# **Proposed Revisions to Tariff 15-B**

(Red-Line Version)

# **Item 05 - Application of Tariff**

- 1. This tariff applies to the transportation of Household Goods.
- 2. Every household goods carrier must develop, establish and maintain policies, processes and procedures that ensure it complies with all rates, charges, terms, conditions and directions contained in this tariff.

#### Item 10 -- Definitions

**Accessorial Services:** 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 examples, 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.

**Depreciated Value**: The replacement cost of shipped goods minus depreciation.

**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 an hourly-rated move.

**Flight of Stairs**: The stairs leading from one complete floor to the next complete floor or story of a building, or a set of at least 8 but not more than 20 steps outside a building (less than 8 steps is not considered a flight).

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

**Hourly-Rated Shipment**: Shipments transported 55 miles or less.

**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 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:

- Retail store delivery transportation between a retail business and a residence.
- Pack and load services by companies that pack a customer's household goods and load them onto a truck, but do not provide transportation service
- Containerized freight transportation of customer packed and sealed selfstorage containers when no accessorial services are provided by a motor carrier in connection with transporting the container.

**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.

**Loaded Distance**: The distance between the loading point (origin) of the shipment and the unloading point (destination).

**Long Carry**: Exists when the mover must carry household goods for a distance in excess of 75 feet between the vehicle and the door of the residence, including multi-family housing.

**Mileage-Rated Shipments**: Shipments transported more than 55 miles.

**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 containers.

**Regular Time**: Monday through Friday between 8:00 a.m. and 5:00 p.m.

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

**Released Valuation**: The stated value of articles tendered by the customer to the carrier.

**Stops In Transit**: A service where the carrier loads, unloads or both loads and unloads portions of the customer's household goods at more than one site.

**Storage-in-Transit**: Temporary warehouse storage (180 days or less) of a shipment pending further transportation.

**Story**: Inside a building, a story means the stairs leading from one complete floor to the next complete floor or story. Outside a building, a story means a set of at least 8 but not more than 20 steps (less than 8 steps is not considered a story).

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

- (a) The vehicle's fuel tank is full.
- (b) All pads, chains, dollies, hand trucks, and other equipment needed in the transportation of the shipment are on board the vehicle.
- (c) 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:

- 1. For mileage-rated moves, the weight determined by multiplying a dollar amount specified in a valuation option times the net weight of the shipment.
- 2. For hourly-rated moves, the weight determined by multiplying a dollar value amount specified in a valuation option times the constructive weight of the shipment.
- 3. 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, Pickup 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 has not made arrangements as described in (2), below:
  - 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. The condition of the roads, streets, driveways, alleys, or loading or unloading facilities is unsafe or inaccessible.
  - e. Conditions such as civil or labor disturbances make pickup or delivery unsafe or unreasonable.
  - f. The shipment is dangerous, contaminated, infested or has been improperly packed.
- g. The carrier does not have suitable equipment.
- 2. A carrier may provide a service if the customer requests it, and the carrier agrees, to provide smaller equipment or additional labor to move the shipment between the point of origin or the point of destination and the carriers' vehicle. In this case, the carrier may charge the customer an extra cost, as long as the carrier discloses the charges in advance by use of a binding, nonbinding or supplemental estimate.

# Item 20 - Delivery to or From a Warehouse

Pickup from or delivery to a warehouse, other than the carrier's own warehouse, includes pickup only from a door, platform, or point convenient and accessible to the carrier's vehicle. If the carrier is required to provide service at any other location, additional charges may apply as described 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. 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 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% 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.
- 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, the shipment becomes the property of 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 the written notice required in Item 40(3), the shipment becomes the property of the carrier.

#### Item 50– Overtime

- 1. Overtime charges apply only to packing, loading and unloading services.
- 2. Carriers are not required to charge for overtime.
- 3. Carriers may not charge overtime if the overtime was provided for the carrier's convenience because the carrier is unable to provide service on a date requested by the customer but is able to provide service during overtime hours.
- 4. If the carrier charges for overtime, overtime charges will apply in addition to all other applicable rates and charges.
- 5. The carrier may bill the customer overtime charges for services performed Monday through Friday, after 5:00 p.m. and before 8:00 a.m. or at any time on Saturdays, Sundays and state-recognized holidays.
- 6. 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.

#### Charges:

Period in which loading and/or unloading service is provided		Rate per 100 pounds shipped		
At all times on Saturdays, Sundays or Legal Holidays			Maximum	
				\$X.XX
• /		Rate Per person per hour or fraction of an hour		
	Maximum			
X.XX	\$XX.XX			

Note to reader: In the proposed revision to WAC 480-15-490 "Tariffs and rates general," UTC staff has proposed no minimum rate band - the commission will publish maximum rates only. In addition, the commission will consider any petition filed to increase the top of the rate band and by how much. When the rate and rule issues are resolved we will update the tariff to reflect those changes.

# Item 55 - Miscellaneous Services Requested By Customer

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; and
- (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.

# Item 62 – Appliance Service

The transportation rates in this tariff do not include the servicing or re-servicing of appliances or other articles to protect them from damage in, or incident to, transit. These appliances or articles include, but are not limited to: refrigerators, deep freezers, radios, record players, washing machines, television sets, satellite television/radio receiving discs/dishes, air conditioners, grandfather clocks, computers, clothes dryers, cooking ranges, and dishwashers.

