

## **COMMERCIAL RELOCATION TARIFF**

**Trend Moving LLC**

**14 Liberty Drive, Londonderry, NH 03053**

**Phone: 855-509-6683 ICC/MC: 1027437 DOT: 3092893**

**Effective Date: 05/01/2020**

**Mover Carrier's Full Company Name: Trend Moving LLC**

**Contact: Zach Mathieu**

**Address: 14 Liberty Drive, Londonderry NH 03053**

**Phone: 855-509-6683**

**ICC/MC 1027437**

**DOT: 3092893**

**Website: [www.trendmoving.com](http://www.trendmoving.com)**

**E-mail: [Info@trendmoving.com](mailto:Info@trendmoving.com)**

**AVAILABILITY OF THE PUBLISHED TARIFF** (Effective: May 1, 2020) The federal law governing interstate domestic carriers of household goods, specifically 49 CFR section 375.213 (a) (3) and 49 USC section 13702 (c) (1), this tariff is available for inspection/reviewing upon reasonable request made by representatives of the United States Department of Transportation, Federal Motor Carrier Safety Administration or shippers

You may contact the moving company to make arrangements to inspect/view this tariff, and its provisions, contact the moving company which will accommodate a reasonable request.

**Tariff:**

**Application:** This document governs all sections of this tariff unless a specific exclusion is made within an individual section; the rates named in this tariff include one pickup and loading at the point of origin and one delivery and unloading at point of destination unless it is specifically noted otherwise.

Pursuant to 49 USC § 13702, transportation rates in this tariff apply only on the movement of household goods, as defined in 49 CFR § 1310.1 (c), in common carriage by motor vehicle over irregular routes and in interstate commerce pursuant to the operating authority issued to the carrier by the United States Federal Motor Carrier Safety Administration.

The carrier is authorized under this tariff to provide services based on either binding OR non-binding OR Guaranteed Not to Exceed estimates. In addition, charges for line haul services may

be based on either the amount of weight in pounds and/or the length of mileage the property is being transported OR the amount of cubic feet occupied by the property on the transport vehicle. The carrier may also charge based on an hourly rate. If the line haul is charged based on cubic feet or an hourly rate then the estimate provided must be binding.

**Shipping documents:** All Bills of Lading, Orders of Service, and other shipping documents used by the carrier are applicable to this tariff and incorporated by reference herein.

**Brokers:** The Carrier is authorized to undertake moves that were booked by licensed brokers. Under the terms of the agreement between the Broker and Carrier ("409 agreement") Carrier shall adopt the broker's estimate as its own. Rates charged by the broker shall be at a different rate than carrier's tariff and shall be based upon broker's tariff rates which are incorporated by reference into this document.

**Authorized Carriers:** the following carriers are authorized to use this tariff, and operate under its terms and conditions:

**All Published Tariff rates subject to a discount up to 70% on top of the discount rates listed in this tariff based on time of year, promotions, specials, coupons, road conditions, weather, etc.**

**LEGAL TARIFF NOTICE:**

Moving companies by Law must charge customers the exact rates published in the tariff. All moving company may not charge a customer more or less than the tariff rate. All charges for services provided to a customer must exactly match the rates of the tariff. For example, if a tariff does not designate charges for long carry or stairs, then the moving company cannot charge a customer for those services. Changes to prices and the addition of new services may only be added to a tariff if properly documented and published. No services may be offered to a customer which are not provided for in the tariff.

The moving company's tariff must be published and made available to any shipper whom makes a reasonable request to view it. Tariffs must be kept updated and available to any representative of the D.O.T. who makes a request to view it. Moving companies must provide written notice to customers of the availability of the tariff.

Tariff rates for line haul and accessorial services must not be randomly discounted. Uniform discounts, properly documented, may be applied to the fixed tariff rates. Moving companies may not charge or receive different rates for services other than the rates specified in the tariff. This includes not offering or returning a discount or part of the rate to a customer.

Overcharging or undercharging are both civil and criminal violations. Any person who charges at a rate over or under the tariff rate shall be liable for a civil penalty of up to \$100,000.00 for each individual violation.

Criminal violations for any person who charges a rate over or under the tariff rate can be subject to criminal charges and penalties. Criminal penalties for tariff violations include financial fine and/or a sentence to prison for up to two (2) years for each individual violation. Moving companies who use agents or subcontractors to perform services can be held civilly and criminally liable for the actions of their agents.



### **§ 13702 (a) (2). Tariff requirement for certain transportation**

(a) In General. — Except when providing transportation for charitable purposes without charge, a carrier subject to jurisdiction under chapter 135 may provide transportation or service that is (1) In noncontiguous domestic trade, except with regard to bulk cargo, forest products, recycled metal scrap, waste paper, and paper waste; or (2) For movement of household goods; Only if the rate of such transportation or service is contained in a tariff that is in effect under this section. The carrier may not charge or receive a different compensation for the transportation or service than the rate specified in the tariff, whether by returning a part of that rate to a person, giving a person a privilege, allowing the use of a facility that affects the value of that transportation or service, or other device. A rate contained in a tariff shall be stated in money of the United States.

**§ 1310.2 Requirement to maintain tariffs.** (a) Except when providing transportation for charitable purposes without charge, carriers subject to the Board's jurisdiction under Chapter 135 of Title 49 of the United States Code, may provide transportation or service for movements of household goods only if the rates, and related rules and practices, for such transportation or service are contained in a published tariff that is in effect under this section. The carrier may not charge or receive a different compensation for the transportation or service than the rate specified in the tariff, whether by returning a part of that rate to a person, by giving a person a privilege, by allowing the use of a facility that affects the value of that transportation or service, or through another device. Tariffs shall be published in the English language and rates shall be stated in money of the United States.

