

**How To File
Individual Tariffs**

**For The
Transportation
of
Pianos, Keyboards,
and Organs**

**In
The
State of
Washington**

HOW TO FILE AN INDIVIDUAL TARIFF



Notes:

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Overview: How To File An Individual Tariff

The Revised Code of Washington (RCW) laws require that all household goods carriers use the Commission-published tariff when assessing rates and charges for their services except when the Commission finds it is impractical to publish tariffs for certain commodities or services. The Commission has found that publishing rates for the transportation of pianos and organs to be impractical and allows household goods companies who transport those commodities to file individual tariffs.

Washington Administrative Code (WAC) rule 480-15-520 (a copy is included on the next page of these instructions) defines:

- The procedure for filing an individual tariff;
- How the tariffs are processed by the Commission;
- How the Commission considers proposals to amend an individually filed tariff; and
- What happens if the company does not charge its filed rates.

The following pages in this brochure explain:

- How to request permission to file an individual tariff;
- How to complete the tariff format; and
- How to amend the rates, charges or rules after the original tariff has been filed and approved.

If you have questions about filing your tariff or need any assistance, please contact staff in the Transportation Section of the Regulatory Services Division:

- By Phone: 360-664-1166
- By Fax: 360-586-1150
- By e-mail: rstark@wutc.wa.gov

or

- by mail at: Washington Utilities and Transportation Commission
1300 S. Evergreen Park Driver SW
PO Box 47250
Olympia, WA 98504-7250

WAC 480-15-520 Procedure for filing individual carrier tariffs.

(1) **What must be filed?** You must submit to us:

(a) A cover letter requesting permission from us to publish and file an individual tariff. The letter must describe the reasons you believe permission should be granted. Your letter should state the reasons you believe it is impractical for us to publish a tariff for the commodities or services contained in your proposed tariff.

(b) Two copies of your proposed tariff. Your proposed tariff must comply with the tariff drafting standards in chapter 480-149 WAC (Tariff Circular No. 6). You may request a copy of chapter 480-149 WAC from our records management section. The proposed tariff must contain all rates, charges, and rules you will be using if we grant you permission to publish and file an individual tariff.

(c) Data showing that the rates and charges contained in the proposed tariff are fair, just, reasonable, and sufficient.

(2) **How are individual carrier filed tariffs processed?**

(a) We review individual carrier filed tariffs:

(i) For compliance with laws and rules relating to content and format;

(ii) To ensure rates are fair, just, reasonable, and sufficient; and

(iii) For reasonableness and accuracy.

(b) If tariffs are incomplete or do not comply with laws and rules, staff will discuss the issues with the carrier and require that corrected tariffs be filed.

(c) When an individual carrier filed tariff is approved, the commission will issue an order stating the date on which the rates become effective. One copy of the tariff marked "approved" will be returned with the order.

(3) **How does the commission consider proposals to amend individual carrier filed tariffs?** When we receive your proposed tariff amendment we will:

(a) Assign a docket number;

(b) Schedule each proposed tariff amendment for consideration at one of our regularly scheduled open public meetings. The commission may approve the proposed amendment, or suspend them and set them for hearing;

(c) Notify you and other interested persons of the date when we will consider the tariff proposed amendment;

(d) Process your proposed tariff amendment under the procedures established in chapter 480-09 WAC; and

(e) Notify you of the disposition of your proposed tariff amendment. If the filing is approved, we will notify you of the date upon which the tariff amendment becomes effective.

(4) **What happens if I don't charge the rates and charges in my tariff?** You are subject to administrative action (see WAC 480-15-130(3)) if you charge rates or charges different from those contained in your tariff.

For ease of presentation, the information relating to filing of individual tariffs is presented in a question and answer format.

1. HOW DO I REQUEST PERMISSION TO FILE AN INDIVIDUAL TARIFF?

Companies transporting pianos, keyboards, or organs that wish to file an individual tariff may either complete the form included in this brochure or send a request letter to the Commission. Both the letter and the form must:

1. Describe the commodities to be hauled. Examples: “pianos,” “pianos and organs,” or “pianos, organs, and keyboards.”
2. Describe the territory in which the commodities will be hauled. Examples: “Pierce and King counties” or “State of Washington.” Note: The territory requested must be that authorized by a your company's household goods permit authority.
3. State why Tariff 15-A (the Commission-published tariff for household goods movers) does not work for the transportation of pianos and organs.

