

**2BROTHERS SERVICES INC.
DBA
2 BROTHERS MOVING & DELIVERY**

ODOT FILE # 130303

TARIFF 1

NAMING

LOCAL & DISTANCE RATES, CHARGES
AND
RULES AND REGULATIONS GOVERNING
Transportation of
HOUSEHOLD GOODS
IN OREGON

(see page 5 for specific scope of authority)

This Tariff Applies on Oregon **INTRASTATE** moves only

ISSUED BY:

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2Brothers Services Inc. DBA 2 Brothers Moving & Delivery

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Rev. 0

Page Correction No. 0

EFFECTIVE: July 28, 2010

CHECK SHEET

All of the pages contained in this Tariff are listed consecutively. REV# indicates Revision Number. COR# Indicates Correction Number. The pages of this Tariff, and the supplements to this Tariff, listed on this page bear issued dates which are the same as, or are prior to, the issued date of this page. "0" in the REV# and COR# columns indicate an original page.

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GOVERNING PUBLICATIONS

Except as otherwise provided, this Tariff is governed by the following publications, supplements thereto and subsequent re-issues thereof

If there is a conflict between this Tariff and any Bill of Lading or other shipping document prepared in connection with a shipment, this Tariff will control and govern the movement of goods.

☐

Practical Routing Method between Specific Zip Codes will be the routing method used. City Centers may be used ONLY when specific Zip Codes are not available.

If an error in mileage is found using the electronic mileage guide noted, then the carrier may use the shortest practical mileage routing, excluding the restricted road segments. In that event, please refer to an official Oregon state map.

PUBLICATION	ODOT DESIGNATION	NOMENCLATURE	ISSUING AGENT
OAR #740-060-0100	OR Administrative Rules	Motor Carrier Rules and Regulations	ODOT – OR Dept. of Transportation
ORS Chapter 825	Oregon Revised Statutes	Oregon Laws	ODOT – OR Dept. of Transportation
GoogleMaps.com		Mileage Reference Guide/software/website	

Within this Tariff, these terms have the following meaning:

- “Carrier” refers to **2Brothers Services Inc., DBA 2 Brothers Moving & Delivery.**
- “Shipper” refers to the customer being moved.
- “Customer” and “Shipper” have the same meaning.

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2BROTHERS SERVICES INC., DBA 2 BROTHERS MOVING & DELIVERY

Providing Household Goods Moving Service in Oregon in the following areas:

For Local Cartage Moves:

- ***Within the Portland Commercial Zone.*** (see definition below)

The Portland Commercial Zone is defined as the area which includes all points located within the incorporated city limits of Portland, Oregon, and within a ten (10) airmile distance of said city limits; and includes all of the area located within the incorporated limits of any city any part of which is located within a ten (10) airmile distance of the city limits of Portland.

“Local Cartage” means the transportation of any class of property by motor vehicle for compensation when the transportation is performed wholly within an incorporated city or a commercial zone adjacent to an incorporated city.

For All Other Moves (other than Local Cartage):

- ***From All points within Multnomah, Clackamas and Washington Counties, on the one hand, and to All points in Oregon, on the other***

THE RATES AND RULES FOUND IN THIS TARIFF APPLY TO TRANSPORTATION OF HOUSEHOLD GOODS IN OREGON.

- Rates named in this Tariff apply to the Transportation of HOUSEHOLD GOODS, defined by the Oregon Revised Statutes Chapter 825.005 (8) as:

The personal effects or other property used or to be used in a dwelling but does not include property transported from a store or factory or property exclusively for office use.

NOTE: All moves made wholly within small towns with populations less than 10,000, and not in a defined commercial zone, are not subject to Oregon household goods rates regulation and not subject to the rates or rules in this tariff. (see ORS 825.240 and OAR 740-060-0100)

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HOURS OF OPERATION

2Brothers Services Inc, DBA 2 Brothers Moving & Delivery provides moving services

8:30am to 7:00pm - 7 days a week, including all holidays except:

- Thanksgiving (4th Thursday in November),
- Christmas Eve (December 24th) and Christmas day (December 25th), and
- New Years Day (January 1st)

(We take moves on a case-by-case basis in terms of if someone needs a different time)

ACCESSORIAL SERVICES

- Except as otherwise provided herein, rates or charges shown in this Tariff covering accessorial services rendered by the carrier are in addition to the transportation rates named in this Tariff.

