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BEFORE THE
SURFACE TRANSPORTATION BOARD

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November 22, 2024
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Public Record

JOHN VETNE,

Complainant,

V.

HOME AND OFFICE
MOVERS, LLC,.

Defendant.

DOCKET NO. *NOR*-42182

VERIFIED SHIPPER COMPLAINT

for

49 U.S.C. §§ 13701 and 13702 Adjudication on
REASONABLENESS OF AND RELIEF FROM
RATES, RULES, PRACTICES AND CHARGES
FOR HOUSEHOLD GOODS TRANSPORTATION

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TABLE OF CONTENTS

	<u><i>Page</i></u>
<i>THE PARTIES</i>	<i>3</i>
<i>SURFACE TRANSPORTATION BOARD JURISDICTION</i>	<i>4</i>
<i>CHRONOLOGY OF EVENTS LEADING TO THE SHIPPING CONTRACT</i>	<i>6</i>
<i>BILL OF LADING, CARRIER TARIFF And SHIPPER CLAIMS</i>	<i>10</i>
<i>The Home & Office Bill of Lading and Tariff</i>	<i>12</i>
<i>The Basic Line Haul Transportation Rate - \$3.30/cf</i>	<i>13</i>
<i>The Total Volume Charge (\$7,590) and Volume Calculation</i>	<i>14</i>
<i>The Total Fuel Surcharge Based on Line Haul Calculation</i>	<i>16</i>
<i>The Home & Office Binding Estimate Fee (\$4,600)</i>	<i>16</i>
<i>Accessorial, Packing and Bulky items</i>	<i>18</i>
<i>(i) Packing Materials and Shrink Wrap (\$1,750)</i>	<i>19</i>
<i>(ii) The Bulky Item Charge (\$1,000)</i>	<i>20</i>
<i>H & O Bill of Lading and Tariff Discounts</i>	<i>21</i>
<i>Provisions for Carrier Attorney Fees and Litigation Costs in Home & Office Bill of Lading and Tariff</i>	<i>21</i>
<i>The H & O Tariff NDA Provision</i>	<i>22</i>
<i>Home & Office Bill of Lading and Tariff Provisions on Procedures for and Timing of Shippers' Claims.</i>	<i>23</i>
<i>SHIPPER'S NOTIFICATION OF CLAIMS AND CARRIER'S RESPONSE</i>	<i>23</i>
<i>REMEDIES REQUESTED</i>	<i>24</i>

Addenda: Certificate of service, verification declaration and
list of supporting exhibits.

THE PARTIES

1. Complainant, John Vetne, is an individual whose address is 3 Jane Lane, Bristol, Rhode Island 02809.

2. With respect to transactions described herein, complainant is an “individual shipper” as defined in 49 U.S.C. § 13102 (13).

3. Defendant, Home and Office Movers, LLC, (“Home & Office” or “defendant”) is a household goods moving company with carrier license U.S. DOT# 3415437 issued by the Department of Transportation (“DOT”), Federal Motor Carrier Safety Administration (“FCMSA”).

4. With respect to transactions described herein, defendant is a “household goods motor carrier” as defined in 49 U.S.C. § 13102 (12).

5. Home and Office’s address is shown as:

(a) 1332 Londontown Blvd., Ste. 108F, Eldersburg, Md. 21784 as identified in FCMSA website licensing documents.

(b) In corporate organization documents filed with the State of Maryland Department of Assessments and Taxation, Home & Office identifies its address as: 1332 Londontown Blvd Suite 108, Sykesville, MD, 21784.

(c) In its published Household Goods Interstate Moving Tariff, Home & Office identifies its address as 9304 Piney Branch Road #T12, Silver Spring, MD 20903.

SURFACE TRANSPORTATION BOARD JURISDICTION

6. Federal regulatory jurisdiction over activities of household goods transportation motor carriers in interstate commerce is vested in part with the Surface Transportation Board, and in part with the DOT FCMSA.¹

7. The Surface Transportation Board is charged with regulatory oversight of household goods carriers' terms of service – including rates, classifications, rules and practices. These terms must be “reasonable.” 49 U.S.C. § 13701(a).

8. Terms of service offered to shippers by household goods carriers must be included in tariffs published by each carrier. 49 U.S.C. § 13702(a)(2).

9. Under STB regulations, household goods carrier tariffs must provide the “*exact rate*, charges and service terms applicable to any given shipment” at the time a contract for shipment is made. 49 C.F.R. § 1310.3 (*italics supplied*). “The carrier may not charge or receive a different compensation for the transportation or service than the [*exact*] rate specified in the tariff.” 49 C.F.R. §1310.2(a); 49 U.S.C. §13702(a)(2).

¹ The FMCSA, DOT, summarized the division of household goods carrier regulatory functions in 77 Fed. Reg. 25371 - 72 (Apr. 30, 2012) <https://www.govinfo.gov/content/pkg/FR-2012-04-30/pdf/2012-9865.pdf>.

“STB is charged with the oversight of household goods motor carriers’ tariffs. Tariffs include the rates and terms under which household goods carriers may provide transportation services.” ****
“The ICC Termination Act of 1995 (Pub. L. 104–88, 109 Stat. 803, Dec. 29, 1995) abolished the Interstate Commerce Commission (ICC), which previously had jurisdiction over the commercial activities of household goods motor carriers. Its functions relating to household goods carriers were split between the STB and the Secretary [DOT.]. The STB was given jurisdiction over most tariff issues, while the Secretary was given jurisdiction over consumer protection matters.”

10. The STB is vested with primary jurisdiction to review the reasonableness of household goods carriers rates and practices. “A complaint that a rate or related rule or practice maintained in a tariff ... violates section 13701(a) may be submitted to the Board for resolution.” 49 U.S.C. §13702(a)(2).

11. With or without reference to a tariff provision, “When the applicability or reasonableness of the rates and related provisions billed by a motor carrier is challenged by the person paying the freight charges, the Board shall determine whether such rates and provisions are reasonable under section 13701 or applicable based on the record before it.” 49 U.S.C. §13710(a)(2).

12. On review, the STB may invalidate any household goods carrier tariff or tariff provision if it does not comply with statutory requirements or STB tariff regulations. 49 U.S. C. §13702(d); 49 C.F.R. §1310.2(d).

13. Where a carrier subject to tariff requirements provides household goods transportation service in the absence of a tariff, or to which a specific tariff provision does not apply, the STB may provide an award, if any, to the shipper or carrier “based upon quantum meruit determination of reasonable compensation” for the service. Decision in *Petition for Declaratory Order—Nancy Hall v. Aloha International Moving Services, Inc., Allied Van Lines Inc., VIP Transport, Inc., and Allied International N.A., Inc.* , STB Docket No. 42048 (STB served Mar. 14, 2001), at pp. 6-7.²

² <https://dcms-external.s3.amazonaws.com/MPD/62491/F84652C154508BDE852569FC006F4F8A/30600.pdf> (STB web access to *Nancy Hall v. Aloha International Moving Services* decision).

14. Upon STB determination that a motor carrier rate, classification, rule, or practice is unreasonable, the Board “shall prescribe the rate, classification, rule, [or] practice... to be applied for such transportation or service,” and “award reparations to the complaining shipper or shippers in an amount equal to all sums assessed and collected that exceed the determined reasonable rate, division, rate structure, or tariff.” 49 U.S.C. §§13701(b) and (d)(4). Available remedies are therefore monetary, regulatory and declaratory.

CHRONOLOGY OF EVENTS LEADING TO THE SHIPPING CONTRACT

15. In mid-2023, the complainant and his wife, retired senior citizens, resided in Bluefield, West Virginia. They decided to sell their home and move closer to family in Rhode Island.

16. In early September 2023, complainant searched online for moving company services, with a moving date target of October 24, 2023, corresponding with planned date for closing on the house sale. Complainant received an email response on September 8, 2023, 11:21 a.m., from Scott Rosenberg of Eagle Moving Group, Inc. (“Eagle”), whose address is 1325 S Congress Ave, Ste 110, Boynton Beach, FL 33426.

17. In a phone call with Mr. Rosenberg, complainant provided an oral but rough and incomplete description of inventory to be moved. Eagle then provided by September 8 email a written “binding” estimate of \$4727.42, and orally assured that a cushion was included to account for a typical 2-person 3-bedroom home.

18. In the September 8 written estimate, Eagle explained that it was offering and providing moving coordinator services as broker/agent for a carrier, and that all estimated and final charges will be based upon the carrier's published tariff. The carrier was not identified in the written estimate.

19. The components of Eagle's September 8, 2023, \$4727.42 estimate included: (1) a cubic foot (cf) "basic estimate price" of \$2752.20 based on 834 cubic feet (5838 lbs) at a rate of \$3.30/cf.; (2) a fuel surcharge of \$275.22 (10% of volume price); (3) "binding estimate fee" of \$3,100; and (4) AAA/First Responder discount of \$1,400. Eagle requested a deposit of \$2,305.00.

20. Complainant paid the requested deposit. Eagle, on September 8 at 11:59 am, then emailed a link to the carrier's bill of lading, which identified Home & Office as the carrier for the shipment and adopted all prices contained in Eagle's estimate. Complainant signed and submitted the Sep. 8 bill of lading.

21. On October 17, 2023, Complainant emailed to Eagle a complete inventory of household items to be moved. Eagle emailed on October 18 a revised binding estimate contract and requested payment of additional deposit of \$1,500, which was made. The revised estimate, totaling \$7,719.35 included charges of: \$4,108.50 basic price (1254 cf at \$3.30/cf), fuel surcharge of \$410.85; and a new "binding estimate fee" of \$4,600. The AAA/First Responder discount of \$1,400 remained unchanged. A copy of the October 18 binding estimate is provided as Ex. A.

22. The estimate further revealed that the carrier would pick up household goods in a 26' straight truck or an 18-wheeler. Ex. A p. 3.

23. On October 19, 2023, Complainant received an email with link from "DocuSign Compliance Department" that did not identify the sender and contained bad grammar. To avoid a hack or scam, Complainant emailed Eagle on October 20 and 23 to inquire. On Monday, Oct 23, 2023, the day before the move, Eagle advised that the DocuSign email came from Home and Office, that it was safe to open and should be signed. The DocuSign link contained the bill of lading from Home and Office, which Complainant signed and submitted electronically, according to instructions. The October 23 Bill of Lading ("B of L") from Home & Office is provided as Ex. B.

24. On moving day, October 24, 2023, the Home & Office moving team arrived early in the morning to shippers' home in a 26' box truck. The moving / packing team was Spanish speaking. The team leader spoke broken English, very difficult to understand. The team leader went through the house for inventory check and came back with revisions to the Oct. 23 B of L for an additional 1055 cubic feet (2290 cu ft total), plus \$ 1,750 new charges for packing materials, plus \$1000 for an unidentified bulky item(s), and retaining the \$4,600 previously assessed BEF (Binding Estimate Fee). The total new charge was \$14,299.00. The team leader also prepared a separate inventory list and a Packing Materials Charges and Order Form.

25. At the packing team leader's request, Complainant signed the B of L as revised and returned the signed copy to the Home & Office team leader on October 24. Complainant did not receive a copy of the revised October 24 B of L from the team leader at that time and has not received a copy from Home & Office or its representatives any time since. However, Complainant took cell phone photos of the first page of the revised B of L / binding estimate. These photos are provided in Ex. C.

26. Copies of the inventory list and Packing Materials form were provided to Complainant by the truck driver on inventory delivery to Bristol, RI, October 26, 2023. A copy of the Packing Materials form is provided as Ex. D.

27. Complainant and spouse protested the significant increase (almost doubled) of moving cost charges as contained in the 10-24-23 revised bill of lading by complaint to the H & O team leader, and by phone calls to and from H & O's representative (Stephanie) on 10-24-23 (at 9:20, 9:29, and 11:25 am). At Complainant's request, Stephanie (at 11:27 am) sent a cell phone text with Eagle's contact number. Complainant called Eagle at 11:32 am about the contested charges but received no answer or return call.

28. Complainant had no choice but to sign the revised B of L and pay remaining moving charges of \$10,494 in cash as demanded by H & O's team leader on October 24, because the house needed to be empty for the buyers.³ The

³ The H & O Tariff (Ex. F) cautions against lowball to highball onsite estimate revisions and explains at pp. 56-58: "When confronted with... [an] onsite new estimate, consumer shippers may have little choice but to agree to the inflated price because they are forced into a position where they cannot reasonably find another moving company at the last minute."

house sale closing was completed at noon, following which Complainant withdrew proceeds of \$5,247 in cash from the bank, and returned to the house to give the cash to H & O's representative, receipt of which was acknowledged on the bottom of the photographed B of L, Ex. C. The remaining cash payment required was made to H & O's delivery driver in Bristol on October 26, 2023.

29. Complainant and spouse took photos of the packed inventory and truck on the day of the move, October 24, 2023, and day of delivery, October 26, 2023. Ex. E contains photographs taken on 10-26-23 described as follows: (1) Fully-loaded truck, Md. License plate # 5ER7791, on arrival at Bristol 10-26-23 with open back door showing unused space within the truck, (2) Partially-unloaded truck showing inventory of H & O's unused packing boxes on truck; (3) 2-piece tool cabinet in shrink wrap applied by H & O; and (4)-(5) a small lampshade and duffle bag loosely packed in large boxes by H & O.

BILL OF LADING, CARRIER TARIFF And SHIPPER CLAIMS

30. Common carrier transportation charges are regulated by the Surface Transportation Board, successor to the Interstate Commerce Commission. ICC Termination Act, Pub.L. No. 104-88, 109 Stat. 803 (1995).

31. Transportation carrier shipping rates may be negotiated, for some carriers and services, or subject to published tariffs (rate and service schedule) for others. 49 U.S.C. Subtitle IV – Interstate Transportation (Secs. 10101 –

[fn. continued] The consumer would have presumably made travel arrangements, or gave notice to vacate their house...in good faith reliance on the accuracy of the original estimate.” As described in the tariff, a last-minute onsite highball revision of shipping charges in a new bill of lading may therefore have features of an unconscionable or adhesion contract.

16106). *See Maislin Industries, US, Inc. v. Primary Steel, Inc.*, 497 US 116, 126-136 (1990) (discussing and distinguishing tariff rates and negotiated rates).

32. Household goods basic line haul transportation rates may be based on weight of goods or volume occupied by the goods in the truck and distance goods are transported. Each method is subject to misuse and abuse. Prior to 1939, household goods moving charges were based on volume which was difficult to verify and could be artificially enhanced by loose packing (“fluffing”).⁴ ICC responded by requiring weight-only shipping charges. 49 C.F.R. §1056.2 (1971 ed.) (“Establishment of rates stated in amounts per hundred pounds and not upon any other basis.”). This resulted in a form of abuse called “weight-bumping” (see reference in note 4, below). Following enactment of the Household Goods Transportation Act of 1980, the ICC amended its rules to allow weight or volume charges for household goods. 49 C.F.R. §1056.4 (1982 ed.), 46 Fed. Reg. 16200, 16219 (Mar. 11, 1981) (Practices of Motor Common carriers of Household Goods; Revision of Operational Regulations).

33. Household goods carriers are required to publish and maintain a “tariff” that functions somewhat like a restaurant menu. Tariffs are required to contain all service terms, rates and conditions for transportation of household goods that may be included in an invoice, bill of lading or estimate at any given time. 49 U.S.C. §§13702(a)(2) and (c); 49 C.F.R. §§375.103 (tariff definition),

⁴ Comptroller General of the United States, *Weight Bumping'--Falsifying Household Moving Weights To Increase Charges--What ICC Needs To Do*, May 1, 1979 (p. 35-36) available at <https://www.gao.gov/assets/ced-79-75.pdf> and <https://searchworks.stanford.edu/view/2557049>. Weight-bumping in household goods transportation is a criminal offense. 49 U.S.C. §14912.

375.215, 375.403, and 1310.2. In short, “All rates and charges for the transportation and related services must be in accordance with [the carrier’s] appropriately published tariff provisions” (49 C.F.R. §375.215), and tariff provisions must be written to allow “determination of the ***exact rate***, charges and service terms applicable to any given shipment.” 49 C.F.R. §1310.3(a)(*italics supplied*). Correspondingly, the carrier must provide an accurate method to determine and verify the “actual weight or volume” of household goods delivered to a shipper and total charges based upon the unit used. 49 C.F.R. §375.521.

The Home & Office Bill of Lading and Tariff

34. Reference herein is made to the Home & Office October 24, 2023, bill of lading, a copy of which was not provided by H & O to Complainant, but the front page of which is in Ex. C photographs. Except for changes on the front page, it is assumed that the remaining pages and provisions of the October 24 B of L are identical to the October 23 bill of lading reproduced in Ex. B.

35. Upon request by Complainant, Home & Office, on August 22, 2024, produced by email attachment a copy of its Tariff. The H & O Tariff is reproduced as Ex. F.⁵ It was apparently prepared by the Law Offices of Michael Garcia, a transportation law firm located in San Diego, California. The tariff

⁵ After receiving Complainant’s July 26, 2024, Tariff copy request, H & O sent an email on August 9 explaining delayed production: “So far as the tariff. Because we operate off of multiple locations we have to summon that from our record vault. As soon as it becomes available we will send it over right away.” By rules adopted in 1997, the STB requires household goods carriers to maintain tariff copies at its principal office. 49 C.F.R. § 1310.5. STB rules for water carriers, in contrast, have been updated to allow for web-based electronic publication and shipper access to tariffs. 49 C.F.R. Part 1312; 84 Fed. Reg. 20292 (May 9, 2019), <https://www.govinfo.gov/content/pkg/FR-2019-05-09/pdf/2019-09564.pdf#page=3> .

contains detailed instructions for provisions, amendments, changes, and effective dates to conform to the “exact rate” STB tariff requirement for shipping services on a particular date. H & O Tariff at pp. 1, 5, 8, 42, 51 and 64. The H & O Tariff, however, contains no effective date, no amendments, and no item charges for many service items.

36. The October 24 bill of lading and binding estimate, as revised by H & O’s packing team leader, is the effective shipping contract between Complainant (shipper) and defendant H & O (carrier) and was subject to the tariff. B of L Section 17; 49 CFR §403(a)(6)(ii). H & O Tariff, pp. 5 and 55.

The Basic Line Haul Transportation Rate - \$3.30/cf

37. The H & O Tariff authorizes line haul rates based on “actual weight of the property moved, or cubic feet occupied on the transport vehicle.” Tariff p. 11. The Tariff authorizes a volume rate “up to \$10.00 per cubic foot” subject to “a rate adjustment/discount of +/- 80%.” Tariff p. 43.

38. The H & O Tariff at p. 51 contains a “cubic feet rate schedule” by volume ranges and delivery location zone. For volume ranges of 1,000 cf to 2,500 cf., the schedule authorizes rates from \$5.00/cf to \$9.00/cf, (again subject to rate adjustment of +/-80%).⁶ Rhode Island is in the “all other states” delivery zone with a schedule rate of \$7.00/cf. The schedule provides a volume to weight

⁶ The lowest delivery zone rates include California and adjoining states. This anomaly for a Maryland carrier might be explained by the fact that the Tariff boilerplate document was prepared by a San Diego transportation attorney.

conversion factor of 7 – i.e, one cubic foot is assumed to contain 7 lbs. of inventory.

39. The governing October 24 Bill of Lading line haul rate charged was \$3.30/cf. This is the same rate previously contained in Eagle’s binding estimates of Set. 8, 2023 and Oct. 18, 2023, and in H & O’s Bills of Lading dated Sep. 8 and Oct. 23, 2023.

40. Complainant does not contest the \$3.30/cf. line haul rate.⁷

The Total Volume Charge (\$7,590) and Volume Calculation

41. Weight rates, when used, are based on “actual weight” as documented by weight certificates and with detailed procedures explaining how weight is calculated, verified, confirmed and contested. Tariff pp. 11, 22, 24-26. These provisions contain the “basis for calculating the specific applicable rates” and allow shippers “to determine the exact rate(s)” applicable for weight charges and total weight calculations. Tariff p. 42; 49 C.F.R §1310.3.

42. For volume-priced shipments, the total charged is the cubic foot rate times the “actual cubic feet occupied by the property” on the moving truck. Tariff

⁷ The U.S. Department of Transportation, Bureau of Transportation Statistics, reported that the dry van spot haul transportation rate for Oct. 2023 was about \$1.60/mile. <https://www.bts.gov/browse-statistical-products-and-data/info-gallery/truck-spot-rates-jan-2015-oct-2023> (accessed 11-19-2024). The U.S. General Service Administration employs a published tariff for household goods moves. https://www.gsa.gov/system/files/2022%20Household%20Goods%20Rate%20Filing%20Package_508_compliant.pdf (accessed 11-19-2024). In that tariff publication, on pp. 70-71 (of 79), a move of 8,500 lbs from Iowa to Oklahoma (676 miles) is illustrated by calculation of a linehaul total charge of \$5,280.27. On October 23, 2024, Complainant received a written binding estimate in the total amount of \$4,968.26 from a licensed carrier, for moving 1,200 cubic feet (8,400 lbs) from Bluefield, WV, to Bristol, RI, 734 miles, representing a 2024 rate of \$2.40/cubic foot plus origin, destination and fuel surcharges. Although not contested for purposes of quantum meruit reasonableness, the \$3.30 rate charged by H & O is generous to the carrier.

p. 43. The H & O Tariff does not contain an explanation of how total volume cubic feet is to be calculated for purposes of shipping contract estimates and bills of lading executed before household goods are loaded, nor how to measure or verify “cubic feet occupied on the transport vehicle” (Tariff p. 11) after goods are loaded. The contents of the Tariff and Bill of Lading do not provide instructions or disclose a method for a shipper to calculate or verify total volume “to determine the exact rate(s)” for the shipment (Tariff p. 42) or the “actual... volume” loaded on a truck. 49 C.F.R. §375.521.

43. The Oct. 18, 2023, binding estimate from Eagle (Ex. A), adopted in the Oct. 23 Bill of Lading from H & O (Ex. B), contained a total volume estimate of 1254 cubic feet, apparently based on Eagle’s calculation from Complainant’s final inventory list emailed on October 17.

44. The method of volume calculation by Home & Office or its broker agent for the Oct. 18 estimate and Oct 23 B of L was not revealed.⁸

45. A 26’ box truck has an interior load capacity between 1,400 cubic feet and 1,700 cubic feet. *E.g.*, <https://nelsonwesterberg.com/blog/what-size-moving-truck-do-you-need/>

46. Based on the loaded volume on the Home and Office box truck, shown in destination photos on October 26, 2023 (Ex. E), Complainant does not

⁸ Various internet sites provide programs and software for weight or volume calculations applied to typical or average household goods items. *E.g.*, https://www.schumachercargo.com/hhg_calc.php , https://www.moverscorp.com/moving_weight_calculator/ (for conversion, use 7 lbs/cu ft); <https://earthrelocation.com/moving-cost-calculator/> .

contest the volume estimate of 1254 cf. contained in the Oct. 23 bill of lading or the total volume line haul rate of \$4,108.50 therein. Ex. B.

47. The operative Oct. 24, 2023, bill of lading (Ex C), however, contains charges for total volume line haul based on total shipping volume of 2290 cubic feet. This includes 1055 cubic feet added onsite to the bill of lading by the H & O team leader/driver on the morning of moving day after his household inventory survey, adding a contested \$3,481.50 to the total volume line haul charge. The new total line haul charge for 2290 cf on the bill of lading was \$7590.00. The total charged was for a volume that exceeded the load capacity of the truck.

48. The method of volume calculation by Home & Office or its team leader for the onsite volume amendment contained in the Oct. 24 B of L was not revealed and has not been disclosed by H & O to Complainant.

The Total Fuel Surcharge Based on Line Haul Calculation

49. The H & O Tariff authorizes a fuel surcharge as part of its standard line haul rate and sets the fuel surcharge rate at 15% of the line haul. Tariff pp. 11 and 43. On p. 64 the Tariff illustrates a fuel charge amendment to 10% of line haul.

50. The Sep. 8, 2023, binding estimate, Sep.8 bill of lading, Oct. 18 binding estimate, and Oct. 23 bill of lading, as well as the operative Oct. 24 bill of lading all provide a fuel surcharge of 10% of linehaul.

51. Complainant does not contest the fuel surcharge 10% rate or its application to the Oct. 23 bill of lading in the amount of \$410.85. Complainant

contests the fuel surcharge as applied to the added volume of 1055 cubic feet in the Oct. 24 bill of lading, which increased the fuel surcharge by \$348.15.

The Home & Office Binding Estimate Fee (\$4,600)

52. All Household Goods shipping contracts must be preceded by a written estimate by the carrier to the shipper (consumer) of all “charges for the transportation and all related services.” Estimates may be “binding” or “non-binding.” 49 U.S.C. §14104(b). And a binding estimate rate “must not result in charges to shippers which are predatory.” 49 U.S.C. §13704(a)(2).

53. The primary difference between a binding and non-binding estimate is the amount that may be collected on delivery of the household goods. For non-binding estimates, the carrier may require up to 10% more than the estimate before giving up possession of the household goods to the shipper/consumer; for binding estimates, only the exact estimated charge may be demanded. 49 U.S.C. §13707(b)(3)(A); H & O B of L Section 8 (110% rule). However, estimates may be changed onsite on day of loading/pick-up, and additional charges may be billed after delivery for services provided that were not included in binding or non-binding estimates. 49 U.S.C. §13707(b)(3)(C).⁹ H & O B of L Sections 8 and 17.

54. A fee may be charged for a “binding” estimate, but not for a non-binding estimate.” §14104(b)(1)(C).

⁹ See Michael Garcia, *The myth of "binding" estimates*, <http://michaelgarcialaw.com/Moving-company-legal-issues-binding-estimate-myth.html> (a lawfirm website article accessed 11/16/2024).

55. The H & O Tariff authorizes a “Binding Estimate Fee,” as allowed by 49 U.S.C. §14104(b). H & O Tariff at p. 45. The exact fee is not identified. The Tariff states (*id.*): “payment made upon” “binding estimate fee” “\$/%” “20%,” but is unclear what the 20% applies to. It also states that the binding estimate fee “shall not exceed the combined total line haul and accessorial charges.” The tariff also provides a unique definition or description of “binding estimate fee.”¹⁰

56. A “binding estimate fee” (“BEF”) was included in each estimate and each bill of lading submitted by Home & Office and its broker/agent to Complainant.

57. The first binding estimate of September 8, 2023, incorporated into H & O’s first bill of lading, contained a BEF of \$3,100, representing 66% of the total estimate charges of \$4,724.42 and equal to 102% of total charges for line haul plus fuel surcharge.

58. The second binding estimate of October 18, 2023, incorporated into the H & O Oct. 23, 2023, bill of lading (Exs. A and B), contained a BEF of \$4,600, representing 60 % of the total estimated charges of \$7,719.35 and equal to 102% of total charges for line haul plus fuel surcharge.

¹⁰ Tariff p. 45: “The Binding Estimate Fee is a charge for arranging shipper’s transportation of household goods. It includes the cost of administration, dispatching, coordination and securing properly licensed motor carriers to transport shipment, provision of customer service liaison between carrier and shipper in settling disputes and claims.” This definition appears to refer to some functions of a shipping broker or agent (Tariff p. 38; Eagle 10/18/23 estimate (Ex. A) pp. 9-10), as well as to ordinary functions of a carrier without regard to whether service was preceded by a non-binding or binding estimate.