Upon request of the customer, the carrier will, if it possesses qualified personnel, service at point of origin and re-service at point of destination appliances or other articles at the charges shown below. If the carrier does not possess qualified personnel to perform the services, the carrier will, with the authorization of the customer, engage third-party vendors to perform the servicing and/or re-servicing.

The service under the provisions of this item are performed solely to prepare the articles for safe transportation, but does not include disconnecting or reconnecting articles to gas, electrical, plumbing or ventilation hook-ups.

The following rates apply when carrier personnel provide service/re-service of appliances or other articles:

		Maximum
Servicing	1 <sup>st</sup> Article or appliance	\$XX
	Each additional article or	\$XX
appliance		
Re-servicin	g 1 <sup>st</sup> Article or appliance	\$XX
	Each additional article or	\$ XX
appliance		

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#### 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.
  - (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.

### **Tariff 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. The carrier must include the acceptable method of payment on the estimate and bill of lading. 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% above a nonbinding estimate plus any supplemental estimates.
- 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% of the original nonbinding estimate including supplemental estimates.
- 5. Carriers must allow customers at least 30 days from the date of delivery to pay amounts in excess of the 110% described in (4)(b) above.
- 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.

#### Tariff Item 85 - Estimates

- 1. Carriers must give customers a copy of the customer information required in WAC 480-15-620 at the same time they provide an estimate.
- 2. 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 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 contact person, if other than customer.
    - f. Origin, destination and any intermediate stops for the shipment.
  - g. A cube sheet or descriptive inventory of the items upon which the estimate is based and the estimated cubic footage for each item.
  - h. For mileage-rate shipments, the estimated total weight of the shipment and an explanation of the formula used. The formula may not be based on less than seven pounds per cubic foot.
  - i. For hourly-rated shipments, 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.
  - j. For mileage-rated shipments, the mileage between the origin, destination and intermediate stops and associated rates and charges.
  - k. Overtime hours and charges.
  - 1. Third-party or accessorial services to be provided and associated charges.
  - m. Charges for loss or damage protection coverage (valuation).
  - n. Storage to be provided and associated charges.
  - o. Charges for packing, unpacking, and packing containers.
  - p. For binding estimates, a statement that the estimate is a guarantee of the cost of the move and the carrier will not charge above the estimated charges without preparing a supplemental estimate.
  - q. 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% of the estimate. Carriers must allow customers at least 30 days from the date of delivery to pay amounts in excess of the 110%.
    - (iv) The customer is not required to pay more than 125% of the estimate regardless of the total cost unless the carrier issues and the customer accepts a supplemental estimate.
  - r. Signatures of the carrier personnel completing the form and the customer and the dates each signed.
  - 2. A supplemental estimate must include:

- (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.
- (f) Signatures of the carrier personnel completing the form and the customer and the dates each signed.
- 3. 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 by the bill of lading. Estimates for moves not completed must be retained for 90 days after the date of the proposed move.

# **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, carried, or held in storage-in-transit, 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's liability for loss and damage is directly to the customer, regardless of any cargo insurance policies the company may have.
- 3. The carrier is not liable for the loss of or damage to any article from external cause while being carried or held in storage-in-transit, for the following circumstances:
  - a. Breakage, when items are packed by the customer or the customer's representative unless it can be proven 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, etc.) when no visible 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 or vermin.
  - d. Loss or damage to documents, bank bills, notes, currency, money, postage stamps, letters or valuable papers of any kind.
  - e. Loss or damage to jewelry, watches, precious stones or precious metals.
  - f. 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.
  - g. Defective design of an article, including susceptibility to damage because of atmospheric conditions such as temperature or humidity changes.
  - h. 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.
  - i. Seizure, confiscation or destruction under quarantine by order of any government or public authority.
  - j. Strikes, lockouts, labor disturbances, riots, civil commotions or the acts of any person or persons taking part in any such occurrence or disorder.
- 4. 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, carriers must require customers 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 distance moves, the weight of the shipment is determined by recording the net weight.
- For hourly-rated 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.
- 5. 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 or 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.

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 or 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 3. The carrier must list these items separately on and 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 that age or history contribute substantially to their value such as memorabilia, souvenirs and collectors items.

The cost to the customer for replacement cost coverage, with deductible protection 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.
- (iv) Charging the customer a maximum of \$XX 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.

The cost to the customer for replacement cost coverage, with no deductible, protection 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 maximum of \$XX 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 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 that age or history contribute substantially to their value such as memorabilia, souvenirs and collectors items.
- 6. Carriers must provide liability coverage for goods in Storage-in-Transit (SIT). Fees for coverage must be charged to the customer for each 30 day period or portion of 30 day period the goods remain in storage. Fees are based on a percentage of the amount paid for transportation valuation as follows:
  - (i) For Option 1, no fees may be charged.
  - (ii) For Options 2 or 3, fees are set at a maximum of 12% of the transportation valuation.

