

New Mexico Public Regulation Commission

Tariff No. 1

For: All My Sons Moving & Storage of El Paso, LLC

Doing Business As:

Effective Date:

Certificate No.:

Authorized Services: Transportation as a common carrier, by motor vehicle, of household goods.

Authorized Territory: Statewide

Additional Terms: None

Office Address: 1895 Appaloosa Dr.
Sunland Park, NM 88063

Consumer Contact: Phone: Customer Care – (866) 941-1849
Fax: (888) 486-5298
Email: amscustomer care@allmysons.com

Agent for Service: Corporation Service Company
123 East Marcy Street, Suite 101
Santa Fe, NM 87501

Rules and Regulations

Reservations: Advance reservations must be made prior to the service being rendered.

Hourly Rates: Rates begin from the time vehicle leaves carrier's place of business and ends at the time vehicle returns to carrier's place of business.

Valuation Coverages Offered:

OPTION 1: STANDARD VALUATION: There is no charge for this coverage. Carrier is only required to reimburse shipper for any damage to belongings at the rate of \$.60 per pound (sixty cents), per article.

OPTION 2: INCREASED VALUATION: Carrier offers shipper to declare a total dollar value at a premium rate of \$25.00 per \$1,000.00 of requested valuation. A minimum of \$5,000 in coverage required. Deductible required by shipper for this option is an additional \$250.

****Carrier does not sell any 3rd party insurance****

Payment Policy: The carrier will accept the following forms of payment: COD only (Cash on Delivery). Cash, Credit or Debit Cards (Visa, Mastercard, American Express, & Discover). No checks of any kind. Payment of estimate must be paid in full prior to offload. Carrier will have to be paid in full by shipper prior to re-delivery.

Deposit & Refund Policy: Up to 48 hours prior to the date of the scheduled move all deposits will be refunded to the shipper, minus a 25% cancellation fee.

Infestation: Any household goods transported by the carrier which have been infested with ants, termites, cockroaches, bed bugs, or any dangerous or disease bearing insect, as a result of the condition of the shipper's premises, either at the origin or the destination, the carrier reserves the right to refuse shipment of such goods.

Fumigation: Any household goods transported by the carrier, infested with ants, termites, cockroaches, bed bugs, or any dangerous or disease bearing insect, as a result of the condition of the shipper's premises, either at origin or destination, and the same having infested the moving vehicle as a result of the move, all costs resulting from any necessary fumigation of the vehicle will be charged back to the shipper.

Impractical Operations: The carrier is not liable for the move, storage, or delivery, when any of the following impede or otherwise make impractical the same: acts of God, including any natural, geological, or meteorological occurrence or disaster; any acts of war, declared or undeclared; any civil disturbances, including insurrection, rebellion, riot; any labor dispute, strike or lockout; any act of state or federal government regarding nationalization, sanction, embargo, or blockade; any act of foreign invasion or hostilities; any act of terrorism; any failure or interruption of a public utility or Internet service; severely inclement weather; any inadequate or unsafe road, highway, street, or driveway conditions, or major construction or repair of the same or any major delays or detours arising therefrom; any failure or interruption of ferry, tunnel, or bridge service; any major access obstructions; the presence of any hazardous or dangerous materials; and any situations where the moving crew is or might be personally endangered or threatened with physical harm.

Articles of Extraordinary Value: Items of extraordinary value, as defined by contract law, including but not limited to, jewelry, coins, cash, documented antiques of any type, family heirlooms, documented artwork of any type, will not be moved and/or stored, unless accompanied by specific proof of insurance for the same provided by shipper written in their behalf in advance. Carrier will not be liable for anything beyond the identified legal

liability coverage. These items should be identified to carrier prior to the move day and require special handling and a 3rd party insurance policy acquired by the shipper.

Articles: Conditionally Restricted: Perishable foods requiring refrigeration; plants over 20lbs. any tool or machines, unless the fuel has been emptied by the shipper.

Articles: Completely Restricted: Carrier will not ship any species of exotic and domestic animals; hazardous materials; explosives; live ammunition; firearms and weapons of any type; any items of extraordinary value.

Schedule of Rates

HOURLY MOVING: The hourly rate begins when the moving vehicle and crew arrive at the point of origin of the contracted for move and ends when all of the goods are unloaded at the point of final destination, less any scheduled breaks and/or any vehicular breakdown, plus any applicable travel time defined below.

