

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

WASHINGTON UTILITIES AND  
TRANSPORTATION COMMISSION,

Complainant,

v.

JFS TRANSPORT, INC. D/B/A COAST  
MOVERS

Respondent.

DOCKET TV-180315

SETTLEMENT AGREEMENT

1           This Settlement Agreement is a full settlement pursuant to WAC 480-07-730  
because it is an agreement between all parties that resolves all issues raised in the above  
docket.

**I. PARTIES**

2           The parties to this Settlement Agreement are JFS Transport, Inc. d/b/a Coast Movers  
("JFS Transport" or "Company") and the Staff of the Washington Utilities and  
Transportation Commission ("Staff") (collectively, the "Parties").

**II. AGREED FACTS**

3           JFS Transport holds a permit issued by the Washington Utilities and Transportation  
Commission ("Commission") for the intrastate transportation of household goods in  
Washington State.

4           After receiving a consumer's informal complaint submitted to the Commission on  
March 20, 2017, Staff initiated a compliance investigation into the business practices of JFS  
Transport to determine if the Company was in compliance with Commission rules and  
Household Goods Tariff 15-C. During its investigation, Staff reviewed documents related to

45 intrastate moves conducted by JFS Transport between February 1, 2017, and April 30, 2017. The documents reviewed included bills of lading and customer invoices. Staff's investigation found that the Company violated multiple Commission rules and provisions of Tariff 15-C.

5           On June 20, 2018, the Commission served on JFS Transport a Complaint for Penalties; Notice of Brief Adjudicative Proceeding (the "Complaint"). The Complaint alleged that the Company committed violations of WAC 480-15-490, WAC 480-15-610, WAC 480-15-620, WAC 480-15-630, WAC 480-15-710, WAC 480-15-800, and Tariff 15-C, Items 85, 95, 205, and 230, and sought monetary penalties and customer refunds of improperly-billed charges.

6           Prior to the hearing, the Parties engaged in settlement discussions, which resulted in this Settlement Agreement.

### III. AGREEMENT

7           The Parties have reached agreement on the issues raised in the above docket and present their agreement for the Commission's consideration and approval. The Parties, therefore, adopt the following Settlement Agreement, which the Parties enter into voluntarily, to resolve the matters in dispute between them and to expedite the orderly disposition of this proceeding.

8           **Admission of Violations** – JFS Transport admits that it committed 241 violations of WAC 480-15-490, WAC 480-15-610, WAC 480-15-620, WAC 480-15-630, WAC 480-15-710, WAC 480-15-800, and Tariff 15-C, Items 85, 95, 205, and 230, as alleged in the Complaint.

9           **Customer Refunds** – The Parties agree that JFS Transport will issue a refund to the customers it overcharged for intrastate moves between February 1, 2017, and April 30,

2017, as set forth in the Complaint and Staff's Investigation Report—a total refund of \$3,324.50. JFS Transport will issue the refunds within one month of the date in which the Commission issues an order approving this Settlement Agreement. JFS Transport will clearly explain the reasons for the refunds to applicable customers via a notice, which Staff will review and approve prior to when the refunds are issued.

10           **Monetary Penalty** – The Parties agree that the Commission should assess a total penalty in the amount of \$15,000. The Parties agree that JFS Transport will pay to the Commission penalties totaling \$5,000 in 20 consecutive monthly installments of \$250, each of which is due and payable no later than the 1st day of each month for 20 months beginning in the first month after the date in which the Commission issues an order approving this Settlement Agreement. JFS Transport may make payments in advance of these due dates to discharge its payment obligation. Any prepayment of the penalty amount will be credited to the last date an installment is due. However, if the Company fails to pay any installment by the due date, the entire remaining balance of payments, including any suspended portion of the penalty, will become immediately due and payable without further Commission order.

11           The Parties further agree that the remaining \$10,000 penalty amount shall be suspended for, and waived after, two years from the date the Commission issues an order approving this Settlement Agreement, provided that JFS Transport, upon inspection by Staff, incurs no repeat violations of state law, Commission orders, rules, or Tariff 15-C during that two-year period.