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#### Item 95 – Bills of Lading

- 1. Carriers 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 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, website, 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.
- h. A separate section of the form that includes a declaration of the length of time and location the customer wishes property to be stored. For example:
  - i. Storage in transit (storage for 180 days or less).
  - ii. Permanent storage (storage for more than 180 days).
  - iii. Storage in the carrier's vehicle.
  - iv. Customer-provided storage.
- i. A separate section of the form that indicates whether the associated estimate is binding or nonbinding.
- j. A statement that the carrier must release the shipment to a customer upon payment of no more than 110% of the estimated charges when the carrier uses a nonbinding estimate.
- k. A statement that the carrier will extend credit for at least 30 days in which 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 estimate plus supplemental estimates.
- l. 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:
<b>Basic value protection.</b> 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.
<b>Replacement cost coverage with deductible</b> 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.
<b>Replacement cost coverage with no deductible</b> , at a cost of \$ The value I declare must be at least \$5.00 times the net weight of the shipment.

m. 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.
- n. 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.
- o. 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.
  - p. The forms of payment the carrier will accept.
- 3. **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:

# <u>CONTRACT TERMS AND CONDITIONS OF</u> 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, carried, or held in storage-in-transit, including breakage, if articles are packed by the carrier and/or if the breakage results from negligence of the carrier. The carrier's liability is subject to the limitations of liability described in Section 2.
- (B) **THE CARRIER IS NOT LIABLE** for loss of, or damage to, any article from external cause while being carried or held in storage-in-transit, for the following circumstances:
  - (1) Breakage, when articles are packed by the customer or the customer's representative unless it can be proven that the breakage resulted from negligence by the carrier in handling the article(s).
  - (2) Change in the condition or flavor of perishable articles.
  - (3) Loss or damage from insects, moths, or vermin.
  - (4) Loss or damage to documents, bank bills, notes, currency, money, postage stamps, letters, or valuable papers of any kind.
  - (5) Loss or damage to jewelry, watches, precious stones, or precious metals.

- (6) An act, omission, or order of the customer, or loss or damage resulting from the customer's inclusion in the shipment such articles as explosives, dangerous articles or dangerous goods.
- (7) Defective design of an article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity changes.
- (8) 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; or (b) by military forces; or (c) by an agent of any such government, power, authority or forces. Seizure, confiscation, or destruction under quarantine by order of any government or public authority.
- (9) Strikes, lockouts, labor disturbances, riots, civil commotions or the acts of any person or persons taking part in any such occurrence or disorder.
- (10) Acts of God.
- (C) **THE CARRIER IS NOT LIABLE** for internal damage to electronics (radios, stereos, VHS tape players, CD/DVD players, televisions, etc.) when no visible damage to external packaging or contents therein exists, or if the item was packed by customer or customer's representative.

**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 \$.60 per pound of weight of any lost or damaged article(s).
- (B) If the customer selected **Replacement Cost Coverage with a 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 default option if customer fails to indicate a choice on the face of this contract.** (**Customer will be liable for charges applying for this option if customer fails to indicate a choice and the shipment valuation therefore defaults to this protection level.**)
- (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.

**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 non-prevailing party shall be responsible for payment of a reasonable attorney fees and court costs. ♦ (D) The customer shall indemnify the carrier against loss or damage caused by inclusion in the shipment of explosives, dangerous articles, or dangerous goods.

# **SECTION 5.**

- 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.; or
  - c. The customer (for a shipment moving on a non-binding estimate), the customer was unable or refused to pay up to 110% of the amount of the original estimate plus supplements, if any.
- 2. The carrier's liability as a common carrier ends with delivery to the warehouse. The shipment becomes subject to the warehouse's liability, terms, and conditions.
- 3. The carrier must notify the customer by every means of contact the carrier has, including telephone, e-mail, 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 was stored.
- 4. If the customer does not receive or claim the shipment within 30 days after the carrier mailed the written notice required in Item 40(3), the shipment becomes the property of the carrier to dispose of as it wishes.

**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. (B)

#### 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.

Storage-in-transit (SIT) is temporary warehouse storage of a shipment for 180 days or less pending further transportation. Property may be placed into SIT one or more times but may not exceed a total of 180 days. This temporary storage may be in either a warehouse owned by the carrier or in a warehouse the carrier has chosen as its agent. Liability for the shipment while in storage-in-transit is the responsibility of the carrier. A move that contains SIT is one continuous move from origin to SIT to the final destination.

**Permanent storage** is warehouse storage of a shipment for longer than 180 days. The final destination of the move is the warehouse. The carrier's liability for the shipment ends upon delivery to the warehouse. Liability for the shipment while in permanent storage is the responsibility of the warehouse.

<u>Storage-in-vehicle</u> (<u>SIV</u>) - For information related to temporary storage-in-vehicle refer to Item 101.

- A. Customer choice of storage. The carrier must ensure that the customer specifically chooses Storage-In-Transit (SIT) or Permanent Storage service by 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. **Inventory required.** Both the carrier and warehouse must maintain a descriptive inventory on any shipment placed in storage. The 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 used for the shipment.
  - 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.

### 3. Storage-In-Transit (SIT)

- A. Charges due when a shipment is placed into SIT: On the date a shipment is placed into SIT the carrier may bill the customer for all of the following:
  - i. The proper tariff charges for transporting the shipment from the origin to the warehouse.
  - ii. The storage charges for the first 30-day period.
  - iii. Charges for any additional services such as packing materials, overtime incurred or third-party services.
  - iv. Warehouse handling-in charges as determined by the chart below.
  - v. Charges for loss and damage protection (valuation).
- B. Charges for SIT and warehouse handling charges in accordance with the tariff must be shown on the written estimate.

