

NMPRC Tariff No. 1  
Initial NM Tariff

NMPRC Certificate No.: 57494  
*Will be assigned by NM PRC*

**Intrastate New Mexico Household Goods Carrier Tariff**

**10203 Gutierrez Rd NE, Albuquerque, NM 87111**

**LOCAL AND INTRASTATE RATES ON HOUSEHOLD GOODS**

**APPLICABLE ON NEW MEXICO INTRASTATE TRAFFIC ONLY**

ISSUED BY:

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**SECTION I**

**RULES AND REGULATIONS GOVERNING THIS TARIFF**

## **RULE 1**

### **APPLICATION OF TARIFF**

This tariff is applicable only on intrastate traffic, i.e. traffic having origin and destination within the State of New Mexico, as authorized under certificates of authority issued by the New Mexico Public Regulation Commission Transportation Division.

## **RULE 2**

### **SCOPE AND APPLICATION OF TARIFF**

Subject to the rules and regulations contained in this tariff are the rates and charges to be assessed for all movements of household goods within New Mexico.

## **RULE 3**

### **COMMODITY DESCRIPTION**

Household goods, as used in connection with transportation, means personal effects and property used or to be used in a dwelling, when a part of the equipment or supply of such dwelling, and similar property if the transportation of such effects or property is arranged and paid for by the householder or another party.

## **RULE 4**

### **CANCELLATION OF ORIGINAL AND REVISED PAGES**

When this tariff is amended by revised pages, the cancellation of prior pages, except the title page, will be effected by means of this rule. A revised page will not show a cancellation notice except when a cancellation notice is necessary because of suspension, rejection, or other reason. Revisions of each page will be filed in numerical sequence. Except where a specific cancellation is shown on a new revised page, a revised page cancels any and all un-cancelled revised or original pages or un-cancelled portions thereof, which bear the same page number. EXCEPTIONS: When a specific cancellation on a prior revised page exempts a previously filed page wholly or in part, this rule does not have the effect of cancellation of such excepted previously filed page or portion thereof.

## **RULE 5**

### **VALUATION**

Lobos Moving offers all customers 2 Valuation/Damage Coverage options:

#### **1) Standard Movers Transit Coverage:**

Standard Mover's Transit Coverage will be automatically applied to all articles (except those excluded on customer contract – see below) at a compensation rate of \$0.60 or 60 cents per pound. Everything is valued at 60¢ per pound against damage during the move. For example: a chair weighs 10 lbs and is broken during the move - regardless of the value, settlement will be \$6.00 based on 60¢/lb/article.

#### **2) Actual Cost Value Damage Coverage:**

Actual Cost Value Damage Coverage is applied to all articles except those excluded on customer contract (see below). Lobos Moving, LLC agrees to purchase from customer any damaged property at the current value of the item using strait-line depreciation and industry standard depreciation schedules OR repair any damaged item. Lobos Moving will decide whether to purchase or repair damaged items. For example: The value of a used television that is damaged during the move will be determined by its current market value using strait-line depreciation or the cost to repair said item, whichever is lower. Damage Coverage does not include the functionality of any appliance or electronic device as there is no way to pre-test functionality. The value of antiques and other collectibles will be determined by an unbiased third-party appraisal. Customer pays \$150 per truck load for this coverage.

#### **Fragile Items not covered:**

Due to their fragile nature we do not cover damage to refrigerators, appliances, glass, ceramics, particle board furniture, laminate flooring or plants. We are not liable for the contents of containers not packed by our movers. We are not liable for any damage resulting from improper preparation/packing by customer. We do not dismantle refrigerators in any way. Customers must double check appliance connections as we are not responsible for water leaks. In some cases tracking soil onto flooring is inevitable, we are not responsible for any resulting damage. Our liability for damage on loading jobs (no transportation of goods performed by Lobos Moving) terminates once the truck has been loaded.

**Maximum Valuation is \$5 per pound of cargo up to \$500 per article unless article(s) are specifically listed as Extraordinary Value Cargo (Rule 6)**

## **RULE 6**

### **ARTICLES OF EXTRAORDINARY VALUE**

(A) The carrier will not assume any liability whatsoever for: documents, currency, money, jewelry, watches, precious stones, or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, revenue stamps, letters or packets of letters, articles of peculiarly inherent value, precious metals or articles manufactured therefrom, which are not specifically listed on the bill of lading, contract or email inventory sheet.

