

2017

Exceptional Moving & More LLC

PRC # 57172

Services: Intrastate Moving and Storage of Household Goods and Related Services

Territory: Between Points and Places within the State of New Mexico.

Public Contact:

Phone (505) 930-2225

Email: Help@exceptionalmovingandmore.com

Web: ExceptionalMovingandMore.com

Office Address:

4363 San Benito St Unit C
Santa Fe, New Mexico, 87507

Table of Contents

SECTION 1 - RATES	3
1.0 ESTIMATES & CHARGES	3
1.1 HOURLY RATES	3
1.2 HOURLY MINIMUMS	3
1.3 FUEL CHARGES	3
1.4 DELIVERY VEHICLE CHARGES	3
SECTION 2 - ADDITIONAL SERVICES	3
2.0 ELEVATOR OR STAIR CARRY	3
2.1 EXCESSIVE DISTANCE OR LONG CARRY CHARGES	3
2.2 ADDITIONAL STOPS	4
2.3 PACKING AND UNPACKING	4
2.4 PIANO HANDLING	4
2.5 WAITING TIME	4
SECTION 3 - GENERAL RULES AND REGULATIONS	4
3.0 RULES AND REGULATIONS	4
3.1 LIABILITY AND CLAIMS	4
3.2 ITEMS OF PARTICULAR VALUE	5
3.3 BILL OF LADING, CONTRACT FORMS, AND CONDITIONS	5
3.4 DELAYS AND STORAGE DELIVERY	5

SECTION 1 - RATES

1.0 ESTIMATES & CHARGES

A customer can obtain an estimate for the services by setting up an appointment by contacting the business through Phone, Email, or Web. A written estimate to transport household goods, if requested by the customer, is calculated using Exceptional Moving & More's tariff filed with the NM PRC. The final charge for transporting the goods may exceed the written estimate; customer will only be required to pay 110% of estimated charges upon delivery. The remaining amount shall be invoiced and due within 30 days of service. Additional services requested the day of the move will be due at the end of the service. The total charges are based on the amount of hours, vehicles, fuel charges, personnel, and material charges.

1.1 HOURLY RATES

Services will be invoiced on a "straight time" basis, with a minimum hourly charge as set out below plus actual travel time. The "timer" starts at the appropriate hourly rate when the movers arrive at the service location and will continue until time the service is completed. Hourly rates are the same, seven days a week, in every season of the year.

Number of Movers	Hourly Rate
One Mover	\$80.00
Two Movers	\$120.00
Three Movers	\$160.00
Each Additional Mover	\$40.00

1.2 HOURLY MINIMUMS

Exceptional Moving & More has an hourly minimum for any moving service. After the minimum hourly charge, the hourly rates are calculated in fifteen-minute increments. Any interim charge is rounded up to the next fifteen-minute increment. If customers cancel within 24 hours of their move, Exceptional Moving & More holds the capacity to charge the applicable minimum.

Monday – Saturday	Two Hour Minimum
Sunday & Recognized Federal Holidays	Three Hour Minimum

1.3 FUEL CHARGES

The fuel charge is applied when the Start-Point or End-Point of any service exceed 15 miles from the dispatch office. Mileage is computed using GPS and calculated by rounding to whole miles only. This fuel charge may also be referred to as a "drive back fee" or "travel charge" and is charged per vehicle requested.

1-15 miles	No Charge
15<	\$2.50 per mile

1.4 DELIVERY VEHICLE CHARGES

The delivery vehicle charge is applied when a service requires additional vehicles for service. The rate is charged hourly and is applied per vehicle requested. Additional vehicles may include Cargo Vans, Pickups, and Box Trucks.

Primary Delivery Vehicle	No Charge
Every Additional Vehicle	\$40

SECTION 2 – ADDITIONAL SERVICES

2.0 ELEVATOR OR STAIR CARRY

Exceptional Moving & More will not charge elevator or stair carry charges. There is no guarantee on availability, access, or size of elevators and stairways on day of the move and therefore services are just part of the hourly charges. Customer is responsible for ensuring availability of elevators and stairways for movers. Oversize items that require additional methods of entry to be safely delivered may need to be rescheduled and additional hourly minimum charges may apply.

