in
 Washington intrastate commerce must be printed on the back of the Bill of Lading:

CONTRACT TERMS AND CONDITIONS OF UNIFORM HOUSEHOLD GOODS BILL OF LADING

The following terms and conditions apply to all services performed by the carrier under this contract. This contract is also subject to all rules, rates, and charges in the current tariff published by, or on file with, the Washington Utilities and Transportation Commission:

<u>SECTION 1.</u> (A) THE CARRIER IS LIABLE for physical loss of, or damage to, any article from external cause while being packed, unpacked, loaded, unloaded, carried, or held in Storage-in-Transit, including breakage, if the articles are packed by the carrier and/or if the breakage results from negligence of the carrier. The carrier is liable directly to the customer for loss and damage, regardless of any cargo insurance policies the carrier may have. The carrier's liability is subject to the limitations of liability described in Section 2.

Customers may include the following items in a shipment however, the carrier is not responsible for the condition or safe delivery of:

 Coins, currency, deeds, notes, postage stamps, letters, drafts or valuable papers of any kind.

- Jewelry, precious stones, or precious metals.
- Items of extraordinary value.
- Items requiring temperature control.
- Household pets.

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- Live plants.
- Perishable items.
- Furniture or other items made of pressboard, particle board or similar pressed material.
- (B) **THE CARRIER IS NOT LIABLE** for the loss of or damage to any article from external cause while being carried or held in Storage-in-Transit, due to the following circumstances:
 - a. Breakage, when items are packed by the customer or the customer's representative unless it can be proved that the breakage resulted from negligence by the mover in handling the articles.
 - b. Internal damage to electronics (radios, stereos, VHS players, CD/DVD players, televisions, computers, printers, scanners, etc.) when no visible damage to the external packaging or contents exists or if the item was packed by the customer or the customer's representative.
 - c. Loss or damage from insects, moths, vermin, mold, fungus or bacteria within the customer's belongings or that develop therein due to conditions present before the carrier picks up the customer's belongings.
 - d. Loss or damage because the item was in an obvious state of disrepair at the time of shipment, provided that the carrier noted the disrepair on the inventory.
 - e. An act, omission, or order of the customer, or loss or damage resulting from the customer's inclusion in the shipment of such articles as explosives, dangerous articles or dangerous goods.
 - f. Defective design of an article, including susceptibility to damage because of atmospheric conditions such as temperature or humidity changes.
 - g. Hostile or warlike action or use of any weapon of war (in time of peace or war), terrorism, insurrection, rebellion, revolution, civil war, usurped power, and action taken in hindering, combating, or defending against such occurrences: a) by any government or sovereign power, or by authority maintaining or using military forces; b) by military forces; or, c) by an agent of such government, power, authority or forces.
 - h. Seizure, confiscation or destruction under quarantine by order of any government or public authority.
 - i. Strikes, lockouts, labor disturbances, riots, civil commotions or the acts of any person or persons taking part in any such occurrence or disorder.
 - i. Acts of God.

Carriers will not accept the following items for shipment:

- 1. Explosives.
- 2. Dangerous goods.
- 3. Property liable to damage carrier equipment or other property.

The customer assumes all liability for goods he/she leaves unattended before pickup by the carrier. The customer also assumes all liability for goods when the customer directs the carrier, in writing, to unload or deliver property at a location that will be unattended.

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SECTION 2. The carrier's maximum liability shall be determined based on the valuation option selected by the customer on the face of this contract.

- (A) If the customer selected **Basic Value Protection**, the carrier's maximum liability shall be the actual loss or damage not exceeding \$0.60 per pound of weight of any lost or damaged article(s).
- (B) If the customer selected **Replacement Cost Coverage with Deductible**, the carrier's maximum liability shall be the amount of the actual loss or damage less a \$300 deductible not exceeding \$5.00 times the net weight of the shipment, or the lump sum declared value, whichever is greater. **This option is the option that will apply if the customer fails to indicate a choice on the face of this contract and the customer will be liable for charges applying to this option.**
- (C) If the customer selected **Replacement Cost Coverage**, the carrier's maximum liability shall be the amount of the actual loss or damage not exceeding \$5.00 times the net weight of the shipment, or the lump sum declared value, whichever is greater.

The customer is responsible for any additional insurance the customer wishes to purchase.

SECTION 3. Unless specific arrangements have been authorized by this contract, the carrier is not required to transport the customer's goods by any particular schedule, means, or vehicle and is not liable for delays resulting from causes other than negligence of the carrier. Further, in case of unforeseen circumstances which prevent the carrier from completing delivery, the carrier has the right to forward the customer's property by another carrier.

SECTION 4. (A) The customer must pay all legal charges. (B) If the carrier is required to refer this contract for collection of charges due to an attorney, shipper agrees to pay reasonable attorney fees and collection costs. (C) If this contract is referred to a court for resolution, the losing party shall be responsible for payment of the other party's reasonable attorney fees and court costs. (D) The customer shall be responsible to indemnify the carrier against loss or damage caused by inclusion in the shipment of explosives, dangerous articles, or dangerous goods.

SECTION 5.

- (A) A carrier may place a shipment into storage at the public warehouse nearest the point of destination if the carrier is unable to make a delivery because:
 - 1. The carrier was unable to locate a customer at the address given on the bill of lading or the correct address if known by the carrier.
 - 2. The customer refused or was unable to accept delivery.
 - 3. The customer (for a shipment moving on a non-binding estimate) was unable or refused to pay up to 110 percent of the amount of the original estimate plus supplements, if any.

*Revised in Docket TV-121197

Effective: September 28, 2012

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- (B) The carrier's liability as a common carrier ends with delivery to the public warehouse. The shipment becomes subject to the warehouse's liability, terms, and conditions.
- (C) The carrier must notify the customer by every means of contact the carrier has for the customer, including telephone, e-mail, and fax, and the carrier must mail or deliver a written notice to the destination address advising that it was unable to make delivery and advising the customer of the name, address e-mail address, if applicable, and telephone number of the warehouse where the shipment is stored.
- (D) If the customer does not receive or claim the shipment within 30 days after the carrier mailed or delivered the written notice required in Item 40(3), the shipment becomes subject to disposition by the carrier in accordance with the Washington State Uniform Commercial Code, Chapter 62A.7 RCW.

SECTION 6. To receive compensation for a claim for loss, damage, overcharge, injury or delay, the customer must file a written claim with the carrier within nine months after delivery. In the case of failure to make delivery, the claim must be filed within nine months after a reasonable time for delivery has elapsed. Claims must contain sufficient information to identify the property involved. A copy of the original paid transportation bill, bill of lading contract or shipping receipt must accompany the written claim.

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Effective: September 28, 2012

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ITEM 100 – STORAGE

Customers may choose to either provide their own storage or store items with the carrier or the carrier's agent.

- 1. **Customer-provided storage.** If the customer rents, leases or otherwise provides a storage unit independent of the carrier and requests the carrier deliver the goods to the customer-provided storage unit, the carrier's liability ends at the delivery. The storage unit becomes the final destination.
- Storage provided by the carrier or the carrier's agent. The customer may choose from the
 following storage options provided by the carrier or the carrier's agent. The requirements below
 apply only to storage provided by the carrier or the carrier's agent.
 - Storage-in-Transit (SIT) is temporary warehouse storage of a shipment for 90 days or
 less pending further transportation. Property may be placed into SIT one or more times
 but may not exceed a total of 90 days. This temporary storage may be in either a
 warehouse owned by the carrier or in a warehouse the carrier has chosen as its agent.
 Liability for the shipment while in SIT is the responsibility of the carrier. A move that
 contains SIT is one continuous move from origin to SIT to the final destination.
 - **Permanent storage** is warehouse storage of a shipment for longer than 90 days. The final destination of the move is the warehouse. The carrier's liability for the shipment ends upon delivery to the warehouse. Liability for the shipment while in permanent storage is the responsibility of the warehouse.
 - Storage-in-Vehicle (SIV) For information related to temporary SIV, refer to Item 101.
 - <u>Small Goods Transportation and Storage</u> For information related to Small Goods Transportation and Storage, refer to Item 102.
 - a. Customer choice of storage. The carrier must ensure that the customer specifically chooses Storage-in-Transit (SIT), Permanent Storage, Storage-in-Vehicle (SIV), or Small Goods Transportation and Storage service by signing or initialing on the bill of lading. The customer is responsible for the added charges for storage service, warehouse handling and final delivery of the shipment.
 - b. **Storage records required.** Both the carrier and warehouse must maintain a descriptive inventory on any shipment placed in storage. Storage records must show all of the following:
 - i. An itemized list of the items in the shipment and the number on the bill of lading or Small Goods Transportation and Storage contract used for the shipment.
 - ii. The origin and destination points of the shipment.
 - iii. The condition of each article when it was received by the carrier and unloaded at the warehouse.
 - iv. The dates when all charges, advances, or payments were made or received.
 - v. The dates the shipment was delivered into, and forwarded from, the warehouse.

