

Original Title Page

Aspen Moving Co., L.L.C

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 in loose-leaf form.

Aspen Moving Co., L.L.C

CPCN NO. 3368

HOUSEHOLD GOODS TARIFF NO. 1

**NAMING LOCAL, COMMODITY RATES
ALSO**

**ACCESSORIAL SERVICE CHARGES, MISCELLANEOUS SERVICE CHARGES,
HOURLY RATES AND REGULATIONS**

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

**Between points and places within Nye County and Clark County, Nevada on the one
hand and points and places within the State of Nevada on the other hand.**

FOR

ASPEN MOVING CO., L.L.C

ISSUED: February, 15,2017

ISSUED BY:

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Household Goods Tariff No. 1

CHECKING SHEET FOR TARIFF

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

CORRECTION NUMBERS

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

EXPLANATION OF THE ABBREVIATIONS AND OTHER REFERENCE MARKS

(D/B/A) - DOING BUSINESS AS

(NV) - Nevada

(No) - Number

(I)- Increase

(R)- Reduction

(N) - New

(C) - Change, neither increase nor reduction

(Nos)- Numbers

(N.T.A) - Nevada Transportation Authority

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ASPEN MOVING CO., L.L.C

N.T.A. No. 1

Household Goods Tariff No. 1

APPLICATION OF CARRIER'S OPERATIVE RIGHTS

The certificate of public convenience and necessity for the transportation of household goods, furniture, offices, stores, equipment supplies and general commodities on-call over irregular routes, between points and places within Clark County and Nye County, Nevada on the one hand and points and places within the State of Nevada on the other hand. This is inclusive of general commodities, furnishings, stock, and equipment or other supplies to and from store, office and other establishments, on-call, over irregular routes.

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Household Goods Tariff No. 1

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, office or other establishments.

20. Application of Rates - Territory The rates in this tariff apply to all points and places within Nye County and 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.

40. 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, trading stamps, letters or packets of letters, precious stones or article manufactured there from, or perishable articles. Should such articles come into possession of the carrier without its his or hers knowledge, responsibility for safe delivery will not be assumed. Firearms, hazardous materials, 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 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 which cannot be taken from the premises without damage to the article or the premises.

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Rule No. **RULES AND REGULATIONS**

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.

70. Declaration of Value

A) Carriers liability will be 0.60 cents per pound per item. When during the booking process value in excess of 0.60 cents per pound per item is declared, the carrier will provide the option of full replacement insurance through MOVINGINSURANCE.COM at which point a 48 hours notice is required before the moving process can start.

B) If the shipper declines to purchase additional insurance, the shipment may not be accepted. If the shipper accepts the basic liability, coverage will be 0.60 cents per pound per item.

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Household Goods Tariff No. 1

Rule No. RULES AND REGULATIONS

80. CLAIMS

A) Any claims for loss, damage or over charge shall be in writing and shall be accompanied by the bill for transportation and two estimates for repair or replacement. Carrier may require a certified or sworn statement of claim.

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.

C) Limitation of time for filling claims shall be 7 days from the delivery date. The carriers 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, but in no event to exceed the released value to a lump sum for the entire shipment, such proportion of the actual value of the article or articles lost or damaged as shall be determined under Rule. 70 ALL PROPERTY DAMAGE MUST BE NOTED ON PAPERWORK ON THE DAY OF THE MOVE.

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 while the shipper is not present, carrier will not be liable for anything lost, stolen, or damaged from the property.

E) If the carrier is directed to load property while the shipper is not present, carrier will not be held liable for mistakes, damage, hourly rate time miscalculations, or anything claimed but not witnessed by the shipper or the shippers agent.

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Rule No. **RULES AND REGULATIONS**

80 Cont. Claims

F) The carrier's liability with regards to sets or matched pieces shall be limited to the individual lost or damaged pieces and not the whole set. This will not exceed (1) the standard liability of 0.60 cents per pound per article and or (2) the declared value the shipper might have purchased additional insurance for.

G) The services provided by this tariff only include moving services and in no case will include any kind of service of any appliances or electronics or other units requiring special servicing and licensed technicians.