1. (Standard Hourly Rates)

Low-Peak: October 1 – February 28th

Hourly Labor & Travel Time Rates (2-hour labor minimum)

2 Men + 1 truck - \$99.00 per Hr.

3 Men + 1 truck - \$139.00 per Hr.

4 Men + 1 truck - \$179.00 per Hr.

Peak: March 1 – September 30th

Hourly Labor & Travel Time Rates (2-hour labor minimum)

2 Men + 1 truck - \$109.00 per Hr.

3 Men + 1 truck - \$149.00 per Hr.

4 Men + 1 truck - \$189.00 per Hr.

Additional Unit (Man or Truck): add \$40.00 per man.

Example: Low- Peak: 5 men/1 truck = \$219 (\$179 + \$40 = \$219)

Example: Low-Peak: 4 men/2 trucks = \$219 (\$179 + \$40 = \$219)

Overtime hourly rates of time and a half apply after eight hours of labor on all non-estimated jobs

Travel Time Rates Defined: Travel time hourly rate shall be at the applicable “Standard Hourly Rates” defined above. *(Example: Low Peak: Hourly rate for 2 men is set at \$99.00 per hour – Travel Time Hourly rate = \$99.00 per hour, etc.)*

Standard Travel/Trip Charge: All moves under 30 miles from origin to destination will equal 1 hour of travel time at the applicable Standard Hourly Rate and be charged for all moves.

Round Trip Travel: All moves that exceed 30 miles from origin to final destination will equal Round Trip Travel (RTT). RTT will be calculated by dividing total miles driven from origin to final destination, times two (or RRT) and be divided by 60 miles per hour, times the Standard Hourly Rate.

(Example: Miles between Origin & Destination = 45 miles x 2 = 90 miles / 60 miles per hour = 1.5 hours of travel @ the Hourly Travel Time Rate)

**** Las Cruces to Las Cruces Travel:** All moves that originate and have a destination within **Las Cruces city limits** will be charged a flat fee of 1.5 hours of total travel at the applicable Hourly Rate. **

Governing References: Carrier's Client Management System (CMS), move management software, will be utilized to track all mileage between moves.

NM Gross Receipt Taxes: Will be collected and passed through to the consumer, reflected on the bill of lading.

Materials/ Schedule of Rates

Packing Materials:

Carton 1.5 cu. ft.	\$3.25	Mattress Bags	\$10.82
Carton 3 cu. ft.	\$3.75	Mattress Carton	\$22.00
Carton 4.5 cu. ft.	\$4.25	Shrink-wrap (Full Roll)	\$35.00
Wardrobe	\$13.53	Newsprint (per lb.)	\$1.08
TV Box	\$16.23	Paper Pad	\$3.50
Dish pack	\$10.82	Tape (per roll)	\$4.50
Mirror Carton (4 pcs)	\$9.00	Carpet Shield (per box)	\$75.00
		Moving Pad (per pad)	\$20.00
		Salt (per 12 lb. container)	\$20.00

Overnight Holds: \$150.00 per night, per truck.

Note: A 5% discount will be applied for senior citizens (60 yrs. and above.)

CONTRACT TERMS & CONDITIONS OF UNIFORM HOUSEHOLD GOODS BILL OF LADING

This contract is subject to all rules, regulations, rates, and charges in its Tariff on file with the New Mexico Public Regulation Commission (PRC) including, but not limited to, the following terms and conditions:

SECTION 1: The carrier shall be liable for physical loss of or damage to any articles from external cause while being carried or held in storage-in-transit EXCEPT loss, damage, or delay caused by or resulting:

- (a) From an act, omission, or order of shipper;
- (b) From defect or inherent vice of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity or changes therein;
- (c) From (1) hostile or warlike action in time of peace or war, including action in hindering,

combating or defending against an actual, impending or expected attack (A) by any government or sovereign power, or by any authority maintaining or using military, naval or air forces; or (B) by military, naval or air forces; or (C) by an agent of any government, power, authority or forces; (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war; (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such an occurrence; (4) seizure or destruction wider quarantine or customs regulations; (5) confiscation by order of any government or public authority; or (6) risks of contraband or illegal transportation or trade;

(d) From strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any person or persons taking part in any such occurrence or disorder; and

(e) From Acts of God.

SUBJECT, in addition to the foregoing, the following limitations

apply on the carrier's liability: The carrier's maximum liability shall be one of the following:

(1) The actual loss or damage not exceeding sixty (60) cents per pound of the weight of any lost or damaged article when the shipper has released the shipment to carrier, in writing, with liability limited to sixty (60) cents per pound per article; or

(2) Increased Value protection of the lost or damaged item beyond repair provided that the shipper elects such valuation coverage and agrees to pay applicable rates or the option of satisfactory repairs.