**§ 375.213 information must provide to a prospective individual shipper?** (a) When you provide the written estimate to a prospective individual shipper, you must also provide the individual shipper with a copy of Department of Transportation publication FMCSA-ESA-03-005 (or its successor publication) entitled "Ready to Move?". (b) Before you execute an order for service for a shipment of household goods, you must furnish to your prospective individual shipper all five of the following documents: (1) The contents of appendix A of this part, entitled "**Your Rights and Responsibilities When You Move**" (Department of Transportation publication FMCSA-ESA-03-006, or its successor publication). (2) A concise, easy-to-read, accurate estimate of your charges. (3) A notice of the availability of the applicable sections of your tariff for the estimate of charges, including an explanation that individual shippers may examine these tariff sections or have copies sent to them upon request. (4) A concise, easy-to-read, accurate summary of your arbitration program. (5) A concise, easy-to-read, accurate summary of your customer complaint and inquiry handling procedures. Included in this description must be both of the following two items: (i) The main telephone number the individual shipper may use to communicate with you. (ii) A clear and concise statement concerning who must pay for telephone calls. (c) To comply with paragraph (b) (1) of this section, you must ensure that the text and general order of the document you produce and distribute to prospective individual shippers are consistent with the text and general order of appendix A to this part. The following



three items also apply: (1) If we, the Federal Motor Carrier Safety Administration, choose to modify the text or general order of appendix A, we will provide the public appropriate notice in the **Federal Register** and an opportunity for comment as required by part 389 of this chapter before making you change anything. (2) If you publish the document, you may choose the dimensions of the publication as long as the type font size is 10 points or larger and the size of the booklet is at least as large as 36 square inches (232 square centimeters). (3) If you publish the document, you may choose the color and the design of the front and back covers of the publication. The following words must appear prominently on the front cover in 12- point or larger bold or full-faced type: "Your Rights and Responsibilities When You Move. Furnished by Your Mover, as Required by Federal Law." You may substitute your name or trade name A place of "Your Mover" if you wish (for example, *Furnished by XYZ Van Lines, as Required by Federal Law*). (d) Paragraphs (c) (2) and (c) (3) of this section do not apply to exact copies of appendix A published in the **Federal Register** or the Code of Federal Regulations. 19. Amend § 375.401 by re-designating Paragraphs (a) through (g) as paragraphs (b) through (h), adding paragraph (a), and revising, re-designated paragraphs (b) and (e) to read as follows:

**49 USC SECTION 14903 (a) (b) (c)** (a) Civil Penalty for Undercharging and Overcharging. - A person that offers, grants, gives, solicits, accepts, or receives by any means transportation or service provided for property by a carrier subject to jurisdiction under chapter 135 at a rate different than the rate in effect under section 13702 is liable to the United States for a civil penalty of not more than \$100,000 for each violation. (b) General Criminal Penalty. - A carrier providing transportation or service subject to jurisdiction under chapter 135 or an officer, director, receiver, trustee, lessee, agent, or employee of a corporation that is subject to jurisdiction under that chapter that willfully does not observe its tariffs as required under section 13702, shall be fined under title 18 or imprisoned not more than 2 years, or both. (c) Actions of Agents and Employees. - When acting in the scope of their employment, the actions and omissions of persons acting for or employed by a carrier or shipper that is subject to this section are considered to be the actions and omissions of that carrier or shipper as well as that person. (d) Venue. - Trial in a criminal action under this section is in the judicial district in which any part of the violation is committed or through which the transportation is conducted.

### Payment:

**Forms of Accepted Payments:** Cash, Check, all credit or debit cards (3% processing fee applies for all card use).

**Upon booking,** a \$200 deposit is required for scheduling, in the form of any accepted method of payment.

**Upon pickup:** Up to 60% payment will be due in the form of any accepted payment method. The remaining balance must be paid in full upon delivery.

**Upon Delivery** by form of accepted payment method, the remaining balance of the bill is due.



(The Subject to federal law, payment in FULL of all charges is required before delivery and prior to unloading – Subject to the 110% law, if applicable. All charges are based on full tariff rates. Carrier reserves the right to collect up to 60% of the balance due prior to the goods leaving the origin state

**Season Peak rates:** All Published Tariff rates subject to 10% increase in the Season Peak rates  
Season Peak rates Start Date **April 15** End Date **September 30** of every year.

**Fuel surcharge:** There will be a fuel surcharge of up to **19%** fuel surcharge of the estimate.

**Pickup and Delivery:** The Carrier reserve the rights to pick up the shipment up to **5 days** before or after the schedule move date for less than 7500 lbs. The Carrier reserves the rights to Delivery the shipment up to **5 days** before or after the schedule Delivery date for less than 7500 Lbs.

**The minimum charge for transporting a shipment of at least 1,000 pounds (453.59 kilograms).**

**Acceptance of shipment by Representative:** Shipment at pickup or delivery by a representative of the shipper or consignee, such as agent, superintendent, and employee of shipper, employer of the shipper or real estate shall be considered to constitute acceptance of the property and the terms and considered as the shipment was received by the shipper them self.

**Impracticable Operations:** The carrier is not required to perform any service at any time, point or location where through no fault or neglect of the carrier, the furnishing of such services is deemed to be inadvisable and therefore impracticable due to 1. The physical condition of the roads, streets, driveways, alleys, or approaches thereto would subject operator and/or equipment to unreasonable risk, loss, or damage to life or property. 2. Inadequate docking, loading or unloading facilities 3. Any and all disturbances including but not limited to force major, war, riot, civil disturbance, strike, picketing that would subject the operator to unreasonable risk of loss or damage to life or property or unreasonably jeopardize the ability of the carrier to render the line haul or pickup or delivery or any other service to or from points or locations. 4. Where law, regulation, or reasons beyond carriers control prohibits and/or prevents the Carriers hauling contractors, employees, or agents, from entering premises where a pickup or delivery is to be made.

**Dangerous or Hazardous Materials** The shipper has to notify the carrier in writing for any goods or Hazardous materials include inflammable, explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives, and radioactive materials.