12           Commission Staff will conduct a review within two years from the date the Commission approves this Settlement Agreement and will provide to the Commission its recommendation on whether the suspended penalty in paragraph eleven (11) should be waived or imposed.

13

**Compliance Plan** – The Parties agree that Mr. Sheridan and two other JFS Transport employees will attend the Commission’s household goods movers training, which they did on August 15, 2018. The Parties also agree that JFS transport will create and use for all intrastate moves a Bill of Lading, Cube Sheet, and Estimate form created from the model forms on the Commission’s website. The Company will also create a Complaint Form in compliance with Commission rules for customers who wish to file a complaint. In addition, the Company will create a Moving Checklist for its internal use to guide its employees through the required steps and paperwork for each move. The Company will retain its completed checklist along with its copy of signed written Estimate, Bill of Lading, and any other documents related to the move consistent with Commission rules and for no less than the two years from the date the Commission approves this Settlement Agreement. The Moving Checklist, Sample Bill of Lading, Sample Cube Sheet, Sample Estimate, and Complaint Form are attached to this Settlement Agreement in Appendix A - E.

#### **IV. GENERAL PROVISIONS**

14

The Parties agree that this Settlement Agreement reflects the settlement of all contested issues between them in this proceeding. The Parties understand that this Settlement Agreement is not binding unless and until approved by the Commission.

15

The Parties agree to cooperate in submitting this Settlement Agreement promptly to the Commission for approval. The Parties agree to support adoption of this Settlement Agreement in proceedings before the Commission through testimony or briefing. No party to this Settlement Agreement or their agents, employees, consultants, or attorneys will engage in advocacy contrary to the Commission’s adoption of this Settlement Agreement.

16            Nothing in this Settlement Agreement shall limit or bar any other entity from pursuing legal remedies against JFS Transport or JFS Transport ability to assert defenses to such claims.

17            The Parties have entered into this Settlement Agreement to avoid further expense, inconvenience, uncertainty, and delay of continuing litigation. The Parties recognize that this Settlement Agreement represents a compromise of the Parties' positions. As such, conduct, statements, and documents disclosed during negotiations of this Settlement Agreement shall not be admissible as evidence in this or any other proceeding, except in any proceeding to enforce the terms of this Settlement Agreement or any Commission order fully adopting those terms. This Settlement Agreement shall not be construed against either party because it was a drafter of this Settlement Agreement.

18            The Parties have negotiated this Settlement Agreement as an integrated document to be effective upon execution and Commission approval. This Settlement Agreement supersedes all prior oral and written agreements on issues addressed herein. Accordingly, the Parties recommend that the Commission adopt this Settlement Agreement in its entirety.

19            The Parties may execute this Settlement Agreement in counterparts and as executed shall constitute one agreement. Copies sent by facsimile or electronic mail are as effective as original documents.

20            The Parties shall take all actions necessary, as appropriate, to carry out this Settlement Agreement.

21            In the event that the Commission rejects or modifies any portion of this Settlement Agreement, each party reserves the right to withdraw from this Settlement Agreement by written notice to the other party and the Commission. Written notice must be served within ten (10) business days of the Order rejecting part or all of this Settlement Agreement. In

such event, neither party will be bound or prejudiced by the terms of this Settlement Agreement, and either party shall be entitled to seek reconsideration of the Order.

Respectfully submitted this 14<sup>th</sup> day of September, 2018.

