

FRONT PAGE

LOGO

(801) 477-7457

Inter-State and Intra-State

Moving Rates, Tariff & Terms of Service

Document may be updated periodically to reflect changes in rates.

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1. BASIC AGREEMENT & DISCLOSURES

We-Haul Moving is a private carrier which has a focus towards commercial goods and would be referred to as the “Carrier” in any and all agreements provided by We-Haul Moving. Any client or customer will be referred to as the “Shipper” in any and all agreement provided by We-Haul Moving. We-Haul Moving **has no** van-line affiliations and is an independent entity. We-Haul Moving operates in both an intra-state and Inter-state capacity. We-Haul Moving maintains its right to utilize agents to fulfil any assignments/shipments or portions of shipments.

The shipper expressly agrees to the terms and conditions found in this agreement. Please note that by committing to a residential or commercial move, the Carrier will bring the move to completion at the full rates and expenses to the Shipper found within this document (or otherwise amended in writing) regardless of any previous estimates.

MAIN PORT OF OPERATIONS:

We-Haul Moving

224200 W

St. Geroge, UT 84770

1.1. Estimates

We-Haul Moving can be contacted to provide estimates based upon inventory/ inspection of goods and other factors for determination. We-Haul Moving utilizes qualified estimators to gather required information so that an accurate estimate can be provided for both the peace of mind of the Carrier and the Shipper. The following factors are necessary for determining the estimate:

- Shipment Origin

This will be the address at which carrier moving crews will pick-up the goods.

- Shipment Destination

This will be the address at which our moving crews will make delivery. Please note that if this address is undetermined at the time of your meeting it could have an effect on final cost. Things to look out for are tractor-trailer restrictions, stairs, elevators, long-walk requirements, etc.

- Logistics & Time Constraints

Shipper should notify carrier of any real estate closing dates and times as these may force increased labor or storage requirements upon the carrier for which costs will be deferred to the shipper.

- Shipment Volume/Weight

The estimator will provide truck space requirements and/or estimated weights of total shipment based upon visual inspection and inventory of goods to be shipped. Please note that shipment volume and weight is opinion only. Second or third estimates are not discouraged.

- Labor Requirements

Labor requirements are calculated based upon estimated shipment volume and weight. Please note that if estimated shipment volume and weight are off, final bill may likely differ greatly from total estimated cost. Please note that shipper must pay for actual services rendered. Cost increases are not always because estimated shipment volume/weight are off.

- Associated Rates

Estimator should disclose any associated rates that govern the shipment. This should either be in the fine print on any estimate documentation, or estimator may notate amendments to guaranteed rates. Please note that any alteration or notation to carrier documents by shipper are prohibited and shall have no effect.

- Estimated Completion Costs

Authorized estimator or manager of carrier may offer estimated shipment costs in association with estimated volume/weight, labor averages and guaranteed rates. Please note that shipper is responsible for actual services rendered despite any previously written estimates.

The estimate will only be an as-close-as-possible determination of what the final amount could be. The final amount will vary based on actual services rendered and will supersede any prior estimates. The final amount will be the amount payable.

Shipper understands that at any given point, by the Shipper's intention, if there is a material change in any element of the assignment which includes but is not limited to the above given factors, the final cost of the move will be adjusted to include the relevant changes. The representative of the Carrier may advise the Shipper as to the effect of any changes that are undertaken along with the effect to final cost that may arise however considering the nature of any changes which are carried out by the Shipper, there will be no guarantee of accuracy regarding such changes. Shipper understands this and agrees to pay the final amount as rendered after changes are effected.

Carrier's representatives will only inspect the origin address and will not be visiting the destination point. The Shipper understands that the Carrier will deliver the assignment to the given area as determined by the Shipper and that this is solely the Shipper's duty to ensure that the destination point is accurate. Carrier will have no liability for any form of loss incurred on information which is the Shipper's responsibility. Shippers that would like a detailed inspection by a Class -A driver of both origin and destination access for trucking purposes should consider the services found in Section 3.7. Please note that the services found in Section 3.7 are not standard.

1.2.Free Boxes

Carrier advertises free boxes on various marketing materials. Carrier will provide 10 free book boxes upon reservation of move. These boxes can be picked up at 95 Frontier Drive Washington, UT, 84780. These free boxes do not have cash value to the shipper. Shipper is responsible for cost of additional materials. Free boxes must be requested by shipper at time of reservation. Employees or agents of carrier not obligated or liable for distribution of free boxes to shipper.

Please note that in the event that a shipper cancels their move with the carrier after acquiring *X* free book boxes, the shipper shall be liable to pay the carrier an amount of \$50 in compensation for the boxes. If the carrier delivered these boxes to the shipper, the shipper shall be liable to pay the carrier an additional sum of \$150 to compensate for the time taken out of our employees schedule to deliver the boxes, and for the use of the vehicle and fuel used to deliver the boxes.

1.3.Relationship Between Carrier & Shipper

The carrier serves the shipper as a means of transport between any given origin and destination address. The shipper in this relationship is the financially obligated entity for the shipment and agrees to pay any applicable tariff charges in association with any shipment between any origin

and destination. Any other expenses such as materials, permits, ferry fees, parking tickets, tolls or any expense incurred as a result of the shipment is at the sole expense and liability of the shipper.

