

YOUR MOVING & STORAGE CO., INC.

US DOCKET MC 799999

INTERSTATE TARIFF OF RATES

APPLYING ON

HOUSEHOLD GOODS

BETWEEN

POINTS IN THE

UNITED STATES

(As described in Rule 1 herein)

ISSUED: April 1, 2010

EFFECTIVE: April 5, 2010

ISSUED BY:

**Your Name
123 Mover Road
Your Town, Your State 00000**

JPL/STBP

***Required to be published but not filed with the US Government.**

Note: The motor carrier listed above is licensed and privileged to use this Tariff. Use of this Tariff by any other carrier, without the expressed written consent of MoverTariffs.com, Inc., is unauthorized and prohibited.

Serial Number 00000009999999

**NOTE: THIS IS ONLY A 5 PAGE SAMPLE.
AN ACTUAL TARIFF IS USUALLY 30+ PAGES.**

Explanation of Abbreviations/Symbols

b/l	.....bill of lading	No.	.....number
CFR	.....Code of Federal Regulations	cu.ft.	.....cubic feet
CWT	.....hundredweight	DOT	.....United States Department of Transportation
OFS	.....order for service	i.e.	.....for example
viz	.....namely	USC	.....United States Code
\$	.....dollars	lbs.	.....pounds

GENERAL RULES**RULE 1 APPLICATION OF TARIFF**

Pursuant to 49 USC Section 13702, transportation rates in this Tariff apply only on the movement of household goods, as defined in 49 CFR 1310.1(c), in common carriage by motor vehicles over irregular routes and in interstate commerce pursuant to the operating authority issued to the carrier by the United States Federal Motor Carrier Safety Administration:

Between all points in the United States (48 contiguous states).

RULE 2 APPLICATION OF RATES

- A. Except as otherwise provided, rates named in this Tariff include one pick-up (interior) and loading at point of origin and one delivery (interior) and unloading at point of destination.
- B. On shipments picked up at or delivered to a warehouse, rates apply only for loading or unloading at exterior door, platform or other points conveniently accessible to carrier's vehicle.

RULE 3 DECLARATION OF VALUE - LIABILITY LIMITATION

SHIPPERS ARE REQUIRED TO STATE SPECIFICALLY IN WRITING, THE AGREED ON, OR DECLARED, VALUE OF PROPERTY MOVED.

- A. On all shipments transported under this Tariff:

When a shipment is released to a value not exceeding 60 cents per pound per article, the base transportation rates will apply with no additional valuation charge. However, when the shipper declares **either a lump sum dollar amount for the value of your shipment that may not be less than \$5000, or an amount per pound that may not be less than \$4.90 per pound, whichever is greater**, an additional full value replacement valuation charge for the declared value will be assessed in accordance with the rates published herein or as amended by supplement. On cubic foot rate moves, volume shall be converted to weight by multiplying cubic feet by seven (7).

- B. On Storage in Transit shipments where a lump sum value is declared, the base storage rate will apply for the first 60 days and thereafter an added valuation charge of \$1.00 per \$1,000 of released or declared value for each storage period of 30 days, or fraction thereof, will apply.

RULE 4 VALUATION STATEMENTS & CHARGES

A. VALUATION -

THE FOLLOWING PROVISIONS MUST BE SHOWN ON BILLS OF LADING:

CUSTOMER'S DECLARATION OF VALUE
THIS IS A TARIFF LEVEL OF CARRIER LIABILITY - IT IS NOT INSURANCE
You must select, in your own handwriting, one of the following two options for your shipment.
The option you select establishes your mover's maximum liability for your goods, subject to the rules contained in your mover's tariff.

OPTION 1: Full (Replacement) Value Protection. If any article is lost, destroyed or damaged while in your mover's custody, your mover will either 1) repair the article to the extent necessary to restore it to the same condition as when it was received by your mover, or pay you for the cost of such repairs; or 2) replace the article with an article of like kind and quality, or pay you for the cost of such a replacement. An additional charge applies for this option.
To select Option 1, you must write, on the line below, either a lump sum dollar amount for the value of your shipment that may not be less than \$5000, or an amount per pound that may not be less than \$4.90 per pound, whichever is greater.
The value of my shipment is: _____

You must also select one of the following deductible amounts that will apply for your shipment:
No Deductible (_____) \$250 Deductible (_____) \$500 Deductible (_____) (initial) (initial) (initial)

OPTION 2: Released Value of 60 Cents Per Pound Per Article. If any article is lost, destroyed or damaged while in your mover's custody, your mover's liability is limited to the actual weight of the lost, destroyed or damaged article multiplied by 60 cents per pound per article. This is the basic liability level and is provided at no charge. It is considerably less than the average value of household goods.
To select Option 2, you must write, on the line below, the words "60 cents per pound".
The value of my shipment is: _____

Your signature is required here: I acknowledge that I have 1) declared a value for my shipment and selected a deductible amount, if appropriate, and 2) received and read a copy of the mover's brochure explaining these provisions and the applicable charges.