WASHINGTON UTILITIES AND  
TRANSPORTATION COMMISSION

JFS TRANSPORT, INC. D/B/A COAST  
MOVERS

ROBERT W. FERGUSON  
Attorney General

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CHRISTOPHER M. CASEY  
Assistant Attorney General  
Counsel for the Utilities and  
Transportation Commission Staff

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JONATHON SHERIDAN  
Owner of JFS Transport, Inc. D/B/A Coast  
Movers

Dated: \_\_\_\_\_, 2018

Dated: \_\_\_\_\_, 2018

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KRISTINA SOUTHWELL, WSBA 51097  
Gordon Thomas Honeywell, LLP  
1201 Pacific Ave. Tacoma, WA  
Counsel for JFS Transport, Inc. D/B/A  
Coast Movers

Dated: \_\_\_\_\_, 2018

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Respectfully submitted this 14<sup>th</sup> day of September, 2018.

WASHINGTON UTILITIES AND  
TRANSPORTATION COMMISSION

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Counsel for the Utilities and  
Transportation Commission Staff

JONATHON SHERIDAN  
Owner of JFS Transport, Inc. D/B/A Coast  
Movers

Dated: Sept. 12, 2018

Dated: \_\_\_\_\_, 2018

KRISTINA SOUTHWELL, WSBA 51097  
Gordon Thomas Honeywell, LLP  
1201 Pacific Ave. Tacoma, WA  
Counsel for JFS Transport, Inc. D/B/A  
Coast Movers

Dated: \_\_\_\_\_, 2018

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WASHINGTON UTILITIES AND  
TRANSPORTATION COMMISSION

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MOVERS

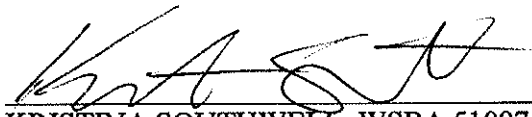
ROBERT W. FERGUSON  
Attorney General

\_\_\_\_\_  
CHRISTOPHER M. CASEY  
Assistant Attorney General  
Counsel for the Utilities and  
Transportation Commission Staff

  
\_\_\_\_\_  
JONATHON SHERIDAN  
Owner of JFS Transport, Inc. D/B/A Coast  
Movers

Dated: \_\_\_\_\_, 2018

Dated: 09-12, 2018

  
\_\_\_\_\_  
KRISTINA SOUTHWELL, WSBA 51097  
Gordon Thomas Honeywell, LLP  
1201 Pacific Ave. Tacoma, WA  
Counsel for JFS Transport, Inc. D/B/A  
Coast Movers

Dated: Sept. 13, 2018





coastmovers.com  
 888-546-6820  
 14840 Highway 106  
 Belfair, WA 98528  
 Permit No.HG064232

**Customer Name:** \_\_\_\_\_

## Moving Checklist for Employees

Employees: Use this checklist to track the progress of the move and make sure each item is performed as required. Initial each item as it is completed. Include the date and time with any notes or comments.

INITIAL CUSTOMER CONTACT		NOTES & COMMENTS
Customer reaches out to Coast Movers for information and receives either a <u>Written Estimate</u> or <u>basic quote</u> :		
<b>WRITTEN ESTIMATE</b>	<b>BASIC QUOTE</b>	
<input type="checkbox"/> Customer submits web inquiry <u>and fills out cube sheet</u>	<input type="checkbox"/> Customer calls for information, but <u>does not</u> fill out cube sheet.	
<input type="checkbox"/> Employee uses the customer completed cube sheet to prepare a written non-binding estimate.	<input type="checkbox"/> Employee can provide the hourly rate and the amount of time he/she believes it will take to perform the move for local moves; or can provide the rate per unit of weight the company charges and the total weight he/she believes a shipment weighs, however this is a quote and does not qualify as an estimate. The Written Estimate will be completed in person by Employee after making a visual inspection on the day of the move.	
<input type="checkbox"/> Employee emails customer confirmation of date and time scheduled for move. Employee will attach to the email: <ul style="list-style-type: none"> <li>o A copy of the written non-binding estimate or basic quote information</li> <li>o PDF copy of the "Consumer Guide to Moving in Washington State"</li> <li>o PDF copy of complaint form</li> </ul>		
<input type="checkbox"/> The week of the move, Employee will call/ email to confirm time and location with customer.		
MOVING DAY		NOTES & COMMENTS
<input type="checkbox"/> Before departing facility, gather paperwork: <ul style="list-style-type: none"> <li>o Two copies of Written Estimate and cube sheet (either previously completed or blank copies to be completed upon arrival)</li> <li>o Two copies of Bill of Lading</li> <li>o Blank supplemental estimate forms</li> </ul>		
<input type="checkbox"/> Depart facility – Note time here.		
<input type="checkbox"/> Arrive at customer's address – Note time here.		
<input type="checkbox"/> Greet customer and perform visual inspection of goods:		