Shipper is to be aware of local laws pertaining to the shipment of said material and must notify or obtain any necessary permits the carrier may require to operate at the origin and/or destination address. If any applicable charges arise, the Shipper would have been considered to be aware of said charges and expressly agrees to pay said applicable charges. Understanding this, once assignment is underway, Shipper authorizes the Carrier to take any and all necessary steps to completely the assignment in respect to this given agreement. Furthermore, Shipper understands that any unexpected situation may arise for which the Carrier will not be liable.

1.4. Deposit Requirements:

There will be a minimum deposit of **25%** or \$1,500.00 of the total estimated cost of the assignment. This deposit is a **non-refundable** deposit. Move dates can be adjusted if necessary if a clash arises. There will be a \$250.00 rescheduling fee as we reserve the day, the crew and truck for you that day.

Deposit is to be carried out in the form of a credit card (Mastercard, Visa *any other commonly used credit cards*). Carrier will utilize this information to subject the Shipper to any petty charges which may arise which include but are not limited to materials, storages, resource usage, cancellation fees etc. Personal checks, Cashiers Checks, or Money orders can also be utilized however a preference is given to credit cards. All payments made to the carrier are non-refundable at any time prior or during services rendered.

1.5. Cancellation of Services:

Service may be cancelled by issuing a written notice to the carrier at EMAIL. This notice should be at the very minimum **3 business days** in advance. In the event of a cancellation, the Carrier is entitled to the initial deposit as stated above. The Carrier may be entitled to any additional charges for any resources that may have been dispensed to the Shipper which also *include the delivery of free materials as described above.*

Furthermore, if the Carrier dispatches its representatives/moving crew/team in association with a scheduled move date for which the Shipper had the intention of canceling but had not informed Carrier via a written notice, the shipper will be liable for any and all labour for that team with a **4 hour minimum per day** which will be charged to the Shipper's credit card on file. The Carrier will not be held liable for any costs accruing due to a short notice cancellation.

2. PACKING AND DISASSEMBLY

The Shipper is expected to have all materials packed and ready at the time of arrival of the Carrier's team. Loose items should not be expected to be taken by the Carrier's team.

2.1.Packing

Carrier may provide packing service at request and at a charge. Packing service should be requested at least with **5 days advance notice**. The following items should be packed in the following materials:

- Dishes, glasses, etc should all be boxed and wrapped in packing paper.
- Mirrors, Paintings, Fragile glass pieces should boxed or bubble-wrapped.
- Art-work should be boxed, bubble-wrapped or safely packaged for transport.
- Electronic devices should be boxed or safely packaged for transport.

Carrier does not undertake any responsibility for any material improperly prepared. If at the time of arrival, material is not prepared properly, Carrier's team will pack accordingly for which the Shipper will be charged.

Carrier's team will not be handling any valuable items which include jewelry, firearms, alcohol, medication, paper money etc. Shipper is solely responsible for transporting these items furthermore Shipper takes responsibility to remove such items from their location at the time of arrival of Carrier's team. Shipper is advised to move to Section 6.5 to understand the prohibited item list so that no loss comes their way. If Shipper fails to carry out diligence at the time of arrival of Carrier's team, the Shipper will be considered to have carried out negligent behavior for which Carrier is not liable in any way or form for any damages/loss that may be arise.

2.2.Disassembly

At the time of arrival of Carrier's team, furniture should be dismantled. If it is not possible, for a charge, the Carrier's team may provide assistance in the dis and re-assembly of the furniture. Considering this, Shipper understands that the Carrier's team are not furniture specialists therefore the Shipper will not hold the Carrier or Carrier's team liable for any damage incurred. Considering the unique nature of every piece of furniture, there is no guarantee on dis and

re-assembly of furniture. By allowing our movers to assist in dis-assembly the Shipper inherently agree to the terms found in Section 6.4 below.

2.3.Safes, Pool Tables, Hot Tubs, Grandfather Clocks, Treadmills

Carrier cannot move safes with a weight of **450lbs** and up. For these types of items, carrier differs this work to a specialized safe mover. Carrier never guarantees the transport of a safe, even if inadvertently included on a pre-move inventory.

Carrier may move pool tables. However, some pool tables (not all) can only be transported if our movers take them apart. If this is the case, a specialist must be brought in after the move to re-felt the pool table and balance it at no liability to the carrier.

Carrier may move Treadmills. However, some treadmills (not all) can only be transported if our movers take them apart. If this is the case, a specialist must be brought in after the move to re-assemble the treadmill and balance it at no liability to the carrier.

Carrier may be able to move some hot tubs. However, in general the carrier must differ this work to a specialist. Carrier shall never be liable for moving a hot tub even in the event of its inadvertent inclusion on a pre-move inspection report.

Grandfather clocks should be pre-packaged prior to our movers arriving. Carrier is not liable for the malfunction of a grandfather clock. Carrier cannot be liable for any damage resulting from dis-assembly and/or re-assembly.

