

Original Title Page

CPCN No. 3258.6

No supplement to this tariff will be issued
Except for the purpose of canceling the tariff
unless specifically authorized by the Authority.

Additions to, changes in and eliminations from
this tariff will be in loose-leaf form.

Phoenix Movers, LLC
dba Carneys Full Service Movers

Household Goods Tariff Number 1

**NAMING TRANSPORTATION CHARGES, ALSO, ACCESSORIAL SERVICE
CHARGES, MISCELLANEOUS SERVICE CHARGES, HOURLY RATES AND
RULES AND REGULATIONS**

**TRANSPORTATION OF HOUSEHOLD GOODS, FURNITURE, OFFICE, STORES,
EQUIPMENT SUPPLIES AND GENERAL COMMODITIES ON-CALL OVER
IRREGULAR ROUTES, BETWEEN POINTS AND PLACES
WITHIN THE STATE OF NEVADA.**

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ORIGINAL PAGE ONE

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15	0	35	0
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17	0		

Explanation of Abbreviations and Other Reference Marks

dba doing business as	N New
NV Nevada	C change, neither increase
No. Number	nor reduction
Nos. Numbers	I Increase
NTA.....Nevada Transportation	R Reduction
Authority	

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APPLICATION OF CARRIER'S OPERATIVE RIGHTS

~~Transportation of household goods, furniture, office, stores, equipment, supplies and general commodities on-call over irregular routes, between points and places within the State Nevada.~~

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Rule**Rules & Regulations****Section 1**

- No. 5** Application of Rates – Weights and Weighing. The weight to be used in assessing charges stated on a weight basis shall be the weight of the property tendered for transportation. Such weight shall not include the weight of pads, empty containers, dollies, hand trucks or other carrier equipment.
- No. 10** When carrier receives a request to move between 2 points, mileage shall be computed from base of operations to point of pick-up to point of delivery.
- No. 15** Application of Rates – Territory. The rates shown in this tariff apply between all points and places in the State of Nevada.
- No. 20** Application of Rates – Commodity Description. The rates named in this tariff apply on household goods, viz; personal effects, baggage and property used or to be used in a dwelling when part of the equipment or supply of such dwelling, furniture, fixtures, equipment and the property of stores, offices, museums, institutions, hospitals, or other establishments, when part of the stock, equipment or supply of such stores, offices, museums, institutions, hospitals, or other establishments and articles, including objects of art, displays and exhibits and other equipment which because of their unusual nature or value require specialized handling and equipment usually employed in moving household goods.
- No. 25** Articles not Accepted – Unless otherwise provided, the following property will not be accepted for shipment: bank bills, coins or currency, deeds, notes, drafts or valuable papers of any kind, credit cards, jewelry, postage stamps, letters or packets of letters, precious stones, or articles of peculiarity inherent or extraordinary value, precious metals, or articles manufactured there from perishable articles. Should such articles come into the possession of the carrier without its knowledge, responsibility or safe delivery will not be assumed.
- *Explosives, dangerous goods or property liable to impregnate or otherwise damage equipment or other property will not be accepted for shipment.
- *Household pets will not be accepted for shipment.

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Rule**Rules & Regulations**

- No. 30 Declaration of Value** – Shippers are required to state specifically in writing the agreed or declared value of property, otherwise a base value of 60 cents per lb., per article will apply. Where value in excess of 60 cents per lb., per article is declared, at the option of the shipper, the carrier will provide full declared value protection through special insurance at an added charge equivalent to the required premium. If shipper declines to declare the value or agree to release value in writing, the shipment may not be accepted. If accepted, base release value of 60 cents per pound per article will apply.
- No. 35 Bill of Lading and Order for Service** – Unless otherwise provided, property transported is subject to the provisions of this tariff, or as amended, and is subject to all terms and/or conditions and provisions of carriers normal/or usual bill of lading and/or order for service.
- No. 40 Charges on Different Minimum Weights** – When Charges accruing on a shipment based on actual weight exceed the charges computed upon a rate based upon a greater minimum weight, the latter will apply.
- No. 45 Estimates** – Upon request, carrier will provide a binding estimate for transportation and the other services pertaining to shipment as described below:
1. A common motor carrier of household goods must, if requested by the shipper after a visual inspection of the goods, give to the shipper a written estimate of the charges. The original must be delivered to the shipper a copy maintained by the carrier in his record of the shipment.
 2. The estimate must be based upon the carrier's tariff filed with the Authority. The final charge for transporting the goods may not exceed the estimate unless customer requests services that are not included in the written estimate and agrees to pay for the additional services so requested. If the final charge is less than the estimate, the carrier shall only collect the actual charge for the service.
- No. 50 Shipment Accepted Subject to Laws.**
Shipments will be accepted subject to the requirements of ordinances or limitation of law regulating the transportation of the property, or the use of vehicles and facilities.