	<ul style="list-style-type: none"> <li>○ Notify customer of any improperly packed goods and offer to repack or have customer repack</li> <li>○ Notify customer and make record of any items that are already damaged</li> </ul>	
<input type="checkbox"/>	If customer only received a basic quote and does not already have a Written Estimate, Employee will view the goods and prepare a non-binding Written Estimate at this time.	
<input type="checkbox"/>	<p><b>VALUATION PROTECTION</b> – Calculate the cost of coverage plans 2 and 3 using the following steps:</p> <ol style="list-style-type: none"> <li>1. Ask the customer to declare the total value of the shipment. <i>Customer's declared value</i> = _____</li> <li>2. Using the cube sheet, multiply the net weight of the shipment by \$5.00 and round the result to the nearest \$100. <i>[net weight] x [\$5.00]</i> = _____</li> <li>3. Compare the result above with the customer's declared value and use whichever number is larger for the calculations below. <i>The larger number is</i> _____</li> <li>4. Divide the number above by 100 to get _____</li> <li>5. Take the number from line 4 above and multiply it by \$1.15 to get the cost of <b>Option 2 – Replacement Cost Coverage with Deductible.</b> \$ _____</li> <li>6. Take the number from line 4 above and multiply it by \$1.40 to get the cost of <b>Option 3 – Replacement Cost Coverage with No Deductible.</b> \$ _____</li> </ol> <p>Write the costs for Option 2 and Option 3 on the Bill of Lading and the Written Estimate forms.</p>	
<input type="checkbox"/>	Advise customer on valuation protection options and have them initial their selection (default selection is Option 2).	
<input type="checkbox"/>	Review the rest of the non-binding Written Estimate with the customer: <ul style="list-style-type: none"> <li>○ Have customer initial acknowledgement that the estimate is <u>non-binding</u></li> <li>○ Obtain customer signature</li> </ul>	
<input type="checkbox"/>	Employee reviews and signs Written Estimate – leave one copy with the customer, Employee retains the other.	
<input type="checkbox"/>	Go over Bill of Lading with customer <ul style="list-style-type: none"> <li>○ Make sure same damage protection option is selected as on Written Estimate</li> <li>○ Make sure customer initials acknowledgement of <u>non-binding</u> estimate</li> <li>○ Allow customer to review information on the back of the Bill of Lading</li> <li>○ Obtain customer signature</li> </ul>	
<input type="checkbox"/>	Employee reviews and signs the Bill of Lading	
<input type="checkbox"/>	Load and transport items	
<input type="checkbox"/>	Unload items	
<input type="checkbox"/>	Record any breaks or interruptions to the nearest 15 min. increment – note on Bill of Lading	
<input type="checkbox"/>	When move is complete: <ul style="list-style-type: none"> <li>○ Note total charges on Bill of Lading</li> <li>○ Obtain payment from customer</li> <li>○ Leave one copy of Bill of Lading with customer, Employee retains the other.</li> </ul>	