(Customer's Signature) (Date)

EXTRAORDINARY (UNUSUAL) VALUE ARTICLE DECLARATION: I acknowledge that I have prepared and retained a copy of the "Inventory of Items Valued in Excess of \$100 Per Pound Per Article" that are included in my shipment and that I have given a copy of this Inventory to the mover's representative. I also acknowledge that the mover's liability for loss of or damage to any article valued in excess of \$100 per pound will be limited to \$100 per pound for each pound of such lost or damaged article (based on actual article weight), not to exceed the declared value of the entire shipment, unless I have specifically identified such articles for which a claim for loss or damage is made on the attached inventory.

(Customer's Signature) (Date)

B. CHARGES FOR FULL VALUE REPLACEMENT

The following are valuation charges for moves performed under Option 1. The value a shipper declares on a shipment must be at least equal to the weight of the shipment multiplied by \$4.90 per pound, subject to a minimum declaration of \$5,000 or the shipper can choose a higher lump sum amount based on shipper’s estimate of what it would cost to replace entire shipment. With respect to volume-based moves, volume shall be converted to weight by multiplying the number of cubic feet by seven (7).

IF THE VALUE A SHIPPER PLACES ON SHIPMENT IS:	THE ADDITIONAL CHARGE WILL BE (See Notes 1 and 2):		
	\$0 DEDUCTIBLE	\$250 DEDUCTIBLE	\$500 DEDUCTIBLE
\$0 to \$5,000	\$93	\$53	\$ 37
\$5,001 to \$10,000	\$138	\$85	\$ 56
\$10,001 to \$15,000	\$182	\$118	\$ 81
\$15,001 to \$20,000	\$222	\$151	\$ 101
\$20,001 to \$25,000	\$264	\$175	\$ 122
\$25,001 to \$30,000	\$316	\$208	\$ 143
\$30,001 to \$35,000	\$364	\$230	\$ 161
\$35,001 to \$40,000	\$413	\$260	\$ 179
\$40,001 to \$50,000	\$464	\$294	\$ 208
\$50,001 to \$60,000	\$537	\$336	\$ 232
\$60,001 to \$75,000	\$620	\$419	\$ 294
\$75,001 to \$100,000	\$762	\$560	\$ 436
\$100,001 to \$125,000	\$921	\$719	\$ 595
\$125,001 to \$150,000	\$1,079	\$878	\$ 753
\$150,001 to \$175,000	\$1,238	\$1,037	\$ 912
\$175,001 to \$200,000	\$1,397	\$1,195	\$ 1,071
\$200,001 to \$225,000	\$1,556	\$1,354	\$ 1,230
\$225,001 to \$250,000	\$1,714	\$1,513	\$ 1,388

Note 1: Carrier may make annual adjustments in the table of values and charges shown herein to reflect changes in the U.S. Department of Labor Consumer Price Index.

Note 2: When storage-in-transit is provided, an additional valuation charge shall apply for the time shipment is in storage.

RULE 5 SERVICING SPECIAL ARTICLES

The transportation rates in this Tariff do not include the servicing of articles or appliances including, but not limited to, refrigerators, freezers, washing machines, clothing dryers, dishwashers, radios, CD players, television sets, VCRs, DVD players, air conditioners and computers and other business machines which, if not properly serviced, might be damaged in or incident to transit. Upon request of the shipper, owner or consignee of the household goods, the carrier will engage a qualified third party as the shipper’s agent to perform the servicing. Whenever the services of third parties are procured by the carrier, the carrier shall not assume responsibility for:

- (a) the activities or conduct of the representative(s) of the third party;
- (b) the nature of the charges of the third party; and
- (c) the quality and quantity of the service furnished.

All charges of the third party must be paid by the shipper and are in addition to all lawful transportation charges stated herein. Such charges will be advanced by the carrier and billed to the shipper.

Except as otherwise specifically provided in this tariff, or as amended, the services covered by this Tariff do not include the handling, loading or unloading of any single article weighing 1,000 pounds or more. The extra handling, loading or unloading in every instance must be provided by the shipper or, if the carrier has additional personnel and

equipment available, such extra service upon request of the shipper as per the OFS may be provided by the carrier at charges shown herein. When necessary, such articles must be securely braced and blocked, and when such bracing or blocking require material not forming part of the regular equipment of the vehicle, or extra labor, such material and labor must be furnished by and at the expense of the shipper.

RULE 6 COMPUTATION OF TIME AND TRAVEL TIME

A. Rates named herein shall be computed from the time the carrier's van arrives at shipper's point of origin and end when the shipment has been delivered at the shipper's point of destination. This time shall be referred to as "Job Time". Time spent traveling between the points of origin and destination shall be considered part of "Job Time". In addition to "Job Time", the time shown below shall be added to the b/l in order to compensate the carrier for time spent traveling from the mover's warehouse/terminal to the shipper's point of origin and/or from the shipper's point of destination back to mover's warehouse or terminal. This time shall be referred to as "Travel Time". The time specified below as "Travel Time" shall be charged once and shall represent the total "Travel Time" covering both the trip out from the warehouse or terminal and the return trip to the warehouse or terminal. For the purposes of computing total "Travel Time", the carrier shall use either the distance between carrier's warehouse/terminal and shipper's point of origin or the distance between shipper's point of destination and carrier's warehouse/terminal, whichever is greater (see Note 2).