(B) All items included in a shipment that are considered to be of extraordinary (unusual) value must be specifically identified, and the carrier must be advised that they are included in the shipment. Items of extraordinary value are defined as those having a value of greater than \$100 per pound. Typically, household goods items that frequently have a value in excess of \$100 per pound per article are: currency, coins, jewelry, precious metals, precious or semi-precious stones or gems, gold, silver or platinum articles including silverware and service sets, china sets, crystal or figurines, fur or fur garments, antiques, oriental rugs or tapestries, rare collectible items or objects of art, computer software programs, manuscripts, or other rare documents. Of course, other items may also fall into this category and must be identified as well.

(C) Owner (shipper) agrees that unless articles are listed on bill of lading, contract or email inventory sheet as Items of Extraordinary Value, they will be valued at a maximum of \$5 per pound.

## **RULE 7**

### **INSURANCE**

The cost of insurance against marine risk or any other insurance for the benefit of the shipper will not be assumed by the carrier.

## **RULE 8**

### **PAYMENTS**

Lobos Moving accepts cash, check and credit card as payment for moves within Bernalillo County. We do not accept checks for moves outside of Bernalillo County. We require payment immediately following the move.

Lobos Moving reserves the right to refuse any check.

## **RULE 9**

### **REGULAR HOURS OF SERVICE**

Regular hours for service shall be Monday -Thursday on each day of the week except Friday, Saturdays, Sundays, and legal holidays (national, state, or municipal). Weekend rates shall apply during all day Friday, Saturday and Sunday. Delivery will be tendered during regular hours of service unless agreed to otherwise by carrier and shipper.

## **RULE 10**

### **NONBINDING ESTIMATES SUBJECT TO 110% RULE and DETERMINING OF MILEAGE**

Motor carriers subject to the rules and regulations of this tariff must, upon shipper's request, provide a Non-binding estimate of charges for services to be rendered. All such estimates shall be in writing and have clearly indicated on the face of them that the estimate is non-binding on the part of the carrier, and that the charges shown are the approximate charges which will be assessed for the services identified in the estimate. The estimate must clearly describe the shipment and all services to be provided. At the time of delivery of a collect-on-delivery shipment, the shipper may request delivery of the shipment upon payment, in the form acceptable to the carrier, of an amount not to exceed 110% of the estimated charges. This provision would not apply when such shipment is being delivered to a warehouse for storage at the request of the shipper. The carrier must, upon request of the shipper, relinquish possession of the shipment upon payment of not more than 110% of the estimated charges and shall defer demand for the payment of the balance of any remaining charges for a period of thirty (30) days following the date of delivery. There is a travel fee of \$30 for travel within Albuquerque city limits. There is a travel fee of \$1.50 per mile roundtrip for any move starting or stopping outside of Albuquerque city limits. The distance is calculated from our office currently at 100 Trumbull Ave SE in Albuquerque to the loading location then to all additional stops then back to our office. The distance is calculated using the quickest suggested route on MapQuest, Google Maps, Apple Maps or another online guidance service.

## **RULE 11**

### **DISPOSITION OF FRACTIONS AND PARTS OF HOURS**

Customers will be charged by the minute. No disposition of fractions of hours will occur.

## **RULE 12**

**BILL OF LADING -----Sample attached and made a part of this tariff----**

## **RULE 13**

### **INFORMATION TO BE INCLUDED ON HOUSEHOLD GOODS BILL OF LADING**

- (1) The name of the motor carrier (not agent's name) which will transport the shipment.
- (2) The name, address, and telephone number of the office of the carrier.
- (3) The name, address, and telephone number of a person to whom notification, when required, shall be sent, except when not furnished by the shipper.

(4) The preferred delivery date or the period of time within which delivery of the shipment may be expected to be made at destination.

(5) A statement, followed by the signature of the shipper, acknowledging receipt of an information brochure provided by the carrier which explains the shipper's rights.

(C) The contract terms and conditions of the bill of lading, attached thereto, are a part of this tariff and all information shown herein must be in bills of lading issued under provisions of this tariff.

## **RULE 14**

### **INSPECTION OF ARTICLES**

When a carrier or his agent believes it 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.

## **RULE 15**

### **PREPARATION FOR SHIPMENT**

(A) Unless otherwise provided, articles tendered for transportation must be in such condition and so prepared for shipment as to render the transportation thereof reasonably safe and practicable.

