

Page 1 – Section 1	Oregon Moving & Storage Association	Section 1 – Page 1
Issued: December 31, 2007	3 rd Rev. Page	EFFECTIVE: January 1, 2008

SECTION 1

(♦ All rates and charges are increased, unless otherwise specified.)

RULES and OTHER PROVISIONS WHICH GOVERN the TARIFF



Rates and charges in this Section cover services as shown, and are in addition to all other rates and charges named in this Tariff.

♦ ODOT Docket 17446

For explanation of abbreviations and reference marks not explained on this page, see page A-6

**ISSUED BY:
Christine Logue, Publishing Officer
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Issued: May 17, 2016	Revision 6	Correction No. 962	EFFECTIVE: May 17, 2016
RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF			ITEM
GOVERNING PUBLICATIONS			100
<p>Except as otherwise provided, this Tariff is governed by the following publications, supplements thereto and subsequent re-issues thereof.</p> <p>NOTE 1: If there is a conflict between this Tariff and any Bill of Lading or other shipping document prepared in connection with a shipment, this Tariff will control and govern the movement of goods.</p> <p>① The calculation of distance using Google Maps, for determination of mileage applicable to moves subject to charges under Items 2100 and 2530, will be based on the actual shipper origination address-to-destination address. All mileage based rates are based on one-way, not round-trip miles.</p>			
PUBLICATION	ODOT DESIGNATION	NOMENCLATURE	ISSUING AGENT
① www.googlemaps.com	---	Mileage Guide	① www.googlemaps.com
OAR ▲ Chapter 740	OR Administrative Rules	Motor Carrier Rules & Regulations	ODOT – OR Dept. of Transportation
ORS Chapter 823, Carrier Regulation Generally	OR Revised Statute	Oregon Laws	State of Oregon
ORS Chapter 825, Motor Carriers	OR Revised Statute	Oregon Laws	State of Oregon

▲ODOT Docket 17352

<p>For explanation of abbreviations and reference marks not explained on this page, see page A-6</p> <p>ISSUED BY: Christine Logue, Publishing Officer Oregon Moving & Storage Association 4005 SE Naef Rd. Portland, OR 97267</p>
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Issued: September 9, 2014	Revision 11	Correction No. 803	EFFECTIVE: October 1, 2014												
RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF			ITEM												
DEFINITIONS of TERMS			110												
ALPHA-NUMERIC CODE DESIGNATIONS															
See Item 10 of Section P for Alpha-Numeric Code designations for Oregon incorporated cities. See Item 20 of Section P for Alpha Code designations for participating carriers.															
CARRIER															
The authorized intrastate for-hire motor carrier of household goods.															
COMMERCIAL ZONES															
See Page 1 of Section P for definitions of Oregon Commercial Zones.															
CONSIGNEE															
The receiver of the household goods or the receiver’s representative.															
HOLIDAYS – LEGAL HOLIDAYS															
The terms "Holidays" and "Legal Holidays" shall be understood as meaning the following days.															
<table style="width:100%; border: none;"> <tr> <td style="width:50%;">New Year’s Day, (January 1st)</td> <td style="width:50%;">Labor Day, (1st Monday in September)</td> </tr> <tr> <td>Martin Luther King Day, (3rd Monday in January)</td> <td>Veterans Day, (November 11th)</td> </tr> <tr> <td>President’s Day, (3rd Monday in February)</td> <td>Thanksgiving Day, (4th Thursday in November)</td> </tr> <tr> <td>Easter Sunday, (March 22 <-> April 25)</td> <td></td> </tr> <tr> <td>Memorial Day, (The Last Monday in May)</td> <td>Christmas Eve, (December 24th)</td> </tr> <tr> <td>Independence Day, (July 4th)</td> <td>Christmas Day, (December 25th)</td> </tr> </table>				New Year’s Day, (January 1st)	Labor Day, (1st Monday in September)	Martin Luther King Day, (3rd Monday in January)	Veterans Day, (November 11th)	President’s Day, (3rd Monday in February)	Thanksgiving Day, (4th Thursday in November)	Easter Sunday, (March 22 <-> April 25)		Memorial Day, (The Last Monday in May)	Christmas Eve, (December 24th)	Independence Day, (July 4th)	Christmas Day, (December 25th)
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MAN, MEN															
The terms "man" and "men" shall mean movers of either sex.															
PLACE															
The term "Place" means a particular street address or other designation of a factory, storage site, place of business or residence, construction camp or the like, at a point.															
POINT															
The term "Point" means a particular city, town or village which is treated as a unit for the application of rates.															
SHIPMENT															
The term "Shipment" means one lot of Household Goods received from one shipper, at one point, at one time, for one consignee, at one destination and covered by one Bill of Lading. Two or more shipments shall NOT be combined as one shipment, but rather must be carried as separate shipments at not less than the established minimum charge for each shipment.															
SHIPPER															
Owner of the household goods or the owner’s representative.															
WEIGHT BREAK															
The following formula defines a Weight Break which can be used to determine the legal rate: (The higher Minimum Weight X its own applicable Rate) ÷ (The Rate applicable at the lower Minimum Weight).															
<p>1: If the actual shipment weight is Less than ♦ or Equal to the Weight Break, then the legal charge = the Actual Weight X the Rate applicable at the lower Minimum Weight.</p> <p>2: If the actual shipment weight is More than the Weight Break, then the legal charge = the ♦ rate at the higher Minimum Weight, (Subject to Note 1).</p>															
NOTE 1: The rate generating the Lowest revenue is the Legal Rate .															
♦ ODOT Docket 17446															