<u>Miles</u>	<u>Travel Time</u>	
5 miles and under	1/2	Hour
Over 5 miles up to 10 miles	1	Hour
Over 10 miles up to 25 miles	1 1/2	Hours
Over 25 miles up to 50 miles	2	Hours
Over 50 miles up to 75 miles	2 1/2	Hours
Over 75 miles up to 100 miles	3	Hours
Over 100 miles	4	Hours

B. Charges shall be computed by multiplying the hourly rate by the job and travel time involved. Fractions of an hour will be disposed of as follows:

Where the time involved is fifteen minutes or less, the charge shall be for one-quarter of an hour. When in excess of fifteen minutes but not more than thirty minutes, the charge shall be for one-half hour. When in excess of thirty minute but not more than forty-five minutes, the charge shall be for three-quarters of an hour. When in excess of forty-five minutes, the charge shall be for one hour.

Note 1- For mileage determination, see RULE 19.

Note 2- In the case where a shipment is destined to mover's warehouse for storage-in-transit or permanent storage, "Travel Time" shall always be based on the distance between carrier's warehouse/terminal and shipper's point of origin.

Note 3- If more than one vehicle is required or if the removal requires more than one day, "Travel Time" shall apply separately for all men and each vehicle for each day.

Note 4- "Travel Time" only applies on shipments transported under hourly rates (Section 2 of this Tariff), if added.

RULE 7 INSPECTION OF ARTICLES

When the carrier or his agent deems it necessary to inspect the contents of a package, the carrier shall make or cause such inspection to be made, or require other sufficient evidence to determine the actual character of the property.

RULE 8 ARTICLES LIABLE TO CAUSE DAMAGE

The carrier will not accept for shipment property liable to impregnate or otherwise damage equipment or other property. The carrier will not accept for shipment any article that cannot be taken from the premises without damage to the article and/or the premises.

RULE 9 PERISHABLE ARTICLES OR ARTICLES OF EXTRAORDINARY VALUE NOT ACCEPTED

Unless otherwise provided, the following property will not be accepted for shipment: Bank bills, coin or currency, deeds, notes, drafts or valuable papers of any kind, jewelry, postage stamps, stamp collections, revenue stamps, letters or packets of letters, precious stones, or articles manufactured therefrom or perishable articles. Should such articles come into the possession of the carrier without his knowledge, responsibility for safe delivery will not be assumed.

RULE 10 DEFINITION OF A SHIPMENT

The term "shipment" as referred to in this Tariff, means property received from one shipper, at one point and at one time, for delivery to one consignee at one designation, and covered by one bill of lading. The bill of lading may, however, also specify the name of a person (other than consignee) to be notified upon arrival of shipment at destination. Property of two or more families or establishments, located at different addresses, will not be accepted for transportation as a single shipment, but shall be handled from each address as a separate shipment.

RULE 11 CLAIMS

Any claim for loss, damage or overcharge shall be in writing and shall be accompanied by original paid bill for transportation and original bill, if not previously surrendered to carrier. Carrier may require that a certified, sworn statement of claim be made under penalty of perjury.

- A. Shipper shall have nine (9) months from the date of the move to file a claim for loss or damage. In accordance with the Surface Transportation Board's June 7, 1996 declaratory order (STB No. 41689), the shipper must notify the carrier of a billing dispute within 180 days of receipt of the bill.
- B. Carrier should be immediately notified of all claims for concealed damage and shall be given reasonable opportunity to inspect for alleged concealed damage in original package.
- C. The carrier's liability shall not exceed the cost of repairing or replacing the property lost or damaged, with materials of like kind and quality, not exceeding the actual cash value of the property at time and place of loss, with due allowance for depreciation or deterioration howsoever caused, but in no event to exceed the released value declared by the shipper in accordance with RULES 3 & 4 of this Tariff.
- D. The carrier's liability with regard to sets or matched pieces shall be limited to repair or replacement of the lost or damaged piece or pieces only, and shall not extend to repair, replacement or recovering of the entire set, but in no event to exceed the released value declared by the shipper in accordance with RULES 3 & 4 of this Tariff.
- E. The carrier's liability for goods shall cease when the shipment has been delivered to and receipted for by the shipper or consignee or authorized agent of either, except as to damage noted at the time of delivery. When the carrier is directed to unload or deliver property at a place or places at which the consignee or its agent is not present, the property shall be at the risk of owner after unloading or delivery.
- F. The carrier shall participate in an alternative dispute resolution program in accordance with 49 USC 14708.
- G. In accordance with 49 USC Section 14706, the shipper shall have two (2) years from the date the carrier gives the shipper written notice that the carrier has disallowed any part of the claim specified in the notice to bring a civil action against the carrier.