

Original Title Page

N.T.A. No. 1

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 elimination from this tariff will be loose-leaf form.

**UMBRELLA ENTERPRISES, LLC
dba Umbrella Movers
CPCN No. 3364**

HOUSEHOLD GOODS TARIFF NO. 1

**NAMING LOCAL, COMMODITY RATES
ALSO
ACCESSORIAL SERVICE CHARGES, MISCELLANEOUS SERVICE CHARGES,
HOURLY RATES AND REGULATIONS**

**ON NEW AND USED FURNITURE AND
HOUSEHOLD EFFECTS, PERSONAL EFFECTS, AND
OTHER PROPERTY AS DESCRIBED IN THE TARIFF**

**BETWEEN POINTS AND PLACES WITHIN CLARK
COUNTY ON THE ONE HAND, AND
THE STATE OF NEVADA ON THE OTHER**

Issued:

Issued by:
Kathryn Ridge, Owner
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Household Goods Tariff No. 1

Upon receipt of new or revised pages a check mark must be placed opposite the "correction number" (shown below) corresponding to number shown in lower left-hand corner of the new changed page. If correction numbers are properly checked as received, check marks will appear in consecutive order without omission. However, if check marks indicated that a new or revised page has not yet been approved, request should at once be made to the issuing carrier for a copy of the new or revised page.

CORRECTION NUMBERS

1	7	13
2	8	14
3	9	15
4	10	16
5	11	
6	12	

EXPLANATION OF ABBREVIATIONS AND OTHER REFERENCE MARKS

D.B.A.....	Doing business as	N.....	New
NV.....	Nevada	C.....	Change, neither increase or reduction
No.....	Number	I	Increase
Nos.....	Numbers	R	Reduction
N.T.A.	Nevada Transportation Authority		

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Original Page 2

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Household Goods Tariff No. 1

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 Clark, on the one hand, and points and the State of Nevada on the other hand. This is inclusive of general commodities, furnishings, stock and equipment to and from stores, offices and other establishments, on call, over irregular routes.

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Nevada Transportation Authority
Las Vegas, Nevada

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Household Goods Tariff No. 1

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Rule No. RULES AND REGULATIONS

- 10** **Application of Rates-Commodity Description**
The rates named in this tariff apply to personal property including furniture, baggage, equipment, stock, or supplies of residence, stores, offices, or other establishments.
- 20** **Application of Rates-Territory**
The rates shown on this tariff apply to all points and places within Clark County, Nevada on the one hand, and points and places within the State of Nevada on the other hand.
- 30** **Accessorial Services**
Except as otherwise provided herein, rates or charges covering accessorial services rendered by the carrier are in addition to the transportation rates named in this tariff.
- 50** **Articles Not Accepted**
Unless otherwise provided, the following will not be accepted for shipment: antiques, artwork, items of peculiarly inherent or sentimental value, bank bills, coins or currency, deeds, notes, drafts or valuable papers of any kind, credit cards, watches, jewelry, postage stamps, trading stamps, letters or packets of letters, precious stones (loose or set), precious metals, or articles manufactured therefrom, medicine, small electronics, or any perishable articles. Should such articles come into possession of the carrier without its knowledge, responsibility for safe delivery will not be assumed.
Loaded firearms, hazardous materials, explosives, dangerous goods or property liable to impregnate or otherwise damage equipment or other property will not be accepted for shipment. Shipper must make firearms available for inspection by carrier.
Household pets will not be accepted for transportation.
- 55** **Articles liable to cause damage**
- A. Carrier will not accept for shipment property liable to damage equipment or other property.
- B. Carrier will not accept for shipment articles which cannot be taken from the premises without damage to the articles or premises.

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60 **Complete Article**
Each shipping piece or package and contents thereof constitute one article except the total component parts of any article taken apart or knocked down for handling or loading in vehicle shall constitute one article for the purpose of determining carrier's liability as provided in Rule 70.

Note: When entire shipment is transported in containers or shipping boxes, each shipping package, piece, or loose item not enclosed within a package in such containers or shipping boxes will constitute the article.