For explanation of abbreviations and reference marks not explained on this page, see page A-6

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Issued: June 2, 2015	Revision 10	Correction No. 902	EFFECTIVE: June 2, 2015
RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF			ITEM
<p>APPLICATION of TARIFF The application of this Tariff is restricted to apply only to the extent of carrier's authorized operations both as to territory and commodities as provided in Section P of this Tariff.</p>			145
<p>APPLICATION of TARIFF – COMMODITY DESCRIPTION Rates named in this Tariff apply on "Household Goods", defined by the Oregon Department of Transportation as: ▲The personal effects or other property used or to be used in a dwelling but does not include property transported from a store or factory or property exclusively for office use</p>			150
<p>APPLICATION of RATES – GENERAL Except as otherwise specifically provided, rates published in this Tariff are named and payable in United States currency.</p>			160
<p>ACCESSORIAL SERVICES Except as otherwise provided herein, rates or charges covering accessorial services rendered by the carrier are in addition to the transportation rates named in this Tariff.</p>			180
<p>APPLICATION of RATES – TIME Hourly rates are applied in two ways, depending on the item:</p> <p>1: Time will start upon the arrival of the vehicle at the point of origin and will cease at the time of completion of the service at the point of destination. Time is computed to the nearest quarter (¼) hour.</p> <p>or</p> <p>2: Rates cover the actual time consumed. Time starts with the departure of the vehicle from the carrier's terminal and will cease when the vehicle returns to the carrier's terminal. Time is computed to the nearest quarter (¼) hour.</p> <p>See each Item for the applicable Minimum Hours</p>			190
<p>▲ODOT Docket 17310</p>			