INVENTORIES

An inventory of items shall be prepared for all intercity shipments (moves from one city to another) prior to loading the shipment. The carrier's representative must list any damage or unusual wear.

- For the purposes of this rule, an intercity shipment is a shipment that takes place beyond the local move area as defined within this tariff.
- Shippers (customers) shall be allowed to note in writing on the inventory document any disagreement with entries regarding damage or unusual wear noted by the carrier's representative.

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COMMUNICATING COSTS WITH CUSTOMERS (and ESTIMATES)

When booking a job with a customer, the office personnel will use the internet site "Google Maps.com" to determine and estimated total distance and drive time for the move. This information, along with the hourly rate applicable to the move (but not reflecting the total cost of the move) will be communicated to the customer. Because oral or telephone estimates are not permitted by Oregon law, all such communications will be followed with the information also being provided in writing to the customer, along with an "Our Policies" brochure as well as the ODOT required brochure titled "General Information for Moving Household Goods in Oregon".

If the customer is on the phone and does not have email, the customer will be mailed a copy of the confirmation information along with an "Our Policies" brochure and the ODOT required brochure titled "General Information for Moving Household Goods in Oregon". If there is not sufficient time for the mail to arrive at the customer's address prior to the scheduled move date, the job will be rejected by the carrier after an alternative date is offered to the shipper.

If the customer requests an estimate of the projected total for the move, including travel, labor, and all other charges, a written estimate may be provided at the carrier's option. However, an estimate of charges will only be given after a visual inspection of the goods by the carrier. Binding estimates or guarantees of actual charges are illegal on intrastate transportation of household goods in Oregon. All estimates are non-binding. Final charges for moves must be based on rates published in this Tariff, regardless of any estimate given prior to the move.

Upon arrival at the job the customer will be presented with our contract terms and conditions with our bill of lading. The customer will again be presented with a brochure labeled "Our Policies" containing the same information they were previously provided. The customer will then be asked to sign the bill of lading indicating they received a copy of the form entitled "General Information For Moving Household Goods In Oregon", agree with the terms and conditions, and to select their valuation option. If the customer refuses to sign the bill of lading, the shipment will be refused without charge.

- The carrier reserves the option to a use a different route than the shortest most practical route shown in the above mentioned web Guide. The route that indicates or results in less miles or time will be documented and used for the final billing to the customer.
- When, at the customer's written request, a longer route than the shortest most practical route shown in the above mentioned web Guide is requested, the mileage and/or time over the longer route as shown therein will apply.

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COMMUNICATING COSTS WITH CUSTOMERS (and ESTIMATES) (continued)

When, during the course of the moving process, it is determined that the final cost of the move may exceed the original estimate by 10% or more, the carrier shall prepare an addendum to the estimate and obtain the customer's written approval before continuing with the move.

MULTIPLE TRIPS

If a second trip between the customers new and old home is necessary to safely transport all of their belongings without damage, the customer will be notified and will have the option to take another trip or not.

APPOINTMENT CHANGES AND CANCELATION

A deposit will not be required in order to book a move. There are no charges for cancelations. However in the event the customer does not notify us about any changes to their move until our movers have already arrived at their home on moving day, then we consider arriving as rendering a billable service to which our current minimums will apply.

PAYMENT OF CHARGES

- Payment is due at the end of the job. The forms of payments accepted are cash or check with a valid photo ID.
- When 2Brothers Services Inc, DBA 2 Brothers Moving & Delivery has provided an estimate of charges applicable to a move and credit arrangements have not been previously established, and where actual charges exceed the estimate by more than 10 percent, the carrier will, upon request of the shipper (customer), extend credit for such excess amount over 10 percent above the estimate, provided the customer promises to pay the balance of the charges within 15 days after delivery, excluding Saturdays, Sundays and Holidays.

