

SECTION 1

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

RULES and OTHER PROVISIONS WHICH GOVERN the TARIFF



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

▲ODOT Docket 17049

For explanation of abbreviations and reference marks not explained on this page, see last page.

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FOR FUTURE APPLICATION

For explanation of abbreviations and reference marks not explained on this page, see last page.

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RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF

ITEM

GOVERNING PUBLICATIONS

100

Except as otherwise provided, this Tariff is governed by the following publications, supplements thereto and subsequent re-issues thereof (Subject to Note 1).

NOTE 1: If there is a conflict between this Tariff and any Bill of Lading or other shipping document prepared in connection with a shipment, this Tariff will control and govern the movement of goods.

① Restricted as Follows:

- A: Practical Routing Method between Specific Zip Codes will be the routing method used. City Centers may be used ONLY when Zip Codes are not available.
- B: The most current software version shall be used.
- C: Applies ONLY via the following carriers in lieu of ODW 101 and PIN 101: BMS, BST, AXND, CAS, CCR, CHP, CMS, CMSC, CUA, CUR, EASG, EUGE, FRMS, FTC, GOM, KLAM, LILM, MRGQ, NWM, ONTC, PTI, PMS, PRNS, SOMS, SWRM, TTT, UST, WEX, WMI, & WSM.
- D: If an error in mileage is found using the electronic mileage guide, then the carrier may use the shortest practical mileage routing, excluding the restricted road segments. In that event, please refer to an official Oregon state map.

PUBLICATION	ODOT DESIGNATION	NOMENCLATURE	ISSUING AGENT
ODW 101	29	Mileage Guide	Oregon Moving & Storage Association, Agent
STB PML 100 Version 12.7	ProMiles for Oregon Ver. 12.7	Intra Oregon HHG Mileage Guide & Packing Materials Calculators	① ProMiles, Willamette Traffic Bureau, Inc., Agent
OAR #740-060-0100	OR Administrative Rules	Motor Carrier Rules and Regulations	ODOT – OR Dept. of Transportation
Chapter 825, Motor Carriers	LAWS	Oregon Laws	ODOT – OR Dept. of Transportation

▲ ODOT Order 17076 cancels Item 105.

For explanation of abbreviations and reference marks not explained on this page, see last page.

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RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF

ITEM

DEFINITIONS of TERMS

110

This Item contains definition of terms used in the Tariff not already defined in the specific Items where the term is used.

ALPHA-NUMERIC CODE DESIGNATIONS

See Item 10 of Section P for Alpha-Numeric Code designations for Oregon incorporated cities.
See Item 20 of Section P for Alpha Code designations for participating carriers.

COMMERCIAL AREAS, DEFINITIONS OF

See the Page 1 of Section P for definitions of Oregon Commercial Areas

HOLIDAYS – LEGAL HOLIDAYS

The terms "Holidays" and "Legal Holidays" shall be understood as meaning the following listing. This listing differs from the Official Oregon State Holidays ONLY in that it recognizes Christmas Eve as a holiday.

- | | |
|---|--|
| New Year's Day, (January 1st) | Labor Day, (First Monday in September) |
| ② Martin Luther King Day, (3rd Monday in January) | ② Veterans Day, (November 11th) |
| ② President's Day, (3rd Monday in February) | Thanksgiving Day, (4th Thursday in November) |
| Easter Sunday, (March 22 <-> April 25) | |
| ① Memorial Day, (The Last Monday in May) | ② Christmas Eve, (December 24th) |
| Independence Day, (July 4th) | Christmas Day, (December 25th) |

- ① Memorial Day is also referred to as "Decoration Day" in this Publication.
- ② Dates flagged with this symbol will be considered Holidays with respect to rates or charges in ONLY Section 1 of this Tariff, NOT with respect to rates or charges in other Sections of this Tariff.

MAN, MEN

The terms "man" and "men" shall mean movers of either sex.

PLACE

The term "Place" means a particular street address or other designation of a factory, storage site, place of business or residence, construction camp or the like, at a point.

POINT

The term "Point" means a particular city, town or village which is treated as a unit for the application of rates.

SHIPMENT

The term "Shipment" means a lot of freight received from one shipper, at one point, at one time, for one consignee, at one destination and covered by one Bill of Lading. Two or more shipments shall NOT be combined as one shipment, but rather must be carried as separate shipments at not less than the established minimum charge for each shipment.

WEIGHT BREAK

The following formula defines a Weight Break which can be used to determine the legal rate:
(The higher Minimum Weight X its own applicable Rate) ÷ (The Rate applicable at the lower Minimum Weight).

- 1: If the actual shipment weight is **Less than the Weight Break**, then the legal charge = the Actual Weight X the Rate applicable at the lower Minimum Weight.
- 2: If the actual shipment weight is **More than the Weight Break**, then the legal charge = the higher Minimum Weight X its own applicable Rate, (Subject to Note 1).

NOTE 1: The rate generating the **Lowest** revenue is the **Legal Rate**.

For explanation of abbreviations and reference marks not explained on this page, see last page.

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ISSUED: Original Page Correction No. 0 EFFECTIVE:

RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF	ITEM
<p align="center"><u>APPLICATION of TARIFF</u></p> <p>The application of this Tariff is restricted to apply only to the extent of carrier's authorized operations both as to territory and commodities as provided in Section P of this Tariff.</p>	<p align="center">145</p>
<p align="center"><u>APPLICATION of TARIFF – COMMODITY DESCRIPTION</u></p> <p>Rates named in this Tariff apply on "Household Goods", defined by the Oregon Department of Transportation as:</p> <p>Personal effects and property used or to be used in a dwelling when a part of the equipment or supply of such dwelling and similar property if the transportation of such effects or property is:</p> <p>A: Arranged and paid for by the householder, (See Note 1); or</p> <p>B: Arranged and paid for by another party.</p> <p>NOTE 1: "Household Goods" does NOT include transportation of property from a factory or store when the property is purchased by the householder with intent to use in his or her dwelling. This definition differs from the interstate U.S. Department of Transportation – Surface Transportation Board definition of Household Goods. This Oregon definition reflects a long held state policy adopted by the Oregon Department of Transportation.</p>	<p align="center">150</p>
<p align="center"><u>APPLICATION of RATES – GENERAL</u></p> <p>Except as otherwise specifically provided, rates published in this Tariff are named and payable in United States currency.</p>	<p align="center">160</p>
<p align="center"><u>APPLICATION of RATES – LOCAL and JOINT</u></p> <p>Except as otherwise provided, the rates published in this Tariff apply as local rates only. In no case do the rates, except where expressly otherwise provided in connection with individual rates, have joint application over the lines or routes of two or more carriers.</p>	<p align="center">170</p>
<p align="center"><u>ACCESSORIAL SERVICES</u></p> <p>Except as otherwise provided herein, rates or charges shown in this Section, covering accessorial services rendered by the carrier, are in addition to the transportation rates named in this Tariff.</p>	<p align="center">180</p>
<p align="center"><u>APPLICATION of RATES – TIME</u></p> <p>Except as otherwise provided, Time Rates named in this Tariff apply as follows:</p> <p>Rates cover the actual time consumed. Time starts with the departure of the vehicle from the carrier's terminal and will cease when the vehicle returns to the carrier's terminal. Time shall be computed to the nearest quarter (¼) hour.</p>	<p align="center">190</p>
<p align="center">For explanation of abbreviations and reference marks not explained on this page, see last page.</p>	
<p align="center">ISSUED BY: Scott Edwards, Publishing Officer 16303 NE Cameron Blvd. Portland, OR 97230</p>	