<p>For explanation of abbreviations and reference marks not explained on this page, see page A-6</p> <p>ISSUED BY: Christine Logue, Publishing Officer Oregon Moving & Storage Association 4005 SE Naef Rd. Portland, OR 97267</p>
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Issued: Sept 9, 2014	Revision 1	Correction No. 805	EFFECTIVE: October 1, 2014
RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF			ITEM
<p style="text-align: center;">ADVANCING CHARGES on SHIPMENTS (To Connecting Motor Carriers, Warehouses, Storage Houses, Railroads or Steamship Carriers)</p> <p>A: The carrier will advance ONLY charges directly attributable to the transportation of a shipment, and/or the cost of any part of the goods transported, against said shipment.</p> <p>B: The carrier shall NOT advance charges against shipments which, in the estimation of the carrier, are of less value at forced sale than the freight charges, (including advances).</p> <p>C: The carrier shall NOT advance charges against shipments of the character on which prepayment or guarantee of freight charges is required, unless the parties to whom charges are advanced furnish satisfactory guarantee covering refund thereof in the event collection cannot be made at destination.</p> <p>D: The carrier shall advance warehouse or storage charges of ONLY line haul carriers.</p> <p>E: All charges advanced will be assessed and collected in the same manner that freight charges are collected by law.</p>			300
<p style="text-align: center;">ARRIVAL NOTICE and UNDELIVERED ▲ITEMS</p> <p>A: In all instances where:</p> <p>1: The carrier is unable to locate the consignee at the address given by the shipper, or the correct address (if known by the carrier); or</p> <p>2: The consignee is unable to or declines to accept delivery of the shipment; or</p> <p>3: The shipment remains in the possession of the carrier pursuant to instructions of the shipper or consignee and is not stored in transit under the provisions of Item 910.</p> <p>Notice of failure to make delivery shall be mailed at once to the consignee, consignor or owner and the property shall be placed in the nearest public warehouse. Upon such placement the liability of the carrier as a common carrier shall immediately cease and thereafter shall be ONLY that of a warehouseman.</p> <p>B: In cases where a "subsequent delivery" is called for and made, charges will be assessed for such "subsequent delivery" on the basis of charges lawfully applicable from the carrier's terminal or from the public warehouse (as the case may be) to the place of delivery.</p>			345
<p style="text-align: center;">ARTICLES NOT ACCEPTED</p> <p>Unless otherwise provided, the following property will NOT be accepted for shipment:</p> <p>1: Bank Bills, coins or currency, deeds, notes, drafts or valuable papers of any kind, jewelry, postage stamps, letters or packets of letters, precious stones, or articles of peculiarly inherent or extraordinary value; precious metals or articles manufactured therefrom. Should such articles come into the possession of the carrier without its knowledge, responsibility for safe delivery will NOT be assumed.</p> <p>2: Explosives, dangerous goods or property liable to impregnate or otherwise damage equipment or other property will NOT be accepted for shipment.</p> <p>3: Household pets will NOT be accepted for shipment.</p>			348

For explanation of abbreviations and reference marks not explained on this page, see page A-6

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RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF			ITEM
<p style="text-align: center;">CANCELING ORIGINAL and REVISED PAGES</p> <p>When this Tariff is amended by revised pages, the cancellation of prior pages will be affected by means of this rule. A revised page will not show a cancellation notice (See Note 1 and Exception 1).</p> <p>Except where a specific cancellation is shown on a new revised page, a revised page cancels any and all uncanceled revised or original pages, or uncanceled portions thereof, which bear the same page number.</p> <p>Examples: "1st Revised Page 1" cancels "Original Page 1"; "4th Revised Page 2" cancels "3rd Revised Page 2"; "Revision 9" cancels "8th Revised Page".</p> <p>Exception: This tariff's Index will be updated as a single unit. No distinction will be made between different pages of the Index. The revision number of any page of the Index will indicate the revision number of the entire Index.</p>			382
<p style="text-align: center;">CLAIMS</p> <p>A: Any claim for loss, damage, injury, delay, or overcharge shall be in writing and shall be accompanied by the original paid bill for transportation and the original Bill of Lading or the shipping receipt, if not previously surrendered to the carrier. The carrier may require a certified or sworn statement of claim.</p> <p>B: As a condition precedent to recovery, such claims or delay, must be filed with carrier within three (3) months after delivery to consignee as shown on face of Bill of Lading, or in case of failure to make delivery, then within three (3) months after a reasonable time for delivery has elapsed; and suit must be instituted against carrier within two (2) years and one (1) day from the date when notice in writing is given by carrier to the claimant that carrier has disallowed the claim or any part or parts thereof specified in the notice. Where a claim is not filed or suit is not instituted thereon in accordance with the forgoing provisions, carrier shall not be liable and such a claim will not be paid.</p> <p>C. Maximum carrier liability is limited by this Tariff and the carrier's Bill of Lading Terms and Conditions.</p> <p>D. Carrier shall not be bound to transport by any particular schedule, means, vehicle or otherwise than with reasonable dispatch. Nor is carrier liable for defect or inherent vice of article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity changes.</p> <p>E: The carrier shall be immediately notified of all claims for visible or concealed damage and shall be given reasonable opportunity to inspect alleged concealed damage in the original package(s). Notation of damage on the carrier's copy of the delivery receipt will constitute such notice.</p>			407

For explanation of abbreviations and reference marks not explained on this page, see page A-6