In addition, you must also supply the following information in the letter or request:

- Signature and title of person completing the form
- HHG permit number
- Name of the Company
- Address of the Company
- Contact Person for the Company
- Phone Number for the Contact Person

You should also supply additional phone numbers, names of contact persons, an E-Mail address or FAX number, if available, so the Commission may have alternative ways to contact you.

2. WHAT DO I NEED TO SEND IN WITH MY REQUEST FOR PERMISSION TO FILE AN INDIVIDUAL TARIFF?

In addition to the request, you must file:

- Two copies of your proposed tariff,
- Accounting data showing how the rates and charges in the tariff are fair, just, reasonable and sufficient, as required by state law.

3. HOW DO I COMPLETE AN INDIVIDUAL TARIFF?

To file your individual tariff, use the standard tariff format found at the back of this brochure, or an alternate format containing the same information. Your tariff must include the rules shown in the standard format. As shown, however, you may add rules that define your specific company operations.

If you use an alternate tariff format, each page in your tariff must contain the following information:

- Tariff number
- Page number
- Company name
- Issue date
- Effective date
- A block at the bottom of the page for "Commission Use Only"

4. HOW DO I COMPLETE THE TITLE PAGE?

- (a) The title page must show a Tariff Number. If this is the first tariff filed with the Commission you will use Tariff Number 1. When a second tariff is filed then that tariff will be "Tariff Number 2, canceling Tariff Number 1."
- (b) The name and the permit number of your company must be shown. The name must agree exactly with the name on your household goods permit. Note: If the tariff is being submitted with an application, leave the space for permit number blank -- Commission staff will fill in the permit number after the permit is issued and the tariff approved.
- (c) You must complete the blanks that name the commodities you are transporting and the territory in which you will be hauling those commodities.
- (d) Fill in the square that provides information as to the contact person in your company responsible for handling of consumer questions and/or complaints.
- (e) Complete the "Issued By" with the name, address and telephone number of the person who is responsible for issuing the tariff.
- (f) Fill in the "Issue Date" with the date the tariff you are submitting your tariff to the Commission.
- (g) Fill in the "Effective Date." Note this space may be left blank if this is your company's initial tariff. In that instance, Commission staff will fill in the date the Commission approves your request to file an individual tariff and allows the rates to be effective.

5. HOW DO I COMPLETE THE RULES PAGES?

Rules must be included in the tariff to show how the rates and charges are applied, how other services are provided, and how the operations of your business are conducted.

The standard rules pages in this brochure include all of the household goods moving rules required by Chapter 480-15 WAC.

Each rule page must include:

- A tariff number, your company name (and registered trade names, if any),
- A page number (all pages in the tariff must be numbered sequentially),
- Issue and effective dates, and
- A box “For Commission Use Only”. Note: If this is your first tariff the page numbers would read “original” (example, Original page No. 1).

If there is a standard rule that you do not want in your tariff you must request in writing permission to exclude the rule and the reasons why you don’t think the rule applies to your operations. The Commission will make a determination on your request.

In addition to the standard rules you may add other rules that apply to your operations.

NOTE: You must follow all rules that are listed in your tariff. You cannot legally enforce any business or operating rule unless it is shown in your tariff.

6. HOW DO I COMPLETE THE RATES AND CHARGES PAGES?

Each rate page must include:

- A tariff number,
- Your company name (and registered trade names, if any),
- A page number (all pages in the tariff must be numbered sequentially),
- Issue and effective dates, and
- A box “For Commission Use Only”. Note: If this is your first tariff the page numbers would read “original” (example, Original page No. 1).

Note: ALL RATES AND CHARGES you will assess to your customers s must be listed on the rate pages.

NOTE: You cannot legally assess any rate or charge unless it is shown in your tariff.

The rate pages in this brochure include all of the standard household goods moving rates and charges items. You must complete all items that you choose to charge for. If your operations include other rates or charges, you may list those under the “Other Charges” heading.

7. HOW DOES THE COMMISSION PROCESS A REQUEST FOR AN INDIVIDUAL TARIFF?

When a request is received, Commission staff review the tariff for content and format and ensures that the rates are fair, just, reasonable and sufficient.

