

# Tariff No. 01

Rates, terms and conditions for the transportation of

**HOUSEHOLD GOODS BY CLUTTER, INC.**

**LICENSE No. THG067494**

between points in the state of Washington

Issued by:

Washington Utilities and Transportation Commission 621 Woodland Square Loop SE  
P O Box 47250 Olympia, WA 98507-7250

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**CLUTTER, INC.  
HOUSEHOLD GOODS CARRIER TARIFF NO. 1**

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**TARIFF FORMAT**

**This tariff is issued in loose-leaf form.** The commission will make revisions to the tariff by reprinting entire pages. Each page will show a revision number in the upper right corner of the page. Revisions of each page will be issued in numerical order and will cancel all original, prior, or revised pages.

For example: "1<sup>st</sup> Revised Page 2" cancels "Original Page 2."

**Issued: March 11, 2021  
Tariff No. 1**

**Effective: June 1, 2021**

**Issued by Clutter, Inc.**

**By:** 

**Deven Simonson**

**Title: Product Manager**

**CLUTTER, INC.  
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# Section 1

## General Application

Rates, Rules and Charges Shown in This Section  
Apply on All Shipments

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**ITEM 05 – APPLICATION OF TARIFF**

This tariff applies to the transportation of household goods by Clutter, Inc. (“Clutter”). Clutter is referred to herein as “Clutter” and “Carrier.”

**ITEM 10 -- DEFINITIONS**

**Accessorial Service:** Any service provided by a household goods Carrier that supplements, or is incidental to, the transportation of household goods. Examples include, but are not limited to, packing, unpacking, wrapping or protecting portions of the shipment or providing special equipment or services such as hoisting.

**Article or Item:** One unit of property, whether in a single piece (set up) or taken apart (knocked down) into its component parts. For example, a table and legs that have been removed is still considered a single article. An article or item does not mean a "set" or all the articles in one container. For example, each individual chair of a matching set of dining chairs is considered an article or item. In a box containing a set of encyclopedias, each encyclopedia is considered an article.

**Bill of Lading:** A shipping document issued by the household goods Carrier, signed by both the customer and the Carrier that reflects the cost and components of a move.

**Consignee:** The person accepting the goods at the delivery.

**Constructive Weight:** A weight based on a formula of seven pounds per cubic foot of properly loaded van space occupied by the customer's goods.

**Customer:** A person or entity that hires a household goods Carrier.

**Declared Value:** The dollar amount the customer states on the bill of lading as the value of the goods being shipped.

**Drop-Off Service:** A service where Customer drops off household goods at a secure self-storage facility for later pick up by Clutter for transportation and delivery to Clutter's permanent storage facility and subsequent return. As multiple customers' goods may be held in the same location, no customer may have physical access to the goods while in Permanent Storage.

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**Flat Travel Time:** A fixed amount of time from the Carrier's terminal to the origin and from the destination back to the Carrier's terminal on a local move.

**Gross Weight:** The weight of the shipment, including the tare weight of the vehicle, customer's goods, all packing containers, and all packing materials.

**Household Goods:** The personal effects and property used, or to be used, in a residence when it is a part of the equipment or supply of such residence. Transportation of the household goods must be arranged and paid for by the customer or by another individual on behalf of the customer. Not included in this definition are operations expressly excluded by WAC 480-15-181.

**Interruption:** A situation causing a stoppage of service that is in the control of the Carrier and not in the control of the shipper. Examples include coffee breaks, lunch breaks, breakdown of equipment and other similar occurrences.

**Inventory:**

- Cube sheet inventory: An inventory of the items upon which the estimate is based and the estimated cubic footage for each item (cube sheet).
- Descriptive inventory: An inventory of the items that includes a description of each item and the condition of each item at origin and destination.

**Local Move:** Shipments transported 55 miles or less.

**Net Weight:** The weight of the goods shipped by the customer, determined by subtracting the tare weight of the vehicle from the gross weight.

**Packing:** The accessorial service of protecting any portion of a shipment by placing it in boxes, cartons, crates, dish packs, suitcases, trunks or other protective container.

**Permanent Storage:** Storage provided by Carrier for a minimum of 30 days. As multiple customers' goods may be held in the same location, no customer may have physical access to the goods while in Permanent Storage.

**Replacement:** Providing as good as, or equal in value to, a lost or damaged article.

**Shipment:** A load of household goods moved by a Carrier from a single residence or other location or as a single transaction.

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**Tare Weight:** The weight of an empty motor vehicle obtained when all of the following exists:

- The vehicle's fuel tank is full.
- All pads, chains, dollies, hand trucks, and other equipment needed in the transportation of the shipment are on board the vehicle.
- The crew is not on board the vehicle.

**Third Party:** A person or entity other than the Carrier who provides services requested by the customer through an arrangement with the Carrier.

**Unpacking:** The accessorial service of removing contents from boxes, cartons, crates, dish packs, suitcases, trunks or other protective containers.

**Valuation or Valuation Protection:** The level of protection the customer selects to protect his or her household goods against loss or damage.

**Vehicle:** Any motor truck, tractor or other self-propelled vehicle, any trailer, semi-trailer or any combination of such vehicles moving as a single unit.

**Weight Value:** Weight value means each of the following:

- For local moves, the weight determined by multiplying a dollar value amount specified in a valuation option times the constructive weight of the shipment.
- For moves under a non-binding estimate, the weight determined by multiplying a dollar value amount specified in a valuation option times the constructive weight of the shipment.