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Issued: Aug. 13, 2015	Revision 6	Correction No. 921	EFFECTIVE: Aug 13, 2015
RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF			ITEM
<p><u>COLLECTION of CHARGES – CHARGES INVOLVING COLLECTION PROCEEDINGS</u></p> <p>In the event the carrier is required to incur costs to collect past due charges, the carrier shall be entitled to recover its attorney fees and collection agency costs in addition to the charges owing and regardless of whether legal proceedings are instituted. If legal proceedings are instituted to collect past due charges, the carrier is entitled to court costs, its attorney fees and other collection costs deemed reasonable at arbitration, trial or appellate court.</p> <p>This Item shall be applied ONLY to the non-payment of original, separate, or independent freight bills and shall NOT apply to aggregate "Balance-Due" claims sought for collection on past shipments by a Bankruptcy Trustee, or any other person or agent.</p>			435
<p style="text-align: center;"><u>DETERMINATION of DISTANCES</u></p> <p>A: Where rates are based on mileage, the distance or mileage shall be that shown in the Mileage Guide(s) named in Item 100, and shall be subject to the rules provided therein.</p> <p>B: If shipper requests a longer route than the shortest most practical route shown in the above mentioned Mileage Guide, the mileage over the longer route as shown therein will apply.</p>			510
<p style="text-align: center;"><u>COLON, EXPLANATION and USE of</u></p> <p>A COLON (:) is used in place of the term "Namely". The Colon has the same effect as if such phrases were used.</p>			537
<p style="text-align: center;"><u>DISPOSITION of FRACTIONS</u></p> <p>1: When calculating mileages and weights, a fraction of a mile or pound will be increased to the next whole unit.</p> <p>2: When the charges yield a fraction or portion of a cent, Fractions of less than one-half (½) cent will be dropped. Fractions of one-half (½) cent or greater will be increased to the next whole cent.</p>			565

For explanation of abbreviations and reference marks not explained on this page, see page A-6

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Issued: Aug. 16, 2016	Revision 6	Correction No. 973	EFFECTIVE: Aug 17, 2016
RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF			ITEM
IMPRACTICABLE OPERATIONS			
<p>A: Pickup or delivery service will NOT be performed by the carrier at any site from or to which it is impracticable to operate vehicles because of:</p> <ol style="list-style-type: none"> 1: The conditions of roads, streets, driveways, alleys or approaches thereto; or 2: Inadequate loading or unloading facilities; or 3: Riots, Acts of God, the Public Enemy, the Authority of Law, the Existence of Violence or such possible disturbances as might tend to create reasonable apprehension of danger to persons or property. <p>B: If pickup by the carrier is physically impossible by reason of the structure of a building or its inaccessibility:</p> <ol style="list-style-type: none"> 1: The shipper must arrange to have the goods put in a place accessible to the vehicle upon which the shipment is to be loaded for movement to the destination; or 2: <u>Only on a move based on weight/mile rates</u>, at the shipper's request, will the carrier perform a "Pickup Shuttle" or Delivery Shuttle". See Item 2800 "SHUTTLE SERVICE" for rates. <p>C: If delivery by the carrier is physically impossible by reason of the structure of a building or its inaccessibility:</p> <ol style="list-style-type: none"> 1: At the shipper's or consignee's option, the carrier will place the shipment or any part thereof not reasonably possible to deliver, in storage to the order and at the expense of the shipper, owner, or consignee. Whereupon, the carrier's liability shall forthwith CEASE and all charges then accrued shall be due and payable forthwith; or 2: At the shipper's request, the carrier shall complete delivery by unloading the vehicle upon which the shipment is loaded at the nearest accessible place to the delivery address; or 3: <u>Only on a move based on weight/mile rates</u>, at the shipper's request, will the carrier perform a "Pickup Shuttle" or Delivery Shuttle". See Item 2800 "SHUTTLE SERVICE" for rates. 			570
INSURANCE			
The cost of any insurance in the name of or for the benefit of the shipper will NOT be assumed by the carrier.			577
INSPECTION of PACKAGES			
When the carrier or its agent believes it necessary that the contents of packages be inspected, it shall make or cause such inspection to be made, or require other sufficient evidence to determine the actual character of the property.			680
MARKING and PACKING			
<p>A: Articles of fragile or breakable nature must be properly packed.</p> <p>B: Packages containing fragile articles or articles consisting wholly or in part of glass, when packed by the shipper or his agent, must be marked by plain and distinct letters designating the fragile character of contents.</p> <p>C: When articles of furniture, consisting wholly or in part of glass are covered or wrapped by the shipper or his agent, such articles shall be wrapped in a manner to clearly expose glass surfaces or glass portions.</p> <p>D: When shipments are improperly, insecurely or unsafely packed, crated or boxed and therefore liable to be destroyed or damaged, in the carrier's opinion, the carrier will arrange to have such shipments properly packed. ▲Regarding labor for such packing, the rates and charges of Item 2050 shall apply to mileage rated shipments; the rates and charges of Section 3 shall apply to hourly rated shipments."</p>			681
▲Docket 17372			