AFTER THE MOVE		NOTES & COMMENTS
<input type="checkbox"/>	Return to facility	
<input type="checkbox"/>	File the Employee copy of signed Written Estimate, Bill of Lading, cube sheet, this checklist, and any other documents related to the move.  *Documents must be retained for 3 years.	
HANDLING CUSTOMER COMPLAINT		NOTES & COMMENTS
<input type="checkbox"/>	Within 10 days of receiving a complaint, Employee must respond <u>in writing</u> to notify customer: <ul style="list-style-type: none"> <li>• that it has received the complaint</li> <li>• that customer may contact the commission for further review: <ul style="list-style-type: none"> <li>○ by toll-free number 1-800-562-6150</li> <li>○ by mail P.O. Box 47250, Olympia, WA 98504</li> </ul> </li> </ul>	
<input type="checkbox"/>	Employee must investigate the complaint or claim and decide to either: <ul style="list-style-type: none"> <li>• pay the claim</li> <li>• refuse the claim</li> <li>• offer to compromise</li> </ul>	
<input type="checkbox"/>	Employee will advise the customer <u>in writing</u> of the resolution of the complaint or claim.	
<input type="checkbox"/>	If complaint is not resolved within <u>90 days</u> , Employee must inform customer <u>in writing</u> of the reason the company failed to resolve the claim or clearly state its final offer or denial and close the claim.  The Employee will again advise the customer that it can contact the commission for further review: <ul style="list-style-type: none"> <li>○ by toll-free number 1-800-562-6150</li> <li>○ by mail P.O. Box 47250, Olympia, WA 98504</li> </ul>	



14840 Highway 106  
Belfair, WA 98528

888-546-6820  
JFSmoving@yahoo.com

Coastmovers.com  
Permit No. HG064232

## ESTIMATED COSTS FOR SERVICES

Binding Estimate

Non-Binding Estimate

Origin:			Destination:		
Customer			Contact Person (if different)		
Address			Address of Intermediate Stops		
City/State/Zip			Contact #		
Contact #			<b>PAYMENT</b> The customer and carrier agree that payment, at time of delivery, will be made by customer. List payment types:		
Packing Date	Agreed Pick-up Date	Agreed Delivery Date			

**IMPORTANT NOTICE:** A nonbinding estimate covers only the articles listed. If it is not binding, the cost of the move may exceed the estimate. If you request additional services to complete the move or add articles to the inventory, the household goods mover must prepare a supplemental estimate which will change the amount of the original estimate. Household goods carriers are required by law to collect transportation and other incidental charges. A household goods carrier may not charge more than twenty-five percent above its written non-binding estimate unless the household goods carrier prepares and you sign a supplemental estimate.

The carrier gave me a copy of the brochure  
"Consumer Guide Moving in Washington State."

\_\_\_\_\_  
SIGNATURE OF CUSTOMER

**LOSS AND DAMAGE PROTECTION (Valuation):** The customer must select and initial only one option.

**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 total lump sum value for this shipment at \$\_\_\_\_\_.

**Estimate:**

\_\_\_\_\_ This shipment is moving under a binding estimate. This means the shipment is moving under a guaranteed price. The carrier will not charge more than the estimated charges without preparing a supplemental estimate.

\_\_\_\_\_ This shipment is moving under a non-binding estimate. If the charges shown on the bill of lading exceed the charges on this estimate, the carrier must release the shipment upon payment of no more than 110% of the estimated charges and will extend credit for at least 30 days at which time the remainder is due. In no case will I be required to pay more than 125% of the estimate, plus any supplemental. (The 125% does not include any finance-related charges the carrier may assess for extending credit, such as interest or late payment fees.)

DESCRIPTION	CONTAINERS			PACKING		
	QUAN	RATE	AMOUNT	QUAN	RATE	AMOUNT
Dish packs						
Boxes						
Cartons less than 3 cu. ft.						
3 cu. ft.						
4 1/2 cu. ft.						
6 cu. ft.						
Wardrobe cartons						
Mattress cartons/cover crib						
Mattress cartons/cover twin						
Mattress cartons/cover double						
Mattress cartons/cover queen						
Mattress cartons/cover king						
Mirror cartons						
Lamp cartons						
Plasma TV carton						
Crates and containers						
<b>Total</b>						

