

CPCN No.3047

Original Title Page

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.

Owens Bros. Transfer Co.  
CPCN #3047  
NEVADA HOUSEHOLD GOODS TARIFF NO. 1

NAMING

LOCAL AND LONG DISTANCE TRANSPORTATION CHARGES  
ALSO  
ACCESSORIAL SERVICE CHARGES, MISCELLANEOUS SERVICE CHARGES, HOURLY  
RATES AND REGULATIONS

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

BETWEEN

ALL POINTS AND PLACES WITHIN WASHOE, DOUGLAS, CARSON CITY, LYON,  
CHURCHILL, AND STOREY COUNTIES, NEVADA ON ONE HAND AND POINTS AND  
PLACES WITHIN THE STATE OF NEVADA ON THE OTHER HAND

Issued:  
April 4, 2019

Issued by: Chris Chambers,  
President  
Owens Bros. Transfer Co.  
2589 Wildhorse #6  
Minden NV 89423

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Owens Brothers Transfer Co., Inc.  
Household Goods Tariff Number 1

Checking Sheet For Tariff

Upon receipt of new or revised pages, a check mark must be placed opposite the A Correction Number (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 omission. However, if check marks indicate that a new or revised page has not yet been received, request should at once be made to the issuing carrier for a copy of the new or revised page.

Correction Numbers

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2	8	14	20	26	32
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Explanation of Abbreviations and Other Reference Marks

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

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Household Goods Tariff Number 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 all points and places within Washoe, Douglas, Carson City, Lyon, Churchill, and Storey Counties, Nevada on one hand and points and places with in the state of Nevada on the other hand. This is inclusive of general commodities, furnishings, stock, and equipment or other supplies to and from stores offices and other establishments, on call, over irregular routes.

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10. Application of Rates - Commodity Description

The rates named in this tariff apply to personal property, including furniture, baggage, equipment, stock, supplies of residences, stores, offices or other establishments.

20. Application of Rates - Territory

The rates named in this tariff apply to between all points and places within Washoe, Douglas, Carson City, Lyon, Churchill, and Storey Counties, Nevada on one hand and points and places with in 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 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 packet of letters, precious stones or articles Manufactured therefrom, or perishable articles. Should such articles come into possession of the carrier without its knowledge, responsibility for safe delivery will not be assumed. Firearms, hazardous materials, explosives, dangerous goods or property liable to impregnate or 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 for shipment article which cannot be taken from the premises without damage to the article or the premises

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**60. Complete Article**

Each shipping piece or package and contents thereof constitute one article except the total Component part 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 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 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 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

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 \$0.60 per pound per article will apply (see Rule 120)

**80. Claims**

A. Any claims for loss, damage or overcharge shall be in writing and shall be accompanied by a Copy of the bill for transportation

B. Carrier shall be immediately notified of all claim for concealed damage and shall be given Reasonable opportunity to inspect alleged concealed damage in original package.

C. The carrier's liability shall not exceed the cost of repairing or replacing the property lost or damaged with material of like kind or quality not exceeding the actual cash value of the property at the time and place of loss, with due allowance for depreciation or deterioration howsoever caused. In no event shall the carrier's liability exceed: (1) the released value not exceeding \$0.60per pound per article; (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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80. Claims cont.

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 or 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.

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: (A) Compensate the shipper or consignor; or (B) 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 Nevada Transportation Authority at 702-486-3303 or <http://www.nta.nv.gov>

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**90. Failure to Make Delivery**

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 the instructions of the shipper or consignee, notification of failure to make delivery will be mailed to the consignee, consignor or owner, and/or written notice delivered to the premises where actual delivery was to be effected. At the option of the carrier, shipment may be placed in a public warehouse, and upon such placement liability to carrier shall immediately cease and liability shall thereafter be only that of the warehouseman in possession.

B. In cases where a "subsequent delivery" is called for and made, charges will be assessed for such "subsequent deliver" 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.