Service	Rate to be charged per 100 pounds stored		Maximum charge	
	•	Maximu		Maximu
		m		m
For each 30-day period, or portion of 30-day period, goods remain in storage		XX		XX
Warehouse handling in		XX		XX
Warehouse handling out		XX		XX

Note to reader: In the proposed revision to WAC 480-15-490 "Tariffs and rates general," UTC staff has proposed no minimum rate band - the commission will publish maximum rates only. In addition, the commission will consider any petition filed to increase the top of the rate band and by how much. When the rate and rule issues are resolved we will update the tariff to reflect those changes.

- C. Adding to, or removing a portion of, property from SIT: A customer may add to, or remove a portion of, the property in SIT. SIT charges for the balance of the SIT period will be based on the gross weight of goods remaining in storage. Charges for transportation furnished, if any, for the delivery of the remainder of the shipment will be based on the net weight remaining in SIT, or calculated at hourly rates if the destination is 55 miles or less from the storage facility.
- D. **Removing a portion of the property from SIT**: A customer may remove a portion of the property from SIT if all charges for the shipment have been paid in full or the customer and carrier have negotiated payment arrangements. If the customer requests the carrier to deliver the portion of the property removed from

SIT, the carrier will charge for delivery as if it were a separate shipment with the origin being the SIT warehouse.

No property may be removed from the carrier's or agent's warehouse until the customer pays all lawful charges or negotiates satisfactory payment arrangements.

- E. **Adding property to a SIT shipment:** During the SIT period, the customer may add additional property to the property already in SIT. The following charges and rules will apply:
  - i. If the carrier transports the additional property to SIT, charges will be calculated from origin to the warehouse by using proper tariff rates.
  - ii. Warehouse handling-in charges as shown in the table below.
  - iii. All subsequent charges, including SIT fees, will be based on the net weight of the combined shipment.
- a. **Warehouse handling charges**: The customer must pay warehouse handling charges if the warehouse is required to un-stack or restack the shipment, or a portion of the shipment, to facilitate the customer's selection of property as determined by the chart below.

	Rate to be charged		Maximum charge	
Service	per 100 pounds stored		per occurrence	
		Maximu		Maximu
		m		m
Warehouse handling,				
stacking or restacking				
to withdraw property		\$XX		\$XX
from SIT				
Warehouse handling in		\$XX		\$XX
Warehouse handling		\$XX		\$XX
out				

Note to reader: In the proposed revision to WAC 480-15-490 "Tariffs and rates general," UTC staff has proposed no minimum rate band - the commission will publish maximum rates only. In addition, the commission will consider any petition filed to increase the top of the rate band and by how much. When the rate and rule issues are resolved we will update the tariff to reflect those changes.

- F. If the customer does not remove the shipment from SIT within 180 days:
  - iv. The carrier's liability terminates at midnight on the 180th day.
  - v. The warehouse is considered the final destination of the shipment.
  - vi. The warehouse is considered to be the agent of the customer and the property becomes subject to the rules, regulations and charges of the warehouse.
  - vii. The carrier must bill the customer for all charges accrued within the 180-day period.

- G. **Delivery from SIT requested, but not provided:** If a customer notifies the carrier at least 15 days before the end of a 30-day SIT period that he/she wants his/her property delivered, but the carrier does not make the delivery by the end of that period, the carrier cannot charge any additional SIT or storage charges. All other SIT provisions will apply until the carrier can deliver the property.
- H. Change in destination from that shown on the original bill of lading: The owner of the property in SIT may change the destination originally shown on the bill of lading by notifying the carrier. When the carrier receives the notice, the carrier will make a notation on the bill of lading indicating that the customer requested the change.
  - I. Rates and charges to be assessed if there is a rate increase while property is in SIT: Rates that were in effect on the date the shipment was loaded at the point of origin will remain in effect until delivery of the shipment at the point of destination.

# J. Transferring property from SIT into permanent storage:

- i. The customer may at any time decide to transfer property from SIT to permanent storage by providing written notice to the carrier and the warehouse.
- ii. Once property is transferred to permanent storage, the warehouse is considered the destination of the shipment.
- iii. Within seven days of receiving notice that the customer wants its property moved into permanent storage, the carrier must provide a final bill for all SIT charges due.
- iv. The carrier's liability for the property ends when the property is transferred into permanent storage.

### 4. Permanent Storage

Liability for the property while in permanent storage is the responsibility of the warehouse. Loss and damage protection (valuation coverage) for the property must be purchased from the warehouse.

#### ITEM 101 - STORAGE-IN-VEHICLE

"Storage-in-vehicle" (SIV) is temporary storage of a shipment that remains on or in the carrier's vehicle (van or trailer) instead of being placed in a warehouse. This service is provided at carrier's convenience.

- 1. The customer may request, and the carrier may offer, SIV when:
  - A. The shipment will remain in storage-in-vehicle for not more than a total of 15 days. If storage-in-vehicle is needed for longer than 15 days, the carrier and customer must agree on length of the extension.
  - B. The vehicle containing the customer's shipment will be parked in a safe, secured area at all times.
  - C. The vehicle will be securely locked at all times.
  - D. The vehicle used is in good repair, not subject to leakage, pilferage or entry by insects or vermin.
  - E. The carrier accepts responsibility for any loss or damage occurring while the shipment is in storage-in-vehicle. Reimbursement to be determined based on the valuation option selected by the customer on the bill of lading.