2.4.Hoists

If certain items are too large to pass through staircases and are required to be hoisted through a window, Shipper is obligated to inform the Carrier at any point prior to the arrival of the Carrier's team. Ideally, it would be efficient to have this conveyed at the time of estimates. The Carrier may be able to make accommodations which will be at the full expense and liability of the Shipper. Shipper understands that objects being hoisted are at considerable risk of damage and agrees to not hold Carrier liable for any damage incurred. Hoists require special equipment and a minimum of 4 movers.

2.5.Mattress Bags

Mattress Bags are **NECESSARY** for shipment. Shipper should have mattress bags for mattress and box spring when movers arrive. **Carrier may provide these items if requested prior to**

move day and confirmed by a member of Carrier's team. Shipper is required to confirm availability of Mattress Bags from Carrier's team at least 1 day in advance prior to commencement of moving. Shipper express agrees to incur any damage to a mattress or box spring moved while not protected by a mattress bag if Shipper chooses to transport material without said mattress bag or box spring.

2.6.Carrier Supplied Materials

Carrier typically provides 10 Book Boxes, two-wheelers and four-wheelers on the truck, moving blankets and moving rubber bands. Anything else must be requested one to two business days before your move. Any materials that have been estimated to be required by the estimator will have to be confirmed by the Shipper to the Carrier. The Carrier will **NOT** send such materials as defined by the estimator by default. Any materials required for the commencement of the move by the Shipper which is to be requested by the Carrier must be carried out by the Shipper via written notice two business days prior at the very minimum.

2.7.Material & Equipment Costs

- Shrink wrap: \$35/roll
- Book (small) box: \$2.50 each
- Large Box: \$4.00/Each
- Linen (medium) Box: \$3.00 each
- TV/Picutre Moving Box: \$45.00/Each
- Dish Divider and Packing Kit: \$45.00/each
- Wardrobe Box: \$45.00 each
- Pack Paper: \$35.00/bundle (200 Sheet)
- Twin Mattress Bags: \$12.00/each
- Full Mattress Bags: \$12.00/each
- Queen Mattress Bags: \$15.00/each

- King Mattress Bags: \$20.00/each
- Tape: \$8.00/roll
- Moving Blankets: \$200/dozen
- Piano Board Use: \$150.00

3. INTRA-STATE MOVING

All services provided within the state of Utah shall be based upon an hourly rate. The shipper will be charged from the time the crew leaves the carrier port till they get back to the carrier port. The shipper is responsible for any and all payroll hours that the carrier incurs due to a shipment which means port to port. The main carrier port is 95 Frontier Drive Washington, Utah 84780.0

3.1.Movers, Drivers, Class-A Drivers and other Employees

\$65/hr/mover Port to Port from 95 Frontier Drive Washington, Utah 84780/ MAIN PORT ADDRESS

3.2.Power Units

Power Unit is a term that applies to any straight truck (24ft or 26ft) or Tractor that may be used to pull a trailer. There is a 14% surcharge per power unit applicable to labor charges.

This charge is to cover the cost of fuel, maintenance, upkeep and other costs associated with the power units.

3.3.Office Personnel

The time of office personnel may be billed at \$65/hr/each under rare circumstances. These charges may apply to false claims, forced labor, and/or unreasonable service requests and/or demands.

3.4.Minimums & Maximums

Please note there is a 4 (DEFAULT)/4 hour minimum per day for all services. There is a 8 (DEFAULT) hour maximum per day. If movers anticipate working longer than *DEFAULT* hours port to port then a hold over may be forced at the shippers full expense and liability.

3.5.Discounts

Carrier may offer discounts (or discounted rates). Discounts will be provided in writing and weekend or holiday moves may void discounts. **A change in move date may void discounts.**

3.6.Over-time & Off-Hours Work

Please note that carrier often provides one-hour arrival windows. These windows may be approximate. As drivers are using public roadways that may effect schedule, carrier cannot guarantee arrival window.

Typical starting windows range from:

- 8:00 am to 9:00 am,
- 12:00 pm to 1:00 pm

Any shipment load-up or shipment off-load starting at a 5pm to 8pm window or later is considered off-hours. Any holiday may be considered off-hours. Saturdays and Sundays may be considered off-hours.

Off-hours work is performed at 1.5 times the hourly rate for services rendered. Please note that hours worked after 8 hours in any given day may be billed at 1.5 times the hourly rate for services rendered.

3.7.Additional Local Services

Carrier may perform services in addition to packing and moving within *Utah*. Additional services operate at the same hourly rate of \$65/hr/person and 5 hour minimum per day applies to each service staff member.

THESE ADDITIONAL SERVICES ARE SUBJECT TO WHATEVER YOU PROVIDE. I AM JUST ADDING THE TERMS

None of these additional services are a part of standard service or estimates. These services are add-on and must specifically be requested by the shipper. Both of these services require advance

notice and cannot be performed on the day of your main packing and/or moving operation. Advanced notice are required to be at least two days in advance in writing.

3.8.Holding Cost Disclosure

The shipment split over two days versus a single day, may require approximately 50% more labor in addition to the hold fee for the truck or trailer. This difference is due to additional travel time, as well as an efficiency factor that a same day move offers. The cost is to be incurred at the expense of the Shipper.