59. The third binding estimate, prepared onsite on packing day and incorporated into the operative Oct. 24, 2023, bill of lading (Ex. C), retained the BEF of \$4,600, representing 32 percent of the total charges of \$14,299.00 that were paid by Complainant.

60. Complainant contests the BEF charges. The BEF charges are unreasonably related to the BEF functions in 49 U.S.C. §13707(b)(3)(A) and §14104(b) and unlawfully result in charges which are predatory to shippers, in violation of 49 U.S. C. § 13704(a)(2).

Accessorial, Packing and Bulky items

61. The H & O Tariff authorizes charges for “necessary” accessorial packing materials, such as boxes and shrink wrap, and includes a detailed exact price list of charges for the cost and use of each item. Tariff pp. 37 and 48.

62. The Tariff also authorizes “bulky item” charges, with a price list for specific items (*i.e.*, grand piano at \$400) and a “misc. bulky item” charge of \$500 per item. Tariff pp. 44, 46-47.

63. The H & O truck that arrived at Complainant’s Bluefield, W.Va. home on Oct. 24 contained an inventory of boxes, shrink wrap, and other packing material for H & O employees to use in packing and to include in onsite new charges to the shipper.

64. The final Oct. 24, 2023, onsite bill of lading prepared by H & O’s team leader/truck driver included new charges of \$1,750 for accessorial packing material, and \$1000 for “bulky item” that were not included in prior estimates or

previous versions of the bills of lading. Exs. A (Oct. 18 estimate), B (Oct. 23 B of L), C (photo of Oct. 24 B of L cover), and D (Packing Materials Order form).

(i) Packing Materials and Shrink Wrap (\$1,750)

65. H & O employees packed or repacked some inventory items in large boxes, such as small lampshade in large box and duffle bag in large box (Ex. E-4 and E-5) and included new charges for the boxes and for loading those boxes. (Ex. D). This increased the cubic feet of space that would be occupied by Complainant's household inventory and therefore subject to H & O's cubic feet volume charge addressed above in paragraphs 38-48.

66. Included in H & O's accessorial packing materials charges were 15 rolls of shrink wrap, for which H & O charged \$15 per roll, plus \$15 for applying each roll in packing, for a total of \$900.00, representing most of the accessorial charges.

67. H & O used its shrink wrap inventory in a liberal and unnecessary manner, as illustrated by shrink-wrapping a 2-piece tool cabinet shown in Ex. E-1. On arrival of the shipment in Rhode Island, Complainant observed that there was no unused inventory of H & O shrink wrap in the truck.

68. Complainant shipper did not request H & O to use shrink wrap for the inventory, although he signed the packing materials order form on demand by the H & O driver/team leader. Complainant contests the \$900 charge for shrink wrap as an unreasonable rate or practice under 49 U.S.C. § 13701.

69. The remaining charges of \$850 on the packing materials list were primarily for various box items and packing those boxes. Ex. D. Although those charges are believed to be excessive and/or unnecessary, Complainant does not contest those charges for purposes of this Complaint.

(ii) The Bulky Item Charge (\$1,000)

70. The operative B & L of Oct. 24, 2023, prepared onsite by H & O's packing team leader, contains a charge for "bulky item" in the amount of \$1,000. Ex. C.

71. The B of L does not identify the bulky item or items to which this charge was applied or otherwise explain how it was calculated. The charge is inconsistent with the tariff authorization for bulky items, Tariff pp. 44, 46-47, and with the "exact rate" requirement of STB rules, 49 C.F.R. §1310.2(a); 49 U.S.C. §13702(a)(2).

72. Complainant contests the full amount of the bulky item charge. The charge was unreasonable under 49 U.S.C. § 13701, and unauthorized under 49 U.S.C. §13702 and 49 C.F.R. §1310.2.

H & O Bill of Lading and Tariff Discounts

73. The H&O tariff mentions discounts (at pp. 2, 5, 8, 10, 11, 13, 37, 43, 44, 48, 49, 51, 54 and 64). The tariff repeatedly cautions that discounts may lawfully apply only if properly documented by a tariff amendment with an effective date (*id.* p 64, *citing* 49 USC §13702(a)(2)). No specific discount items are documented in the H&O tariff.

74. The various versions of binding estimates and bills of lading submitted to Complainant from September 8 to October 24, 2023, all contained a “discount” of “AAA/First Responder” in the amount of \$1,400. This was not specifically authorized by or documented in the Tariff.¹¹

Provisions for Carrier Attorney Fees and Litigation Costs in Home & Office Bill of Lading and Tariff

75. The Home & Office Bill of Lading shipping contract, as well as the Tariff that authorizes B of L provisions, provide several circumstances in which the carrier is purportedly entitled to recover attorney fees and litigation costs from the household goods shipper/consumer: (1) for collection actions against shipper on delinquent accounts (B of L Section 10; Tariff p. 34 (item 1703)); (2) for enforcement of lien against shipper’s goods (B of L Sections 14 and 16; Tariff pp. 32-33 (items 1401-1403)); and (3) for other (apparently generic) matters “in the event litigation is necessary” (B of L Section 13; Tariff p. 43, Section 16 (Lawsuits), item 1604).

76. The text of the generic litigation fee section in the Home & Office B of L and Tariff is as follows: “Reasonable Attorney fees: In the event litigation is necessary, carrier shall recover from shipper any and all reasonable attorney fees and administrative costs and court costs incurred as a result of the litigation.”

77. The inclusion of the generic carrier litigation fee entitlement section in the Home & Office Tariff and in section 13 of the Bill of Lading, as set forth

¹¹ In an email response of August 29, 2024, to shipper’s claim, H & O represented that it had neglected to apply a “Competitive Savings Discount” to shipper’s charges and offered to reimburse \$900 for this discount category. The competitive savings discount is likewise not included in H & O’s tariff.

above, is contested by Complainant. The provision is unreasonable under 49 U.S.C. §13701, unauthorized under 49 U.S.C. §13702, and inconsistent with 49 U.S.C. §§14101, 14704, and 14708(e), and 49 C.F.R. Part 1310.¹²

The H & O Tariff NDA Provision

78. Included under the Section 16 “Lawsuits” part of the H & O Tariff (at p. 34), the tariff purports to adopt a non-disclosure agreement applicable to shippers: “Confidentiality: Given the nature of this contract as it involves moving personal property, both parties agree to hold as confidential all events, transactions, circumstances, agreements, terms and conditions, and actions of either party. Failure to comply with this section may result in a breach of contract and subject the shipper to legal liability.”

79. The NDA provision may be interpreted by a shipper/consumer to apply to consumer complaints: in online reviews, to Better Business Bureau, to media, to state and federal regulators, in petitions for adjudicatory or rulemaking relief, and in support of litigation, among other disclosures.

80. The NDA tariff provision is unreasonable under 49 U.S.C. §13701, unauthorized under 49 U.S.C. §13702, inconsistent with 49 U.S.C. §§14101, 14704, and 14708(e), and 49 C.F.R. Part 1310.

¹² The generic litigation fee provision in the Tariff and B of L sec. 13 might, in organizational context, be construed to apply only to the immediately preceding provision limiting class action lawsuits. If so, section 13 is unreasonable and serves a chilling effect on shippers by failing to explain its limitation to class actions. But as may so be applied, the provision is nevertheless claimed to be unreasonable as applied to a vulnerable class of household goods consumer/shippers for which federal law and agency regulations provide unique protection.

***Home & Office Bill of Lading and Tariff Provisions on
Procedures for and Timing of Shippers' Claims.***

81. The Home & Office Tariff includes a provision for claims to be filed in writing to the carrier within 9 months after date of delivery of household goods. Tariff, Section 4 p. 17.

82. The H & O Bill of Lading (Ex. B) provides greater detail on timing of, and procedures for, giving notice of claims. The H & O Bill of Lading claim and complaint notice provisions are:

“Section 5: Maximum period of time to file a claim or bring civil action: Shipper has a maximum period of nine months from date of delivery to file a claim for loss or damages. Additionally, Shipper has a maximum period of two years to bring a civil action against the carrier and/or its agents.”

“Section 6: Filing of Claims/Complaints Procedures: *** To file a claim or complaint call Carrier at phone number on front of this form.”¹³

SHIPPER'S NOTIFICATION OF CLAIMS AND CARRIER'S RESPONSE

83. On the morning of shipment loading, October 24, 2023, the Home & Office agent, packing team leader prepared an onsite revised estimate and revised bill of lading that increased total shipping charges from \$7,719.35 on the Oct. 23 bill of lading to \$14,299.00 on the final Oct. 24 bill of lading.

84. As described above (para. 24-28), complainant protested the shipping charge increase to the packing team leader, and by notice in numerous

¹³ This H & O procedure purports to follow the complaint and inquiry process required in 49 CFR §375.209. By email to complainant on August 26, 2024, H & O explained that in complainant's telephone conversations with “Nicole or Steph,” and in its documentation of contacts, H & O provides “A system for recording in writing all inquiries and complaints received from an individual shipper by any means of communication” as required by “rule 49 CFR 375.209(b)(3).”

calls to and from the carrier's customer service representative, Stephanie, on the date of the move, October 24, 2023.

85. On July 26, 2024, nine months from the date of delivery, Complainant sent a written complaint by email to Home & Office. The complaint alleged that the volume shipped did not exceed 1245 cubic feet as shown in the Oct. 18 estimate and Oct. 23 bill of lading, that the volume billed on Oct. 24 (2290 cubic feet) unreasonably exceeded the volume capacity of the truck, and complained of onsite charges for packing materials, bulky item, and BEF. The written complaint also requested a copy of the Home & Office Tariff and copies of dispute resolution / arbitration forms.

86. Home & Office supplied the requested Tariff copy by email on August 22, 2024. Home & Office did not provide requested dispute resolution forms.

87. On August 29, 2024, Home & Office sent a "claim determination" email. The email rejected claims of onsite overcharges, including overstatement of shipping volume:

"After carefully reviewing your paperwork and the accompanying photos, we have determined that the space quoted for your move was indeed adequate for the amount of space utilized in the moving vehicle. As required, we provided an on- site binding estimate prior to loading, outlining the potential space that could be occupied in the truck."

The email offered a refund of \$900 as "Competitive Savings Discount," suggesting that this discount package should have been applied to the October 2023 charges.

REMEDIES REQUESTED

88. On adjudication of a household goods shipper complaint for unreasonableness of any rate, classification, rule or practice, the STB is authorized to award monetary remedies based on reasonable rates; identify and hold invalid rules and practices judged to be unreasonable; and to prescribe rates, rules and practices that meet reasonableness standards and “exact rate” calculation. 49 U.S.C. §§13701(b), 13701(d)(4), 13702(d)(4), and 13710(a)(2); 49 C.F.R. §1310.2(d) and 49 C.F.R. § 1310.3.

89. The STB should find that reasonable rates and charges to Complainant-shipper for household goods moving services provided by Home & Office should not have exceeded a total of \$5,821.67. The maximum total reasonable charges are suggested to be determined by the STB as follows:

- (a) A reasonable volume line haul rate not in excess of \$3.30/cubic foot, which was the volume rate estimated and charged by Home and Office in each of its proffered estimates and bills of lading.
- (b) A reasonable total volume charge applied to a volume of not more than 1245 cf loaded space in the 26’ box truck, equal to the volume estimate contained in the Oct. 23, 2023, bill of lading and consistent with a visual estimate of the fully loaded volume and H & O’s volume-enhancing packing practices as shown in photographs of the delivered shipment, Ex. E. The total line haul volume charge should therefore not have exceeded \$4,108.50.

- (c) A reasonable fuel surcharge is 10% of the total line haul rate applied to total volume. This is the percentage rate applied by Home & Office in each of its three estimates and bills of lading. The total reasonable fuel surcharge, therefore, should not exceed \$410.85.
- (d) A reasonable Binding Estimate Fee should not exceed 10% of the estimate for line haul and other services required, corresponding with the maximum shipper benefit of avoiding up to 10% additional charges on delivery under the 110% rule in 49 U.S.C. §13707(b)(3)(A) applied to binding vs. non-binding estimates. The maximum reasonable BEF charge in this case therefore should not exceed \$451.97 (10% of total reasonable volume rate + fuel surcharge).
- (e) Reasonable accessorial packing materials charges should not exceed \$850.00, as described in foregoing paragraphs 69 – 72. This is H & O's total charge for new boxes and packing the boxes as contained in the Oct. 24, 2023, loading day onsite addition of packing materials charges contained Ex. D. It does not include \$900 in new charges for use of shrink wrap, use of which was unreasonable.
- (f) It was not reasonable to include any charge in the 10-24-23 Bill of Lading for "bulky item." The bill of lading included a \$1,000 charge for "bulky item," but did not identify the bulky item or items to which the charge applied, nor how the presence of any bulky item may have been determined. The loaded shipment, as shown in Ex. E photographs, did not contain any bulky item comparable to bulky items illustrated in Home & Offices Tariff schedule pp. 46-47 (*i.e.*, grand piano at \$400 bulky item charge).

90. The STB should award to shipper/complainant a sum of not less than \$8,477.33, representing the difference between maximum reasonable

charges of \$5,821.67 and the sum of \$14,299 paid to Home and Office on the 10-24-2023 bill of lading.

91. The STB should determine and find that the Home & Office practice of assessing household goods transportation charges for “bulky item,” without identifying the item in the estimate or bill of lading or providing a method in the bill of lading or Tariff for identifying the item to which the charge is applied, is unreasonable.

92. The STB should determine and find that the Home & Office practice of calculating and informing shippers of household goods cubic foot volume for purposes of estimates and final total volume charges in a bill of lading is unreasonable in that the practice: (a) does not disclose to shippers the method(s) by which volume calculations are made or the source(s) and authorities used for such calculations; (b) does not allow a shipper to determine in advance the “*exact rate*, charges and service terms applicable to any given shipment” 49 C.F.R. § 1310.3; and (c) does not provide for the shipper a method or instruction to determine and verify the “actual weight or volume” of household goods delivered to a shipper and total charges when volume units are used. 49 C.F.R. §375.521

93. The STB should determine and find that the Binding Estimate Fee applied by Home & Office and its broker/agent in the three estimates, and three bills of lading, described above in paragraphs 57-59, are unreasonable in relation to the function of binding estimates (49 U.S.C. §13707(b)(3)(A) and §14104(b))

and result in charges which are predatory as applied to shippers, in violation of 49 U.S. C. § 13704(a)(2).

94. The STB should determine and find that the Binding Estimate Fee authorization and definition in the Home & Office Tariff at p 45, allowing a rate up to “the combined total line haul and accessorial charges,” are unreasonable in relation to the function of binding estimates (49 U.S.C. §13707(b)(3)(A) and §14104(b)) and result in charges which are predatory as applied to shippers, in violation of 49 U.S. C. § 13704(a)(2).

95. The STB should determine and find that the Bill of Lading Section 13, and corresponding Tariff Section 16 (Lawsuits), item 1604) (Tariff p. 43), providing for attorney fees award to the carrier and against the shipper without regard to the nature of lawsuit or merits of the claim or defense, as described above in paragraphs 75-77, is unreasonable under 49 U.S.C. §13701, unauthorized under 49 U.S.C. §13702, and inconsistent with 49 U.S.C. §§14101, 14704, and 14708(e), and 49 C.F.R. Part 1310

96. The STB should determine and find that the non-disclosure agreement provision at p.34 in the Home & Office Tariff, as described above in paragraphs 78-80, is unreasonable under 49 U.S.C. §13701, unauthorized under 49 U.S.C. §13702, inconsistent with 49 U.S.C. §§14101, 14704, and 14708(e), and 49 C.F.R. Part 1310.

97. Complainant prays that the STB grant any and all additional relief to which he may be justly entitled and as the Board may deem proper based on the record.

Respectfully submitted,



John H. Vetne, Complainant
3 Jane Lane
Bristol, RI 02809

Ph. 207-265-6197
Email johnvetne@gmail.com

Appearing *pro se*

Dated: November 22, 2024

John Vetne v. Home & Office Movers, LLC.

Complaint before the Surface Transportation Board

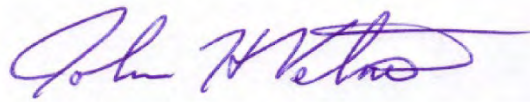
LIST OF ACCOMPANYING EXHIBITS IN SUPPORT OF COMPLAINT

<u>Exhibit #</u>	<u>Description</u>
Ex. A	October 18, 2023, binding estimate of shipping charges.
Ex. B	October 23, 2023, Home & Office Bill of Lading.
Ex. C	October 24, 2023, Bill of Lading, page 1, in three photographs.
Ex. D	October 24, 2023, Packing Materials Charges and Order Form
Ex. E	October 26, 2023, 5 photographs of shipment, truck, and packed Contents: (1) Fully-loaded truck, Md. License plate # 5ER7791, on arrival at Bristol 10-26-23 with open back door showing unused space within the truck, (2) Partially-unloaded truck showing inventory of H & O's unused packing boxes on truck; (3) 2-piece tool cabinet in shrink wrap applied by H & O; (4)-(5) a small lampshade and a duffle bag loosely packed in large boxes by H & O.
Ex. F	Home & Office Tariff, as provided by H & O to Complainant on August 22, 2024, by email attachment.

John Vetne v. Home & Office Movers, LLC.
Complaint before the Surface Transportation Board
VERIFICATION OF COMPLAINT

I, John H. Vetne, declare and verify, under penalty of perjury, pursuant to 18 U.S.C. §1621 and 49 C.F.R § 1104.5, that the foregoing Complaint, including all facts stated therein, is true and correct; that the accompanying documentary exhibits A, B, D and F contain true and accurate copies of the documents identified; and that the accompanying photographic exhibits C and E truly and accurately show the subject matter described which I personally observed on October 24 and/or October 26, 2023, and consist of cell phone photographs taken by me or by my wife on those dates.

Executed on November 22, 2024:



By: John H. Vetne

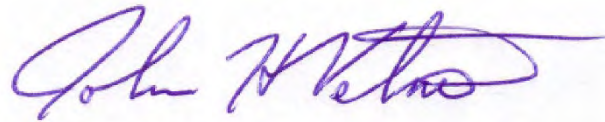
John Vetne v. Home & Office Movers, LLC.
Complaint before the Surface Transportation Board

CERTIFICATE OF SERVICE

I, John Vetne, certify that I have this day caused copies of the foregoing Complaint, and accompanying supporting Exhibits, to be simultaneously served by email and by USPS express mail upon defendant, Home & Office Movers, LLC., as follows:

By email to homeandofficellc@gmail.com and cs.homeofficemovers@gmail.com

By express mail to: Home & Office Movers, 1332 Londontown Blvd.,
Ste. 108F, Sykesville, Md. 21784



Dated: November 22, 2024

John H. Vetne

John Vetne v. Home & Office Movers, LLC.

Complaint before the Surface Transportation Board Dkt. No. NOR-42182

ACCOMPANYING EXHIBITS IN SUPPORT OF COMPLAINT

<u>Exhibit #</u>	<u>Description</u>
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Ex. F	Home & Office Tariff, as provided by H & O to Complainant on August 22, 2024, by email attachment.

(Exs. A – E are combined for transmittal in a single .pdf document. Ex. F is separately transmitted)

EXHIBIT A



John Vetne <johnvetne@gmail.com>

Your Moving Estimate 3988552

1 message

Scott - Eagle Moving Group Inc <nicka@eaglemoves.com>
To: John Vetne <johnvetne@gmail.com>

Wed, Oct 18, 2023 at 1:37 PM



EAGLE MOVING GROUP

Eagle Moving Group Inc
1325 S Congress Ave, Ste 110 Boynton Beach, FL 33426
877-540-2992
MC: 01185070 US DOT: 3545015
<https://EagleMoves.com>

Moving Estimate E3988552

Origin:		Destination:	
Customer:	John Vetne	Customer:	Karin Vetne
Address:	322 Harry Heights Rd	Address:	3 Jane Ln
Level/Floor/Apt:		Level/Floor/Apt:	
City, State, Zip:	Bluefield, WV 24701	City, State, Zip:	Bristol, RI 02809
General Information:		Contact Information:	
Estimate No.:	E3988552	Phone 1:	12072656197
Move Type:	Long Distance, 734 miles	Phone 2:	
Pick-Up Day:	Tuesday/Wednesday	Phone 3:	
Pick-Up Date:	10/24/2023-10/25/2023	Phone 4:	
Pick-Up Time:		E-mail:	johnvetne@gmail.com
Total:		Transportation:	
Basic Estimate Price	\$4108.50	Representative:	Scott Rosenberg Ext. 222
Fuel Surcharge: 10.00 %	\$410.85	Rep. Phone:	(561) 725-8160
Binding Estimate Fee	\$4600.00	Rep. E-mail:	scottr@eaglemoves.com
AAA/Firtst Responder	- \$1400.00	Estimated Volume:	1245 cf. (8715 lbs)
Basic Valuation Protection: \$0.60 per lbs. per article	\$0.00	Estimated Rate:	\$3.30 per cf
Total Estimate Quote	\$7719.35		
Customer Payment:	\$3805.00		

Full Value Protection Amount of Liability: \$52,290.00 (Optional)						
Deductible Levels:	\$250	\$500	\$750	\$1000	\$1500	\$2000
Valuation Charge:	\$1411.83	\$1359.54	\$1307.25	\$1254.96	\$1202.67	\$1150.38
Total Estimate Plus Valuation Charge:	\$9131.18	\$9078.89	\$9026.60	\$8974.31	\$8922.02	\$8869.73

Customer's Initials:	x _____	x _____	x _____	x _____	x _____	x _____
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WARNING: If a moving company loses or damages your goods, there are 2 different standards for the company's liability based on the types of rates you pay. **BY FEDERAL LAW, THIS FORM MUST CONTAIN A FILLED-IN ESTIMATE OF THE COST OF A MOVE FOR WHICH THE MOVING COMPANY IS LIABLE FOR THE FULL (REPLACEMENT) VALUE OF YOUR GOODS** in the event of loss of, or damage to, the goods. This form may also contain an estimate of the cost of a move in which the moving company is liable for **FAR LESS** than the replacement value of your goods, typically at a lower cost to you. You will select the liability level later, on the bill of lading (contract) for your move. Before selecting a liability level, please read "[Your Rights and Responsibilities When You Move](#)" booklet, "[Ready to Move?](#)" brochure provided by the moving company, and seek further information at the government website [Protect Your Move](#) and [Tips for a Successful Move](#).

Company Terms & Conditions: Understanding Your Estimate Thank you for choosing Eagle Moving Group, Inc (EMG). We are happy to provide you, the Customer, this estimate based on the list of items and services you requested at the time this estimate was prepared. This BINDING estimate is based upon the specific items to be moved and services ordered as listed on the estimate. <i>Your estimated price will not change unless you order additional services, add additional items to be moved, or additional weight or cubic feet to be moved which are not listed on the estimate.</i> This document is an estimate only and not a contract; The only contract for moving services is the "Bill of Lading" as required under 49 CFR Section 375.505(a). If you make any changes to the list of services ordered or the items to be moved, you must notify the estimator prior to your move date so an updated estimate can be issued to you and last minute price changes can be avoided. Accuracy of your estimate is wholly dependent upon the completeness of the specific items you inform the estimator that you are moving. Be advised that any changes to your order will result in a change to your estimated price. For example, if you add additional items to be moved or order additional services at the last minute your price will increase accordingly. In order to avoid last minute price changes we urge you to make certain to verify the accuracy of the description of services and items to be moved on this estimate and to notify your salesperson if you wish to make any changes to the services ordered and number of items to be moved. If on the date of the move you order last minute services or tender additional items to be moved the mover will issue you a new updated written estimate reflecting the change to the total estimated price. In such a case, a new binding estimate must be approved by you and signed prior to any services being performed. The Estimated Transportation Cost is BINDING based on the total Cu. Ft. (Volume Amount) provided by customer prior to move date. Packing labor and materials are not included unless specifically itemized on the estimate. Customer Responsibility is to make sure that all boxes and fragile items are packed, boxed up and ready for pick-up unless noted differently on this Binding Estimate Cost for Service. This estimate covers only the articles and services specifically listed. This estimate includes the following services to be performed by the carrier: • Professional Door to Door service. • Expert advice and guidance throughout the course of your move. • Disassembly of all standard furniture required for safe transportation. • Reassembly for all items disassembled by the movers on the day of pick-up. • Wrapping of all furniture with quilted moving blankets. • Itemized inventory indicating condition at origin. • Standard pick ups will be serviced by 26ft straight truck. • Loading & unloading of all goods. • All transportation, taxes, tolls, mileage, and fuel surcharges.
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- Transportation of goods with either 18-wheeler or 26 ft. straight truck. Standard pick ups are completed on a straight truck (26ft) and deliveries may be on a semi-trailer. (18-wheeler (53ft / 72ft).
- Standard cargo protection up to \$10,000 based on 0.60 cents per lb per article; if selected at the time the estimate is prepared, estimated cost of the full value protection option at varying deductible levels (these are only estimates and the actual cost is determined by your selection on the carriers bill of lading according to carriers tariff).
- No charge for packing tape and moving pads.
- No date change penalties if your request is made more than 7 business days before your originally scheduled pick-up date. (Peak season subject to change)

Note: Elaborate furniture items that need to be disassembled and/or reassembled may require a 3rd party professional servicing or additional labor and should be disclosed to your estimator in advance of the move to be included on the estimate. Disconnecting and reconnecting of appliances is not included in the estimate. Reassembly of any item is subject to the availability of tools and/or parts being available at delivery. Packing, materials, and unpacking services, are available at an additional charge and are only included in this estimate if the service is listed on the services section of the estimate.

Prohibited Items: Personal documents, jewelry, medicines, personal remains (urns), firearms, cash, bank notes, hazardous materials, pets, liquids, items packed in garbage bags/plastic bags or perishable items. If you decided to include these items in your shipment you will be doing so at your own discretion and Eagle Moving Group Inc will not have any liability whatsoever.

Optional Accessorial Services and Additional fees (if applicable to the move): It is customary for the carrier to offer additional service options to the customer. Optional services include, but are not limited to, storage, packing, materials, unpacking, appliance servicing, shuttle, long carry, rigging hoisting and lowering, wooden crating, exclusive use of vehicle, guaranteed delivery, etc. If customer orders an additional service or an additional service is required to complete the move then the charge for the service will be added to the final bill. Optional Accessorial post contract services not included in your estimate include:

- First flight of stairs is included (10 steps), Each additional flight/landing of stairs is \$75 .
- Long carry: First 75 feet are included, each additional 75 feet will be charged at a minimum rate of \$75.00 per 75 feet.
- Elevator Fee: Minimum \$75 (Rate is determined by actual cubic footage)
- Shuttle service: if semi-trailer cannot get reasonably close to building or house for loading/unloading, a shuttle truck may be required to perform relocation at a minimum charge of \$300.
- Packing of fragile/delicate items (such as TVs, glass, etc.); packing and crating services not already listed within proposal; loading of bulky items (such as a motorcycle).
- Packing supplies such as boxes, bubble wrap, etc.
- Storage: any additional month will be charged at \$0.50 cents per cubic foot (\$150 minimum).
- For full packing service: All labor and materials to professionally pack all boxes, fragile items, and furniture listed. If additional items are added at time of pick up, then the total price for full service packing will be increased and adjusted by the guaranteed rate provided. A new agreement will be presented at time of pick up.