If a tariff is submitted that is incomplete or does not comply with Commission tariff rules, staff will contact you and explain how the errors can be corrected.

Requests for individual tariffs are placed on the Commission's Open Public Meeting Agenda. A schedule of meetings is posted on the Commission's internet home page (www.wutc.wa.gov). You may appear at the open meeting if you wish, but attendance is not necessary.

If the filing of the tariff is approved, the Commission will issue an order stating the effective date of the tariff. Staff will mark one copy of the tariff "Approved" and return it to you with a copy of the order.

8. HOW DOES THE COMMISSION CONSIDER PROPOSALS TO AMEND AN INDIVIDUAL CARRIER-FILED TARIFF?

If after receiving approval to file an individual tariff, you determine that you need to make changes to your tariff you must either:

- (a) File a new tariff if most of the pages in your tariff need to be changed. The title page would show the next sequential tariff number, for example, if your current tariff is Number 1, then the next tariff would be "Tariff Number 2 cancels Tariff Number 1". All pages in the new tariff would be original pages; or
- (b) Submit revised pages where only minimal changes are being made. If, for example, you wanted to change your original page 3, you would send in the new page with the changes shown on it. The page number for this new page would be "1st revised page 3."

All pages must contain all of the information required in your original tariff including the date you want the changes to go into effect. The effective date must be at least 30 days after the date the Commission receives your filing. You may not use the proposed rates until you receive notice from the Commission that they have been approved.

When making changes to a tariff, in addition to the new tariff or pages, you must send to the Commission:

- (a) A cover letter stating the changes you have made and the reasons for making those changes; and
- (b) If there is a change in your rates or charges or in your rules that will affect your rates or charges, you must also send in cost justification showing how you arrived at the new rates.

Upon receiving your proposed tariff amendment, the Commission will assign a docket number to your filing. A docket number tracks the filing for eventual presentation at a Commission Open Public Meeting.

Staff will review your filing and the cost justification you submitted with the filing. You will be notified when your proposal will be scheduled for an Open Meeting. Staff may also contact you to obtain additional information related to your proposal.

You may wish to attend the open meeting, but attendance is not mandatory. At the Open Meeting staff may recommend to the Commission that your proposal be either approved or suspended pending further review by staff. You will be notified of the Commission's determination by a Commission order. If your proposal is approved you will receive a copy of your approved tariff or pages.

9. WHAT HAPPENS IF I DON'T CHARGE THE RATES IN MY TARIFF, OR IF I DON'T FOLLOW THE RULES OF MY TARIFF?

You are required by law to follow the rules and to assess the rates and charges listed in your tariff.

IT IS UNLAWFUL TO CHARGE HIGHER, LOWER OR DIFFERENT RATES THAN SHOWN IN YOUR TARIFF.

If you do not follow your tariff, the Commission may initiate an administrative action against your company. Administrative actions include warnings, sanctions, penalty assessments, and hearings to show cause why your permit should not be suspended or cancelled.

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REQUEST FOR PERMISSION TO FILE AN INDIVIDUAL TARIFF

TO: Washington Utilities and Transportation Commission
1300 S. Evergreen Park Drive SW
PO Box 47250
Olympia, WA 98504-7250

I request permission from the Washington Utilities and Transportation Commission to publish and file an individual tariff for the intrastate transportation of:

Check one or more: Pianos Organs Keyboards Other (describe below)

in the following territory:

Entire State of Washington Specific County(s) _____

The business operations conducted by this company do not lend themselves to the use of the Household Goods Moving Tariff No.15-B for the following reasons:

As such, I request permission be granted to allow this company to publish and file an individual tariff.

