#### The CMSA 103rd Annual Convention is Going



5 consecutive Tuesdays (4/6-4/13-4/20-4/27-5/4)

Register the following company's representatives.

Company Name	Phone ()
CMSA Member	Email Address
Guest Name	Email Address
Guest Name	Email Address

#### **REGISTRATION**:

Sessions will include: Chairman and President reports, Scholarship and CMSA Charities presentations, Legislative review with CMSA Lobbyist Shaw / Yoder / Antwih / Schmelzer & Lange, Inc., a presentation from the Bureau of Household Goods and Services, Van Line Panel, Military Affairs Panel, Presentations by ATA MSC and IAM, and other presentations. The sessions will be held over FIVE (5) consecutive Tuesdays (4/6 - 4/13 - 4/20 - 4/27 - 5/4) on ZOOM between 10am - 12:30pm - at a cost of \$100 per participant.

#### CMSA MEMBER/GUEST .....\$100.00

NON-MEMBER ......\$300.00

Enclose registration fees with this form. Make checks payable to **CMSA** and mail to:. CMSA, 10900 E. 183rd St., Ste 300, Cerritos, CA 90703. Credit card registrations may be faxed to (562) 865-2944. Call the CMSA office at (562) 865-2900 for any questions.

( ) Credit Card ( ) Check enclosed Amount \$\_\_\_\_\_

 Name on Card
 Card #

Card Billing Address

Three-Digit CVV Number

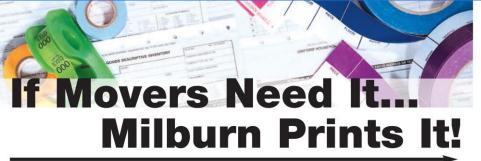
<u>CANCELLATIONS</u>: Cancellations made before March 31, 2021 will be subject to administrative fees plus any incurred costs (not to exceed 50% of total fees paid). After March 31, 2021, we will be unable to make refunds. Substitutions will be accepted, but we need to know one week in advance.





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## Completing MAX 4 Paperwork!

BY STEVE WEITEKAMP

CALIFORNIA MOVING & STORAGE ASSOCIATION

10900 183<sup>RD</sup> STREET, STE 300 | CERRITOS, CA | 90703

▲ (562) 865-2900 | SWEITEKAMP@THECMSA.ORG



#### REGULATOR

- The regulator has changed from the California Public Utilities Commission (CPUC) who had regulated used intrastate household goods moving for over 90 years.
- The current regulator, effective July 1, 2018 is the Bureau of Household Goods and Services (BHGS), which oversees the regulation of household good movers.



#### **Regulation Basis**

- Business and Professions Code Division 8, Special Business Regulations Chapter 3.1, Household Movers Act Operative July 1, 2018. The state of California code is the law which is the basis of the MAXIMUM RATE TARIFF 4 (The Tariff) and the rules that apply to all household goods movers.
- I9225. This chapter may be cited as the "Household Movers Act."



#### Regulation Applicability

19225.5. (h) "Household mover" includes every corporation or person, their lessees, trustee, receivers, or trustees appointed by any court whatsoever, engaged in the permitted or **unpermitted** transportation for compensation or hire as a business by means of a motor vehicle or motor vehicles being used in the transportation of used household goods and personal effects over any public highway in this state. A broker, as defined in subdivision (a), shall be considered a household mover.



#### Regulation

19237 (b) A household mover that engages, or attempts to engage, in the business of the transportation of used household goods and personal effects in violation of subdivision (a) shall not enforce any security interest or bring or maintain any action in law or equity to recover any money or property or obtain any other relief from any consignor, consignee, or owner of household goods or personal effects in connection with an agreement to transport, or the transportation of, household goods and personal effects or any related services. A person who utilizes the services of a household mover operating in violation of subdivision (a) may bring an action in any court of competent jurisdiction in this state to recover all compensation paid to that household mover.



#### Important Notes

I. For transportation services provided by a household mover, the "Not To Exceed" amount set forth in the notice and the agreement between the household mover and the consignor shall be the maximum total dollar amount for which the consignor may be liable for the transportation of household goods and personal effects and any additional services ordered by the consignor, including any bona fide change order permitted under the rules and regulations administered by the bureau, and agreed to by the consignor before any goods or personal effects are moved from their location or any other services are performed.