2.1 EXCESSIVE DISTANCE OR LONG CARRY CHARGES

Exceptional Moving & More does not charge an additional fee for carrying articles an excessive distance to or from the motor vehicle. The long carry and distance may result in additional time and will result in higher charges. Exceptional Moving & More is not responsible for property managers, government officials, or other authorized entities forcing the parking location of vehicles to be a farther distance than previously planned. It is the customer's responsibility to ensure parking to accommodate delivery vehicles.

2.2 ADDITIONAL STOPS

Exceptional Moving & More does not charge an additional fee for making additional pick-ups or deliveries after initial pickup. It is required for addresses and contact information to be made known before the date of the move. If addresses or additional information is not made known before service date, Exceptional Moving & More may require rescheduling and additional dates with Hourly Minimums may apply.

2.3 PACKING AND UNPACKING

Exceptional Moving & More may charge the hourly rate listed in Section 1 plus price of packing materials, including sales tax on the materials based on size and type of carton. Exceptional Moving & More reserves the right to decline handling items of unusual size, weight, value, or fragility at the company's discretion.

2.4 PIANO HANDLING

Exceptional Moving & More will not move horizontal pianos also known as grand pianos. Horizontal pianos include the following: Petite, Baby, Medium, Parlor, Ballroom, and Concert Grand Pianos. Pianos of extraordinary value, fragility, or weight will not be handled. Piano charges are computed with the same rates and minimums provided in Section 1 and may require larger teams to handle, which may result in additional charges.

2.5 WAITING TIME

The customer is charged the rates specified in Section 1 for all waiting time or delays without a 12-hour call prior from the start of provided arrival window. If customer or customer representative is not present at the scheduled location upon arrival of Exceptional Moving & More, timer will begin and customer will be charged for accrued time. Service crews will wait a maximum of 30 minutes for customer to arrive. In the event customer fails to arrive within 30 minute window, customer will be responsible to pay hourly minimums found in Section 1, charges will be invoiced and due within 30 days.

SECTION 3 – GENERAL RULES AND REGULATIONS

3.0 RULES AND REGULATIONS

3.0.1 Nothing in this tariff shall require or obligate Exceptional Moving & More to make any pick up or delivery at locations where, in the opinion of Exceptional Moving & More, it is unsafe, impractical, or contrary to law to operate or park any vehicle, whether because of road conditions, labor difficulties, inaccessibility of the customer's premises, or other reason. Exceptional Moving & More reserves the right to terminate service for any customer on these grounds. Customer will be responsible to pay hourly rates and minimums set in Section 1 for services provided.

3.0.2 By using Exceptional Moving & More's services, the customer agrees to all terms and conditions set forth in this tariff. Customer also agrees not to pack in any carton or container any materials prohibited in the contract between the parties, as well as any hazardous, explosive or flammable item defined by regulations of the U.S. DOT, FMCSA or the State of New Mexico.

3.1 LIABILITY AND CLAIMS

Exceptional Moving & More will assume responsibility for physical loss of or damage to any article from external cause while being packed, unpacked, loaded, or being unloaded, including breakage, if the articles are packed by Exceptional Moving & More and/or if the breakage results from negligence of Exceptional Moving & More. All claims for loss or damage must be written and should be attached to bill of lading or signed forms.

3.1.1 Customers may include the following items in a shipment however, Exceptional Moving & More is not responsible for the value, condition, or safe delivery of:

- Coins, currency, deeds, notes, postage stamps, letters, drafts or valuable papers of any kind.
- Jewelry, precious stones, shells, or precious metals.
- Items of extraordinary value
- Items requiring temperature control.
- Household pets.
- Perishable items.
- Live Plants.
- Components of furniture or other items made of pressboard, particle board or similar pressed material

3.1.2 Exceptional Moving & More should not be liable for the loss of or damage to any article from external cause while being handled or transported, due to the following circumstances:

- Breakage, when items are packed by the customer or the customer's representative unless it can be proved that the breakage resulted from negligence by the mover in handling the articles. Small scratches and dents are not to be considered breakage.
- Internal damage to electronics (radios, stereos, VHS players, CD/DVD players, televisions, computers, printers, scanners, etc.) when no visible damage to the external packaging or contents exists or if the item was packed by the customer or the customer's representative.
- Loss or damage from insects, moths, vermin, mold, fungus or bacteria within the customer's belongings or that develop therein due to conditions present before Exceptional Moving & More picks up the customer's belongings
- Loss or damage because the item was in an obvious state of disrepair at the time of shipment, provided that Exceptional Moving & More noted the disrepair in order.
- An act, omission, or order of the customer, or loss or damage resulting from the customer's inclusion in the shipment of such articles as explosives, dangerous articles or dangerous goods.
- Defective design of an article, including susceptibility to damage because of atmospheric conditions such as temperature or humidity changes.

- Hostile or warlike action or use of any weapon of war (in time of peace or war), terrorism, insurrection, rebellion, revolution, civil war, usurped power, and action taken in hindering, combating, or defending against such occurrences: a) by any government or sovereign power, or by authority maintaining or using military forces; b) by military forces; or, c) by an agent of such government, power, authority or forces.
- Seizure, confiscation or destruction under quarantine by order of any government or public authority.
- Strikes, lockouts, labor disturbances, riots, civil commotions or the acts of any person or persons taking part in any such occurrence or disorder.
- Acts of God.

3.1.3 The customer assumes all liability for goods he/she leaves unattended before pickup by Exceptional Moving & More. The customer also assumes all liability for goods when the customer directs Exceptional Moving & More, in writing, to unload or deliver property at a location that will be unattended.

3.1.4 Claimant must notify Exceptional Moving & More of all claims for concealed damage within 9 Months from the date of the move. Exceptional Moving & More must be given reasonable opportunity to inspect and weigh damaged items. No damage claims will be honored until the charges for moving services are paid in full.

3.1.5 If damages are caused directly by movers, Exceptional Moving & More reserves the right to repair the damage(s) in question. If it is determined that damage can not be repaired, we reserve the right to either replace or compensate up to **\$0.60 per pound per article** for the damaged good.

3.2 ITEMS OF PARTICULAR VALUE

Exceptional Moving & More does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. Exceptional Moving & More will not accept responsibility for safe delivery of such articles if they come into Exceptional Moving & More possession with or without Exceptional Moving & More knowledge.

3.3 BILL OF LADING, CONTRACT FORMS, AND CONDITIONS

Each customer will be provided with a copy of Exceptional Moving & More Bill of Lading or Service Orders and may include references to this tariff and its regulations. Each form must be signed by Customer or Customer's representative that is of at least 18 years of age and in legal capacity and authority to authorize services.

3.4 DELAYS AND STORAGE DELIVERY

Exceptional Moving & More shall not be liable for any delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.

3.5.1 Exceptional Moving & More may place a shipment into storage at the public warehouse nearest the point of destination if Exceptional Moving & More is unable to make a delivery because:

- Exceptional Moving & More was unable to locate a consignee at the address given on the service order or bill of lading.
- The customer refused or was unable to accept delivery.
- The customer was unable or refused to pay up to 110 percent of the amount of the original estimate plus supplements, if any.

3.5.2 If customer is unable to receive shipment, items may be stored in vehicles pending delivery at a rate \$100 per day per vehicle.

3.5.3 If the delay is expected to be longer than 7 days, Exceptional Moving & More's will deliver items to the nearest public warehouse. The shipment becomes subject to the warehouse's liability, terms, and conditions. Fees resulting from storage in warehouse are the direct responsibility of customer.

3.5.4 Exceptional Moving & More will notify the customer by every means of contact available for the customer, including telephone, e-mail, and fax, and Exceptional Moving & More will mail or deliver a written notice to the destination address advising that it was unable to make delivery and advising the customer of the name, address, and telephone number of the warehouse where the shipment is stored.