Signed: _____ Dated: _____

Title: _____ Permit Number: _____

Company Name: _____

Address: _____

Contact Person: _____ Phone: _____

FAX: _____ E-Mail Address: _____

Tariff No. _____

Cancels

Tariff No. _____

(Name of Company)

Permit Number: _____

**NAMING RATES FOR THE TRANSPORTATION OF THE FOLLOWING
COMMODITIES:**

IN THE FOLLOWING TERRITORY:

ISSUED BY:

Name/Title of Issuing Agent: _____

Mailing Address of Issuing Agent: _____

City/State/Zip Code: _____

Telephone Number: _____

Fax No.: _____ E-mail Address: _____

Issue Date: _____

Effective Date: _____

For Commission Use Only

Effective: _____ Docket No. _____ By: _____

Rules Section

Delivery to or from a Warehouse:

1. Pickup service at 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.
 2. Delivery service to a warehouse, other than the carrier's own warehouse, includes delivery only to 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.
-

Claims:

1. Claims for loss, damage, and overcharge must be filed within nine months of the date the article is delivered. Claims must be in writing and must contain sufficient information to identify the property involved. A copy of the original bill of lading or bill of lading contract must accompany the claim.
 2. Damaged or missing articles that are not identified at the time of delivery must be reported to the carrier as soon as the damage or loss is discovered. The carrier must be allowed reasonable opportunity to inspect the damaged article and its original packaging.
 3. The carrier may require that the customer provide a certified or sworn statement regarding any claim.
 4. The carrier may satisfy any claim by repairing or replacing the property lost or damaged with materials of like kind, quality, and condition.
-

Carrier Liability For Household Goods And Customer Valuation:

1. Household goods carriers must assume liability for the value of the goods they transport. The amount of liability a carrier must assume depends on the level of valuation protection determined by the customer. The amount of valuation must be noted on the bill of lading issued by the carrier.
2. The carrier's liability responsibility for loss and damage is to the customer regardless of any cargo insurance policies it may have.
3. The customer-declared value determines what the carrier's legal liability will be in case of loss or damage. Before providing service, carriers must require customers to state in writing on the bill of lading for the entire shipment.

This rule continued on next page

Issue Date: _____

Effective Date: _____

For Commission Use Only

Effective: _____ Docket No. _____ By: _____

Rules Section

Carrier Liability for Household Goods and Customer Valuation, continued:

4. If the carrier decides to reimburse for or replace a lost or damaged article, the lost or damaged article becomes the property of the carrier.
 5. The charge for valuation protection is shown in the Rate section of this tariff.
-

Refusal To Pickup Or Deliver Shipment:

A carrier may refuse to pick up or deliver a shipment, if:

1. The condition of the roads, streets, driveways, alleys, or loading or unloading facilities is unsafe or inaccessible.
 2. Conditions such as civil or labor disturbances would make pickup or delivery unsafe or unreasonable.
 3. The shipment is considered dangerous or has been improperly packed.
 4. The carrier does not have suitable equipment.
-

Estimates:

1. All estimates must comply with the provisions of WAC Chapter 480-15, Part 5.2.
 2. Carriers may provide customers with two kinds of estimates:
 - binding estimates.
 - non-binding estimates.
 3. A supplemental estimate is to be used whenever there is any change to the move, by the customer, that results in an increase in cost. Supplemental estimates must be issued at the same level of rates as were contained in the original estimate.
 4. Estimates must show each applicable rate and charge that will be used to determine the total transportation charge.
 5. All estimates must be written. Verbal estimates are prohibited.
 6. Whenever a written estimate is provided, all moving companies must give the potential customer a copy of the commission brochure "Your Rights and Responsibilities as a Moving Company Customer."
-

Issue Date: _____

Effective Date: _____

For Commission Use Only

Effective: _____ Docket No. _____ By: _____

Rules Section

Delivery Time:

A carrier will attempt to deliver a shipment during normal business hours, but will not guarantee delivery at a specific hour.

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; or
 - b. the customer refused or was unable to accept delivery.
 - c. on a shipment moving on a non-binding estimate, the customer was unable or refused to pay up to 110% of the amount of the original estimate.
 2. The carrier's liability as a common carrier ends with delivery to the warehouse. The shipment becomes subject to the warehouse's liability, terms and conditions.
 3. 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 and telephone number of the warehouse where the shipment was stored.
-

Payment Of Charges:

1. Unless credit arrangements have been made under the provisions of paragraph 5 of this tariff item, payment of tariff rates and charges is due upon delivery. If the total due upon delivery exceeds the original estimate, the carrier must release the shipment to the customer:
 - a. Upon payment in full of the original binding estimate and supplements, if any, or
 - b. Upon 110% of the original non-binding estimate including supplements. The carrier must inform the customer of this tariff rule if the total due upon delivery exceeds 110% of the original estimate.