VERY IMPORTANT - IF YOU ADD ITEMS AT PICK-UP OR IF THE ITEMS ARE A DIFFERENT VOLUME AND/OR WEIGHT FROM WHAT IS ESTIMATED ON THIS AGREEMENT:

1. The mover must either (1) pickup and transport only the specific items and amount of cu.ft. itemized on this estimate without servicing / transporting the additional items of property. In this case the shipper would only be required to pay 100% of the binding estimate. Or (2) Carrier and shipper may execute a New Binding Estimate, in accordance with 49 CFR § 375.403(a)(6)(ii) **PRIOR TO LOADING OR OTHERWISE BEGINNING THE JOB.** This New Binding Estimate given prior to loading will serve as the only active estimate for which charges will be calculated.
2. Contact our office at (561) 464 - 2775 and select option #3 (during business hours), or option #9 (after hours 24 hour assistance) so that we may assist you with any revisions.
3. **DO NOT** allow the mover to load the truck or perform any services before you **CALL US**. You must agree in writing to the new estimate. We will assist you with this.
4. If you have not signed the mover's New Onsite Estimate, and the mover loads the truck, then federal regulation requires that the mover has reaffirmed the original estimate and cannot demand additional payment at delivery for the additional items.

This is why we ask you to notify us of modifications at least 3 business days before the scheduled pick-up date, to avoid surprises at pick-up! On the day of pick-up, your foreman may offer you a new revised estimate listing all costs for the entire move including the additional services ordered or additional items to be moved, if any. The total price will be the same as the price listed on this estimate if your inventory's estimated weight/volume has not changed and if you do not require additional services. If your inventory's estimated weight/volume increases or if you require additional services, however, then your price may change based on the rate per pound and/or cubic feet stated in this estimate.

TERMS OF PAYMENTS: Upon booking a 20% deposit (plus binding estimate fee) is required to be paid in the form of credit card (Visa, Mastercard, Discover), cashier's check, or personal check. At the time of pickup 50% of the balance is due in the form of cashier's check, cash, postal money order or in some cases a credit card (Visa, Mastercard, or Discover) may be used. If a credit card is being used at the time of pickup, Eagle Moving Group must be informed at the time of your reservation and the use of credit card must be added to your contract prior to your electronic signature. (Credit card use may be subject to a 4% - 6% processing fee). At delivery the balance is due prior to unloading in the form of Post Office Money Order or Cash only made payable to the motor carrier. The carrier reserves the right to collect up to 70% of balance due prior to the goods leaving the origin state. Subject to federal law, payment in FULL of all charges is required before delivery and prior to unloading, Subject to the 110% law, if applicable. All charges are based on carrier's full tariff rates. If payment is not made then the carrier may place the goods in storage until payment is made; in such case the customer will be responsible for all storage and redelivery fees.

By signing this Binding Estimate for Services, customer is acknowledging and agreeing to the following:

Please note that Eagle Moving Group, Inc. is a properly licensed interstate Broker. Eagle Moving Group is not a motor carrier and will not transport an individual shipper's household goods, but will coordinate and arrange for the transportation of household goods by another FMCSA authorized motor carrier, whose charges will be determined by it's published tariff. All estimated charges and final actual charges will be based upon the motor carrier's tariff which is available for inspection from the carrier upon reasonable request. In acting as an interstate broker, Eagle Moving Group, Inc., is not responsible for any acts or omissions of the motor carrier or its employees or agents. Customer agrees to exclusively pursue the motor

carrier directly for all claims for property damage, including without limitation, any claims of damage to property, lost or stolen goods, delayed pickup or delivery, actions of estimators, drivers, packers, or movers, or other types of claims.

PACKING YOUR GOODS: Packing services, materials, and unpacking services, are available at an additional charge and are only included in this estimate if the services are specifically listed on the services section of the estimate.

ABBREVIATIONS and DEFINITIONS: Motor Carrier or Mover is the actual moving company performing packing, loading, storage, transportation, and offloading services. Customer or Shipper is the customer who contracted with the mover to perform interstate domestic moving services. Broker or shipper's agent is the customer's coordinator for the move who issues the estimate and brings the customer and the mover together. The broker is not a party to the contract for moving services ("bill of lading") between the mover and the customer. Articles listed as follows: Articles listed as CP = Carrier Packed; PBO = Packed By Owner; PO = fragile item to be wrapped with Pads Only per customer.

MINIMUM SHIPMENT: Customer understands that EMG has a 2450lb or 350 cf minimum on all shipments. Any shipment below 2450lbs/350 cf will be charged at the 2450 lb/350 cf rate.

CANCELLATION OF SERVICES: AS THE CUSTOMER, I AGREE TO PAY THE TOTAL CHARGES FOR MOVING COORDINATOR SERVICES TO BE PROVIDED BY EAGLE MOVING GROUP. I UNDERSTAND THAT MY DEPOSIT/FEE REPRESENTS ONLY A PORTION OF MY TOTAL ESTIMATED SERVICE CHARGES. DUE TO SCHEDULING AND ROUTING REASONS MY DEPOSIT/FEE IS NOT REFUNDABLE, UNLESS I NOTIFY EAGLE MOVING GROUP, INC. IN WRITING WITHIN 72 HOURS AFTER SIGNING THE "BILL OF LADING" AT CANCEL@EAGLEMOVES.COM OF MY INTENT TO CANCEL THE ESTIMATE. I UNDERSTAND THAT IF I CANCEL MY MOVE AFTER 72 HOURS OF SIGNING THE BILL OF LADING, I AM ONLY ENTITLED TO RECEIVE A CREDIT OF MY DEPOSIT FOR FUTURE INTERSTATE MOVING SERVICES TO BE USED BY THE CARDHOLDER WITHIN A 12 MONTH PERIOD FROM THE DATE OF CANCELLATION. I MAY CHANGE MY PICK UP DATE, OR PLACE THE MOVE ON HOLD AT LEAST 7 BUSINESS DAYS (SATURDAYS, SUNDAYS AND HOLIDAYS NOT INCLUDED) PRIOR TO THE PACK OR LOAD DATE (WHICHEVER APPLIES) LISTED ABOVE. IF PICKUP IS REFUSED BY CUSTOMER FOR ANY REASON, THE DEPOSIT IS FORFEITED. ALL DEPOSITS WILL SHOW ON YOUR BILLING CYCLE AS EAGLE MOVING GROUP, INC., ALL CREDIT CARD REFUNDS WILL BE PROCESSED ON MY NEXT BILLING STATEMENT.

CERTIFICATE OF INSURANCE: Some buildings require a certificate of insurance from the mover. Please check with your building management at both current and new locations regarding their requirements. Please notify your Relocation Specialist and we will be glad to assist you. Note: A fee may apply depending on building requirements.

PARKING RESTRICTIONS: Customers must confirm parking restrictions with the building/s management or local police department at both current and new locations in order for the carrier to avoid parking violations. If the truck physically or for reasons of parking restrictions cannot park close enough, Long Carrying or Shuttle Truck Service charges will apply and added to the original agreement.

FURNITURE TRANSPORTATION: The motor carrier requires that all drawers must be emptied prior to the day of move. Furniture with full drawers will not be transported due to high risk of damage to the actual furniture, premises walls and floors.

UTILITIES / APPLIANCES: Make sure that all of your utilities and appliances will be turned off and disassembled from electric, gas and water connections prior to the day of your move. We do not

disassemble or reassemble any utilities or appliances at both current and new locations on the day of your move-out or move-in.

VALUATION: The carrier provides two valuation options: Limited liability and full replacement value (FVP). Both plans cover furniture and boxes packed/unpacked by carrier. We suggest you purchase third party insurance to protect your property. Please read carefully before making your selection. Subject to the minimum valuation of \$0.60 per pound per article and in compliance with and subject to the provisions of 49 CFR Section 375.701(a), Carrier cannot control whether proper packing methods are used by shipper, therefore on boxes packed by the owner as well as pressed wood (particle board) furniture, fragile or brittle items such as glass, china, ornaments, etc.; liability is limited to \$0.60 per pound per article. Carrier, or its representative, has the right to inspect and repair any alleged damage. Consumer shipper waives all claims against Carrier and Eagle Moving Group, Inc. for any damage to the interior or exterior of any residence including, but not limited to walls, floors, ceilings, stairs, banisters, carpets, plumbing, doorways, driveways, walkways, landscaping, etc. In addition, customer agrees and is not permitted to move and we will not accept, transport, or store and have no liability whatsoever for firearms, jewelry, cash, bank notes, any financial instruments, hazardous materials, pets, liquids or perishable items.

ESTIMATED PICK UP AND DELIVERY SCHEDULE: All pickup, load and/or delivery dates are only estimates and are not guaranteed. Eagle Moving Group, Inc. will not be responsible for loss or damages incurred by unavoidable delays. Eagle Moving Group, Inc. will act on the behalf of the customer in resolving any claims or delay issues with the carrier. There are absolutely no guarantees made, expressed or implied regarding pack, load and/or delivery dates. IF PICKUP IS REFUSED BY THE CUSTOMER FOR ANY REASON, DEPOSIT IS FORFEITED. The date indicated as "1st available for delivery" is first date of the delivery window and not the promised delivery date. All estimated time of arrivals are subject to change depending on many factors such as traffic, weather conditions, unforeseen mechanical problems or unexpected delays. See the table below for an estimated delivery window:

0-500 Miles	1 - 8 Business Days
501 - 1500 Miles	2-14 Business Days
1501 - 2000 Miles	7 - 17 Business Days
2001 - 2500 Miles	8 - 21 Business Days
2501 - 3200 Miles	9 - 21 Business Days

NEW BINDING ESTIMATE: If on the day of the scheduled pick-up "it appears an individual shipper has tendered additional household goods or requires additional services not identified in the binding estimate, [the mover is] not required to honor the estimate." 49 CFR § 375.403(a)(6). However, if the MOVER wishes to service the shipment it must either (1) pickup and transport only the specific items and amount of cu.ft. itemized on this estimate without servicing / transporting the additional items of property. In this case the shipper would only be required to pay 100% of the binding estimate. Or (2) Carrier and shipper may execute a New Binding Estimate, in accordance with 49 CFR § 375.403(a)(6)(ii) PRIOR TO LOADING OR OTHERWISE BEGINNING THE JOB. This New Binding Estimate given prior to loading will serve as the only active estimate for which charges will be calculated. Warning: To avoid a scenario where a new estimate at a higher price is issued at the last minute on the date of pick up, it is imperative that customer provide the estimator with a complete and detailed itemization of each item to be moved. Leaving out any items to be moved or adding items at the last minute will result in a new estimate at a higher price on the date of pickup

AGREED MANDATORY CHOICE OF LAW, VENUE AND JURISDICTION. If a lawsuit becomes necessary to resolve any dispute between Eagle Moving Group, Inc., and shipper, said suit shall and must only be brought in circuit or county court in and for Palm Beach County, Florida. Suits involving disputed over interstate shipments must be limited to the governing federal law. Both parties agree to submit themselves to the jurisdiction of the Florida Courts and agree given the relationship to the state, such exercise is reasonable and lawful. Shipper consents to jurisdiction in Palm Beach County, Florida.

AGENTS: Carrier may use agents/independent sub-contractors on all orders. Additionally, unless customer purchased an "exclusive use of the vehicle" option, there is no guarantee that the property will not be temporarily stored or offloaded and reloaded onto a different vehicle then performed pickup and consolidated with other shipments.

CLAIMS: Eagle Moving Group, Inc. is not responsible for any acts or omissions of the carrier or its employees or agents. Customer agrees to exclusively pursue the carrier directly for all claims for property damage, including without limitation, any claims of damage to property, lost or stolen goods, delayed pickup or delivery, actions of estimators, drivers, packers, or movers, or other types of claims. Carrier shall not be liable for the loss or damage of the goods unless claim is made in writing supported by proof of ownership, value, and weight. As a condition precedent, all outstanding monies due for services must be paid in full before any claim can be made. Claims must be filed within 9 months of delivery or demand thereof is refused and must be limited to the destination descriptions of damages for each item on the inventory logs. All damages and missing items must be noted on the inventory logs. Damage indications must specify each item damaged at the time of delivery.

SUMMARY OF DISPUTE SETTLEMENT PROGRAM: Summary of dispute settlement program: The neutral arbitration program has been designed to give neither party any special advantage. If a dispute arises between Carrier and the shipper arbitration may be a mutually beneficial alternative to help resolve the dispute. Section 49 CFR Section 375.211 provides that a mover must have a program in place to provide shippers with an Arbitration alternative. Arbitration is optional and not required under Federal law. A. Summary of the arbitration process: Arbitration is an alternative to courtroom litigation. It provides each party to the dispute to present their cases and allows a neutral third party arbitrator to make decision as to the merits of each side's case. Arbitration subject to this agreement shall be conducted via written submission and, subject to the arbitrator's discretion, through telephonic appearance. After the initial filing fees have been paid and the arbitrator selected, the initiating party or "Claimant" must submit a written brief summarizing their legal position and factual claims. All supporting documentation must be included with the initial arbitration brief. Copies of all documents must be submitted to all parties involved in the arbitration. Upon receipt of the Claimant's arbitration brief and supporting documents, the responding party or "Respondent" will have 30 days to file their responsive arbitration brief and supporting documentation. Further deadlines and timetables are subject to the arbitrators discretion. B. Legal effects: If the arbitration alternative is chosen, then any decision made by the arbitrator may be binding. Additionally, an arbitration decision may not be appealed in a court of law. All parties agree that the Arbitrators decision will be based exclusively on the governing United States Federal Law without regard to conflicting State laws or regulations. C. Applicable costs: Each party is responsible for their own costs associated with arbitration. A benefit to the arbitration alternative may be that it is less expensive than traditional litigation. Each party is responsible for 50% of the costs associated with securing the arbitrator and 100% of their own expenses, including but not limited to attorney fees. There is a \$250 filing fee FOR EACH PARTY and a supplemental charge of \$50 administration fee. Call carrier at phone number on front of this form for ADR processing forms.

Notice of Maximum amount due upon delivery: Final charges will be based on actual weight or cubic feet/volume of property and services provided. Maximum amount demanded at time of delivery, prior to

unloading, is the amount of the non-binding estimate plus 10%; or 100% of the binding estimate. Actual charges may exceed the amount of estimate if additional services were ordered or required to be performed; if customer moved additional items, weight, or cubic feet; or if extra service options such as packing or storage were necessary.

NOTE: Customer has agreed to receive and subsequently received the FMCSA publications "Ready to Move? - Tips for a Successful Interstate Move" and "Your Rights and Responsibilities When you Move" via hyperlink and accessed the Federal consumer protection information in the Internet. Additionally, In accordance with 49 CFR § 371.113(c)(1), customer agrees to waive a physical survey of the household goods and alternatively agrees to receive a Binding Estimate based upon the customer provided item list of property to be transported and services ordered. The terms of this estimate and all services to be provided are subject to the carrier's tariffs, incorporated by reference and available for inspection upon reasonable request at the carrier's offices.

You further agree that your use of the e-signature feature of this E-Document constitutes an "electronic signature" as defined by the Electronic Signatures in Global and National Commerce Act ("E-Sign") and the Uniform Electronic Transactions Act ("UETA") and that you have formed, executed, entered into, accepted the terms of, and otherwise authenticated the terms specified herein for the use of the e-signature feature of this Electronic Document. You further acknowledge and agree that proceeding to use the e-signature feature of this Electronic Document email constitutes your full agreement to all terms and conditions contained herein and that such agreement is an "electronic record" for purposes of E-Sign, UETA, and the Uniform Computer Information Transactions Act and as such is completely valid, has legal effect, is enforceable, and is binding on, and non-refutable by you and the member on whose behalf you are acting, if different, as if it were any other duly executed paper contract.

By your use of the e-signature feature of this Electronic Emailed Document you are deemed to have read every record and document before electronically signing same. If you do not understand any record or document, then you agree to communicate directly with an appropriate agent of Eagle Moving Group, Inc. "EMG" concerning your understanding prior to your continued use of the e-signature feature of this Electronic Emailed Document. By your use of the e-signature feature of this Electronic Document, you consent to jurisdiction and venue in Palm Beach County, Commonwealth of Florida, for any dispute arising out of same, and you further agree that EMG shall be entitled to reasonable attorneys fees, including pre-litigation fees, for enforcement in any court of any of the terms and conditions contained herein.

Finally, you agree to immediately notify Eagle Moving Group, Inc. of any change in your e-mail address.

Click on the following links for "Your Rights and Responsibilities"

- ["Ready to Move" Brochure](#)
- ["Your Rights & Responsibilities"](#)

Articles List: 61 Items, 176 Pieces

Qty	Items	Qty	Items	Qty	Items
	General		Living Room	3	TV FLAT SCREEN 30-48
20	BOX, LARGE (4.5 CF) 18X18X24	1	CHAIR, RECLINER	1	TV STAND (REGULAR)
33	BOX, MED (3.0 CF) 18X18X16	1	DESK, SMALL		Garage

35	BOX, SMALL (2.0 CF) 16X12X12	1	OTTOMAN, LG.	1	CHEST, CEDAR
5	PLASTIC BIN, LG.	1	OTTOMAN, SM.	1	DOLLY
	Master Bedroom	1	RECLINER	1	LEAF BLOWER
1	BED, FOOTBOARD	1	SIDE TABLE	1	LG, ROLLING TOOL CHEST
1	BED, LARGE HEADBOARD	1	SOFA TABLE	1	PUSH LAWN MOWER
1	BED, PLATFORM	1	SOFA, 2 LOVESEAT	1	SM, GENERATOR
2	BOOKCASE, MED	1	TV FLAT SCREEN 61-75	1	STEP LADDER
1	MATTRESS KING		Basement	1	TABLE SAW W/STAND
2	TABLE, END	6	CHAIR, DINING	1	TENT SMALL
	Bedroom #2	1	CHAIR, OFFICE,(LG.)	1	TOOLS GARDEN
1	BENCH, SMALL	2	CHAIR, ROCKER	1	WOOD WHEEL BARROW
1	DRESSER, DOUBLE	4	CLOTHING BAGS		Patio/outside
1	MATTRESS DOUBLE/QUEEN	1	DINING TABLE	1	BARBECUE GRILL, MEDIUM
1	METAL BED FRAME	1	EXERCISE BIKE	2	BIRD BATH
1	STORAGE CHEST	2	METAL BUNK BED FRAME	2	CHAIR, ARM
1	TABLE, END	6	RUG 5X7	1	CHAIR, ROCKER
1	VACUUM CLEANER	1	RUG 8X10	2	LAWN CHAIR
1	WALL DECOR	3	SINGLE MATTRESS	1	LAWN JOCKEY, CEMENT
		1	STUFFED CHAIR, SM	1	ORNAMENTAL PELICAN
		2	TABLE, END	2	WOOD CHAIR
				1	WOOD TABLE

Click [Online Electronic Signature](#) to confirm your move.

Scott Rosenberg
Company Representative

10/18/2023
Date

If you no longer wish to receive emails from Eagle Moving Group Inc, please click on [unsubscribe](#)

EXHIBIT B

October 23, 2023, Home & Office Bill of Lading

NAME:	John Vetne
ADDRESS:	322 Harry Heights Rd
CITY/STATE/ZIP	Bluefield, WV 24701
PHONE:	12072656197

NAME:	John Vetne
ADDRESS:	3 Jane Ln
CITY/STATE/ZIP	Bristol, RI 02809
PHONE:	12072656197

Agent name:	Address:	Phone:	US DOT#:
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A. FORM / TERMS OF PAYMENT:

Upon booking a 30% deposit is required to be paid in the form of credit card (Visa, Mastercard), cashier's check, cash. Prior to pickup 50% of the balance is due in the form of Cash, money order, certified check. At delivery the balance is due prior to unloading in the form of Post Office Money Order or Cash only. Home & Office Movers reserves the right to collect up to 80% of balance due prior to the goods leaving the origin state. **PAYMENT IN FULL OF TOTAL CHARGES IS REQUIRED BEFORE THE DELIVERY TRUCK IS OPENED AND BEFORE UNLOADING.**

Customer's signature	Date
John Vetne	10/23/2023

B. TOTAL ESTIMATED CHARGES AND MINIMUM CHARGES:

By this reference bill of lading and estimate and all their terms, conditions, and estimated charges are combined and incorporated by reference in accordance with 49 CFR §375.505(b)(17). The total estimated charges for service is not a guarantee of the final total actual charges - which may increase or decrease based upon actual services performed, quantity of items shipped, accessororial services, destination services, and/or weight of shipment. Carrier may use agents/independent sub-contractors on all orders. Unless customer purchased an "exclusive use of the vehicle" option, there is no guarantee that the property will not be temporarily stored or offloaded and reloaded onto a different vehicle then performed pickup and consolidated with other shipments or transported by a subcontractor.

TOTAL ESTIMATED CHARGES:	\$ 7719.35
Estimates are not guaranteed per 49 CFR § 375.403(6)	
MINIMUM Cu.Ft. / lbs.:	1245 cf.
TOTAL MINIMUM CHARGE:	\$ 3,914.35

C. OPTIONAL ACCESSORIAL SERVICES ORDERED:

☐ STORAGE	☐ SHUTTLE	☐ STAIRS
☐ MOTORCYCLE	☐ LONG CARRY	☐ PIANO
☐ FULL VALUATION	☐ EXTRA INSURANCE	☐ BULKY
☐ OTHER:	☐ P.G.S pickup/delivery \$	

D. DISCLOSURES AND AGREED TERMS FOR DELIVERY:

Packing materials/labor are not included and will be charged extra per items ordered on the packing materials list. All charges including additional services will be charged based on the full tariff rates.

Filing of claims: Home & Office Movers shall not be liable for the loss or damage of the goods unless claim is made in writing supported by proof of ownership, value, and weight. All outstanding monies due to carrier must be paid in full before any claim can be made. Claims must be filed within 9 months of delivery or demand thereof is refused and must be limited to the destination descriptions of damages for each item on the inventory logs.

Special Services: Shipper will be notified of final charges prior to delivery and while in transit. On interstate moves an 18 wheeler may be used to deliver the property. If destination address does not have access for an 18 wheeler the shipper will be required to pay for shuttle service. Full re-handling/delivery fees are applied when Home & Office Movers must make a second attempt to deliver the property if for any reason the shipper did not accept delivery on the first attempt. For all estimates there may be additional charges for flights of stairs, elevators, extra drop-offs or pick-ups, re-delivery, long carries, and shuttles for residences in restrictive areas.

E. NOTICE OF AGREED PICK UP AND DELIVERY PERIODS:

Guaranteed pickup and delivery dates are an optional service available for purchase. Pickup and delivery dates are not guaranteed unless the optional Premium Guaranteed Service (P.G.S.) is purchased. In compliance with 49 CFR Section 375.505(b)(6) the non-guaranteed **Standard Service (S.S.) delivery "period of time" is up to thirty (30) business weekdays, not including storage time, beginning on the first date indicated as available for delivery (not the date of pickup).** The date above indicated as "1st available for delivery" is first date of the delivery period of time and not the promised delivery date. Per diem delay rate is \$30.00 (thirty dollars) per business weekday. Business days do not include holidays or weekends. Unless P.G.S. is purchased, estimated delivery period is up to thirty business days from date indicated as first available for delivery.

SIGN AT LEAST 3 DAYS BEFORE PICKUP DATE:

I acknowledge I have read and agree to all the terms and conditions on both sides of this bill of lading contract. I have received the arbitration information and the booklet: Your Rights and Responsibilities When you Move and pamphlet Ready to Move. I agree to pay for the total

SUMMARY OF ACTUAL CHARGES/RECEIPT:

WEIGHT CHARGES:			
Base:	lbs. @ \$	per lbs.	\$
Additional:	lbs. @ \$	per lbs.	\$
Additional:	lbs. @ \$	per lbs.	\$
CUBIC FEET CHARGES:			
Base:	cu.ft. @ \$	per cu.ft.	\$
Additional:	cu.ft. @ \$	per cu.ft.	\$
Additional:	cu.ft. @ \$	per cu.ft.	\$
HOURLY CHARGES:			
Part One:	Start Time	End time	Hours
Part Two:	Start Time	End time	Hours
hrs.	men	Trucks @ \$	/hr. \$
hrs.	men	Trucks @ \$	/hr. \$
PACKING MATERIALS AND LABOR:			
Total material and Packing (see attached materials price list):			\$
Full Packing Service:			\$
Other:			\$
OTHER SERVICES:			
Fuel surcharge:			\$
Stairs:	\$	origin \$	destination \$
Long Carry:	\$	origin \$	destination \$
Shuttle:	\$	origin \$	destination \$
Misc. Bulky Item:			\$
Split pickup/delivery or extra stop-off			\$
P.G.S. pickup/delivery service:			\$
Valuation at \$0.60 per pound per item:			INCLUDED FREE
Other:			\$
STORAGE CHARGES:			
Days @ cu.ft.		@ \$	per cu.ft. per mo. \$
Other:			\$

Notice of Maximum amount due upon delivery: Final charges will be based on actual weight or cubic feet of property and services provided or time. Maximum amount to be paid to Home & Office Movers and demanded at destination is the amount of the last issued non-binding estimate plus 10%; or 100% of the last binding estimate issued; plus post contract services; any remaining balances due will be billed after 30 days of delivery. **Payment in full of all charges is due before unloading.** Fees for post contract services must be paid in advance of delivery and prior to unloading. **Conversion formula:** Conversion from weight to cubic feet, or vice versa, be a multiple of 7 to perform the calculations for the total charges.

SUMMARY OF CHARGES:	
GRAND TOTAL:	\$
PARTIAL PAYMENT:	\$
PARTIAL PAYMENT:	\$
	\$
	\$
BALANCE DUE:	\$
	\$
PRICE ADJUSTMENT:	\$
NEW BALANCE DUE IN 30 DAYS:	\$
DELIVERY ACKNOWLEDGEMENT:	

Shipper hereby acknowledges that the shipment was received in apparently good condition **except** as noted on the inventory list. Shipper acknowledges that all the

extraordinary value unless such articles of value were agreed to in writing and unless the shipper assumes additional valuation charges, as indicated thereon. Home & Office Movers shall not exceed the cost of repairing or replacing the property lost or damaged with material of like kind and quality not exceeding actual cash value of the property at the time and place loss with regard to sets or matched pieces shall be limited to repair or replacement whichever is less of the lost or damaged pieces only, and shall not extended to repair, replacement or recovering the entire set, but in no event to exceed the released or declared values as indicated. Home & Office Movers shall not be liable for loss or damage occurring after the property has been delivered. When the carrier is directed to unload or to deliver property (or render any services) at a place or places at which the shipper or its agents is not present the property shall be at the risk of the shipper after unloading or delivery. Where the carrier is directed to load property from (or render any services at) a place or places at which the shipper or its agent is not present property shall be at the risk of the shipper before loading or after shipper signed the inventory list.(b) Should the shipper not declare a specified value and not pay the additional valuation charge thereon then the shipper hereby agrees to the carrier's liability is limited to a maximum of \$0.60 per pound per article. When the shipment has been released to the carrier at the value not exceeding \$0.60 per pound per article as per declaration of the value on the face hereof, it is agreed that said property be moved packed, shipped, forwarded, or otherwise, handled with the carrier's liability specifically limited to \$0.60 per pound per article. Home & Office Movers shall be liable only for its failure to use ordinary care and only on the basis of the shipper's declared valuation of the goods. Home & Office Movers shall not be responsible with respect to damage, loss, or decay caused by acts of God or the public enemy war insurrection, strikes, labor trouble, riots, fire, earthquake, nature of the property or defects or inherent vice therein deterioration by time, moths, termites, or other insects, vermin, rodents, wear and tear, leakage, fire or any cause beyond the carrier's control or any other cause unless such damage results from the carrier's control. Home & Office Movers is not responsible for mechanical or electrical function or any article such, as but not limited to piano, radio, television set, DVD player, computer, VCR, barometer, refrigerator, clock, air conditioner, or other instrument or appliance whether or not such articles are packed or unpacked by Home & Office Movers.