**ITEM 15 –REFUSAL TO PROVIDE SERVICE, PICK UP SHIPMENT  
OR DELIVER SHIPMENT**

1. A Carrier may refuse to provide service, to pick up or to deliver a shipment, if in the Carrier's judgment any of the following conditions exist and the Carrier or customer have not made arrangements as described in (1), above:
  - a. The move will cause the Carrier to provide service it is not authorized to provide.
  - b. The customer does not provide adequate information necessary to establish his or her identity.
  - c. The customer uses a false name with the intent to deceive the Carrier.
  - d. Conditions such as civil or labor disturbances make pickup or delivery unsafe or unreasonable.

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- e. The shipment is dangerous, contaminated, infested or has been improperly packed.
- f. The Carrier does not have suitable equipment.
- g. The condition of the roads, streets, driveways, alleys, or loading or unloading facilities is unsafe or inaccessible.

**ITEM 20 - DELIVERY TO OR FROM A WAREHOUSE**

Pickup from or delivery to a warehouse, other than the Carrier's own warehouse, includes pickup from a door, platform, or point convenient and accessible to the Carrier's vehicle and Drop-Off Service. If the Carrier is required to provide service as described in this Item, additional charges may apply as described in this tariff.

**ITEM 30 - DELIVERY TIME AND MEANS**

- 1. A Carrier will attempt to deliver a shipment during normal business hours, but is not required to guarantee delivery at a specific hour.
- 2. Unless specific arrangements have been authorized by the customer on the bill of lading, the Carrier is not required to transport the customer's goods by any particular means or vehicle and is not liable for delays resulting from causes other than negligence of the Carrier.
- 3. In cases of unforeseen circumstances which prevent the Carrier from completing delivery, the Carrier has the right to forward the customer's property by another Carrier. The forwarding Carrier must notify the customer of the change in Carrier. The Carrier issuing the bill of lading is the Carrier held responsible for the goods.

**ITEM 40 - STORAGE WHEN DELIVERY CANNOT BE MADE**

- 1. A Carrier may place a shipment into storage at the public warehouse nearest the point of destination if the Carrier is unable to make a delivery because:
  - a. The Carrier was unable to locate a customer at the address given on the bill of lading or the correct address if known by the Carrier.
  - b. The customer refused or was unable to accept delivery.
  - c. For a shipment moving on a non-binding estimate, the customer was unable or refused to pay up to 110 percent of the amount of the original estimate plus supplements.
- 2. The Carrier's liability as a common Carrier ends with delivery to the public warehouse. The shipment becomes subject to the warehouse's liability, terms, and conditions.

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3. The Carrier must notify the customer by every means of contact the Carrier has for the customer, including telephone, e-mail, and fax, and the Carrier must mail or deliver a written notice to the destination address advising that it was unable to make delivery and advising the customer of the name, address, e-mail address, if applicable, and telephone number of the warehouse where the shipment is stored. The written notice must include a statement that if the customer does not receive or claim the shipment within 30 days of the date the written notice was mailed or delivered as specified in the written notice, the shipment becomes subject to disposition by the Carrier (see Item 45).

**ITEM 45 – DISPOSITION OF UNCLAIMED GOODS**

If the customer does not receive or claim the shipment within 30 days after the Carrier mailed or delivered the written notice required in Item 40(3), the shipment becomes subject to disposition by the Carrier in accordance with the Washington State Uniform Commercial Code, Chapter 62A.7 RCW.

**ITEM 50– OVERTIME**

1. Carriers are not required to charge for overtime.
2. Carriers may not charge overtime if the overtime was provided for the Carrier's convenience because the Carrier was unable to provide service on a date requested by the customer but was able to provide service during overtime hours.
3. If the Carrier charges for overtime, overtime charges will apply in addition to all other applicable rates and charges.
4. The Carrier may bill the customer overtime charges for loading and unloading services performed:
  - a. Monday through Friday, after 5:00 p.m. and before 8:00 a.m.,
  - b. At any time on Saturdays, Sundays and state-recognized holidays, and
  - c. Any time after eight (8) consecutive hours of service.
5. Overtime will be performed only at the request of the customer and at the option of the Carrier. The Carrier must provide the customer with a written estimate of the total overtime charges and get the customer's written consent before providing overtime service.

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Overtime rates:

Rate Applying Per Person, Per Hour	
Minimum	Maximum
\$011.38	\$21.26

**ITEM 55 - MISCELLANEOUS SERVICES**

6. If the customer asks the Carrier to provide a service for which there is no rate or charge listed in the tariff, and providing that service requires use of the Carrier's vehicle and employee(s), the following will apply:
  - a. Service will be provided at the option of the Carrier.
  - b. Rates in Item 230 (Hourly Rates) will apply.
  - c. Before providing the service, the Carrier must provide the customer with a written estimate and obtain the customer's signature approving the additional costs.
  
7. The Carrier may charge for services associated with transportation of the customer's goods for which there is no rate or charge listed in the tariff, such as toll bridge or ferry charges. Before providing the service, the Carrier must provide the customer with a written estimate and obtain the customer's signature approving the additional costs.

**ITEM 65 - CUSTOMER-PACKED GOODS**

1. Customers must carefully pack, cover and wrap all breakable or fragile items. Customers must clearly mark the package as "breakable" or "fragile."
  
2. If a Carrier finds that an article has not been properly packed by the customer, the Carrier must notify the customer of the improper packaging. The customer may choose to repack the article or have the Carrier repack the article. The customer may have to pay additional charges for packing service.
  
3. If the Carrier is not able to contact the customer, the Carrier will repack the article and charge the customer for the service.