Issue Date: _____

Effective Date: _____

For Commission Use Only

Effective: _____ Docket No. _____ By: _____

Rules Section

PAYMENT OF CHARGES (contd)

If the customer fails to pay the rates and charges described above the carrier may hold the shipment in secure storage until payment is made. The cost of storage will be charged to the customer.

2. Commission rules limit the amount a carrier may charge above the amount shown on its non-binding estimate. The limit depends on the type of move (see chart below):

Maximum amount customer may be billed Above amount of estimate and supplements:	
Hourly-rated shipments	
Transportation charges	125%
Accessorial charges	115%

3. Carriers must allow customers 30 additional days from the date of delivery to pay amounts in excess of the original estimate plus supplements.
4. The method of payment must be determined before the move and must be shown on the bill of lading. Carriers may require a cash, cashier's check or money order, or may choose to accept credit cards, debit cards or personal checks. The method of payment that is agreed upon must be accepted during all phases of the move, including payment of the final bill.
5. Carriers may extend credit to customers for up to 30 days. The 30-day credit period will begin the day after the customer is billed, or the day after the postmark date, whichever is earlier. When the date is in dispute, the postmark on the bill will apply. If the bill is not paid within the 30-day credit extension period, a monthly interest rate will apply. The carrier will identify a fixed interest rate and minimum charge within the allowable ranges shown below. The interest rate and minimum charge that will be applied if the bill is not paid within the 30-day credit period must be shown on the invoice or bill of lading contract.
6. The carrier may negotiate prepayment for services in full or in part.

Issue Date: _____

Effective Date: _____

For Commission Use Only

Effective: _____ Docket No. _____ By: _____

Rules Section

Charges For Using Commercial Ferries &/Or Toll Bridges:

The following charges will apply if the carrier must use a commercial ferry or toll bridge.

- (a) The carrier will pass through to the customer the actual cost of ferry fares/fees. A copy of the ferry fare receipt must be attached to the bill of lading provided to the customer, and the carrier must retain a duplicate copy in its files.
 - (b) The carrier will pass through to the customer the actual cost of toll bridge fees. If available, a copy of the toll bridge receipt must be attached to the bill of lading provided to the customer, and the carrier must retain a duplicate copy in its files.
-

Carrier Liability -- Unattended Pickup Or Delivery:

The customer assumes all liability for goods left 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 delivery property at a location that will be unattended.

Pickup/Delivery At Nearest Point Of Safe Approach:

- 1. Circumstances such as those listed below may make it physically impossible for a carrier to pickup or deliver a shipment using standard moving vehicles:
 - building structures
 - inaccessibility by road
 - inadequate or unsafe roads (public and/or private)
 - overhead obstructions
 - narrow gates
 - sharp turns
 - trees and/or shrubbery
 - deteriorated roads
 - the nature of items included in a shipment
 - weather conditions.
- 2. If any of these circumstances exist:
 - a. It is the customer's responsibility to make the shipment accessible to the carrier, or accept delivery from the carrier, at a location where the moving vehicle may be safely operated.
 - b. It is the carrier's responsibility to make equipment available at the nearest safe location.

This item continued on next page

Issue Date: _____

Effective Date: _____

For Commission Use Only

Effective: _____ Docket No. _____ By: _____

Rules Section

Pickup/Delivery Item Continued

3. At the request of the customer, the carrier may provide smaller equipment and/or additional labor to move the shipment between the point of origin or destination and the parked moving vehicle. There may be additional charges for this service.
 4. If the carrier parks its vehicle at the closest location to the delivery point it considers safe, and the customer refuses to accept the shipment, the carrier may place a portion or all of the shipment in storage and bill the customer for all charges including those from the point where delivery was attempted to the location of the warehouse. All charges are due at the time the shipment is delivered to the warehouse. The carrier's liability for the shipment stops when the shipment has been placed in storage and the shipment will be considered as having been delivered. Any subsequent movement from the warehouse will be a new shipment.
-

Overtime:

1. Overtime charges apply in addition to all other applicable rates and charges. Overtime charges will be applied only as shown on the rate pages in this tariff.
 2. Overtime charges do not apply if the overtime is provided for 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 an estimate of the total overtime charges and get the customer's written consent before providing overtime service.
-

Hourly Rates

1. 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 those breaks and/or interruptions.
2. The minimum charge for a shipment moving under hourly rates, if applicable, is shown in the rate pages of this tariff..
3. When a single shipment is being transported, the carrier will bill the customer for the time from 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 released and dispatched to another job.