#### **Packing to Be Accomplished by Shipper or Carrier**

(B) Articles requiring packing, crating, wrapping, or servicing as provided for in this rule, may be prepared for shipment by the shipper or his agent, or the carrier will perform this service at the request of and for the account of the shipper, as provided in Section IV, Item 1 (*Packing and Unpacking*) and Item 2 (*Overtime Packing and Unpacking*). When performing their own packing (PBO), the shipper and/or his appointed agent, shall cause PBO cartons to be properly identified and marked with the general contents. Carrier shall have the right to open and inspect any PBO carton to verify contents. Carrier will not be liable for damages occurring on PBO cartons, unless specific exterior damages are noted and inspection takes place with the carrier's representative at the time of delivery.

#### **Protection by Carrier:**

(C) Unless otherwise provided, articles having surfaces liable to damage by scratching, marring, or chafing, but of sufficient strength to allow other articles to be packed against or on top of same in a manner which will make transportation of the entire shipment reasonably safe and practicable if protected by sufficient wrapping, will be wrapped at time of loading in furniture pads, covers, burlaps, or wrappers which are part of the carrier's regular equipment. The cost of this service is included in transportation rates named in tariff.

#### **Musical Instruments**

(D) Musical instruments such as harps, guitars, banjos, mandolins, violins, cellos, trombones, drums, or similar instruments which require, for the safe transportation thereof, more protection than afforded by the carrier's regular equipment as provided for in paragraph (C) of this rule, must be packed in the instrument's own case or other adequate container.

### **Containers Required**

(E) Bedding, books, carpets, rugs, china, glassware, pottery, silverware, statuary, clothing, curtains, draperies, kitchen utensils, lamp shades, table lamps, small articles such as tools, athletic and game equipment, and household articles such as clothes lines, poles, umbrellas, canes, irons, ornaments, and other small articles of less than one cubic foot displacement must be packed and tendered to the carrier in barrels, boxes, cartons, wrapped bundles, or wrapped rolls, except that trunks, tubs, pails, baskets, or other containers or articles of furniture of the shipper may be substituted when of sufficient strength so that the use of such containers will render transportation of contents reasonably safe.

### **Fragile Articles**

(F) Fragile articles such as showcases, wall cases, cameos, works of art, scenery, lighting fixtures, linoleums, statuary, marble slabs, mirrors, glass tops, pictures, paintings, models, antiques, and other similar articles which are easily broken or damaged, or articles upholstered or covered with material or fabric of a delicate nature or color, or other articles with delicate finishes which are easily soiled, torn, or damaged, must be fully protected by boxing, crating, or wrapping.

### **Mechanical Equipment**

(G) Equipment and articles such as washing machines, refrigerators, ironers, sewing machines, vacuum cleaners, heaters, ranges, radios, clocks, victrolas, and/or other similar articles, the surfaces of which can usually be protected by carrier's regular equipment as provided for in paragraph (C) of this rule, must have all motors, mechanical parts, and ornaments securely fastened, bolted, or tied in a manner to prevent loss, damage, or impairment of functions.

### **Secureness of Containers**

(H) Unless otherwise provided, articles for which containers are specified must be securely enclosed by the containers so that no ends or other parts protrude and in a manner that will prevent loss of articles from such containers. Any articles that are easily broken or having surface liable to damage by chafing must be protected within the authorized shipping containers by or with liners, partitions, wrappers, excelsior, straw, or other packing materials which will afford adequate protection against breakage or damage.

### **Carrier Not Obligated To Accept**

(I) Tender for shipment of an article not protected by packing, crating, wrapping, or servicing does not obligate the carrier to accept an article so offered for transportation when such protection is reasonably necessary for the safe transportation of the articles.

### **Machinery and Equipment**

(J) Equipment or machinery such as X-ray, photographing, lithographing, printing equipment, adding machines, accounting, card punching, sorting, or tabulating machines, addressing, imprinting or mailing machines, air filtering machines, bookkeeping machines, typewriters and computing machines, and other similar equipment or machinery, must be fully protected by boxing, crating, or wrapping, except when such articles can be transported in a safe, practicable manner by wrapping with carrier's regular equipment as described in paragraph (C) of this rule, such protection will be furnished as part of the carrier's regular service.