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RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF	ITEM
<p style="text-align: center;">ADVANCING CHARGES on SHIPMENTS (To Connecting Motor Carriers, Warehouses, Storage Houses, Railroads or Steamship Carriers)</p> <p>A: The carrier will advance ONLY charges directly attributable to the transportation of a shipment, and/or the cost of any part of the goods transported, against said shipment.</p> <p>B: The carrier shall NOT advance charges against shipments which, in the estimation of the carrier, are of less value at forced sale than the freight charges, (including advances).</p> <p>C: The carrier shall NOT advance charges against shipments of the character on which prepayment or guarantee of freight charges is required, unless the parties to whom charges are advanced furnish satisfactory guarantee covering refund thereof in the event collection can not be made at destination.</p> <p>D: The carrier shall advance warehouse or storage charges of ONLY line haul carriers.</p> <p>E: All charges advanced will be assessed and collected in the same manner that freight charges are collected by law.</p>	<p>300</p>
<p style="text-align: center;"><u>ARRIVAL NOTICE and UNDELIVERED FREIGHT</u></p> <p>A: In all instances where:</p> <ol style="list-style-type: none"> 1: The carrier is unable to locate the consignee at the address given by the shipper, or the correct address (if known by the carrier); or 2: The consignee is unable to or declines to accept delivery of the shipment; or 3: The shipment remains in the possession of the carrier pursuant to instructions of the shipper or consignee and is not stored in transit under the provisions of Item 910. <p>Notice of failure to make delivery shall be mailed at once to the consignee, consignor or owner and the property shall be placed in the nearest public warehouse. Upon such placement the liability of the carrier as a common carrier shall immediately cease and thereafter shall be ONLY that of a warehouseman.</p> <p>B: In cases where a "subsequent delivery" is called for and made, charges will be assessed for such "subsequent delivery" on the basis of charges lawfully applicable from the carrier's terminal or from the public warehouse (as the case may be) to the place of delivery.</p>	<p>345</p>
<p style="text-align: center;"><u>ARTICLES NOT ACCEPTED</u></p> <p>Unless otherwise provided, the following property will NOT be accepted for shipment:</p> <ol style="list-style-type: none"> 1: Bank Bills, coins or currency, deeds, notes, drafts or valuable papers of any kind, jewelry, postage stamps, letters or packets of letters, precious stones, or articles of peculiarly inherent or extraordinary value; precious metals or articles manufactured therefrom. Should such articles come into the possession of the carrier without its knowledge, responsibility for safe delivery will NOT be assumed. 2: Explosives, dangerous goods or property liable to impregnate or otherwise damage equipment or other property will NOT be accepted for shipment. 3: Household pets will NOT be accepted for shipment. 	<p>348</p>
<p>For explanation of abbreviations and reference marks not explained on this page, see last page.</p>	
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RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF **ITEM**

CANCELING ORIGINAL and REVISED PAGES

382

When this Tariff is amended by revised pages, the cancellation of prior pages will be affected by means of this rule. A revised page will not show a cancellation notice (See Note 1 and Exception 1).

Except where a specific cancellation is shown on a new revised page, a revised page cancels any and all uncanceled revised or original pages, or uncanceled portions thereof, which bear the same page number.

EXAMPLES: "First Revised Page 1" will cancel "Original Page 1". Similarly, "4th Revised Page 2" will cancel "3rd Revised Page 2" as well as all earlier versions of Page 2.

NOTE 1: When pages of this Tariff **without** substantive change are canceled and replaced **ONLY** because such pages are the reverse side of another page with substantive change, the revision of pages **without** substantive change will bear the symbol ■.

EXCEPTION 1: This Tariff's Index will be updated as a single unit. No distinction will be made between different Pages of the Index. The Revision Number of any Page of the Index will indicate the Revision Number of the Entire Index.

CARRIER'S AGENTS

392

The Carrier's Agents must NOT act as Agents for shippers or consignees for the assembling or distribution of truckload or less-than-truckload freight.

CLAIMS

407

A: Any claim for loss, damage, injury, delay, or overcharge shall be **in writing** and shall be accompanied by the original paid bill for transportation and the original Bill of Lading or the shipping receipt, if not previously surrendered to the carrier. The carrier may require a certified or sworn statement of claim.

B: As a condition precedent to recovery, such claims or delay, must be filed with carrier within **three (3) months** after delivery to consignee as shown on face of Bill of Lading, or in case of failure to make delivery, then within **three (3) months** after a reasonable time for delivery has elapsed; and suit must be instituted against carrier within **two (2) years and one (1) day** from the date when notice in writing is given by carrier to the claimant that carrier has disallowed the claim or any part of parts thereof specified in the notice. Where a claim is not filed or suit is not instituted thereon in accordance with the forgoing provisions, carrier shall not be liable and such a claim will not be paid.

C. Maximum carrier liability is limited by this Tariff and the carrier's Bill of Lading Terms and Conditions.

D. Carrier shall not be bound to transport by any particular schedule, means, vehicle or otherwise than with reasonable dispatch. Nor is carrier liable for defect or inherent vice of article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity changes.

E: The carrier shall be immediately notified of all claims for visible or concealed damage and shall be given reasonable opportunity to inspect alleged concealed damage in the original package(s). Notation of damage on the carrier's copy of the delivery receipt will constitute such notice.

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RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF

ITEM

COLLECTION of CHARGES – CHARGES INVOLVING COLLECTION PROCEEDINGS

435

In the event the carrier is required to incur costs to collect past due charges, the carrier shall be entitled to recover its attorney fees and collection agency costs in addition to the charges owing and regardless of whether legal proceedings are instituted. If legal proceedings are instituted to collect past due charges, the carrier is entitled to court costs, its attorney fees and other collection costs deemed reasonable at arbitration, trial or appellate court.

This Item shall be applied ONLY to the non-payment of original, separate, or independent freight bills and shall NOT apply to aggregate "Balance-Due" claims sought for collection on past shipments by a Bankruptcy Trustee, or any other person or agent.

DETENTION – DELAYS in LOADING and/or WAITING to LOAD or UNLOAD
(Subject to Note 1)

500

Delays in loading, unloading and/or waiting to load or unload, when caused by shipper, consignee, or their representatives, will be charged for at: ----- **\$ 56.60** per Hour.

In disposing of fractions under this RULE, the following governs:

1 to 22 minutes	¼ hour
23 to 44 minutes	½ hour
45 to 74 minutes	1 hour
75 to 104 minutes	1 ½ hours
105 to 120 minutes	2 hours

NOTE 1: A: Rates and charges for Waiting Time as shown above will apply ONLY after 7:00 A.M. and before 6:00 P.M. when the vehicle is held for the convenience of the shipper or the consignee through no fault of the carrier. (See Item 756 for overtime loading or unloading).

B: Where the shipment is moving 100 miles or Less, the charges will be for Waiting Time ONLY as it exceeds one hour.

C: Where the shipment is moving more than 100 miles, the charges will be for Waiting Time ONLY as it exceeds three (3) hours.

▲ODOT Docket 17049

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RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF

	ITEM
<u>DETERMINATION of DISTANCES</u>	
<p>A: Where rates are based on mileage, the distance or mileage shall be that shown in the Mileage Guide(s) named in Item 100, and shall be subject to the rules provided therein.</p> <p>B: If shipper requests a longer route than the shortest most practical route shown in the above mentioned Mileage Guide, the mileage over the longer route as shown therein will apply.</p>	510

<p style="text-align: center;"><u>EXPEDITED SERVICE</u></p> <p>The term "Expedited Service" means service that requires specific dates for pick up and delivery of shipments. Shipper is accorded exclusive use of carrier van.</p> <p>When the carrier accepts "Expedited Service" shipments, the charges for such service shall be based on rates specified in this Item. If, however, the carrier fails to make pick up and delivery on dates requested by the shipper, the charges for such service shall be those applicable to regular service under Sections 2 and 3 of this Tariff.</p> <p>The Bill of Lading and freight bill must be marked or stamped and signed by the shipper as follows:</p> <p style="text-align: center;"><u>EXPEDITED SERVICE REQUESTED</u></p> <p>Date of pick up requested: _____, 20 ____</p> <p>Date of delivery requested: _____, 20 ____</p> <p>Signature: _____</p> <p style="text-align: center;">(Shipper or Consignee)</p> <p>Address _____</p> <p>City _____ State _____</p> <p>Date Signed: _____, 20 ____</p>	530
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(Continued on next page)

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RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF

EXPEDITED SERVICE (Continued)

**530
Conc.**

Rates apply ONLY when the shipper requests Expedited Service and when the actual weight of the shipment does NOT exceed the Maximum Weight shown below. For rates applicable on Expedited Service shipments moving 30 miles or less, refer to the Hourly Rates in Section 3. (See Notes 1 and 2).