SECTION 2: Form of Payment: Upon booking a 30% deposit is required to be paid in the form of credit card (Visa, Mastercard), cashier's check, cash. Prior to pickup 50% of the balance is due in the form of Cash, money order, certified check. At delivery the balance is due prior to unloading in the form of Post Office Money Order or Cash only. Home & Office Movers reserves the right to collect up to 80% of balance due prior to the goods leaving the origin state.

SECTION 3. Summary of dispute settlement program: The neutral arbitration program has been designed to give neither party any special advantage. If a dispute arises between Home & Office Movers and the shipper arbitration may be a mutually beneficial alternative to help resolve the dispute. Section 49 CFR Section 375.211 provides that a mover must have a program in place to provide shippers with an Arbitration alternative. Arbitration is optional and not required under Federal law. **A. Summary of the arbitration process:** Arbitration is an alternative to courtroom litigation. It provides each party to the dispute to present their cases and allows a neutral third party arbitrator to make decision as to the merits of each side's case. Arbitration subject to this agreement shall be conducted via written submission and, subject to the arbitrator's discretion, through telephonic appearance. After the initial filing fees have been paid and the arbitrator selected, the initiating party or "Claimant" must submit a written brief summarizing their legal position and factual claims. All supporting documentation must be included with the initial arbitration brief. Copies of all documents must be submitted to all parties involved in the arbitration. Upon receipt of the Claimant's arbitration brief and supporting documents, the responding party or "Respondent" will have 30 days to file their responsive arbitration brief and supporting documentation. Further deadlines and timetables are subject to the arbitrator's discretion. **B. Legal effects:** If the arbitration alternative is chosen, then any decision made by the arbitrator may be binding. Additionally, an arbitration decision may not be appealed in a court of law. All parties agree that the Arbitrators decision will be based exclusively on the governing United States Federal Law without regard to conflicting State laws or regulations. **C. Applicable costs:** Each party is responsible for their own costs associated with arbitration. A benefit to the arbitration alternative may be that it is less expensive than traditional litigation. Each party is responsible for 50% of the costs associated with securing the arbitrator and 100% of their own expenses, including but not limited to attorney fees. There is a \$250 filing fee FOR EACH PARTY and a supplemental charge of \$50 administration fee. Call carrier at phone number on front of this form for ADR processing forms.

SECTION 4: Valuation of coverage: We encourage you to purchase third party full replacement value coverage. Option 1: Replacement: Under this option, the mover is liable for the replacement value of lost or damaged goods (as long as it doesn't exceed the total declared value of the shipment). If you elect to purchase full value protection, and your mover loses, damages or destroys your articles, your mover must repair, replace with like items, or settle in cash at the current market replacement value, regardless of the age of the lost or damaged item. The amount of the deductible will affect the cost of your FVP coverage. Unless you specifically agree to other arrangements, the mover must assume liability for the entire shipment based upon this option. Option 2 (FREE): Limited Liability: As a licensed carrier with the U.S. D.O.T. we are required to provide limited liability coverage at no charge to the customer. Under this option, the maximum liability is limited to \$0.60 per pound per article, for all items indicated as damaged or missing at time of delivery on the inventory logs. Failure to indicate damage at time of delivery will waive carrier's liability. Under both of these liability options, movers are permitted to limit their liability for loss or damage to articles of extraordinary value, unless you specifically list these articles on the shipping documents. An article of extraordinary value is any item whose value exceeds \$100 per pound (\$220 per kilogram). Valuation of claims will be based on the AMSA Joint Military/Industry Table of weights and depreciation guide.

SECTION 5: Maximum period of time to file a claim or bring civil action: Shipper has a maximum period of nine months to from the date of delivery to file a claim for loss or damages. Additionally, Shipper has a maximum of two years to bring a civil action against the carrier and/or its agents. See 49 Section 14706(e)(1).

SECTION 5: Exceptions to Carrier Liability. Liability of Home & Office Movers notwithstanding the minimum valuation of \$0.60 per pound per article and in compliance with and subject to the limitations and provisions of 49 CFR Section 375.701(a): Neither the Carrier nor the Vessel shall be responsible for loss or damage arising or resulting from (a) Act of God; (b) Act of War; (c) Act of public enemy; (d) fire, unless caused by the actual fault or privity of the Carrier; (e) perils, dangers and accidents of the sea or other navigable water; (f) inherent defect, quality or vice of the goods; (g) goods packed by

services are available: Standard Service or Premium Guaranteed Service. Premium Guaranteed service on or between agreed dates is an optional service that is available to you at an additional cost. This optional extra service guarantees that your shipment will be picked up, transported to the destination and delivered on specific guaranteed dates. If the mover fails to provide the service as agreed, you are entitled to be compensated at a predetermined amount or a daily rate (per diem of \$30.00) regardless of the expense you actually might have incurred as a result of the mover's failure to perform. Absent selecting and paying for the optional extra service guaranteeing specific pick up and delivery dates, the mover is only required to pick up and deliver your property with reasonable dispatch and in a reasonable time under Standard Service. Generally, estimated delivery is up to 21 (twenty one) business days from date indicated as first available for delivery. Any oral promises made regarding delivery or pick up dates and times are mere estimates. We guarantee delivery to take place within 30 business weekdays day of the date first available for delivery. (time calculations exclude weekends, holidays, and days in storage) Any changes to your order will extend this time. This time frame may change based on the time of year, weather conditions, road conditions, other acts of God, delivery schedule, geographic location of the move and other unknown factors. Business days do not include holidays or weekends.

SECTION 8: Notice of Maximum amount due upon delivery: Final charges will be based on actual weight or cubic feet/volume of property and services provided. Maximum amount demanded at time of delivery is the amount of the non-binding estimate plus 10% - 110% rule; or 100% of the binding estimate. Shipper may voluntarily pay total actual charges upon delivery. Actual charges may exceed the amount of estimate.

SECTION 9: Definitions: "Carrier" is the moving company and its agents, contractors, employees, and representatives. "Shipper" is the customer who engaged the carrier to perform interstate domestic moving services.

SECTION 10: Interest: a charge of 1.5% per month or fraction thereof (18% per annum) shall be added to all delinquent accounts. Furthermore, the shipper shall be responsible for all charges Home & Office Movers incurred as a result of attempting collection. This includes but is not limited to, attorney fees, fees for collection agent and court costs.

SECTION 11: AGREED MANDATORY CHOICE OF LAW, VENUE AND JURISDICTION. If a lawsuit becomes necessary to resolve any dispute between Home & Office Movers and shipper, said suit shall and must only be brought in circuit or county court in and for Montgomery County, Maryland. Suits involving disputed over interstate shipments must be limited to the governing federal law. Both parties agree to submit themselves to the jurisdiction of the Maryland Courts and agree given the relationship to the state, such exercise is reasonable and lawful. Shipper consents to jurisdiction in Montgomery County, Maryland and hereby waives the right to be served within the State of Maryland.

SECTION 12: Waiver of class action suits. The parties hereby waive any participation or involvement in any class action lawsuits against carrier or shipper.

SECTION 13: Reasonable Attorney Fees: In the event litigation is necessary, the carrier shall recover from shipper any and all reasonable attorney fees and administrative costs and court costs incurred as a result of the litigation. Lawsuits brought against the shipper on collection matters for failure to pay an outstanding balance due are not subject to the jurisdiction requirements under section 11 herein.

SECTION 14: Carrier's lien (a) it is agreed that Home & Office Movers shall have a lien against any and all property tendered to it heretofore or hereafter tendered to it, and on the proceeds from the sale thereof for all charges provided herein, including without limitation claims for moneys, advanced storage, transportation, interest labor and all other charges or expenses in relation to said property or any part thereof, and also for court costs, reasonable attorney's fees and other legal expenses incurred by the carrier as a result of any litigation in which the carrier may be involved in connection with the tendered goods as any and all other charges and expenses for notice and advertisement of sale of the property when default has been made also for all costs inclusion of court costs reasonable attorney fees in collection charges or enforcing this lien or caused for any controversy arising out of conflicting claims of ownership of any interpleaded action arising from the bailment of the goods or defending itself in the event the carrier is made a party to any litigation concerning the goods involved therein. If for any reason other than the fault of the carrier delivery cannot be made at the address given as the destination of which carrier has been notified, carrier at its option, may cause tariff and other lawful charges. Articles contained in shipment to be stored in a warehouse selected by it at the point of delivery or at other available points, at the costs of owner, and subject to a lien for all accrued charges.

SECTION 15: Severability: If any part of this contract is found to be unlawful or invalid, the remaining terms and conditions shall still be enforceable.

SECTION 16: Ownership of goods: Shipper has represented and warranted to Home & Office Movers that it has lawful possession of any legal right and authority to tender all of the property herein described and that there are and will be no liens, mortgages or encumbrances on said property superior or adverse to the legal right and authority of shipper to contract for services and id there be any litigation concerning the property, the shipper agreed to pay all storage and other charges together with costs and expenses, including reasonable attorney's fees which this carrier may reasonably incur or become liable to pay in connection there with. This carrier shall have a lien on said property for charges and for such costs and expenses. Shipper agrees to indemnify Home & Office Movers with regard to any costs and expenses that may occur including but not limited to attorney's fees, with regard to a claim of ownership and/or possession made by any third party with regard to the goods specified herein.

SECTION 17: New Binding Estimate: In accordance with 49 CFR § 375.403(a)(6)(ii) and/or 49 CFR § 375.405(b)(7)(ii): If on the day of the scheduled pick-up "it appears an individual shipper has tendered additional household goods or requires additional services not identified in the binding estimate, [the mover is] not required to honor the estimate." 49 CFR § 375.403(a)(6). However, if the Home & Office Movers wishes to service the shipment it must either (1) pickup and transport *only* the specific items and amount of cu.ft. itemized on this estimate without servicing / transporting the additional items of property. In this case the shipper would only be required to pay 100% of the binding estimate and the remaining balance will be billed after the 30 day deferment. Or (2) Carrier and shipper may execute a New Binding Estimate, in accordance with 49 CFR § 375.403(a)(6)(ii) **PRIOR TO LOADING OR OTHERWISE BEGINNING THE JOB.** This New Binding Estimate given prior to loading will serve as the only active estimate for which charges will be calculated. Warning: To avoid a scenario where a new estimate at a higher price is issued at the last minute on the date of pick up, it is imperative that customer provide the estimator with a complete and detailed itemization of each item to be moved. Leaving out

EXHIBIT C

October 24, 2023, Bill of Lading, page 1, in three photographs.

WATTS HEIGHTS
WILMINGTON, DE 19703
2826197

DATE 12/16/81

FOR PAYMENT

A receipt is required to be sent in the form of cash and
teacher's check. One is within 30% of the
known of Cash. Money order, cashed check, or money
order is acceptable in the form of Cash Office Money Order
if Office Money Order. The right to return up to 30%
to the goods leaving the shop. **PAYMENT IN
CASH IS REQUIRED BEFORE THE DELIVERY TRUCK
DEPARTS THE SHOP.**

John Vitale 107/ (7707)

EXTRA CHARGES AND MINIMUM CHARGES

Flaming and animals and all new items, conditions
are contained and inspected by reference to
it 3375 NOLAN ST. The total minimum charge for
one of the first two actual charges, which may
and upon actual service performed, variety of
of services, machinery services, within range of
the equipment, sub-contractors, all at
purchased on "exclusive use of the vehicle" option.
at the property will not be temporarily stored or
be a different vehicle than performed pickup and
delivery or transported by a subcontractor.

ED CHARGES:	\$ 7719.75
CU. FL. / lbs.:	11 3245 cf.
IM CHARGE:	\$ 3,914.35

ADDITIONAL SERVICE ORDERED

- ☐ SHUTTLE ☐ STAIRS
- ☐ LONG CARRY ☐ HAND
- ☐ EXTRA INSURANCE ☐ BLANKY

SUMMARY OF ACTUAL CHARGES SUBJECT 21

WEIGHT CHARGES			
Item	No.	Wt. (lb.)	Rate
Actual	1245	3.30	4.108
Actual	1055	3.30	3.481
CUBIC FEET CHARGES			
Item	No.	Wt. (lb.)	Rate
Actual	1245	3.30	4.108
Actual	1055	3.30	3.481
HOURLY CHARGES			
Part One	Start Time	End Time	Rate
Part Two	Start Time	End Time	Rate
Item	No.	Wt. (lb.)	Rate
Item	No.	Wt. (lb.)	Rate
PACKING MATERIALS AND LABOR			
Total material and Packing Unit attached amount plus tax			11,750.00
Full Packing Service			
Total			
OTHER SERVICES			
Fuel surcharge 10%			759.00
Item	No.	Wt. (lb.)	Rate
Long Carry	No.	Wt. (lb.)	Rate
Short	No.	Wt. (lb.)	Rate
Max. Bulky Item			1,000.00
Total per unit of 1000 lbs.			

ESTIMATED CHARGES AND MINIMUM CHARGES:
 This list of charges and minimums are listed as their terms, conditions, charges are combined and incorporated by reference in to all of our contracts (375)(17). The total estimated charges for a guarantee of the final total actual charges - which may include additional services, destination services, and/or weight of items may vary. Agreements on sub-contractors on all estimates purchased on "exclusive use of the vehicle" option, states that the property will not be temporarily stored or loaded onto a different vehicle than performed pickup and other shipments or transported by a subcontractor.

ESTIMATED CHARGES: \$ 7719.35
 (estimated per 49 CFR § 375.403(d))
MINIMUM Cu.Ft. / lbs.: 1245 cf.
MINIMUM CHARGE: \$ 3,914.35

ACCESSORIAL SERVICES ORDERED:
☐ SHUTTLE ☐ STAIRS
☐ LONG CARRY ☐ PIANO
☐ EXTRA INSURANCE ☐ BULKY
☐ P.G.S. pickup/delivery \$

AND AGREED TERMS FOR DELIVERY:
 are not included and will be charged extra per item on materials list. All charges including additional based on the full tariff rates.
 & Office Movers shall not be liable for the loss or less claim is made in writing supported by proof of sight. All outstanding monies due to carrier must be paid in full. Claims must be filed within 90 days of the date of delivery and must be limited to the actual value of each item on the inventory logs.
 or will be notified of final charges prior to delivery. Interstate moves an 18 wheeler may be used to destination address does not have access for an 18 wheeler to pay for shuttle service. Full payment is required when Home & Office Movers must make the property if for any reason the shipper did not attempt. For all estimates there may be additional charges, elevators, extra drop-offs or pick-ups, re-routes for residences in restrictive areas.

PICK UP AND DELIVERY PERIODS:
 Every date is an optional service available for every date is not guaranteed unless the optional P.G.S. is purchased. In compliance with 49 CFR the non-guaranteed Standard Service (S.S.) is up to thirty (30) business weekdays, not beginning on the first date indicated as the date of pickup. The date above indicated is first date of the delivery period of time and Per diem delay rate is \$30.00 (thirty dollars) 30 days do not include holidays or weekends. The estimated delivery period is up to thirty days as first available for delivery.

DAYS BEFORE PICKUP DATE:
 and agree to all the terms and conditions of lading contract. I have received the booklet: Your Rights and Responsibilities Ready to Move. I agree to pay for the total approved the total estimated charges prior to pickup.

Signature: J. Vetre Date: 10/23/2023
 Signature: [Signature] Date: 10/24/23

HOURLY CHARGES:
 Part One: Start Time: End Time: Hours:
 Part Two: Start Time: End Time: Hours:
 hrs min Trucks @ \$ /hr \$
 hrs min Trucks @ \$ /hr \$
PACKING MATERIALS AND LABOR:
 Total material and Packing (see attachment materials price list) \$ 1,750.00
 Full Packing Service: \$
 Other: \$
OTHER SERVICES:
 Fuel surcharge: 10% \$ 759.00
 Stairs: \$ origin \$ destination \$
 Long Carry: \$ origin \$ destination \$
 Shuttle: \$ origin \$ destination \$
 Misc. Bulky Item: \$ 1,000.00
 Split pickup/delivery or extra stop-off: \$
 P.G.S. pickup/delivery service: \$
 Valuation at \$0.60 per pound per item: INCLUDED FREE
 Other: BEF \$ 4,600.00
STORAGE CHARGES:
 Days @ cu.ft. @ \$ per cu.ft. per mo. \$
 Other: AAA/First Responder \$ 6,400.00

Notice of Maximum amount due upon delivery: Final charges will be based on actual weight or cubic feet of property and services provided or time. Maximum amount to be paid to Home & Office Movers and demanded at destination is the amount of the last issued non-binding estimate plus 10% or 100% of the last binding estimate issued, plus post contract services; any remaining balances due will be billed after 30 days of delivery. **Payment in full of all charges is due before unloading.** Fees for post contract services must be paid in advance of delivery and prior to unloading. **Conversion formula:** Conversion from weight to cubic feet, or vice versa, be a multiple of 7 to perform the calculations for the total charges.

SUMMARY OF CHARGES:	
GRAND TOTAL:	\$ <u>14,299.00</u>
PARTIAL PAYMENT: <u>Deposit</u>	\$ <u>-3,805.00</u>
PARTIAL PAYMENT:	\$
<u>Paid by Cash on 10/24/23</u>	\$ <u>5,247.00</u>
	\$
BALANCE DUE:	\$ <u>5,247.00</u>
	\$
PRICE ADJUSTMENT: <u>butece</u>	\$ <u>0000</u>
NEW BALANCE DUE IN 30 DAYS:	\$

DELIVERY ACKNOWLEDGEMENT:
 Shipper hereby acknowledges that the shipment was received in apparently good condition except as noted on the inventory list. Shipper acknowledges that all the services that were ordered have been performed, have been fully satisfied, and the truck was inspected and nothing has been left behind. Shipper and/or agent has full authority to accept the shipment and enter into this agreement.

Customer's signature at delivery: Karinci Vetre Date: 10/12/23
 Home & Office Movers signature at delivery: [Signature] Date: 10/26/23

Cash from J. Vetre: [Signature]

EXHIBIT D

October 24, 2023, Packing Materials Charges and Order Form

Home & Office Movers
 1332 Londontown Blvd, 108F
 Sykesville, MD 21784
 Customer Care: 443-819.2342
 CS.homeofficemovers@gmail.com
 US DOT No.: 3415437
 ICC/MC No.: 1102472



Order No.: **E3988552**
 Pick Up Date: **10/24/23**
 1st date available for delivery: **10/26/23**

PACKING MATERIALS CHARGES and ORDER FORM

Shipper/agent name:

John Vetne

Packing Material Description	Qty.	Price Per Item	Total	Qty.	Packing price	Total	Qty.	Unpacking price	Total
BOOK BOX		\$4.00			\$12.00			\$0.95	
SMALL LINEN BOX	1	\$4.50	4.50	1	\$15.50	15.50		\$1.45	
LARGE LINEN BOX		\$6.00			\$17.50			\$1.65	
WARDROBE BOX	4	\$15.00	60	4	\$10.00	40		\$0.95	
MATTRESS COVER, TWIN		\$12.00			\$10.00			\$2.50	
MATTRESS COVER, FULL		\$12.00			\$10.00			\$2.50	
MATTRESS COVER, QUEEN		\$15.00			\$10.00			\$2.50	
MATTRESS COVER, KING		\$18.00			\$10.00			\$2.50	
PICTURE BOX	12	\$10.00	120	12	\$15.00	180		\$2.50	
MIRROR BOX		\$12.00			\$15.00			\$2.50	
PACKING PAPER		\$30.00							
BUBBLE WRAP		\$30.00			\$30.00			\$30.00	
SHRINK WRAP	15	\$30.00	450	15	\$30.00	450		\$30.00	
TAPE PER ROLL		\$4.00							
MOVING BLANKET SALE		\$30.00							
CRATE SMALL		\$12.00			\$13.00			\$2.50	
CRATE MEDIUM	1	\$15.00	15	1	\$15.00	15		\$2.95	
CRATE LARGE	1	\$15.00	15	1	\$20.00	20		\$2.95	
DISH BOX	7	\$12.00	84	7	\$23.00	161		\$3.95	
MATTRESS BOX (1 UNIT)		\$18.00			\$4.95			\$2.50	
LAMP BOX		\$8.00			\$12.00			\$1.95	
COMMERCIAL BIN BOX		\$25.00			\$4.95			\$2.50	
OTHER									
Glass Top Table						8.50			
Sub Total:			748.5	Sub Total:		931.50	Sub Total:		

The packing material descriptions reflect the materials used in packing. The descriptions are not indicative of the items actually packed with the materials, as a variety of items may be packed with the indicated materials - for example, a "book box" is not used exclusively for books. "Crate" or "crating" service/material does not refer to a wooden crate, but rather cut cardboard used to form fit around items. Unpacking is not included in the charges and can be purchased at an additional charge. Riddance and disposal of materials used in packing is the responsibility of the consumer shipper and is not included in the services of mover. Final determination of materials used cannot be determined until services have been completed. You will be notified of final charges prior to delivery and while in transit. Home & Office Movers is authorized to use necessary packing materials. Items packed by shipper may be re-packed or placed into additional containers to ensure efficient cargo space on the transit vehicle. All charges including additional services will be charged based on Home & Office Movers full tariff rates. The undersigned shipper and/or agent has full authority to order services and enter into this agreement and approves and agrees to pay for the materials and labor charges itemized and charged above.

Total	1679.50
Discount	30.27
Tax	100.77
Grand Total	1750.00

Shipper/Agent/Representative:

X

Date:

X

10-24-23

Home & Office Movers:

X

Date:

X

10/24/23

EXHIBIT E

October 26, 2023, 5 photographs of shipment, truck, and packed Contents: (1) Fully-loaded truck, Md. License plate # 5ER7791, on arrival at Bristol 10-26-2 3 with open back door showing unused space within the truck, (2) Partially-unloaded truck showing inventory of H & O's unused packing boxes on truck; (3) 2-piece tool cabinet in shrink wrap applied by H & O; (4)-(5) a small lampshade and a duffle bag loosely packed in large boxes by H & O.











EXHIBIT F

Home & Office Tariff, as provided by H & O to Complainant on
August 22, 2024, by email attachment.

Vetne v Home & Office STB Dkt. NOR -42182



Home & Office Movers

- Professional Interstate Moving Service •

Professional Movers Interstate Domestic Household Goods

TARIFF

and modified in accordance with the rates, terms,
and conditions set by the publishing motor carrier.

Home & Office Movers
9304 Piney Branch Road #T12
Silver Spring, MD 20903
Tel: 410-357-3107

US DOT No. 3415437 • ICC/MC No. 1102472

Effective Date: ____/____/____

Law Offices of Michael Garcia
11627 Fri Camino Real, Suite 100 - San Diego, California 92130
Tel: (877) 299-0050 Fax: (877) 845-6048 www.michaelgarcialaw.com

How to use this tariff and print out a hard copy of the schedule of rates for services and other information:

Tariff rates apply to line haul and accessorial services, must NOT be randomly or individually discounted. Motor carriers may not charge or receive different rates/prices for service other than the rates/prices specified in the tariff. This includes offering a discount or returning part of the rate to a customer. However, amendments or changes to tariff rates/prices, properly documented, may be used to change the rates/prices for services; this is the only form of "discounting" that may be permissible. Under this method careful record keeping must be used to follow the law. (49 USC section 14702(a)(3)). Each time you adjust a term or rate in the tariff you must document the change and effective date.

Table of Contents

Item No.	Description	Page No.
-	Introduction	1
-	Application of Interstate Services	1
-	Notice of Availability of Tariff	1
-	Rules, services, and limited liability of an interstate broker	7
-	Tariff Compliance and Updates	9
-	Anti-Trust guidelines	9
-	Important Legal Information	10
101	Transportation and line-haul charges	11
102	Weighing and weights	11
103	Additional weight: cubic feet over the estimate	11
104	Trawl surcharge	12
201	Additional or Special Services	12
202	Space Reservation	12
203	Origin and Destination surcharges	13
204	Warehouse pickup and delivery	13
205	Accessorial and other bulky items	13
206	Rigging, hoisting, or lowering	13
207	Disassembling and Reassembling	13
208	Guaranteed Pickup or delivery	14
209	Shipment Consolidation and Exclusive use of space	14
210	Expedited Service or rush	14
301-304	Valuation	14-17
401	Filing of claims	17
402	Depreciation factor of claims for lost or damaged items	18
403	Claims procedures	18
501	Pickup and delivery schedule	19
601	Are written estimates required for each move?	20
602	Is the estimate a contract?	20
603	What types of estimates are allowed?	20
604	Are verbal or loose estimates required?	21
605	Waiver of on-line estimate and exception	21
701(A)	Non-binding estimates	21
701(B)	Binding estimates	22
801	On-site New Estimate	24
901	Do motor carriers need to determine the weight of a shipment?	24
902	How must motor carriers determine the weight of a shipment?	25
903	May individual consumer shippers observe the weighing?	25
904	Do motor carriers need weight tickets?	25
905	Legal requirements for weight certificates	25
906	FRED: Re-weighing	26
1001	Summary of dispute resolution program	27
1101	Articles Packed by Owner and other limitations of liability	28
1102	Notice of Loss/Damage; Time Bar	29
1103	Exceptions to Carrier Liability	29
1201	Stop-offs	30
1202	Use of Agents or subcontractors	30
1301	Power of attorney for designation of shipper's agent	30
1302	Sample text of power of attorney	31
1401	Carrier's Lien and Auctions	32
1402	Terms and conditions of Lien	32

1403	Ownership of goods	32
1501	Impracticable Operations:	33
1502	Explosives and other Dangerous Articles:	33
1503	Disclosure of items of extraordinary value:	33
1601	Waiver of class action suits:	34
1602	Reasonable Attorney Fees:	34
1603	Confidentiality:	34
1701	Classification of Parts or pieces of a complete article:	34
1702	Insurance:	34
1703	Interest charges:	34
1704	Compensation:	34
1705	Entire agreement/Severability:	35
1706	Servicing Special Articles:	35
1707	Deposit Refund and Cancellation fee:	35
1801	Post Contract Services:	35
1901	Storage in Transit:	36
1902	Time for Storage in Transit:	36
1903	STT conversion to permanent storage:	36
2001	Packing Materials:	37
2101	Authorization to use services of an interstate broker:	37
2102	Contract requirement for brokers and motor carriers:	38
2201	Definitions:	38
Addendum A	Line-haul rates	
Addendum B	Accessorial rates	
Addendum C	Form of Payment	
Addendum D	Jurisdiction	
Addendum E	Post contract Services	
Addendum F	Packing material and labor charges	
Addendum G	Weight rate schedule	
Addendum H	Cubic feet rate schedule	
Addendum I	Interstate time & rate schedule	
Addendum J	Tariff and shipping documents summary	
Addendum K	Customer Service	
Addendum L	Storage in Transit Conversion	
	Arbitration system	
	Insurance	
	Household service guidelines	
	49 CFR Section 275 et al.	
	Local compliance information	
	Future updates	

Professional Movers Interstate Domestic Moving Tariff

Application: This document governs all sections of this tariff unless otherwise provided within individual section. Except as otherwise provided herein, the rates named in this tariff include one pickup and loading at point of origin and one delivery and unloading at point of destination.