This Item continued on next page

Issue Date: _____

Effective Date: _____

For Commission Use Only

Effective: _____ Docket No. _____ By: _____

Rules Section

Hourly Rates continued:

4. When two or more shipments are being transported on a single vehicle, the time charged to each customer shall be:
- a. The actual time spent conducting packing, loading, unloading and unpacking plus
 - b. An equitable division of the total travel time.
-

Bill Of Lading - Contract Terms And Conditions

All shipments under this tariff are subject to the following terms and conditions.

SECTION 1.

- (A) THE CARRIER IS LIABLE for physical loss of, or damage to, any article from external cause while being carried or held in storage-in-transit, including breakage, if articles are packed by the carrier and/or if the breakage results from negligence of the carrier. The carrier's liability is subject to the limitations of liability described in Section 2.
- (B) THE CARRIER IS NOT LIABLE for loss of, or damage to, any article from external cause while being carried or held in storage-in-transit, for the following circumstances:
- (1) Breakage, when articles are packed by the customer or the customer's representative unless it can be proven that the breakage resulted from negligence by the carrier in handling the article(s).
 - (2) Change in the condition or flavor of perishable articles.
 - (3) Loss or damage to documents, bank bills, notes, currency, money, postage stamps, letters, or valuable papers of any kind.
 - (4) Loss or damage to jewelry, watches, precious stones, or precious metals.
 - (5) An act, omission, or order of the customer, or loss or damage resulting from the customer's inclusion in the shipment such articles as explosives, dangerous articles or dangerous goods.
 - (6) Defective design of an article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity changes.
 - (7) 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; or (b) by military forces; or (c) by an agent of any such government, power, authority or forces.
 - (8) Seizure, confiscation, or destruction under quarantine by order of any government or public authority.
 - (9) Strikes, lockouts, labor disturbances, riots, civil commotions or the acts of any person or persons taking part in any such occurrence or disorder.
 - (10) Acts of God.

Issue Date: _____

Effective Date: _____

For Commission Use Only

Effective: _____ Docket No. _____ By: _____

Rules Section

Bill of Lading continued:

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

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. The customer must pay all applicable tariff charges charges.

SECTION 5.

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

The carrier's liability as a common carrier ends with delivery to the warehouse and the shipment becomes subject to the warehouses's liability, terms and conditions. The carrier must mail or deliver a written notice to the destination address advising that it was unable to make delivery.

- (B) The carrier may sell the property in a shipment if:
- (1) The customer refuses the shipment at destination;
 - (2) The customer fails to receive or claim the shipment within 15 days after the carrier has mailed a written notice to the customer to the addresses shown on face of this Bill of Lading; or
 - (3) If the customer fails or has refused to pay the lawful charges in accordance with the carrier's tariff and Commission rules.
- (C) The carrier may sell the property at its option:
- (1) Upon notice in the manner authorized by law, or
 - (2) To the highest bidder at a public auction held at a time and place named by the carrier. The carrier must give the customer at least 30 days' written notice of the sale and must publish a notice containing a description of the property (as described in the Bill of Lading) and the name of the customer at least once a week for two consecutive weeks in a newspaper of general circulation at or near the place of sale. The proceeds of any sale will be applied toward payment of the lawful charges due for the shipment and toward expenses for the notice, advertising and sale, and storing, caring for and maintaining the property before the sale. The balance, if any, shall be paid to the owner of the property. However, the carrier may sell any perishable articles in the shipment at a public or private sale without the notices described above, if, in the opinion of the carrier, the sale is necessary to prevent deterioration or further deterioration.

Bill of Lading Continued:

Issue Date: _____

Effective Date: _____

 For Commission Use Only

Effective: _____ Docket No. _____ By: _____

Tariff No. _____

_____ Revised Page No. _____

Company Name: _____

Rules Section

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.