The rate for providing storage-in-vehicle is:

Per 24 hours or fraction thereof		
	Maximum	
\$	\$XX	

Note to reader: In the proposed revision to WAC 480-15-490 "Tariffs and rates general," UTC staff has proposed no minimum rate band - the commission will publish maximum rates only. In addition, the commission will consider any petition filed to increase the top of the rate band and by how much. When the rate and rule issues are resolved we will update the tariff to reflect those changes.

- 2. No handling in or handling out charges apply.
- 3. Storage-in-vehicle charges cannot exceed the costs that would apply were the shipment placed into storage-in-transit. In determining what storage-in-transit charges would apply, carrier will use actual scale net weight of shipment (for mileage-rated shipments) or constructive weight of shipment (for hourly-rated shipments).
- 4. A notation must be made on the bill of lading or estimate showing the customer agrees to storage-in-vehicle, and the rate agreed upon.

Notation must be substantially equal to:	
"I certify that I have requested storage-in-vehicle for a period of	days at ar
agreed upon rate of \$ per day.	
Signature of customer	."

# **Item 105 - General Application of Rates for Mileage-Rated Moves**

- 1. Rates in this section apply to moves of 56 miles or more.
- 2. Rates include use of vehicle, equipment, and labor for the receiving and/or delivering household goods at ground level.
- 3. Rates do not include furnishing of containers, packing, unpacking, marking, storing, hoisting, extra stops, or any applicable fuel surcharges.
- 4. Rates do not include handling, loading or unloading articles weighing 1,000 pounds or more. These services are normally performed by the customer or the customer's representative. If performed by the carrier at the request of the customer, the charges for such services will be assessed in addition to transportation charges.
- 5. Rates in Section 2 cover a one-way trip by miles.
- 6. Carriers must use a mileage guide that calculates mileage using the most current version of the Household Goods Carriers Bureau Mileage guide to determine mileage or other mileage calculation software, such as Rand McNally's Mile Maker, that results in the same mileage calculation as the Household Goods Carriers Bureau Mileage guide.
- 7. The minimum charge for any shipment will be calculated on a weight of seven pounds per cubic foot of properly loaded vehicle space used. Both the minimum charge weight and the actual weight must be shown on the bill of lading.

## **Item 115 - Weight of Shipment**

- 1. Tariff rates and charges shall be computed on the net weight plus all additives of the shipment.
- 2. Carriers must calculate all tare and loaded weights by having the motor vehicle weighed by a certified weighmaster or on a certified scale.
- 3. Carriers must obtain a certified tare weight prior to loading the customer's goods.
- 4. Carriers must obtain a certified loaded weight at the point of origin or:
- (a) If no certified scale is available at the point of origin, the carrier may obtain the loaded weight at the first certified scale located along the route of travel to the destination point or at the destination point.
- (b) If no certified scale is available at the point of origin, at a point along the route to the destination, or at the destination point, the carrier may use the constructive weight of the shipment.
- 5. Carriers must maintain all weight tickets or documentation of the calculation of weight with the bill of lading.
- 6. The weight ticket or other documentation must include the name of the carrier and the name of the customer.
- 7. Carriers are responsible for obtaining the weight and providing that information to the customer upon request.
- 8. The charge for a smaller shipment must not exceed the charge for a larger shipment at the rate and minimum weight for the larger shipment. For example, a load of household goods is moved from City A to City B on which rates are:
  - For a minimum of 1,000 pounds, the rate is .XX per pound shipped, so the calculation is 1,780 pounds times \$.XX = \$XX.
  - For a minimum of 2,000 pounds, the rate is \$.XX per pound shipped, so the calculation is 2,000 pounds times \$XX = \$XX.

A shipment weighing 1,780 pounds would be billed as if it weighed 2,000 pounds, because it is less expensive for the customer.

### Item No. 140 -- Bulky Articles and Weight Additives

- 1. Some articles, because of their size and shape, may require additional special handling or take up a disproportionate amount of space in the carrier's vehicle. There is an additional cost for moving these articles.
- 2. For some articles there is a charge per article and for other articles, there is an additional amount of weight added to the actual weight of the shipment (weight additive) to compensate for the extra space used, or for the additional handling required.
- 3. The weight additives and/or additional charges listed do not apply if an article is capable of being conveniently hand-carried by one person and/or transported in standard moving carton.

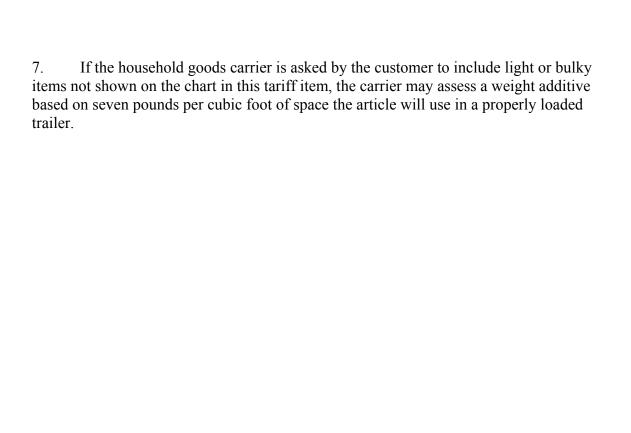
The following table lists the charges or weight additives for each type of article:

The following tuble lists the charges of weight	Additional Charge	Weight Additive
Type of Article	Maximur	in Pounds
Airplanes, ultra lights, or gliders (does not include hang gliders)	n/a	120 pounds per linear foot of the total length of the fuselage
Animal houses, kennels	\$XX	n/a
Automobiles	\$XX	n/a
Bath or hot tubs, spas, whirlpool baths, Jacuzzis (if they are transported set up, not dismantled)	\$XX	n/a
Boats and sailboats		
less than 14 feet in length, whether mounted on trailers or not mounted  14 feet in length or longer, mounted	n/a	700 pounds
Boat trailers, any length, without boat	n/a	1,600 pounds
Campers (does not include canopies) when not mounted on trucks	n/a	7,000 pounds
Canoes, skiffs, rowboats, dinghies, skulls, kayaks		

	Additional Charge		Weight Additive	
Type of Article		Maximum	in Pounds	
Type of Afficie		Iviaxiiiiuiii		
not over 13 feet in total length	\$XX	\$XX	n/a	
14 feet in length or longer, whether mounted on trailers or not mounted		n/a	700 pounds	
Canopies of any size that are not mounted on a truck		n/a	700 pounds	
Clocks, grandfather or grandmother (if transported set-up, not dismantled)		\$XX	n/a	
Doll houses, playhouses		\$XX	n/a	
Dune buggies		\$XX	n/a	
Golf carts, motorized		\$XX	n/a	
Horse trailers		n/a	7,000 pounds	
Jet ski's		\$XX	n/a	
Mobile homes, mini		n/a	7,000 pounds	
Motorcycles, motorbikes, go-carts, 3 and 4 wheel all terrain vehicles		\$XX		
Pickup trucks:				
not including mounted canopies or campers		\$XX	n/a	
with mounted campers or canopies		\$XX7	n/a	
Riding lawn mowers		\$XX	n/a	
Satellite television/radio dishes/disks including all mountings, stands, and other accessories and equipment (excluding those which may be easily handled and carried by one		\$XX	n/a	

	Additional Charge	Weight Additive
		in Pounds
Type of Article	Maximi	ım
person		
Snowmobiles	\$XX	n/a
Sport utility trucks	\$XX	n/a
<b>Televisions large-screen</b> (40" screen & over)	\$XX	n/a
Tool sheds, utility sheds	\$XX	n/a
Tractors (less than 25 horsepower)	\$XX	n/a
<b>Trailers</b> (including utility and pop-up) not over 13 feet in total length 14 feet in total length or longer	\$XX \$XX	n/a n/a
Trailers, travel campers (does not include utility and pop up)	n/a	7,000 pounds
Vans, any size	\$XX	n/a

- 3. The bulky article charge or weight additive applies whether the article is assembled, partially disassembled, or disassembled unless otherwise noted. The weight additive will be based on the longest disassembled part.
- 4. The weight additive applies for each item individually.
- 5. When figuring the length of an item, all fractions of a foot are disregarded. (Example: a boat thirteen foot eleven inches in length is considered a thirteen-foot boat.)
- 6. There are two acceptable methods for determining the length of all watercraft:
- (a) The manufacturer's declaration of "center line length" or "overall length"; or
- (b) Measuring down the middle of the boat from the transom to the point of the bow.



#### ITEM NO. 155 - ADDITIONAL STOPS

- 1. Additional stops are when:
  - a. The carrier loads portions of the shipment at more than one site.
  - b. The carrier unloads portions of the shipment at more than one site.
  - c. The carrier both loads and unloads a portion of the shipment at more than one site.
- 2. A customer may request that the carrier provide additional stops. The carrier will charge for providing this service. The charge for providing additional stops applies in addition to all other applicable charges.
- 3. The following rate applies when additional stop service is provided:

Rate per Stop	
Maximum	
\$	\$XX

Note to reader: In the proposed revision to WAC 480-15-490 "Tariffs and rates general," UTC staff has proposed no minimum rate band - the commission will publish maximum rates only. In addition, the commission will consider any petition filed to increase the top of the rate band and by how much. When the rate and rule issues are resolved we will update the tariff to reflect those changes.

4. Transportation charges on shipments for which the carrier provides additional stops will be computed on the basis of the total weight of the entire shipment for the total distance from the origin to the destination, via the additional stops.

Example: A shipment originating in Olympia weighs 3,000 pounds, with a stop in Tacoma, to load 1,000 pounds, is transported to Bellingham.

Properly rated, the transportation charges on the bill would be rated as if 4,000 pounds were shipped from Olympia to Bellingham, plus a charge for the additional stop in Tacoma.

# **Item 160 -- Long Carry Charges**

If goods must be carried more than 75 feet between the carrier's vehicle and the door of the individual living unit, the following will be charged to the customer in addition to all other applicable rates and charges:

For each 50 feet (or fraction of 50 feet) beyond the first 75 feet:		
Maximum Per 100 pounds carried		
	\$XX	

#### **Item 165 - Stairs Or Elevators**

If stairs or elevators are used at the point of pickup or delivery, the following will be charged to the customer in addition to all other applicable rates and charges:

For each flight of stairs	
	Maximum (for each 100 pounds)
	\$XX

For use of one or more elevators	
	Maximum (for each 100 pounds)
\$	\$XX

Note to reader: In the proposed revision to WAC 480-15-490 "Tariffs and rates general," UTC staff has proposed no minimum rate band - the commission will publish maximum rates only. In addition, the commission will consider any petition filed to increase the top of the rate band and by how much. When the rate and rule issues are resolved we will update the tariff to reflect those changes.