70 **Declaration of Value**

- A. Shippers are required to state specifically in writing the agreed or declared value of the property, otherwise a base value of \$0.60 per pound per article will apply.
- B. 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 (\$0.60) per pound per article will apply.
- C. Where value in excess of \$0.60 per pound 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.

80 **Claims**

- A. Any claims for loss, damage or overcharge shall be in writing and shall be accompanied by the bill for transportation.
- B. Carrier shall be immediately notified of all claims for concealed damage and shall be given a reasonable opportunity to inspect alleged concealed damage in original package.

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Rule No. RULES AND REGULATION

80 Cont.

- C. The carrier's liability shall not exceed the cost of repairing or replacing the property lost or damaged with materials of like kind or quality not exceeding the actual cash value of the property at time and place of loss, with due allowances for depreciation or deterioration howsoever caused. In no event shall the carrier's liability exceed: (1) the released value not exceeding \$0.60 per pound per article; (2) if shipper has declared a value of the entire shipment such proportion of the actual value of the article or articles lost or damaged shall be determined under Rule 70.

- D. The carrier's liability for goods shall cease when the property has been delivered to and receipted for by the owner, or by the consignee or shipper or the authorized agent of either, except as to damage noted at time of delivery. When the carrier is directed to unload or deliver property (or render any services) at a place or places at which the consignee or its agent is not present, the property shall be at the risk of the owner after unloading or delivery.

- E. Where the carrier is directed to load property from (or render) any service at a place of places at which the consignor or its agent is not present, the property shall be at the risk of the owner before loading.

- F. The carrier's liability with regard to sets or matched pieces shall be limited to repair or replacement of the lost or damaged piece or pieces only and shall not extend to repair, replacement or recovering of the entire set, but in no event to exceed: (1) the released value not exceeding \$0.60 per pound per article; or (2) if shipper has declared a value on the entire shipment such proportion of the actual value of the article or articles lost or damaged shall be determined under Rule 70.

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Rule No. RULES AND REGULATIONS

85

Claims for Lost or Damaged Freight or Baggage

- A. A claim by a shipper or consignor against a common motor carrier for lost or damaged freight or baggage must be submitted to the carrier within seven (7) days after the loss or damage is discovered.
- B. Within 14 days after receipt of the claim, the carrier shall:
 - 1. compensate the shipper or consignor; or
 - 2. deliver to the shipper or consignor a written denial of the claim.
- C. A denial of a claim may be appealed by the shipper or consignor to the Nevada Transportation Authority.

90

Failure to Make Delivery

- A. A. In all instances where carrier is unable to locate the consignee at the address (if known by carrier); or where the consignee is unable or declines to accept delivery of the shipment, or the shipment remains in the possession of the carrier pursuant to instructions of the shipper or consignee, notification of failure to make delivery will be mailed or emailed to the consignee, consignor or owner, or written notice delivered to the premises where actual delivery was to be effected or to the carrier, or at the option of the carrier, in a public warehouse, and upon such placement liability as a carrier shall immediately cease and liability shall thereafter be only that of the warehouseman in possession. Shipper shall be responsible for all costs associated with warehousing undeliverable items.
- B. In cases where a "subsequent delivery" is called for and made, charges will be assessed for such "subsequent delivery" on the basis of Rule 300 from carrier's terminal or from the public warehouse (as the case may be) to place of delivery.

100

Impracticable Pick-up or Delivery

- A. It is the responsibility of the shipper to make shipment accessible to carrier or accept delivery from carrier at a point at which the road haul vehicle may be safely operated.

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100 Cont.

- B. When it is physically impossible for carrier to perform pick-up of shipment at original 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 roadway due to rain, flood, snow, or nature of an article 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.
- C. Upon request of the shipper, consignee or owner of the goods, the carrier will provide extra labor for the purpose, if possible of accomplishment of transferring the shipment between the residence and the nearest point of approach by the carrier's road haul equipment. Charges for the auxiliary service to cover labor and additional vehicle (if used) will be as provide in Rule 300 and shall be in addition to all other transportation or accessorial charges.
- D. If the shipper does not accept the shipment at nearest point of safe approach by carrier's road haul equipment to the destination address, the carrier may place the equipment, or any part thereof not reasonably possible for delivery, in storage at the nearest available public warehouse, subject to a lien for 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.
- E. Transportation to cover the movement of shipment or part thereon from point at which it was originally tendered to warehouse location shall constitute a new shipment, subject to applicable rate as provided in tariff from point at which it was originally tendered to warehouse location, which shall be in addition to charges from initial point of origin to point at which shipment was originally tendered. All accrued charges on the shipment or any part thereof shall be due and payable upon delivery of same to the warehouse. Any subsequent movement from warehouse shall constitute a new shipment.