Pursuant to 49 USC § 13702, transportation rates in this tariff apply only on the movement of household goods, as defined in 49 CFR § 1310.1(e), in common carriage by motor vehicle 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.

Home & Office Movers is authorized under this tariff to provide services based on either binding OR non-binding. Moreover, charges for line haul service may be based on either the amount of weight in pounds of the property being transported OR the amount of cubic feet occupied by the property on the transport vehicle. Moreover, carrier may charge based on an hourly rate. If the line haul is charged based on cubic feet or an hourly rate then the estimate provided must be binding. Note: this interstate tariff is published exclusively for Home & Office Movers and may not be transferred, used, sold, or copied by any other interstate carriers. Use by any other carrier other than Home & Office Movers is not authorized.

Shipping documents: All Bills of Lading, Order for Service, Valuation Addendum, Post Content Services Order form, Packing Materials Order form and other shipping documents used by the carrier are applicable to this tariff and incorporated by reference.

Brokers: Subject to federal law, Home & Office Movers is authorized to undertake moves that were booked by licensed brokers. Under the terms of the agreement between the Broker and Home & Office Movers ("Agreement") Carrier shall adopt the broker's estimate as their own. Rates charged by the broker shall be based upon carrier's tariff rates which are incorporated by reference into this document.

Adjustments in Rates: Home & Office Movers can provide a properly documented tariff adjustment/discount up to +/– 80% on top of the rates listed below based on time of year, availability of vehicles, origin and destination, promotions, specials, coupons, road conditions, weather, etc. Each tariff adjustment/discount, and the means of calculation, must be published as an amendment to the governing tariff in accordance with FMCSA and STB regulations.

NOTICE OF AVAILABILITY OF THE PUBLISHED TARIFF

Please note that as required by federal law governing interstate domestic carriers of household goods, specifically 49 CFR section 375.213(a)(3) and 49 USC section 13702(c)(1), this tariff is available for inspection/viewing upon reasonable request made by consumer shippers. Moreover, the tariff shall at all times be made available to any representatives of the United States Department of Transportation, Federal Motor Carrier Safety Administration, or Surface Transportation Board.

Consumer shippers: To make arrangements to inspect/view this tariff and its provisions please contact the moving company which will accommodate a reasonable request.

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Role, Services, and Limited Liability of an Interstate Broker

Brokers have no contact with the property transported. Brokers do not pack, load, transport, unload, unpack the property, or any other action involving the transportation of the property.

In 1993 the United States Supreme Court described interstate brokers as a middleman between motor carriers and the shipping public. See *Reiter v. Cooper*, 507 U.S. 128, 115 Ct. 1213, 121 L. Ed. 2d 604 (1993). Under the federal law, exclusively governing the industry, brokers **are not** motor carriers. The legal and contractual role of a broker and/or shipper's agent is to negotiate, arrange, or coordinate the interstate transportation. See 49 USC § 13102(2); see also 49 CFR § 371.2(a).

As a broker's role in the interstate transportation is limited, so too is their liability. A properly licensed broker is generally not liable for the acts, omissions or negligence of the motor carrier. Moreover, interstate brokers are generally not liable for the value of the goods involved in the interstate commerce. See *Professional Communs., Inc. v. Contract Freighters, Inc.*, 1741 F. Supp. 2d 546, 550 (D. Md. 2001) (citing *Commercial Union Ins. Co. v. Forward Air, Inc.*, 50 F. Supp. 2d 255, 257-59 (S.D.N.Y. 1999), and *Phoenix Assurance Co. v. Knurt Corp.*, 977 F. Supp. 319, 325-26 (D.N.J. 1997)).

Tariff compliance and updates:

Motor carriers are required to conduct their operations in compliance with the FMCSA and STB regulations and follow the tariff terms, conditions, and prices. Any changes to the terms or prices must be documented in the tariff book and made available for inspection upon reasonable request.

Page 1 of the tariff contains a blank line where the carrier is required to insert the "effective date" of when the price, term, or adjustment becomes effective. Please make certain to write in the effective date on Page 1. Additionally, tariff rates/prices for freight and accessorial services must NOT be randomly or individually discounted. Motor carriers may not charge or receive different rates/prices for services other than the rates/prices specified in the tariff. This includes offering a discount or returning part of the rate to a customer.

Amendments, adjustments, or changes to tariff rates/prices, properly documented, may be used to change the rates/prices for services; this is the only form of "discounting" that may be permissible. Under this method careful record keeping must be used to follow the law, (49 USC section 13702(a)(2)). Each time an adjustment to a term or rate in the tariff is made it must be documented and the effective date updated. Motor carriers are required to operate in strict adherence to the tariff prices, terms, and conditions. Note: this interstate tariff is published exclusive for Home & Office Movers and may not be transferred, used, sold, or copied by any other interstate carriers. Use by any other carrier other than Home & Office Movers is not authorized.

ANTI-TRUST GUIDELINES

The motor carrier its partners, agents, representatives, affiliates, and legal counsel intends to conduct their affairs in compliance with the antitrust laws of the United States and, as applicable, the antitrust laws of the states within the United States and the antitrust/competition laws of other countries (generally, "Antitrust Laws"). The Antitrust Laws are intended to preserve and promote free, fair and open competition. This competition benefits consumers and companies that are innovative and efficient.

It is understood and intended that the motor carrier will create and customize its tariff in the exercise of carrier's independent business judgment.

A violation of the Antitrust Laws can have serious consequences. Accordingly, its partners, agents, representatives, affiliates, and legal counsel hereby agree to the following antitrust guidelines ("Guidelines"), as guidance in connection with use of this custom interstate tariff:

1. This custom interstate tariff is not intended to restrain competition. The design of this custom interstate tariff is intended to foster competition and to benefit consumers.
2. The motor carrier its partners, agents, representatives, affiliates, and legal counsel shall not communicate or coordinate efforts for the purpose of bringing about or attempting to bring about any understanding or agreement, written or oral, formal or informal, express or implied, between or among competitors with regard to tariff rates, terms or conditions of sale, volume of sales, territories, customers, or credit terms.
3. In connection with the use of this custom interstate tariff, there shall be no discussion, communication, agreement or disclosure among any parties that are actual or potential competitors, regarding their tariffs, rates, discounts, terms and conditions of sale, pricing methods, profits, profit margins, cost data, production plans, market share, sales territories or markets, allocation of territories or customers, or any limitation on the timing, extent or volume of their research, production or sales.
4. Motor carrier is obligated and expected to exercise its independent business judgment in establishing its tariff rates for services dealing with its customers and suppliers, and choosing the markets in which it will compete.
5. Motor carrier or its partners, agents, representatives, affiliates, and legal counsel shall not enter into any agreement or understanding to refrain from, or to encourage others to refrain from purchasing any equipment, service, raw materials, products or other supplies from any supplier or vendor, or to refrain from otherwise dealing with any supplier or vendor.
6. Motor carrier or its partners, agents, representatives, affiliates, and legal counsel shall not attempt to prevent any person or entity from gaining access to any market or customer for services, or attempt to prevent any person or entity from obtaining a supply of services or otherwise purchasing services freely in the market.

IMPORTANT LEGAL NOTICE ABOUT THE TARIFF

Moving companies must charge customers the exact rates from the tariff. No services may be offered to a customer which are not provided for in the tariff. A moving company may not charge a customer more or less than the tariff rate. All charges for services provided to a customer must exactly match the rates of the tariff. For example, if a tariff does not designate charges for long carry or stairs, then the moving company cannot charge a customer for those services. Changes to prices and the addition of new services may only be added to a tariff if properly documented and published.

A moving company's tariff must be published and made available to any shipper whom market is reasonable request to view it. Tariffs must be kept updated and available to any representative of the DOT, and make a request to view it. Moving companies must provide written notice to customers of the availability of the tariff.

Tariff rates for base tariff and accessorial services must not be randomly discounted. A uniform discount, properly documented, may be applied to the fixed tariff rates. Moving companies may not charge or receive different rates for services other than the rates specified in the tariff. This includes not allowing or returning a discount or part of the rate to a customer.

Penalties for violating tariff provisions by either *overcharging* or *undercharging* are both civil and criminal. Any person who charges rate over or under the tariff rate shall be liable for a civil penalty of up to \$100,000.00 for each individual violation.

Criminal violations for any person who charges a rate over or under the tariff rate can be subject to criminal charges and penalties. Criminal penalties for tariff violations include financial fine and/or a sentence in prison for up to five (5) years for each individual violation.

Moving companies who use agents or subcontractors to perform services can be held civilly and criminally liable for the actions of their agents. For example, if an agent or a subcontractor hired by a moving company charges for a service or charges a rate different than the rate specified in the tariff, then the moving company can be held responsible for the violation both civilly and criminally. Note: this interstate tariff is published exclusive for Home & Office Movers and may not be printed, used, sold, or copied by any other interstate carriers. Use by any other carrier other than Home & Office Movers is not authorized.

49 USC § 14102(a). The carrier may not charge or receive a different rate than specified in the tariff.

49 USC § 14102(a)(2). The carrier may not charge or receive a different compensation for the transportation service than the rate specified in the tariff, whether by offering (discounting) a part of the rate to a person, giving a person a privilege (discount), allowing the use of a facility that affects the value of that transportation or service, or otherwise device.

49 USC § 14102(a)(3)(A)(i) Civil Penalty for Undercharging and Overcharging. — A person (an officer, agent, clerk, servant, or employee) of any motor transportation or service provided for property by a carrier subject to jurisdiction under chapter 125 is a rate deliverer that the rate is delivered under Section 14102 is liable to the United States for a civil penalty of not more than \$100,000 for each violation.

49 USC § 14102(a)(3)(A)(ii) Criminal Penalty. — A carrier, person, or company or its representative in providing motor shipping, if it is an officer, director, receiver, trustee, lessee, agent, or employee of a corporation that is subject to jurisdiction under that chapter, that violated the tariff as required under section 14102 shall be liable under this title of imprisonment not more than 2 years, or both.

49 USC § 14102(a)(3)(B) Agents and Employees. — When acting or in the scope of their employment, the actions and omissions of persons acting for or employed by a carrier or shipper that is subject to jurisdiction are considered to be the actions and omissions of that carrier or shipper as well as that person.

Section 1: Standard Linehaul/Transportation Charges

Item No. 101	Transportation "Line haul" charges within the 49 contiguous states of the United States: All line haul rates are based on the actual weight of the property moved, or cubic feet occupied on the transport vehicle, or an hourly rate charge. If based upon weight then actual weight is determined by the certified weight certificates. All Motor Service to or from Alaska, Puerto Rico, Guam, U.S. Virgin Islands, and Hawaii: Carrier has authority to transport shipments to all such states and territories outside the 49 contiguous states. See motor carrier's rate schedule addendum for a schedule of services, rates and terms for these services. Conversion: Conversion to weight from cubic feet and vice versa, will be based on a multiplier of: <i>For examples:</i> 1,400 lbs will be charged at a rate equal to [1,400 lbs. ÷ 7 = 200 cu.ft.] 200 cu.ft. will be charged at a rate equal to [7 x 200 cu.ft. = 1,400 lbs.] Carrier can provide a properly documented tariff adjustment/discount up to +/- 80% on top of the tariff rates based on time of year, availability of vehicles, origin and destination, promotional, special, coupons, road conditions, weather, etc. Each tariff adjustment/discount, and the means of calculation, must be published as an amendment to the governing tariff.
Item No. 102	Weighing and weighing: Carriers transporting shipments on a weight based estimate shall determine the weight of each shipment transported prior to the assessment of any charges depending on the weight. Estimates to charges based on estimated weight are allowed. The shipper has the right to view the weighing, but must make this request to Home & Office Movers prior to the weighing so the carrier may give notice of the time and location where the vehicle will be weighed. Carrier may substitute manufacturer's weight for automobiles, trucks, vans, campers, boats, and other similar vehicles or bulky items in lieu of obtaining separate weight certificates for those articles. Weight certificates shall be administered and maintained in compliance with federal law.
Item No. 103	Additional weight/cubic feet over the estimate: Additional pounds or cubic feet over the estimate will be charged at the same rate based of the estimate based on tariff rates, unless otherwise specified in writing by an addendum to the tariff.

Item No. 104	Fuel surcharge: There will be a fuel surcharge for each order, unless otherwise specified in writing by an addendum to the tariff.
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Section 2: Special/Additional Charges for Services

Item No. 201	Additional or Special Services: It is customary for interstate movers to offer price and service options. The total costs of the move may be increased if shipper has additional or special services. Before shipper agrees to have the shipment moved under a Bill of Lading providing for additional or special services, they should have a clear understanding with Carrier of what the additional costs will be. Shipper should always consider that they may find other carriers who can provide the required services without requiring additional charge. One such service is space reservation. If shipper agrees to have the shipment transported under a space reservation agreement, they are required to pay for a minimum number of cubic feet/weight of space in the moving van regardless of how much space in the van is actually occupied by the shipment. To utilize space on the truck is customary for a shipment to be moved with multiple customers' shipments. Additionally, at times it is necessary for the mover to reload the shipment on a different truck from the one the shipment was originally loaded onto or to temporarily place the shipment into a storage unit prior to the delivery unless otherwise indicated in writing. Subcontractors may be used to transport the goods. If the shipment is refused on or before time of delivery, then the shipper may be required to pay additional storage fees and the charges associated with re-delivering the property. Payment must be collected in accordance with governing federal law. NOTE: All special services are to be performed at the discretion of the carrier. Special services may be refused to be offered at the discretion based upon, but not limited to, concerns over safety, not having proper equipment or tools, poor weather conditions, other hazardous conditions, etc.
Item No. 202	Space Reservation: space reservation. If shipper agrees to have the shipment transported under a space reservation agreement, they are required to pay for a minimum number of cubic feet/weight of space in the moving van regardless of how much space in the van is actually occupied by the shipment.

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Item No. 203	Origin and Destination surcharges: Service fee surcharge for interstate shipments of household goods.
Item No. 204	Warehouse pickup and delivery: Except as otherwise provided herein, if shipment is delivered to or picked up at a warehouse (including self-storage mini-warehouse locations), the charges for transportation include only the unloading or loading at door, platform, or other point convenient or accessible to the vehicle.
Item No. 205	Accessorial Services and other bulky items: Carrier may, at its discretion, may offer and charge for accessorial services and other bulky items are shipped at an additional special service charge. Note: Carrier can provide a properly documented tariff adjustment/discount up to +/- 80% on top of the tariff rates based on time of year, availability of vehicles, origin and destination, promotional specials, coupons, road conditions, weather, etc. Each tariff adjustment/discount, and the means of calculation, must be published as an amendment to the governing tariff. Accessorial services and other bulky items offered, if any, will be listed in the accessorial services addendum to the tariff.
Item No. 206	Rigging, hoisting, or Lowering: This service is not always available. The carrier will only move property by means of rigging, hoisting, or lowering or raising at their discretion based on the feasibility of providing a safe environment and practicality of the job. If those services are required to make pick up or delivery, but cannot be performed, the carrier must unload the specific items of property to nearest point to the destination as practicable and at the carrier's sole discretion without lowering, hoisting, or rigging. Note: this Interstate tariff is published exclusive for Home & Office Movers and may not be transferred, used, sold, or copied by any other interstate carrier. Use by any other carrier other than Home & Office Movers is not authorized.
Item No. 207	Disassembling and Reassembling: The linehaul transportation rates DO NOT include removing any article embedded in the ground, wall, or secured to a building, nor assembling or disassembling of any items such as steel utility cabinets, swing sets, slides, sky rides, jungle gyms, or other outdoors articles similar in nature. Moreover, items will only be disassembled and reassembled if the carrier's employees, agents, or subcontractors have the proper tools on hand to do the job and doing so will not cause risk to property or person. Also, Home & Office Movers or its employees, agents, or subcontractors will not be required to reassemble any property where the materials such as screws, nails, fasteners of any kind are missing, whether the fault of the carrier or the shipper. Items that will not be re-assembled at delivery under any circumstances include: cribs, weight or exercise equipment, toys,

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	appliances, desks, particle board furniture, patio or garden furniture, spas, mechanical or electronic items, outdoor play sets, etc.
Item No. 208	Guaranteed Pickup or Delivery: This service is not always available. Unless otherwise specified in writing and incorporated by referenced into this tariff carrier does not offer a delivery service other than the 30 business day outside delivery period/window guarantee as explained further below. See Section 501.
Item No. 209	Shipment Consolidation and exclusive use of a vehicle (straight truck). Unless otherwise stated in writing, a shipper's property could be consolidated with other customer's property on the same truck while transported. Unless "exclusive use of vehicle" service is ordered the property will not stay on the same truck that performed the pickup. To help organize and consolidate shipments it is not unusual that the property will be offloaded, temporarily stored, and then transported in different trucks or by subcontractors. Exclusive use of vehicle service is offered exclusively at the discretion of Home & Office Movers.
Item No. 210	Expedited Service or Rush: This service is offered exclusively at the discretion of the carrier at a rate as incorporated by referenced into this tariff. This service is available when a shipper needs a rush pickup. Delivery is completed in the standard delivery window.

Section 3: Valuation

Item No. 301	Option 1: Default level - Replacement, Full Value Protection (FVP) This is the most comprehensive plan available for protection of the goods. If any article is lost, destroyed, or damaged while in the mover's custody, the mover will, at its option, 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. Under Full (Replacement) Value Protection, if you do not declare a higher replacement value on this form prior to the time of shipment, the value of your goods will be deemed to be equal to \$6.00 multiplied by the weight (in pounds) of the shipment, subject to a minimum valuation for the shipment of \$6,000. Under this option, the cost of your move will be composed of a base rate plus an added cost reflecting the cost of providing this full value cargo liability protection for your shipment. The rate per pound minimum valuation rate may be increased annually by your mover based on changes in the household furnishings element of the Consumer Price Index established by the U.S. Department of Labor's Bureau of Labor Statistics. Option 2: Released Value: This is the most economical protection option available. This no-additional-cost option provides minimal protection. Under this option, the mover assumes liability for no more than 60 cents per pound (\$1.32 cents per kilogram), per article. Loss or damage claims are settled based upon the pound
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(kilogram) weight of the article multiplied by 60 cents per pound (\$1.32 cents per kilogram). For example, if the mover lost or destroyed a 10-pound (4.54-kilogram) stereo component valued at \$1,000, the mover would be liable for no more than \$6.00. Obviously, shipper should think carefully before agreeing to such an arrangement. There is no extra charge for this minimal protection, but you must sign a specific statement on the bill of lading agreeing to it.

Under both of these liability options, movers are permitted to limit their liability for loss or damage to articles of extraordinary value, unless you specifically list these articles on the shipping documents. An article of extraordinary value is an item whose value exceeds \$100 per pound (\$220 per kilogram). Shippers should ask mover for a complete explanation of this limitation before your move. It is shipper's responsibility to study this provision carefully and make the necessary declaration.

These optional levels of liability are not insurance agreements governed by State insurance laws, but instead are authorized under Released Rate Orders of the Surface Transportation Board of the U.S. Department of Transportation.

In addition to these options, some movers may also offer to sell, or procure for the shipper, separate liability insurance from a third party insurance company when the shipper releases the shipment for transportation at the minimum released value of 60 cents per pound (\$1.32 per kilogram) per article (option 2). This is not valuation coverage governed by Federal law, but optional insurance regulated under State law. If the shipper purchases this separate coverage and the mover is responsible for loss or damage, the mover is liable only for an amount not exceeding 60 cents per pound (\$1.32 per kilogram) per article, and the balance of the loss is recoverable from the insurance company up to the amount of insurance purchased. The mover's representative can advise you of the availability of such liability insurance, and the cost.

If the shipper purchases liability insurance from or through the mover, the mover is required to issue a policy or other written record of the purchase and to provide you with a copy of the policy or other document at the time of purchase. If the mover fails to comply with this requirement, the mover becomes fully liable for any claim for loss or damage attributed to its negligence.

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Item No. 302	The consumer shipper hiring a moving company must sign a statement (Valuation Statement) either: (1) declaring a total value for a shipment; or (2) electing the 60-cents option. In addition, moving companies must inform shippers of their rights and obtain a signed waiver if the shipper elects anything other than full-value protection. A consumer shipper may voluntarily waive full-value protection as part of the Valuation Statement. The following notice shall be placed on each estimate provided to the consumer shipper: The following notice shall be placed in a prominent place, in at least 12-point type, on a moving company's required written estimate (if printed). If the estimate is provided electronically, this statement must be of a size that, when printed on 8 by 12 inch paper, equates to 12-point type. WARNING: If a moving company loses or damages your goods, there are 2 different standards for the company's liability based on the types of rates you pay. BY FEDERAL LAW, THIS FORM MUST CONTAIN A FILLED-IN ESTIMATE OF THE COST OF A MOVE FOR WHICH THE MOVING COMPANY IS LIABLE FOR THE FULL (REPLACEMENT) VALUE OF YOUR GOODS in the event of loss of, or damage to, the goods. This form may also contain an estimate of the cost of a move in which the moving company is liable for LESS than the replacement value of your goods, typically at a lower cost to you. You will select the liability level later, on the bill of lading (contract) for your move. Before selecting a liability level, please read "Your Rights and Responsibilities When You Move," provided by the moving company, and seek further information at the government website www.protectyourmove.gov.
Item No. 303	Full (Replacement) Value Protection is the most comprehensive plan available for protection of your goods. If any article is lost, destroyed, or damaged while in your mover's custody, your mover will, at its option, 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 replacement. Under Full (Replacement) Value Protection, if you do not declare a value or replacement value on this form prior to the time of shipment, the value of your goods will be deemed to be equal to \$6.00 multiplied by the weight (in pounds) of the shipment, subject to a minimum valuation for the shipment of \$6,000. Under this option, the cost of your move will be composed of a base rate plus an actual cost reflecting the cost of providing this full value cargo liability protection for your shipment.

Rates Table for Full Valuation Coverage:

Valuation Coverage		Valuation Amount (not including line haul rate)		
If \$500 times the weight OR if the longer the declared value amount is:	Then the minimum valuation is:	\$250 Deductible	\$500 Deductible	\$1,000 Deductible
\$6,000	\$6,000	\$375	\$365	\$335
\$6,001 to \$10,000	\$10,000	\$595	\$565	\$525
\$10,001 to \$15,000	\$15,000	\$775	\$765	\$725
\$15,001 to \$25,000	\$25,000	\$1,125	\$1,125	\$1,225
\$25,001 to \$75,000	\$75,000	\$2,825	\$2,825	\$2,125
\$75,001 to \$100,000	\$100,000	\$3,825	\$3,825	\$3,225
\$100,001 to \$150,000	\$150,000	\$5,825	\$5,825	\$5,125
\$150,001 to \$200,000	\$200,000	\$7,825	\$7,625	\$6,125
\$200,001 and over		\$5.70 per \$100	\$5.00 per \$100	\$3.50 per \$100

NOTE: Valuation coverage rates do not include line haul service charges.

Item No. 304

Declaration of Article(s) of Extraordinary (Excess) Value

Language to be used if a shipper wishes to declare articles of Extraordinary value:

"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 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(s) (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 may be made, on the attached inventory."

Section 4: Claims for damages or missing property

Item No. 401

Filing of Claims/Complaints Procedures: Claims: Home & Office Movers shall accept and process all claims for loss or damaged goods submitted in writing within 90 (nine) months after the date the goods are delivered.

Valuation of claim will be based on the limitations of liability selected by the consumer shipper on the bill of lading valuation addendum (Full value replacement or limited liability of \$0.60 per pound per article) subject to the Surface Transportation Board's Docket No. RR-999, amendment No.5.

Carrier must acknowledge receipt of written claims within 30 days, and then must within 120 days pay, deny, or make a settlement offer or advise shipper of the status of the claim as well as the reason for any delay in the resolution of the claim. When the claim processing is delayed, the carrier must advise the shipper in writing of

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	what information it is missing from the claim. Once it has obtained all the information needed to process the claim, carrier must inform the shipper of the status of the claim at least every 60 days until the process is completed. It is solely the shipper's responsibility to inspect and indicate damaged or missing items on the inventory logs at time of delivery. Valuation of claim will be based on those indications subject to the limitations of liability as described on the Bill of Lading. Liability for the moving company will be in accordance with the liability option the shipper contracts for. Note: this interstate tariff is published exclusive for Home & Office Movers and may not be transferred, used, sold, or copied by any other interstate carrier. Use by any other carrier other than Home & Office Movers is not authorized.
Item No. 402	Depreciation factor on claims for lost or damaged items reserved for future use.
Item No. 403	Claims Procedures: (1) Claim for damaged or missing property made: The carrier shall not be liable for the loss or destruction of, or missing goods, or damage of goods tendered hereunder or any part thereof unless claim is made in writing supported by proof of ownership, together with substantiation of value and weight. Moreover, as a condition precedent, all outstanding monies due to the mover must be paid in full before a claim can be submitted to the company within 9 (nine) months after the date the goods are delivered or demand therefor refused and must be limited to the destination descriptions of damage indicated on the inventory logs at the time of delivery. It is solely the shipper's responsibility to inspect and indicate damaged or missing items on the inventory logs at time of delivery. Valuation of claim will be based on those indications subject to the limitations of liability as described on the Bill of Lading valuation addendum. Liability for the moving company will be in accordance with the liability option the shipper contracts for. (2) Claim form received and being processed and decision made: Once we have received your claim form, our claims department will gather all the shipping documents relating to your move and review the liability options you selected. Depending on when your move took place, our claims department may have to wait until the shipping documents are returned to our main office to process your claim. Once all the shipping documents have been received, the claims department will review the liability option selected and then go through each of your items claimed damaged or missing one by one. To save time please send in any photographs you may have of the damaged items at the same time you send in your claim form. Photographs are not always necessary, but they can be very helpful. If you do not send in photographs and the claims department determines that they need them, then they may send a request to you asking for them. This may delay the evaluation process. Please also note that we are not responsible for any costs associated with

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photographs, documentation, estimates, mailing, telephone calls or other expenses you may incur while your claim is being processed.

(3) Claims decision and release letter mailed to customer. Claim decision must be made within 30 days of receipt of claim. When the claims department has finished evaluating your claim, the evaluation recommendation will be reviewed with a manager and notice of the claims department's decision will be mailed to the customer. This decision may include the department's reasoning and amount offered for the claims. Along with the decision notice, the department will send a claims release document indicating the amount to be paid to the customer. Once we have received back the signed claims release document we can finish the processing of your claim.

(4) Signed release form received from the customer, check request made, and payment mailed. Once your signed claims release form has been received by our claims department, a check request will be issued. Our claims department will issue the check request and our accounting will process the check mail payment to the customer.