#### Important Notes

- II. "A mover cannot refuse to release your goods once you have paid the "NOT TO EXCEED" amount for the transportation of your goods and personal effects and any additional services that you have agreed to in writing. The "NOT TO EXCEED" amount must be reasonable.
- III. "A mover cannot, under any circumstances, withhold food, medicine, medical devices, items to treat or assist a disabled person, or items used for care of a minor child. A mover without a valid permit has no right to withhold your goods for any reason, including claims that you have not adequately paid for services rendered.



### ITEM 136 - DECLARATION OF VALUE

Unless shipper expressly declares a value other than \$20,000 for the shipment, carrier's maximum liability for lost and damaged articles in a shipment shall be up to \$20,000 of actual cash value. AT NO COST TO THE SHIPPER – failure to list all valuation rates on all documents will result in \$20,000 free coverage.

On shipments accorded storage-in-transit under the provisions of Item 160, separate valuation charges may be assessed for the transportation from initial point of origin to point of storage, for storage (one time charge), and for the transportation from point of storage to point of destination.



#### Valuation - continued

Note: 19248. (c) The bureau shall require all household movers to procure and continue in effect during the life of the permit cargo insurance in the amount of twenty thousand dollars (\$20,000).

The example in this presentation has \$30,000 ACV valuation. Please ensure that you have cargo coverage in place to support your coverage amount.



### WHAT IS A BONA FIDE CHANGE ORDER?

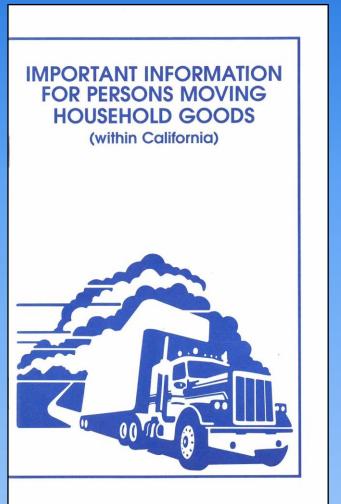
A document that addresses a change in price based upon a material change in the facts by the shipper.

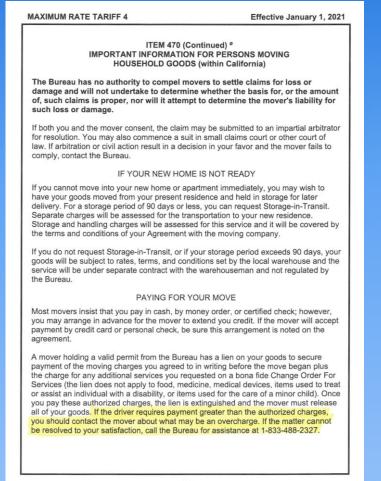
- Information not provided or changed from the original estimate
- What is not basis for a change order
  - Job is taking too long.
  - Crew is tired from the job they had yesterday.
  - We had equipment trouble.



#### Important Information Booklet

"If your mover does not ensure you have this booklet, you are eligible for a \$100 refund from your mover."







#### Legal Disclaimer

Participants of this program will adhere to the CMSA Antitrust Guidelines.

- The rates reviewed in this presentation are examples only and generally represent MAX 4 maximum rates at the time the slide was developed.
- There will be no discussion about rates other than the examples given.



### Estimating Cost of Services Local Move & Long-Distance Move



#### BASIS FOR CARRIER'S ESTIMATED COST OF SERVICES • THIS IS NOT A CONTRACT Steve's Moving & Storage CALT - 7001 Steve's Best Mover TriStar Transport 1 CMSA Rd., Big Town, CA 90703

BILLING ADDRES										LING CONTACT			
MOVING FROM	123	Main St	t., Anytov	vn, CA	90101					TE OF PACKING			
MOVING TO	456	Broads	St., Los Ar	ngeles,	CA 90	046	REC		DA	TE OF MOVING	1/21/2	2021	
SECOND PICK-UP				-						LIVERY REQUES			
LOCAL M	IOVE	LONG	DISTANCE				CE MOVE		STORAC	BE X PAC		UNPA	
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Flights At Destinatio	n		(No.)		V		Shuttle 5	ervice At Or	igin	gaung		V V	
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Packing Material De	livery/Picku	p		-	V	-	Expedite	d Service	Labor	1	Y	1	
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No. Long Carry Flights		_at	-	per 100 lb	is. \$		Bridge or F	erry Tolls (E:		ringins		\$	
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tight Wilhong