NOTE 1: The Maximum Weight is the average load factor for a particular mileage bracket.

NOTE 2: The Break Point shown in connection with a particular rate is its Weight Break as defined in Item 110.

NOTE 3: If the actual weight shipped exceeds the Maximum Weight for a given distance, then the rates provided in Section 2 of this Tariff shall apply in lieu of the rates in this Item.

EXPEDITED SERVICE TABLE – (Rates are in Cents per 100 Pounds)

MILES	MINIMUM WEIGHT IN POUNDS											MAX WT IN LBS.
	500	BREAK POINT	1,000	BREAK POINT	2,000	BREAK POINT	4,000	BREAK POINT	8,000	BREAK POINT	12,000	
31-40	7969	664	5295	1271	3364	2565	2157	-	-	-	-	4363
41-50	8531	662	5647	1259	3556	2529	2248	-	-	-	-	4463
51-60	9512	657	6252	1244	3889	2477	2408	-	-	-	-	4678
61-70	10344	655	6772	1231	4167	2448	2550	-	-	-	-	4884
71-80	10729	653	7007	1229	4307	2429	2615	-	-	-	-	4916
81-90	11171	652	7281	1223	4454	2408	2681	-	-	-	-	4991
91-100	11848	650	7703	1217	4687	2386	2796	5531	1933	-	-	7082
101-110	12480	649	8098	1210	4901	2373	2908	5442	1978	-	-	7085
111-120	12964	648	8400	1206	5066	2357	2985	5365	2002	-	-	8000
121-130	13282	647	8596	1205	5177	2345	3035	5369	2037	-	-	8034
131-140	13807	646	8918	1200	5351	2335	3123	5341	2085	-	-	8109
141-150	14456	645	9325	1196	5576	2319	3232	5285	2135	-	-	8187
151-160	15755	643	10133	1188	6018	2292	3448	5213	2247	-	-	8460
161-170	15924	643	10235	1188	6079	2287	3475	5205	2261	-	-	8447
171-180	16530	642	10611	1185	6285	2277	3577	5175	2314	-	-	8560
181-190	17202	641	11030	1181	6512	2264	3685	5141	2368	-	-	8676
191-200	17785	641	11394	1179	6714	2257	3789	5103	2417	-	-	8747
201-220	18638	640	11923	1174	7000	2243	3925	5073	2489	-	-	8846
221-240	19745	639	12608	1171	7381	2226	4107	5024	2579	-	-	8992
241-260	20803	638	13266	1167	7739	2214	4284	4990	2672	-	-	9160
261-280	22175	637	14118	1163	8207	2199	4511	4941	2786	-	-	9324
281-300	23062	636	14669	1160	8511	2190	4659	4916	2863	-	-	9476
301-320	24435	635	15520	1157	8981	2178	4890	4872	2978	-	-	9684
321-340	25743	634	16333	1154	9424	2167	5106	4838	3088	-	-	9875
341-360	27047	634	17150	1151	9873	2157	5323	4803	3196	-	-	10153
361-380	28361	633	17960	1149	10320	2147	5539	4778	3308	-	-	10346
381-400	29668	633	18772	1147	10766	2138	5755	4746	3414	-	-	10407
401-420	30977	632	19588	1144	11209	2133	5978	4719	3526	8542	2510	10732
421-440	32283	632	20400	1143	11659	2124	6192	4698	3636	8366	2535	10951
441-460	33594	631	21210	1142	12106	2117	6408	4677	3746	8326	2599	11041
461-480	34900	631	22024	1140	12552	2111	6623	4655	3854	8298	2665	11088
481-500	36210	631	22836	1138	12999	2104	6839	4638	3965	8259	2729	11153
501-520	37517	630	23648	1137	13447	2100	7058	4619	4075	8219	2791	11207
521-540	38827	630	24460	1135	13885	2095	7274	4604	4186	8193	2858	11264
541-560	40136	630	25276	1134	14337	2090	7490	4587	4295	8158	2920	11322
561-580	41443	629	26086	1133	14781	2086	7710	4572	4406	8130	2985	11359
581-600	42494	629	26735	1133	15140	2083	7884	4561	4495	8150	3053	12000

▲ODOT Docket 17049

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RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF **ITEM**

COLON, EXPLANATION and USE of

A COLON (:) is used in place of the terms "Viz." and "Namely". The Colon has the same effect as if such phrases were used.

537

LABOR CHARGES and OVERTIME LABOR CHARGES

Charges in this Item cover all accessorial services for which no charges are otherwise provided in this Tariff, when such services are requested by the shipper or its representative, such as:

- 1: Setting up or dismantling water beds, pianos, etc.;
- 2: Extra Labor for Shuttle Services described in Item 570; or
- 3: Packing or unpacking in conjunction with mileage rated shipments when the shipper provides packing materials.

Time shall be computed from the time labor is dispatched from the carrier's terminal and shall continue until labor returns back to the carrier's terminal. This charge will be in addition to all other charges. The provisions of this Item do NOT obligate the carrier to furnish labor if such labor is not available at the point of loading or unloading.

560

LABOR CHARGES	CHARGE in Dollars and Cents per man, per hour
STANDARD LABOR CHARGES: (Will NOT apply when Overtime Labor Charges are applicable.)	\$ 35.45
OVERTIME LABOR CHARGES: (Must be requested in writing), Applies:	\$ 49.45
<ol style="list-style-type: none"> 1: Between 6 PM and 7 AM, except Saturday, Sunday or Holidays listed in Item 110; 2: At any time on Saturday, Sunday or the Holidays listed in Item 110. 	

DISPOSITION of FRACTIONS

- 1: When calculating mileages used to determine rates:
A fraction of a mile will be increased to the next whole mile.
- 2: When calculating weights, used to determine rates:
A fraction of a pound will be increased to the next whole pound.
- 3: When the charges yield a fraction or portion of a cent:
The disposition of the fraction of a cent will be as follows:
 - Fractions of less than one-half (½) cent will be dropped.
 - Fractions of one-half (½) cent or greater will be increased to the next whole cent.

565

▲ ODOT Dockets 17049

For explanation of abbreviations and reference marks not explained on this page, see last page.

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RULES

ELEVATORS, STAIRS AND EXCESSIVE DISTANCE CARRY CHARGES

566

Charges in this Item are Elevators, Stairs and Excessive Distance Carry Charges involved in pickup or delivery services, (Subject to Notes 5 and 6). Also see Items 568, 569 and 891.