Section 5: Pickup and Delivery Schedule

Item No. 501	Pickup and Delivery schedule and services options: Guaranteed service on or between agreed dates is an optional service that is available to you at an additional cost. This optional extra service guarantees that your shipment will be picked up, transported to the destination and delivered on specific guaranteed dates. Per diem rate for delayed delay: If the mover fails to provide the service as agreed, you are entitled to be compensated at a predetermined amount or a daily rate (per diem) of \$30.00, regardless of the expense consumer shipper may actually incur, have incurred as a result of the mover's failure to perform. Absent selecting and paying for the optional extra service guaranteeing specific pick-up and delivery dates, the mover is only required to pick up and deliver your property with reasonable dispatch and in a reasonable time. Each consumer shipper will be given an estimated delivery window on the estimate for services. Carrier will do its best to deliver in the delivery window. Delivery Service Options: (1) Standard Service (S.S.): estimated delivery is up to 21 (twenty-one) business days from date indicated as first available for delivery (not from the pick-up date). Any oral promises made regarding delivery or pick up dates and times are mere estimates. Carrier guarantees delivery to take place within 30 business
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ICC/MC No. 1102472 US DOT No. 3415437 Home & Office Movers is authorized to use this Interstate Tariff.

day of the date first available for delivery. (time calculations exclude days in storage). Any changes to the order will extend this time.

(2) Premium Guaranteed Service (P.G.S.): This optional service guarantees delivery to take place on a specific delivery date. In addition to the line haul and accessorial charges, the fee for "Premium guaranteed service" is 42% of the line haul total estimated charge. If guaranteed delivery service is not selected by the shipper and included as a line item charge on the estimate and bill of lading, then standard delivery service will apply.

The delivery time frame may change based on the time of year, weather conditions, road conditions, other acts of God, delivery schedule, geographic location of the move and other unknown factors. The moving company will do its best to meet any requested pickup or delivery dates. Business days do not include holidays or weekends. Home & Office Movers shall not be liable for delay caused by highway obstruction or faulty or impassable highway, or lack of capacity of any highway, bridge or ferry, caused by breakdown or mechanical defect of vehicles/equipment.

Section 6: Interstate Estimates Generally

Item No. 601	Are written estimates required for each move?: Yes. A motor carrier must provide a written estimate to each prospective consumer shipper. An estimate must list all charges for transportation, accessorial services, advance charges, and the form of payment accepted. Both the consumer shipper and a representative from the motor carrier must sign and date each estimate. (49 CFR section 375.401(a)).
Item No. 602	Is the estimate a contract?: No. An estimate is neither a bid nor a contract. It is merely an approximation of what the move may cost based on the services listed on the estimate. The only contract between a motor carrier and a consumer shipper is the "bill of lading." The motor carrier or the consumer shipper may cancel the move at anytime prior to a bill of lading being signed. Consumer shippers should be informed that the charges listed on the estimate are not guaranteed and that the actual charges of the move may be higher or lower than the amount estimated.
Item No. 603	What types of estimates are allowed?: Federal law governing interstate motor carriers requires that the consumer shipper receive a written and reasonably accurate estimate of all charges for the services proposed. Federal law permits and requires only two types of estimates: BINDING and NON-BINDING. The written estimate document must expressly state whether it is BINDING or NON-BINDING and must be signed by both the motor carrier and the consumer shipper. (49 CFR section 375.401(a)).

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	NOTE: Federal law does not have a provision for any type of estimate other than BINDING or NON-BINDING. For example, estimates issued as "not to exceed" or "guaranteed not to exceed" or "flat rate price" are not specifically allowed under any provision of federal law.
Item No. 604	Are visual in-home estimates required?: Generally, yes. Under US DOT regulations shippers with property located within 50 miles of the estimator's location must receive a physical survey/visual estimate of the property. The estimate must be prepared in writing, signed by both the shipper and motor carrier, and state whether it is binding or non-binding. Federal law under 49 USC Section 14104(b)(4)(C) requires that estimates (both binding and non-binding) be in writing and be based on a visual in-home inspection of the property if the shipper's pickup location is within a 50 mile radius of the location of the carrier's household goods agent preparing the estimate.
Item No. 605	Waiver to in-home estimate and exception: A visual estimate is NOT required if (1) the pickup address is outside the 50-mile radius or (2) a written waiver is signed by the shipper stating that they waive their right to a visual in-home estimate. (49 USC 14104(b)(1)(B)).
	Note: this interstate tariff is published exclusive for Home & Office Movers and may not be transferred, sold, sold, or copied by any other interstate carriers. Use by any other carrier other than Home & Office Movers is not authorized.

Section 7(A): Non-binding estimates

Item No. 701(A)	Non-binding estimate: A non-binding estimate is the estimated total cost of the entire move, based upon the estimated weight of the shipment and the accessorial services requested. A non-binding estimate is meant to give the consumer shipper a general idea of the cost of the move. The non-binding estimate is not a guarantee that the actual charges will not be higher than estimated. The estimate document must explain to the customer in easy to understand language that the final charges will be based on the actual weight of the property and accessorial services. Non-binding estimates must be in writing and clearly describe the shipment and all services proposed. (49 CFR section 375.405) Any time a motor carrier provides such an estimate, the amount of the charges estimated must be transferred to the order for service and/or bill of lading. The figures on both documents must match. Non-binding estimates must be provided to a prospective consumer shipper for free. (49 CFR section 375.405) The 110% rule only applies to non-binding estimates. Under the 110% rule, the motor carrier may only demand the total charges listed on the estimate plus 10%. If the consumer shipper pays the amount of the estimate plus 10%, then the motor
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carrier must deliver all of the consumer shipper's property even if the consumer shipper stills owes a balance.

When a move is to be charged based on weight, the final charges will be determined by the actual weight of the shipment, the services provided, and its tariff provisions in effect. A shipper should be prepared to pay up to ten percent (10%) more than the estimated amount at delivery. The final charges for a move will be based upon and in accordance with the motor carrier's published tariffs.

If the consumer shipper orders additional services after the goods are in transit, the motor carrier will then bill the shipper 30 days after delivery for any remaining charges. (49 CFR section 375.405(b)(9)). However, if the motor carrier believes that additional services are needed after the goods are in transit, the company must first inform the shipper of the additional service and obtain their approval. (49 CFR section 375.405(b)(9)).

For example if you described your property to a sales agent and the same gave you an estimated weight of 2,000 lbs. for your property at a rate of 0.40 per lbs, then you would be charged \$800 for that portion of weight, not including additional services. If the actual weight of your property was determined to be 3,000 lbs, then you are required to pay for the additional weight. However, to receive your property you only have to pay 10% more than the non-binding estimate. The remaining balance must be deferred for 30 days.

NOTE: Please be aware that until your shipment is weighed the mover cannot accurately determine the actual weight of your property. Situations may arise where the actual weight of your property was significantly higher than the original non-binding estimated weight.

Section 7(B): Binding estimates

Item No. 7B1(B) **Binding estimate:** When you receive a binding estimate, you cannot be required to pay any more than the estimated amount at delivery. If you have requested the mover provide more services than those included in the estimate, the mover must not demand full payment for those added services at time of delivery. Instead, the mover must bill for those services later, as explained below. Such services might include destination charges that often are not known at origin (such as long carry charges, shuttle charges, or extra stair carry charges).

NOTE: Under 49 USC 13707(b)(3)(C) payment for all post contract optional services is required before delivery and prior to unloading.

A binding estimate must be in writing, and a copy must be made available to the shipper **before** the move and prior to loading the transportation vehicle.

NOTE: If shipper is unable to pay at the time the shipment is delivered, the mover may place your shipment in storage at your expense until you pay the charges.

If, before loading your shipment, your mover believes you are tendering additional household goods or are requiring additional services not identified in the binding estimate, and you and your mover cannot reach an agreement, your mover may refuse to service the shipment.

If your mover agrees to service the shipment, your mover must do one of the following three things: (i) Reaffirm your binding estimate; (ii) Prepare a new binding estimate prior to loading. The new estimate must be signed by the individual shipper. You should maintain a record of the date, time, and manner that the new estimate was prepared; (iii) Agree with the individual shipper, in writing, that both of you will consider the original binding estimate as a non-binding estimate subject to §375.405.

Once your mover loads your shipment, your mover's failure to execute a new binding estimate or to agree with you to treat the original estimate as a non-binding estimate signifies it has reaffirmed the original binding estimate. Your mover may not collect more than the amount of the original binding estimate, except as provided in the next two paragraphs.

Your mover may believe additional services are necessary to properly service your shipment after your household goods are in transit. Your mover must inform you what the additional services are before performing them. Your mover must allow you at least one hour to determine whether you want the additional services performed. Such additional services include carrying your furniture up additional stairs or using an elevator. If these services do not appear on your mover's estimate, your mover must deliver your shipment and bill you later for the additional services.

If you agree to pay for the additional services, your mover must execute a written attachment to be made an integral part of the bill of lading and have you sign the written attachment. This may be done through fax transmissions. You will be billed for the additional services 30 days following the date of delivery.

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Section 8: Onsite New Estimate – Prior to Loading

Item No. 801	In accordance with 49 CFR § 305.405(a)(6)(ii) and/or 49 CFR § 305.405(b)(7)(ii): If prior to or on the day of the scheduled pick-up the shipper tenders more property or makes a change to the initial order for which they received an estimate, Home & Office Movers may either (1) undertake the job with the additional property, in which case the shipper would only be required to pay 10% more than the initial estimate to receive the property on a non-binding estimate or 100% of the binding estimate and the remaining balance will be billed after the 30-day deferral. Or (2) the carrier and shipper may execute a NEW ESTIMATE document. PRIOR TO LOADING OR OTHERWISE BEGINNING THE JOB, the new estimate given prior to loading will serve as the only active estimate for which charges will be calculated. The New Estimate must only be used when the customer changes their order for moving services after the original written estimate has been issued, but before moving services have begun. Changes could include ordering additional services or moving additional items. A New Estimate should only be used in circumstances where the customer has made substantial changes to their order for moving services; it should not be used for every move on a part of the motor carrier's regular business model. Most importantly, in the cases where a New Estimate is necessary, the customer must be given a fully complete and itemized copy of the document listing the new total estimated price for additional services. Assuming the consumer had ordered additional services or changed their original moving order, the moving services may only begin after the customer has reviewed, approved, signed, and been given a copy of the new estimate.
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Section 9: Weighing of Shipments and Disputes over Weight of Shipment

Item No. 901	Do motor carriers need to determine the weight of a shipment?: Generally, yes. When the motor carrier transports a non-binding estimate to be charged by weight they must determine the weight of each shipment before they can start charging the consumer shipper. The motor carrier must provide a written explanation of volume to weight conversions if applicable. (49 CFR section 375.507) EXCEPTION: When an estimate is provided to the consumer shipper as a "binding cubic feet" estimate and the charges are to be calculated based upon cubic feet, then the law does not require the motor carrier to obtain weight certificates.
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Item No. 902	How must motor carriers determine the weight of a shipment?: The motor carrier must use a certified scale. The motor carrier can choose from the following two methods of weighing: (49 CFR section 375.509(a)). Origin Weigh: The difference between the tare weight of the vehicle before loading at the origin of the shipment and the gross weight of the vehicle after loading the shipment. Back Weigh: The difference between the gross weight of the vehicle with the shipment loaded and the tare weight of the vehicle after the use of carrier unloads the shipment.
Item No. 903	May individual consumer shippers observe the weighing? Generally, yes. The motor carrier must give the individual shipper the right to observe all weighings of the shipment. They must inform the individual shipper of when the weighing will occur and give them a reasonable opportunity to be present. (49 CFR section 375.513).
Item No. 904	Do motor carriers need weight tickets?: Generally, yes. For all shipments where charges are determined by the weight (in pounds) of the property, the motor carrier must obtain a Certified Weight Certificate of the shipment. If a weight certificate is not legal a company hold it will be invalid and/or the DOT/PMCSA may impose a fine upon the motor carrier for each invalid weight certificate. For a weight certificate to be valid and valid it must be obtained in compliance with the governing federal regulations. (49 CFR §§ 375.501 - 521).
Item No. 905	Legal requirements for weight certificates: Consumer shippers must be advised that they are entitled to observe the weighing. Motor carriers must provide the shipper with the location and time of the weighing and a reasonable opportunity for them to be present. (49 CFR § 375.513) If a consumer shipper disputes the weight of the shipment they have a right to demand a re-weighing of the property at no charge. The actual charges, notwithstanding the 110% rule, must be based on the weight from the re-weighing, regardless if it is higher or lower than the original weight. (49 CFR § 375.517)

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	A legal weight certificate must contain the following elements: 1. The complete name and location of the scale; 2. The date of each weighing; 3. Identification of the weight as being the tare, gross, or net; 4. The company/carrier vehicle identification number; 5. The name of the shipper as it appears on the bill of lading; 6. The job or order number for the individual shipment; and 7. The signature of the weigh master. A true copy of the weight certificate must be provided to the shipper along with the bill of lading and other shipping documents. Home & Office Movers must also retain a copy of the weight certificate on each shipper's file. (49 CFR § 375.519)
Item No. 906	Weight disputes: Consumer shippers may request that their property be re-weighed, free of charge, if there is a dispute concerning the weight based on the original weight certificates. Once notice is due is scheduled, the consumer shipper (or their designated representative) must meet the driver at the weight scale to witness the truck being weighed. After the first weighing, the driver will drive to the delivery destination to accept payment and then unload the truck. Once payment has been made, the truck is unloaded and all documents signed, the truck will be weighed again to determine the light weight. The consumer shipper is responsible for his/her own transportation to and from the scale. The difference between the first re-weight certificate (heavy weight) and the second re-weigh certificate (light weight) constitutes the actual weight of the property that will be used to calculate the charges. If this re-weight amount is less than the original weight which was the basis for the charges then a refund will be issued to consumer shipper. However, if the re-weigh reflects a higher amount of weight, then the consumer shipper is responsible for paying the additional amount. Note: this interstate tariff is published exclusive for Home & Office Movers and may not be transferred, used, sold, or copied by any other interstate carriers. Use by any other carrier other than Home & Office Movers is not authorized.

Section 10: Dispute Resolution Programs

Item No. 1001	Summary of dispute settlement program: The neutral arbitration program has been designed to give neither party any special advantage. The parties agree that Fairclaims.com be used as the neutral arbitration service provider. Section 49 U.S.C. Section 375.211 provides that a mover must have a program in place to provide shippers with an Arbitration alternative. Arbitration is optional and not required under Federal law. Summary of the arbitration process: Arbitration is an alternative to courtroom litigation. It provides each party to the dispute to present their cases and allows a neutral third party arbitrator to make decisions as to the merits of each side's case. Arbitration subject to this agreement shall be conducted via written submission and, subject to the arbitrator's discretion, through telephone appearance. After the initial filing fees have been paid and the arbitrator selected, the initiating party or "Claimant" must submit a written brief summarizing their legal position and factual claims. All supporting documentation must be included with the initial arbitration brief. Copies of all documents must be submitted to all parties involved in the arbitration. Upon receipt of the Claimant's arbitration brief and supporting documents, the responding party or "Respondent" will have 30 days to file their responsive arbitration brief and supporting documentation. Further deadlines and timetables are subject to the arbitrator's discretion. Legal effects: If the arbitration alternative is chosen, then any decision made by the arbitrator may be binding. Additionally, an arbitration decision may not be appealed in a court of law. All parties agree that the Arbitrator's decision will be based exclusively on the governing United States Federal Law with no regard to conflicting State laws or regulations. Applicable costs: Each party is responsible for their own costs associated with arbitration. A benefit to the arbitration alternative may be that it is less expensive than traditional litigation. Each party is responsible for 50% of the costs associated with securing the arbitrator and 100% of their own expenses, including but not limited to attorney fees. The administrative costs for an arbitration are as follows: There is a \$250 filing fee and a supplemental charge of \$50 for each additional unrepresented party or additional separately-represented party in excess of two parties will apply. Long distance telephone, fax charges and incidental costs incurred by the Administrator shall be billed to the parties as additional costs. The cost of the call in the conference call format will be submitted as an incidental cost. The arbitrator's fee and costs are as follows: Each individual arbitrator will set their own hourly rates for their services. Fees are may exceed \$250 per hour for the arbitrator. Subject to the terms of Fairclaims.com administrative charges and arbitration fees may be required to be paid in advance.
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5. **Choice of law:** All parties agree that the Arbitrators decision will be based exclusively on the governing United States Federal Law without regard to conflicting State laws or regulations.
6. **Initiating Arbitration:** Any party may initiate the process of arbitration by mailing or faxing the referral form to the Administrator. Upon receipt of the form, the Administrator will contact the other parties, solicit their participation in the arbitration process, provide the appropriate information and make the final arrangements for the arbitration.
7. **Selecting an Arbitrator:** The Administrator will make available upon request background information about potential arbitrators and will confer with all parties regarding the selection of the arbitrator. The Administrator will make an effort to obtain agreement among the parties regarding the selection of the arbitrator. Parties who are not able to agree on the selection of an arbitrator within a reasonable period of time following the initiation of the procedure but, in any event, not more than 45 days, will be bound by the selection to be made by the Administrator in its sole discretion.
8. **Neutral Arbitration Service Provider:** The parties agree that Fairclaims.com be used as the neutral arbitration service provider. Please contact the moving company if you wish to participate in or get more information about the arbitration program.

Section 11: Limitation of Liability

Item No. 1101	Articles Packed by Owner and other limitations of liability notwithstanding the minimum valuation of \$0.60 per pound per article and in compliance with and subject to the limitations and provisions of 49 CFR Section 375.701(a) and subject to subject to the Surface Transportation Board's Docket No. RH-999, amendment No.5; for claims above the minimum of \$0.60 per pound per article Home & Office Movers cannot control whether proper packing methods are used, in boxes packed by the owner as well as pressed wood (particle board) furniture. Liability is limited. The carrier cannot not be held liable for any damage to internal electronic or mechanical items, whether they are packed or unpacked by the carrier or by the shipper. The carrier has the right to inspect and repair any alleged damage and provides no coverage for cosmetic damage to any items. The carrier cannot be held liable or negligent for any damage to the interior or exterior of any residence, including, but not limited to walls, floors, ceilings, plumbing, driveways, sidewalks, banisters, sprinklers, windows, and landscaping, etc.
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Item No. 1102	Notice of Loss/Damage; Time Bar. Unless notice of loss or damage and the general nature of such loss or damage be given in writing to Carrier at time of delivery of the goods to Shipper, such delivery shall be prima facie evidence of the receipt by Shipper of the goods as described in the Bill of Lading and inventory logs as delivered in "apparently good conditions"
Item No. 1103	Exceptions to Carrier Liability: (when allowed by law). Notwithstanding the minimum valuation of \$0.60 per pound per article and in compliance with and subject to the limitations and provisions of 49 CFR Section 5.701(a) and subject to subject to the Surface Transportation Board's Docket No. RR-999, amendment No.5, for claims above the minimum of \$0.60 per pound per article Home & Office Movers is not responsible for injury or damage to any free article (articles susceptible to breakage or crushing). Unless such fragile articles are both packed and unpacked by its employees and subject to the further conditions that such packing, unpacking or other handling is performed in a grossly negligent manner by the carrier. The carrier will not carry and/or be liable in any way for the loss or damage to currency, precious stones, documents, maps, securities, precious silverware, jewelry, or any article of extraordinary value unless such articles of value was agreed to in writing, and unless the shipper assumes additional valuation charges, as indicated thereon. The carrier shall not exceed the cost of repairing or replacing the property lost or damaged with material of like kind and quality not exceeding actual cash value of the property at the time and place loss with regard to sets or matched pieces shall be limited to repair or replacement whichever is less of the lost or damaged pieces only, and shall not extended to repair, replacement or recovering the entire set, but in no event to exceed the released or declared value as indicated. The carrier shall not be liable for loss or damage occurring after the property has been delivered to or receipted for by the consignee or shipper or the authorized agent of either. When the carrier is directed to unload or to deliver property (or render any services) at a place or places at which the shipper or its agents is not present the property shall be at the risk of the shipper after unloading or delivery. Where the carrier is directed to load property from (or render any services at) a place or places at which the shipper or its agent is not present property shall be at the risk of the shipper before loading or after shipper signed the inventory list. The carrier shall be liable only for its failure to use ordinary care and only on the basis of the shipper's declared valuation of the goods. The burden of proving negligence or failure to use ordinary care required by law shall be on the shipper. The carrier shall not be responsible with respect to damage, loss, or decay caused by acts of God or the public enemy, war, insurrection, strikes, labor trouble, riots, fire, earthquake, nature of the property or defects or inherent vice therein, deterioration by time, moths, termites, or other insects, vermin, rodents, wear and tear, leakage, fire or any cause beyond the carrier's control or any other cause unless such damage results from the carrier's control. The carrier is not responsible for mechanical or electrical function of any article such as but not limited to piano, radio, television set, DVD player, computer, VCR, barometer, refrigerator, clock, air conditioner, or other instrument or appliance whether or not such articles are packed or unpacked by Home & Office Movers

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Section 12: Operations

Item No. 1201	Stop-offs: Portions of a shipment moving in interstate commerce may be picked up or delivered at one or more places of origin, destination, or en route. Except as otherwise provided herein, charges will be for total weight of entire shipment for total distance via points of pickup or delivery or both from first point of pickup to final point of delivery, plus additional services charges applicable to each portion of the shipment.
Item No. 1202	Use of Agents or subcontractors: At times it is necessary for Home & Office Movers to reload the shipment onto a different truck from the one the shipment was originally loaded onto or to temporarily place the shipment in a storage unit prior to your delivery unless otherwise indicated in writing. Subcontractors and/or agents may be used at carrier's discretion to transport all or any portion of the shipment.

Section 13: Special Power of Attorney or Designation of Interstate shipper's agent/representative

Item No. 1301	Where shipper may not be available at the pick-up origin or delivery destination to review, negotiate, sign, or contract with the carrier for services; the shipper may designate through special "Power of Attorney" an agent such as agent, maid, building superintendent, employee of shipper, employer of shipper, real estate agent, shall be considered to constitute acceptance of the property and terms and conditions herewithin of the shipment by the shipper or consignee. // // // // // //
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Item No.
1302

Sample text of power of attorney designation:

**SPECIAL POWER OF ATTORNEY AND
 DESIGNATION OF INTERSTATE SHIPPER'S
 REPRESENTATIVE/AGENT**

I, _____ do hereby designate and appoint
PRINT NAME OF DESIGNEE
 through this special power of attorney, _____
PRINT NAME OF DESIGNATOR (YOU)
 my true and lawful representative and agent in my name and to act on behalf as the
 designated "shipper" in compliance with 49 USC § 13102131 to exercise or
 perform any legal act, power, duty, right or obligation whatsoever that I now have,
 in regard to any part of the interstate transportation of my household goods.

Through this designation of power of attorney I grant full legal authority to
 my designated representative/agent to receive, sign, endorse, accept, negotiate,
 acknowledge, and modify any and all elements, terms, or conditions, of any and all
 bills of lading, estimates, warehouse receipts, contracts, waivers, other instruments
 in writing of whatever kind as they determine necessary in my name. I understand
 that I am jointly bound, liable, responsible, and obligated by the actions or
 omission of my designated representative/agent through this power of attorney.

By my signature I acknowledge the terms of this power of attorney and
 hereby grant full legal authority to my designated representative/agent as described
 above.

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Section 14: Carrier's Lien

Item No. 1401	Carrier's Lien and Auctions: Home & Office Movers shall have a lien against any and all property tendered to it, and shall be authorized to sell the property at auction if the shipper does not accept delivery of the property and pay the applicable charges within 30 (thirty) days of the date delivery was attempted and refused. If delivery is refused, it will be assumed that the shipper abandons all rights to the property unless the carrier is otherwise notified in writing. All fees including legal fees, collection fees, auction fees shall be applied to the total outstanding balance due by the shipper to the carrier.
Item No. 1402	Terms and conditions of Lien: Carrier's lien (a) It is agreed that the carrier shall have a lien against any and all property tendered to it herebefore or hereafter tendered to it, and on the proceeds from the sale thereof for all charges provided herein, including without limitation claims for monies advanced storage, transportation, interest labor and all other charges or expenses in relation to said property or any part thereof, and also for court costs, reasonable attorney's fees and other legal expenses incurred by the carrier as a result of any litigation in which the carrier may be involved in connection with the tendered goods as any and all other charges and expenses for notice and advertisement of sale of the property when default has been made also for all costs inclusion of court costs, reasonable attorney fees in collection charges or enforcing this lien or caused for any controversy arising out of conflicting claims of ownership of any interpleaded action arising from the bailment of the goods or defending itself in the event the carrier is made a party to any litigation concerning the goods involved herein. If for any reason other than the fault of the carrier delivery cannot be made at the address given as the destination of which carrier has been notified, carrier at its option, may cause tariff and other lawful charges. Articles contained in shipment to be stored in a warehouse selected by it at the point of delivery or at other available points, at the costs of owner, and subject to a lien for all account charges (b) All goods upon which the carrier has a lien, are subject to sale at public auction to satisfy any and all unpaid charges including interest fees as above provided which charges are not paid when due plus the expenses including reasonable attorney fees, which may be necessitated by said sale. (c) The lien upon any and all property tendered with the carrier shall include unpaid charges and expenses pertaining to property previously tendered with the carrier regardless of whether said property has been delivered by the shipper. (d) The parties agree that in any sale conducted to satisfy the carrier lien all property which is subject to the lien plus the cost of preserving the goods and conducting the sale shall be remitted by the shipper (e) the carrier may at its discretion bring suit for reimbursement pursuant to the foregoing provision without first foreclosing upon this lien.
Item No. 1403	Shipper has represented and warranted to the carrier that it has lawful possession of any legal right and authority to tender all of the property herein described and that there are and will be no liens, mortgages or encumbrances on said property superior or adverse to the legal right and authority of shipper to contract for services and if

there be any litigation concerning the property, the shipper agreed to pay all storage and other charges together with costs and expenses, including reasonable attorney's fees which this carrier may reasonably incur or become liable to pay in connection therewith. This carrier shall have a lien on said property for charges and for such costs and expenses. Shipper agrees to indemnify Home & Office Movers with regard to any costs and expenses that may occur including but not limited to attorney's fees, with regard to a claim of ownership and/or possession made by any third party with regard to the goods specified herein.

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Item No. 1501	Impracticable Operations: nothing in this tariff shall require Home & Office Movers to perform any service at any point or location where through no fault or neglect of the carrier, the furnishing of such services is impracticable because: 1. The conditions of the roads, streets, driveway, alleys, or approaches thereto would subject operations to unreasonable risk of loss or damage to life or property; 2. Loading or unloading facilities inadequate; 3. Any force majeure, war, insurrection, riot, civil disturbance, strike, picketing or other disturbance would subject the operation to unreasonable risk of loss or damage to life or property or unreasonably jeopardize the ability of the carrier to render linchaul or pickup or delivery or any other service living or to at others points or locations; 4. Carriers hauling contractors, carrier's employees, or carrier's agents are precluded, for reasons beyond carrier's control, from entering premises where pickup or delivery is to be made; or where law or regulation prohibits.
Item No. 1502	Perishable, dangerous, or hazardous articles: No goods which are perishable, dangerous, hazardous, explosive, corrosive, or noxious shall be tendered to the Carrier without Carrier's express consent in writing and without the container or other covering in which the goods are to be carried as well as the goods themselves, being distinctly marked on the outside so as to indicate the nature and character of any such goods and so as to comply with any applicable laws, regulations or requirements. If any such goods are delivered to the Carrier without such written consent and marking, the Carrier shall not assume liability for those articles or for the loss or damage caused by the inclusion in the shipment.
Item No. 1503	Disclosure of Items of Extraordinary Value: If the consumer shipper notifies the Carrier in writing that an article valued at greater than \$100 per pound will be included in the shipment, the consumer shipper will be entitled to full recovery up to the declared value of the individual article or articles, not to exceed the declared value of the entire shipment.