**Examples:** Nail polish remover, paints, paint thinners, lighter fluid, gasoline, fireworks, oxygen bottles, propane cylinders, automotive repair and maintenance chemicals, and radiopharmaceuticals. There are special exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in the household goods and certain smoking materials carried on your person. The Carrier shall be under no liability to make any general average contribution in respect of such goods. The Shipper undertakes that such goods are packed in a manner adequate to withstand the risk of Carriage having regard to their nature and compliance with all laws or regulations which may be applicable during Carriage and handling. Whether or not the Shipper was aware of the nature of the goods, the Shipper shall indemnify



the Carrier against all claims, losses, damages, liabilities or expenses arising in consequences of the Carriage of such goods. Extraordinary value will NOT be accepted in such cases. Unless otherwise provided, the following property will not be accepted for shipment: coin, banker bills any currency, drafts, deeds, notes, or valuable papers of any kind, any collections, revenue stamps, jewelry, postage stamps, letters or packages of letters, precious articles or stones, manufactured therefore or perishable articles. Should such articles come into the possession of the carrier without his knowledge, there will be no responsibility for a safe delivery.

**Lawsuits: MANDATORY CHOICE OF LAW, VENUE AND JURISDICTION.** If a lawsuit becomes necessary to resolve any dispute between the carrier and shipper, said suit shall and must only be brought in circuit or county court in the City **Derry** State **NH** County **Rockingham** Suits involving disputed over interstate shipments must be limited to the governing federal law. Both parties agree to submit themselves to the jurisdiction of the **NH** Courts and agree given the relationship to the state, such exercise is reasonable and lawful. Shipper consents to jurisdiction in City **Derry** State **NH** County **Rockingham** and hereby waives the right to be served within the State of **NH**.

In the event litigation is necessary, the carrier shall recover from the shipper any and all reasonable attorney fees, administrative costs and court costs incurred as a result of the litigation. The parties hereby waive any participation or involvement in any class action lawsuits against carrier or shipper. Given the nature of this contract as it involves moving personal property, both parties agree to hold as confidential all events, transactions, circumstances, agreements, terms and conditions, and actions of either party. Failure to comply with this section may result in a breach of contract and subject the shipper to legal liability.

**Liens:** If the Shipper fails to pay the applicable charges within 30 (thirty) days of the date of delivery was attempted and or refused, the carrier shall have a lien against any and all property tendered to it, and shall be authorized to sell the property at auction of the shipper. If delivery is refused, it will be assumed that the shipper abandons all rights to the property unless the carrier is otherwise notified in writing. All fees including legal fees, collection fees and auction fees shall be applied to the total outstanding balance due by the shipper to the carrier.

**Others: A. Collection Fees:** Shipper shall be responsible for any and all charges the carrier incurred in the course of collection, including but not limited to, fees for collection agent, attorney, court fees and costs.

**B. Interest Charges:** In accordance with the appropriate federal law, an interest charge of the maximum amount allowed by law or 1.5% per month or fraction thereof (18% per annum) shall automatically be added to all delinquent accounts.

**C. Insurance:** the cost of any insurance for the benefit of the shipper will not be assumed by the carrier.

**D. Accord and Satisfaction:** At delivery or any time before delivery if both parties agree to the amount due to the shipper, and then payment of said amount shall constitute an accord and satisfaction of all claims between carrier and shipper regarding this contract, including, but not limited to damage or missing property. In the event that a job is canceled while in progress, the shipper shall be responsible for any reasonable charges incurred for the services rendered.

**E. Severability:** If any portion or particular section of this tariff is found to be unenforceable for any reason it shall not affect the remainder of the terms and conditions contained in any other section of this tariff and shipper expressly acknowledges same.

**F. Classification of parts or pieces as a complete article:** Each shipping piece or package and the contents thereof shall constitute one article. However, when all of the component parts of any article must be taken apart of knocking down for proper handling or loading into the vehicle the total of those parts shall constitute only one article for the purpose of determining the carrier's liability.

**G. Servicing Special Articles:** The rates in this tariff are for transportation and do not include the servicing of any item even if not properly servicing that item may damage item in transit. The shipper agrees that unless it is expressly listed in writing, carrier shall not be responsible for the servicing of any articles or appliances including, but not limited to clocks, computers, printers, CD players, refrigerators, freezers, washing machines, clothing dryers, dishwashers, radios, television sets, VCR's, DVD players, air conditioners and any other business machines which, if not properly serviced might be damaged during or incident to transit.

#### **Charge by Hour/Day**

<b>Charges</b>	<b>Rate</b>
<b>2 Men</b>	<b>Up to \$195 per hour</b>
<b>3 Men</b>	<b>Up to \$265 per hour</b>
<b>4 Men</b>	<b>Up to \$295 per hour</b>
<b>5 Men</b>	<b>Up to \$305 per hour</b>
<b>6 Men</b>	<b>Up to \$345 per hour</b>
<b>Additional Labor</b>	<b>Up to \$75 per man</b>
<b>Trucking</b>	<b>Up to \$250 per truck per day</b>
<b>Mileage</b>	<b>Up to \$250 per truck per day</b>



**Trend Moving LLC holds the right to discount up to 75% on storage rates vary depending on availability and seasonality and quantity of Vaults Needed.**

**7x5x7 Vaults will be charged up to \$175 per vault storage per month**

**\*All customers who need access to items inside of vaults needs to be accompanied by a Trend Moving LLC employee and will be charged an hourly rate of \$50 per hour.**

**Carrier:** providing transportation of household goods, offers some or all of the following additional services: (1) Binding and non-binding estimates, (2) Inventory, (3) Protective packing and unpacking of individual items at personal residences, and (4) Loading and unloading at personal residences.