SUBJECT	PER	CHARGE IN CENTS
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EXCESSIVE DISTANCES:

Where pick-up or delivery involves one or more carriers (See Note 1),
A charge will be assessed, Viz.:

Per Each Extra Carry at Origin	100 Pounds	130
Per Each Extra Carry at Destination	100 Pounds	130

ELEVATORS, (See Note 4):

Where pick-up or delivery involves use of adequate elevator service up or down one or more flights,
(See Note 2), a charge will be assessed, Viz.:

One or more flights at origin (See Note 3)	100 Pounds	210
One or more flights at destination (See Note 3)	100 Pounds	210

STAIRS:

Where pick-up or delivery Involves carriage up or down one or more flights of stairs,
(See Note 2), a charge will be assessed, Viz.:

Per each flight at origin (See Note 3)	100 Pounds	130
Per each flight at destination (See Note 3)	100 Pounds	130

NOTE 1: An extra carry means each carriage of 50 feet or fraction thereof outside after the first 75 feet, i.e.:

- A: Outside the entrance door of a detached or single family dwelling or
- B: Outside the applicable individual apartment or office entrance door of a multiple occupancy building.

NOTE 2: A flight shall be defined as follows:
One inside flight shall mean from one complete floor to the next floor or story.
Outside a building, a flight shall consist of 8 but not more than 20 steps.
Steps less than 8 will not be considered a flight.

NOTE 3: Charge referenced hereto will NOT apply when service is performed within a single family dwelling.

NOTE 4: When both stairs and elevator are available, charge will be based on the method that results in the lower cost to the shipper. When more than one elevator is utilized within a building, charge applies per shipment not per elevator.

NOTE 5: Charges will be based on actual weight of the shipment; except when under the provisions of Items 895 and 900 portions of the shipment are picked up and/or delivered at more than one place, the charges will apply ONLY to the actual weight of that portion of the shipment picked up and/or delivered at other than the ground floor or carried excessive distances.

NOTE 6: Charges in this Item will be in addition to charges in Item 569, unless otherwise provided for therein.

▲ODOT Docket 17049

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RULES

ITEM

PIANO, POOL TABLE or ORGAN – CARRY CHARGES:

569

Charges in this Item apply for all types of Pianos, Pool Tables (Slate or Marble Top) and Organs, (Subject to Note 6). Also see Item 891 regarding the servicing of such articles.

SUBJECT	PER	CHARGE in Dollars and Cents
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HANDLING CHARGE: This Charge is in addition to the flight carry charges listed below, (See Notes 4 and 5)	Flat Charge	\$41.95
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FLIGHT CARRY CHARGE – Inside a Building:

First Flight – (One Floor or Story to the Next Floor or Story) (See Notes 1, 3 and 5)	First Flight	\$41.95
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Each Additional Flight	Flight	\$21.05
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FLIGHT CARRY CHARGE – Outside a Building:

First Flight – (8 But Not More Than 20 Steps) (See Notes 2, 3 and 5)	First Flight	\$41.95
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Each Additional Step Over 20 Steps	Step	\$1.35
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NOTE 1: Inside a building, the steps from one floor or story to the next floor or story will be considered one flight. If an elevator is used, it will be considered one flight.

NOTE 2: Outside a building, the first flight shall consist of 8 but not more than 20 steps. Steps less than 8 will not be considered a flight.

NOTE 3: Flight carry charges apply each time service is rendered.

NOTE 4: Handling charge applies once per shipment for each piano or organ.

NOTE 5: Handling and flight carry charges will NOT apply to portable organs and toy organs or toy pianos.

NOTE 6: The flight carry charge - inside a building, will NOT apply when the elevator or stair carry charge under Item 566 is applicable.

▲ODOT Dockets 17049

For explanation of abbreviations and reference marks not explained on this page, see last page.

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RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF

ITEM

IMPRACTICABLE OPERATIONS and SHUTTLES

570

- A: Pickup or delivery service will NOT be performed by the carrier at any site from or to which it is impracticable to operate vehicles because of:
 - 1: The conditions of roads, streets, driveways, alleys or approaches thereto; or
 - 2: Inadequate loading or unloading facilities; or
 - 3: Riots, Acts of God, the Public Enemy, the Authority of Law, the Existence of Violence or such possible disturbances as might tend to create reasonable apprehension of danger to persons or property.

- B: If pickup by the carrier is physically impossible by reason of the structure of a building or its inaccessibility:
 - 1: The shipper must arrange to have the goods put in a place accessible to the vehicle upon which the shipment is to be loaded for movement to the destination; or
 - 2: At the shipper's request, the carrier will perform a "Pickup Shuttle", defined as the service of taking the goods from the residence to the vehicle upon which the shipment is to be loaded for movement to the destination, at an EXTRA CHARGE of \$ 56.00 per hour for van and driver, subject to a Minimum Charge of ½ hour.

- C: If delivery by the carrier is physically impossible by reason of the structure of a building or its inaccessibility:
 - 1: At the shipper's or consignee's option, the carrier will place the shipment or any part thereof not reasonably possible to deliver, in storage to the order and at the expense of the shipper, owner, or consignee. Whereupon, the carrier's liability shall forthwith CEASE and all charges then accrued shall be due and payable forthwith; or
 - 2: At the shipper's request, the carrier shall complete delivery by unloading the vehicle upon which the shipment is loaded at the nearest accessible place to the delivery address; or
 - 3: At the shipper's request, the carrier will perform a "Delivery Shuttle", defined as the service of completing delivery from the vehicle upon which the shipment is loaded to the delivery address, at an EXTRA CHARGE of \$ 56.00 per hour for van and driver, subject to a Minimum Charge of ½ hour.

- D: The hourly charge for a Shuttle (van and driver) starts with the departure of the Shuttle Vehicle from the carrier's terminal and will cease upon the arrival of the Shuttle Vehicle back at the carrier's terminal. If extra labor is requested by the shipper or consignee, labor charges as provided in Item 560 will apply for the time the extra labor is used in conjunction with the shuttle service.

▲ ODOT Docket 17049

For explanation of abbreviations and reference marks not explained on this page, see last page.

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RULES	ITEM
<p style="text-align: center;"><u>INSPECTION of PACKAGES</u></p> <p>When the carrier or its agent believes it necessary that the contents of packages be inspected, it shall make or cause such inspection to be made, or require other sufficient evidence to determine the actual character of the property.</p>	680
<p style="text-align: center;"><u>MARKING and PACKING</u></p> <p>A: Articles of fragile or breakable nature must be properly packed.</p> <p>B: Packages containing fragile articles or articles consisting wholly or in part of glass, when packed by the shipper or his agent, must be marked by plain and distinct letters designating the fragile character of contents.</p> <p>C: When articles of furniture, consisting wholly or in part of glass are covered or wrapped by the shipper or his agent, such articles shall be wrapped in a manner to clearly expose glass surfaces or glass portions.</p> <p>D: When shipments are improperly, insecurely or unsafely packed, crated or boxed and therefore liable to be destroyed or damaged, in the carrier's opinion, the carrier will arrange to have such shipments properly packed and charges shown in Item 685 of this Tariff will be assessed.</p>	681



For explanation of abbreviations and reference marks not explained on this page, see last page.