For explanation of abbreviations and reference marks not explained on this page, see page A-6

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Issued: Sept 9, 2014	Revision 7	Correction No. 809	EFFECTIVE: Oct 1, 2014
RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF			ITEM
<u>PAYMENT of CHARGES</u>			
<p>The carrier will NOT deliver or relinquish possession of any property transported by it until all tariff rates and advanced charges thereon have been paid in cash, money order, or certified check, except where other arrangements have been made. Nothing herein shall limit the right of the carrier to require at time of or before shipment the pre-payment in part or in full or guarantee of the charges.</p> <p>When the carrier has provided an estimate of charges applicable to a shipment and credit arrangements have not been previously established, and where actual charges exceed the estimate by more than 10 percent, the carrier will, upon request of the shipper, extend credit for such excess amount over 10 percent above the estimate, provided the shipper promises to pay the balance of the charges within 15 days after delivery, excluding Saturdays, Sundays and Holidays.</p>			720
<u>PERISHABLE FOOD</u>			
<p>A: The carrier will NOT accept for shipment frozen foods or other articles requiring refrigeration except as provided in Paragraph B of this Item.</p> <p>B: Frozen food may be accepted for transportation provided:</p> <ol style="list-style-type: none"> 1: The food is contained in a freezer which at time of loading is operating at normal deep freeze temperature. 2: The shipment is to be transported NOT more than 150 miles, and/or Delivery is accomplished within twenty-four (24) hours from the time of loading. 3: No storage of the shipment is required. 4: No preliminary or en-route servicing by use of dry ice, electricity, or other preservation methods is required by the carrier. <p>C: When perishable articles are included in a shipment with or without knowledge of the carrier, responsibility for condition of ▲food will NOT be assumed by the carrier.</p>			735
<u>PICKUP and DELIVERY SERVICE</u>			
<p>Except as otherwise provided, mileage rates named herein include pickup and delivery service.</p> <p>See Item ▲2756 for Overtime Loading and Unloading.</p>			750
<u>PICKUP or DELIVERY in ABSENCE of SHIPPER or CONSIGNEE</u>			
<p>A: When the carrier is directed to take property from a place or places at which the shipper or its agent is not present, the property shall be at the risk of the owner before loading.</p> <p>B: 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 the owner after unloading or delivery.</p>			751
<u>PICKUP or DELIVERY at WAREHOUSES</u>			
<p>Except as otherwise provided herein, if the shipment is delivered to or picked up at a warehouse, the rates for transportation include ONLY the unloading or loading at the door, platform, or other point convenient or accessible to the vehicle.</p>			760
▲ODOT Docket 17283			

For explanation of abbreviations and reference marks not explained on this page, see page A-6

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Issued: July 1, 2018	Revision 9	Correction No. 1059	EFFECTIVE: Dec 15, 2022
RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF			ITEM
<p>LIMITATION of LIABILITY on READY to ASSEMBLE FURNITURE, (Subject to Notes 1 and 2) <u>(This Item shall take precedence over all other Items in this Tariff)</u></p> <p>Definition: Ready to Assemble Furniture shall be defined as meaning articles which are shipped from place of manufacture in a knocked down "KD" or knocked down flat "KDF" condition to be assembled post-factory by a store, reseller or end-user.</p> <p>When the carrier is asked by the shipper to disassemble, move or reassemble Ready to Assemble Furniture, it shall be done at the owner's risk and at a maximum liability on the part of the carrier of ①\$128.65 per article. Furniture containing multiple pieces fastened together shall be one article. Regardless of the shipment valuation selected by the shipper, "Ready to Assemble Furniture" shall be released at 60 cents per pound, subject to the provisions named in this Item.</p> <p>Note 1: Furniture will NOT be subject to this Item provided it has BOTH of the two following features:</p> <p style="margin-left: 20px;">A: All component panels are bordered by solid wood, veneer plywood or metal, AND</p> <p style="margin-left: 20px;">B: All structural fasteners join into solid wood, veneer plywood or metal edges, rather than into other materials or into other fasteners or fastener components.</p> <p>Note 2: Furniture that is fully disassembled at origin and reassembled at destination, (② including removal and bagging of all hardware, fasteners, pins, studs, handles, hinges, cams, dowels and wafers) will not be subject to liability limitations of this Item provided.</p> <p style="margin-left: 20px;">A: Disassembly, boxing of fasteners and reassembly is done by the owner of the goods, OR</p> <p style="margin-left: 20px;">B: At the request of the shipper, and subject to availability of service, the carrier has arranged for third party disassembly and reassembly at actual cost plus \$36.65 per shipment. The carrier will attach a copy of the invoice for these services to the freight bill.</p> <p>① Exception: On articles purchased for over \$300.00, if the owner of the furniture can present proof of purchase, the maximum liability on the part of the carrier shall be 60 cents per pound up to a maximum of 25% of the purchase value of the furniture.</p> <p>② The carrier will transport a sealed box of fasteners, but the carrier will not be responsible for lost, missing or damaged fasteners or hardware when disassembly and reassembly is done by the owner of the goods.</p>			<p>847</p> <p>◆</p>
◆ ODOT Docket 17544			