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Rule	Rules & Regulations	
No. 55	Claims	
(A)	Any claims for loss, or damage shall be in writing and shall be accompanied by an original paid bill of lading, if not previously surrendered to carrier. Carrier may require certified or sworn statement of claim.	
(B)	The carrier's liability shall not exceed the cost of repairing or replacing the property listed or damaged with materials of like kind and quality not exceeding the actual cash value of the property at time and place of loss.	
(C)	The carriers liability for goods shall cease when the property has been delivered to and receipted for by the owner or consignee or the authorized agent of either, except as to damage noted at the time of delivery, when the carrier is directed to unload or deliver property (or render any service) at a place or places at which consignee or its agent is not present, the property shall be at the risk of the owner after unloading or delivery.	
(D)	Where the carrier is directed to load property from (or render and service) at a place or places at which consignee or its agent is not present, the property shall be at the risk of the owner before loading.	
(E)	The services provided by this tariff do not include the servicing of refrigerators, stoves, deep freeze cabinets, record players, washing machines, television sets, air conditioners, television aerials, or other articles or appliances requiring special servicing prior to or immediately after transportation.	
No. 55A	Claims for lost or damages freight or baggage.	
1.	A claim by a shipper or consignor against a common or contract motor carrier for lost or damaged freight or baggage must be submitted to the carrier within 7 days after the loss or damage is discovered.	
2.	Within 14 days after receipt of the claim the carrier shall:	
	(a) Compensate the shipper or consignor; or	
	(b) Deliver to the shipper or consignor a written denial of the claim.	
3.	A denial of any claim may be appealed by the shipper or consignor to the Authority.	
No. 60	Inspection of Packages.	
	When carrier or his agent believes it necessary that contents of packages be inspected, he shall make or cause such inspections to be made or require other sufficient evidence to determine the actual character of the property.	
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**Phoenix Movers, LLC
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Household Goods Tariff Number 1**

Rule**Rules & Regulations****No. 60A Carriers of household goods; Notification of liability coverage.**

Before providing any service subject to regulation by the Authority, a carrier of household goods must notify the customer in writing of the scope of the standard liability coverage provided and the availability of additional coverage.

No. 60B Carriers of household goods: Bill for payment.

1. Upon the completion of a shipment of household goods, the authorized carrier shall present to the person paying for the shipment the original bill for payment.
2. The bill must show:
 - (a) The name and address of carrier.
 - (b) The name of the consignor and consignee.
 - (c) The points of origin and destination.
 - (d) The date and time the shipment was received by the carrier.
 - (e) The date and time of arrival of the shipment at its destination.
 - (f) The date of the bill.
 - (g) The weight of the shipment, if applicable.
 - (h) The route over which the household goods were transported, the name of the point of transfer and the name of each carrier participating in the transportation.
 - (i) The numbers of the vehicles which transported the household goods.
 - (j) An adequate description of the property transported, including the number of items carried.
 - (k) The rate charged for service.
 - (l) Any other charge incident to the transportation.
 - (m) A statement that the carrier's rates are subject to regulation by the Authority.
 - (n) Any other information required by the Authority.

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Rule**Rules & Regulations****No. 65 Full Value Protection**

- 1) When full value protection is ordered in writing by the customer, carrier will guarantee either replacement of article lost or damaged while in carrier's custody, reimbursement for full replacement cost or satisfactory repairs, whichever is less.
- 2) Full value protection will be provided by carrier only if shipment is declared at a lump sum value of \$25,000 or \$5 per each pound of weight in the shipment, whichever is greater.

No. 65A Impractical Pick-Up or Delivery

- 1) It is the responsibility of the shipper to make shipment accessible to carrier at a point at which the road haul vehicle may be safely operated.
- 2) When it is physically impossible for carrier to perform pick-up of shipment at origin address or to complete delivery of shipment at destination address with normally assigned road haul equipment, due to the structure of the building, its inaccessibility by highway, inadequate or unsafe public or private road, overhead obstructions, narrow gates, sharp turns, trees, shrubbery, the deterioration of the roadway due to rain, flood, snow, or nature of an article or articles included in the shipment, the carrier shall hold itself available at point of pick-up or tender delivery at destination at the nearest point of approach to the desired location where the road haul equipment can be made safely accessible.
- 3) Upon request of the shipper, consignee or owner of the goods, the carrier will use or engage additional equipment than its normal road haul equipment or provide extra labor to complete the load or delivery of shipment. Charges for these auxiliary services to cover labor and additional vehicle (if used) will be in addition to all other transportation charges. The labor will be at the hourly rate.
- 4) If the shipper does not accept the shipment at nearest point of safe approach by carriers road haul equipment to the destination address, the carrier may place the shipment, or any part thereof not reasonably possible for delivery, in storage at the nearest available warehouse of the carrier, or at the option of the carrier, in a public warehouse, subject to a lien of all lawful charges. The liability on the part of the carrier will cease when the shipment is unloaded into the warehouse and the shipment shall be considered as having been delivered.