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110

Impracticable Operation

Nothing in this tariff shall require the carrier to perform any line-haul service or pick-up or delivery service or any other service from or to or at any point or location where, through no fault or neglect of the carrier, the operation of vehicles is impracticable because:

- A. The condition of roads, streets, driveways, alleys, or approaches thereto would subject operations to unreasonable risk or loss or damage to life of property.
- B. Loading or unloading facilities are inadequate; or
- C. Any force majeure, war, insurrection, riot, civil disturbance, strike, picketing, or other labor disturbances that would (1) subject operations to unreasonable risk of loss or damage to life or property or (2) unreasonably jeopardize the ability of the carrier to render line-haul or pick-up or delivery or any other service from or to or at other points or locations.

120

Insurance

The cost if any insurance in the name of the shipper, or for the benefit of the shipper will not be assumed by the carrier. (See Rule 70).

130

Moving and Packing

- A. Articles of fragile or breakable nature must be properly packed. No claims will be allowed on any items that are not properly packed by the carrier.
- B. The contents of all desk or dresser drawers, other than clothing, must be removed. File cabinets with contents must be locked or otherwise securely fastened.
- C. Oversized or unique items such as pianos, organs, safes, full size copiers, fire proof file cabinets, pool tables, marble top tables, riding lawn mowers and motorcycles may result in extra charges to the shipper for the delivery of such individual items as shown in Rule 300.

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- 130 Cont. D. Where shipments are improperly or unsafely packed, crated or boxed, and by reason thereof the contents may be destroyed or damaged, carrier will arrange to have such shipment properly packed and charges shown in Rule 300 of this tariff will be assessed.
- E. The shipper shall provide all original packing boxes or agree to use boxes as provided by carrier.

135

Bill of Lading

Upon completion of shipment of customer's household goods, carrier shall present to the person paying for the shipment the original bill for payment. Such bill shall show:

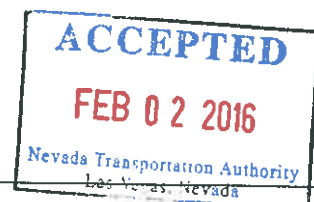
- A. The name and address of the carrier;
- B. The names of the consignor and consignee;
- C. The points of origin and destination;
- D. The date and time the shipment was received by the carrier;
- E. The date and time of arrival of the shipment at its destination;
- F. The date of the bill;
- G. The 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 vehicles which transported the household goods

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Rule No. RULES AND REGULATIONS

- 135 Cont. J. An adequate description of the property transported, including the number of items carried.
- K. The rate charged for the service;
- L. Any other charge incident to the transportation;
- M. A statement that carrier's rates are subject to regulation by the Nevada Transportation Authority; and
- N. Any other information required by the Nevada Transportation Authority.

140 **Payment of Charges**

- A. 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 have been paid by cash, money order, credit card (Visa, MasterCard, Discover, or American Express) or cashier's check, except where other arrangements have been made in advance.
- B. The carrier shall have lien rights on any property transported by it for all charges incurred.
- C. The shipper will furnish the carrier, upon demand, a certified statement describing and setting forth the actual cash value of any property in possession of carrier being held for payment.
- D. After 7 days, with proper notice, carrier is entitled to collect legal fees, costs and interest as provided in the contract.

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150

Pick-up and Delivery at Warehouse

Except as otherwise provided herein, if shipment is delivered to or picked up at a warehouse, the rates for transportation include only the unloading or loading at the door, platform, or other point convenient or accessible to the vehicle.

160

Shipments 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 the vehicles and facilities.

Waiting or Delay

170

When a vehicle is held for convenience of shipper or consignee through no fault of the carrier, a grace period of one half hour will be granted, after which a charge for waiting time will apply at the hourly rates shown.