85. Claims for Lost or Damaged Freight or Baggage

A claim by a shipper or consignor against a common or 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. 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.

A denial of the claim may be appealed by the shipper or consignor to the Authority.

90. Failure to Make Delivery

A) When the carrier is unable to make the delivery or locate the shipper at the address provided, or if the shipper is unable or does not have the ability to submit payment and/ or accept delivery, notification of failure to make delivery will be mailed or communicated to the shipper, and in such case carrier shall have the right to store shipment in storage or warehouse of shipper's choice. In such case shipper's liability shall end as soon as carrier unloads the freight or baggage from shipper's truck, and delivered to warehouse/ storage personnel.

B) In case where a "subsequent delivery" is called for and made, charges will be assessed for such "subsequent delivery" on the basis of charges lawfully applicable from carrier's terminal or from the public warehouse AS THE CASE MAY BE to place of delivery.

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Household Goods Tariff No. 1

Rule No. RULES AND REGULATIONS

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.

B) The condition will be considered impracticable, when it is physically impossible for carrier to preform pick-up of shipment of origin address or to complete delivery of shipment at destination address with normally assigned road haul equipment, due to structure of building inaccessibility by highway inadequate or unsafe public or private road over head obstructions, narrow gates, sharp turns, trees, shrubbery, deterioration of roadway due to weather conditions, or nature of an article at point of pick up or destination, and carrier shall have the right to refuse continuation of service until shipper provides alternative option.

C) If the shipper does not accept delivery or does not have the ability to submit the funds that are agreed upon in his or her contract, the shipper has the right to place the shipment in storage facility of the carriers choice until all funds have been paid. Including any additional services that had to be preformed as a result of that denial to accept delivery or inability to accept delivery. At that point the carriers liability will end as soon as all items are unloaded from the truck.

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 of the following.

A) The conditions of the roads, streets, driveways, alleys, or approaches thereto would subject operations to unreasonable risk or loss or damage to life or property;

B) loading or unloading facilities are inadequate;

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Household Goods Tariff No. 1

Rule No. RULES AND REGULATIONS

110 Cont. Impracticable Operation

C) Any force majeure, war, insurrection, riot, civil disturbance, strike, picketing, or other labor disturbance 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 delivery or any other service from or to or at other points or locations.

120. 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 (See Rule # 70)

130. Moving and Packing

A) Articles of fragile or breakable nature must be properly packed and marked. No claims will allowed on any items that are not packed by the carrier.

B) 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 240 of this tariff will be assessed. Unless the shipper waives the preparation and any and all liability damage/ loss caused by the moving of these items in writing, at which point no liability will be assessed by the carrier.

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Rule No. RULES AND REGULATIONS

135. Bill of Lading

Upon completion of the 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 names of the consignor or the consignee.
- B) Name and address of the carrier.
- C) Points of origins and destinations.
- 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) Weight of the shipment, if applicable.
- H) The route over which household goods were transported, The name of the point of the transfer and the name of each carrier participating in the transportation.
- I) The numbers of 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 the service.
- L) Any other charged incident to the transportation.
- M) A statement that carriers rates are subject to regulation by the Authority.
- N) Any other information required by the Authority.

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Rule No. RULES AND REGULATIONS

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 in full by Cash, Money Order, Check, Credit Cards (Visa, Master Card, Discover etc) 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) After 7 days, with proper notice, carrier shall have all rights to sell, as shipper's agents, at public or private sale any property of shipper's in satisfaction of any charges not paid in full.

D) Upon default by the shipper, carrier is entitled to collect actual collection cost, actual attorney fees, expert fees, court cost, arbitration cost accrued by carrier to collect all past due balances.

150. Pick-up and delivery at warehouse

Except as otherwise provided herein, if shipment is delivered to or picked up at warehouse, the rates for transportation include only the loading or unloading 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 use of the vehicles or facilities.

170. Waiting or Delay

When a vehicle is held for convenience of shipper or consignee through no fault of the carrier, a charge for waiting time will apply at the hourly rates as seen in Rule 240.