## **RULE 16**

### **ARTICLES LIABLE TO CAUSE DAMAGE**

(A) Carrier will not accept for shipment property liable to impregnate or otherwise damage equipment or other property.

### **ARTICLES LIABLE TO CAUSE DAMAGE**

(B) The carrier will not accept for shipment articles which cannot be taken from the premises without damage to the article or the premises.

(C) The movement of LP/propane tanks is prohibited, unless said tanks have been serviced/purged and plugged by professional gas service and labeled as such.

## **RULE 17**

### **MARKING AND PACKING**

(A) Articles of fragile or breakable nature must be properly packed.

(B) Packages containing fragile articles or articles consisting wholly or in part of glass, when packed by the shipper or his agent, must be marked by plain and distinct letters designating the fragile character of contents.

(C) When articles of furniture, consisting wholly or in part of glass are covered or wrapped by the shipper or his agent; such articles shall be wrapped in a manner to clearly expose glass surfaces or glass portions.

(D) Where articles are improperly packed, crated, or boxed and by reason thereof the contents are more susceptible to damage, carrier will arrange to have such articles properly packed at charges as shown in this tariff.

## **RULE 18**

### **SERVICING SPECIAL ARTICLES**

(A) Except as otherwise specifically provided in this tariff, or as amended, the services covered by this tariff do not include servicing (using a device to secure washer) or disconnecting washers, dryers, or icemakers. It is the shipper's responsibility to have all such articles serviced and disconnected prior to loading. Shipper has the option to: (1) take responsibility for these services and hold carrier harmless; (2) have carrier perform these services at the published tariff rates, provided carrier has the qualified



personnel; (3) have carrier contract with a third party company to perform these services and shall be paid by the shipper (Third Party Charges).

## **RULE 19**

### **IMPRACTICABLE OPERATION**

The carrier shall not be obligated to perform pickup or delivery or render any service at a place or places from or to which it is impracticable to operate vehicles because of:

- (1) The condition of roads, streets, driveways, alley, or approaches thereto.
- (2) Inadequate loading or unloading facilities.
- (3) Any riot, strike, picketing, or other labor disturbance.

## **RULE 20**

### **IMPRACTICAL PICKUP/DELIVERY OR AUXILIARY SERVICE**

(A) When a shipment is tendered for delivery at destination address and it is physically impossible to complete delivery directly from transporting vehicle due to inaccessibility of the building, its structure, or the nature of an article or articles included in the shipment, the carrier may place the shipment or any part thereof not reasonably possible of delivery, in storage at the nearest available warehouse of the carrier, or a commercial warehouse to the order and expense of the shipper, owner, or consignee of the goods. When the shipment or any part thereof is stored in a commercial warehouse, liability of the carrier ceases upon delivery to the warehouse; and when stored in the carrier's warehouse or that of the carrier's agent, liability after the delivery to the warehouse shall be that of the warehouseman and not a common carrier. All accrued charges shall be due and payable upon delivery of the shipment or any part thereof to the warehouse (and later delivery to a final destination shall constitute a new shipment). The transportation shall be based upon the total mileage computed from origin to final destination via initially billed destination.

(B) At the option of the shipper, owner, or consignee delivery will be tendered to shipper, owner, or consignee at the nearest point of approach to desired location, or if possible to accomplishment and by order of the shipper, owner, or consignee, delivery will be effected by auxiliary means from the transporting vehicle to desired location at an additional charge.

NOTE: This rule also applies to impractical pickups.

## **RULE 21**

### **PERISHABLE ARTICLES**

(A) Carriers will not accept for shipment frozen foods or other articles requiring refrigeration except as provided in paragraph (B) of this rule.

(B) Frozen foods may be accepted for transportation provided:

1. The food is contained in a freezer, which at time of loading is operating at normal deep freeze temperature.
  2. The shipment is to be transported not more than 150 miles and/or delivery accomplished within twenty-four (24) hours from time of loading.
  3. No storage of shipment is required.
  4. No preliminary or en route servicing by use of dry ice, electricity, or other preservative methods is required of the carrier.
- (C) When such articles are included in a shipment with or without knowledge of the carrier, responsibility for condition or flavor will not be assumed by the carrier.