**Estimated Costs of Services**

**Estimated Charges**

**HOURLY RATED SHIPMENTS** (55 miles or less)

\_\_\_\_\_ Hours for \_\_\_\_\_ van(s) and \_\_\_\_\_ men @ \_\_\_\_\_ per hour \$\_\_\_\_\_

OVERTIME \_\_\_\_\_ personnel \_\_\_\_\_ hours @ \$\_\_\_\_\_ per hour \$\_\_\_\_\_

**MILEAGE RATED SHIPMENTS** (56 miles or more)

\_\_\_\_\_ Miles \_\_\_\_\_ pounds @ \_\_\_\_\_ per pound \$\_\_\_\_\_

**VALUATION CHARGES** (choose one)

60 cents per pound per article \_\_\_\_\_ **\$ No Charge**

Replacement cost, with \$300 deductible \$\_\_\_\_\_ at \_\_\_\_\_ per \$100 declared value \$\_\_\_\_\_

Replacement cost, with no deductible \$\_\_\_\_\_ at \_\_\_\_\_ per \$100 declared value \$\_\_\_\_\_

**STORAGE** \_\_\_\_\_ pounds @ \$\_\_\_\_\_ per 100 \$\_\_\_\_\_

pounds, for each 30 days or fraction

Warehouse handling \_\_\_\_\_ pounds @ \$\_\_\_\_\_ per 100 \$\_\_\_\_\_

pounds

Valuations \$\_\_\_\_\_ @ \_\_\_\_\_ per \$100 declared value \$\_\_\_\_\_

**OTHER SERVICES & CHARGES**

\_\_\_\_\_ \$\_\_\_\_\_

\_\_\_\_\_ \$\_\_\_\_\_

\_\_\_\_\_ \$\_\_\_\_\_

**Subtotal** \$\_\_\_\_\_

**CREDIT CARD PROCESSING FEE** The carrier may charge the actual permissible credit card processing fee assessed on the carrier by the credit card company, up to 2.5 percent. This fee does not apply to debit cards or any other non-credit card transaction.

Name of credit card company \_\_\_\_\_ processing fee \_\_\_\_\_ percent. This fee cannot be charged after December 31, 2019. \$\_\_\_\_\_

**TOTAL CHARGES** \$\_\_\_\_\_

**REMARKS**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Carrier Representative

Date

Signature of Customer

Date





14840 Highway 106 Belfair, WA 98528	888-546-6820 JFSmoving@yahoo.com	Coastmovers.com Permit No. HG064232
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# Uniform Household Goods Bill of Lading

**Customer:** This bill of lading establishes a contract between you and the household goods carrier. It confirms instructions and authorizes the carrier to move, pack, store, and/or perform services shown. Before you sign this document it is *important that you first read the document, including the back*, and that you ask for an explanation of anything that is not clear or is different from any previous information received from the carrier or carrier's representatives. This contract is subject to conditions on the back of this form.

<b>Origin Address</b>	<b>Destination Address</b>
<b>Customer</b>	
<b>Phone</b> <span style="margin-left: 100px;"><b>Cell</b></span>	<b>Name of Consignee (if different)</b>
<b>Email</b>	<b>Phone</b>
<b>Additional Stops</b>	<b>Other</b>
<b>Billing Address</b>	

Hourly Rated Moves										
Date	Vans	Personnel	Start	Arrive	Breaks	Depart	End	Total Hrs.	Rate	Charges

**STORAGE** - If shipment will be placed into storage, the customer must initial options selected.

**Storage in Transit:**  
 \_\_\_\_\_ Shipment is to be placed in storage for a period of 90 days or less. I understand that on the 91st day of storage the shipment becomes permanent storage.

**Permanent Storage:**  
 \_\_\_\_\_ The storage location will be at \_\_\_\_\_  
 \_\_\_\_\_ Shipment is to be placed in storage for more than 90 days.

**Storage In-Vehicle:**  
 \_\_\_\_\_ I certify that I have requested Storage-in-Vehicle for a period of \_\_\_\_\_ days at an agreed upon rate of \$ \_\_\_\_\_ per day.