*Revised in Docket TV-151474

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3. Storage-in-Transit (SIT)

- a. Charges due when a shipment is placed into SIT: On the date a shipment is placed into SIT the carrier may bill the customer for all of the following:
 - i. The tariff charges for transporting the shipment from the origin to the warehouse as determined by Items 200, 201, and/or 230.
 - ii. The storage charges for the first 30-day period as determined by the chart below.
 - iii. Charges for any additional services such as container prices, overtime incurred or third-party services.
 - iv. Warehouse handling-in charges as determined by the chart in Item 100(3)(b).
 - v. Charges for loss and damage protection (valuation) as determined by Item 90(9) and 90(11).
- b. Charges for SIT and warehouse handling charges in accordance with the tariff must be shown on the written estimate.

Service	Rates to be charged per 100 pounds stored - Minimum	Rates to be charged per 100 pounds stored - Maximum
For each 30-day period, or portion of a 30-day period, goods remain in storage	\$0.98	\$5.85
Warehouse handling in or out	\$0.89	\$8.98

c. Removing a portion of the property from SIT: A customer may remove a portion of the property from SIT if all charges for the shipment have been paid in full or the customer and carrier have negotiated payment arrangements. If the customer requests the carrier deliver the portion of the property removed from SIT, the carrier will charge for delivery as if it were a separate shipment with the origin being the SIT warehouse.

SIT charges for the balance of the SIT period will be based on the gross weight of goods remaining in storage. Charges for transportation furnished, if any, for the delivery of the remainder of the shipment will be based on the net weight remaining in SIT, or calculated at hourly rates if the destination is 55 miles or less from the storage facility. No property may be removed from the carrier's or agent's warehouse until the customer pays all lawful charges or negotiates satisfactory payment arrangements.

Adding property to a SIT shipment: During the SIT period, the customer may add additional property to the property already in SIT. The following charges and rules will apply:

*Revised in Docket TV-190664 Effective: February 21, 2020

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- i. If the carrier transports the additional property to SIT, charges will be calculated from origin to the warehouse by using proper tariff rates.
- ii. Warehouse handling-in charges as shown in the table below.
- iii. All subsequent charges, including SIT fees, will be based on the net weight of the combined shipment.
- d. **Warehouse handling charges**: The customer must pay warehouse handling charges if the warehouse is required to un-stack or restack the shipment, or a portion of the shipment, to facilitate the customer's selection of property as determined by the chart below.

Service	Rates to be charged per 100 pounds stored		Minimum charge per occurrence	
	Minimum	Maximum	Minimum	Maximum
Warehouse handling, stacking or restacking to withdraw property from SIT	\$1.78	\$11.10	\$8.92	\$55.51
Warehouse handling in or out	\$0.89	\$8.98	\$4.47	\$44.91

- e. If the customer does not remove the shipment from SIT within 90 days:
 - i. The carrier's liability terminates at midnight on the 90th day.
 - ii. The warehouse is considered the final destination of the shipment.
 - iii. The warehouse is considered to be the agent of the customer and the property becomes subject to the rules, regulations and charges of the warehouse.
 - iv. The carrier must bill the customer for all charges accrued within the 90-day period.
- f. **Delivery from SIT requested, but not provided:** If a customer notifies the carrier at least 15 days before the end of a 30-day SIT period that the customer wants the property delivered, but the carrier does not make the delivery by the end of that period, the carrier cannot charge any additional SIT or storage charges. All other SIT provisions will apply until the carrier can deliver the property.
- g. Change in destination from that shown on the original bill of lading: The customer may change the destination originally shown on the bill of lading for the property in SIT by notifying the carrier. When the carrier receives the notice, the carrier will make a notation on the bill of lading indicating that the customer requested the change.
- h. Rates and charges to be assessed if there is a rate increase while property is in SIT: Rates that were in effect on the date the shipment was loaded at the point of origin will remain in effect until delivery of the shipment at the point of destination.

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i. Transferring property from SIT into permanent storage:

- The customer may at any time decide to transfer property from SIT to permanent storage by providing written notice to the carrier and the warehouse.
- ii. Once property is transferred to permanent storage, the warehouse is considered the destination of the shipment.
- iii. Within seven days of receiving notice that the customer wants the property moved into permanent storage, the carrier must provide a final bill for all SIT charges due.
- iv. The carrier's liability for the property ends when the property is transferred into permanent storage.

j. Charges due when a shipment is delivered to the final destination:

- i. The tariff charges for transporting the shipment from the warehouse to the final destination as determined by Items 200, 201, and/or 230.
- ii. The storage charges for any additional 30-day periods or portion of a 30-day period.
- iii. Warehouse handling-out charges as determined by the chart in Item 100(3)(b).
- iv. Charges for loss and damage protection (valuation) during storage as determined by Item 90(11).

4. Permanent Storage

Liability for the property while in permanent storage is the responsibility of the warehouse. Loss and damage protection (valuation coverage) for the property must be purchased from the warehouse.

ITEM 101 - STORAGE-IN-VEHICLE

"Storage-in-Vehicle" (SIV) is temporary storage of a shipment that remains on or in the carrier's vehicle (van or trailer) instead of being placed in a warehouse. This service is provided at carrier's convenience.

- 1. The customer may request, and the carrier may offer, SIV when:
 - a. The shipment will remain in SIV for not more than a total of 15 days. If SIV is needed for longer than 15 days, the carrier and customer must agree on the length of the extension.
 - b. The vehicle containing the customer's shipment will be parked in a safe, secured area at all times.
 - c. The vehicle will be securely locked at all times.
 - d. The vehicle used is in good repair, not subject to leakage, pilferage or entry by insects or vermin.

*Revised in Docket TV-151474 Effective: October 6, 2016

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e. The carrier accepts responsibility for any loss or damage occurring while the shipment is in SIV. Reimbursement is determined based on the valuation option selected by the customer on the bill of lading.

The rate for providing SIV is:

Per 24 hours or fraction thereof	
Minimum	Maximum
\$66.20	\$137.93

- 2. No handling in or handling out charges apply.
- 3. A notation must be made on the bill of lading or estimate showing the customer agrees to SIV, and the rate agreed upon.

Notation must be substantially equal to:	
'I certify that I have requested Storage-in-Vehicle for a period of_	days at an agreed upon
rate of \$per day.	
Signature of customer	"

ITEM 102 - SMALL GOODS TRANSPORTATION AND STORAGE

"Small Goods Transportation and Storage" is the transportation of household goods by a carrier from a customer's residence to a warehouse, storage unit, or other storage facility owned or rented by the carrier with the intent to later transport the goods back to the customer's residence. Due to the limited size and volume of the household goods to be included in Small Goods Transportation and Storage, the household goods of one customer may be stored in the same warehouse, storage unit, or other storage facility as another customer's household goods. As multiple customers' goods may be held in the same location, no customer may have physical access to the goods while in storage.

1. Application of Tariff

a. Carriers engaged in Small Goods Transportation and Storage must comply with all provisions of this Tariff unless otherwise noted.

2. Limitations

- a. Small Goods Transportation and Storage is limited to a shipment of twenty-five household goods articles or a maximum of 500 pounds from each customer per week.
- b. For purposes of Small Goods Transportation and Storage, a household goods article is defined as a box containing household goods that can reasonably be carried by one person or an unboxed household good that can reasonably be carried by one person.

*Revised in Docket TV-151474 Effective: October 6, 2016

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3. Return of Household Goods

- a. A carrier must, upon request by the customer and upon receipt of final payment, retrieve the household goods and return the household goods to the customer within three business days.
- b. When household goods cannot be returned to the customer through no fault of the carrier, the carrier must retain possession of the household goods until the circumstances resulting in the failed return are remedied. The customer may be liable for any additional charges resulting from the failed return.

4. Rates and Charges

a. Small Goods Transportation and Storage is exempt from the rates, rules, and charges in Section 2 and Section 3 of this Tariff.