4. INTER-STATE MOVING

Please note that the carrier will service any state within the Continental United States. Please note that applicable hourly intra-state rates apply for load-up and offload of moving trucks/trailers. Inter-state travel shall be billed at a rate of \$6.00/mile.

4.1.Flat Rates

Carrier may offer a binding flat-rate quote for inter-state moves. This will generally include load up labor, transportation cost between START DESTINATION and the destination address outside of END DESTINATION and the offload labor.

Flat-rate quotes for services generally cover cost for a full 48/53 foot tractor trailer or part of that trailer (either weight or cubic footage).

\$1.00/LB

\$4.50/Cubic Footage

4.2.Packing Services

Packing services will be subject to the previously established rates stated above. Flat-rate quotes will not apply.

4.3.Shuttle Services

All shipments leaving the state of START DESTINATION should be on a 16/20/22/26/48/53 foot Box Truck or tractor-trailer. END DESTINATION is required to be disclosed so that appropriate measures are taken which may include the utilization of a shuttle service for certain areas which require its use. This is an additional service for which there will be charges. Flat rates do not apply unless determined pre-emptively in writing.

Shuttle services are to be calculated by employee or agent of the carrier and is non-negotiable. Shuttle services increase the labor and equipment costs of a move considerably and average approximately \$x.

4.4.Overflow

Out of state moves go on a 16/20/22/26/48/53 foot box truck or tractor-trailer and seldom, some items get left behind for a second pickup. In those certain cases, the Carrier is not liable for any extra expenses incurred. If there is an overflow and depending on the need, a second trailer is dispatched, the calculated cost of the additional trailer will be non-negotiable.

4.5.Sub-Contracting & Agent Policy

Carrier maintains the full right to contract agents for any portion of any operation deemed impractical to be performed by the staff or equipment of the carrier. Carrier will be responsible for any charges associated and the entire assignment will still be retained under We-Haul Moving's bill of lading.

Agents may be required for long-hauls (inter-state freight drivers) or offload labor in a state outside of Utah. No verbal communication or exchange between a shipper and employee/agent of carrier can diminish this right.

4.6.Scheduling

Due to the nature of inter-state transportation, Carrier cannot guarantee delivery dates. Many factors can effect delivery dates; weather, DOT checkpoints, break-downs, traffic, scheduling conflicts, etc. Carrier cannot be liable for any expenses associated with missed delivery dates including but not limited to food, hotels, etc.

Please note that deliveries may only be scheduled Monday through Friday. Special exclusions may apply for Saturday & Sunday.

5. WAREHOUSE & STORAGE

Carrier maintains storage space at 132 Old Hwy 91, Hurricane, UT 84737. Carrier maintains right at all times to utilize available storage space and makes no guarantees to availability.

The carrier maintains exclusive rights to load goods into storage and carrier maintains exclusive rights to load goods out of storage at rates approved and on file with the Utah Division of Public Utilities or appropriate approving body.

Shipper fully responsible for moving labor required to put goods into and out of Storage or storage trailers in association with rates found in this agreement.

To maintain the safety and security of all of our clients belongings, shippers are forbidden from entering the storage Unit. The storage Unit is a full-service storage facility. In rare instances (and only with ample notice), a shipper may be approved to enter the Storage Unit only with an escort and oversight by an employee or agent of carrier in accordance with rates found in this document. Please note that the shipper may be liable for \$100/hr for the approved escorts time.

Carrier under no obligation to allow any Shipper into Storage Unit at any time or for any reason except for inspection prior to a shipment. This is to maintain safety and security of the belongings of all current occupants. Carrier cannot release goods to shipper until all current account charges are paid in full in accordance with rates found in this document.

Once material has been transported over to Warehouse or Storage, Shipper will not be able to access material until commencement of shipping therefore Shipper is advised to only place objects which will not require short-term access.

5.1. Hold Over Charges

Cost of holding a straight truck (24ft or 26ft) or trailer (28ft to 53ft) is **\$100.00 per night**. Carrier may be unable to hold straight trucks for an extended period of time and may have to offload straight trucks into warehouse or a storage trailer after one night at full expense of the shipper.

Additional labor costs apply. See section 3.7.

5.2. Rental Trucks

Acquisition and/or procurement of third party rental trucks will be billed to shipper at a rate of **\$200.00 per day** in addition to typical holding fees.

5.3.Long-term storage spaces

Long-term storage spaces may include warehouse space or storage trailer space. Carrier retains full right to decide on suitable space for shipments subject to availability. Spaces available for shipper inspection prior to move date. Two weeks advance notice must be given.

Rate is \$125 per "10 foot by 10 foot storage space with an 8 foot ceiling" or equivalent.

5.4.Billing

Storage bills are due monthly. Storage bills should be issued to you by email or in the mail. Carrier may enforce a three month minimum for storage. Carrier is not obligated to pro-rate storage by the week.

5.5.Late Payments

Please note that a fee of \$x (25 default) per week^[BK1] will be applicable to late payments.