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- a. The Carrier must document the methods used to contact the customer, to include at least all of the following:
    - Date attempt was made.
    - Time attempt was made.
    - Method used to attempt contact (telephone, fax, personal visit, etc.).
    - Telephone or fax number called.
    - Name and title of person making attempt to contact customer.
  - b. The Carrier must retain the documentation with the copy of the bill of lading retained in the Carrier's office. In addition, the Carrier must attach a copy of the documentation to the copy of the bill of lading given to the customer.
4. A Carrier may open and inspect any customer-packed article if the Carrier believes it is necessary to determine the actual contents.

**ITEM 80 – PAYMENT OF CHARGES**

1. In advance of the move, the Carrier must specify the method of payment on the estimate and any terms or conditions that apply to the method of payment, such as interest rates charged for credit plans. Once specified, the Carrier may not require a different payment method. Carriers may accept or require prepayment in part or in full, cash, personal check, cashier's check or money order, credit card, debit card, electronic fund transfers or its own credit plan.
2. A Carrier may not charge any amount above a binding estimate.
3. A Carrier may only charge an additional 25 percent above a nonbinding estimate plus any supplemental estimates. The additional 25 percent does not include any finance-related charges the Carrier may assess for extending credit, such as interest or late payment fees.
4. Unless credit arrangements are made or the move is paid in advance, payment for the move is due upon delivery. If the total due upon delivery exceeds the original estimate, the Carrier must release the shipment to the customer when the customer pays either:
  - a. The full amount of the original binding estimate and supplemental estimates.
  - b. 110 percent of the original nonbinding estimate including supplemental estimates.
5. The Carrier must allow customers at least 30 days from the date of delivery to pay amounts in excess of the 110 percent described in (4)(b) above.

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6. If the customer fails to pay the rates and charges described in (4) above, the Carrier may hold the shipment in secure storage until the customer pays the amount due. The Carrier's liability ends with delivery to the storage facility. The shipment becomes subject to the storage facility's liability, terms and conditions. The cost of storage will be charged to the customer at the rates established by the storage facility.

**ITEM 85 – ESTIMATES**

1. Carriers must provide a written binding or nonbinding estimate to the customer prior to the move.
2. Carriers must visually inspect goods to be shipped, prior to the move or have the customer complete a web site calculation or hard-copy calculation sheet as described in WAC 480-15-630(6).
3. Carriers may conduct visual inspections using video conferencing in compliance with WAC 480-15-630(5). Video conferencing options include, but are not limited to Skype, Zoom, Teams, Facetime, or other mobile applications that allow the Carrier to interact with the consumer in real time.
4. Carriers must give customers a copy of the customer information required in WAC 480-15-620 at the same time as they provide an estimate.
5. Carriers must include the following elements in all binding and nonbinding estimates, even if those estimates are completed by the customer in electronic or hard-copy format:
  - a. Carrier's name, address, phone number, fax number (if any), and e-mail address (if any).
  - b. Whether the estimate is binding or nonbinding.
  - c. A space for the customer to electronically sign or initial stating that the customer was provided a copy of the brochure "Your Guide to Moving in Washington State."
  - d. Customer's name, phone number and address.
  - e. Customer's contact person, if other than customer.
  - f. Origin, destination and any intermediate stops for the shipment.
  - g. A household goods cube sheet inventory of the items upon which the estimate is based and the estimated cubic footage for each item.
  - h. For local moves, the number of Carrier personnel and vehicles that will be used, the number of hours each will be involved in the move and associated rates and charges.

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- i. Overtime hours and charges, if applicable.
  - j. Third-party or accessorial services to be provided and associated charges, if applicable.
  - k. Charges for loss or damage protection coverage (valuation).
  - l. Storage to be provided and associated charges, if applicable.
  - m. Charges for packing and unpacking services, and for containers, if applicable.
  - n. For binding estimates, a statement that the estimate is a guarantee of the cost of the move and that the Carrier will not charge above the estimated charges without preparing a supplemental estimate.
  - o. For nonbinding estimates, the following information:
    - i. The estimate is not binding.
    - ii. The cost of the move may exceed the estimate.
    - iii. The Carrier must release the shipment to a customer upon payment of no more than 110 percent of the estimate. Carriers must allow customers at least 30 days from the date of delivery to pay amounts in excess of the 110 percent.
    - iv. The customer is not required to pay more than 125 percent of the estimate regardless of the total cost unless the Carrier issues and the customer accepts a supplemental estimate. (The 125 percent does not include any finance-related charges the Carrier may assess for extending credit, such as interest or late payment fees.)
  - p. The forms of payment the Carrier will accept, including any terms or conditions that apply to the method of payment, such as interest rates charged for credit plans.
  - q. Estimated charges for per-diem if overnight stay will be required, as identified in Item 200 of this tariff.
  - r. Electronic typed or written signatures of the Carrier personnel completing the form, the customer, and the dates each signed.
6. A supplemental estimate must include the following, if changed from the original estimate:
- a. Carrier's name, address and phone number.
  - b. Customer's name, address and phone number.
  - c. Origin, destination and any intermediate stops for the shipment.
  - d. Customer contact person for the supplemental estimate, if other than the customer.
  - e. A complete description of the services or products added by the supplemental estimate and associated charges. Each service or product and charge must be listed separately in sufficient detail to determine if proper rates were charged according to the tariff or, where no tariff charges exist, in sufficient detail to determine the exact nature, number, and type of charges.

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- f. Electronic typed or written signatures of the Carrier personnel completing the form and the customer and the dates each signed.
7. Estimates for moves completed by the Carrier must be filed with the bill of lading and retained for the same length of time as required for the bill of lading. Estimates for moves not completed may be discarded when the estimate expires.