ISSUED BY:
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RULES		ITEM
<u>PACKING CONTAINERS, PACKING RATES and UNPACKING RATES</u>		
<u>APPLICATION, (Subject to Notes 1 to 7):</u>		685
Packing Rates:	Include packing service of carrier furnished containers.	
Unpacking Rates:	Includes unpacking service of containers furnished and packed by the carrier and disposal of such containers and materials (if requested by consignee). Unpacking service, if ordered, must be performed at the time of delivery unless the consignee requests otherwise. If the consignee requests that unpacking of carrier-packed-articles be performed subsequent to the time of delivery, the unpacking charges provided herein will apply subject to a minimum charge of \$76.40 .	
Column A Rates:	Apply when Packing Service is performed at times OTHER THAN on Saturdays, Sundays or Holidays, as defined in Item 110.	
Column B Rates:	Apply when Packing Service is performed on Saturdays, Sundays or Holidays, as defined in Item 110, at the written request of the shipper or his agent.	
Column C Rates:	Apply when Unpacking Service is performed at times OTHER THAN on Saturdays, Sundays or Holidays, as defined in Item 110.	
Column D Rates:	Apply when Unpacking Service is performed on Saturdays, Sundays or Holidays, as defined in Item 110, at the written request of the shipper or his agent.	
Packing Containers:	<ol style="list-style-type: none"> 1: When the shipper provides Packing Containers, the packing charges in Columns A and B will NOT apply. In lieu thereof, the hourly charge in Item 560 (Labor Charges) will apply. 2: Packing Container Charge includes container and materials, which remain the property of the consignee. ▲ EXCEPTION: Plasma TV/LCD Boxes will be retained by mover; the charge is a user fee for using mover's packing material. 3: All Packing Containers provided by the carrier must be charged for at Tariff Rates when transportation service is anticipated by the carrier. 	
NOTE 1:	When cartons of more than 3 cu.ft. capacity are used and no rate is shown for the size carton used, charges shall be based on the rate for the next lower size carton shown.	
NOTE 2:	Length, width and depth by inches and cubical content must be shown on all cartons.	
NOTE 3:	The packing service charge for crates and containers (specially designed for mirrors, paintings, glass or marble tops and similar fragile articles) includes packing and the construction of such special crates and containers, which remain the property of the consignee. Expandable corrugated containers for use in packing such articles, may be purchased from the carrier for packing by the shipper, at a charge of \$15.15 per container. At the carrier's convenience, the carrier may have crating done by a 3rd party . In lieu of the crating charges provided in this Item, the carrier will assess the payer of freight charges the cost for 3 rd party crating plus 10% . A copy of the invoice for third party crating service will be attached to the carrier's bill.	
NOTE 4:	In applying charges for mattress cartons, if the size furnished exceeds the dimensions for which charges are shown, the charge for the next greater size shall apply.	
NOTE 5:	Charges for Newsprint, Paper Pads, and Rolls of Tape will NOT apply on containers packed by the carrier when containers are provided by the carrier, but WILL apply on containers provided by the shipper.	
NOTE 6:	Also see Item 3100 – Paragraph I for charges for delivery and pickup of packing materials at times other than on the day of the movement.	
(Continued on next page)		
▲ ODOT Docket 17078		
For explanation of abbreviations and reference marks not explained on this page, see last page.		
ISSUED BY: Scott Edwards, Publishing Officer 16303 NE Cameron Blvd. Portland, OR 97230		

RULES						ITEM
PACKING CONTAINERS, PACKING RATES and UNPACKING RATES, (Concluded) (See the first page of this Item for provisions governing the application of the table below.)						685 Conc.
CONTAINERS or MATERIALS	PER	PACKING CONTAINER CHARGE	PACKING		UNPACKING	
			A	B	C	D
CHARGE in Dollars and Cents						
CARTONS, (See Notes 1 and 2):						
Less than 3 cu.ft. (Not less than 200 lb. test)	Each	\$2.10	\$5.10	\$7.25	\$1.60	\$2.20
3 cu.ft. (Not less than 200 Lb. test)	Each	\$3.45	\$8.00	\$11.10	\$2.25	\$3.00
4½ cu.ft. (Not less than 200 Lb. test)	Each	\$4.10	\$9.60	\$13.65	\$2.80	\$4.05
6 cu.ft. (Not less than 200 Lb. test)	Each	\$5.20	\$10.95	\$15.15	\$3.05	\$4.40
6½ cu.ft. (Not less than 275 Lb. test)	Each	\$5.40	\$13.20	\$18.30	\$3.50	\$5.00
CONTAINERS, CORRUGATED, (Specially designed or constructed for mirrors, paintings, glass or marble tops and similar fragile articles).	Each	\$14.75	\$20.75	\$29.05	\$5.10	\$6.75
CRATES and CONTAINERS, (Other Than Corrugated, specially designed or constructed for mirrors, paintings, glass or marble tops and similar fragile articles.)						
Gross Measurement of crate or container	Cu.Ft. or fraction thereof	See Note 3	\$9.15	\$12.85	\$1.85	\$2.65
Minimum Charge per crate or container	Applicable Charge for 4 Cubic Feet					
DRUM, DISH-PACK (Drum, dish-pack, barrel or other specially designed containers, of NOT less than 5 cu.ft. capacity, for use in packing glassware, chinaware, brlc-a-brac, table lamps or similar fragile articles)	Each	\$12.40	\$20.65	\$28.95	\$5.70	\$8.00
GUN & ROD CARTON 12" x 4" x 55"	Each	\$5.85	\$8.60	\$12.05	\$2.80	\$4.05
LAMP BASE CARTON 14" x 14" x 40"	Each	\$7.25	\$8.60	\$12.05	\$2.80	\$4.05
MATTRESS CARTONS and COVERS, (See Note 4): ① for PRNS ONLY will also apply on sofa, chair and loveseat covers.						
Carton – Crib	Each	\$6.35	\$4.65	\$6.55	\$1.60	\$2.20
Carton – Not exceeding 39" x 75"	Each	\$11.55	\$5.20	\$7.70	\$2.35	\$3.05
Carton – Not exceeding 54" x 75"	Each	\$14.20	\$5.20	\$7.70	\$2.35	\$3.05
Carton – Exceeding 54" x 75"	Each	\$23.50	\$8.60	\$12.05	\$2.80	\$4.95
① Cover – Paper or Plastic	Each	\$6.60	\$3.40	\$4.95	\$1.30	\$1.70
§ PILLOW TOP MATTRESS CARTONS will be charged at the standard mattress carton costs listed above plus 50%.						
§ PLASMA TV/LCD Box, any size, with foam inserts (See Packing Containers 2.) This is a user Fee.	Per use	\$35.00	Handling/hour Straight Time		Handling/hour Over Time	
			\$35.45		\$49.45	
WARDROBE CARTON (Not less than 10 cu.ft.)	Each	\$17.20	\$5.70	\$8.00	\$1.15	\$1.65
WASHER PACK, (Remains the property of the Shipper), to stabilize washing machines for transit.	Each	\$6.50	-			
OTHER, (Subject to Note 5)						
BUBBLE PACK, per 25 foot section – 12 inches wide	Each	\$13.05	-			
CARPET MASK, per 50 foot section – 24 inches wide	Each	\$26.00	-			
NEWSPRINT, flat, per pound	Each	\$1.50	-			
PADS, paper	Each	\$2.35	-			
TAPE, in rolls	Each	\$3.25	-			
▲ ODOT Docket 17078						
For explanation of abbreviations and reference marks not explained on this page, see last page.						
ISSUED BY: Scott Edwards, Publishing Officer 16303 NE Cameron Blvd. Portland, OR 97230						

RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF

	ITEM
<u>PAYMENT of CHARGES</u>	
<p>The carrier will NOT deliver or relinquish possession of any property transported by it until all tariff rates and advanced charges thereon have been paid in cash, money order, or certified check, except where other arrangements have been made. Nothing herein shall limit the right of the carrier to require at time of or before shipment the pre-payment in part or in full or guarantee of the charges.</p> <p>When the carrier has provided an estimate of charges applicable to a shipment and credit arrangements have not been previously established, and where actual charges exceed the estimate by more than 10 percent, the carrier will, upon request of the shipper, extend credit for such excess amount over 10 percent above the estimate, provided the shipper promises to pay the balance of the charges within 15 days after delivery, excluding Saturdays, Sundays and Holidays.</p>	720