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 included in the shipment the carrier shall hold itself responsible only to tender pick-up or delivery to the nearest point of approach to the desired location where the road haul equipment can be made safely accessible.

C. Upon the request of the shipper, consignee or owner of the goods, the carrier will use or engage smaller equipment than its normal road haul equipment or 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 certificated vehicle (if used) will be as provided in Rule 300 and shall be in addition to all other transportation or accessorial charges.

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100. Impracticable Pick-up or Delivery cont.

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 shipment, 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 charges to cover the movement of the shipment or part thereon from the point at which it was originally tendered to warehouse location shall constitute a new shipment, subject to applicable rates as provided in tariff from the 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

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 or property;
- B. Loading or unloading facilities are inadequate; or
- 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 or 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. Marking and Packing

- A. Articles of a fragile or breakable nature must be properly packed. No claims will be allowed on any such items that are not packed by the carrier.
- B. The content of all desk or dresser drawers, other than clothing, must be removed. File cabinets with contents must be locked or otherwise securely fastened.

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**130. Marking and Packing Cont.**

- C. Oversized or unique items including pool tables, riding lawn mowers, riding snow blowers and motorcycles will result in extra charges to the shipper for the delivery of such individual items as shown in Rule 300.
- 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.
- F. See Rule 300 for packing labor rates.

**135. CARRIERS OF HOUSEHOLD GOODS: BILL of PAYMENT:**

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 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 number of vehicles which transported the household goods;
- H. An adequate description of the property transported;
- I. The rate charged for the service;
- J. Any other charge incident to the transportation;
- K. Any other information required by the Nevada Transportation Authority
- L. 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
- M. A statement that the carrier's rates are subject to regulation by the Authority

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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 final charge have been paid by cash, money order, credit cards (Visa or Master Card) or cashier's check, except where other arrangement 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 shall have the right to sell, as shipper's agent, at public or private sale, any property of shipper's in satisfaction of any charge not paid in full
- E. Upon default by the shipper, carrier is entitled to collect legal fees, costs and interest as provided in the contract

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 regulation the transportation of the property, or the use of the vehicles and 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 shown.

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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 aerials or other articles or appliances requiring special servicing, prior to or immediately after transportation.

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 or maid service, the carrier will not assume responsibility for their activities or conduct; amount of their charges; nor for the quality or quantity of service furnished, except as otherwise provided.

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.

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**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 carrier in carrier's record of shipment.

The estimate shall be based upon the carrier's tariff filed with the Nevada Transportation Authority. The final charge for transporting shipper's good 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 services

**300. Application of Rates**

Carrier will charge hourly rates for use of vehicle and cost of labor for moving and/or packing. All charges begin at the point of pick up and end at the point of drop off location for the shipment. The drive-time between the point of pick up and the point of drop off will be doubled for each trip from the point of pick up to the point of drop off

A. Hourly Rates as follows:

Two men and a truck	\$132/hour
Each additional man or truck	\$44/hour

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300. Application of Rates Cont.

B. Minimum Charge:

All shipments are subject to a 5 hour minimum charge for two men and a truck, unless otherwise agreed upon by the shipper and carrier in advance. Moves that are scheduled at night (after 5pm) and/or Sundays are charged 2 times the regular rate

C. Materials and Container Charges:

Shipper will incur additional charges from those listed in the tariff for purchases or rentals on all packing material, boxes, containers and crates. Charges for packing materials, boxes, containers and crates are subject to state sales taxes. These charges will be in addition to charges specified in this tariff.

D. Overnight Truck Storage Fee:

A fee of \$400/night will be charged in addition to charges listed in the tariff if shipper requests items to stay in truck overnight.

E. Overtime:

At the customer request, overtime after 8 hours is available at the following rates:  
Over 8 hours in a given day @ 1 ½ times the regular rate

F. Oversized and Unique items:

A charge of \$350 will apply to items including pool tables, riding lawn mowers, riding snow blowers and motorcycles.

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