For explanation of abbreviations and reference marks not explained on this page, see page A-6

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Issued: June 1, 2015	Revision 5	Correction No. 903	EFFECTIVE: June 2, 2015
RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF			ITEM
<u>DECLARATION of VALUE – LIABILITY LIMITATION</u>			
<p>Shipments moving under the rates named in this Tariff are subject to the release valuation provisions shown below:</p> <p>A: As used in this Tariff, the phrases "released value", "declared value" and "value declared by the shipper" shall have the same meaning.</p> <p>B: The carrier shall require the shipper to state specifically in writing on the Bill of Lading the declared value of the shipment in cents per pound, or a lump sum value for the entire shipment, prior to the commencement of service.</p> <p>C: The shipper shall have the following options for the declaration of value and the carrier's maximum liability shall be limited in accordance with the declared value:</p> <p>1: Released Value Protection: Sixty (60) cents per pound for the actual weight of any lost or damaged article. The released value must be entered on the Bill of Lading in the following form and must be completed by the person signing the Bill of Lading.</p> <p style="margin-left: 40px;">The shipment will move subject to the rules and conditions of the carrier's Tariff. Shipper hereby releases the entire shipment to a value not exceeding:</p> <p style="margin-left: 100px;">_____</p> <p style="margin-left: 100px;">(to be completed by the person signing below)</p> <p>NOTICE: The shipper signing this contract must insert in the space above, in his/her own handwriting, either his/her declaration of the actual value of the shipment, or the words; "60 cents per pound per article", otherwise, the shipment will be deemed released to a maximum value equal to ♦\$6.00 times the weight of the shipment in pounds.</p> <p style="margin-left: 100px;">_____</p> <p style="margin-left: 100px;">(Shipper)</p> <p style="margin-left: 100px;">_____</p> <p style="margin-left: 100px;">(Date)</p> <p>2: Replacement Cost Protection: \$6.00 times the actual weight (in pounds) of the shipment or declared lump sum value, whichever is higher. When the shipper elects the Replacement Cost Protection option the following valuation charge shall apply:</p> <p>For each \$100.00, or fraction thereof, of declared value at \$6.00 times the weight of the shipment in pounds or declared lump sum value, whichever is higher, the valuation charge shall be \$.85 per each \$100.00 of value.</p> <p>a: When Replacement Cost Protection is ordered in writing by the shipper, the carrier will provide ▲either replacement of articles lost or damaged while in the carrier's custody, reimbursement for full replacement cost, or satisfactory repairs.</p> <p>b: When Replacement Cost Protection is ordered, this Item applies in addition to other Items in this Tariff. Where provisions of this Item conflict with other Items in this Tariff, provisions of this Item will apply.</p> <p>c: Replacement is defined as providing as good as, or equal to in economic value to the lost or damaged Item(s).</p> <p>EXAMPLES:</p> <p>Released Value Protection As an example, if a 200 lb dresser is damaged, the shipper will be compensated at \$.60/lb, or 200 x .60 = \$120.00 Cost of protection for shipper: None.</p> <p>Replacement Cost Protection Goods are valued at a) \$6.00/lb or b) a lumpsum amount declared by shipper, whichever is higher. <u>If shipper does not declare a lumpsum value</u>, then a 5000 lb shipment would be valued at \$6.00 x 5000 lbs or \$30,000. Regarding same damaged dresser, carrier either replaces item, pays for the repairs, or pays shipper for the item's current market value.</p> <p><u>If shipper declares a value</u> of \$40,000, shippers cost is \$.85/\$100 of value x \$40,000 = \$340.00 Shipper compensation is same as in above example.</p>			<p>848</p> <p>①</p>
(Continued on next page)			
▲ ODOT Docket 17310			