OTHER RULES:

Issue Date: _____

Effective Date: _____

For Commission Use Only

Effective: _____ Docket No. _____ By: _____

Tariff No. _____
Company Name: _____

_____ Revised Page No. _____

Rules Section

Other rules:

Issue Date: _____

Effective Date: _____

For Commission Use Only

Effective: _____ Docket No. _____ By: _____

Tariff No. _____

_____ Revised Page No. _____

Company Name: _____

Rates and Charges Section

Additional Labor Charges:

Moves requiring additional labor will be charged for at \$_____ per hour, per person.

Overtime:

Overtime rates will be applied (describe when):

Overtime time rate will be charged in the following manner (describe rate calculation):

Minimum Charge:

The following minimum charges will apply:

Holidays:

The following holidays will be observed:

Warehouse Charges:

The following charges will apply for warehouse storage and handling:

Charge Per Day	Charge Per Month	Minimum Charge	Handling In/Out Charge

Issue Date: _____

Effective Date: _____

For Commission Use Only

Effective: _____ Docket No. _____ By: _____

Tariff No. _____

_____ Revised Page No. _____

Company Name: _____

Rates and Charges Section

Monthly Interest and Minimum Charges:

The interest rate and minimum charge that will be applied if the bill is not paid within the 30-day credit period must be shown on the invoice or bill of lading contract.

Monthly interest charges on unpaid balances: _____%

Minimum Monthly charge: \$ _____

Stairs, Steps, and Elevator Charges:

The following charges will apply if stairs, steps, or elevators must be used:

Stairs, inside building, _____ per flight of 8 stairs, or fraction thereof.

Steps, outside building, \$ _____ per flight of 8 steps, or fraction thereof.

Elevators, \$ _____ per elevator used.

Extra Distance Charges:

If a shipment must be carried more than _____ feet from the carrier's vehicle to the door of the individual living unit, the following charge will apply::

\$ _____ per _____ feet.

Valuation Protection Charges:

Household goods carriers must assume liability for the value of the goods they transport. The amount of liability a carrier must assume depends on the level of valuation protection determined by the customer.

Valuation Protection Options/Charges:

Issue Date: _____

Effective Date: _____

For Commission Use Only

Effective: _____ Docket No. _____ By: _____

Tariff No. _____

_____ Revised Page No. _____

Company Name: _____

Rates and Charges Section

Other charges:

Issue Date: _____

Effective Date: _____

For Commission Use Only

Effective: _____ Docket No. _____ By: _____

Tariff No. _____

_____ Revised Page No. _____

Company Name: _____

Rates and Charges Section

Issue Date: _____

Effective Date: _____

For Commission Use Only

Effective: _____ Docket No. _____ By: _____

Household Goods Bill of Lading

Name and Permit Number of Moving Company:

Address of Moving Company:

Telephone/E-mail/Fax Number of Moving Company:

Customer: This bill of lading is a contract between you and the household goods carrier. It confirms instructions and authorizes the carrier to move, pack, store and/or perform the services shown. Before you sign this document **it is important that you read this entire document**, including the back, and that you ask for an explanation for anything that is not clear or that is different from any previous information from the carrier or the carrier's representative. This contract is subject to the conditions on the back of this form.

Date Order Taken	Move Date	Bill of Lading #:	
Description of Instrument(s) to be moved:			
FROM		TO	
Customer:		Customer:	
Pick Up Address:		Delivery Address:	
Date	Trip #	Driver	Equipment #
TIME RECORD			
_____ Laborers & Van (complete start and stop time chart below)			
_____ Regular Hours @ _____ per hour = Charges \$ _____			
_____ Overtime Hours @ _____ per hour = Charges \$ _____			
Person 1:	Start Time	Stop Time	Total Hours
Person 2:	Start Time	Stop Time	Total Hours
Person 3:	Start Time	Stop Time	Total Hours
<u>CUSTOMER MUST SIGN EACH ITEM IN THIS SECTION</u> ↓			Customer's Signature
Rights and Responsibilities Guide. The carrier gave me, or I declined a copy of the brochure "Your Rights and Responsibilities as a Moving Company Customer".			
Payment. The customer and carrier agree that payment, at the time of delivery will be made by (check one): <input type="checkbox"/> cash <input type="checkbox"/> money order <input type="checkbox"/> certified check <input type="checkbox"/> credit card <input type="checkbox"/> personal check <input type="checkbox"/> business check <input type="checkbox"/> debit card			
Estimates: I did not request a written estimate on this shipment and understand that I will be required to pay the charges shown on this contract.			
I received a binding estimate and I will be required to pay only the amount shown on that estimate.			
I received a non-binding estimate . I understand that if the charges on this bill exceed the charges on the non-binding estimate, the carrier must release the shipment to me upon payment of no more than 110% of the estimated charges and will extend credit for 30 days to pay the remainder due. In no case will I be required to pay more than 125% of the non-binding estimate.			
TOTAL CHARGES DUE FROM CUSTOMER (less amount prepaid) \$			
Driver's Signature Date		Customer's Signature Date	
Damage Noted:			