5. Contracts and Records

- a. Small Goods Transportation and Storage is exempt from the requirement to issue a Bill of Lading under Item 95.
- b. A carrier of Small Goods Transportation and Storage must issue a contract to the customer and must maintain a copy of each contract on file for three years from the date the contract is completed. The customer must sign and date the contract.
- c. A contract for Small Goods Transportation and Storage must include, at a minimum, the following:
 - i. the name, permit number, address, and telephone number of the carrier and the fax number, website, and e-mail address, if any;
 - ii. the name, telephone number, e-mail address, if available, and mailing address of the customer;
 - iii. the name and telephone number of the consignee, if different than the customer:
 - iv. the exact address of the origin of the shipment;
 - v. the exact address where the goods will be stored;
 - vi. the exact address of the final destination, if known.
 - vii. the number of boxes in the shipment;
 - viii. the charge(s) to be assessed per box by the carrier;
 - ix. the amount and type of every charge assessed as a separate line item. Each charge must be fully described in sufficient detail to determine the exact nature, number, and type of charges;
 - a section where the customer must select the type of loss and damage protection (valuation) for the shipment, providing the options listed in Item 95(1)(k);
 - xi. a section informing the customer of the Contract Terms and Conditions, as found in Item 102(8);
 - xii. a binding price for return of the household goods to the customer within three business days of the customer's request for return;
 - xiii. a section informing the customer that if the return of the household goods cannot be made through no fault of the carrier, then the carrier will retain possession of the goods until the circumstances resulting in the failed return

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- are remedied and the customer may be liable for any additional charges that result from the failed return;
- xiv. a section informing the customer of the steps that the carrier will take if the carrier ceases operation;
- xv. Optional: a section allowing for the customer to agree to electronic communications.

6. Carrier Liability

- a. The carrier's liability for the household goods does not cease until the household goods are returned to the customer.
- b. The amount of liability is determined consistent with Item 90 and Item 95.

7. Cessation of Service

- a. No carrier with Small Goods Transportation and Storage may cease operation in all or any portion of the state unless it first provides notice at least 60 days in advance of cessation of service to the Commission and to each of its customers.
- b. The notice to the Commission must be written notice and must include:
 - i. the name of the exiting carrier;
 - ii. the date the Small Goods Transportation and Storage service will cease;
 - iii. the number of customers who will be affected by the cessation of service;
 - iv. the names and contact information of all customers who will be affected by the cessation of service; and,
 - v. the exact address and location of the warehouse, storage unit, or other storage facility wherein the customers' household goods are held.
- c. The notice to each customer must be either written notice or electronic notice, if the customer has agreed to electronic notification from the carrier, and must include:
 - i. the date the Small Goods Transportation and Storage service will cease:
 - ii. information on how to contact the exiting carrier in order to obtain information needed to establish service with another carrier, warehouser, storage unit, or other storage facility;
 - iii. the exact address and location of the warehouse, storage unit, or other storage facility wherein the customers' household goods are held.
- d. If the customer does not respond to the notice within 30 days, the carrier must send a second notice by every means of contact the carrier has for the customer. The second notice must include:
 - i. A statement that if the customer does not receive or claim the goods within 30 days of the date the second notice is provided, the shipment becomes subject to disposition by the carrier (see Item 45).
- e. The carrier must provide a final notice to each customer at least ten days before the cessation of service.

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8. Information That Must Be Included on the Back of the Small Goods Transportation and Storage Contract

The following terms and conditions which govern transportation of household goods in Washington intrastate commerce must be printed on the back of the Small Goods Transportation and Storage Contract:

CONTRACT TERMS AND CONDITIONS OF UNIFORM HOUSEHOLD GOODS SMALL GOODS TRANSPORTATION AND STORAGE CONTRACT

The following terms and conditions apply to all services performed by the carrier under this contract. This contract is also subject to all rules, rates, and charges in the current tariff published by, or on file with, the Washington Utilities and Transportation Commission:

<u>SECTION 1.</u> (A) THE CARRIER IS LIABLE for physical loss of, or damage to, any article from external cause while being packed, unpacked, loaded, unloaded, carried, or held in Small Goods Transportation and Storage, including breakage, if the articles are packed by the carrier and/or if the breakage results from negligence of the carrier. The carrier is liable directly to the customer for loss and damage, regardless of any cargo insurance policies the carrier may have. The carrier's liability is subject to the limitations of liability described in Section 2.

Customers may include the following items in a shipment however, the carrier is not responsible for the condition or safe delivery of:

- Coins, currency, deeds, notes, postage stamps, letters, drafts or valuable papers of any kind.
- Jewelry, precious stones, or precious metals.
- Items of extraordinary value.
- Items requiring temperature control.
- Household pets.
- Live plants.
- Perishable items.
- Furniture or other items made of pressboard, particle board or similar pressed material.
- (B) **THE CARRIER IS NOT LIABLE** for the loss of or damage to any article from external cause while being carried, or held in Small Goods Transportation and Storage, due to the following circumstances:
 - a. Breakage, when items are packed by the customer or the customer's representative unless it can be proved that the breakage resulted from negligence by the carrier in handling the articles.
 - b. Internal damage to electronics (radios, stereos, VHS players, CD/DVD players, televisions, computers, printers, scanners, etc.) when no visible damage to the external packaging or contents exists or if the item was packed by the customer or the customer's representative.

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- c. Loss or damage from insects, moths, vermin, mold, fungus or bacteria within the customer's belongings or that develop therein due to conditions present before the carrier picks up the customer's belongings.
- d. Loss or damage because the item was in an obvious state of disrepair at the time of shipment, provided that the carrier noted the disrepair on the inventory.
- e. An act, omission, or order of the customer, or loss or damage resulting from the customer's inclusion in the shipment of such articles as explosives, dangerous articles or dangerous goods.
- f. Defective design of an article, including susceptibility to damage because of atmospheric conditions such as temperature or humidity changes.
- g. Hostile or warlike action or use of any weapon of war (in time of peace or war), terrorism, insurrection, rebellion, revolution, civil war, usurped power, and action taken in hindering, combating, or defending against such occurrences: a) by any government or sovereign power, or by authority maintaining or using military forces; b) by military forces; or, c) by an agent of such government, power, authority or forces.
- h. Seizure, confiscation or destruction under quarantine by order of any government or public authority.
- i. Strikes, lockouts, labor disturbances, riots, civil commotions or the acts of any person or persons taking part in any such occurrence or disorder.
- j. Acts of God.

Carriers will not accept the following items for shipment:

- 1. Explosives.
- 2. Dangerous goods.
- 3. Property liable to damage carrier equipment or other property.

The customer assumes all liability for goods he/she leaves unattended before pickup by the carrier. The customer also assumes all liability for goods when the customer directs the carrier, in writing, to unload or deliver property at a location that will be unattended.

SECTION 2. The carrier's maximum liability shall be determined based on the valuation option selected by the customer on the face of this contract.

- (A) If the customer selected **Basic Value Protection**, the carrier's maximum liability shall be the actual loss or damage not exceeding \$0.60 per pound of weight of any lost or damaged article(s).
- (B) If the customer selected **Replacement Cost Coverage with Deductible**, the carrier's liability is the actual loss or damage incurred, less a \$300 deductible. The carrier's maximum liability is limited to the greater of either:
 - (1) The net weight of the shipment multiplied by \$5.00, or
 - (2) The lump sum value declared by the customer.

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(C) If the customer selected **Replacement Cost Coverage**, the carrier's maximum liability shall be the amount of the actual loss or damage not exceeding \$5.00 times the net weight of the shipment, or the lump sum declared value, whichever is greater.

The customer is responsible for any additional insurance the customer wishes to purchase.

SECTION 3. Unless specific arrangements have been authorized by this contract, the carrier is not required to transport the customer's goods by any particular schedule, means, or vehicle and is not liable for delays resulting from causes other than negligence of the carrier. Further, in case of unforeseen circumstances which prevent the carrier from completing delivery, the carrier has the right to forward the customer's property by another carrier.

SECTION 4. (A) The customer must pay all legal charges. (B) If the carrier is required to refer this contract for collection of charges due to an attorney, shipper agrees to pay reasonable attorney fees and collection costs. (C) If this contract is referred to a court for resolution, the losing party shall be responsible for payment of the other party's reasonable attorney fees and court costs. (D) The customer shall be responsible to indemnify the carrier against loss or damage caused by inclusion in the shipment of explosives, dangerous articles, or dangerous goods.

<u>SECTION 5</u>. To receive compensation for a claim for loss, damage, overcharge, injury or delay, the customer must file a written claim with the carrier within nine months after delivery. In the case of failure to make delivery, the claim must be filed within nine months after a reasonable time for delivery has elapsed. Claims must contain sufficient information to identify the property involved. A copy of the original paid transportation bill, Small Goods Transportation and Storage contract or shipping receipt must accompany the written claim.