Section 16: Lawsuits

Item No. 1601	Waiver of class action suits. The parties hereby waive any participation or involvement in any class action lawsuits against carrier or shipper.
Item No. 1602	Reasonable Attorney Fees: In the event litigation is necessary, the carrier shall recover from shipper any and all reasonable attorney fees and administrative costs and court costs incurred as a result of the litigation.
Item No. 1603	Confidentiality: Given the nature of this contract as it involves moving personal property, both parties agree to hold as confidential all terms, transactions, circumstances, agreements, terms and conditions, and actions of either party. Failure to comply with this section may result in a breach of contract and subject the shipper to legal liability. Note: this interstate tariff is published exclusively for Home & Office Movers and may not be transferred, used, sold, or copied by any other interstate carriers. Use by any other carrier other than Home & Office Movers is not authorized.

Section 17: Misc. Items

Item No. 1701	Classification of Parts or pieces of a complete article: Each shipping piece or package and contents thereof shall constitute one article except the total component parts of any article taken apart or knocked down for handling or loading in vehicle shall constitute one article for the purposes of determining the carriers liability.
Item No. 1702	Insurance: The cost of insurance against risk or any other insurance for the benefit of the shipper, will not be assumed by Home & Office Movers.
Item No. 1703	Interest charges: Subject to provision of federal law, a charge of the maximum allowed by law or 1.5% per month or fraction thereof (18% per annum) shall be added to all delinquent accounts. Furthermore, the shipper shall be responsible for all losses the carrier incurred as a result of attempting collection. This includes but is not limited to, attorney fees, fees for collection agent and court costs.
Item No. 1704	Compensation: Should both parties at or before the time of delivery agree to compensation in the amount due to shipper, and then payment of said compensation shall constitute an accord and satisfaction of all claims between carrier and shipper regarding this contract, including, but not limited to damage or missing property. If a job is canceled while moving in progress, shipper will be responsible for any reasonable charges incurred or services rendered.

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Item No. 1705	Entire agreement/Severability: If any portion or particular section of this tariff is found to be unenforceable for any reason it shall not affect the remainder of the terms and sections contained herewithin.
Item No. 1706	Servicing special Articles: The rates in this tariff are for transportation and do not include the servicing of any item. The consumer shipper agrees that unless it is expressly listed in writing carrier shall not be responsible for the servicing of any special articles or appliances including, but not limited to, clocks, computers, printers, CD players, refrigerators, freezers, washing machines, clothing dryers, dishwashers, radios, televisions, VCRs, DVD players, video game consoles, air conditioners, and any other machines or appliances which, if not properly serviced might be damaged in or incident to transit.
Item No. 1707	Deposit Refund and Cancellation of Service and fees: Estimates are to be canceled penalty free and deposits are fully refundable only if the customer cancels the move in writing during the 3 day window immediately after Bill of Lading is signed subject to 49 CFR § 375.505(h). An estimate/order may not be canceled and deposits are not refundable outside the three day window, or after the mover has begun the physical moving services, including but not limited to: packing, loading, storage, transportation to and from the pick-up or delivery address, etc. Moving services may not begin until the contract for service (Bill of Lading) is signed by the customer authorizing the mover to begin services. Services may not be canceled after the customer's property has been loaded on the truck. Many times and for many reasons customers or moving companies need to cancel the moving services outside of the three day window. In such cases where a consumer needs to cancel services the cancellation fee to be paid is as follows: 1. If property has not yet been moved from origin state: cancellation fee of 65% of the total charges plus payment of all storage charges. Cancellation fee does not include delivery back to place of origin. Upon cancellation consumer must pick up the goods themselves or hire a third party company to pick up the property from the storage facility. Payment in full must be made prior to release of the property. 2. If property has been moved from origin state: cancellation fee of 90% of the total charges plus payment of all storage charges. Cancellation fee does not include delivery back to place of origin. Upon cancellation consumer must pick up the goods themselves or hire a third party company to pick up the property from the storage facility. Payment in full must be made prior to release of the property.

Section 18: OPTIONAL CONTRACT OR POST CONTRACT SERVICES

Item No. 1801	Shippers may order any of these services at an additional charge. Unless the service listed below is ordered by the shipper the moving company is not required to perform that service. For example if long carry is necessary to deliver the property into the home, then this optional service must be ordered for that service to be performed. Under 49 USC 13707(b)(3)(C) payment for all post contract optional services is required before delivery and prior to unloading. For non-binding estimates, the 110% law does not apply to post-contract services. Optional post contract services must be paid in full before delivery and prior to unloading.
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Section 19: Storage in Transit

Item No. 1901	Storage in Transit: Storage in Transit is the temporary storage of the shipper's property pending further transportation. This may be necessary when the shipper's new home isn't ready to occupy and the items must be stored. The shipper must specifically request this service and the time cannot exceed a set amount of days determined by the carrier. Additional charges apply, along with warehouse handling and final delivery charges.
Item No. 1902	Time for Storage in Transit: Carrier is only required to hold property in Storage in Transit for a period not exceeding 30 days, or as otherwise contracted for in writing by shipper and carrier. If the shipper cannot accept delivery of the goods are required to be stored for more than 30 days, then the interstate transportation contract must be converted to a permanent storage contract in accordance with 49 CFR section 375.609. Once properly converted the shipper will be invoiced for monthly storage fees. Shipper's failure to pay for monthly storage fees and/or delivery services may result in the exercise of the carrier's lien and sale of the goods at public auction. Carrier's failure to convert SIT to permanent storage in accordance with 49 CFR section 375.609 at the 30 day mark, does not waive their right to do so at a later date; it simply extends the SIT period beyond the 30 days.
Item No. 1903	SIT conversion to permanent storage: (a) If a carrier is holding goods for storage-in-transit (SIT) and the period of time is about to expire, Home & Office Movers must comply with this section. (b) Carrier must notify the individual shipper, in writing, of the following four items: (1) The date of conversion to permanent storage. (2) The existence of a nine-month period after the date of conversion to permanent storage when the individual shipper may file claims against carrier for loss or damage occurring to the goods in transit, or during the storage-in-transit period. (3) The fact liability is ending.

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	(4) The fact the individual shipper's property will be subject to the rules, regulations, and charges of the warehouseman. (e) Carrier must make this notification at least 10 days before the expiration date of either one of the following two periods: (1) The specified period of time when the goods are to be held in storage. (2) The maximum period of time provided in your tariff for storage-in-transit. (f) Carrier must notify the individual shipper by facsimile transmission, e-mail, overnight courier, or certified mail, return receipt requested. (g) If carrier is holding household goods in storage-in-transit for a period of time less than 10 days, carrier must give notification to the individual shipper of the information specified in paragraph (b) of this section one day before the expiration date of the specified time when the goods are to be held in such storage. (h) Carrier must maintain a record of notifications as part of the records of the shipment. (i) Carrier's failure or refusal to notify the individual shipper will automatically effect a continuance of your carrier liability according to the applicable tariff provisions with respect to storage-in-transit until the end of the day following the date when you actually gave notice. *See addendum L for a sample form.
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Section 20: Packing Materials Charges

Item No. 2001	Packing materials: The packing material descriptions reflect the materials used in packing. The descriptions are not indicative of the items actually packed with the materials, as a variety of items may be packed with the indicated materials. Unpacking is not included in the charges and can be purchased at an additional charge. Guidance and disposal of materials used in packing is the responsibility of the shipper. Final determination of materials used cannot be determined until services have been completed. The shipper will be notified of final charges prior to delivery and while in transit. Carrier is authorized to use necessary packing materials. Items packed by shipper may be placed into additional containers to ensure efficient cargo space on the transit vehicle. All charges including additional services will be charged based on the full tariff rates. Carrier can provide a properly documented tariff adjustment/discount up to +/- 80% on top of the tariff rates based on time of year, availability of vehicles, origin and destination, promotions, specials, coupons, road conditions, weather, etc. Each tariff adjustment/discount, and the means of calculation, must be published as an amendment to the governing tariff.
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Section 21: Carrier's Right to work with an Interstate Broker

Item No. 2101	Authorization to use services of an Interstate broker: Subject to federal law Carrier is authorized to undertake moves that were booked by licensed brokers. Under the terms of the agreement between the Broker and Carrier ("409 agreement") Carrier shall adopt the broker's estimate as their own. Rates charged by the broker shall be based upon carrier's tariff rates which are incorporated by referenced into this document. An interstate household goods broker is any person or company who, for compensation, arranges, or offers to arrange the transportation of property by an authorized motor carrier. 49 CFR § 371.2(a). An interstate broker of household goods is required to be licensed by the FMCSA and to have in place at all times of operations a \$10,000 bond (\$75,000 bond as of 2013). An interstate broker provides estimates for household goods transportation services to potential consumer shippers. The motor carrier selected by the consumer shipper to perform the moving services must agree to adopt the broker's estimate as their own and follow the terms and conditions as estimated.
Item No. 2102	Contract requirement for brokers and motor carriers: Prior to a motor carrier accepting and adopting, as its own, an estimate from a broker, a contract must be executed between the parties. Commonly referred to as a "409 agreement" the agreement between the broker and the motor carrier must specify the role and duties of the broker and the motor carrier. The agreement must also grant authority for the broker to provide estimates on behalf of the motor carrier. Finally, the agreement must specify that the motor carrier agrees to adopt the estimate provided by the broker to a consumer shipper as its own. Note: this interstate tariff is published exclusive for Home & Office Movers and may not be transferred, used, sold, or copied by any other interstate carriers. Use by any other carrier other than Home & Office Movers is not authorized.

Section 22: Definitions

Item No. 2201	ACCESSORIAL SERVICES: These are services such as packing, appliance servicing, unpacking, or piano stair carries that a shipper may request to be performed. Charges for these services may be in addition to the line haul charges. ACTUAL CASH VALUE (ACV): Money equal to the cost of replacing lost, stolen or damaged property after depreciation. A method of determining the worth of an improvement.
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ADVANCED CHARGES: Charges for services not performed by the motor carrier but instead by a professional, craftsman or other third party at the shipper's request. The charges for these services are paid for by the motor carrier and added to your bill of lading charges.

AGENT: A local moving company authorized to act on behalf of the carrier.

APPLIANCE SERVICE: Preparation of major electrical appliances to make them safe for shipment.

BILL OF LADING: The receipt for the goods and the contract for their transportation.

BROKER: An interstate broker is any person or company who for compensation arranged for or offers to arrange the transportation of property by an authorized motor carrier.

BULKY ARTICLE: Include such items as boats, snowmobiles, golf carts, and campers. These "bulky" items usually carry an extra charge to compensate the hauler for the difficulty of loading and unloading, as well as for their unusual bulk or low-weight density.

CERTIFIED SCALE: Any scale designed for weighing motor vehicles, including trailers or semi-trailers not attached to a tractor, and certified by an authorized scale inspection and licensing authority. A certified scale may also be a platform or warehouse type scale that is properly inspected and certified.

CARRIER/MOVER: The moving company and its agents, contractors, employees, and representatives.

CASH ON DELIVERY (COD): This means payment is required at the time of delivery and prior to unloading at the destination residence (or warehouse).

CLAIM: A statement of loss or damage to any of the household goods while in the custody of the motor carrier or its affiliated agent.

CONSULTANT: Person with whom a shipper discusses the particular move requirements, who usually makes a note of items to be moved, provides information about their company and an estimate for services.

COST PER CUBIC METER: A rate given on the estimated space that the property will fill on a truck / container.

COST PER 100 LBS.: A rate given on the estimated weight of the property being transported.

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COST PER CUBIC FOOT: A rate given on the estimated space the property will fill on a truck / container.

COST PER HOUR: A rate given per hour based on the number of men and size of truck that will be charged on the time taken to carry out the move.

DEPARTMENT OF TRANSPORTATION (DOT): The federal agency which, through the Surface Transportation Board within the DOT, governs the interstate transportation industry, including movers of household goods.

ESTIMATE, BINDING: An agreement made in advance with the motor carrier. It provides that the total cost of the move will be based upon the quantities (specific item list) and services shown on the estimate.

ESTIMATE, NON-BINDING: What the motor carrier believes the cost will be, based upon the estimated weight of the shipment and the accessorial services requested. A non-binding estimate is not binding on the mover. The final charges will be based upon the actual weight of the shipment, the services provided, and the tariff provisions in effect.

GUARANTEED PICKUP AND DELIVERY SERVICE: An additional level of service featuring guaranteed dates of service. The motor carrier will provide reimbursement for any delay. This premium service is often subject to minimum weight requirements.

HIGH VALUE ARTICLE: Items included in a shipment that are valued at more than \$100 per pound. These items should be disclosed to the motor carrier to ensure they are protected accordingly.

INTRASTATE: Intrastate transportation of household goods is the movement of property from an origin to a destination within the same state. For example, when a shipper moves from Dallas, Texas, to Austin, Texas. Motor carriers performing services as an intrastate mover must be licensed with that individual state's regulatory body. Generally, the regulatory agencies governing intrastate motor carriers are the States' Public Utilities Commission (PUC) or Department of Transportation (State DOT).

INTERNATIONAL: International transportation of household goods is the movement of property from an origin in one country to a destination in another country. For example, when a shipper moves from the United States to England. For United States based companies, international moves are regulated by the Federal Maritime Commission (www.fmc.gov).

INTERSTATE: Interstate transportation of household goods is the movement of property from an origin in one state to a destination in another state. For example,

when a shipper moves from San Francisco, California, to Phoenix, Arizona. Interstate motor carriers transporting household goods are regulated and licensed by the U.S. Department of Transportation Federal Motor Carrier Safety Administration (FMCSA). More information about the regulatory and licensing requirements may be found at www.fmcsa.dot.gov.

INVENTORY: The detailed descriptive list of the household goods showing the number and condition of each item.

LINE HAUL CHARGES: The charges for the vehicle transportation portion of the move. These charges, if separately stated, apply in addition to the special/additional service charges.

LONG CARRY: A charge for carrying articles excessive in weight between the mover's vehicle and your residence. Charges for these services may be in addition to the line haul charges.

MAY: An option. Motor carrier may do so, though, this is not a requirement.

OPERATING AUTHORITY: The certification issued by a state or federal governmental department authorizing a mover or carrier to move household goods between designated geographical areas.

ORDER FOR SERVICE: The document authorizing the motor carrier to transport the household goods. An order for service is not a contract, however it may be combined with the bill of lading contract.

ORDER (BILL OF LADING) NUMBER: The number used to identify and track the shipment.

PBO (packed by owner): Occurs when articles are packed by the shipper for moving.

PEAK SEASON RATES: Higher line haul charges that are applicable during the summer months.

SHIPPER: The customer or customer's agent or representative who engaged the carrier to perform interstate domestic moving services.

SHUTTLE SERVICE: The use of a smaller vehicle to provide service to residences not accessible to the mover's normal line haul vehicles.

SPECIAL/ADDITIONAL SERVICES: These are services such as packing, appliance servicing, unpacking, or piano suit carries that the shipper request to be performed (or that are necessary because of landlord requirements or other special

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	circumstances). Charges for these services may be in addition to the line haul charges. STAIRS FLIGHT CHARGE: A charge for carrying items up or down flights of stairs. Charges for these services may be in addition to the line haul charges. STORAGE IN TRANSIT (SIT): Temporary warehouse storage of the shipment pending further transportation. For example, if the shipper's new home isn't quite ready to occupy they might request SIT. STORAGE VAULTS: Large wooden container, in which the property is loaded into, sealed and then stacked away. TARIFF: An issuance (in whole or in part) containing rates, rules, regulations, classifications, or other provisions. The Surface Transportation Board requires that a tariff contain three specific items. First, an accurate description of the services the mover offers to the public. Second, the specific applicable rates (or the basis for calculating the specific applicable rates) and service terms for services offered to the public. Third, the mover's tariff must be arranged in a way that allows you to determine the exact rate(s) and service terms applicable to your shipment. VALUATION: The degree of worth of the shipment. The valuation charge compensates the mover for assuming a greater degree of liability than is provided for in its base transportation charges. WAREHOUSE HANDLING: An additional charge applicable each time storage-in-transit service is provided. WEIGHT TICKET/CERTIFICATE: The van is weighed before and after the shipment is loaded. Each time the van is weighed, the driver gets a dated weight ticket stating the weight and where the truck was weighed. A copy of the weight ticket should go with the freight bill.
	Note: this Interstate tariff is published exclusive for Home & Office Movers and may not be transferred, used, sold, or copied by any other interstate carriers. Use by any other carrier other than Home & Office Movers is not authorized.

Addendums to Interstate Tariff Services and Rates

Addendum A:

Transportation "Line haul" charges within the 49 contiguous states of the United States:

Transportation "Line haul" charges within the 49 contiguous states of the United States:

Weight Based Charges: Where the line haul is priced subject to the weight of the shipment then the maximum charge for line haul transportation of a shipper's property is based on the actual weight of that property and charged at a price per pound up to \$1.00 per pound, unless otherwise specified in writing. Carrier can provide a rate adjustment/discount of +/- 80% of the base tariff rates based on time of year, availability of vehicles, origin and destination, promotions, specials, coupons, road conditions, weather, etc.

Cubic Feet Based Charges: Where the line haul is priced subject to the cubic feet occupied on the transport vehicle then the maximum charge for line haul transportation of a shipper's property is based on the actual cubic feet occupied by the property and charged at a price per pound up to \$10.00 per cubic foot, unless otherwise specified in writing. Carrier can provide a rate adjustment/discount of +/- 80% of the base tariff rates based on time of year, availability of vehicles, origin and destination, promotions, specials, coupons, road conditions, weather, etc.

Hourly Rate Charges: Except as otherwise specified in this tariff, carrier will charge shipper for labor services based upon an hourly rate charge. Labor time shall be calculated for all labor services computed to the nearest quarter hour. Except as otherwise specified in this tariff, labor time shall include carrying time, packing time, loading time, unloading time, and waiting or delay time. Carrier can provide a rate adjustment/discount of +/- 80% of the base tariff rates based on time of year, availability of vehicles, origin and destination, promotions, specials, coupons, road conditions, weather, etc.

Minimum charge: The minimum charge for each shipment will be based upon the published tariff rates for a shipment of 1,400 lbs. or its equivalent in cubic feet. As such, shipments weighing less than 1,400 lbs. will be charged as if 1,400 lbs. were transported. (See item 10.4 of this tariff for conversion formula). Where the space reservation option is selected by the shipper then the minimum charge will be based upon the space reservation selection.

Service Fees:

Service Fee:	Rate:
Fuel Surcharge:	15% of the line haul
Origin/Destination Surcharge:	9% of the line haul

ADDENDUM B:

Accessorial Charges and other bulky items: Pianos and Motorcycles and other bulky items are shipped at an additional special service charge listed as follows: Note: Carrier can provide a properly documented tariff adjustment/discount up to +/- 80% on top of the rates listed below based on time of year, availability of vehicles, origin and destination, promotions, specials, coupons, road conditions, weather, etc. Each tariff adjustment/discount, and the means of calculation, must be published as an amendment to the governing tariff.

Accessorial Charges	Rate
Upright Piano	\$250.00
Grand Piano	\$400.00
Baby Grand Piano	\$400.00
Motorcycle	\$450.00
ATV	\$450.00
Lawnmower	\$150.00
Motor scooter	\$200.00
Pool Table	\$200.00
Jacuzzi	Small: \$250 Large: \$550
Kayak/canoe	\$100.00
Misc. bulky item	\$500.00
Safe	\$250.00
Appliance	\$150.00
Vending machine	\$200.00
video game machine	\$200.00
Aquarium	\$200.00
Stairs at Origin (per 8 steps)	\$50.00
Long carry at Origin (per 50 feet)	\$100.00
Shuttle at Origin	\$1.00 per cu. ft. (minimum of \$300)
Elevator at Origin	\$100.00
Stairs at Destination (per 7 steps)	\$50.00
Long carry at Destination (per 50 feet)	\$100.00
Shuttle at Destination	\$1.00 per cu. ft. (minimum of \$300)
Elevator at Destination	\$100.00
Waiting time, per hour	\$150.00
Overnight waiting	\$650.00
Re-delivery	\$1.00 per cu. ft. (minimum of \$500)
Storage (per 100 cubic foot per month)	\$1.00 per cu. ft. per month (minimum of \$200)
Extra pickup	\$200.00
Extra delivery	\$200.00
Exclusive use of vehicle	75% additive charge to total line haul rates

Guaranteed Delivery	\$2,000.00
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Addendum C:

Form and Collection of Payment Reservation of Rights

Payment made upon	\$/Percent	Form accepted
Binding Estimate Fee	20%	Visa, Mastercard, cash, personal check
Booking Fee	30%	Visa, Mastercard, cash, cashier's check
Pickup	50%	Cash, money order, certified check
Delivery	Balance	Cash or Post Office Money Order

Upon booking a 30% deposit is required to be paid in the form of credit card (Visa, Mastercard), cashier's check, cash. Prior to pickup 50% of the balance is due in the form of Cash, money order, certified check. At delivery the balance is due prior to unloading in the form of Post Office Money Order or Cash only. Home & Office Movers reserves the right to collect up to 80% of balance due prior to the goods leaving the origin state. Subject to Federal law, payment in FULL of all charges is required before delivery and prior to unloading. Subject to the 110% law, if applicable. All charges are based on full tariff rates.

Binding Estimate Fee: In accordance with 49 USC § 14104(b)(1)(C)(ii) a fee may be imposed on the consumer shipper for providing a written binding estimate of services and charges. This fee is separate and above and beyond any all charges for services performed.

The Binding Estimate Fee is a charge for arranging shipper's transportation of household goods. It includes the cost of administration, dispatching, coordination and securing properly licensed motor carriers to transport shipment, provision of customer service and liaison between carrier and shipper in settling disputes and claims.

The Binding Estimate Fee for all jobs, subject to published tariff amendments, is as listed above but in any case shall not exceed the combined total line haul and accessorial charges.

Addendum D:

Lawsuits

A. AGREED MANDATORY CHOICE OF LAW, VENUE AND JURISDICTION. If a lawsuit becomes necessary to resolve any dispute between Home & Office Movers and shipper said suit shall and must only be brought in circuit or county court in and for Montgomery County, Maryland. Suits involving disputed over interstate shipments must be limited to the governing Federal law. Both parties agree to submit themselves to the jurisdiction of the Maryland Courts and agree given the relationship to the state, such exercise is reasonable and lawful. Shipper consents to jurisdiction in Montgomery County, Maryland and hereby waives the right to be served within the State of Maryland.

Addendum E:

OPTIONAL CONTRACT OR POST CONTRACT SERVICES

NOTICE: Shippers may order any of these services at an additional charge. Unless the service listed below is ordered by the shipper the moving company is not required to perform that service. For example if long carry is necessary to deliver the property into the home, then this optional service must be ordered for that service to be performed. Under 49 USC 13707(b)(3)(C) payment for all post contract optional services is required before delivery and prior to unloading. For non-binding estimates, the 110% law does not apply to post-contract services. Optional post contract services must be paid in full before delivery and prior to unloading.

Carrier can provide a properly documented tariff adjustment/discount up to +/- 30% on top of the rates listed below based on time of year, availability of vehicles, origin and destination, promotions, specials, seasons, road conditions, weather, etc. Each tariff adjustment/discount, and the means of calculation, must be published as an amendment to the governing tariff.

The following are the maximum tariff charges that may be applied to your move:

Accessory Charge	Rate
Upright Piano	\$250.00
Grand Piano	\$400.00
Baby Grand Piano	\$400.00
Motorcycle	\$450.00
ATV	\$450.00
Lawnmower	\$150.00
Motor scooter	\$200.00
Pool Table	\$400.00
Jacuzzi	Small \$350, Large \$550
Kayak/canoe	\$200.00

Misc. bulky item	\$500.00
Safe	\$250.00
Appliance	\$150.00
Vending machine	\$200.00
Video game machine	\$200.00
Aquarium	\$200.00
Stairs at Origin (per 7 steps)	\$50.00
Long carry at Origin (per 75 feet)	\$100.00
Shuttle at Origin	\$1.00 per cu. ft. (minimum of \$500)
Elevator at Origin	\$100.00
Stairs at Destination (per 7 steps)	\$50.00
Long carry at Destination (per 50 feet)	\$100.00
Shuttle at Destination	\$1.00 per cu. ft. (minimum of \$500)
Elevator at Destination	\$100.00
Waiting time, per hour	\$150.00
Overnight waiting	\$850.00
Re-delivery	\$1.00 per cu. ft. (minimum of \$500)
Storage (per 100 cubic foot per month)	\$1.00 per cu. ft. per month (minimum of \$200)
Extra pickup	\$200.00
Extra delivery	\$200.00
Exclusive use of vehicle	75% additive charge to total line haul rates
Guaranteed Delivery	\$2,000.00

NOTE: Also note that on interstate moves an 18 wheeler may be used to deliver the property. If your destination address does not have access for an 18 wheeler the shipper will be required to pay for shuttle service. Full re-heading fees are applied when Home & Office Movers must make a second attempt to deliver the property if for any reason the shipper did not accept delivery on the first attempt. Full re-heading fees must also be applied where goods are stored, for any reason, for more than one month (30 days) before an attempted delivery or delivery. Cubic footage used to calculate charges for storage and re-delivery must be divided by no less than seven to determine charges. Note: this interstate tariff is published exclusive for Home & Office Movers and may not be transferred, used, sold, or copied by any other interstate carriers. Use by any other carrier other than Home & Office Movers is not authorized.

Addendum F:

Packing Materials Charges

Packing materials: The packing material descriptions reflect the materials used in packing. The descriptions are not indicative of the items actually packed with the materials, as a variety of items may be packed with the indicated materials. Unpacking is not included in the charges and can be purchased at an additional charge. Riddance and disposal of materials used in packing is the responsibility of the shipper. Final determination of materials used cannot be determined until services have been completed. The shipper will be notified of final charges prior to delivery and while in transit, Carrier is authorized to use necessary packing materials. Items packed by shipper may be placed into additional containers to ensure efficient cargo space on the transit vehicle. All charges including additional services will be charged based on the full tariff rates. Carrier can provide a properly documented tariff adjustment/discount up to +/- 30% on top of the rates listed below based on time of year, availability of vehicles, origin and destination, promotions, specials, coupons, road conditions, weather, etc. Each tariff adjustment/discount, and the means of calculation, must be published as an amendment to the governing tariff.