**Binding estimates:** When the shipper receives a binding estimate, the carrier cannot request the shipper to pay any amount more than the estimated amount at delivery. If the carrier requested by the shipper to provide more services than those included in the estimate, the carrier must not demand full payment for those added services at time of delivery. Instead, the carrier must bill for those services later. Such services might include destination charges that often are not known at origin (such as shuttle charges, long carry charges, or extra stair carry charges). A binding estimate must be in writing, and a copy must be made available to the shipper **before** the move and prior to loading. If the shipper is unable to pay at the time the shipment is delivered, the mover may place your shipment in storage at your expense until you pay the charges. **Storage Fees may be Apply post contract Under 49 USC 13707(b)(3)(C)** payment for all post contract optional services is required before delivery and prior to unloading.

If, before loading your shipment, the carrier believes that the shipper are tendering additional household goods or are requiring additional services not identified in the binding estimate, and the shipper and the carrier cannot reach an agreement, the carrier may refuse to service the shipment. If the carrier agrees to service the shipment, the carrier must do one of the following three things.

- (a) Reaffirm the binding estimate.
- (b) Negotiate a revised written binding estimate listing the additional household goods or

services.

(c) Add an attachment to the contract, in writing, stating you both will consider the original binding estimate as a **non-binding** estimate. Before you agree to this option, read the information about non-binding estimates in the non-binding (section next section). Accepting a non-binding estimate may seriously **affect** much you may pay for the entire move.

If the carrier believe additional services are necessary to properly service a shipment after the bill of lading has been issued, you must inform the individual shipper what the additional services are before performing those services. You must allow the shipper at least one hour to determine whether he or she wants the additional services performed. If the individual shipper agrees to pay for the additional services, the carrier must execute a written attachment to be made an integral part of the bill of lading contract and have the individual shipper sign the written attachment. This may be done through fax transmissions; e-mail; overnight courier; or certified mail, return receipt requested. The carrier bills the individual shipper for the additional services after 30 days from delivery. If the individual shipper does not agree to pay the additional services, the carrier should perform only those additional services as are required to complete the delivery, and bill the individual shipper for the additional services after 30 days from delivery, except that you may collect at delivery charges for impracticable operations that do not exceed 15 percent of all other charges due at delivery.

**(49 U.S.C. Section 375.401)** A **binding estimate** is an agreement made in advance with your individual shipper. It guarantees the total cost of the move based upon the quantities and services shown on your estimate, which shall be based on the physical survey of the household goods, (Individual shipper may elect to waive a physical survey). You may impose a charge for providing a written binding estimate. The binding estimate must indicate that you and the shipper are bound by the charges.

**Non-binding estimates:** Non-binding estimates are not always accurate; actual charges may exceed the estimate. A **non-binding** estimate is what the carrier believes the total cost will be for the move, based upon the estimated weight of the shipment and the accessorial services requested. A non-binding estimate is not binding. The carrier will base the final charges upon the actual weight of the shipment, the services provided, and its tariff provisions in effect. The Shipper must also be prepared to pay at delivery the charges for pay 10 percent **(49 U.S.C. Section 375.407 110% percent or less of the non-binding estimate)** more than the estimated amount upon the actual weight of the shipment at delivery any additional services requested after the contract was executed (charges therefore not included in the estimate) and any charges for impracticable operations. Impracticable operations are defined in your carrier tariff. Charges for impracticable operations due at delivery must not exceed 15 percent of all other



charges due at delivery.

**110% Rule(49 U.S.C. Section 375.407):** Refers specifically to Non-binding estimated charges, and the carrier's reasonably accurate estimate of the amount of the charges, as well as the method of payment of the total charges, and the maximum amount (110 percent of the non-binding estimate) that your carrier can demand at the time of delivery

**Weight:** Mover transports household goods on a non-binding estimate, must determine the actual weight of the shipment in order to calculate its lawful tariff charge. If a mover provided a binding estimate and has loaded shipment without claiming you have added additional items or services, the weight of the shipment will not affect the charges. The mover must determine the weight of the shipment before requesting to pay for any charges dependent upon shipment's weight. The shipper has the right to view the weighing but must make this request to the carrier prior to the weighing so the carrier may give notice of the time and location where the vehicle will be weighed. Additional weight/cubic feet over the estimate: Additional pounds or cubic feet over the estimate will be charged at the same rate based on the estimate based on tariff rates.

**The minimum charge for transporting a shipment of at least 1,000 pounds (453.59 kilograms).**

**Certified Scale**—Any scale designed for weighing motor vehicles, including trailers or semi-trailers not attached to a tractor, and certified by an authorized scale inspector and licensing authority. A certified scale may also be a platform or warehouse type scale that is properly inspected and certified. **Estimate, Binding**—This is a written agreement made in advance with your mover. It guarantees the total cost of the move based upon the quantities and services shown on the estimate.

**Weight Disputes: Re-Weighing** It is the shipper's right under Federal law and it's free. To request that their property be reweighed if there is a dispute concerning the weight based on the original weight certificates. The shipper needs to simply call the moving company prior to the delivery of your property and request to have your shipment re-weighed. The carrier needs to re-weigh the shipper's property at no charge. To this request, you can find a weight scale location located near you searching [www.catscale.com](http://www.catscale.com) The weight station must be within 30 miles of the delivery location. At the delivery date the shipper must meet the driver at the weight scale to witness the truck being weighed. The shipper is responsible for his own transportation to and from the scale. The carrier drivers will not transport you.

After the weighing, the shipper must pay the balance due before unloading the truck. After payment has been made, the truck will be unloaded and all documents signed,

**Note:** If the same scale is used to weigh the truck, then the scale may only issue one weight certificate listing both weights Scaling.

**49 CFR part 372 Origin Weighing**—Your mover may weigh your shipment in the city or area where it loads your shipment. If it elects this option, the driver must weigh the truck before coming to your residence. This is called the *tare weight*. At the time of this first weighing, the truck may already be partially loaded with another shipment(s). This will not affect the weight of your shipment. The truck should also contain the pads, dollies, hand trucks, ramps, and other equipment normally used in the transportation of household goods shipments. After loading, the driver will weigh the truck again to obtain the loaded weight, called the *gross weight*. The net weight of your shipment is then obtained by subtracting the *tare weight* before loading from the *gross weight*. Gross Weight less the Tare Weight Before Loading = Net Weight.