<u>PERISHABLE FOOD</u>	
<p>A: The carrier will NOT accept for shipment frozen foods or other articles requiring refrigeration except as provided in Paragraph B of this Item.</p> <p>B: Frozen food may be accepted for transportation provided:</p> <ol style="list-style-type: none"> 1: The food is contained in a freezer which at time of loading is operating at normal deep freeze temperature. 2: The shipment is to be transported NOT more than 150 miles, and/or Delivery is accomplished within twenty-four (24) hours from the time of loading. 3: No storage of the shipment is required. 4: No preliminary or en-route servicing by use of dry ice, electricity, or other preservation methods is required by the carrier. <p>C: When perishable articles are included in a shipment with or without knowledge of the carrier, responsibility for condition of flavor will NOT be assumed by the carrier.</p>	735

<u>PICKUP and DELIVERY SERVICE</u>	
<p>Except as otherwise provided, mileage rates named herein include pickup and delivery service.</p> <p>See Item 756 for Overtime Loading and Unloading.</p>	750

<u>PICKUP or DELIVERY in ABSENCE of SHIPPER or CONSIGNEE</u>	
<p>A: When the carrier is directed to take property from a place or places at which the shipper or its agent is not present, the property shall be at the risk of the owner before loading.</p> <p>B: When the carrier is directed to unload or deliver property at a place or places at which the consignee or its agent is not present, the property shall be at the risk of the owner after unloading or delivery.</p>	751

For explanation of abbreviations and reference marks not explained on this page, see last page.

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RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF **ITEM**

OVERTIME LOADING and UNLOADING

756

This Item contains additional charges for loading and unloading at residences, warehouses, or other establishments at other than regular working hours. Charges will be assessed when this service is made necessary by landlord requirements, is required by prevailing laws or ordinances, or is rendered at the specific request of the shipper, (Subject to Notes 1 to 5).

NOTE 1: **These charges shall NOT apply when service is performed for the carrier's convenience.**

NOTE 2: This overtime service will be rendered ONLY at the option of the carrier and will be performed at a warehouse ONLY when agreed to by the warehouseman.

NOTE 3: Charge will be based on the weight at which the transportation rate is based, **Subject to a 1,000 pound minimum.**

NOTE 4: Other than regular working hours are (ONLY for use in this Item or when reference is made hereto) defined as:

A: Between 5 PM and 8 AM except Saturday, Sunday or Holidays.

B: Any time on a Saturday, Sunday or Holiday, as defined in Item 110.

NOTE 5: The Bill of Lading and freight bill must be marked or stamped as follows:

A: Loading requested or required at other than regular working hours.

B: Unloading requested or required at other than regular working hours.

SERVICE	PER	CHARGE IN CENTS
Overtime Loading or Overtime Unloading	100 Pounds	285
Both Overtime Loading and Overtime Unloading	100 Pounds	565

▲ODOT Docket 17049

For explanation of abbreviations and reference marks not explained on this page, see last page.

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RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF

ITEM

PICKUP or DELIVERY at WAREHOUSES

760

Except as otherwise provided herein, if the shipment is delivered to or picked up at a warehouse, the rates for transportation include ONLY the unloading or loading at the door, platform, or other point convenient or accessible to the vehicle.

REFERENCE to OTHER PUBLICATIONS or to ITEMS, PAGES, ETC.

845

Unless otherwise specifically provided, where cross-reference is made in this Tariff to an Item, Note or Page (in this or any other Tariff), or to another Tariff or Governing Publication, such reference will ALSO embrace any revisions or successive re-issues of such Tariff, Item, Note, Page or Governing Publication.

When reference is made in a given Item to an Example, Exception, Note, or other Tariff Feature, without specifying within what Item and Tariff the Note is to be found, the Tariff Feature will be found within the confines of that Item. If, however, two or more Items share a Common Tariff Feature, that Tariff Feature may be provided at the end of the body of the Page on which the reference is made.

LIMITATION of LIABILITY on READY to ASSEMBLE FURNITURE, (Subject to Notes 1 and 2)
(This Item shall take precedence over all other Items in this Tariff)

847

Definition: **Ready to Assemble Furniture** shall be defined as meaning articles which are shipped from place of manufacture in a knocked down "KD" or knocked down flat "KDF" condition to be assembled post-factory by a store, reseller or end-user.

When the carrier is asked by the shipper to disassemble, move or reassemble Ready to Assemble Furniture, it shall be done at the owner's risk and at a maximum liability on the part of the carrier of ① **\$89.80** per article. Furniture containing multiple pieces fastened together shall be one article. Regardless of the shipment valuation selected by the shipper, "Ready to Assemble Furniture" shall be released at 60 cents per pound, subject to the provisions named in this Item.

Note 1: Furniture will NOT be subject to this Item provided it has **BOTH** of the two following features:

- A: All component panels are bordered by solid wood, veneer plywood or metal, **AND**
- B: All structural fasteners join into solid wood, veneer plywood or metal edges, rather than into other materials or into other fasteners or fastener components.

Note 2: Furniture that is fully disassembled at origin and reassembled at destination, (② including removal and bagging of all hardware, fasteners, pins, studs, handles, hinges, cams, dowels and wafers) will not be subject to liability limitations of this Item provided.

- A: Disassembly, boxing of fasteners and reassembly is done by the owner of the goods, OR
- B: At the request of the shipper, and subject to availability of service, the carrier has arranged for third party disassembly and reassembly at actual cost plus **\$25.65**. per shipment. The carrier will attach a copy of the invoice for these services to the freight bill.

① Exception: On articles purchased for over \$300.00, if the owner of the furniture can present proof of purchase, the maximum liability on the part of the carrier shall be 60 cents per pound up to a maximum of **25%** of the purchase value of the furniture.

② The carrier will transport a sealed box of fasteners, but the carrier will not be responsible for lost, missing or damaged fasteners or hardware when disassembly and reassembly is done by the owner of the goods.

▲ODOT Docket 17049

For explanation of abbreviations and reference marks not explained on this page, see last page.

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RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF

ITEM

DECLARATION of VALUE – LIABILITY LIMITATION

848

①

§②

① This Item will NOT apply via ▲KENT and WDIP. See Items 848-A and 848-B for provisions for these carriers.

Shipments moving under the rates named in this Tariff are subject to the release valuation provisions shown below:

- A: As used in this Tariff, the phrases "released value", "declared value" and "value declared by the shipper" shall have the same meaning.
- B: The carrier shall require the shipper to state specifically **in writing** on the Bill of Lading the declared value of the shipment in cents per pound, or a lump sum value for the entire shipment, prior to the commencement of service.
- C: The shipper shall have the following options for the declaration of value and the carrier's maximum liability shall be limited in accordance with the declared value:

- 1: Released Value Protection: **Sixty (60) cents per pound** for the actual weight of any lost or damaged article. The released value must be entered on the Bill of Lading in the following form and must be **completed by the person signing** the Bill of Lading.

The shipment will move subject to the rules and conditions of the carrier's Tariff.
Shipper hereby releases the entire shipment to a value not exceeding:

(to be completed by the person signing below)

NOTICE: The shipper signing this contract must insert in the space above, in his own handwriting, either his declaration of the actual value of the shipment, or the words: "60 cents per pound per article", otherwise, the shipment will be deemed released to a maximum value equal to \$1.25 times the weight of the shipment in pounds.

(Shipper)

(Date)

- 2: Depreciated Value Protection: **\$1.25 times the actual weight** (in pounds) of the shipment or declared lump sum value of the shipment, whichever is greater. When the shipper elects the Depreciated Value Protection option the following valuation charge shall apply.
For each \$100.00, or fraction thereof, of declared value at \$1.25 times the weight of the shipment in pounds or declared lump sum value, whichever is higher, the valuation charge shall be **50 cents per each \$100.00 of value.**

NOTE 1: For shipments moving under rates named in Section 3, a lump sum value must be declared to comply with the provisions of this Item.