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Rule**Rules & Regulations****No. 70 Insurance.**

The cost of any insurance in the name of the shipper, or for the benefit of the shipper will not be assumed by the carrier.

No. 75 Payment of Charges.

The carrier will not deliver or relinquish possession of any property transported by it until all tariff rates and advance charges included in the original estimate (prepared in accordance with NAC 706.312, Rule 45) have been paid by cash, credit card, money orders, or cashier's check, except where arrangements have been made in advance. An additional 4% convenience will be charged to the full price if a credit card is used as payment by the shipper.

No. 80 Waiting or Delay

When vehicle is held in excess of one (1) hour for convenience of shipper or consignee through no fault of the carrier, a charge for waiting time will apply at the hourly rates shown in this tariff. (Rule 100)

No. 85 Weighmaster Certification.

- 1) Prior to delivery and unloading of shipment transported under distance or point to point rates the carrier shall arrange to determine the weight of such shipment by obtaining a weigher certificate or weight ticket. On a shipment estimated at weighing less than 1000 pounds, the carrier may have the shipment weighed over a platform or hand scales in lieu of obtaining a weighmaster's certificate, provided a written statement of the weight signed by the weigher is obtained.
- 2) If no scale is available, the weight shall be determined by multiplying the cubic feet occupied by seven (7) pounds per cubic foot.

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Rule**Rules & Regulations**

No. 90 ~~Servicing Special Articles – Distance rates and hourly rates in this tariff DO NOT include the servicing or re-servicing of articles or appliances including, but not limited to washing machines, refrigerators, deep freeze cabinets, air conditioners, grandfather clocks, record players and television sets, which if not properly serviced may be damaged in or incident to transit.~~

No. 95 ~~Disassembling and Reassembling – Distance and hourly rates in this tariff do not include removing outdoor articles embedded in the ground or secured to a building, nor the assembling or disassembling of any outdoor articles such as steel utility cabinets, swing sets, slides, sky rides, jungle gyms or other outdoor articles of similar nature, nor the assembling or disassembling of unusual articles found inside of buildings, such as water beds, steel shelving, pool tables, elongated work tables, counters, etc. Upon request of the shipper, and if the carrier has the qualified personnel, carrier will disassemble and reassemble such articles, subject to additional hourly charges.~~

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Section II

Mileage Rates

Shipments	Released to a value not exceeding \$0.60 per pound per article.
Transportation	Between points and places within the State of Nevada. Rates in this section apply to shipments defined as household goods.
Geographic Area	These rates do not apply on shipments moving within 200 miles of the base of operations. Hourly rates will apply on those shipments.

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Section II**Mileage Rates — Dollars and cents per mile**

Rates to be applied to all shipments of household goods as in Rule No. 20. Value declared in writing by the shipper or agreed upon in writing as the released value of the property subject to condition as set forth in Rule No. 30. See Rule No. 10 method for determining distance.

Note: 200 miles and under Section III hourly rates apply.

Miles	Per Vehicle (per mile)
201 miles to 250 miles	\$12.00 per mile
251 miles to 300 miles	\$11.00 per mile
301 miles to 400 miles	\$9.50 per mile
401 miles and over	\$8.25 per mile

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Section III

Hourly Rates

Rates in this section apply to all shipments within a 200 mile radius of
base of operations in the State of Nevada.

Shipments – released to a value not exceeding \$.60 per pound per article,
And apply on all shipments defined as household goods.

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Hourly Rates Continued

- | | | |
|--------------|---------------------|------------------|
| Rule No. 100 | 1) Driver and truck | \$65.00 per hour |
| | Each additional man | \$65.00 per hour |
- 2) Overtime Rates – Overtime rates at 150% of man-hour rates will apply all day Sunday or when more than 50% of the duration of the job takes place after 5pm on any day.
- 3) Contract Time is Port to Port. Which means shipper pays from the time the truck leaves base until the time the truck would arrive back at base. There will be a 15 minute minimum travel time charge each way on all jobs.
- 4) There will be a three hour minimum charge for all moves Monday-Friday, and a four hour minimum charge for all moves on Saturday and Sunday.
- 5) Once the minimum charge is met, shippers will be charged by the quarter hour rounded up to the nearest quarter hour. Quarter hour is calculated by dividing the hourly rate by 4.

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Additional Services

Rule No. 101 Packing. To be used in connection with hourly rates as shown on page 14, Section III.

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