5.6.Non-Payment

Any storage unit account with this carrier that remains unpaid for 30 days will be considered a default on said storage space. In case of default, Carrier retains the right to seize, dispose or auction any goods contained within a defaulted storage space. Seizure, disposal or auction of goods contained within a storage space does not release the shipper from their financial obligations for services rendered through a storage space. Shipper shall be responsible for any legal costs associated with collection of unpaid balances on a defaulted storage space.

6. INSURANCE & LIABILITY

We-Haul Moving is a licensed and insured mover. Carrier does not provide insurance to the Shipper. In the event of an accident, carrier liability is limited to the shipper declaration of value of shipment on the bill of lading. Shipper must secure their own insurance.

6.1.Default Valuation \$0.60/lb/item^[BK2]

Default shipper declaration of value is **\$0.60/lb/item**^[BK3] . This valuation is provided free of charge in any rate or estimate of services provided to Shipper by Carrier. By choosing this option, the liability to the carrier is limited to **\$0.60/lb/item**.

Example: 50lb table x \$0.60/lb = \$30 Carrier liability Upgraded Valuation \$x/lb/item

Upgraded shipper declaration of value is \$1.25/lb/item. This will increase carrier liability to \$1.25/lb/item. This comes at an adjustment cost to shipper of \$50 per estimated 1,000lbs. \$200 for each 10x10 sized shipment. \$400 for a 24 foot truck worth of goods, or \$1,000 for a 53 foot tractor trailer worth of goods.

Example: 50lb table x \$1.25/lb = \$62.50 carrier liability 6.3 Real Property Damage

Moving trucks are heavy equipment. Operation of this equipment on residential property poses a natural risk to the property. Driveways may be damaged under the immense weight of a moving truck. Lawns, lamp fixtures, etc. may be damaged when trying to maneuver truck into a proper loading or offloading position. Furniture may be damaged and Shipper understands that there will be damage depending on movement of material.

Carrier does not assume liability for real property damage as it is considered high risk due to the nature of moving. Repair of any damage incurred due to a moving operation becomes a cost of moving at sole liability to the shipper.

Please note that tree branches, live wires, etc on the public roadways leading to the shippers origin or destination and/or over any drive way on the shippers origin or destination property should be no less than 15 feet off the ground so that they do not block the driving path of our legal height vehicles which may be as high as 13'6. Wires or tree branches hanging lower than 15 feet may pose a dangerous hazard to our vehicle, real property or individuals. Please note that it is the responsibility of the shipper to ensure that tree branches and wires maintain proper height requirements and carrier is not liable in any way for damage to equipment, property or individuals as a result of the shipper not maintaining proper height of wires, trees, and/or other overhangs. Carrier recommends padding doorways/frames and walls in common moving areas prior to the movers arriving to prevent scratches, gouges or holes.

6.2.Liability Exceptions

- Carrier is not liable for any lost or damaged goods and/or boxes packed by owner. No exceptions.
- Carrier is not liable for pre-wrapped (blanketed, shrink-wrapped, packaged, etc) furniture. Example: accepting goods from another carrier or third party storage.

- Carrier is not liable for damage incurred due to requested dis-assembly or re-assembly of goods. Carrier not liable for hardware loss or damage (Example: screws to a piece of furniture). If shipper does not have furniture ready to go and chooses to have movers service pieces, carrier is not liable for connections or damage resulting from dis-assembly or re-assembly. Our movers encounter numerous types of furniture by countless manufacturers and are not specialists. If hardware is left up to movers to hold onto or transport, loss is on the shipper, even in the event of alleged negligence. Even if an employee, agent or mover has assured they will keep hardware safe, it is on the shipper if this hardware gets lost. People have good intentions, but hardware DOES get lost. This is the advance warning to the shipper.
- Carrier is not liable for goods made of particle-board. No exceptions. Particle-board furniture does not transport well and breakage is very possible/likely.
- Carrier is not liable for goods shipped loose.
- Carrier not liable for loss, theft, or damage of prohibited items (listed below in Section 6.5). Please note that prohibited items are prohibited for a reason. Inclusion of prohibited items may result in fines, seizure of shipment, or damage to shipment. Carrier retains right to eject or dispose of any prohibited items that may be found on shipment. Carrier retains right to open and inspect any boxes/cartons packed by owner.
- Carrier is not liable for costs or procurement of specialists (pool table specialists, hot tub specialists, safe specialists, etc) that may be required or found to be required either pre-start of move or while move is already in progress to complete shipment or part(s) of shipment.
- Carrier not liable to transport any one particular item whether on any inventory report or not if movers deem transport is not possible and/or dangerous/unsafe. Carrier not liable for any specialists or "other movers" brought in after move to complete transport.
- Carrier not liable for weather-related damage. Carrier not obligated to guarantee cover or blanket-wrapping of furniture if raining and/or snowing. Shipper may request new moving date if rain or snow is in the forecast. But, if you choose to move in the rain or snow (or are otherwise forced due to legal real estate obligations) our movers will do their absolute best, but damage in some form or another is likely. This is advance notice to the shipper. No exceptions.