THIS SIDE TO BE COMPLETED ONLY AFTER REVERSE SIDE IS COMPLETED AND CARBONS ARE REMOVED

ESTIMATOR'S SIGNATURE

DATE OF SIGNATURE 8/3/2018

COMPLETE THIS SIDE FIRST. AFTER COMPLETION OF CUBE SHEET, GRASP BOTTOM STUB AND PULL TO REMOVE CARBONS. TURN FORM OVER AND COMPLETE OTHER SIDE. NO CARBON RECESSARY WHEN COMPLETING OTHER SIDE.

#### TABLE OF MEASUREMENTS

10					1-					1.0	ARTICLE			1111	1	ARTICLE		1. 16	
	WING AND RUY ROOM					BEDROOM	1				PORCH, OUTDOOL FURNITURE & EQU	4				OTHERT	TEMS		
Blac, PA		tú	1.26	1.5	100	Chain Brouder	10	11	20		Bateoue or Port Gri	1.11	1	10					
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	versumes.			25		Concus Sea		1	10		Later, Extension			10					
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	inget :										Lant Mysee; (Preset)					Its he Fecked	by Strippe	17	
	Indahar					Rug, Small Hull or	Pad 3		1.		Lines Mover, (Hide)	25				Dah Pace.		10 5	50
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	California ct. par Sact.	- 60	-	-		Purg, Large Rot or Purg. Simul Rat or				in.	GARAGE		in the second					-	-
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rb.



Local Move

Estimate

# Why the Basis for Carrier's Estimated cost for Services

Completed Form:

- Protects and informs both the shipper and the mover
- Provides needed information for dispatch and crew
- Provides a solid basis for change order if needed



#### BASIS FOR CARRIER'S ESTIMATED COST OF SERVICES - THIS IS NOT A CONTRACT Steve's Moving & Storage Steve's Best Mover TriStar Transport

1 CMSA Rd., Big Town, CA 90703

Long-Distance Move Estimate

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in no way obligat	ed to have th	he above nan	ned carrier per	rform any s	ervices. 1	request only	the service	es and items li	sted on this d	Deductible locument be considered ave received a copy of petween row and moving date, call	in determini	ng the esti	imated cost.	
ORTANT INFORMA	FION FOR PER	RSONS MOVE	NG HOUSEHOD	D GOODS	X X	John	Smith	ятеру аскложи	xuyê that I ha	ave received a copy of	une informa	won mater	hai entitied,	1.04
	and the second second				Signatur	re of Shipper or St	hipper's Represer	native NOTE If moving	conditions change	between now and moving date, call	the above carrier.		Date	Sett.
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THIS SIDE TO BE COMPLETED ONLY AFTER REVERSE SIDE IS COMPLETED AND CARBONS ARE REMOVED

COMPLETE THIS SIDE FIRST. AFTER COMPLETION OF CUBE SHEET, GRASP BOTTOM STUB AND PULL TO REMOVE CARBONS. TURN FORM OVER AND COMPLETE OTHER SIDE. NO CARBON NECESSARY WHEN COMPLETING OTHER SIDE.

#### TABLE OF MEASUREMENTS

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#### Not to Exceed (NTE)

19245. (2) The dollar amount for the transportation of household goods and personal effects and additional services may not be preprinted on any form, shall be just and reasonable, and shall be established in good faith by the household mover based on the specific circumstances of the services to be performed.



#### Procedure Permitting a Household Mover to Deviate from Maximum Rate

**Authority.** Section 19253.2 provides, "[t]he bureau may establish procedures by which any household mover may charge or collect a greater rate than the maximum rate established under this chapter." B&P Code §19253.2 replaced PU Code §5193 that referred to, "specific procedures approved by the commission in its Decision 92-05-028."

The elements: (1) After an inspection of the shipper's goods, (2) no less than 3 days before the scheduled move, (3) the carrier provides the shipper, (4) a written estimate, (5) in MAX 4, Item 108 compliant form, (6) that indicates that the rates exceed the maximum fixed rates (7) and show by how much.