- 3: Replacement Cost Protection: **\$3.50 times the actual weight** (in pounds) of the shipment or a value of \$10,000.00 or greater. (For the accounts of: **LILM** and **RCM**, the declared value of shipments of less than 1,000 pounds shall be \$3,000.00 or greater.) When the shipper elects the Replacement Cost Protection option the following valuation charge shall apply.
For each \$100.00, or fraction thereof, of declared value at \$3.50 times the weight of the shipment in pounds or declared lump sum value, whichever is higher, the valuation charge shall be **85 cents per each \$100.00 of value.**

(Continued on next page)

▲ ② This item is not subject to General Rate Increases.

For explanation of abbreviations and reference marks not explained on this page, see last page.

ISSUED BY:
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RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF

ITEM

DECLARATION of VALUE – LIABILITY LIMITATION. Concluded

848
①
§ ②
conc

① This Item will NOT apply via ▲ **KENT** and **WDIP**. See Items 848-A and 848-B for provisions for these carriers.

NOTE 2: For shipments moving under rates named in Section 3, a lump sum value must be declared to comply with the provisions of this Item.

a: When Replacement Cost Protection is ordered **in writing** by the shipper, the carrier will guarantee either replacement of articles lost or damaged while in the carrier's custody, reimbursement for full replacement cost, or satisfactory repairs.

b: When Replacement Cost Protection is ordered, this Item applies in addition to other Items in this Tariff. Where provisions of this Item conflict with other Items in this Tariff, provisions of this Item will apply.

c: Depreciation factor on claims for lost or damaged items will NOT apply when Replacement Cost Protection is provided by the carrier.

d: Replacement is defined as providing as good as, or equal to in value to the lost or damaged Item(s).

D: If a shipper refuses to agree to a declared valuation **in writing**, the shipment may be refused.

E: If a shipper fails to state a declared value **in writing**, as required in Subsection B of this Item, and the shipment is accepted by the carrier, the shipment will be deemed released to an amount equal to **\$1.25** times the actual weight of the shipment (in pounds). For shipments moving under the rates named in Section 3, the released value of the shipment will be estimated calculating the weight of the shipment as 7 lbs per cubic foot of space utilized and then applying **\$1.25** times the estimated weight of the shipment. The valuation charge named in Subsection C-2 "Depreciated Value Protection" shall apply.

F: The declared value and the carrier's maximum liability (whether or not loss or damage occurred from carrier negligence), as determined under this rule, shall apply to any claim resulting from the performance or failure to perform by the carrier of any service, including accessorial services, which the carrier has contracted to perform.

G: On shipments which also involve storage-in-transit, the following valuation charge shall apply in addition to the charges named above:

For each storage period of 30 days or fraction thereof, the additional valuation rate of 10% of the applicable storage-in-transit rate provided for in Item 910 of this Tariff or as amended shall be assessed.

H: For shipments with a declared value of the Depreciated Value Protection option, the value of articles lost or damaged will be subject to depreciation.

I: Subject to the declared valuation, the carrier may elect to replace lost or damaged articles, to reimburse the shipper for the loss, or to make satisfactory repairs. If the carrier replaces or reimburses the shipper, the damaged articles become the property of the carrier.

J: In the event of loss or damage to a matched pair or set of items, the carrier's maximum liability will be limited to compensation for (as defined in Subsection C) the damaged or lost individual item only.

K: For shipments with a declared value of other than the Replacement Cost Protection option, declared lump sum value means depreciated value of the maximum liability of the carrier for the total body of goods transported. For the Replacement Cost Protection, declared lump sum value means the value of the maximum liability of the carrier for the total body of goods transported.

L: This paragraph applies via **PRNS ONLY**
The shipper may NOT declare a value that is less than the Fair Market Value, (the cost to purchase an Item of similar age, type, kind and condition to the Item lost or damaged), of the goods to be transported. However, if the shipper desires replacement cost protection for specific items, the shipper must list those items individually (for the actual amount of value) subject to a \$10,000.00 minimum, with the remainder of the shipment to be moved at the released value protection rate. If the shipper refused to sign **in writing** for this or another Coverage Option in this Item, the shipment may be refused.

▲ ② This item is not subject to General Rate Increases

For explanation of abbreviations and reference marks not explained on this page, see last page.

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RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF

ITEM

DECLARATION of VALUE – LIABILITY LIMITATION

848-B

①

- ① This Item will apply ONLY via **KENT** and **WDIP** and is not subject to General Rate Increases.
- Shipments moving under the rates named in this Tariff are subject to the release valuation provisions shown below:
- A: The carrier requires the shipper to specifically indicate **in writing** on the Bill of Lading acceptance of the valuation of the shipment at 60 cents per pound per article. Acceptance shall be indicated by the signature of the shipper or his representative.
On valuation acceptance, the rates named in Sections 2 and 3 will apply as Base Rates. If 60 cents per pound valuation is not specifically agreed to **in writing** by the shipper, Option B will apply.
- B: When the shipper elects **in writing** on the Bill of Lading to secure full value protection, or the valuation in Option A is not specifically agreed to **in writing** by the shipper, the valuation charge shall be 10 percent (10%) of the Base Transportation Charges, (not including accessorial charges). Full value protection shall be limited to a maximum of \$5,000. per article unless a higher value is declared.
 - 1: When the declared value of an article is over \$5,000., the valuation charge shall be 10% of the Base Transportation Charges, (not including accessorial charges), applicable to transporting the article and accompanying freight on the vehicle, and an additional valuation charge for that article of 85 cents per each \$100. Of declared value. Carrier liability shall not exceed the documented value of the property up to a maximum of \$200,000. per vehicle used to transport the shipment or \$500,000., in the aggregate, for the shipment transported.
 - 2: Documentation of value of property shall be defined as actual invoice cost for new items, or fair market value for used items. Fair market value means the cost to purchase an item of similar age, type, kind and condition to the item lost or damaged.
 - 3a: (Applies Only via **WDIP**):
Carrier has the option to repair, replace, or pay fair market value, whichever is less, and has been agreed to by the shipper.
 - 3b: (Applies Only via **KENT**):
Carrier has the option to repair, replace, or pay fair market value, whichever is less.
- C: If the shipper refused to sign **in writing** for either the released Value or Full Coverage Option, the shipment may be refused.

For explanation of abbreviations and reference marks not explained on this page, see last page.

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RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF **ITEM**

SHIPMENTS ACCEPTED SUBJECT to LAWS

Shipments will be accepted subject to the requirements of ordinances or limitation of law regulating the transportation of the property, or the use of vehicles and facilities.

882

SPECIAL SERVICES

When the carrier is required to obtain permit(s), place barricades, or hood parking meters to perform pickup and/or delivery because of the size, weight or nature of a shipment or due to local restrictions, a charge of **\$35.45** per hour, subject to a minimum charge of one (1) hour for vehicle and driver will be made for such service, plus the cost of the permit, if any. A copy of the paid receipt will be retained in the shipper's file as proof of such permit charges. Time shall be computed to the nearest ¼ hour.

Time will start with the departure of the vehicle from the carrier's terminal and will cease upon the arrival of the vehicle at the carrier's terminal.

890

▲ODOT Docket 17049

For explanation of abbreviations and reference marks not explained on this page, see last page.