**Destination Weighing** (Also called *Back Weighing*) —The mover is also permitted to determine the weight of your shipment at the destination after it delivers your load. Weighing your shipment at destination instead of at the origin will not affect the accuracy of the shipment weight. *The most important difference is that your mover will not determine the exact charges on your shipment before it is unloaded* Destination weighing is done in reverse of origin weighing. After arriving in the city or area where you are moving, the driver will weigh the truck. Your shipment will still be on the truck. Your mover will determine the *gross weight* before coming to your new residence to unload. After unloading your shipment, the driver will again weigh the truck to obtain the *tare weight*. The net weight of your shipment will then be obtained by subtracting the *tare weight* after delivery from the *gross weight*. Gross Weight less the Tare Weight After Delivery = Net Weight.

**Physical Survey:** A motor carrier need not conduct a physical survey if the household goods are located beyond a 50-mile radius of the location of the carrier's household goods agent preparing the written estimate provided to the individual shipper.

**Waiver:** Individual shipper may elect to waive a physical survey of the household goods. This waiver must be signed by the Individual shipper before the household goods shipment is loaded. The motor carrier must retain a copy of the waiver as an addendum to the bill of lading. The copy of the waiver agreement is subject to the same record retention requirements that apply to the bill of lading, as provided in § 375.505 (d).

**Inventory List:** The carrier must prepare an inventory of your shipment before or at the time of



loading after completing the inventory; you should sign each page and ask the Shipper to sign each page. The carrier must attach the complete inventory to the Bill of Lading as an integral part of the Bill of Lading.

**Bill of Lading:** This is the receipt for the goods that are being moved and the contract for their transportation. § 375.505 A motor carrier must write up a Bill of Lading. In the event that the shipper requests additional services after the Bill of Lading has been executed, the carrier shall collect the charges for these additional services at the time the shipment is delivered.

**Claims:** The shipper must file a written claim for loss or damage with the responsible carrier or its agent including a specified amount for the damages within nine (9) months after delivery. The carrier must acknowledge receipt of said claim within 30 days, and then must within 120 days' pay, deny or make a settlement offer or advise shipper of the status of the claim as well as the reason for any delay in the resolution of said claim. When the claim processing is delayed, the carrier must advise the shipper in writing of what information it is missing from the shipper. Once it has obtained all of the information needed to process the claim carrier must inform the shipper about the status of the claim at least every 60 days until the process is completed. Arbitration is generally only undertaken after the claims process has been completed and the carrier has made a settlement offer (or denial of the claim) to the shipper.

1. The claim must include photos and current market value of the item (s).

2. Photos Must be Sent by Certified Mail to the Main Office.
3. Damaged items must be made available for inspection by carrier or carrier's representatives upon request.
4. Mover (Carrier) will reply within 30 days of properly submitted claim by mail as to the decisions regarding the validity and / or course of action to address said claim.
5. Customer must reply / dispute as to the decision within 30 days by Certified mail.

Any claim arising from a pre-packed box will not be paid unless the packaging shows mishandling. Claim settlement will be actual cash value (depreciated value) not a replacement with like kind. Depreciation is based on the schedule as shown on [www.claimspages.com/documents/docs/2001D.pdf](http://www.claimspages.com/documents/docs/2001D.pdf) (see Attachment to this Tariff) Claims for "old" furniture will be paid on a depreciated basis. The most we will pay in settlement of a claim is 50% of the paid value or appraised value, or for the repair. In either case, the furniture will belong to the shipper. Claims for Materials that cannot withstand the rigors of transportation will be settled 75% of the paid value or appraised value, or for the repair. In either case, ownership of the items will be the shipper.

#### **Complaint and inquiry handling procedures.**

**Customer Service** In the event that you wish to make a complaint or submit an inquiry or otherwise contact **Trend Moving LLC** you may do so through our Customer Service Center in one of the following means of Communication: 1. Written communication should be sent to:

**Trend Moving LLC Attn: Customer Service 14 Liberty Drive, Londonderry, NH 03053**

2. If you desire more immediate attention than provided by the U.S. Postal Service you may, at your own expense, contact **Trend Moving LLC** at its main phone number, which is (855) 509-6683. **Trend Moving LLC** or its agents are not obligated to accept collect calls. The Customer Service Center is available **Mon-Fri from 9:00 AM to 7:00 PM ET** The Customer Service Center is also available on **Saturdays from 9:00 AM to 12:00 PM ET**. 3. **Trend Moving LLC** has a user-friendly web site ([www.trendmoving.com](http://www.trendmoving.com)). The web site provides additional information such as requesting a quote, and the option to e-mail the **Trend Moving LLC** Customer Service Center.

4. The **Trend Moving LLC** Customer Service e-mail address is: [info@trendmoving.com](mailto:info@trendmoving.com)

Response to your communications will be expedited if you refer to your order number when you call or write. Your order number may be found on your Order for Service or Bill of Lading, which is given to you at the time of the loading of your shipment. Please note that the Customer Service Center responds to various customer service concerns, such as billing



questions, destination services, disassembly / reassembly of items / packing / unpacking/ refunds /reimbursement/ and delay claims. The Customer Service Center is not trained in claims, which is addressed in Household Claims Section.

### **Dispute Resolution Programs:**

**A. Arbitration:** Arbitration is optional and not required under Federal law. A neutral arbitration program is designed so that neither the carrier nor the shipper has any special advantage. Should a dispute arise between the carrier and the shipper the parties may decide that arbitration is a mutually beneficial alternative to resolve the dispute outside of the court system. Section 49 U.S.C. Section 375.211 provides that a mover must have a program in place that provides shippers with the arbitration alternative.

**1. Summary of the arbitration process:** Arbitration is an alternative to the court process. It allows each party in the dispute to present their cases to a neutral third party called an arbitrator who makes a decision after weighing the merits and weaknesses of each party's case.