180

Inspection of Packages

When the carrier or his agent believes it is necessary that the contents of packages be inspected, he shall make or cause such inspection to be made, or require other sufficient evidence to determine the actual character of the property.

190

Servicing Special Articles

The services provided by this tariff do not include the servicing of refrigerators, stoves, deep freeze cabinets, radios, record players, washing machines, dryers, television sets, air conditioners, television reception devices, slot machines, electronic game tables, or other articles or appliances requiring special servicing prior to or immediately after transportation. If carrier does not possess the qualified personnel to service above articles or appliances, a third party may be engaged at the expense of the shipper to provide such service; however carrier will not assume responsibility for their conduct, amount of their charges, or for the quality of service furnished.

200

Advancing of Charges

Carrier will not engage third persons to perform any services for shipper and carrier shall not advance charges for others engaged by the shipper. When third persons are engaged by the shipper to perform any domestic, maid or other service, the carrier will not assume responsibility for their activities or conduct; amount for their charges; nor for the quality or quantity of service furnished, except as otherwise provided.

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210 **Labor Charges**
Cover all accessorial services for which no charges are otherwise provided in this tariff, when such services are requested by the shipper.

220 **Early Termination of Shipment**
A. The carrier reserves the right to stop work at any time for health and safety of its employees and demand payment for time worked and time estimated to complete the shipment.

B. The shipper reserves the right to stop work at any time. Minimum charges still apply.

295 **Estimate of Charges**
If requested by the shipper the carrier will perform a visual inspection of the goods and provide the shipper a written estimate of the charges. The original estimate shall be delivered to the shipper and a copy maintained by the carrier in carrier's record of shipment.

The estimate shall be based on the carrier's tariff filed with the Nevada Transportation Authority. The final charge for transporting shipper's goods may not exceed the estimate unless the 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.

300 **Application of Rates**
Carrier will charge hourly rates for use of vehicle and cost of labor. All charges begin at the location of the shipment pick-up and end at the drop off location for the shipment.

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Rule No. RULES AND REGULATIONS

300 Cont.

- A. Shipping rates: Hourly rates are as follows: 2 men and a truck, \$120 per hour; each additional laborer, \$45 per hour.
- B. Overtime rates apply to shipments made under paragraph (A), and if not due to the fault of the carrier, shall be time and a half (150%) of the regular man-hour rates after eight (8) hours of service, or \$180 per hour for two men and a truck.
- C. Carrier's crew shall be entitled to a half hour (.5) break, with clock stopped, for services exceeding six (6) hours.
- D. Travel Charge: A one-time travel charge of \$55 shall be applied as a Travel and Equipment fee.
- E. Minimum Charge: All shipments are subject to a two (2) hour minimum charge, assessed from the arrival at the shipper's origin address to the time the carrier completes services at the destination. The carrier will determine arrival time at the origin address and completion time at the destination address. Minimum charge is 2 hours; thereafter time will be prorated in 15-minute increments of the hourly charge, rounding down from six (6) minutes, and rounding up from seven (7) minutes. Minimum charge total is two (2) hrs. labor at \$120 per hour, plus \$55 travel and equipment fee.
- F. Cancellations: All shipments are subject to a cancellation fee of \$80 if made within 48 hours of scheduled move. Jobs cancelled on the scheduled day of shipment are subject to carrier's two-hour minimum charge (\$295). Notice of cancellation must be via either: phone conversation or text message to (702) 533-2853.
- G. Packing Rates: Carrier will charge \$45 per man per hour for all packing services. Packing materials are not included in this charge.

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Rule No. RULES AND REGULATIONS

300 Cont.

- H. Delivery Rates for Individual Items:
One hundred dollars (\$100) for the first piece, and \$25 per piece thereafter, with a maximum of four pieces, plus \$0.50 per mile from pick-up location to drop-off location.

- I. Materials and Container Charges:
Carrier will apply additional charges for all packing material, boxes, and containers, which become the property of the customer (other than rented materials as indicated.)

- J. Overnight Fee:
\$100 will be charged in addition to charges listed in tariff if shipper requests items to stay in truck overnight.

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