

# **ALL AROUND MOVERS INC**

**ODOT FILE 118013**

**TARIFF 1**

**NAMING**

**RATES, CHARGES**

**AND**

**RULES AND REGULATIONS GOVERNING**

**Transportation of**

**HOUSEHOLD GOODS**

**IN OREGON**

This Tariff Applies on Oregon **INTRASTATE** moves Only

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## **ALL AROUND MOVERS INC**

Providing Household Goods Moving Service in Oregon (as defined on page 5) in the following areas:

For Local Cartage Moves:

- Within the Salem, Portland, and Eugene Commercial zones, and within the corporate city limits of Corvallis, Woodburn, Albany, McMinnville, and Dallas

For all other than local cartage moves:

- Between points within Clatsop, Tillamook, Multnomah, Clackamas, Washington, Hood River, Marion, Polk, Yamhill, Linn, Benton, Lincoln, and Lane Counties.
- And from, Clatsop, Tillamook, Multnomah, Clackamas, Washington, Hood River, Marion, Polk, Yamhill, Linn, Benton, Lincoln, and Lane counties, to all points in Oregon.

### **Cartage Areas Exempt from Economic Regulation**

Carriers engaged in the transportation of household goods moving wholly within the incorporated city limits of each of the cities as set out in 740.060.0100 are exempt from regulations, pursuant to ORS 825.240. [ED.

NOTE: Exhibits referenced are available from the agency

"Local Cartage" means the transportation of any class of property by motor vehicle for compensation when the transportation is performed wholly within an incorporated city or a commercial zone adjacent to an incorporated city.

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**CHECK SHEET**

All of the pages contained in this Tariff are listed consecutively. REV# indicates Revision Number. COR# indicates Correction Number. The pages of this Tariff, and the supplements to this Tariff, listed on this page bear issued dates which are the same as, or are prior to, the issued date of this page. "O" in the REV# and COR# columns indicate an original page.

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**GOVERNING PUBLICATIONS**

Except as otherwise provided, this Tariff is governed by the following publications, supplements thereto and subsequent re-issues thereof

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

Practical Routing Method between Specific addresses will be the routing method used. Zip codes may be used **ONLY when specific addresses are not available.**

If an error in mileage is found using the electronic mileage guide noted, then the carrier may use the shortest practical mileage routing, excluding the restricted road segments. In that event, please refer to an official Oregon state map.

PUBLICATION	ODOT DESIGNATION	NOMENCLATURE	ISSUING AGENT
OAR#740-060-0100	<b>OR Administrative Rules</b>	<b>Motor Carrier Rules and Regulations</b>	ODOT -OR Dept. of Transportation
ORS Chapter 825 And ORS 823	<b>Oregon Revised Statutes</b>	<b>Oregon Laws</b>	ODOT -OR Dept. of Transportation
		<b>Mileage Reference Guide/software/website</b>	

Within this Tariff, these terms have the following meaning:

- "Carrier" refers to ALL AROUND MOVERS INC.
- "Shipper" refers to the customer being moved.
- "Customer" "client" and "Shipper" have the same meaning.
- "Miles" refers to road miles, as calculated using the internet based website "Google maps"

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**THE RATES AND RULES FOUND IN THIS TARIFF APPLY TO TRANSPORTATION OF HOUSEHOLD GOODS IN OREGON.**

**APPLICATION of TARIFF – COMMODITY DESCRIPTION**

Rates named in this Tariff apply on “Household Goods”, defined by the Oregon Department of Transportation and ORS 825.005 (8) as:

Household goods means the personal effects or other property used or to be used in a dwelling but does not include property transported from a store or factory or property exclusively for office use.

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**ACCESSORIAL SERVICES**

- Except as otherwise provided herein, rates or charges shown in this Tariff covering accessorial services rendered by the carrier are in addition to the transportation rates named in this Tariff.

**INVENTORIES**

- An inventory of items shall be prepared, at the shipper's request, prior to loading the shipment. The carrier's representative must list any damage or unusual wear.

**ESTIMATES**

At the customer's request, ALL AROUND MOVERS INC will provide a written estimate. An estimate of charges may only be given after a visual inspection of the goods by the carrier. Oral or telephone estimates are not permitted by Oregon law.