1st Revised Page No. 30*

Effective: October 30, 2008

Section 2

LONG DISTANCE (MILEAGE-RATED) MOVES

Rates, Rules and Charges Shown in This Section Apply to Shipments Moving More Than 55 Miles¹

Section 2 - Long Distance Moves

3rd Revised Page No. 31*

ITEM 105 - GENERAL APPLICATION OF RATES FOR LONG DISTANCE (MILEAGE-RATED) MOVES

- 1. Rates in this section apply to moves of more than 55 miles.
- 2. A carrier may only charge a customer mileage rates for a one-way trip (from origin to destination).
- 3. Rates include use of vehicle, equipment, and labor for receiving and/or delivering household goods at ground level.
- 4. Rates do not include furnishing of containers, packing, unpacking, marking, storing, hoisting, extra stops, or any applicable fuel surcharges.
- 5. Rates do not include handling, loading or unloading articles weighing 1,000 pounds or more. If performed by the carrier at the request of the customer, the charges for such services will be assessed in addition to transportation charges.
- 6. Rates do not include any applicable per-diem charges if employees are required to stay overnight. The charges for such services, as identified in Item 200 of this tariff, may be assessed in addition to transportation charges.
- 7. Carriers must calculate mileage using mileage calculation software, such as Rand McNally's Mile Maker, or other comparable mileage calculation system, using the route reflecting the least number of miles between point of origin and point of destination. Carriers must document the mileage calculation system used on the written estimate and the bill of lading forms.
- 8. The minimum charge for any shipment will be calculated on a weight of seven pounds per cubic foot of properly loaded vehicle space used. Both the minimum charge weight and the actual weight must be shown on the bill of lading.

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1st Revised Page No. 32

ITEM 115 - WEIGHT OF SHIPMENT

- 1. Tariff rates and charges shall be computed on the net weight plus all additives of the shipment.
- 2. Carriers must calculate all tare and loaded weights by having the motor vehicle weighed by a certified weighmaster or on a certified scale.
- 3. Carriers must obtain a certified tare weight either prior to loading the customer's goods or immediately after the shipment is unloaded.
- 4. Carriers must obtain a certified loaded weight at the point of origin or:
 - a. If no certified scale is available at the point of origin, the carrier may obtain the loaded weight at the first certified scale located along the route of travel to the destination point or at the destination point.
 - b. If no certified scale is available at the point of origin, at a point along the route to the destination, or at the destination point, the carrier may use the constructive weight of the shipment.
- 5. Carriers must maintain all weight tickets or documentation of the calculation of weight with the bill of lading.
- 6. The weight ticket or other documentation must include the name of the carrier and the name of the customer.
- 7. Carriers are responsible for obtaining the weight and providing that information to the customer upon request.

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ITEM 140 -- BULKY ARTICLES AND WEIGHT ADDITIVES

- Some articles, because of their size and shape, may require additional special handling or take
 up a disproportionate amount of space in the carrier's vehicle. There is an additional cost for
 moving these articles.
- 2. For some articles there is a charge per article and for other articles, there is an additional amount of weight added to the actual weight of the shipment (weight additive) to compensate for the extra space used, or for the additional handling required.
- 3. The weight additives and/or additional charges listed do not apply if an article is capable of being conveniently hand-carried by one person and/or transported in a standard moving carton.

The following table lists the charges or weight additives for each type of article:

Type of Article	Additional Charge		Weight Additive
Type of Article	Minimum	Maximum	in Pounds
			120 pounds per linear
Airplanes, ultra lights, or gliders (does not			foot of the total length of
include hang gliders)	n/a	n/a	the fuselage
Animal houses, kennels	\$88.72	\$184.81	n/a
Automobiles	\$94.54	\$196.98	n/a
Bath or hot tubs, spas, whirlpool baths,			
jacuzzis (if they are transported set up, not			
dismantled)	\$88.72	\$184.81	n/a
Boats and sailboats			
-Less than 14 feet in length, whether mounted			
on trailers or not mounted (including outboard			
engine)	n/a	n/a	700 pounds
–14 feet in length or longer, mounted on trailers			
(including outboard engine)	n/a	n/a	2,500 pounds
Boat trailers, any length, without boat	n/a	n/a	1,600 pounds
Campers (does not include canopies) when not			,
mounted on trucks	n/a	n/a	7,000 pounds
Canoes, skiffs, rowboats, dinghies, skulls,			
kayaks			
-Notover13feetintotallength	\$47.62	\$99.23	n/a
– 14 feet in length or longer, whether mounted on			
trailers or not mounted	n/a	n/a	700 pounds

(Continued on next page.)

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Type of Article	Additional Charge		Weight Additive	
Type of Article	Minimum	Maximum	in Pounds	
Canopies of any size that are not mounted on				
atruck	n/a	n/a	700 pounds	
Clocks, grandfather or grandmother (if				
transported set up, not dismantled)	\$23.68	\$49.33	n/a	
Doll houses, playhouses	\$88.62	\$185.10	n/a	
Dune buggies	\$94.54	\$196.98	n/a	
Golf carts, motorized	\$47.62	\$99.23	n/a	
Horse trailers	n/a	n/a	7,000 pounds	
Jet skis	\$47.62	\$99.23	n/a	
Mobile homes, mini	n/a	n/a	7,000 pounds	
Motorcycles, motorbikes, go-carts, three-				
and four-wheel all terrain vehicles	\$47.62	\$99.23	n/a	
Pick-up trucks				
- Not including mounted canopies or campers	\$94.54	\$196.98	n/a	
- With mounted campers or canopies	\$147.82	\$307.96	n/a	
Riding lawn mowers	\$47.62	\$99.23	n/a	
including all mountings, stands, and other				
accessories and equipment (excluding those				
which may be easily handled and carried by				
one person)	\$70.90	\$147.73	n/a	
Snowmobiles	\$47.62	\$99.23	n/a	
Sport utility trucks	\$147.82	\$307.96	n/a	
Televisions, large screen (40" screen and				
over)	\$70.90	\$147.73	n/a	
Tool sheds, utility sheds	\$88.71	\$184.81	n/a	
Tractors (less than 25 horsepower)	\$47.62	\$99.23	n/a	
Trailers (including utility and pop-up)				
-Not over 13 feet in total length	\$47.62	\$99.23	n/a	
-14 feet in total length or longer	\$53.30	\$111.05	n/a	
Trailers, travel campers (does not include				
utility and pop-up)	n/a	n/a	7,000 pounds	
Vans, any size	\$147.82	\$307.96	n/a	

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- 4. The bulky article charge or weight additive applies whether the article is assembled, partially disassembled, or disassembled unless otherwise noted. The weight additive will be based on the longest disassembled part.
- 5. The weight additive applies for each item individually.
- 6. When figuring the length of an item, all fractions of a foot are disregarded. (Example: a boat thirteen foot eleven inches in length is considered a thirteen-foot boat.)
- 7. There are two acceptable methods for determining the length of all watercraft:
 - a. The manufacturer's declaration of "center line length" or "overall length"; or
 - b. Measuring down the middle of the boat from the transom to the point of the bow.

If the household goods carrier is asked by the customer to include light or bulky items not shown on the chart in this tariff item, the carrier may assess a weight additive based on seven pounds per cubic foot of space the article will use in a properly loaded trailer.

ITEM 145 – DELAY OF SHIPMENTS FOR AVAILABILITY OF EQUIPMENT OR CONSOLIDATION WITH OTHER SHIPMENTS¹

- 1. Carriers must not delay delivery of shipments weighing 5,000 pounds or more for availability of equipment or consolidation with other shipments. Carriers must directly deliver (expedite) all shipments weighing 5,000 pounds or more.
- 2. Carriers must not delay delivery of shipments weighing less than 5,000 pounds if the customer agrees to pay a minimum charge based on up to 5,000 pounds. Carriers must directly deliver all shipments for which the customer agrees to pay the minimum charge based on up to 5,000 pounds. If the customer agrees to payment of the minimum charge, a notation must be placed on the face of the bill of lading. The customer must sign the notation. The notation must say:

Moving at a we	eight of	_pounds.
Actual weight_		_pounds.
Agreed to:		
	(Signature of customer)	

- 3. Carriers may delay delivery of shipments weighing less than 5,000 pounds for availability of equipment or consolidation with other shipments.
 - (a) Carriers must promptly remove from the customer's premises all articles to be held pending available equipment or consolidation with another shipment and must not charge the customer for storage, storage valuation, handling in or out, or storage-in-transit charges for the time a shipment is held.
 - (b) Unless the carrier and the customer have agreed to a deliver by date, carriers must deliver a delayed shipment within 15 calendar days of accepting it.

Revised in Docket TV-081462

Effective: October 30, 2008

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i)	bill of lading by placing the following	t state the "deliver by date" in writing on the ng notation on the face of the bill: y may be delayed but shall not be
	after:	_, 19
	Agreed to:	, customer."

- ii) Once the carrier agrees to a "deliver by" date, the carrier must:
 - Deliver the shipment by that date;
 - Renegotiate the deliver-by date with the customer; or
 - Make arrangements for another carrier to do so on its behalf.
 (The original carrier must absorb any additional costs incurred by using the additional carrier to meet the "deliver by" date.) ¹

ITEM 155 - ADDITIONAL STOPS

- 1. Additional stops are when:
 - a. The carrier loads portions of the shipment at more than one site.
 - b. The carrier unloads portions of the shipment at more than one site.
 - c. The carrier both loads and unloads a portion of the shipment at more than one site.
- A customer may request that the carrier provide additional stops. The carrier may charge for providing this service. The charge for providing additional stops applies in addition to all other applicable charges.
- 3. The following rate applies when additional stop service is provided:

Rate per Stop		
Minimum Maximum		
\$30.59	\$71.46	

4. Transportation charges on shipments for which the carrier provides additional stops will be computed on the basis of the total weight of the entire shipment for the total distance from the origin to the destination, via the additional stops.