**ITEM 90 - CARRIER LIABILITY FOR HOUSEHOLD GOODS AND  
CUSTOMER VALUATION OPTIONS**

1. The Carrier is liable for physical loss of, or damage to, any article from external cause while being packed, unpacked, loaded, unloaded, or carried, including breakage, if the articles are packed by the Carrier and/or if the breakage results from negligence of the Carrier. The amount of liability a Carrier must assume depends on the level of valuation protection selected by the customer, as indicated on the bill of lading.
2. The Carrier is liable directly to the customer for loss and damage, regardless of any cargo insurance policies the company may have.
3. Customers may include the following items in a shipment, however, the Carrier is not responsible for the condition or safe delivery of:
  - Coins, currency, deeds, notes, postage stamps, letters, drafts or valuable papers of any kind.
  - Jewelry, precious stones, or precious metals.
  - Items of extraordinary value.
  - Items requiring temperature control.
  - Household pets.
  - Live plants.
  - Perishable items.
  - Furniture or other items made of pressboard, particle board or similar pressed material.
4. The Carrier is not liable for the loss of or damage to any article from external cause while being carried due to the following circumstances:
  - a. Breakage, when items are packed by the customer or the customer's representative unless it can be proved that the breakage resulted from negligence by the mover in handling the articles.
  - b. Internal damage to electronics (radios, stereos, VHS players, CD/DVD players, televisions, computers, printers, scanners, etc.) when no visible

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damage to the external packaging or contents exists or if the item was packed by the customer or the customer's representative.

- c. Loss or damage from insects, moths, vermin, mold, fungus or bacteria within the customer's belongings or that develop therein due to conditions present before the Carrier picks up the customer's belongings.
- d. Loss or damage because the item was in an obvious state of disrepair at the time of shipment, provided that the Carrier noted the disrepair on the inventory.
- e. An act, omission, or order of the customer, or loss or damage resulting from the customer's inclusion in the shipment of such articles as explosives, dangerous articles or dangerous goods.
- f. Defective design of an article, including susceptibility to damage because of atmospheric conditions such as temperature or humidity changes.
- g. Hostile or warlike action or use of any weapon of war (in time of peace or war), terrorism, insurrection, rebellion, revolution, civil war, usurped power, and action taken in hindering, combating, or defending against such occurrences: a) by any government or sovereign power, or by authority maintaining or using military forces; b) by military forces; or, c) by an agent of such government, power, authority or forces.
- h. Seizure, confiscation or destruction under quarantine by order of any government or public authority.
- i. Strikes, lockouts, labor disturbances, riots, civil commotions or the acts of any person or persons taking part in any such occurrence or disorder.
- j. Acts of God.

5. The Carrier will not accept the following items for shipment:

1. Explosives.
2. Dangerous goods.
3. Property liable to damage Carrier equipment or other property.

6. The customer assumes all liability for goods left unattended by the customer before pickup by the Carrier.

7. The customer assumes all liability for goods when the customer directs the Carrier, in writing by email or another electronic communication, to unload or deliver property at a location that will be unattended.

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8. The amount of liability a Carrier must assume depends on the level of valuation protection selected by the customer and the customer-declared value, as indicated on the bill of lading. Before providing service, the Carrier must require the customer to state in writing on the bill of lading either the declared value of the shipment in cents per pound or a lump sum value for the entire shipment. If the Carrier fails to obtain the customer's declared value, the value will be based on the net weight or constructive weight of the shipment.
- For local moves, the weight of the shipment is determined by recording the constructive weight. Constructive weight is calculated by multiplying seven pounds times each cubic foot of space used in the moving vehicle.
9. The customer may choose from three valuation options to determine the liability the Carrier must assume for loss or damage. Each option has a different cost to the customer and represents a different level of Carrier responsibility. The customer has the following valuation protection options and must, on the face of the bill of lading, select one of the options. The Carrier must not load the customer's goods until the customer selects an option and makes the appropriate notation on the bill of lading.
- a. **Option 1 - Basic Value Protection.** This is the most economical protection option available to a customer and is the minimum level of responsibility a Carrier must assume for a household goods shipment. This option provides coverage at \$0.60 per pound per item. In case of loss or damage, the liability is \$0.60 times the net weight of the lost or damaged goods. In the event of a loss or damage to one of a matched pair or set of items, the Carrier's maximum liability will be limited to the damage or loss of only the individual item.
- The customer incurs no additional cost for this level of coverage.
- b. **Option 2 - Replacement Cost Coverage with Deductible.** This option provides full value coverage less a \$300 deductible to the customer and a maximum Carrier liability up to the declared value or \$5.00 times the net weight of the shipment, whichever is greater. If the customer fails to select a level of valuation protection on the bill of lading, replacement value protection will be the **default** level in the case of a loss or damage claim.

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In the case of loss or damage the Carrier must repair the damaged goods to the customer's satisfaction, reimburse the customer or replace the damaged goods for any amount above the \$300 deductible. The \$300 deductible applies to the entire shipment rather than each individual item.

For example, if the value of three lost items equals a replacement cost of \$500, the Carrier would be liable for \$200 (\$500 less \$300 deductible).

In the event of a loss or damage to one of a matched pair or set of items, the Carrier's maximum liability will be limited to the damage or loss of only the individual item, subject to declared value limitations. If the Carrier decides to reimburse for or replace a lost or damaged item, the Carrier may claim the lost or damaged item as its property.

The basis for valuation of the following items will revert to depreciated or fair market value, even if the customer selects Option 2. The customer must provide information about these items and the Carrier must list these items separately on an inventory that accompanies the bill of lading.