TERMINAL LOCATION

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For purposes of this tariff, the terminal location for 2Brothers Moving & Delivery is located at:
4949 SE 26th Ave, Portland, Oregon

RATES

- Rates published in this Tariff are named and payable in United States currency.
- All charges will be expressed in cents or dollars and cents, as appropriate.
- Except as otherwise provided, time is computed to the nearest quarter (¼) hour.
- All services carry a minimum 2 hour charge, unless otherwise indicated in this tariff.

HOURLY RATES*

	Regular Hourly Rate	Overtime Hourly Rate
Two Men and a Truck	\$89/hr.	N/A
Each Additional Man	\$40/hr.	N/A

- * 2 Hour Minimum on all moves

Time will start with the departure of the vehicle from the carrier's terminal and will cease upon the arrival of the vehicle at the carrier's terminal.

CHARGES FOR LOCAL MOVES

Local moves are moves wholly within the Portland Commercial zone (see definition of Portland Commercial zone on page 5).

Charges for all local moves will be at the hourly rate indicated above, and subject to the indicated minimum charge. Time for all local moves will start with the departure of the vehicle from the carrier's terminal and will cease upon the arrival of the vehicle at the carrier's terminal.

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CHARGES FOR DISTANCE MOVES

Distance moves are considered "Other Than Local Cartage" household goods moves where one or both of the customer's origin or destination is not within the same incorporated city or commercial zone, as defined in this tariff. (see definition for Portland Commercial zone- page 5)

- Distance moves are subject to a trip fee calculated at \$2.69 per mile, beginning with the departure of the vehicle from the carrier's terminal and ending upon the return of the vehicle to the carrier's originating terminal location. Distance moves are charged this trip fee in lieu of hourly drive time for travel. Distances are calculated using Google Maps.com
- In addition to the trip fee, time taken for loading and unloading of the truck will be charged at regular hourly rate shown under "HOURLY RATES".
- There is no minimum hourly charge incurred for distance moves. (see "APPOINTMENT CHANGES AND CANCELTATION" for exception)

PACKING AND PACKING MATERIALS (ea.)

ITEM	SIZE	PRICE PER ITEM
Small Box	16" x 12" x 12" (1.5 cu/ft)	\$1.50
Medium Box	18" x 18" x 16" (3.2 cu/ft)	\$2.10
Large Box	18" x 18" x 24" (4.0 cu/ft)	\$2.75
X-Large Box	24" x 18" x 24" (6.0 cu/ft)	\$3.50
Wardrobe	w/ bar (20")	\$10.25
Dish-pack	18" x 18" x 28"	\$5.25
Tape	2" x 110 yd	\$2.25
Bubble Wrap	50 ft. small bubble	\$7.24
Bubble Wrap	50 ft. large bubble	\$8.49
Packing Paper	25 lbs. bundle	\$17.98
Astro-foam	25 ft.	\$5.98
4-Way Mirror Boxes	40" by 60" X 3"	\$6.54
Twin Mattress Bag	87" x 39" x 10"	\$5.00
Queen Mattress Bag	92" x 60" x 10"	\$5.00
King Mattress Bag	96" x 78" x 10"	\$5.00

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LABOR CHARGE FOR PACKING OR UNPACKING

- Labor for packing or unpacking services on the day of the move will be charged at the hourly rates shown under "HOURLY RATES".
- Labor for packing or unpacking provided other than the day of the move will be charged at the rate of \$75 per hour plus a \$30 Trip Fee for 2 persons (\$40/hr. for each additional person).

HEAVY, HAZARDOUS OR BULKY ITEMS

The customer will not be required to pay an additional fee for heavy or bulky items. However the following policies apply:

I. Carrier will not move a piano if carrying the piano is required. Meaning we cannot move the piano if: it goes up or down more than three steps, it has to travel over an uneven surface, or it has to be tilted in order to clear a narrow area such as a hallway. The same rule goes for gun safes, stand alone shop tools and piano variants (organs, large electric pianos etc).

II. Carrier will not move a mini grand or grand piano.

III. Carrier will not move anything that isn't standard household furniture. Ex: pool tables, hot tubs, bathtubs, anything that would be normally attached to a structure (dishwasher, counter tops etc) large plants or pots, or machinery.