Example: A shipment originating in Olympia weighs 3,000 pounds, with a stop in Tacoma to load 1,000 pounds, is transported to Bellingham.

Properly rated, the transportation charges on the bill would be rated as if 4,000 pounds were shipped from Olympia to Bellingham, plus a charge for the additional stop in Tacoma.

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ITEM 160 -- LONG CARRY CHARGES

If goods must be carried more than 75 feet between the carrier's vehicle and the door of the individual living unit, the following may be charged to the customer in addition to all other applicable rates and charges:

For each 50 feet (or fraction of 50 feet) beyond the first 75 feet		
Minimum Maximum		
(per 100 pounds carried) (per 100 pounds carried)		
\$0.69	\$1.64	

ITEM 165 - STAIRS OR ELEVATORS

If stairs or elevators are used at the point of pickup or delivery, the following may be charged to the customer in addition to all other applicable rates and charges:

For each flight of stairs		
Minimum Maximum (for each 100 pounds) (for each 100 pounds)		
\$0.69	\$1.64	

For use of one or more elevators		
MinimumMaximum(for each 100 pounds)(for each 100 pounds)		
\$1.04	\$2.44	

• Note: If both stairs and an elevator are available, charges will be based on the calculation that provides the lower cost to the customer.

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<u>ITEM 170 - PIANO AND ORGAN HANDLING CHARGES</u>

If a piano or organ is being shipped, the following handling charges may be charged to the customer in addition to all other applicable rates and charges. Handling charges apply only once per shipment, per article.

Type (not including toys or portable keyboards)	Minimum	Maximum
All pianos except spinets	\$43.69	\$102.08
Pipe organs	φ43.09	φ102.00
Spinet pianos	\$17.48	\$40.85
All organs except pipe organs	ψ11.40	ψ40.00

In addition to the handling charge, each time a piano or organ must be carried up or down stairs, the following flight charges may apply:

Flights	Minimum	Maximum
First flight	\$8.74	\$20.41
Each additional flight	\$4.37	\$10.20
Each additional step over 20, per flight, outside a building	\$0.24	\$0.57

ITEM 180 - REWEIGHING

- 1. The customer may request the carrier reweigh the shipment before delivery.
- The customer is responsible paying for the scale fees. The carrier must obtain a scale fee receipt. A copy of that receipt must be given to the customer and a copy must be attached to the records maintained by the carrier.
- 3. Before reweighing the shipment, the carrier must notify the customer of the cost of reweighing.

The following fees will apply in addition to the scale fee:

If the shipment weighs:	And the difference between the weights is:	The reweighing charge to the customer will be:			
		Minimum	Maximum		
5,000 pounds or less	More than 100 pounds				
More than 5,000 pounds	More than two percent of the lower scale weight	No charge to customer			
5,000 pounds or less	Less than 100 pounds				
More than 5,000 pounds	Less than two percent of the lower scale weight	\$17.48 \$40.85			

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ITEM 185 – WAITING TIME

- 1. The carrier may bill the customer, at the rates shown in Item 230 (Hourly Rates) for waiting time occurring between 8:00 a.m. and 5:00 p.m.:
 - a. Monday through Saturday, excluding holidays; and
 - b. Sundays and holidays, if pickup or delivery service is requested by the customer.
- 2. Waiting time charges apply in addition to all other applicable rates and charges.
- 3. Waiting time is when the customer keeps the carrier waiting at the origin or the destination for longer than the total allowable free time.

Loaded distance	Allowable free time is:
200 miles or less	One hour total
More than 200 miles	Two hours total

- Note: On shipments moving from Storage-in-Transit, the loaded distance of the shipment is the mileage from the warehouse to the destination.
- 4. Free time begins at the time the carrier's vehicle arrives at the destination address.

Section 2 – Long Distance Moves

1st Revised Page No. 38-A

ITEM 190 – OVERTIME¹

- 1. Charges for overtime are not mandatory. If overtime charges are assessed, they will apply in addition to all other applicable rates and charges.
- 2. The carrier may bill the customer overtime charges for loading and unloading services performed:
 - (a) Monday through Friday -- after 5:00 PM and before 8:00 AM; and
 - (b) Saturdays, Sundays and legal holidays -- any time.

Exception: The carrier may not assess overtime charges if the overtime is provided for the carrier's convenience. Carrier's convenience is defined as: The carrier is unable to provide service, due to lack of equipment, on a date requested by a customer, and instead can provide service only during hours defined above as overtime hours.

3. Overtime will be performed only at the request of the customer and at the option of the carrier. The carrier must provide the customer with a written estimate of the total overtime charges and get the customer's written consent before providing overtime service.

Charges:

narges.			
Period in which loading and/or unloading service is provided	Rate per 100 pounds shipped		
At all times on Saturdays, Sundays or Legal Holidays	Minimum Maximum		
	\$2.18	\$4.09	
Monday through Friday (excluding legal holidays) after 5:00 PM and before 8:00 AM.	Rate Per person per hour or fraction of an hour		
	Minimum	Maximum	
	\$11.38	\$21.26	

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6th Revised Page No. 39*

ITEM 195 - PACKING CHARGES

- 1. Charges include the carrier packing the goods, containers and packing materials, and the carrier unpacking. For container only prices, see Item 196. For labor only, see Item 230 (Hourly Rates). For servicing charges at origin and re-servicing at destination for Front Load Washing Machines, please see ITEM 62 APPLIANCE SERVICE.¹
- 2. Carriers may rent reusable plastic containers to customers at the rates shown in Item 196. Item 230 (Hourly Rates) will be used to calculate packing charges. The carrier will provide the customer with a document outlining the terms and conditions for reusable plastic container rental, signed by the carrier and the customer.
- 3. Carriers may provide free de minimis use of wardrobe cartons and reusable plastic containers on the day of the move.
- 4. Rates do not include unpacking when: a) the customer specifically requests the carrier not to unpack at the time of delivery, or, b) the shipment is delivered to permanent storage.

Type of Container	Charge per	Container
Type of Container	Minimum .	Maximum
DRUM, DISH PACK (drum, dish-pack, barrel, or other specially designed		
containers, not less than 5 cu. ft. capacity, used for packing glassware,		
chinaware, table lamps or other similar fragile articles, with inserts or	\$23.45	\$63.58
WASHER PACKING KIT	\$5.96	\$16.81
FRONT LOAD WASHING MACHINE KIT (Kit cost only)	\$60.00	\$120.55
BOXES		
Not over 5 cu. ft.	\$6.26	\$15.86
Over 5 cu. ft./less than 8 cu. ft.	\$16.75	\$42.42
Over 8 cu. ft. (See CRATES and CONTAINERS)	n/a	n/a
CARTONS (not less than 200 lb. test)		
Less than 3 cu. ft.	\$6.26	\$16.46
3 cu. ft.	\$9.06	\$23.88
4 1/2 cu. ft.	\$11.15	\$29.30
6 cu. ft.	\$12.37	\$32.75
Dimensions and cubical content must be shown on all cartons. When cartons		
used exceed 1 1/2 cubic feet and no rate is specified for the size carton used,		
charges shall be based on the next smaller-sized carton listed.		
MATTRESS CARTONS		
Crib mattress carton	\$5.96	\$17.07
Twin mattress carton	\$8.94	\$26.57
Double mattress carton	\$11.83	\$34.67
Queen mattress carton	\$15.01	\$43.05
King mattress carton	\$18.30	\$54.19
King box spring carton	\$15.34	\$59.13
MATTRESS COVERS		
Twin mattress single-use cover	\$6.84	\$16.25
Double mattress single-use cover	\$8.82	\$20.69
Queen mattress single-use cover	\$12.85	\$29.49
King mattress single-use cover	\$13.59	\$31.17
LAMP CARTON	\$5.83	\$13.96
WARDROBE CARTON (not less than 10 cu. ft.)	\$14.52	\$40.93
MIRROR CARTON (corrugated)	\$15.80	\$43.86
FLAT SCREEN TV CARTON	\$37.95	\$324.80
CRATES AND CONTAINERS (other than described above)		
Price per cubic foot or fraction (gross measurement of crate		
or container)	\$6.12	\$25.60
Crate (minimum)	\$21.84	\$76.78

*Revised in Docket TV-210326

Effective: July 30, 2021

Section 2 – Long Distance Moves

4th Revised Page No. 40*

Effective: July 30, 2021

ITEM 196 – CONTAINER PRICES

- 1. Prices are for containers (packing materials) only.
- 2. If the customer requests delivery or pickup of containers, Item 230 (Hourly Rates) will apply.
- 3. When available, the customer may purchase used containers at 50 percent of the prices shown below. This does not include reusable plastic containers.
- 4. Carriers may rent reusable plastic containers to customers at the rates shown below. The carrier will provide the customer with a document outlining the terms and conditions for reusable plastic container rental, signed by the carrier and the customer.
- 5. Carriers may provide free de minimis use of wardrobe cartons and reusable plastic containers on the day of the move.