**2. Applicable costs:** There are two major benefits of the arbitration alternative: it may be less expensive than traditional litigation and the arbitrator may have had more experience with similar cases. The cost of arbitration is borne by both parties. Each party is responsible for one half of the costs associated with securing the arbitrator and 100% of their own expenses, including but not limited to attorney fees.

**3. Legal effects:** When both parties agree to arbitration, they can also agree that any decision made by the arbitrator is binding. Binding Arbitration means that the decision becomes the final resolution of the dispute and may not be appealed in a court of law. Although there are many arbitration programs available

**Legal effects:** If the arbitration alternative is chosen, then any decision made by the arbitrator may be binding. Additionally, an arbitration decision may not be appealed in a court of law. There are many arbitration programs available at multiple locations throughout the United States. We are authorized to use and recommend ATA Arbitration services. Contact information and other information about ATA can be found at <http://www.trucking.org>. Please contact the moving company if you wish to participate in or get more information about the arbitration program.

**B. Mandatory Non-Binding Mediation:** Mediation is a process whereby each side may explain their case to a neutral mediator, and the mediator will work to assist the parties to reach an amicable settlement. Mediation is not binding on the parties. In the case of a dispute between shipper and carrier, both parties hereby agree that, prior to attending arbitration or filing a lawsuit that the parties will attend mediation. A list of mediators by state is included in the Tariff binder Section **Arbitration**. The parties shall equally share the cost of the mediator and 100% of their own expenses, except as otherwise indicated on the terms and conditions of the Bill of Lading. ATA Members will secure a mediator on the approved list. Non ATA Members shall choose a mediator from the list included in section **Arbitration** of this binder. All costs associated with the mediation must be paid at the time of mediation and are waived from being included as a damage claim in any lawsuit against the carrier. Nothing contained herein applies to collection claims for the nonpayment of moving services.

**Order services:** The Bill of Lading must include all items to be shipped and all services to be performed by the carrier. Unless the service listed in the tariff is ordered by the shipper the moving company is not required to perform that service. All special services must be ordered along with the additional charges incurred in such service. For example, if Piano move is necessary, then this optional service must be ordered for that service to be performed. Under 49 USC 13707 (b) (3) (C) payment for all post contract optional services are required before delivery and prior to unloading. For non-binding estimates, the 110% law does not apply to post-contract services. The optional post contract must be paid in full before delivery and prior to unloading. If your destination address doesn't have access for an 18 wheeler the shipper will be required to pay for shuttle service. Full re-handling fees are applied when the carrier must

make a second attempt to deliver the property if for any reason the shipper did not accept delivery. Full redelivery fees must be applied where goods are stored, for any reason, for more than one month (30 days) before an attempted delivery to the shipper or delivery.

**Accessorial Charges and other bulky items:** Pianos and Motorcycles and other bulky items are shipped at an additional special service charge listed as follows: Note: Carrier can provide a discount up to 70% on top of the rates listed below addendum based on time of year, availability of vehicles, origin and destination, promotions, specials, coupons, road conditions, weather, etc.

**Charge for Services:** The following are the tariff charges that may be applied to your move

Description	Price
Upright Piano	\$250
Baby Grand Piano	\$450
Grand Piano	\$600
Gun Safe	\$525
Elevator	\$150
Motorcycle	\$525
Kayak/Canoe	\$125
Jacuzzi	\$550
Vending Machine	\$450
Lawnmower	\$200
Misc. Bulky	\$500
Appliance	\$150
Stairs at Origin (per 7 Steps)	\$50
Long Carry at Origin (per 50 Ft)	\$100
Shuttle at Origin/Destination	\$100 per 142Cu Ft moved
Elevator at Origin/Desitnation	\$100
Stairs at Destination (per 50 Ft)	\$100
Long Carry at Destination (per 50 Ft)	\$100
Wait Time Per Hour	\$150
Sit Per Night	\$150



Delayed Delivery	\$500 per night
Re-Delivery	\$500
Storage (per 142 cubic foot per month)	\$100
Extra Pick Up	\$200/Additional Transportation Charges
Extra Delivery	\$200/Additional Transportation Charges

#### **OPTIONAL CONTRACT OR POST CONTRACT SERVICES**

**NOTICE:** Shippers may order any of these services at an additional charge. Unless the service listed below is ordered by the shipper the moving company is not required to perform that service. For example, if long carry is necessary to deliver the property into the home, then this optional service must be ordered for that service to be performed. Under 49 USC 13707(b)(3) (C) payment for all post contract optional services is required before delivery and prior to unloading. For non-binding estimates, the 110% law does not apply to post-contract services. Optional post contract services must be paid in full before delivery and prior to unloading.

Carrier can provide a discount up to 70% on top of the discount rates listed in the addendum based on time of year, availability of vehicles, origin and destination, promotions, specials, coupons, road conditions, weather, etc.

**Additional charges:** If the individual shipper requests additional services after the bill of lading has been issued, the carrier must inform the individual shipper of the additional charges involved. **You may require full payment at destination** for these additional services and for 100 percent of the original binding estimate. If applicable, you also may require payment at delivery of charges for Impracticable operations (as defined in your carrier tariff) so long as such charges do not exceed 15 percent of all other charges due at delivery. You must bill and collect these charges from the individual shipper. If you believe additional services are necessary to complete a shipment after the bill of lading has been issued, you must inform the individual shipper what the additional services are prior to performing said services. You must allow the shipper at least one hour to determine whether he or she wants the additional services performed. If the individual shipper agrees to pay for the additional services, you must execute a written attachment to be made an integral part of the bill of lading contract and have the individual shipper sign the written attachment. This may be done through fax transmissions; e-mail; overnight courier; or certified mail, return receipt requested. You must bill the individual shipper for the additional services after 30 days from delivery. If the individual shipper does not agree to pay the additional services, the carrier should perform only those additional services as are required to complete the delivery, and bill the individual shipper for the additional services after 30 days from delivery, except that you may collect at delivery charges for impracticable operations that do not exceed 15 percent of all other charges due at delivery.