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Rule No. RULES AND REGULATIONS

180. Inspection of Packages

When the carrier or his/her agent believes it is necessary that the contents of the packages be inspected, he/she 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 freezer cabinets, radios, record players, washing machines, dryers, television sets, air conditioners, television aerials. and the like which, if not properly serviced, may be damaged in, or incident to, transit; nor is liability assumed for such damage.

200. Advancing of Charges

Charges advanced by carrier for services of others engaged at the request of the shipper will be supported by the carrier with a copy of an invoice setting forth the services rendered, charges and basis thereof, together with references applicable schedule of tariff charges as assessed in accordance therewith.

When third persons are engaged by the carrier to preform any domestic or maid service the carrier will not assume responsibility for their activities or conduct; amount of their charges; nor for the quality of service furnished, except as otherwise provided.

The charges so advanced are in the addition to and shall be collected with all other lawful rates and charges.

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.

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Rule No. RULES AND REGULATIONS

220. Early Termination Of Shipment

A) The carrier reserves the right to stop work at any time and demand payment for time worked and time estimated to complete work.

B) The shipper reserves the right to stop work at anytime. Minimum charges will apply and if goods are at that point in the truck shipper will be responsible for the time it takes the carrier to unload the truck.

230. Estimate Of Charges

If requested by the shipper, the carrier will preform a visual inspection of the goods and provide the shipper written estimate of 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 upon the carrier's tariff 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 service.

240. Application of Rates

A) Hourly Rates For Workers And A Truck:

All shipments having a point of origin and destination within Nye County, Nevada are subject to hourly rates based on the number of men on the crew and one moving truck. All shipments in this section will also be charged a one time travel charge as follows:

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Household Goods Tariff No. 1

Rule No. RULES AND REGULATIONS

240 Cont. Application Of Rates

A) Hourly Rates For Workers And A Truck (Cont):

2 Men and a Truck - \$80.00 per hour plus an \$80.00 travel fee.

3 Men and a Truck - \$104.00 per hour plus a \$104.00 travel fee.

4 Men and a Truck- \$115.00 per hour plus a \$115.00 travel fee.

B) Hourly Rates For Workers And A Truck (Cont):

All Shipments having a point of origin and/ or destination outside of Nye County, Nevada are subject to hourly rates based on the number of men on the crew and one moving truck. All shipments in this section will also be charged a one time travel charge plus a rate per mile for miles traveled outside of Nye County as follows:

**2 Men and a Truck - \$80.00 per hour plus an \$80.00 travel fee
plus \$1.00 per mile for miles traveled outside of Nye County.**

**3 Men and a Truck - \$ 104.00 per hour plus a \$104.00 travel fee
plus \$1.00 per mile for miles traveled outside of Nye County.**

**4 Men and a Truck- \$115.00 per hour plus a \$115.00 travel fee
plus \$1.00 per mile for miles traveled outside of Nye County.**

C) Minimum Charges

All shipments are subject to a two (2) hour minimum charge. All charges are subject to a minimum of 2 men and 1 vehicle. Chargeable time for hourly rates commences upon arrival at point of origin. Chargeable hourly rates, not including the travel charge or mileage charge, cease upon departure from point of destination.

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Rule No. RULES AND REGULATIONS

240 Cont. Application of Rates

D) Delivery Rates For Individual Items:

Carrier will move individual pieces of major appliances, furniture or equipment for a flat fee plus a mileage rate charged port to port from the carrier's dock back to the carrier's dock as follows:

- 1-2 pieces **\$60 Plus \$1.00 per mile port to port.**
- 3-4 pieces **\$80 Plus \$1.00 per mile port to port.**
- Pianos, Hot Tubs, and items over 300LBS **\$150 Plus \$1.00 per mile port to port.**

E) Overnight Truck Storage Fee: \$100.00 will be charged in addition to charges listed in the tariff if the shipper requests items to stay in the truck overnight.

F) Packing and Unpacking Rates:

The carrier will charge \$40 per worker to pack and unpack items at customer's request. Packing materials and containers costs utilized in packing process will be added to final bill, Once there is a count of the materials and containers used to complete the job.

G) Overtime:

At customer's request, Overtime after 8 hours is available at the following hourly rates:

2 Men and a Truck: \$120.00

3 Men and a Truck: \$156.00

4 men and a truck: \$173.00

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