Binding estimates or guarantees of actual charges are illegal on intrastate transportation of household goods in Oregon. All estimates are non-binding. Final charges for moves must be based on rates published in this Tariff, regardless of any estimate given prior to the move.

When, during the course of the moving process, it is determined that the final cost of the move may exceed the original estimate by 10% or more, the carrier shall prepare an addendum to the estimate and obtain the customer's written approval before continuing with the move.

**PAYMENT OF CHARGES**

- Payment for all shipments are due upon completion of the move, unless other arrangements have been made in advance.

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**PAYMENT OF CHARGES (continued)**

- When ALL AROUND MOVERS INC has provided an estimate of charges applicable to a move and credit arrangements have not been previously established, and where actual charges exceed the estimate by more than 10 percent, the carrier will, upon request of the shipper (customer), extend credit for such excess amount over 10 percent above the estimate, provided the customer promises to pay the balance of the charges within 15 days after delivery, excluding Saturdays, Sundays and Holidays.
- Failure to pay upon completion of the move, or as previously agreed in writing, will result in legal attempts to collect the total current amount due, and include any charges for the loading and/or unloading and transportation to and/or from storage, the cost of the storing of the items, administration charges, legal fees or other unforeseen expense accrued from storage and or collections attempts until the current amount including all applicable fees and costs, are paid in full.

**RATES**

- Rates published in this Tariff are named and payable in United States currency.
- All charges will be expressed in cents or dollars and cents, as appropriate.
- Except as otherwise provided, time is computed to the next quarter (1/4) hour.

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**HOURLY RATES\***

Subject to the minimum charges as specified.

	Regular rate	Overtime rate	
Two Men and a Truck	\$125.00	\$165.00	
Each Additional Man	\$40.00	\$60.00	
Two men and a truck to or from retirement, senior, and assisted living facilities	\$110.00	\$150.00	

Job lasting longer than 8 hours, not including lunches or breaks, on one day, will be subject to overtime charges. Overtime charges will not be charged for the carrier's convenience. Carrier can choose to not work overtime.

All moves are subject to the following minimum charges:

- 2 hr minimum: for moves beginning and ending within 20 miles from our shop
- 3 hr minimum: for moves beginning or ending further than 21-30 miles from our shop
- 4 hr minimum: for moves beginning or ending further than 31-40 miles from our shop

For moves that begin and end within 40 miles of our shop, time will begin when we arrive at the customer's pick up site and end when the last item is where the customer would like it.

For moves more than 40 miles from our shop, time will begin when we leave our shop and continue until we return to our shop.

**DETERMINATION of DISTANCE**

For purposes of determining distance, All Around Movers INC will use as their point of origin **address**

**3736 Kashmir Way Se Salem, Or 97317**

The internet based program "Google maps" will be used to calculate distances between addresses.

(Zip codes should always be used, if available)

- If customer requests a longer route, in writing, than the shortest most practical route shown in the above mentioned web Guide, the mileage over the longer route as shown therein will apply.

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**CHARGES FOR HEAVY OR BULKY ITEMS**

When a move includes an article named in this section, the following additional charge will apply for each such article, each time service is required.

DESCRIPTION of ARTICLE	CHARGE PER ARTICLE
Items weighing over 300Lbs * **	\$100.00

\* When only an item weighing 300 pounds or heavier is being moved, with no other household good items, the per-article charge will not apply, and only applicable hourly rate and minimum hours will be assessed.

Carrier will utilize the computer program "Google" with the items make and model number, when applicable, to determine the items weight. If the exact make and or model number is not available, the closest like item that can be found will be used.

\*\* Does not apply to standard household appliances up to 400Lbs.

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**IMPRACTICABLE OPERATIONS**

Pickup or delivery service will NOT be performed by the carrier at any site from or to which it is impracticable to operate vehicles because of:

- The conditions of roads, streets, driveways, alleys or approaches thereto; or
- Inadequate loading or unloading facilities; or
- Riots, Acts of God, the Public Enemy, the Authority of Law, the Existence of Violence or such possible disturbances as might tend to create reasonable apprehension of danger to persons or property.