- Any item which inherently cannot be replaced with new items such as antiques, fine art, paintings and statuary.
- Items for which age or history contributes substantially to their value such as memorabilia, souvenirs and collector's items.

Rate applying per \$100 of weight value (Declared value or \$5.00 times the net weight of the shipment, whichever is greater, rounded to the nearest increment of \$100.00)	
<b>Minimum</b>	<b>Maximum</b>
\$0.55	\$1.15

The cost to the customer for replacement cost coverage with deductible is calculated by:

- i. Multiplying the net weight of the shipment by \$5.00; rounding to the nearest increment of \$100.
- ii. Obtaining the customer's declared value of the shipment.
- iii. Determining the greater of (i) or (ii), above.

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By: 

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**Title: Product Manager**

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iv. Charging the customer a minimum of \$0.55 and a maximum of \$1.15 for every \$100 as calculated in (iii), above.

c. **Option 3 - Replacement Cost Coverage with No Deductible.** This option provides full value replacement coverage for the customer and a maximum Carrier liability up to the declared value or \$5.00 times the net weight of the shipment, whichever is greater.

In the case of loss or damage the Carrier will either repair, to the customer's satisfaction, reimburse, or replace the lost or damaged item.

If the Carrier decides to reimburse for or replace a lost or damaged item, the Carrier may claim the lost or damaged item as its property.

Rate applying per \$100 of weight value (Declared value or \$5.00 times the net weight of the shipment, whichever is greater, rounded to the nearest increment of \$100.00)	
<b>Minimum</b>	<b>Maximum</b>
\$0.66	\$1.40

The cost to the customer for replacement cost coverage with no deductible is calculated by:

- i. Multiplying the net weight of the shipment by \$5.00
- ii. Rounding to the nearest increment of \$100.
- iii. Charging the customer a minimum of \$0.66 and a maximum of \$1.40 for every \$100 as calculated in (ii), above.

The basis for valuation of the following items will revert to depreciated or fair market value, even if the customer selects Option 3. The customer must provide information about these items and the Carrier must list these items separately on an inventory that accompanies the bill of lading.

- Any item which inherently cannot be replaced with new items such as antiques, fine art, paintings and statuary.
- Items for which age or history contributes substantially to their value such as memorabilia, souvenirs and collector's items.

10. The customer is responsible for any additional insurance he/she wishes to purchase.

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11. Following are the fees for valuation of goods while in SIT. The fees are to be charged for each 30 days or portion of 30 days household goods remain in storage. The fees are based on a percentage of the amount paid for transportation valuation.

Valuation Option Selected	For each 30 days or fraction of 30 days, Percentage of transportation valuation allowed:	
	Minimum	Maximum
Option 1 - Basic Value Protection	None	None
Option 2 - Replacement cost, with deductible	7.2%	12.0%
Option 3 - Replacement cost, no deductible		

**ITEM 95 – BILLS OF LADING**

1. The Carrier must issue a bill of lading for each shipment of household goods transported and must maintain a copy of each bill of lading on file for three years. Both the Carrier and the customer must electronically sign and date the bill of lading. The bill of lading must include, at a minimum, all information described below:
  - a. The name, permit number, address, and telephone number of the household goods Carrier and the fax, Web site, and e-mail address, if any.
  - b. The name and telephone number of the customer.
  - c. The name and telephone number of the consignee, if different than the customer.
  - d. The exact address of the origin of the move.
  - e. The exact address of the destination of the move.
  - f. The exact address of any additional pickup points or stops to partially load or unload.
  - g. A separate section of the form that includes a declaration of the length of time and location at which the customer wishes property to be stored. For example:
    - i. Permanent Storage.
    - ii. Drop-Off Service
  - h. A separate section of the form that indicates whether the associated estimate is binding or nonbinding.
  - i. A statement that the Carrier must release the shipment to a customer upon payment of no more than 110 percent of the estimated charges when the Carrier uses a nonbinding estimate.

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- j. A statement that the Carrier will extend credit for at least 30 days and that within such period the customer must pay the remainder due. The Carrier may establish its own credit policy, but it must allow at least 30 days and must disclose its policy to the customer on the bill of lading. The Carrier may not require the customer to pay more than 125 percent of the non-binding estimate plus supplemental estimates. (The 125 percent does not include any finance-related charges the Carrier may assess for extending credit, such as interest or late payment fees.)
- k. A section where the customer must select, by signing his or her initials, the type of loss and damage protection (valuation) for the shipment. This section must read as follows:

**LOSS AND DAMAGE PROTECTION (Valuation):** The customer must select and initial only one of the following options:

\_\_\_\_\_ **Basic value protection.** I release this shipment to a value of 60 cents per pound per article, at no cost to me. This means I will be paid 60 cents per pound for the net weight of the lost or damaged item, regardless of the actual value of the item.

\_\_\_\_\_ **Replacement cost coverage with deductible** which includes a \$300 deductible paid by me. This option will cost \$\_\_\_\_. The value I declare must be at least \$5.00 times the net weight of the shipment.

\_\_\_\_\_ **Replacement cost coverage with no deductible**, at a cost of \$\_\_\_\_\_. The value I declare must be at least \$5.00 times the net weight of the shipment. I declare a lump sum total dollar valuation on this entire shipment of \$\_\_\_\_.