**Space reservation:** If your shipper agrees to have the shipment transported under a space reservation agreement, the shipper will pay for a minimum number of cubic feet of space in the moving van regardless of how much space in the van shipper shipment actually occupies.

**Expedited service:** This aids you if you must have shipments transported on or between specific dates when the Carrier could not ordinarily agree to do so in its normal operations.

**Custom service:**

This option is provided for exclusive use of a vehicle. If for any reason shipper desires or requires that a shipment be moved by itself without anyone else's articles on the Carrier truck or trailer.

**Warehouse pickup and delivery:** Except as otherwise provided herein, if shipment is delivered to or picked up at a warehouse (including self-storage/mini-warehouse locations), the charges for transportation include only the unloading or loading at the door, platform, or other point convenient or accessible to the vehicle.

**Packing Materials Charges:** Final determination of materials used cannot be determined until services have been completed, Carrier is authorized to use necessary packing materials. Items packed by shipper may be placed in additional containers to ensure efficient cargo space on the transit vehicle, the packing material descriptions reflect the materials used in packing. The descriptions are not indicative of the items actually packed with the materials, as a variety of items may be packed with the indicated materials. Unpacking is not included in the charges and can be purchased at an additional charge. Riddance and disposal of materials used in packing is the responsibility of the shipper. The shipper will be notified of final charges prior to delivery and while in transit. All charges including additional services will be charged based on the full tariff rates.

**Full Packing Charges:**

**Full packing services will be charged at \$1.1 per cubic foot loaded.**



**Charge for Materials, accessories, and Packing**

Item	Per Item
1.5 Cu Ft Box	\$1.75
3.0 Cu Ft Box	\$2.25
4.5 Cu Ft Box	\$3.00
Dish Pack	\$18.00
18" Wardrobe	\$15.00
Picture/Mirror Box (1 Piece)	\$5.00
Picture/Mirror Box (2 Piece)	\$7.00
Tv Box	\$20.00
All Mattress Bag Sizes	\$10.00
Rug Cover	\$10.00
Tape	\$2.00
Shrink Wrap	\$5.00 per item
Hand Shrink	\$83.00 per item

Packing Paper (10lbs)	\$20.00
Packing Paper (25lbs)	\$35.00
Cloth Furniture Pad	\$12.00
Paper Furniture Pad	\$3.00
Cardboard Glass Cover	\$2.00

**Valuation:** The carrier provides two options as to how to value articles for liability purposes;

**1. RELEASED VALUE** of 60 Cents Per Pound Per Article. This is the most economical protection available; however, this no-cost option provides only **minimal** protection. Under this option, the mover assumes liability for no more than 60 cents per pound per article (**\$1.32 cents per kilogram**). Loss or damage claims are settled based on the weight of the article multiplied by 60 cents per pound. For example, if a 10-pound stereo component valued at \$1,000 were lost or destroyed, the mover would be liable for no more than \$6.00 (10 pounds  $\times$  60 cents per pound). SHIPPER must think carefully before agreeing to such an arrangement. There is no extra **charge for this minimal protection**. The shipper must sign a statement on the bill of lading agreeing to this **minimal protection**.

**FULL VALUE PROTECTION (FVP).** Unless the shipper has waived full-value protection in writing and agreed to have only the Release Value Protection as described above, the shipment will be transported under carrier full (replacement) value level of liability. This means that if any article is lost, destroyed, or damaged while in the carrier's custody, the carrier will, at its option, either: repair the article to the extent necessary to restore it to the same condition it was in when received from the shipper, or pay the shipper for the cost of such repairs; or replace the article with an article of like kind; or pay the shipper for the cost of a replacement article at the current market replacement value, regardless of the age of the lost or damaged article. Carrier will charge the shipper for this level of protection, or the shipper may select the Alternative Level of Liability described above. The cost for FVP is based on the value that the shipper place on the shipper shipment. For example, the valuation charge for a shipment valued at \$25,000 would be about \$250.00. However, the exact cost for full-value protection may vary by carrier and may be further subject to various deductible levels of liability that could reduce shipper cost. The minimum declared value of a shipment under this option is \$6,000 or \$6.00 times the actual total weight in pounds of the shipment, whichever is greater \$6.00 per pound minimum valuation rate may be increased annually by your mover based on changes in the household furnishings element of the Consumer Price Index established by the U.S. Department of Labor's Bureau of Labor Statistics.

The mover may offer you FVP with a \$250 or \$500 deductible or with no deductible at all. The



amount of the deductible will affect the cost of your FVP coverage Under the FVP level of liability, carrier are permitted to limit their liability for loss of, or damage to, articles of extraordinary value, FVP is \$8.50 for each \$1,000 of declared value, Unless the shipper specifically list on the shipping documents such articles for which the shipper want liability coverage. An article of extraordinary value is any item whose value exceeds \$100 per pound (for example, jewelry, furs, antiques, oriental rugs and computer software). It is the shipper responsibility to study this provision carefully and to make the necessary declaration.

These optional levels of liability are **NOT Insurance** agreements governed by State insurance laws, but instead are contractual tariff levels of liability authorized under Released Rates Orders of the Surface Transportation Board of the U.S. Department of Transportation.

In addition to these options, some movers may also offer to sell, or procure for you, separate liability insurance from a third-party insurance company when you release your shipment for transportation at the minimum released value (60 cents per pound [\$1.32 per kilogram] per article). This is not valuation coverage governed by Federal law, but optional insurance regulated under State law. If you purchase this separate coverage and your mover is responsible for loss or damage, the mover is liable only for an amount not exceeding 60 cents per pound (\$1.32 per kilogram) per article, and the balance of the loss is recoverable from the insurance company up to the amount of insurance purchased. The mover's representative can advise you of the availability of such liability insurance, and the cost. If the shipper purchases liability insurance from or through the carrier, the carrier is required to issue a policy or other written record of the purchase and to provide the shipper with a copy of the policy or other document at the time of purchase. If the mover fails to comply with this requirement, the mover becomes fully liable for any claim for loss or damage attributed to its negligence.