FURTHER, a shipper's failure to notify the carrier in writing that an article having a value that exceeds \$2,000 or \$100 per pound will be included in the shipment will restrict the carrier's maximum liability to \$100 per pound for each pound of any lost or damaged article (based on actual article weight), not to exceed the declared value of the entire shipment.

SECTION 2. The carrier shall not be liable for delay caused by highway obstruction, or faulty or impassable highways, or lack of capacity of any highway, bridge or ferry, or caused by breakdown or mechanical defect of vehicles or equipment, or from any cause other than negligence of the carrier; nor shall the carrier be bound to transport by any particular schedule, means, vehicle, or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination.

SECTION 3. Shipper's or consignor's and/or consignee's liability shall include the following:

(a) The shipper (individual or commercial) and consignor upon tender of the shipment to carrier, and the consignee, upon acceptance of delivery of shipment from carrier, shall be liable, jointly and severally, for all unpaid charges payable on account of a shipment in accordance with applicable tariffs including, but not limited to sums advanced or disbursed by a carrier on account of such shipment. The extension of credit to either shipper or consignee for such unpaid charges shall not thereby discharge the obligation of the other party to pay such charges in the event the party to whom credit has been extended shall fail to pay such charges.

(b) Shipper and/or consignor acknowledge that no explosives and or dangerous articles or goods shall be contained in shipment. However, shipper and/or consignee shall indemnify carrier against any loss or damage caused by the negligent or intentional inclusion of explosives or dangerous goods therein.

SECTION 4. If for any reason other than the fault of carrier, delivery cannot be made at address shown on the face hereof, or at any changed address of which carrier has been notified, carrier, at its

option, may cause articles contained in shipment to be stored in a warehouse selected by it at the point of delivery or at other available points, and were held without liability on the part of the carrier, at the cost of the owner, and subject to a lien for all accrued tariff and other lawful charges.

SECTION 5. If shipment is refused by consignee at destination, or if shipper, consignee or owner of property fails to receive or claim it within fifteen (15) days after written notice by United States mail addressed to shipper and consignee at post office addresses shown on face hereof, or if shipper fails or refuses to pay applicable charges in accordance with carrier's applicable tariff, carrier may sell the property at its option, either (a) upon notice in the manner authorized by law, or (b) at public auction to highest bidder for cash at a public sale to be held at a time and place named by carrier, thirty (30) days' notice of which sale shall have been given in writing to shipper and consignee, and there shall have been published at least once a week for two consecutive weeks in a newspaper of general circulation at or near the place of sale, a notice thereof containing a description of the property as described in the bill of lading, and the names of the consignor and consignee. The proceeds of any sale shall be applied toward payment of lawful charges applicable to shipment and toward expenses of notice, advertising and sale, and of storing caring for and maintaining property prior to sale, and the balance, if any, shall be paid to owner of property; PROVIDED that any perishable articles contained in said shipment may be sold at public or private sale without such notices, if, in the opinion of carrier, such action is necessary to prevent deterioration or further deterioration.

SECTION 6. As a condition precedent to recovery, a claim for any loss or damage, injury or delay, must be filed in writing with carrier within six (6) months after delivery to consignee as shown on face hereof, or in case of failure to make delivery, then within six (6) months after a reasonable time for delivery has elapsed; and suit must be instituted against carrier within two (2) years and one (1) day from the date when notice in writing is given by carrier to the claimant that carrier has disallowed the claim or any part or parts thereof specified in the notice. Where a claim is not filed or suit is not instituted thereon in accordance with the foregoing provisions, carrier shall not be liable and such a claim will not be paid.

In the event of litigation, in which the carrier prevails, shipper shall be liable for all litigation costs including attorney fees.

SECTION 7. CARRIER HOUSEHOLD GOODS DISPUTE SETTLEMENT PROGRAM

WHAT IS ARBITRATION? Arbitration is a substitute for going to court to settle disputes. Under arbitration procedures, two parties unable to resolve their differences submit their dispute to an impartial third person for final determination. The proceeding is governed by rules and procedures agreed upon in advance by both parties. WHO SPONSERS THIS PROGRAM? The NMPRC Consumer Relations Division is sponsoring this dispute settlement/arbitration program so that its members may offer an effective, fair and expeditious way to solve disagreements in connection with loss and damage claims on household goods.