- l. If the shipment will be calculated using mileage rates, include:
- i. The mileage of the move.
  - ii. The net weight of the shipment, either by constructive or actual weight as evidenced by documentation of the constructive weight calculation or the actual weight ticket.
- m. If the shipment will be calculated using hourly rates, include the time the vehicle leaves the Carrier's terminal and the time it returns to the terminal, or when the Carrier was released to go to another customer, and the start, stop, and any interruption time for each employee involved in the move.
- n. The amount and type of every charge assessed as a separate line item. Each charge must be fully described in sufficient detail to determine if proper rates were charged according to the tariff or, where no tariff charges exist, in sufficient detail to determine the exact nature, number, and type of charges.

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**2. Information That Must Be Included on the Back of the Bill of Lading**

The following terms and conditions which govern transportation of household goods in Washington intrastate commerce must be printed on the back of the Bill of Lading:

**CONTRACT TERMS AND CONDITIONS OF UNIFORM HOUSEHOLD GOODS BILL OF LADING**

The following terms and conditions apply to all services performed by the Carrier under this contract. This contract is also subject to all rules, rates, and charges in the current tariff published by, or on file with, the Washington Utilities and Transportation Commission:

**SECTION 1. (A) THE CARRIER IS LIABLE** for physical loss of, or damage to, any article from external cause while being packed, unpacked, loaded, unloaded, or carried, including breakage, if the articles are packed by the Carrier and/or if the breakage results from negligence of the Carrier. The Carrier is liable directly to the customer for loss and damage, regardless of any cargo insurance policies the Carrier may have. The Carrier's liability is subject to the limitations of liability described in Section 2.

Customers may include the following items in a shipment however, the Carrier is not responsible for the condition or safe delivery of:

- Coins, currency, deeds, notes, postage stamps, letters, drafts or valuable papers of any kind.
- Jewelry, precious stones, or precious metals.
- Items of extraordinary value.
- Items requiring temperature control.
- Household pets.
- Live plants.
- Perishable items.
- Furniture or other items made of pressboard, particle board or similar pressed material.

**(B) THE CARRIER IS NOT LIABLE** for the loss of or damage to any article from external cause while being carried or held by a third party due to the following circumstances:

- a. Breakage, when items are packed by the customer or the customer's representative unless it can be proved that the breakage resulted from negligence by the mover in handling the articles.
- b. Internal damage to electronics (radios, stereos, VHS players, CD/DVD players, televisions, computers, printers, scanners, etc.) when no visible damage to the

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- external packaging or contents exists or if the item was packed by the customer or the customer's representative.
- c. Loss or damage from insects, moths, vermin, mold, fungus or bacteria within the customer's belongings or that develop therein due to conditions present before the Carrier picks up the customer's belongings.
  - d. Loss or damage because the item was in an obvious state of disrepair at the time of shipment, provided that the Carrier noted the disrepair on the inventory.
  - e. An act, omission, or order of the customer, or loss or damage resulting from the customer's inclusion in the shipment of such articles as explosives, dangerous articles or dangerous goods.
  - f. Defective design of an article, including susceptibility to damage because of atmospheric conditions such as temperature or humidity changes.
  - g. Hostile or warlike action or use of any weapon of war (in time of peace or war), terrorism, insurrection, rebellion, revolution, civil war, usurped power, and action taken in hindering, combating, or defending against such occurrences: a) by any government or sovereign power, or by authority maintaining or using military forces; by military forces; or, c) by an agent of such government, power, authority or forces.
  - h. Seizure, confiscation or destruction under quarantine by order of any government or public authority.
  - i. Strikes, lockouts, labor disturbances, riots, civil commotions or the acts of any person or persons taking part in any such occurrence or disorder.
  - j. Acts of God.

Carriers will not accept the following items for shipment:

1. Explosives.
2. Dangerous goods.
3. Property liable to damage Carrier equipment or other property.

The customer assumes all liability for goods he/she leaves unattended before pickup by the Carrier. The customer also assumes all liability for goods when the customer directs the Carrier, in writing, to unload or deliver property at a location that will be unattended.

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

- (A) If the customer selected **Basic Value Protection**, the Carrier's maximum liability shall be the actual loss or damage not exceeding \$0.60 per pound of weight of any lost or damaged article(s).

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- (B) If the customer selected **Replacement Cost Coverage with Deductible**, the Carrier's maximum liability shall be the amount of the actual loss or damage less a \$300 deductible not exceeding \$5.00 times the net weight of the shipment, or the lump sum declared value, whichever is greater. **This option is the option that will apply if the customer fails to indicate a choice on the face of this contract and the customer will be liable for charges applying to this option.**
- (C) If the customer selected **Replacement Cost Coverage**, the Carrier's maximum liability shall be the amount of the actual loss or damage not exceeding \$5.00 times the net weight of the shipment, or the lump sum declared value, whichever is greater.

The customer is responsible for any additional insurance the customer wishes to purchase.

**SECTION 3.** Unless specific arrangements have been authorized by this contract, the Carrier is not required to transport the customer's goods by any particular schedule, means, or vehicle and is not liable for delays resulting from causes other than negligence of the Carrier. Further, in case of unforeseen circumstances which prevent the Carrier from completing delivery, the Carrier has the right to forward the customer's property by another Carrier.

**SECTION 4.** (A) The customer must pay all legal charges. (B) If the Carrier is required to refer this contract for collection of charges due to an attorney, shipper agrees to pay reasonable attorney fees and collection costs. (C) If this contract is referred to a court for resolution, the losing party shall be responsible for payment of the other party's reasonable attorney fees and court costs. (D) The customer shall be responsible to indemnify the Carrier against loss or damage caused by inclusion in the shipment of explosives, dangerous articles, or dangerous goods.