- Carrier not liable for any real property damage (as described above in Section 6.3).
- Carrier not liable for common moving scratches, dust, dirt, rubs and/or chips (generally due to settling of goods on truck against other pieces of furniture). These minimal types of damages are common/expected to some degree in moving and are generally quite easy for shipper to repair and are nearly unavoidable by carrier.
- Carrier not liable for malfunction of electronic equipment, please note that a short circuit or mishandling of electronic equipment when packing can cause electronics to no longer work. All electronics should be properly packaged before moving. Carrier not liable for mis-packed goods. Carrier not liable for goods packed by shipper.
- Carrier not liable for malfunction of appliances such as refrigerators, dishwashers, washing machines and dryers.
- Carrier not liable for any dis-connection and/or re-connection of appliances. Movers may assist shipper with dis-connections and re-connections but carrier is not liable for said dis-connections and re-connections and/or any damages internal or external that may result from such dis-connection or re-connection even in the event of alleged negligence. This is your warning: if goods are not ready to go and shipper has movers from this carrier service them, damages and liability are on the shipper.
- Carrier not liable for any furniture that may become damaged in third-party storage.
- Empty storage trailers and units in warehouse are routinely checked and inspected for cleanliness. When a shipment is placed into storage in the warehouse or storage trailer, said storage unit or trailer becomes unavailable to routinely inspect as it will be occupied and tightly packed. Carrier is not liable for any leaks, mold, fungus or water damage that may occur and/or develop during the duration of the storage term and shippers are responsible for insuring their own items for this sort of damage while in storage. Shippers are welcome to inspect storage units and/or trailers prior to storage term prior to start of a shipment. You may alternatively obtain your own storage space for us to deliver into.
- Carrier is not liable for high value items such as glass, jewelry, antiques, artwork, etc. or items worth \$100/lb or more. All jewelry, cash, medications, etc should be removed prior to the movers arriving. We are entering your home and do not want to be liable for any loss or alleged theft. This is advance warning to the shipper, if you leave your valuables laying about the carrier cannot be liable in any

way for loss or theft. Glass should be taken from all hardware and packed prior to movers arriving. Mirrors, paintings, artwork, etc should be properly packed prior to movers arriving. Movers will have no choice but to pack mirrors and glass for you if they are not ready when they arrive, and they will not be properly prepared to provide such services. Carrier cannot be liable for paintings, televisions, glass, mirrors, pictures that are not properly packed prior to the movers arrival.

- Carrier not liable for any part (damage, loss, etc) of shipment in storage that shipper has had access to during storage term.
- Carrier is not liable for inspection of any property. Carrier is not liable for any instance of "the truck not fitting." 16/20/22/26 and 53 foot box truck or tractor trailers is the standard over-the-road equipment for this carrier. Carrier is not liable for shuttle services or long-walk requirements even in the event of alleged negligence by any employee, agent, estimator or mover. Shipper is responsible for any and all associated charges.
- Carrier is not liable for any verbal communication between estimator and shipper. Any areas of concern should be communicated to estimator, but a follow up should be provided in writing directly to the carrier.

6.3.Prohibited Items

Firearms, medications, hazardous materials, flammables, cash, jewelry, gas, fuel, liquids of any kind, live plants, alcohol, explosives, items of personal or sentimental value, perishable items, or any other items deemed illegal in nature.

Carrier not liable for important documents or any other items accidentally placed into storage. Shipper is solely liable for labor required to find or obtain items out of storage.

6.4.Claims Procedure

Shipper should do a walk-through prior to the movers leaving. Any accidents or significant damages should be written on the bill of lading in the designated area prior to the movers leaving.

Claims for shipments within the state of Utah must be postmarked within 15 days. Please note that outside of this limited time- frame for a claim submission, employees or agents are unable to obtain a copy of your contract and will be unable to assist the shipper. A verbal report to the carrier or any agent or employee of the carrier does not constitute a submission of claim. Employee or agent of the carrier cannot submit a claim on your behalf.

Claims for shipments with destinations outside of the state of Utah should be submitted in writing within **9 months** from the date of delivery. Please note that claims submitted outside of this time-frame will be considered invalid and employees or agents of the carrier will be unable to obtain a copy of your contract and will be unable to assist the shipper.

All claims should be submitted via the instructions on the carrier website at *URL*. If shipper is unable to access or complete the form located at this webpage, a written statement including your name, applicable shipment dates, list and description of damages with supporting photos along with estimated weight of damaged items, should be sent and post-marked within allotted time-frame to:

We-Haul Moving Moving

95 Frontier Drive Washington, Utah 84780

WehaulSouthernUtah@gmail.com

Please note that once a claim is submitted by the Shipper, the carrier has 30 days to acknowledge claim submission. If you do not receive acknowledgment of your claim, please contact the Carrier and/or re-submit the claim. Once claim is acknowledged, the carrier has 120 days to offer a resolution to your claim. Please note that a resolution is not always possible and will not always be financial in nature. Carrier is not obligated to refund shipment charges. Carrier liability limits apply. Carrier liability exceptions apply.

DO NOT HARASS OR THREATEN EMPLOYEES OR AGENTS OF THIS CARRIER.

Please note that threats of claims, lawsuits, bad reviews, or using your position of power in association with an attempt at financial gain at the expense of the carrier is extortion and all employees and agents of this carrier are required to report such threats to management and/or governing agencies.