Type of Container	Charge per Container			
	Minimum	Maximum		
DRUM, DISH PACK (drum, dish-pack, barrel, or other specially				
designed containers, not less than 5 cu. ft. capacity, used for packing				
glassware, chinaware, table lamps or other similar fragile articles,				
with inserts or dividers)	\$10.05	\$32.27		
WASHER PACKING KIT	\$3.30	\$10.63		
FRONT LOAD WASHING MACHINE KIT (Kit cost only)	\$60.00	\$120.55		
CARTONS (not less than 200 lb. test)				
Less than 3 cu. ft.	\$2.08	\$6.70		
3 cu. ft.	\$3.10	\$9.96		
4 1/2 cu. ft.	\$3.72	\$11.95		
6 cu. ft.	\$4.38	\$14.08		
REUSABLE PLASTIC CONTAINERS (not less than 2.5 cu. ft.)				
Weekly rental	\$1.37	\$8.03		
DOLLIES (designed for stacking reusable plastic containers)				
Weekly rental	\$3.33	\$10.05		
WARDROBE CARTON (not less than 10 cu. ft.)	\$7.91	\$25.82		
MATTRESS CARTONS				
Crib mattress carton	\$3.57	\$11.50		
Twin mattress carton	\$6.47	\$20.78		
Double mattress carton	\$8.05	\$25.87		
Queen mattress carton	\$9.11	\$29.26		
King mattress carton	\$13.05	\$41.91		
King box spring carton	\$14.89	\$47.83		
MATTRESS COVERS				
Twin mattress single-use cover	\$4.95	\$12.72		
Double mattress single-use cover	\$6.00	\$15.42		
Queen mattress single-use cover	\$7.80	\$20.05		
King mattress single-use cover	\$8.25	\$21.19		
LAMP CARTON	\$4.38	\$11.26		
MIRROR CARTON (corrugated)	\$8.04	\$25.38		
FLAT SCREENTV CARTON	\$28.75	\$254.49		
CRATES AND CONTAINERS (other than described above,				
designed for mirrors, paintings, glass or marble tops, and similar				
fragile articles)				
Price per cubic foot or fraction (gross measurement of crate or				
container)	\$1.86	\$14.30		
Crate (minimum)	\$6.35	\$42.89		

*Revised in Docket TV-210326

Section 2 – Long Distance Moves

2nd Revised Page No. 41*

ITEM 200 - MILEAGE RATES

- 1. Mileage rates apply only on long distance shipments moving more than 55 miles.
- 2. Mileage rates are stated in an amount the carrier must apply to each pound of customer household goods shipped. To determine actual transportation charges, multiply the weight of the shipment in pounds times the rate and then round the answer to the nearest cent.

As an example, a shipment of 8,101 pounds transported 60 miles is calculated as follows: 8,101 pounds x \$0.3729 (maximum rates allowed per pound) = \$3,020.86

The carrier must charge the customer no more than \$3,020.86.

- 3. Rates are based on loaded distance. Loaded distance is the distance between the loading point (origin) of the shipment and the unloading point (destination).
- 4. For long distance moves that require workers to stay overnight, the carrier may charge the customer for per-diem. These charges must be identified on the signed, written estimate. The following rates apply per employee, per overnight stay:

Per-Diem Rates					
Minimum Maximum					
(per employee, per overnight stay)	(per employee, per overnight stay)				
\$121.00	\$218.00				

Refer to following pages for tables of mileage rates.

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Loaded Distance

Minimum Rate in Pounds

		500-999	9 pounds		99 pounds
Over	but not over	Minimum Rate	Maximum Rate	Minimum Rate	Maximum Rate
55 miles	60 miles	\$0.2570	\$0.9259	\$0.1633	\$0.5552
60 miles	70 miles	\$0.2666	\$0.9999	\$0.1696	\$0.5922
70 miles	80 miles	\$0.2737	\$1.0740	\$0.1744	\$0.6293
80 miles	90 miles	\$0.2805	\$1.1481	\$0.1784	\$0.6663
90 miles	100 miles	\$0.2868	\$1.2221	\$0.1883	\$0.7033
100 miles	110 miles	\$0.2932	\$1.2962	\$0.1923	\$0.7403
110 miles	120 miles	\$0.3003	\$1.3517	\$0.1998	\$0.7773
120 miles	130 miles	\$0.3055	\$1.4073	\$0.2062	\$0.8143
130 miles	140 miles	\$0.3139	\$1.4628	\$0.2145	\$0.8514
140 miles	150 miles	\$0.3170	\$1.5184	\$0.2189	\$0.8884
150 miles	160 miles	\$0.3218	\$1.5739	\$0.2233	\$0.9254
160 miles	170 miles	\$0.3294	\$1.6295	\$0.2300	\$0.9531
170 miles	180 miles	\$0.3373	\$1.6850	\$0.2376	\$0.9809
180 miles	190 miles	\$0.3417	\$1.7406	\$0.2423	\$1.0087
190 miles	200 miles	\$0.3496	\$1.7962	\$0.2479	\$1.0364
200 miles	220 miles	\$0.3572	\$1.8517	\$0.2559	\$1.0642
220 miles	240 miles	\$0.3679	\$1.9258	\$0.2634	\$1.0920
240 miles	260 miles	\$0.3750	\$1.9998	\$0.2733	\$1.1197
260 miles	280 miles	\$0.3818	\$2.0739	\$0.2769	\$1.1475
280 miles	300 miles	\$0.3929	\$2.1480	\$0.2868	\$1.1752
300 miles	320 miles	\$0.4013	\$2.2220	\$0.2936	\$1.2030
320 miles	340 miles	\$0.4112	\$2.2961	\$0.3019	\$1.2585
340 miles	360 miles	\$0.4175	\$2.3702	\$0.3087	\$1.3141
360 miles	380 miles	\$0.4259	\$2.4442	\$0.3154	\$1.3696
380 miles	400 miles	\$0.4338	\$2.5183	\$0.3218	\$1.4251
400 miles	420 miles	\$0.4422	\$2.5924	\$0.3294	\$1.4806
420 miles	440 miles	\$0.4485	\$2.6505	\$0.3397	\$1.5361
440 miles	460 miles	\$0.4529	\$2.7085	\$0.3425	\$1.5917
460 miles	480 miles	\$0.4680	\$2.7666	\$0.3516	\$1.6472
480 miles	500 miles	\$0.4748	\$2.8247	\$0.3572	\$1.7027
500 miles	520 miles	\$0.4803	\$2.8827	\$0.3627	\$1.7582
520 miles	540 miles	\$0.4855	\$2.9408	\$0.3683	\$1.8138
540 miles	560 miles	\$0.4910	\$2.9989	\$0.3738	\$1.8693
Over 560 mi or fraction th	les, per 20 miles ereof, add	\$0.0056	\$0.0568	\$0.0056	\$0.0568

(continued on next page)