**SECTION 5.**

- (A) A Carrier may place a shipment into storage at the public warehouse nearest the point of destination if the Carrier is unable to make a delivery because:
1. The Carrier was unable to locate a customer at the address given on the bill of lading or the correct address if known by the Carrier.
  2. The customer refused or was unable to accept delivery.
  3. The customer (for a shipment moving on a non-binding estimate) was unable or refused to pay up to 110 percent of the amount of the original estimate plus supplements, if any.

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- (B) The Carrier's liability as a common Carrier ends with delivery to the public warehouse or Clutter's permanent storage facility. The shipment becomes subject to the warehouse's liability, terms, and conditions.
- (C) The Carrier must notify the customer by every means of contact the Carrier has for the customer, including telephone, e-mail, and fax, and the Carrier must mail or deliver a written notice to the destination address advising that it was unable to make delivery and advising the customer of the name, address e-mail address, if applicable, and telephone number of the warehouse where the shipment is stored.
- (D) If the customer does not receive or claim the shipment within 30 days after the Carrier mailed or delivered the written notice required in Item 40(3), the shipment becomes subject to disposition by the Carrier in accordance with the Washington State Uniform Commercial Code, Chapter 62A.7 RCW.

**SECTION 6.** To receive compensation for a claim for loss, damage, overcharge, injury or delay, the customer must file a written claim with the Carrier within nine months after delivery. In the case of failure to make delivery, the claim must be filed within nine months after a reasonable time for delivery has elapsed. Claims must contain sufficient information to identify the property involved. A copy of the original paid transportation bill, bill of lading contract or shipping receipt must accompany the written claim.

**ITEM 100 – STORAGE**

Customers may choose to either provide their own storage or store items with the Carrier or the Carrier's agent.

1. **Customer-provided storage.** If the customer rents, leases or otherwise provides a storage unit independent of the Carrier and requests the Carrier deliver the goods to the customer-provided storage unit, the Carrier's liability ends at the delivery. The storage unit becomes the final destination.
2. **Storage provided by the Carrier or the Carrier's agent.** The customer may choose from the following storage options provided by the Carrier or the Carrier's agent. The requirements below apply only to storage provided by the Carrier or the Carrier's agent.
  - **Permanent storage** is warehouse storage of a shipment for 30 or more days and includes Drop-Off Service.

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- a. **Customer choice of storage.** The Carrier must ensure that the customer specifically chooses Permanent Storage, or Drop-Off Service by electronic signing or initialing on the bill of lading. The customer is responsible for the added charges for storage service, warehouse handling and final delivery of the shipment.
  
- b. **Storage records required.** Both the Carrier and warehouse must maintain a descriptive inventory on any shipment placed in storage. Storage records must show all of the following:
  - i. An itemized list of the items in the shipment and the number on the bill of lading.
  - ii. The origin and destination points of the shipment.
  - iii. The condition of each article when it was received by the Carrier and unloaded at the warehouse.
  - iv. The dates when all charges, advances, or payments were made or received.
  - v. The dates the shipment was delivered into, and forwarded from, the warehouse.

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Section 2 – Local Moves

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## Section 2

### LOCAL MOVES

Rates, Rules and Charges Shown in This Section Apply to  
Shipments Moving 55 Miles or Less

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**ITEM 205 - GENERAL APPLICATION OF RATES  
FOR LOCAL (HOURLY-RATED) MOVES**

1. Rates in this section apply to moves of 55 miles or less.
2. Rates include use of vehicle, equipment, and labor for receiving and/or delivering household goods.
3. Other services performed in the course of hourly-charged transportation shall be charged the hourly rate and not be assessed additional charges, except when other services require special equipment or materials.

**ITEM 225 – CONTAINER PRICES**

1. Prices are for containers (packing materials) only.
2. If the customer requests delivery or pickup of containers, Item 230 (Hourly Rates) will apply.
3. When available, the customer may purchase used containers at 50 percent of the prices shown below. This does not include reusable plastic containers.
4. Carriers may rent reusable plastic containers to customers at the rates shown below. The Carrier will provide the customer with a document outlining the terms and conditions for reusable plastic container rental, signed by the Carrier and the customer.
5. Carriers may provide free de minimis use of wardrobe cartons and reusable plastic containers on the day of the move.

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Type of Container	Charge per Container	
	Minimum	Maximum
<b>DRUM, DISH PACK</b> (drum, dish-pack, barrel, or other specially designed containers, not less than 5 cu. ft. capacity, used for packing glassware, chinaware, table lamps or other similar fragile articles, with inserts or dividers)	\$10.05	\$26.43
<b>WASHER PACKING KIT</b>	\$3.30	\$8.71
<b>FRONT LOAD WASHING MACHINE KIT</b> (Kit cost only)	\$60	\$98.75
<b>CARTONS</b> (not less than 200 lb. test) Less than 3 cu. ft.	\$2.08	\$5.49
3 cu. ft.	\$3.10	\$8.16
4 1/2 cu. ft.	\$3.72	\$9.79
6 cu. ft.	\$4.38	\$11.53
<b>REUSABLE PLASTIC CONTAINERS</b> (not less than 2.5 cu. ft.) Weekly rental	\$1.37	\$6.58
<b>DOLLIES</b> (designed for stacking reusable plastic containers) Weekly rental	\$3.33	\$8.23
<b>WARDROBE CARTON</b> (not less than 10 cu. ft.)	\$7.91	\$21.15
<b>MATTRESS CARTONS</b>		
Crib mattress carton	\$3.57	\$9.42
Twin mattress carton	\$6.47	\$17.02
Double mattress carton	\$8.05	\$21.19
Queen mattress carton	\$9.11	\$23.97
King mattress carton	\$13.05	\$34.33
King box spring carton	\$14.89	\$39.18
<b>MATTRESS COVERS</b>		
Twin mattress single-use cover	\$4.95	\$10.42
Double mattress single-use cover	\$6.00	\$12.63
Queen mattress single-use cover	\$7.80	\$16.42
King mattress single-use cover	\$8.25	\$17.36
<b>LAMP CARTON</b>	\$4.38	\$9.22
<b>MIRROR CARTON</b> (corrugated)	\$8.04	\$20.79
<b>FLAT SCREEN TV CARTON</b>	\$28.75	\$208.46
<b>CRATES AND CONTAINERS</b> (other than described above, designed for mirrors, paintings, glass or marble tops, and similar fragile articles) Price per cubic foot or fraction (gross measurement of crate or container)	\$1.86	\$11.71
Crate (minimum)	\$6.35	\$35.13