If pickup or delivery by the carrier is physically impossible by reason of the structure of a building or its inaccessibility:

- The shipper must arrange to have the goods put in a place accessible to the vehicle upon which the shipment is to be loaded for movement to the destination.
- if it's the destination that is not accessible, the carrier can move the shippers property into the nearest public storage, or other agreed upon location and carriers liability ends, until such a time that the preferred delivery site is accessible, or another destination is agreed upon and the carrier has the men and time available to complete the move, and the shipper will be responsible for any labor and or storage charges.

**Restricted items**

We cannot move hazardous materials- Items that are flammable, corrosive, poisonous or explosive. We will not move feces, urine or other biological waste, or items where they are present.

For an example please visit our "Moving tips" page on our web site

[www.allaroundmovers.net](http://www.allaroundmovers.net)

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**PACKING AND PACKING MATERIALS****WHEN ARTICLES ARE PACKED BY THE SHIPPER**

- Articles of fragile or breakable nature must be properly packed.
- Packages containing fragile articles or articles consisting wholly or in part of glass, when packed by the shipper or his agent, must be marked by plain and distinct letters designating the fragile character of contents.
- When articles of furniture, consisting wholly or in part of glass are covered or wrapped by the shipper or his agent, such articles shall be wrapped in a manner to clearly expose glass surfaces or glass portions.
- When shipments are improperly, insecurely or unsafely packed, crated or boxed and therefore liable to be destroyed or damaged, in the carrier's opinion, the carrier can refuse the shipment, or with the shipper's permission, have such shipments properly packed and charges shown in this Tariff will be assessed.

If any damages or catastrophe occurs due to the shipper improperly packing items, or the packing of restricted items, by the shipper, the carrier shall be held harmless, and the shipper will be responsible for all damages and inconvenience to the carrier.

**LABOR CHARGE FOR PACKING OR UNPACKING**

- Labor charges associated with packing or unpacking will be assessed at the applicable hourly rate in this tariff, as shown in the section titled "Hourly Rates".

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The following is a list of Packing Materials that will be made available by the carrier for a fee. The fee for each listed item is indicated. If any packing materials are provided which are not shown on this list, no additional charge will be assessed, unless otherwise provided for in this Tariff.

BOXES			PRICE
SMALL	1.5 cu	each	\$ <b>2.50</b>
MED	3.0 cu	each	\$ <b>3.50</b>
LARGE	4.5 cu	each	\$ <b>4.50</b> -
X-LARGE	6.0 cu	each	\$ <b>5.50</b>
WARDROBE w/bar	Tall	each	\$ <b>17.00</b>
DISH BARREL	w/cell kit	each	\$ <b>13.00</b>
DISH SAVER BOX		each	\$ <b>6.00</b>
DISH SAVER KIT	either style	each	\$ <b>12.00</b>
TAPE		per roll	\$ <b>4.50</b>
PAPER		per Lb	\$ <b>2.00</b>
PAPER PADS		each	\$ <b>5.00</b>
BUBBLEWRAP		per sheet	\$ <b>.50</b>
FOAM WRAP		per sheet	\$ <b>.50</b>
MATTRESS BAGS	anysize	each	\$ <b>6.00</b>
SOFA/CHAIR BAGS		each	\$ <b>6.00</b>
PEANUTS		per cu ft	\$ <b>2.00</b>
ART BOXES/TV	sm-xlrg	each	\$ <b>20.00</b>

If it becomes necessary for the carrier to buy materials for the safety or convenience of the shipper or the shipper's property, with the shipper's agreement, the carrier will add the cost of those materials, plus an additional 25%.

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**INSURANCE**

The cost of any insurance in the name of or for the benefit of the customer (shipper) will NOT be assumed by All Around Movers INC.