7. ACCOUNT MANAGEMENT

Carrier is on a paper filing system. Any phone calls you make to employees of carrier should include your full name and address, along with a brief update on where you are in your shipment. You should indicate whether you are a prospective client or if you are a shipper with a reserved move date.

7.1. Binding Estimates

Please note that any in-home estimate is considered binding and is generally used only in conjunction with an inter-state move regulated by the Federal Motor Carrier Safety Administration. The primary elements of the binding estimate include:

- Move Date(s)
- Origin Address
- Destination Address
- Pre-Move Inventory

Please note that based upon the essential elements above, the carrier will set forth applicable rates and estimated completion charges. Please note that the carrier shall be bound by the hourly rates and terms found on this binding estimate form and cannot change the hourly rates in association with the above elements. Please note that carrier relies on its revenue generated by binding estimates to plan its operations budget. By moving forward with a binding estimate, the Shipper becomes liable in full for total estimated charges even in the event that actual hours worked by movers or services rendered come in less than anticipated.

If any essential element detailed above changes, the binding estimate is null and void. The Shipper may be liable to the Carrier for the total estimated amount of the binding estimate. And, guaranteed rates and service fees may change for the shipper as well. Please note that regardless of any written estimate, Shippers are liable in full for actual services rendered at guaranteed rates detailed in this tariff, the pre-move inspection form, and the bill of lading.

As Carrier depends on the income from its scheduled operations and this income factors into operations budgets, Shipper may be held liable for the full estimated cost of a scheduled operation in the event of cancellation if the shipper does not give the carrier greater than two weeks notice.

7.2.Collection of Account Charges

Please note that within the state of Utah, the shipper is liable for paying any service (hourly, truck, etc), storage, material charges or any other associated fees in full prior to final release of goods regardless of any previous estimate. This means account balance is due in full before the truck arrives and/or is opened.

Please note that if delivery address is outside of the state of Utah, carrier may require the shipper to pay account balance in full prior to the shipment leaving Utah as a certified bank check or money order and carrier may only collect 110% of the binding estimated charges. Please note that collection of charges may be estimated by the movers. Please note that as service is hourly and

movers are collecting before offload, Carrier reserves right to compile a final invoice of charges to be delivered or post-marked to the shipper within 30 days at which point the payment terms are as found in Section 7.3 below.

Please note that failure to pay account charges as outlined above will result in the carrier being forced to suspend shipment and to divert shipment to storage (either storage owned by the carrier or a third party storage unit under the name and authority of the carrier) until account balance is paid in full. Any labor costs that the carrier incurs due to failure of the shipper to pay account balance must be billed to the shipper and any storage costs must be billed to the shipper.

The carrier accepts cash, certified bank check or money order and the shipper is expected to have said payment form ready for the movers on the day of their move in the total estimated amount of the move minus the initial deposit. The carrier does not accept personal checks.

The carrier accepts Mastercard, Discover or VISA (*Cash, Venmo, Cash App, Zelle, Paypal, Cashiers Check, Personal Check or Money order*) for final payment in certain instances. However, movers do not have credit card machines in the field. There is a 3% handling charge to call payments into the main office. These handling charges are used to ensure that the carrier has office staff that may process and verify credit card payments for our movers who do not have the ability to do so in the field. No exceptions.

Handling charges will not apply to initial deposits. Please note that personal checks may be used for initial deposit. Please note that carrier will not service move if deposit does not clear.

All payments to the carrier are non-refundable. Shippers may pay account balance in full ahead of the move date; however, shipper must understand that this payment is non-refundable as carrier will not hold funds for the shipper and they will become part of day to day operating expenses. The final charges for services rendered will be in accordance with this tariff or as otherwise specified on the "bill of lading" and is non-negotiable.

7.3.Account Balances

Carrier does not extend credit to the Shipper except where required by state or federal law. In instances where carrier is required to extend credit, carrier will allow a 30 day free credit period for uncollected balances for services rendered that remain on account after final release of goods.

There will be a service charge of 2% added to account for each 30 day period that account remains unpaid by shipper. Please note that carrier reserves any and all rights to collect unpaid balances and/or forward uncollected balances to a collections agency.

7.4.Account Fraud & Prevention

Please note that all calls you make to the carrier may be monitored and/or recorded. Please note that carrier may keep detailed call records. Please do not lie or make false statements to agents or employees of the carrier. Do not intentionally omit vital account details when communicating with agents or employees of the carrier in an attempt to defraud the carrier for financial gain. (Example: Seeking a refund from an agent or employee when other agents or employees already gave you a refund or failed to collect in full for services rendered)

Please note that all payments made to carrier are non-refundable. Agents and employees of the carrier cannot refund a payment to the shipper once a payment has been made.

Please note that employees and agents of carrier may be required to report suspected account fraud to management and/or governing agencies.

7.5.Closed Accounts

Closed accounts may be filed away into our shipment records or disposed of. Please note that there should be no reason to pull the documents in a closed account later than thirty days after the completion of a shipment as carrier requires any claims for loss or damage to be filed in writing within fifteen days of completion of shipment (or 9 months to applicable inter-state shipments). Carrier is not liable for any reason if report is not filed within that period. Please note that there is a **\$100** fee billable to the shipper contained on the bill of lading should the documents be pulled from carrier records for any reason by any party and a **\$100/hr** service charge may be applied to certain requests.