Packing Materials	Item charge	Packing charge	Unpacking charge
BOOK BOX	\$4.00	\$4.00	\$0.35
SMALL LINEN BOX	\$4.50	\$4.50	\$1.45
LARGE LINEN BOX	\$6.00	\$6.50	\$1.95
WARDROBE BOX	\$15.00	\$10.00	\$0.95
MATTRESS COVER TWIN	\$12.00	\$10.00	\$2.50
MATTRESS COVER FULL	\$12.00	\$10.00	\$2.50
MATTRESS COVER QUEEN	\$13.00	\$10.00	\$2.50
MATTRESS COVER KING	\$16.00	\$10.00	\$2.50
PICTURE BOX	\$10.00	\$15.00	\$2.50
MIRROR BOX	\$12.00	\$15.00	\$2.50
PACKING PAPER	\$30.00		
BUBBLE WRAP	\$40.00	\$20.00	\$30.00
SHRINK WRAP	\$30.00	\$16.00	\$30.00
TAPE PER ROL	\$4.00		
MOVING BLANKET -SAL	\$30.00		
CRATE SMALL	\$12.00	\$18.00	\$2.50
CRATE MEDIUM	\$15.00	\$15.00	\$2.95
CRATE LARGE	\$15.00	\$20.00	\$2.95
DISH BOX	\$12.00	\$23.00	\$3.95
MATTRESS BOX	\$18.00	\$4.95	\$2.50
LAMP BOX	\$3.00	\$12.00	\$1.95
Commercial Linen Box	\$25.00	\$4.95	\$2.50

Addendum G- Weight Rate Schedule

NOTE: Carrier can provide a properly documented tariff adjustment/discount up to +/- 80% on top of the rates listed below based on time of year, availability of vehicles, origin and destination, promotions, specials, coupons, road conditions, weather, etc. Each tariff adjustment/discount, and the means of calculation, must be published as an amendment to the governing tariff.

Conversion to weight from cubic feet, and visa versa, will be based on a multiplier of 7.

For example:

1,400 lbs will be charged at a rate equal to [1,400 lbs. ÷ 7 = 200 cu.ft.]
200 cu.ft. will be charged at a rate equal to [7 x 200 cu.ft. = 1,400 lbs.]

FROM ZONE:	TO ZONE:	TO ZONE:	TO ZONE:	TO ZONE:	TO ZONE:
AK AZ AR CA CO CT DE FL GA HI ID IL IN IA KS KY LA ME MD MA MI MN MS MO MT NE NV NH NJ NM NY NC ND OH OK OR PA RI SC SD TN TX UT VT VA WA WV WI WY	CA, WA, OR, NV, ID, CO, UT, AZ	TX, FL, NC, GA, SC	IL, OH, MI, IN, IA, TN, AL, ME, VA	WJ, MN, SD, ND, WY, MT	NH, ME, VT, WV
2000 to 2500	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
2501 to 3000	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
3001 to 3500	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
3501 to 4000	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
4001 to 4500	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
4501 to 5000	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
5001 to 5500	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
5501 to 6000	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
6001 or more	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00

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FROM ZONE:	TO ZONE:	TO ZONE:	TO ZONE:	TO ZONE:	TO ZONE:
AK AZ AR CA CO CT DE FL GA HI ID IL IN IA KS KY LA ME MD MA MI MN MS MO MT NE NV NH NJ NM NY NC ND OH OK OR PA RI SC SD TN TX UT VT VA WA WV WI WY	NY, NJ, CT, PA	MD, DC, VA	All other states		
2000 to 2500	\$1.00	\$1.00	\$1.00		
2501 to 3000	\$1.00	\$1.00	\$1.00		
3001 to 3500	\$1.00	\$1.00	\$1.00		
3501 to 4000	\$1.00	\$1.00	\$1.00		
4001 to 4500	\$1.00	\$1.00	\$1.00		
4501 to 5000	\$1.00	\$1.00	\$1.00		
5001 to 5500	\$1.00	\$1.00	\$1.00		
5501 to 6000	\$1.00	\$1.00	\$1.00		
6001 or more	\$1.00	\$1.00	\$1.00		

Addendum H- Cubic Feet Rate Schedule

NOTE: Carrier can provide a properly documented tariff adjustment/discount up to +/- 80% on top of the rates listed below based on time of year, availability of vehicles, origin and destination, promotions, specials, coupons, road conditions, weather, etc. Each tariff adjustment/discount, and the means of calculation, must be published as an amendment to the governing tariff.

Conversion to weight from cubic feet, and visa versa, will be based on a density of 7.

For example:

*1,400 lbs. will be charged at a rate equal to 1,400 lbs. ÷ 7 = 200 cu.ft.
 200 cu.ft. will be charged at a rate equal to 1,400 cu.ft. × 7 = 1,400 lbs.*

FROM ZONE	TO ZONE	TO ZONE	TO ZONE
AK, AZ, AR, CA, CO, CT, DE, FL, GA, HI, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY	CA, WA, OR, NV, ID, CO, UT, AZ	TX, FL, AL, GA, SC	IL, OH, MI, KY, IN, TN, AL, MS, LA, WI, MN, SD, ND, VY, MT
0 to 200 c.f.	\$4.00	\$9.00	\$10.00
201 to 500 c.f.	\$6.00	\$7.00	\$10.00
501 to 1,000 c.f.	\$6.00	\$6.00	\$9.00
1,001 to 1,500 c.f.	\$5.00	\$6.00	\$7.00
1,501 to 2,000 c.f.	\$5.00	\$6.00	\$7.00
2,001 to 2,500 c.f.	\$5.00	\$6.00	\$7.00
2,501 to 3,000 c.f.	\$5.00	\$6.00	\$7.00
3,001 and over c.f.	\$5.00	\$6.00	\$7.00

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FROM ZONE:	TO ZONE:	TO ZONE:	TO ZONE:	TO ZONE:
AK AZ AR CA CO CT DE FL GA HI IL IN IA KS KY LA ME MD MA MI MN MS MO MT NE NV NH NJ NM NY NC ND OH OK OR PA RI SC SD TN TX UT VT VA WA WV WI WY	NY, NJ, CT, PA	MD, DC, VA	NH, ME, VT, WV	All other states
0 to 200 c.f.	\$7.00	\$8.00	\$9.00	\$7.00
201 to 500 c.f.	\$6.00	\$7.00	\$8.00	\$7.00
501 to 1,000 c.f.	\$5.00	\$6.00	\$7.00	\$7.00
1,001 to 1,500 c.f.	\$5.00	\$6.00	\$7.00	\$7.00
1,501 to 2,000 c.f.	\$5.00	\$6.00	\$7.00	\$7.00
2,001 to 2,500 c.f.	\$5.00	\$6.00	\$7.00	\$7.00
2,501 to 3,000 c.f.	\$5.00	\$6.00	\$7.00	\$7.00
3,001 and over c.f.	\$5.00	\$6.00	\$7.00	\$7.00

Addendum I - Interstate Hourly Rates

Rate Schedule

Number of men	Number of Trucks	Rate per hour
Crew of 2 men	One	\$200.00 per hour
Crew of 3 men	One	\$250.00 per hour
Crew of 4 men	One	\$275.00 per hour
Crew of 3 men	Two	\$250.00 per hour
Crew of 4 men	Two	\$275.00 per hour

*NOTE: Drive time will be doublet. Drive time is calculated one way between locations. Locations include the origin, storage facility, and/or destination. There will be a 3 hour minimum on all jobs.

Addendum J - Tariff and shipping documents summary

This interstate tariff was published in compliance with the FMCSA and STB regulations codified in 49 USC Section 13702. The interstate household goods industry is regulated by the federal government and compliance with the governing regulations is essential in motor carrier operations. Motor carriers must make certain to review the tariff prices and terms and conditions for accuracy and document updates or adjustments as they are made. Long term success in the interstate moving industry is based upon the foundation of strict regulatory compliance and a commitment to customer satisfaction.

Tariff compliance and updates: Motor carriers are required to conduct their operations in compliance with the FMCSA and STB regulations and follow the tariff terms, conditions, and prices. Any changes to the terms or prices must be documented in the tariff book and made available for inspection upon reasonable request.

Page 1 of the tariff contains a blank line where Home & Office Movers is required to insert the "effective date" of when the price, term, or adjustment becomes effective. Please make certain to write in the effective date on Page 1. Additionally, tariff rates/prices for line haul and accessorial services must NOT be randomly or individually discounted. Motor carriers may not charge or receive different rates/prices for services other than the rates/prices specified in the tariff. This includes offering a discount or returning part of the rate to a customer.

Amendments, adjustments, or changes to tariff rates/prices, properly documented, may be used to change the rates/prices for services; this is the only form of "discounting" that may be permissible. Under this method careful record keeping must be used to follow the law. (49 USC section 13702(i)(2)). Each time and adjustment to a term or rate in the tariff is made it must be documented and the effective date updated. Motor carriers are required to operate in strict adherence to the tariff prices, terms, and conditions.

Interstate Shipping documents and FMCSA regulations: All interstate shipping documents must be in compliance with the FMCSA regulations and filled out completely and accurately. As the laws governing the industry are changed or updated by the FMCSA; updated versions of the documents may be necessary. Motor carriers should update their shipping documents as the regulations change. It is advised that before the start of each moving season motor carriers should check if new versions of the documents are available.

All shipping documents must be filled out completely and correctly. Customers must be provided a complete copy of each document for their records. Shipping documents to be provided to consumers include, but are not limited to following:

- A. Written estimate (binding or non-binding)
- B. Rights and Responsibilities when you move booklet and Ready to Move pamphlet
- C. Order for Service
- D. Bill of Lading
- E. Inventory logs

- f. Neutral arbitration disclosure
- g. Post contract services order form
- h. Valuation addendum
- i. Onsite new estimate

A. Written estimate (binding or non-binding). The shipping estimate, under 49 CFR Section 375.401, is a written document itemizing the total estimated charges for the anticipated move. The estimate must be issued as either "binding" or "non-binding" and must specify the form of payment which the company will accept from the customer, must contain all the pertinent pricing and delivery information, and must be signed by both the customer and a representative from the carrier. Estimates must be based upon a visual inspection of the customer's property unless the customer's pick up location is more than 50 miles from the carrier's location or if the customer waives their legal right to a visual inspection of the property in writing.

Estimates must be based upon the terms, conditions, and price formulas from the carrier's published tariff. Estimates should contain unambiguous terms and conditions, and explain to the consumer what is and what is not included in the estimated price. The more accurate information the consumer is provided up front, the less uncertainty will be caused during and after the move. An estimate should also contain a complete menu of all potential accessorial charges that could incur for services ordered by the consumer that were not originally anticipated in the estimate. A consumer should be advised in advance of any and all potential additional service charges.

B. Rights and Responsibilities when you move booklet and Ready to Move Pamphlet: The FMCSA has published consumer publications helping to explain to consumers the regulations surrounding an interstate move. The Rights and Responsibilities when you move booklet and Ready to Move Pamphlet must be provided to the consumer in advance of issuing an Order for Service, 49 CFR Section 375.215. The Rights and Responsibilities when you move booklet and Ready to Move Pamphlet contain important information that will help inform the consumer of the unique regulations and services involving an interstate move. Carriers should provide the publications in as many days in advance of the move as possible so the customer has time to review the publications thoroughly.

C. Order for Service: Eliminated as of 06-27, 2022

D. Bill of lading: The bill of lading is the controlling contract between the shipper and the carrier; it should contain a complete itemized list of all the actual charges and payments. The bill of lading is the customer's receipt of the transaction and must contain a detailed itemization of the actual charges incurred for the services performed. The order for service and bill of lading may be combined as one document. 49 CFR Section 375.505(a)

E. Inventory logs: Each interstate shipment must include a written itemized inventory log for all goods to be transported by the carrier. The inventory must itemize each box, carton, furniture, or misc. item include dirt shipment, 49 CFR Section 375.503. Every item loaded on the vehicle must be assigned an inventory number and its condition at origin documented. Upon delivery, the inventory item numbers are to be used to confirm that each item arrived. The consumer must be

F. Neutral arbitration disclosure: Interstate moving companies are required to participate in neutral arbitration programs that the consumer may avail themselves of in the event of a conflict involving the final price for services, or damage and/or missing items. A concise easy to read summary of the information concerning the neutral arbitration program must be disclosed to the consumer in writing in accordance with 49 CFR Section 375.211.

G. Post contract services order form: These optional services are sometimes not included in the estimate and must be ordered by the customer and paid for separately. It is the consumer's option to order any of these services at an additional charge. Under 49 USC 13107(b)(5)(C) a consumer may not be forced to purchase post contract services. For example if long carry is necessary to deliver the property into the home, then this optional service must be ordered and paid in full prior to that service to be performed.

II. Valuation addendum. The valuation addendum to the bill of lading contains the valuation information as required by the STB. This important document allows the customer to select between the default full value protection valuation or waive full value and select the limited liability of \$0.60 per pound per article.

1. Onsite New Estimate: In regard to the onsite new estimate, please note that this important shipping document must only be used when the customer changes their order for moving services after the original written estimate has been issued, but before moving services have begun. Changes could include ordering additional services or moving additional items. **A onsite new estimate should only be used in circumstances where the customer has made substantial changes to their order for moving services; it should not be used for every move or as part of your regular business model.** Most importantly, in the cases where a onsite new estimate is necessary, the customer must be given a fully itemized copy of the document listing the new total estimated price and additional services. Moving services may only begin after the customer has reviewed, approved, signed, and given a copy the onsite new estimate.

In accordance with 49 CFR § 305.403(a)(6)(ii) and/or 49 CFR § 305.405(b)(7)(i): If prior to or on the day of the scheduled pick-up the shipper tenders more property or makes a change to the initial order for which they received an estimate, carrier may either (1) undertake the job with the additional property, in which case the shipper would only be required to pay 10% more than the initial estimate to receive the property on a non-binding estimate or 100% of the binding estimate and the remaining balance will be billed after the 30 day deferralment. Or (2) the carrier and shipper may execute a NEW ESTIMATE document, PRIOR TO LOADING OR OTHERWISE BEGINNING THE JOB, this new estimate given prior to loading will serve as the only active estimate for which charges will be calculated.

NOTICE: How to prevent "lowballing" and abuse of onsite new estimates.

The onsite new estimate is a tool authorized by FMCSA regulation to be used in situations where the consumer shipper has made last minute additions to the property being transported or if they order last minute services – such as packing or storage. The onsite new estimate cancels the original estimate and creates a new higher estimate accounting for the additional property to be transported or services ordered by the consumer shipper.

A onsite new estimate which has been reviewed, authorized, and signed by the consumer shipper prior to the start of moving services will serve as the only active estimate for which charges will be calculated. In effect, the onsite new estimate cancels the original estimate and acts as the new governing estimate.

A onsite new estimate is an important and legitimate tool to be used when the consumer shipper makes an unplanned last minute addition to the services ordered. However, some dishonest motor carriers have abused this process by purposefully “lowballing” the original estimate in anticipation of using a onsite new estimate to increase the charges for services at the last minute.



WARNING: Lowballing estimates is a crime subject to criminal prosecution. Companies must take steps to safeguard against low ball estimates. There are many situations where the legitimate use of a revised written estimate is necessary. However, **company management should have safeguards in place to prevent “lowballing”** and abuse of revised written estimates. A simple step management can take is to calculate the percentage of total jobs where a revised written estimate was used to increase the estimate on the day of the move. For example, if 90% of a particular estimator’s booked moves increased on the day of the move – then there is a problem with the quality of original estimates being issued. **If original estimates are honest and accurate then the percentage of estimate increases on the day of the move should be relatively low and a revised written estimate not necessary.**

When confronted with the fraudulent use of a onsite new estimate, consumer shippers may have little choice but to agree to the inflated price because they are forced into a position where they cannot reasonably find another moving company at the last minute. The consumer would have presumably made travel arrangements, or gave notice to vacate their home, or scheduled the start of a new job, etc. – all in good faith reliance on the accuracy of the original estimate. An interstate broker or motor company “lowballing” and purposefully abusing a onsite new estimate in this manner is guilty of criminal fraud and extortion.⁶

Interstate moving companies have a responsibility to protect their customers against this type of fraud. As part of this responsibility management should set companywide standards to ensure the accuracy of estimates, and monitor estimators to safeguard against “lowballing.” To help safeguard against “lowballing” and onsite new estimate abuse interstate movers could do the following:

Safeguard against “lowballing” and abuse of a onsite new estimate by:

⁶ See 48 U.S.C. §§ 971, 1343; 18 U.S.C. §§ 1343, 1344; 18 U.S.C. §§ 1343, 1344.

1. Provide consumer shippers with honest estimates based on a detailed and an accurate item list and services to be performed.
2. Prior to the moving day inform the consumer shipper of the possibility and rates for all additional charges and optional services.
3. Prior to the moving day make certain the consumer shipper understands that the price is not guaranteed if additional items are moved or additional services ordered.
4. Verify the accuracy of the original estimate by contacting the consumer shipper several days prior to the move to confirm the services ordered and find out if any changes have been made to the number of items to be moved or services requested and inform the consumer of any changes to the price.
5. Regularly monitor the percentage of total moves where the original estimate increased on the day of the move. If original estimates are honest and accurate then the percentage of estimate increases on the day of the move should be relatively low.
6. If the customer cancels the services prior to the move date due to an increase in the estimated price make certain to return the customer's deposit in full.
7. If there is a legitimate reason to revise an estimate, make certain to use a onsite new estimate form that contains a warning to the consumer shipper not to sign blank documents.
8. Establish companywide policy that prevents interline agent carriers to issue a onsite new estimate without prior company authorization. By requiring company authorization, management can confirm with the customer that the need for a onsite new estimate is legitimate, in compliance with the governing regulations, and that it was approved in good faith prior to servicing beginning.

Addendum K - Customer Service

A successfully moving company fully complies with all governing regulations and provides top quality customer service. Good customer service is one of the most important aspects within a successful business. Quality service is defined by not only meeting the customer's needs but the ability to go above and beyond the customer's expectations. This ability to surpass expectations allows the customer to recognize the excellent organizational skills of your business and the commitment toward continually identifying individual customer needs. It is important to keep in mind that your business is judged not only by the service you perform, but also your customer communication throughout. The following is a general guideline for developing quality customer service.

First Impressions.

The way a customer is greeted directly reflects upon the quality of your business. A professional greeting provides a positive reflection on the company. This can be accomplished by:

1. Directly stating the full company name followed by the employee's name. Example: "Moving Incorporated. This is Jane speaking" or
2. Stating gratitude for the company and addressing assistance. Example: "Thank you for calling Moving Incorporated. This is Jane, how can I help you?"

While the first example can be used as a greeting for general incoming calls, the second is a more personal greeting that can be used for direct lines toward inquires or complaints.

The use of either of the two reflects the professionalism of the company and the services provided. A friendly greeting can provide an agitated, curious, or inquiring customer with a sense of security that any problems or questions they have can be solved.

Keeping Promises

Many times an agreement made between a company and the customer can be misinterpreted or broken. Never make promises to a customer that cannot be kept or give unrealistic or unclear estimations. Remember that the customer is relying on the company to reach deadlines. Always be clear and concise on what the exact agreement is and certain that the customer understands what is being said. This can be accomplished by:

1. **Providing accurate estimates.** Example: when giving an estimated pickup or delivery date range be consistent and concise. Instead of giving the customer a five day opening provide a more accurate time frame such as a two day estimation. The more precise the estimate the better. It is always advised that in-person visual estimates will be provided to customers.

2. **Providing detailed information.** Example: if a consumer shipper is inquiring about pricing give a detailed list of the services provided along with the cost. People like to know up

front what to expect. Allow the consumer shipper to decide which service best suits their needs by explaining in detail what they will be receiving.

3. Providing honest answers. Example: honesty is the best policy. If you are unable to give an accurate answer, inform the customer that you do not have the information at this time. However do make sure that the consumer shipper's question is answered as soon as possible. A moving company must understand that consumer shippers are relying on the information and estimates provided to be honest and reasonably accurate.

4. Providing a mutual understanding. Example: if the consumer shipper does not understand the estimate, repeat in detail the full arrangement and follow up by repeating any aspect still not understood. Even when a consumer shipper appears to have a clear understanding, have them repeat back the agreement made to make sure there are no misinterpretations. A consumer shipper should always be informed well in advance of the move date of any and all possible charges over the estimate.

The customer is always right.

Even when taking the necessary steps to assure customer satisfaction mistakes occur. Whether it is a mistake made by the customer or the company, the best way to turn a negative situation into a positive is to not only correct the problem, but to exceed the customer's expectations. Be polite and apologize for the misunderstanding and any inconvenience the situation may have caused. This can be accomplished by:

Being helpful and apologetic. Example: "I apologize for the inconvenience this has caused you, Mr. Smith. Please understand that we are doing everything we can at this time to correct the situation."

In some circumstances, delays and misunderstandings can create a sense of frustration for the customer. In these situations remember that it is the company's job to ensure customer satisfaction. Be sure to listen carefully and identify the customer's needs and/or complaints so the situation can be resolved as quickly as possible to avoid any further problems. Learn from the experience and apply it to other customers that may have the same or be experiencing similar problems.

Customer appreciation.

This part of customer service is often the most overlooked. Thanking your customers for choosing to do business with you is the finishing touch to assuring a positive experience.

This is especially important when dealing with customer complaints or unexpected situations that may arise that can cause complications. A show of appreciation can create a satisfied customer and can often become an important marketing tool.

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A positive experience begins with a professional first impression and ends with an acknowledgment of appreciation. Surpassing expectations shows the customer the company's commitment toward creating a positive and satisfying experience.

Going above and beyond.

Taking that extra step to ensure the customer's needs are not only met but exceeded upon can make all the difference in getting a satisfied customer. Though the customer may not verbally acknowledge the steps your company has taken towards satisfaction, he assumes that any extra efforts made do not go unnoticed. A satisfied customer will often return to a company they have had a previous positive experience with and share that experience with others, building up a positive reputation for the services provided. Even the smallest action reflects upon the company. Examine the services the company provides and think of ways to continually improve upon them. Ask yourself:

- What can be done to improve customer satisfaction?
- Has the customer's needs been met and/or exceeded?
- How has the company differentiated itself from others offering similar services?
- Has the customer felt like their satisfaction is the number one priority?

Taking these extra steps to assure a positive experience for each customer is an important step toward maintaining a satisfied customer.

Addendum L - Storage in Transit Conversion

NOTICE OF CONVERSION FROM STORAGE IN TRANSIT TO PERMANENT STORAGE

Federal Law under 49 CTR Section 375.609 allows for an interstate shipment to be converted from an interstate moving job into a permanent storage job. By properly converting the job you may be able to bill and collect monthly storage payments.

When to use SIT conversion letter:

Generally, you would use the SIT conversion letter in two situations:

- (1) When an interstate customer's property is placed in unplanned storage and you wish to bill and collect monthly storage payments;
- (2) If the customer has not paid for services and you wish to begin auction procedures in accordance with state UCC regulations. *Notes on SIT letter* does not replace an auction letter and procedures – it is pre-auction procedures beginning.

How to use SIT conversion form:

Whether you are using the SIT conversion letter to charge and collect monthly storage payments, or to begin auction procedures – you would use the letter the same way. You must send the customer written notice that they have at least 10 days in which to schedule the delivery and make payment in accordance with the shipping agreement. If the customer does not respond and make the necessary delivery arrangements, the job automatically converts into permanent storage 10 days after notice of the letter. Please fill out the following on the letter template:

- (1) Date the letter is being sent to the customer.
- (2) Name and address where the letter is being mailed and/or e-mailed.
- (3) The date of conversion (at least **ten** days from the date the letter is being issued)
- (4) The dollar amount the customer would have to pay to accept delivery and avoid SIT conversion. *Note:* you must only demand the amount of the estimate or the onsite crew estimate.

Effect of SIT conversion:

Once the SIT letter is sent out and the ten day notice period expires then the job automatically becomes a permanent storage job. The job is no longer an interstate moving shipment. As such, if at any point after the conversion, the customer wishes to arrange for an interstate move – a new estimate, contract, etc. must be issued in accordance with all FMCSA rules as if it were a brand new moving job.

SAMPLE:

**NOTICE OF CONVERSION FROM
STORAGE IN TRANSIT TO PERMANENT STORAGE**

[Date]

[Name]

[Address]

[City, state, zip]

Re: NOTICE OF CONVERSION TO PERMANENT STORAGE

Dear Mr./Ms. [name]:

Please be advised that you are receiving this letter in compliance with federal regulation 49 CFR section 375.609 as notice that your property currently in storage will be converted from Storage-in-transit (SIT) to permanent storage as of [DATE].

Beginning on the date of conversion listed above you will have nine months to file a claim for loss or damage occurring while the goods were in transit or during the storage-in-transit period. As of the date of conversion our liability for the property under federal law will end.

As of the date of conversion the property will be stored based upon state regulation and the rules, regulations, and charges of the warehouseman. The storage charges will no longer be limited by the interstate tariff provisions. Failure to pay the total charges for storage and service provided may subject the property to sale at public auction.

Please contact the moving and storage company as soon as possible to make arrangements to pay the balance due of \$_____ and arrange for delivery to avoid conversion to permanent storage. Time is of the essence.

PLEASE GOVERN YOURSELF ACCORDINGLY.

Very truly,

[name]

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Instructions on how to update and/or adjust tariff terms or rates:

Tariff Amendments and Rate Adjustments

Tariff rates/prices for line haul and accessorial services must NOT be randomly or individually discounted. Motor carriers may not charge or receive different rates/prices for services other than the rates/prices specified in the tariff. This includes offering a discount or returning part of the rate to a customer. However, amendments or changes to tariff rates/prices, properly documented, may be used to change the rates/prices for services; this is the only form of "discounting" that may be permissible. Under this method careful record keeping must be used to follow the law (49 USC section 13702(a)(2)). Each time you adjust a term or rate in the tariff you must document the change and effective date. Note: this interstate tariff is published exclusively for Home & Office Movers and may not be transferred, used, sold, or copied by any other interstate carriers. Use by any other carrier other than Home & Office Movers is not authorized.

The following is one example of tariff rate adjustment, with listing the item, rule, rate, and effective date. This is only a sample and not the only method available for updating and documenting changes in the tariff. Any method you create must include the specific change, the new rate or term, and the effective date of the change. The history of all changes must be kept in the tariff. All updates and original rates must be kept and recorded to show the complete history of rates and terms.

Service	Rule	New Rate	Effective Date
Fuel	Fuel surcharge per line haul	10%	01-05-2023
Line haul	FL to CA, 2,000 to 5,000 lbs.	\$0.45 / lb.	02-15-2023
Wardrobe box	Price per wardrobe box	\$19.50 ea.	03-02-2023
Line haul	All rates off locations	+ 12%	04-15-2023
Booking Deposit	For all shipments	20%	04-20-2023
Stairs	For all shipments	\$55 per flight	04-20-2023
Line Haul	TX to CA, 600 to 700 cubic feet	\$4.50 / cf	05-11-2023

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7 SAMPLES

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Tariff Amendments and Rate Adjustments

[illegible]

Tariff Amendments and Rate Adjustments, continued.

[illegible]

Tariff Amendments and Rate Adjustments

[illegible]

Tariff Amendments and Rate Adjustments

[illegible]

Tariff Amendments and Rate Adjustments, continued.

[illegible]

Tariff Amendments and Rate Adjustments

[illegible]

Tariff Amendments and Rate Adjustments, continued.

[illegible]

Tariff Amendments and Rate Adjustments

[illegible]

Tariff Amendments and Rate Adjustments, continued.

[illegible]

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HOME & OFFICE