IV. Carrier will not move any flammable, hazardous, or dirty items such as cleaning agents, fuel within a lawnmower, manure, or furniture with a dirty exterior.

V. At any time the carrier reserves the right to refuse to move an item. A couple examples are if:

- A. It's weight exceeds our limits
- B. The access to the item prohibits us from lifting the item using proper lifting techniques
- C. The item has biological hazards on or in it

If we do refuse to move an item we will likely offer an alternative solution first such as the need to have a contractor remove a window for an oversized item, call in additional movers for a very heavy item, or to have the customer clean a biohazard item. In rare situations we may refuse to perform the move due to extreme conditions in which case the customer will not be charged for the services rendered.

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INSURANCE

The cost of any insurance in the name of or for the benefit of the customer (shipper) will NOT be assumed by 2BROTHERS SERVICES INC., DBA 2 BROTHERS MOVING & DELIVERY.

EXCLUSIONS:

The carrier shall be liable for physical loss of or damage to any article from external cause while being carried or held in storage in transit EXCEPT for condition or flavor of perishable articles, and EXCEPT documents, currency, money, jewelry, pre-assembled or prefabricated furniture, veneer, watches, precious stones or articles of extraordinary value which are not specifically listed on the bill of lading; and except loss or damage 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 force; or (B) by military, naval or air forces; or (C) by any agent of any such 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, seizure or destruction under quarantine or customs regulations, confiscation by order of an government or public authority, or risks of contraband or illegal transportation to 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; or

e: From Acts of God when the shipper releases the value of each article in the shipment to a value not exceeding 60 cents per pound per article.

f: From breakage of china, glassware or any other articles of a brittle or fragile nature unless packed by the carrier or unless such breakage results from negligence of the carrier.

g: Neglect on the part of the shipper/consignee including damage caused by debris on the floor, objects of the shippers within walkways, defects in structural manufacturing wherein the structure is occupied by the shipper/consignee.

h: From any act from which shipper/consignee acknowledges damage may occur but consents to actions to which make it necessary to perform carriers services wherein the shipper/consignee has been duly informed of risks when realized OR, shipper/consignee instructs carrier to perform the act prior.

i: From any damage to goods that results from defects in manufacturing of the goods or where normal operations were followed and damage was not preventable.

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DECLARATION of VALUE – LIABILITY LIMITATION

Shipments moving under the rates named in this Tariff are subject to the released valuation provisions shown below:

- 2Brothers Services Inc., DBA 2 Brothers Moving & Delivery shall require the customer (shipper) to state specifically in writing on the Bill of Lading the declared lump sum value for the entire shipment, prior to the commencement of service.
- Shipments of Household Goods are released at a value not exceeding 60 cents per pound per article, unless otherwise specified on the Bill of Lading.
- As used in this Tariff, the phrases "released value", "declared value" and "value declared by the customer (shipper)" shall have the same meaning.
- The customer shall have the following options for the declaration of value and the carrier's maximum liability shall be limited in accordance with the declared value:

Option 1 Released Value Protection/Almost No Coverage. This type of valuation pays up to 60 cents per pound per article for any lost or damaged article. For example, it would pay a maximum of \$30.00 for a 50-pound table (\$.60 x 50 lbs.). You are not required to pay an extra charge for this option;

NOTE: For shipments moving under rates in this tariff, a lump sum value must be declared in order to choose valuation options 2 or 3.

Option 2 Depreciated Value Protection: When the shipper elects the Depreciated Value Protection option the following valuation charge shall apply.

For each \$100.00, or fraction thereof, of declared value, the valuation charge shall be **50 cents per each \$100.00 of value.**

Option 3 Replacement Cost Protection: When the shipper elects the Replacement Cost Protection option the following valuation charge shall apply.