7.6.Abuse, Hostility and Harassment

Carrier does not tolerate abuse, hostility or harassment from the shipper or shippers associates (friends/families/lawyers/etc) to its employees or agents. Please note that carrier may refuse service at any time for any reason, even if a shipment has already commenced. If carrier finds itself in possession of the goods of a hostile shipper, these goods may be diverted to its private warehouse or a public warehouse and a lien shall be placed on that shipment until account balance has been paid in full. Shipper responsible for any warehousing costs incurred as well as any costs incurred in association with this tariff. Upon payment of all charges in accordance with the applicable rates found in this tariff document, goods will be released to shipper. Please note that carrier retains right to record telephone lines.

7.7.Relatives & Friends

Please note that employees or agents of the carrier may be unable to communicate with friends or family of the shipper in regards to private contract information. Friends or family may not

understand contract terms and conditions. Thus, Carrier may refuse to speak with anyone who is not specifically on the bill of lading for a shipment

7.8.Claims Department

Please note that the claims department DOES NOT maintain telephone lines as all complaints and claims for loss or damage must be communicated in writing no later than fifteen days (or 9 months if inter-state) after release of shipment. Please note that suits or claims shall not be brought upon the carrier if a claim is not postmarked by the shipper within 15 days of the move and confirmed by the carrier within 30 days of receipt. Failure to deliver claim in writing no later than fifteen days (or 9 months if inter-state) after release of shipment is at shippers own risk. Please note that employees or agents of Carrier are not able to assist shippers in lowering or waiving approved tariff charges. Carrier asks shipper not to call our employees on telephone lines as they will not be able to assist in damage or loss claims. Carrier asks that shippers do not harass employees or agents of the carrier.

8. IMPORTANT DOCUMENTS

There are several important documents that the shipper should be aware of.

8.1.Moving Tariff

Moving tariff is a document periodically approved and on file with the STATE Department of Public Utilities. The STATE Department of Public Utilities may provide you a copy of this document. This document can change at any time for any reason and will govern your move. An updated copy of this document is also maintained on the web at <https://wehaulsonthernutah.com/>. This document is important as it contains the guaranteed rates and terms of service applicable to shipments through this carrier.

8.2.Pre-Move Inspection Report

This document serves as a pre-move inventory conducted by an in-home estimator or agent of the carrier. This document contains the guaranteed rates of the carrier. This document serves to notify appropriate operations personnel which power units and trailers are recommended for the shipment, as well as recommended moving staff for any particular shipment. **This document is not a bid or a contract. This document contains estimated charges for the purpose of scheduling and preparing shipper for expected costs.**

8.3. Confirmation

This is a document sent through email or mail that may contain confirmation of move dates, a summary of services, deposit information, guaranteed rates of service, applicable discounts, and estimate of charges. The document is not required and often sent as a courtesy to the shipper. This document is not a contract or a bid and never to be construed as such. Although this document is not required, if you do not receive this document, you may want to confirm your move with the main office.

8.4. Bill of Lading

This is an important document that authorizes the carrier, "We-Haul Moving" to transport goods from an origin address to a destination address. This document also serves as the contract between the carrier and the shipper. This document also serves as the transportation bill. On the reverse side of the bill is a copy of the Terms and Conditions of the shipment. The Shipper must declare the value of their shipment on this document prior to commencement of the move. The Shipper MUST sign this document prior to commencement of the move. The Carrier cannot begin a shipment before this document is signed. In the event that a shipment begins without a bill of lading, such shipment shall be made at no liability to the carrier, and is at the sole risk of the shipper.

8.5. Claims Submission Form

This is a document that can be provided by our employees or maintained on our website which includes all the standardized disclosures and requests that the carrier will need to fulfill a claim of loss or damage for a shipper.

8.6. Mutual Release

A mutual release document shall be signed prior to any refund from the carrier to the shipper. This document effectively states that the carrier releases shipper from any future claims and liability in association with a specified shipment. The shipper shall release the carrier from any future claims or liability in association with the specified shipment. This document is often sent after a claim has been processed and the carrier is preparing to refund a shipper. Please note the shipper must send the signed mutual release back to the carrier within 30 days. Failure to return the signed mutual release within 30 days will forever release carrier from any and all liability in association with the specified shipment. Please note that this policy is to prevent liabilities from building up over time due to non-response and there are no exceptions to this policy.

9. TYPICAL OFFICE HOURS

Monday through Friday 6:00am-8:00pm

Except for Holidays (and, surrounding days)

Please note that operations run independently from office hours and we accept moves **7 days** per week/ 14 hours per day except on major holidays (and, possibly days leading up). Please note that weekend moves may void discounts. Please note that inter-state deliveries must be scheduled Monday through Friday only.

Pick up your 10 free book boxes at 95 Frontier Drive Washington, Utah 84780 after you have placed a deposit for a reserved moving date.

[BK1]Do you want it to be default amount of 25\$?

[BK2]Do you want this to be at this rate?

[BK3]Did you check these out?