Note 1: Charges in this item do not apply to shipments to or from single-family dwellings.

Note 2: If both stairs and an elevator are available, charges will be based on the calculation that provides the lower cost to the customer.

# Item 170 - Piano and Organ Handling Charges

If a piano or organ is being shipped, the following handling charges will be charged to the customer in addition to all other applicable rates and charges. Handling charges apply only once per shipment, per article.

Type (not including toys or portable keyboards)	Maximum
All pianos except spinets  Pipe organs	\$XX
Spinet pianos  All organs except pipe organs	\$XX

In addition to the handling charge, each time a piano or organ must be carried up or down stairs, the following flight charges will apply:

Flights	Maximum
First flight	\$XX
Each additional flight	\$XX
Each additional step over 20, per flight, outside a building	\$XX

#### **Item 180 - Reweighing**

- 1. The customer may request the carrier reweigh the shipment before delivery.
- 2. The customer is responsible paying for the scale fees. The carrier must obtain a scale fee receipt. A copy of that receipt must be given to the customer and a copy must be attached to the records maintained by the carrier.
- 3. Before reweighing the shipment, the carrier must notify the customer of the cost of reweighing.

The following fees will apply in addition to the scale fee:

If the shipment weighs:	And the difference between the	The reweighing charge to the customer will be:	
	weights is:		Maximu m
5,000 pounds or less	More than 100 pounds	No charge customer	e to
More than 5,000 pounds	More than two percent of the lower scale weight		
5,000 pounds or less	Less than 100 pounds	\$	\$XX

### **ITEM 185 - WAITING TIME**

- 1. The carrier will bill the customer, at the rates shown in Item 230 (Hourly Rates) for waiting time occurring between 8:00 a.m. and 5:00 p.m.:
- (a) Monday through Saturday, excluding holidays; and
- (b) Sundays and holidays, if pickup or delivery service is requested by the customer.
- 2. Waiting time charges apply in addition to all other applicable rates and charges.
- 3. Waiting time is when the customer keeps the carrier waiting at the destination for longer than the total allowable free time.

Loaded distance	Allowable free time is:
200 miles or less	One hour total
More than 200 miles	Two hours total

Note: On shipments moving from storage-in-transit, the loaded distance of the shipment is the mileage from the warehouse to the destination.

4. Free time begins at the time the carrier's vehicle arrives at the destination address.

# **ITEM 195 -- PACKING CHARGES**

- 1. Charges include the carrier packing the goods, containers and packing materials, and the carrier unpacking. For container only prices, see Item 195-A. For labor only, see Item 235 (Labor Charges).
- 2. Rates do not include unpacking when: a) the customer specifically requests the carrier not to unpack at the time of delivery, or, b) the shipment is delivered to permanent storage.

	Charge Per Container
Type of Container	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 similar fragile articles, with	\$XX
inserts or dividers)	
WASHER PACKING KIT	\$XX
BOXES:	
Not over 5 cu. ft.	\$XX
Over 5 cu. ft/less than 8 cu. ft.	\$XX
Over 8 cu. ft. (See CRATES and CONTAINERS)	
CARTONS:	
	\$XX
Less than 3 cu. ft. (not less than 200 lb test)	
	\$XX
3 cu. ft. (net less than 200 lb test)	
	\$XX
4-1/2 cu. ft. (not less than 200 lb test)	
6 0 ( 1 1 200 11 1 1)	\$XX
6 cu. ft. (not less than 200 lb test)	
Dimensions and cubical content must be shown on all cartons. When	
cartons used exceed 1-1/2 cubic feet, and no rate is specified for the	
size carton used, charges shall be based on the next smaller-sized	
carton listed.	
MATTRESS CARTONS:	
Crib Mattress Carton	\$XX
Twin Mattress Carton	\$XX
Double Mattress Carton	\$XX
Queen Mattress Carton	\$XX
King Mattress Carton	\$XX
King Box Spring Carton	\$XX
WARDROBE CARTON (not less than 10 cu. ft.)	\$XX
MIRROR CARTON (corrugated)	\$XX
CRATES AND CONTAINERS: (other than described above)	
Price per cubic foot or fraction (gross measurement of crate or	\$XX

container)	\$XX
Crate (minimum)	

## **ITEM 195-A -- CONTAINER PRICES**

- 1. Prices are for containers (packing materials) only.
- 2. If the customer requests delivery or pickup of containers, Item 230 (Hourly Rates) and Item 235 (Labor Charges) will apply.
- 3. When available, the customer may purchase used containers at 50% of the prices shown below.