Bill Of Lading - Contract Terms And Conditions

All shipments under this tariff are subject to the following terms and conditions.

SECTION 1.

- (A) THE CARRIER IS LIABLE for physical loss of, or damage to, any article from external cause while being carried or held in storage-in-transit, including breakage, if articles are packed by the carrier and/or if the breakage results from negligence of the carrier. The carrier's liability is subject to the limitations of liability described in Section 2.
- (B) THE CARRIER IS NOT LIABLE for loss of, or damage to, any article from external cause while being carried or held in storage-in-transit, for the following circumstances:
- (1) Breakage, when articles are packed by the customer or the customer's representative unless it can be proven that the breakage resulted from negligence by the carrier in handling the article(s).
 - (2) Change in the condition or flavor of perishable articles.
 - (3) Loss or damage to documents, bank bills, notes, currency, money, postage stamps, letters, or valuable papers of any kind.
 - (4) Loss or damage to jewelry, watches, precious stones, or precious metals.
 - (5) An act, omission, or order of the customer, or loss or damage resulting from the customer's inclusion in the shipment such articles as explosives, dangerous articles or dangerous goods.
 - (6) Defective design of an article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity changes.
 - (7) 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; or (b) by military forces; or (c) by an agent of any such government, power, authority or forces.
 - (8) Seizure, confiscation, or destruction under quarantine by order of any government or public authority.
 - (9) Strikes, lockouts, labor disturbances, riots, civil commotions or the acts of any person or persons taking part in any such occurrence or disorder.
 - (10) Acts of God.

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

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. The customer must pay all applicable tariff charges charges.

SECTION 5.

- (A) The carrier may place a shipment into storage at the public warehouse nearest the point of destination if the carrier is unable to make delivery because:
- (1) The carrier was unable to locate a customer at the address given or the correct address; or
 - (2) The customer refused or was unable to accept delivery; or
 - (3) On a shipment moving under a non-binding estimate, the customer was unable or refused to pay up to 110 percent of the amount of the original estimate.
- The carrier's liability as a common carrier ends with delivery to the warehouse and the shipment becomes subject to the warehouses's liability, terms and conditions. The carrier must mail or deliver a written notice to the destination address advising that it was unable to make delivery.
- (B) The carrier may sell the property in a shipment if:
- (1) The customer refuses the shipment at destination;
 - (2) The customer fails to receive or claim the shipment within 15 days after the carrier has mailed a written notice to the customer to the addresses shown on face of this Bill of Lading; or
 - (3) If the customer fails or has refused to pay the lawful charges in accordance with the carrier's tariff and Commission rules.
- (C) The carrier may sell the property at its option:
- (1) Upon notice in the manner authorized by law, or
 - (2) To the highest bidder at a public auction held at a time and place named by the carrier. The carrier must give the customer at least 30 days' written notice of the sale and must publish a notice containing a description of the property (as described in the Bill of Lading) and the name of the customer at least once a week for two consecutive weeks in a newspaper of general circulation at or near the place of sale. The proceeds of any sale will be applied toward payment of the lawful charges due for the shipment and toward expenses for the notice, advertising and sale, and storing, caring for and maintaining the property before the sale. The balance, if any, shall be paid to the owner of the property. However, the carrier may sell any perishable articles in the shipment at a public or private sale without the notices described above, if, in the opinion of the carrier, the sale is necessary to prevent deterioration or further deterioration.

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.