For each \$100.00, or fraction thereof, of declared lump sum value, the valuation charge shall be **85 cents per each \$100.00 of value.** (a value of \$10,000.00 or greater must be declared when selecting this option)

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DECLARATION of VALUE – LIABILITY LIMITATION (continued)

When Replacement Cost Protection is ordered **in writing** by the customer, 2BROTHERS SERVICES INC., DBA 2 BROTHERS MOVING & DELIVERY will guarantee either replacement of articles lost or damaged while in the carrier's custody, reimbursement for full replacement cost, or satisfactory repairs.

- When Replacement Cost Protection is ordered, this Item applies in addition to other Items in this Tariff. Where provisions of this Item conflict with other Items in this Tariff, provisions of this Item will apply.
- Depreciation factor on claims for lost or damaged items will NOT apply when Replacement Cost Protection is provided by the carrier.
- Replacement is defined as providing as good as, or equal to in value to the lost or damaged Item(s).

If a shipper refuses to agree to a declared valuation **in writing**, the shipment may be refused.

If a shipper fails to state a declared value **in writing**, as required in this Item, and the shipment is accepted by the carrier, the shipment will be deemed released to an amount equal to **\$1.25** times the actual weight of the shipment (in pounds). The released value of the shipment will be estimated calculating the weight of the shipment as 7 lbs per cubic foot of space utilized and then applying **\$1.25** times the estimated weight of the shipment. The valuation charge named in "Depreciated Value Protection" shall apply.

The declared value and the carrier's maximum liability (whether or not loss or damage occurred from carrier negligence), as determined under this rule, shall apply to any claim resulting from the performance or failure to perform by the carrier of any service, including accessorial services, which the carrier has contracted to perform.

For shipments with a declared value of the Depreciated Value Protection option, the value of articles lost or damaged will be subject to depreciation.

Subject to the declared valuation, the carrier may elect to replace lost or damaged articles, to reimburse the shipper for the loss, or to make satisfactory repairs. If the carrier replaces or reimburses the shipper, the damaged articles become the property of the carrier.

In the event of loss or damage to a matched pair or set of items, the carrier's maximum liability will be limited to compensation for the damaged or lost individual Item only.

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DECLARATION of VALUE – LIABILITY LIMITATION (continued)

For shipments with a declared value of other than the Replacement Cost Protection option, declared lump sum value means depreciated value of the maximum liability of the carrier for the total body of goods transported. For the Replacement Cost Protection, declared lump sum value means the value of the maximum liability of the carrier for the total body of goods transported.

CLAIMS FOR LOSS OR DAMAGE

- Any claim for loss or damage to your property shall be in **writing** and shall be accompanied by the original of the paid bill for transportation and the original of the Bill of Lading or the shipping receipt, if not previously surrendered to 2BROTHERS SERVICES INC., DBA 2 BROTHERS MOVING & DELIVERY. 2BROTHERS SERVICES INC., DBA 2 BROTHERS MOVING & DELIVERY may require a certified or sworn statement of claim.
- Claims must be filed with 2BROTHERS SERVICES INC., DBA 2 BROTHERS MOVING & DELIVERY within **three (3) months** after completion of the move as shown on the Bill of Lading.
- 2BROTHERS SERVICES INC., DBA 2 BROTHERS MOVING & DELIVERY's maximum liability is limited by this Tariff and the Bill of Lading Terms and Conditions.
- 2BROTHERS SERVICES INC., DBA 2 BROTHERS MOVING & DELIVERY shall be immediately notified of all claims for visible or concealed damage and shall be given reasonable opportunity to inspect alleged concealed damage in the original package(s). Notation of damage on 2BROTHERS SERVICES INC., DBA 2 BROTHERS MOVING & DELIVERY's copy of the delivery receipt will constitute such notice.
- Claims must be emailed to claims@2brothersmoving.net or mailed to 4949 Se 26th Ave Portland, Or 97202 with the following: 1) what the item is (ie "desk), 2) what the damage is, 3) two pictures or more of the item, and if possible 4) a brief description of how the damage occurred (if you don't know, that's OK). Customer will be notified once carrier has received the information and reviewed it.
- At the carrier's option the claim may be referred to an AMSA registered claims administrator for processing. If such a referral takes place the customer will be furnished with the contact information for said claims administrator and notified of the status of their claim.

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