Type of Container	Price Per Cor	Price Per Container	
		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,		\$XX	
chinaware, table lamps, or similar fragile articles, with inserts or dividers)			
WASHER PACKING KIT:		\$XX	
CARTONS:			
Less than 3 cu. ft. (not less than 200 lb. Test)		\$XX	
3 cu. ft. (not less than 200 lb. Test)		\$XX	
4-1/2 cu. ft. (not less than 200 lb. Test)		\$XX	
6 cu. ft. (not less than 200 lb. Test)		\$XX	
WARDROBE CARTON (not less than 10 cu. ft.)		\$XX	
MATTRESS CARTONS:			
Crib Mattress Carton		\$XX	
Twin Mattress Carton		\$XX	
Double Mattress Carton		\$XX	
Queen Mattress Carton		\$XX	
King Mattress Carton		\$XX	
King Box Spring Carton		\$XX	
MIRROR CARTON (corrugated)		\$XX	
RATES AND CONTAINERS (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 container)		\$XX	
Minimum Charge		\$XX	

### Item 200 - Mileage Rates

Mileage rates apply only on shipments moving more than 55 miles.

Mileage rates are stated in an amount the carrier must apply to each pound of customer household goods shipped. To determine actual transportation charges, multiply the weight of the shipment in pounds times the rate and then round the answer to the nearest cent

As an example, a shipment of 8,101 pounds transported 60 miles is calculated as follows:

8,101 pounds x .XX (maximum rates allowed per pound) = XX

The carrier must charge the customer no more than \$XX.

3. Rates are based on loaded distance. Loaded distance is the distance between the loading point (origin) of the shipment and the unloading point (destination). Refer to following pages for tables of mileage rates

### Item 201 - Mileage Rates for shipments moving into storage-in-transit

- 1. These rates apply only on shipments moving into storage-in-transit, where the storage facility is located within 55 miles of the origin of the shipment.
- 2. Mileage rates are stated in an amount the carrier must apply to each pound of customer household goods shipped. To determine actual transportation charges, multiply the weight of the shipment in pounds times the rate and then round the answer to the nearest cent. As an example, a shipment of 1,101 pounds transported 26 miles is calculated as follows:

1,101 pounds x .XX (maximum rates allowed per pound) = \$XX

The carrier must charge the customer no more than \$XX.

	T		Ι		
Over	ver but not 2000 pounds		400	0 pounds	
	over	Minimum Ra			Ra Maximum Rate
0 miles	25 miles	\$XX	\$XX	\$XX	\$XX
25 miles	55 miles	\$XX	\$XX	\$XX	\$XX
<del>30 miles</del>	35 miles	\$XX	\$XX	\$XX	\$XX
Over	but not	8000 pounds		12,0	00 pounds
	over	Minimum Ra	Maximum Rate	Minimum	Ra Maximum Rate
0 miles	25 miles	\$XX	\$XX	\$XX	\$XX
25 miles	55 miles	\$XX	\$XX	\$XX	\$XX
30 miles	35 miles	\$XX	\$XX	\$XX	\$XX
Over	but not	16,000 pounds			
	over		Maximum Rate		
0 miles	25 miles	\$XX	\$XX		
25 miles	55 miles	\$XX	\$XX		
<del>30 miles</del>	35 miles	\$XX	\$XX		

# **Item 205 - General Application of Rates for 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) and Item 235 (Labor Charges) will apply.
- 3. When available, the customer may purchase used containers at 50% of the prices shown below.

Type of Container	Price Per Container	
	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 similar fragile articles, with inserts or dividers)	\$XX	
WASHER PACKING KIT	\$XX	
CARTONS: Less than 3 cubic ft (not less than 200 lb. test)	\$XX	
3 cubic ft (not less than 200 lb. test)	\$XX	
4-1/2 cubic ft (not less than 200 lb. test)	\$XX	
6 cubic ft (not less than 200 lb. test)	\$XX	
WARDROBE CARTON (less than 10 cubic ft.)	\$XX	
MATTRESS CARTONS: Crib Mattress Carton	\$XX	
Twin Mattress Carton	\$XX	
Double Mattress Carton	\$XX	
King Box Spring Carton	\$XX	
MIRROR CARTON (corrugated)	\$XX	

fragile articles):	\$XX
Price per cubic foot or fraction (gross measurement of container)	
Minimum charge	\$XX

Note to reader: In the proposed revision to WAC 480-15-490 "Tariffs and rates general," UTC staff has proposed no minimum rate band - the commission will publish maximum rates only. In addition, the commission will consider any petition filed to increase the top of the rate band and by how much. When the rate and rule issues are resolved we will update the tariff to reflect those changes.

## **Item 230 - Hourly Rates**

- 1. Hourly rates apply during regular hours only. For other than regular hours, overtime charges will apply in addition to these hourly rates.
- 2. Time must be recorded to the nearest increment of 15 minutes. 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.
- 3. The minimum charge for a shipment moving under hourly rates is one hour.
- 4. 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.
- 5. 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.
- 6. Carriers will charge hourly-rated moves at the following rates:
- a. Charge for truck and driver:
  - i. For a move less than three hours in duration, a maximum of \$XX per hour.
  - ii. For a move more than three hours in duration, a maximum of \$XX per hour.
- b. Additional charge for each additional worker:
  - iii. For a move less than three hours in duration, a maximum of \$XX per hour.
  - iv. For a move more than three hours in duration, a maximum of XX per hour.
- 7. Carriers will charge the following minimum charges:
- a. For service provided at the customer's request:
  - i. A minimum of one hour, Monday through Friday, excluding state-recognized holidays, between 8:00 a.m. and 5:00 p.m.
  - ii. A minimum of four hours on Monday through Friday, before 8:00 a.m. and after

5:00 p.m. or on a Saturday, Sunday or state-recognized holiday. b. A minimum of one hour for service provided at the carrier's request, in all cases.