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**ITEM 230 - RATES**

1. Clutter may offer Customers the following pricing options, or a combination of the pricing options for all Clutter services involving household goods:
  - a. **Original onboarding house to house moves.** (no storage services). Original onboarding for house to house moves will be priced as follows:
    - i. Hourly Rates for Labor and Truck as provided in Paragraph 8 below.
  - b. **Original Onboarding with storage services.** Original Onboarding with storage services may be offered including one or more of the following pricing options:
    - i. a flat fee for transportation based on the storage plan cubic feet;
      - When a transportation fee is determined by the plan cubic feet for Onboardings, this is the max formula for the transportation fee: (\$1.50 \* quoted plan cubic feet) + \$200.
    - ii. an hourly fee for labor based on the storage plan cubic feet;
      - See pricing in Paragraph 7 below.
    - iii. a flat rate per item (max rate \$20 per item);
    - iv. monthly permanent storage fee.
  - c. **Subsequent<sup>1</sup> Onboarding or Return with storage services.** Subsequent Onboarding or Return with storage services may be offered including one or more of the following pricing options:
    - i. a flat fee for transportation;
      - Maximum rate for transportation fee is \$200.
    - ii. an hourly fee for labor based on the storage plan cubic feet;
      - See pricing in Paragraph 7 below.

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<sup>1</sup> A subsequent appointment is when Clutter/Carrier services an existing Customer by providing drop off, pickup or a combination of two or other services.

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- iii. a flat rate per item (max rate \$20 per item);
  - iv. monthly permanent storage fee.
- d. **Final Drop Off (Return)**. Final Drop Off (return) may be offered including one or more of the following pricing options:
- i. a flat fee for transportation based on the storage plan cubic feet;
    - When a transportation fee is determined by the plan cubic feet for Onboardings, this is the max formula for the transportation fee: (\$1.50 \* current plan cubic feet) + \$200.
  - ii. an hourly fee for labor based on the storage plan cubic feet;
    - See pricing in Paragraph 7 below.
  - iii. a flat rate per item (max rate \$20 per item).

All rates shall be disclosed to customer in advance.

2. Hourly rates apply during regular hours (Monday through Friday, excluding state-recognized holidays, between 8 a.m. and 5 p.m.). For other than regular hours, overtime charges may be assessed in addition to the hourly rates as provided in this Tariff.
3. For hourly rates, time shall be recorded in real time based on the hours and minutes spent on job. The Carrier must require its employees to record breaks and interruptions. The customer must not be charged for breaks or interruptions caused by the Carrier's personnel.
4. If pricing is based on the hourly rates for labor and/or truck, the minimum time for a shipment moving under hourly rates is one hour, but Clutter reserves to right to set a higher minimum time for moves (e.g. 4 hours) in the original estimate.
5. When transporting a single shipment, the Carrier may bill the customer either:
  - a. The time beginning when the moving vehicle leaves the Carrier's terminal or other location of the vehicle (whichever is closest) to the origin of the shipment, until the time the vehicle returns to the Carrier's terminal or is dispatched to another job.
  - b. Flat travel time for the time from the Carrier's terminal or other location of the vehicle (whichever is closest) to the origin of the shipment and the time from the shipment's destination to the Carrier's terminal.
  - c. For moves that include storage contracts, Carrier may bill for time while on site.

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- 6. When a single vehicle combines two or more shipments, the time charged to each customer must be the actual time spent conducting packing, loading, unloading and unpacking plus an equitable division of the total travel time.
- 7. For Sections (1)(b) to (1)(d) of this Item, when hourly labor rates apply, Carriers will charge local moves at the following rates:
  - a. Charge for labor:
    - i. For a move three hours or less in duration, a maximum of \$99.92 per hour.
    - ii. For a move more than three hours in duration, a maximum of \$96.70 per hour.
  - b. Additional charge for each additional worker:
    - i. For a move three hours or less in duration, a maximum of \$87.04 per hour.
- 8. For a move more than three hours in duration, a maximum of \$84.03 per hour. For Section (1)(a) of this Item, Carriers will charge local moves at the following rates:
  - a. Charge for truck and driver:
    - i. For a move three hours or less in duration, a minimum of \$39.20 per hour and a maximum of \$99.92 per hour.
    - ii. For a move more than three hours in duration, a minimum of \$37.93 per hour and a maximum of \$96.70 per hour.
  - b. Additional charge for each additional worker:
    - i. For a move three hours or less in duration, a minimum of \$30.69 per hour and a maximum of \$87.04 per hour.
    - ii. For a move more than three hours in duration, a minimum of \$29.63 per hour and a maximum of \$84.03 per hour.

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