Section 2 – Long Distance Moves

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Loaded Distance

Minimum Weight in Pounds

Over but not		2,000-3,999 pounds			4,000-7,999 pounds		
	over	Minimum Rate	Maximum Rate		Minimum Rate	Maximum Rate	
55 miles	60 miles	\$0.1335	\$0.4163		\$0.1224	\$0.3891	
60 miles	70 miles	\$0.1394	\$0.4348		\$0.1251	\$0.4063	
70 miles	80 miles	\$0.1426	\$0.4533		\$0.1287	\$0.4236	
80 miles	90 miles	\$0.1486	\$0.4718		\$0.1315	\$0.4409	
90 miles	100 miles	\$0.1545	\$0.4903		\$0.1363	\$0.4582	
100 miles	110 miles	\$0.1581	\$0.5088		\$0.1394	\$0.4755	
110 miles	120 miles	\$0.1633	\$0.5273		\$0.1414	\$0.4928	
120 miles	130 miles	\$0.1681	\$0.5458		\$0.1438	\$0.5101	
130 miles	140 miles	\$0.1728	\$0.5643		\$0.1502	\$0.5274	
140 miles	150 miles	\$0.1744	\$0.5828		\$0.1545	\$0.5447	
150 miles	160 miles	\$0.1760	\$0.6014		\$0.1561	\$0.5620	
160 miles	170 miles	\$0.1800	\$0.6199		\$0.1605	\$0.5749	
170 miles	180 miles	\$0.1859	\$0.6384		\$0.1613	\$0.5879	
180 miles	190 miles	\$0.1919	\$0.6569		\$0.1681	\$0.6009	
190 miles	200 miles	\$0.1927	\$0.6754		\$0.1684	\$0.6138	
200 miles	220 miles	\$0.2006	\$0.6939		\$0.1744	\$0.6268	
220 miles	240 miles	\$0.2078	\$0.7077		\$0.1808	\$0.6398	
240 miles	260 miles	\$0.2189	\$0.7216		\$0.1863	\$0.6528	
260 miles	280 miles	\$0.2276	\$0.7355		\$0.1907	\$0.6657	
280 miles	300 miles	\$0.2320	\$0.7494		\$0.1994	\$0.6787	
300 miles	320 miles	\$0.2419	\$0.7633		\$0.2034	\$0.6917	
320 miles	340 miles	\$0.2483	\$0.7771		\$0.2094	\$0.7111	
340 miles	360 miles	\$0.2559	\$0.7910		\$0.2165	\$0.7306	
360 miles	380 miles	\$0.2638	\$0.8049		\$0.2225	\$0.7500	
380 miles	400 miles	\$0.2686	\$0.8188		\$0.2316	\$0.7695	
400 miles	420 miles	\$0.2769	\$0.8326		\$0.2364	\$0.7889	
420 miles	440 miles	\$0.2825	\$0.8565		\$0.2451	\$0.8084	
440 miles	460 miles	\$0.2908	\$0.8804		\$0.2475	\$0.8278	
460 miles	480 miles	\$0.2968	\$0.9043		\$0.2559	\$0.8473	
480 miles	500 miles	\$0.3027	\$0.9282		\$0.2606	\$0.8667	
500 miles	520 miles	\$0.3083	\$0.9520		\$0.2634	\$0.8862	
520 miles	540 miles	\$0.3139	\$0.9759		\$0.2662	\$0.9056	
540 miles	560 miles	\$0.3192	\$0.9998		\$0.2690	\$0.9251	
Over 560 mil	es, per 20 miles ereof, add	\$0.0034	\$0.0257		\$0.0034	\$0.0257	

(continued on next page)

^{*}Revised in Docket TV-190664

Section 2 – Long Distance Moves

2nd Revised Page No. 44*

Loaded Distance

Minimum Weight in Pounds

Over but not		8,000-11,999 pounds 12,000-15,999 pounds					
Over	but not			•		·	•
EE mailes	over		Minimum Rate	Maximum Rate		Minimum Rate	Maximum Rate
55 miles	60 miles		\$0.1112	\$0.3729		\$0.1009	\$0.3388
60 miles	70 miles		\$0.1148	\$0.3907		\$0.1053	\$0.3515
70 miles	80 miles		\$0.1176	\$0.4085		\$0.1065	\$0.3641
80 miles	90 miles		\$0.1192	\$0.4262		\$0.1085	\$0.3768
90 miles	100 miles		\$0.1247	\$0.4440		\$0.1140	\$0.3895
100 miles	110 miles		\$0.1263	\$0.4617		\$0.1148	\$0.4116
110 miles	120 miles		\$0.1299	\$0.4724		\$0.1168	\$0.4243
120 miles	130 miles		\$0.1327	\$0.4831		\$0.1192	\$0.4370
130 miles	140 miles		\$0.1394	\$0.4937		\$0.1251	\$0.4496
140 miles	150 miles		\$0.1418	\$0.5044		\$0.1271	\$0.4623
150 miles	160 miles		\$0.1426	\$0.5150		\$0.1299	\$0.4750
160 miles	170 miles		\$0.1478	\$0.5257		\$0.1327	\$0.4845
170 miles	180 miles		\$0.1482	\$0.5363		\$0.1335	\$0.4940
180 miles	190 miles		\$0.1526	\$0.5470		\$0.1398	\$0.5035
190 miles	200 miles		\$0.1553	\$0.5576		\$0.1406	\$0.5130
200 miles	220 miles		\$0.1613	\$0.5683		\$0.1454	\$0.5225
220 miles	240 miles		\$0.1653	\$0.5825		\$0.1498	\$0.5320
240 miles	260 miles		\$0.1720	\$0.5967		\$0.1553	\$0.5414
260 miles	280 miles		\$0.1736	\$0.6109		\$0.1581	\$0.5509
280 miles	300 miles		\$0.1831	\$0.6251		\$0.1657	\$0.5604
300 miles	320 miles		\$0.1883	\$0.6393		\$0.1688	\$0.5699
320 miles	340 miles		\$0.1919	\$0.6535		\$0.1736	\$0.5921
340 miles	360 miles		\$0.1990	\$0.6677		\$0.1800	\$0.6143
360 miles	380 miles		\$0.2034	\$0.6820		\$0.1855	\$0.6364
380 miles	400 miles		\$0.2129	\$0.6962		\$0.1923	\$0.6586
400 miles	420 miles		\$0.2165	\$0.7104		\$0.1955	\$0.6808
420 miles	440 miles		\$0.2249	\$0.7346		\$0.2026	\$0.7029
440 miles	460 miles		\$0.2265	\$0.7588		\$0.2050	\$0.7251
460 miles	480 miles		\$0.2340	\$0.7830		\$0.2125	\$0.7473
480 miles	500 miles		\$0.2392	\$0.8072		\$0.2165	\$0.7694
500 miles	520 miles		\$0.2419	\$0.8314		\$0.2189	\$0.7916
520 miles	540 miles		\$0.2447	\$0.8556		\$0.2213	\$0.8138
540 miles	560 miles		\$0.2475	\$0.8798		\$0.2237	\$0.8359
	s, per 20 miles		\$0.0028	\$0.0232		\$0.0024	\$0.0232

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^{*}Revised in Docket TV-190664

Section 2 – Long Distance Moves

2nd Revised Page No. 45*

Loade	d Distance	Minimum Weight in Pounds

Over	but not	16,000 pour	nds and over
	over	Minimum Rate	Maximum Rate
55 miles	60 miles	\$0.0862	\$0.2786
60 miles	70 miles	\$0.0894	\$0.2938
70 miles	80 miles	\$0.0922	\$0.3090
80 miles	90 miles	\$0.0930	\$0.3242
90 miles	100 miles	\$0.0977	\$0.3394
100 miles	110 miles	\$0.0989	\$0.3546
110 miles	120 miles	\$0.1009	\$0.3647
120 miles	130 miles	\$0.1029	\$0.3749
130 miles	140 miles	\$0.1073	\$0.3850
140 miles	150 miles	\$0.1100	\$0.3951
150 miles	160 miles	\$0.1112	\$0.4053
160 miles	170 miles	\$0.1140	\$0.4154
170 miles	180 miles	\$0.1144	\$0.4255
180 miles	190 miles	\$0.1184	\$0.4357
190 miles	200 miles	\$0.1192	\$0.4458
200 miles	220 miles	\$0.1247	\$0.4559
220 miles	240 miles	\$0.1287	\$0.4661
240 miles	260 miles	\$0.1327	\$0.4762
260 miles	280 miles	\$0.1355	\$0.4863
280 miles	300 miles	\$0.1422	\$0.4965
300 miles	320 miles	\$0.1438	\$0.5066
320 miles	340 miles	\$0.1494	\$0.5167
340 miles	360 miles	\$0.1545	\$0.5269
360 miles	380 miles	\$0.1573	\$0.5370
380 miles	400 miles	\$0.1653	\$0.5471
400 miles	420 miles	\$0.1684	\$0.5572
420 miles	440 miles	\$0.1736	\$0.5774
440 miles	460 miles	\$0.1752	\$0.5975
460 miles	480 miles	\$0.1816	\$0.6176
480 miles	500 miles	\$0.1859	\$0.6378
500 miles	520 miles	\$0.1879	\$0.6579
520 miles	540 miles	\$0.1899	\$0.6780
540 miles	560 miles	\$0.1919	\$0.6982
Over 560 mile or fraction the	es, per 20 miles ereof, add	\$0.0020	\$0.0201

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Section 2 – Long Distance Moves

3rd Revised Page No. 46*

ITEM 201 - MILEAGE RATES FOR SHIPMENTS USING STORAGE-IN-TRANSIT

- 1. These rates apply only on long distance moves using Storage-in-Transit, where the storage facility is located within 55 miles of the origin or final destination of the shipment and the total distance of the move is more than 55 miles.
- 2. For rates on shipments moving more than 55 miles, see Item 200.
- 3. Mileage rates are stated in an amount the carrier must apply to each pound of customer household goods shipped. To determine actual transportation charges, multiply the weight of the shipment in pounds times the rate and then round the answer to the nearest cent. As an example, a shipment of 1,101 pounds transported 26 miles is calculated as follows:

1,101 pounds x \$0.4442 (maximum rates allowed per pound) = \$489.06 The carrier must charge the customer no more than \$489.06.