_____	Signature of Customer		
	<b>Unit</b>	<b>Rate</b>	<b>Total</b>
<b>Storage In Transit</b>	_____ lbs	_____ Net	_____
<b>Whse Handling</b>	_____ lbs	_____ Cwt	_____
<b>Add'l Valuation \$</b>	_____ at	_____ Cwt	_____
<b>Total storage charges</b>		\$ _____	_____

**MILEAGE RATED MOVES:**

Mileage \_\_\_\_\_  
 Gross Weight (lbs) \_\_\_\_\_  
 Tare Weight \_\_\_\_\_  
 Rate \_\_\_\_\_  
 Other \_\_\_\_\_  
**Total Charges** \_\_\_\_\_

**PACKING Materials, Additional Services, Describe:**

# of units	at	per unit	_____
	at	per unit	_____
	at	per unit	_____
	at	per unit	_____
	at	per unit	_____
	at	per unit	_____
			_____

**Total Packing Charges** \_\_\_\_\_

**LOSS AND DAMAGE PROTECTION (Valuation):** 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 \$ \_\_\_\_\_.

**Total Valuation Charges** \$ \_\_\_\_\_.

**OTHER CHARGES**

	at	per unit	_____
	at	per unit	_____
	at	per unit	_____
	at	per unit	_____
	at	per unit	_____
<b>Total Other Charges</b>			_____

**ESTIMATES: Customer must initial one option.**

\_\_\_\_\_ I understand this shipment is moving under a binding estimate and that I will be required to pay the amount shown on the estimate.

\_\_\_\_\_ I understand this shipment is moving under a non-binding estimate. If the charges shown on the bill of lading exceed the charges on the nonbinding estimate given me by the carrier, the carrier must release the shipment to me upon payment of no more than 110% of the estimated charges and will extend credit for at least 30 days in which I must pay the remainder due. In no case will I be required to pay more than 125% of the estimate (plus any supplemental).

**MOVING, PACKING, MATERIALS, STORAGE CHARGES:**

<b>Transportation</b>	_____
<b>Charges Storage</b>	_____
<b>Valuation</b>	_____
<b>Packing Materials</b>	_____
<b>Subtotal</b>	_____
<b>Credit card fee percent</b>	_____
<b>Total Moving Charges</b>	_____
<b>Total Amount Paid</b>	_____
<b>Balance Due</b>	_____

Customer Release: I have read and understand this contract, and release my household goods to the carrier subject to the terms and conditions of this contract.

Signature of Customer	Date
Signature of Carrier Representative	Date

Customer acknowledges carrier delivered goods:

Customer Signature	Date
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## 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, 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 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 in Storage-in-Transit, 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 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.

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).
- (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 any 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.
- (B) 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.
- (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.



14840 Highway 106  
Belfair, WA 98528

888-546-6820  
JFSmoving@yahoo.com

Coastmovers.com  
Permit No. HG064232

## Customer Claim Form

Coast Movers values its customers and strives to provide the best service. However, problems sometimes occur. If you were not satisfied with Coast Movers' service, you may file a complaint or claim using this form.

**All proper charges for the move must be paid prior to filing a claim for loss or damage. Claims for loss or damage must be filed within 9 months of the actual delivery date.**

Customer Name: \_\_\_\_\_ Date of Move: \_\_\_\_\_

This is a claim for a:       Lost item       Damaged item       Other

Please use the space below to describe your claim or complaint. You must include sufficient information to identify the property involved. You may attach photos.

**If making a claim for lost or damaged property, you must attach a copy of your bill of lading to this form.**

Completed forms may be emailed to [JFSa\\_cj\\_lb@yahoo.com](mailto:JFSa_cj_lb@yahoo.com) or mailed to Coast Movers at 14840 Highway 106, Belfair, WA 98528. If you require assistance, call Coast Movers at 888-546-6820.