<p>For explanation of abbreviations and reference marks not explained on this page, see page A-6</p> <p>ISSUED BY: Christine Logue, Publishing Officer Oregon Moving & Storage Association 4005 SE Naef Rd. Portland, OR 97267</p>
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① -This item is not subject to General Rate Increases.			
Issued: June 1, 2015	Revision 5	Correction No.889	EFFECTIVE: June 2, 2015
RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF			ITEM
<u>DECLARATION of VALUE – LIABILITY LIMITATION (Concluded)</u>			848
<p>D: If a shipper refuses to agree to a declared valuation in writing, the shipment may be refused.</p> <p>E: If shipper fails to state a declared value in writing, as required in Subsection B of this item, and the shipment is accepted by the carrier, the shipment will be deemed released to an amount equal to \$6.00 times the actual weight of the shipment (in pounds), and the carrier will provide Replacement Cost Protection at the shipper's expense. For shipments moving under the rates named in Section 3, the released value of the shipment will be estimated calculating the weight of the shipment as 7 lbs per cubic foot of space utilized and then applying \$6.00 times the estimated weight of the shipment. The valuation charge named in Subsection C-2 "Replacement Cost Protection" shall apply.</p> <p>F: The declared value and the carrier's maximum liability (whether or not loss or damage occurred from carrier negligence), as determined under this rule, shall apply to any claim resulting from the performance or failure to perform by the carrier of any service, including accessorial services, which the carrier has contracted to perform. Declared lump sum value means the value of the maximum liability of the carrier for the total body of goods transported.</p> <p>G: On shipments which also involve storage-in-transit, the following valuation charge shall apply in addition to the charges named above: ▲Storage is charged per 30 day period, whether the actual storage period is one (1) or up to thirty (30) days. For each storage period, the carrier shall assess additional valuation rate of 10% of the applicable storage rate provided for in Item 910 Paragraph D subparagraph 1.</p> <p>H: Subject to the declared valuation, the carrier may elect to replace lost or damaged articles, to reimburse the shipper for the loss, or to make satisfactory repairs. If the carrier replaces or reimburses the shipper, the damaged articles become the property of the carrier.</p> <p>I: In the event of loss or damage to a matched pair or set of items, the carrier's maximum liability will be limited to compensation for (as defined in Subsection C) the damaged or lost individual item only.</p>			①
① - This item is not subject to General Rate Increases			
▲ODOT Docket 17303			

For explanation of abbreviations and reference marks not explained on this page, see page A-6

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RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF			ITEM
PARKING PERMITS			
<p>When the carrier is required to either obtain permit(s), place barricades, place parking meters hoods, and/or request parking permit placement verification to perform pickup and/or delivery because of the size, weight or nature of a shipment or due to local restrictions, a charge of \$50.80 per hour, subject to a minimum charge of one (1) hour for vehicle and driver will be made for such service, plus the cost of the permit(s), if any. A copy of the paid receipt will be retained in the shipper's file as proof of such permit charges. Time shall be computed to the nearest ¼ hour.</p> <p>Time will start with the departure of the vehicle from the carrier's terminal and will cease upon the arrival of the vehicle at the carrier's terminal.</p>			<p>890 ◆</p>
SERVICING SPECIAL ARTICLES and THIRD PARTY SERVICES			
<p>A: The services covered by this Tariff do not include the handling, loading or unloading of any single article weighing 1,000 Pounds or more. Such handling, loading or unloading in every instance must be provided by the shipper. On request of the shipper and/or consignee, the carrier will make arrangements for and at the expense of the shipper.</p> <p>B: Unless otherwise provided herein, if upright pianos, household appliances or similar articles must be taken apart to accomplish pickup, delivery or safe transportation, or must be serviced before or after shipment, the shipper and/or consignee shall arrange to have the work performed. (See the Table below and Paragraph E.)</p> <p>C: Refer to Item 2566, 2568 and 2569 for Carry Charges for such articles.</p> <p>D: Refer to Item 2560 – Extra Labor for rates for services not otherwise provided in this Tariff.</p>			<p>891 ◆</p>
SERVICE		CHARGE per article	
CARRIER SERVICING of APPLIANCES or ARTICLES at ORIGIN:			
First Article		\$49.80	
Each Additional Article		\$33.05	
CARRIER SERVICING of APPLIANCES or ARTICLES at DESTINATION:			
First Article		\$33.05	
Each Additional Article		\$20.95	
<p>E: At the request of the shipper and/or consignee, the carrier will arrange for third party services at the cost for such service plus \$36.65 of the third-party invoice, per shipment. The carrier will attach copies of the receipts for such services to its billing or will otherwise itemize the services performed. The carrier will NOT assume any liability for such work arranged for on the shipper's or consignee's behalf. Any claim for loss or damage directly resulting from such third party services performed must be directed to and ONLY to the party performing such service.</p> <p>Note 1: See Items 2050 and 2990 for third party crating charges in lieu of this Item. Note 2: See Item 847 for third party assembly or disassembly of Ready to Assemble furniture in lieu of this Item.</p>			
◆ODOT Docket 17544			