		Mir	nimum Weig	ht in Pounds	3	
Loaded Distance		500-9	999 lbs.	1,000-1,999 lbs.		
Over	But not over	Minimum Maximum Rate Rate		Minimum Rate	Maximum Rate	
0 miles	25 miles	\$0.1696	\$0.6296	\$0.0862	\$0.4072	
25 miles	30 miles	\$0.2376	\$0.7036	\$0.1426	\$0.4442	
30 miles	35 miles	\$0.2412	\$0.7407	\$0.1462	\$0.4627	
35 miles	40 miles	\$0.2448	\$0.7777	\$0.1499	\$0.4812	
40 miles	45 miles	\$0.2485	\$0.8147	\$0.1536	\$0.4997	
45 miles	50 miles	\$0.2522	\$0.8518	\$0.1574	\$0.5182	
50 miles	55 miles	\$0.2560	\$0.8888	\$0.1614	\$0.5367	

		Mi	nimum Weig	ght in Pounds		
Loaded Distance		2,000-3,999 lbs.		4,000-7,999 lbs.		
Over	But not over	Minimum Rate	Maximum Rate	Minimum Rate	Maximum Rate	
0 miles	25 miles	\$0.0755	\$0.3423	\$0.0687	\$0.3199	
25 miles	30 miles	\$0.1192	\$0.3608	\$0.1100	\$0.3372	
30 miles	35 miles	\$0.1212	\$0.3701	\$0.1124	\$0.3458	
35 miles	40 miles	\$0.1232	\$0.3793	\$0.1149	\$0.3545	
40 miles	45 miles	\$0.1253	\$0.3886	\$0.1174	\$0.3631	
45 miles	50 miles	\$0.1274	\$0.3978	\$0.1200	\$0.3718	
50 miles	55 miles	\$0.1295	\$0.4071	\$0.1226	\$0.3804	

		Minimum Weight in Pounds			
Loaded Distance		8,000-11,999 lbs.		12,000-15,999 lbs.	
Over	But not over	Minimum Rate	Maximum Rate	Minimum Rate	Maximum Rate
0 miles	25 miles	\$0.0687	\$0.3019	\$0.0687	\$0.2501
25 miles	30 miles	\$0.1009	\$0.3197	\$0.0922	\$0.2628
30 miles	35 miles	\$0.1029	\$0.3285	\$0.0938	\$0.2755
35 miles	40 miles	\$0.1050	\$0.3374	\$0.0954	\$0.2881
40 miles	45 miles	\$0.1071	\$0.3463	\$0.0971	\$0.3008
45 miles	50 miles	\$0.1092	\$0.3552	\$0.0988	\$0.3135
50 miles	55 miles	\$0.1114	\$0.3641	\$0.1005	\$0.3261

		Minimum Weight in			
Loaded Distance		16,000+ lbs.			
Over	But not over	Minimum Rate	Maximum Rate		
0 miles	25 miles	\$0.0687	\$0.2178		
25 miles	30 miles	\$0.0783	\$0.2330		
30 miles	35 miles	\$0.0803	\$0.2406		
35 miles	40 miles	\$0.0824	\$0.2482		
40 miles	45 miles	\$0.0845	\$0.2558		
45 miles	50 miles	\$0.0867	\$0.2634		
50 miles	55 miles	\$0.0890	\$0.2710		

Original Page No. 47

Section 3 LOCAL (HOURLY-RATED) MOVES

Rates, Rules and Charges Shown in This Section Apply to Shipments Moving 55 Miles or Less

Section 3 - Local Moves

Original Page No. 48

ITEM 205 - GENERAL APPLICATION OF RATES FOR LOCAL (HOURLY-RATED) MOVES

- 1. Rates in this section apply to moves of 55 miles or less.
- 2. Rates include use of vehicle, equipment, and labor for receiving and/or delivering household goods.
- 3. Other services performed in the course of hourly-charged transportation shall be charged the hourly rate and not be assessed additional charges, except when other services require special equipment or materials.

Section 3 – Local Moves

5th Revised Page No. 49*

<u>ITEM 225 – CONTAINER PRICES</u>

- 1. Prices are for containers (packing materials) only.
- 2. If the customer requests delivery or pickup of containers, Item 230 (Hourly Rates) will apply.
- 3. When available, the customer may purchase used containers at 50 percent of the prices shown below. This does not include reusable plastic containers.
- 4. Carriers may rent reusable plastic containers to customers at the rates shown below. The carrier will provide the customer with a document outlining the terms and conditions for reusable plastic container rental, signed by the carrier and the customer.
- 5. Carriers may provide free de minimis use of wardrobe cartons and reusable plastic containers on the day of the move.

Type of Container	Charge per Container	
Type of Container	Minimum	Maximum
DRUM, DISH PACK (drum, dish-pack, barrel, or other specially designed		
containers, not less than 5 cu. ft. capacity, used for packing glassware,		
chinaware, table lamps or other similar fragile articles, with inserts or dividers)	\$10.05	\$32.27
WASHER PACKING KIT	\$3.30	\$10.63
FRONT LOAD WASHING MACHINE KIT (Kit cost only)	\$60.00	\$120.55
CARTONS (not less than 200 lb. test)		
Less than 3 cu. ft.	\$2.08	\$6.70
3 cu. ft.	\$3.10	\$9.96
4 1/2 cu. ft.	\$3.72	\$11.95
6 cu. ft.	\$4.38	\$14.08
REUSABLE PLASTIC CONTAINERS (not less than 2.5 cu. ft.)		
Weekly rental	\$1.37	\$8.03
DOLLIES (designed for stacking reusable plastic containers)		_
Weekly rental	\$3.33	\$10.05
WARDROBE CARTON (not less than 10 cu. ft.)	\$7.91	\$25.82
MATTRESS CARTONS		
Crib mattress carton	\$3.57	\$11.50
Twin mattress carton	\$6.47	\$20.78
Double mattress carton	\$8.05	\$25.87
Queen mattress carton	\$9.11	\$29.26
King mattress carton	\$13.05	\$41.91
King box spring carton	\$14.89	\$47.83
MATTRESS COVERS		
Twin mattress single-use cover	\$4.95	\$12.72
Double mattress single-use cover	\$6.00	\$15.42
Queen mattress single-use cover	\$7.80	\$20.05
King mattress single-use cover	\$8.25	\$21.19
LAMP CARTON	\$4.38	\$11.26
MIRROR CARTON (corrugated)	\$8.04	\$25.38
FLAT SCREEN TV CARTON	\$28.75	\$254.49
CRATES AND CONTAINERS (other than described above, designed for		
mirrors, paintings, glass or marble tops, and similar fragile articles)		
Price per cubic foot or fraction (gross measurement of crate or container)	\$1.86	\$14.30
Crate (minimum)	\$6.35	\$42.89

*Revised in Docket TV-210326

Effective: July 30, 2021

Section 3 - Local Moves

2nd Revised Page No. 50*

ITEM 230 - HOURLY RATES

- 1. Hourly rates apply during regular hours only. For other than regular hours, overtime charges will apply in addition to these hourly rates.
- 2. Time must be recorded to the nearest increment of 15 minutes. The carrier must require its employees to record breaks and interruptions. The customer must not be charged for breaks or interruptions caused by the carrier's personnel.
- 3. The minimum charge for a shipment moving under hourly rates is one hour.
- 4. When transporting a single shipment, the carrier may bill the customer either:
 - a. The time beginning when the moving vehicle leaves the carrier's terminal or other location of the vehicle (whichever is closest) to the origin of the shipment, until the time the vehicle returns to the carrier's terminal or is dispatched to another job.
 - b. Flat travel time for the time from the carrier's terminal or other location of the vehicle (whichever is closest) to the origin of the shipment and the time from the shipment's destination to the carrier's terminal.
- 5. When a single vehicle combines two or more shipments, the time charged to each customer must be the actual time spent conducting packing, loading, unloading and unpacking plus an equitable division of the total travel time.
- 6. Carriers will charge local moves at the following rates:
 - a. Charge for truck and driver:
 - i. For a move three hours or less in duration, a minimum of \$39.20 per hour and a maximum of \$99.92 per hour.
 - ii. For a move more than three hours in duration, a minimum of \$37.93 per hour and a maximum of \$96.70 per hour.
 - b. Additional charge for each additional worker:
 - i. For a move three hours or less in duration, a minimum of \$30.69 per hour and a maximum of \$87.04 per hour.
 - ii. For a move more than three hours in duration, a minimum of \$29.63 per hour and a maximum of \$84.03 per hour.
- 7. Carriers will charge the following minimum charges:
 - a. For service provided at the customer's request:
 - i. A minimum of one hour, Monday through Friday, excluding state-recognized holidays, between 8:00 a.m. and 5:00 p.m.
 - ii. A minimum of four hours on Monday through Friday, before 8:00 a.m. and after 5:00 p.m. or on a Saturday, Sunday or state-recognized holiday.