## **RULE 22**

### **THIRD PARTY CHARGES**

- (A) Upon request of shipper, owner, consignee, or agents thereof, carrier may engage a third party to provide services that the carrier does not possess the qualified personnel to perform the duties. Such services include, but are not limited to, the disconnecting and reconnecting of washers, dryers, icemakers; disassembling and reassembling waterbeds, hot tubs, swing sets, and playhouses; preparing grandfather clocks for shipments; building special crates for shipper.
- (B) Such third party charges will be listed as Third Party Charges on the bill of lading. These third-party charges are in addition to all other charges provided in this tariff and shall be paid by consignee.
- (C) If the route of a move requires the use of toll ferries, and the ferry fares are not paid directly by the shipper, the costs to the carrier will likewise be listed as third party charges on the bill of lading

## **RULE 23**

### **LOST OR DESTROYED SHIPMENTS**

No motor carrier transporting household goods, in intrastate commerce shall collect or require a shipper to pay any published freight charges (including accessorial or terminal service) when a shipment is completely or totally lost or destroyed in transit. A carrier shall collect and the shipper would be required to pay any specific valuation charges that may be due. This rule shall not apply to the extent that any such loss or destruction is due to the act or omission of the shipper. Carrier shall maintain ownership of any and all items reimbursed to shipper in this situation.

## **RULE 24**

### **CLAIMS –As required by NMPRC 18.3.11.16**

- A. Upon discovery of a claim for loss, damage, overcharge, or any other matter, the shipper shall immediately notify the HGC in writing and give the HGC a reasonable opportunity to inspect the item that is the basis for the claim and the original package, if any. The claim shall be accompanied by the original or a true copy of the bill of lading.

B. A HGC shall not be responsible for loss or damage occurring:

- (1) after the shipper or the shipper's agent has been given the opportunity to check the items delivered against the items listed on the inventory and has signed the inventory without noting any loss or damage;
- (2) when the shipper directs the HGC to deliver the shipment to a place where the shipper or the shipper's agent is not present; or
- (3) when the HGC is directed to load a shipment at a place where the shipper or the shipper's agent is not present.

C. A HGC shall be responsible for the repair or replacement of a lost or damaged article that is a matched piece or part of a set but shall not be liable for replacing the entire set.

D. When liability is measured by weight of a container or carton, and actual weights are unobtainable, the following items shall be deemed to have the following weights, unless specific evidence is presented to the contrary:

- (1) dish-pack drum, 60 pounds;
- (2) cartons less than 1 1/2 cu. ft., 20 pounds;
- (3) cartons 1 1/2 cu. ft. to less than 3 cu. ft., 25 pounds;
- (4) cartons 3 cu. ft. to less than 4 1/2 cu. ft., 30 pounds;
- (5) cartons 4 1/2 cu. ft. to less than 6 cu. ft., 35 pounds;
- (6) cartons 6 cu. ft. to less than 6 1/2 cu. ft., 45 pounds;
- (7) cartons 6 1/2 cu. ft. and over, 50 pounds;
- (8) wardrobe Carton, 50 pounds;
- (9) mattress or box spring carton not exceeding 54" X 75", 60 pounds;
- (10) mattress or box spring carton exceeding 54"X 75", 80 pounds;
- (11) crib mattress carton, 22 pounds;
- (12) cartons containing books, phonograph records, tapes or CDs, 50 pounds;
- (13) cartons containing lampshades, 5 pounds; and
- (14) items not identified on the inventory as to contents will be settled for the heaviest weight on the schedule for the container.

E. A shipper may file a complaint with the Commission as provided in 18.1.2 NMAC, Transportation Division Procedures, regarding any unsatisfied claims. [18.3.11.16 NMAC - N, 12-30-02]

## **RATES**

Lobos Moving rates are based on time, mileage and number of movers. All rate information is also on our website.

### **Weekday Rates (Monday – Thursday)**

- 2 movers with 26-foot straight truck = \$100/HR
- 1 additional mover is an extra \$40/HR
- **Weekend rate** is an additional \$10/HR (Friday, Saturday and Sunday)
- Lobos Moving starts the clock upon arrival at the customer's home and stops the clock when the customer tells us the job is done. We charge by the minute with no rounding up. All breaks and lunches are subtracted from clock time. Customers will be charged the normal hourly rate for any delay that is outside the control or responsibility of Lobos Moving. For example, a delay caused by traffic, mortgage closing issues or customer tardiness.

**There are additional fees for the following items: \$50 for piano, pool table or gun safe delivery**

**There is a 2 hour minimum on all jobs.**