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RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF			ITEM
<u>STORAGE in TRANSIT</u>			
<p>Shipments may be held in transit at the carrier's warehouse on order of the shipper or consignee for a period of 360 days, subject to the following:</p> <p>A: When both the point of pickup and the warehouse, or both the point of delivery and the warehouse are located within fifty (50) air miles of the corporate limits of the same city:</p> <p style="padding-left: 40px;">A charge for pickup or delivery shall be made by applying the hourly rates in Section 3. Packing at the time of the movement will be charged for based on time at the local hourly rates in Section 3. Packing at a time other than the time of the movement (such as the day before the movement) will be charged for based on time at the local hourly rates in Section 3 with no charge for the van.</p> <p>B: When the point of pickup or delivery and the warehouse are NOT both located within (50) air miles of the corporate limits of the same city:</p> <p style="padding-left: 40px;">A charge for pickup or delivery shall be made of the applicable mileage rate shown in Section 2. Packing and unpacking charges in Item 2050 ONLY shall apply in this case.</p> <p>C: Line-haul transportation of the shipment shall be charged for at the applicable mileage rate provided in Section 2.</p> <p>D: Charges in connection with shipments stored in transit, based on the weight at which the line-haul transportation rate is assessed, are as follows: Time begins when the shipment arrives at the warehouse and ends when the shipment leaves the warehouse. Warehouse Handling does NOT include unloading and loading. Warehouse Handling is work that is conducted at the warehouse after unloading or before loading. Also see Item 760.</p> <p style="padding-left: 40px;">1: Storage at \$4.75 per Cwt. for each 30-day period or fraction thereof, Minimum shall be the charge for 500 lbs.</p> <p style="padding-left: 40px;">2: Warehouse Handling at \$5.85 per Cwt., Minimum shall be the charge for 500 lbs, (Applies ONLY Once).</p> <p>Shipments that remain in the warehouse beyond the 360-day period will be placed in permanent storage subject to warehouse rates and charges.</p> <p>NOTE: During all times that goods are held in permanent storage, the liability of the carrier for the goods is limited to that of a bailee for-hire (Warehouseman).</p>			<p>910</p> <p>◆</p>
<u>UNIMPROVED ROADS</u>			
<p>Rates and charges set out in this Tariff are to be applied for the transportation of property over all improved highways within the State of Oregon, subject to weight restrictions and dimension limits prescribed by State authority. The acceptance for transportation of any load offered for movement over any unimproved highway will be subject to additional charges over and above the rates and charges set out in this Tariff, namely:</p> <p>1: For unimproved roads, NOT Mountainous, \$2.70 per loaded truck mile for loaded movements for the actual distance traveled over such unimproved road.</p> <p>2: For unimproved, Steep, Hazardous or Dangerous roads, \$5.85 per loaded truck mile for loaded movement for the actual distance traveled over such unimproved road.</p>			<p>970</p> <p>◆</p>
◆ODOT Docket 17544			

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RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF			ITEM

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- ◆ ODOT Docket 17540
- ◆ ODOT Docket 17541

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