**Liability for Loss or Damages; § 49.375.201** Presently under the statutes, all shipments for individual shippers **MUST** be transported at the Full Value Protection level of liability, subject to the tariff valuation charges, unless the shipper specifically waives this requirement (i.e. selects the 60-cent per pound level of liability) in writing.

The provisions of the Carriage of Goods by the Sea Act and/or of 49 U.S.C. 14706(f)(2) (a provision in the Interstate Commerce Act) permit us to offer "released" rates (reduced rates under which you will not be fully reimbursed if your shipment is lost, damaged, or destroyed), but they also require that we offer rates that will better protect a consumer in the event of loss or damage to a shipment. Under the rates offered here, your reimbursement in the event of loss will be limited to \_\_\_\_\_. We also offer higher levels of protection (at higher rates). Signing this document below indicates that you agree to pay and be bound by the terms of the released, limited-recovery rates.

Customer's Signature \_\_\_\_\_ Date \_\_\_\_\_

Actual cost to Customer that will be Add to the Shipment Cost in \$ (Dollar) NO DEDUCTIBLE:

Rate of \$6 x Actual LBS of the Shipment x 1.00% = \$ (dollar) in cost to Customer

## **FULL VALUE / RELEASE VALUE PROTECTION**

Under Federal law, interstate movers must offer two different liability options referred to as valuation coverage: (1) *Released Value* (2) *Full Value Protection*

### **Released Value**

Basic Liability Protection is a complimentary protection plan that is released at \$0.60 per pound, per article.

### **Example of Released Value Protection**

If your 50-pound flat screen TV gets damaged or lost during your move, the mover would only have to pay out \$30 in compensation—even if it's an expensive TV worth thousands of dollars. When covered by released valuation protection, lost and damaged items won't be replaced or repaired when you file a claim. Instead, you'll be compensated \$0.60 per pound, per article.

No Exceptions.

### **Full Value Protection**

Under Full Value Protection, Trend Moving & Storage is liable for the replacement value of lost or damaged goods in your entire shipment. This is the most comprehensive plan available for the protection of your belongings. If any article is lost, destroyed or damaged while in your movers' custody, your mover will, at their discretion, offer to do one (1) of the following:

- Repair the item
- Replace with an item of comparable value.
- Make a payout for the cost of repairs or the current market value of the item.

### **Example of Full Value Protection**

The approximate cost for Full Value Protection varies depending on the size of deductible. For a shipment weighing 4,000 pounds the minimum declared value would be \$25,000 (4,000 pounds multiplied by \$6.00/pound) and the cost of Full Value Protection with a \$250 deductible would be \$190.00

**What is Not Covered?** *As important as what is covered, is as important as what is not covered.*

With valuation coverage, movers are not responsible for items in boxes they did not pack unless the box shows significant damage. You are also not covered for "Natural Disasters" such as fires, hurricane, tornado, windstorm, hail, flooding, etc. Also, if the items are damaged while in storage that is not controlled by Trend Moving & Storage, you will not be covered.

Protection Level	Cost Up Front w/ \$250 Deductible
\$15,000	\$150
\$20,000	\$175
\$25,000	\$200
\$30,000	\$250
\$35,000	\$300
\$40,000	\$350



\$50,000	\$400
\$60,000	\$450
\$75,000	\$500
\$100,000	\$675
\$125,000	\$800
\$150,000	\$1,000
\$175,000	\$1,100
\$200,000	\$1,250
\$225,000	\$1,400
\$250,000	\$1,500

**Professional Movers Interstate Moving Tariff Summary of Tariff Calculations Affective Date 04/01/2019**

This document contains the methodology for rating shipments under the Tariff. It assumes basic familiarity with moving industry terms. Note: Included at the end of this document are **EXTREME EXAMPLES** of sample shipments, shown with calculations. These shipments use the most current rates (1/1/2008).

Rounding has been stated explicitly in the documentation for each item/section. If calculations are not performed according to the documentation provided herein, you can expect rounding differences on some shipments when comparing charges.

**Variables are bolded and italicized when referenced outside of a formula.**

Data files used to calculate charges are available. For computation of charges, can reference several different Document contains information for all Tariff Sections and Items and can be used by itself to determine all charges for a shipment. What are you trying to say here? It is not clear

## Charges

Line haul and Transportation Charges are priced subject to the cubic feet occupied on the transport vehicle then the maximum charge for line haul transportation of a shipper's property is based on the actual cubic feet occupied by the property and charged at a price per pound up to \$10.00 per cubic foot, unless otherwise specified in writing. Carrier can provide a discount up to 75% on top of the discount rates listed in the addendum based on time of year, availability of vehicles, origin and destination, promotions, specials, coupons, road conditions, weather, etc.

Standard Shipping rates apply at \$5 per cubic foot of space reserved, during peak season and high-volume months cubic footage may be charged at a premium up to and not exceeding \$10 per cubic foot.

**Fuel Surcharge: = up to 19%**

Fuel charge may be waived or reduced on occasions where we may combine loads and save on fuel.

**Property and Casualty: = 4% of Transportation Charges**

Fuel charge may be waived or reduced on occasions where we may combine loads and save on fuel.

**Mileage Fee: = up to \$1 per mile traveled.**

\*Cu Ft = Weight of shipment divided by 7

\*Weight = Cu Ft of shipment multiplied by 7



### Example

Origin	Destination	Cu Ft (WEIGHT/7)	Miles
Boston, MA 02110	FORT LAUDERDALE, FL 33301	1428	1,472.7

Charges:

Cu Ft (x \$5.00)	(\$5.00 x 1428 cuft) \$7140
Fuel Surcharge (19%)	(.19x \$7,140). \$1,356.6
Mileage (x \$1.00)	(1,472.7 x \$1.00) \$1,472.7
Property/Casualty	(\$7140x.04) \$285.6
Total Charges	\$10,254.9