**ISSUED BY:
Scott Edwards, Publishing Officer
16303 NE Cameron Blvd.
Portland, OR 97230**

RULES		ITEM
<p align="center">SERVICING SPECIAL ARTICLES and THIRD PARTY SERVICES. (Subject to Notes 1 and 2)</p> <p>A: The services covered by this Tariff do not include the handling, loading or unloading of any single article weighing 1,000 Pounds or more. Such handling, loading or unloading in every instance must be provided by the shipper. On request of the shipper and/or consignee, the carrier will make arrangements for and at the expense of the shipper.</p> <p>B: Unless otherwise provided herein, if upright pianos, household appliances or similar articles must be taken apart to accomplish pickup, delivery or safe transportation, or must be serviced before or after shipment, the shipper and/or consignee shall arrange to have the work performed. (See the Table below and Paragraph E.)</p> <p>C: Refer to Item 566, 568 and 569 for Carry Charges for such articles.</p> <p>D: Refer to Item 560 – Extra Labor for rates for services not otherwise provided in this Tariff.</p>		891
SERVICE	PER	CHARGE in Dollars & Cents
CARRIER SERVICING of APPLIANCES or ARTICLES at ORIGIN:		
First Article	Article	\$34.75
Each Additional Article	Article	\$23.05
CARRIER SERVICING of APPLIANCES or ARTICLES at DESTINATION(S):		
First Article	Article	\$23.05
Each Additional Article	Article	\$14.65
<p>E: At the request of the shipper and/or consignee, the carrier will arrange for third party services at the cost for such service plus \$25.65 per shipment. The carrier will attach copies of the receipts for such services to its billing or will otherwise itemize the services performed. The carrier will NOT assume any liability for such work arranged for on the shipper's or consignee's behalf. Any claim for loss or damage directly resulting from such third party services performed must be directed to and ONLY to the party performing such service.</p> <p>Note 1: See Item 685 for third party crating charges in lieu of this Item.</p> <p>Note 2: See Item 847 for third party assembly or disassembly of Ready to Assemble furniture in lieu of this Item.</p>		
<p align="center">SPLIT SHIPMENTS</p> <p>A: A "SPLIT SHIPMENT" is a shipment received at more than one place within the pick up limits at the point of origin, or delivered to more than one place of delivery within the delivery limits at the point of destination, or both.</p> <p>B: The TOTAL Charge for a Split Shipment shall be the charge provided in Paragraph C below, for EACH additional pick up or delivery, PLUS all other rates and charges accruing under this Tariff. In the event that a lower aggregate charge results by computing charges on one or more component parts as a separate shipment, such lower charge shall apply.</p> <p>C: For EACH Split Shipment Stop, other than the first stop, the Added Charge shall be \$ 83.45</p>		895
<p align="center">STOPPING in TRANSIT</p> <p>Shipments may be stopped en route between the initial point of origin and the final destination to complete loading or to partially unload, (NOT BOTH). Charges on such shipments will be at the total weight of the entire shipment and at the rate applicable from the initial point of origin to the final destination via the point or points at which the shipment is stopped, plus the Stop Charges as provided below:</p> <p>Each stop at one or more places necessary for making additional pickup after the first stop, OR additional deliveries after the first delivery, shall be charged for at \$76.45 per stop.</p>		900
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RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF

	ITEM
<p style="text-align: center;"><u>STORAGE in TRANSIT</u></p> <p>Shipments may be held in transit at the carrier's warehouse on order of the shipper or consignee for a period of 360 days, subject to the following:</p> <p>A: When both the point of pickup and the warehouse, or both the point of delivery and the warehouse are located within thirty (30) air miles of the corporate limits of the same city:</p> <p style="padding-left: 40px;">A charge for pickup or delivery shall be made by applying the hourly rates in Section 3. The packing charges in Item 685 will NOT apply. Packing at the time of the movement will be charged for based on time at the local hourly rates in Section 3. Packing at a time other than the time of the movement (such as the day before the movement) will be charged for based on time at the local hourly rates in Section 3 with no charge for the van.</p> <p>B: When the point of pickup or delivery and the warehouse are NOT both located within thirty (30) air miles of the corporate limits of the same city:</p> <p style="padding-left: 40px;">A charge for pickup or delivery shall be made of the applicable mileage rate shown in Section 2. Packing and unpacking charges in Item 685 ONLY shall apply in this case.</p> <p>C: Line-haul transportation of the shipment shall be charged for at the applicable mileage rate provided in Section 2.</p> <p>D: Charges in connection with shipments stored in transit, based on the weight at which the line-haul transportation rate is assessed, are as follows: Time begins when the shipment arrives at the warehouse and ends when the shipment leaves the warehouse. Warehouse Handling does NOT include unloading and loading. Warehouse Handling is work that is conducted at the warehouse after unloading or before loading. Also see Item 760.</p> <p style="padding-left: 40px;">1: Storage at \$3.40 per Cwt. for each 30-day period or fraction thereof, Minimum shall be the charge for 500 lbs.</p> <p style="padding-left: 40px;">2: Warehouse Handling at \$4.05 per Cwt., Minimum shall be the charge for 500 lbs, (Applies ONLY Once).</p> <p>Shipments that remain in the warehouse beyond the 360-day period will be placed in permanent storage subject to warehouse rates and charges.</p> <p>NOTE: During all times that goods are held in permanent storage, the liability of the carrier for the goods is limited to that of a bailee for-hire (Warehouseman).</p>	<p>910</p>

<p style="text-align: center;"><u>UNIMPROVED ROADS</u></p> <p>Rates and charges set out in this Tariff are to be applied for the transportation of property over all improved highways within the State of Oregon, subject to weight restrictions and dimension limits prescribed by State authority. The acceptance for transportation of any load offered for movement over any unimproved highway will be subject to additional charges over and above the rates and charges set out in this Tariff, namely:</p> <p>1: For unimproved roads, NOT Mountainous, \$1.90 per loaded truck mile for loaded movements for the actual distance traveled over such unimproved road.</p> <p>2: For unimproved, Steep, Hazardous or Dangerous roads, \$4.05 per loaded truck mile for loaded movement for the actual distance traveled over such unimproved road.</p>	<p>970</p>
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RULES AND OTHER PROVISIONS WHICH GOVERN THE TARIFF

ITEM

WEIGHT - BASIS of

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- A: The "Tare Weight" of each vehicle used in the transportation of household goods shall be determined by weighing the vehicle prior to the transportation of each shipment, without the crew thereon, by a certified weigh master or on a certified scale. When so weighed, the gasoline tank on each vehicle shall be full and the vehicle shall contain all blankets, pads, chains, dollies, hand trucks and other equipment needed in the transportation of such shipment. Each carrier shall retain in the vehicle, subject to inspection, a weigh-master's certificate or weight ticket as to each such vehicle showing the Tare Weight, the date weighed, and a list of such equipment.
- B: After the vehicle has been loaded it shall be weighed, without the crew thereon, prior to the delivery of the shipment and the "Net Weight" shall be determined by deducting the Tare Weight from the "Loaded Weight". In instances where no adequate scale is located at the origin or at any point within a radius of 10 miles thereof, a constructive weight, based on seven (7) pounds per cubic foot of properly loaded van space, may be used. The Gross Weight, Tare Weight, and Net Weight, or the Constructive Weight, shall be shown on the Bill of Lading and freight bill.
- C: In the transportation of part loads, this rule shall apply in all respects, except that the Gross Weight of a vehicle containing one or more part loads may be used as the Tare Weight of such vehicle as to part loads subsequently loaded thereon. A part load from any one shipper, NOT exceeding 1,000 pounds, may be weighed on a certified scale prior to being loaded on a vehicle, such part load to be accompanied by a weight ticket evidencing such weighing.

WEIGHT VERIFICATION – RE-WEIGHING CHARGE

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The carrier, upon request of the shipper (or his representative) made prior to the delivery date, will re-weigh the shipment. The lower of the two net scale weights shall be used for determining the applicable charges. The charge for re-weighing, if applicable, shall be **\$58.40**. The re-weighing charge will NOT apply, when,

- 1: The re-weighed net weight is more than 120 pounds below the initial net weight, or
- 2: The initial net weight exceeds by 25% or more the estimated net weight shown on the estimate of charges for transportation.

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FOR FUTURE APPLICATION

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