**DECLARATION of VALUE - LIABILITY LIMITATION**

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

- All Around Movers INC shall require the customer (shipper) to select, in writing on the Bill of Lading, one of the two valuation options shown. If the customer chooses option 2, the customer must state specifically in writing on the Bill of Lading a declared lump sum value for the entire shipment, prior to the commencement of service.
- As used in this Tariff, the phrases "released value", "declared value" and "value declared by the customer (shipper)" shall have the same meaning.
- The customer shall have the following options for the declaration of value and the carrier's maximum liability shall be limited in accordance with the declared value:

Option 1 Released Value Protection: This type of valuation pays up to 60 cents per pound per article for any lost or damaged article. For example, it would pay a maximum of \$30.00 for a 50-pound table (\$.60 x 50 lbs.). You are not required to pay an extra charge for this option;

NOTICE: The shipper signing the bill of lading must insert in the space provided, in his/her own handwriting, either his/her declaration of the actual value of the shipment, or circle the appropriate option number, otherwise, the shipment will be deemed released to a maximum value equal to ♦\$6.00 times the weight of the shipment in pounds.

Option 2

Replacement Cost Protection: **\$6.00 times the actual weight** (in pounds) of the shipment or declared lump sum value, whichever is higher. When the shipper elects the Replacement Cost Protection option the following valuation charge shall apply:

For each \$100.00, or fraction thereof, of declared value at ♦ \$6.00 times the weight of the shipment in pounds or declared lump sum value, whichever is higher, the valuation charge shall be **\$.85 per each \$100.00 of value.**

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

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

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

EXAMPLES:

**Released Value Protection** As an example, if a 200 lb dresser is damaged, the shipper will be compensated at \$.60/lb, or 200 x .60 = \$120.00 Cost of protection for shipper : None.

Continued on next page.

**Replacement Cost Protection** Goods are valued at a) \$6.00/lb or b) a lump sum amount declared by shipper, whichever is higher. If shipper does not declare a lump sum value, then a 5000 lb shipment would be valued at \$6.00 x 5000lbs or \$30,000. Cost to shipper would be \$.85/\$100 value x \$30,000 = \$255.00.

If shipper declares a value of \$40,000, shippers cost is \$.85/\$100 of value x \$40,000 = \$340.00.

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

E: If shipper fails to state a declared value in writing, as required in Subsection B of this item, and the shipment is accepted by the carrier, the shipment will be deemed released to an amount equal to p **\$6.00** times the actual weight of the shipment (in pounds), p and the carrier will provide Replacement Cost Protection at the shipper's expense.

The released value of the shipment will be estimated calculating the weight of the shipment **as 7 lbs per cubic foot of space utilized** and then applying p **\$6.00** times the estimated weight of the shipment. The valuation charge named in "Replacement Cost Protection" shall apply.

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

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

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

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

When the carrier is asked by the shipper to disassemble, move or reassemble Ready to Assemble Furniture, or items made wholly or in part of press board, it shall be done at the owner's risk and at a **maximum** liability on the part of the carrier of j **\$97.00** per article. Furniture containing multiple pieces fastened together shall be one article. Regardless of the shipment valuation selected by the shipper, "Ready to Assemble or press board Furniture" shall be released at 60 cents per pound, subject to the provisions named in this Item.

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

A: All component panels are bordered by solid wood, veneer plywood or metal, **AND**

B: All structural fasteners join into solid wood, veneer plywood or metal edges, rather than into other materials or into other fasteners or fastener components.

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

A: Disassembly, boxing of fasteners and reassembly is done by the owner of the goods, OR

B: At the request of the shipper, and subject to availability of service, the carrier j Exception: On articles purchased for over \$300.00, if the owner of the furniture can present proof of purchase, the maximum liability on the part of the carrier shall be 60 cents per pound up to a maximum of **25%** of the purchase value of the furniture.

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

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**CLAIMS FOR LOSS OR DAMAGE**

- Any claim for loss or damage to your property shall be in writing and shall be accompanied by the original of the **paid** bill for transportation and the original of the Bill of Lading or the shipping receipt, if not previously surrendered to ALL AROUND MOVERS INC. ALL AROUND MOVERS INC may require a certified or sworn statement of claim.
- Claims must be filed with ALL AROUND MOVERS INC within three {3} months after completion of the move as shown on the Bill of Lading.
- ALL AROUND MOVERS INC 's maximum liability is limited by this Tariff and the Bill of Lading Terms and Conditions.
- ALL AROUND MOVERS INC shall be immediately notified of all claims for visible or concealed damage and shall be given reasonable opportunity to inspect alleged concealed damage in the original package(s). Notation of damage on ALL AROUND MOVERS INC 's copy of the delivery receipt will constitute such notice.

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