#### MAX 4 Tariff Item 465

**MAXIMUM RATE TARIFF 4** 

Effective January 1, 2021

1/21,2021

#### ITEM 465 \* IMPORTANT NOTICE ABOUT YOUR MOVE

IT IS VERY IMPORTANT THAT YOU ONLY AGREE TO A "NOT TO EXCEED" AMOUNT THAT YOU THINK IS A PROPER AND REASONABLE FEE FOR THE SERVICES YOU ARE REQUESTING. THE "NOT TO EXCEED" AMOUNT THIS MOVER IS REQUESTING IS \$ 5,680.95 to perform the following services: All services listed on estimate and items listed on cube sheet.

Excludes patio items listed as not moving.

IF YOU DO NOT AGREE TO THE "NOT TO EXCEED" AMOUNT LISTED OR THE DESCRIPTION OF SERVICES, YOU HAVE THE RIGHT TO REFUSE THE MOVER'S SERVICE AT NO CHARGE TO YOU.

If you request additional or different services at the time of the move, you may be asked to complete a Change Order which will set forth your agreement to pay for additional fees for those newly requested services. If you agree to the additional charges on that Change Order, those charges may be added to the "NOT TO EXCEED" amount set forth above. If you do not agree to the amounts listed in the Change Order, you should not sign it and may refuse the mover's services.

A mover cannot refuse to release your goods once you have paid the "NOT TO EXCEED" amount for the transportation of your goods and personal effects and any additional services that you have agreed to in writing. The "NOT TO EXCEED" amount must be reasonable.

A mover cannot, under any circumstances, withhold food, medicine, medical devices, items to treat or assist a disabled person, or items used for care of a minor child. An unlicensed mover has no right to withhold your goods for any reason including claims that you have not adequately paid for services rendered.

For additional information or to confirm whether a mover is licensed by the Bureau of Household Goods and Services (Bureau), please call the Bureau at 1-833-488-2327 or check the Bureau's license lookup on www.bhgs.dca.ca.gov.

I have completed this form and provided the consumer (shipper) with a copy of this

notice. Dated 1/21,2021 Wilhan Signed

I have been provided with a copy of this form. Signed John Smith

### Combined Agreement Local Move (Front)



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AGREEMENT DUES NOT EXEMPT CARRIER HOM COMPLIANCE WITH ANY PROVISION OF LAW OR POULD UTLITES COMMISSION HULES OF REGULATIONS, EVEN TROUGHTNOT EXPRESSET SET FORTH IN THE AGREEMENT.

### Combined Agreement Long Distance (Front)



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THE AGREEMENT DOES NOT EXEMPT CARRIER HIGH COMPLIANCE WITH ANY PROVISION OF LAW OR PUBLIC UTLITIES COMMISSION REGULATIONS, EVEN TROUGH NOT EXPRESSED SET FORTH IN THE AGREEMENT.

#### Additional charges?

What charges can I breakout from the linehaul?

Why are you separating from the linehaul?

Have you disclosed in all communication – verbal and written?

Until recently, the only charge that we have seen as not being disallowed by regulators has been a reasonable Fuel Charge (NOT a Fuel Surcharge). Unfortunately, we have seen rejection of this charge recently. It was never on the books, only a verbal agreement since 1996. Based on some current staffing issues at the Bureau of Household Goods and Services it is our perception that advocating for allowing this now would result in a firm NO and would negatively impact any chance of correcting in the future.



At this time we must advise members to build it into their rate.

### Change Order Form (Front)

Use to document a material change by the shipper in the job that justifies a change in price.



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TORAGE ORDERED	id to wrap and moth treat oping, moth treating and	It. A charge will be m accessorial services	ade for handling	MATERIALS	MATE Oty.		PACKING ty. Rate	UNP/ Qty.	ACKING	AMOU
In Transit Regular	depositor must be given	to company in writi	ng. Store in any	Dishpack (not over 5 cu. ft.)	cety.	nate G	ty. Hate	uny.	Hate	AMOU
lame of	First Day Add1		e/cwt.	Cartons: 1 1/2 cu. ft.						
ill and Notify Address	Days	6	e/owt.iday	3 cu. ft.						
ESCRIPTION OF ARTICLES HIGH WALLE PRODUCE	Handling	Ibs @ ORE USED HOUS WENT A PERSON	SEHOLD GOODS	4 1/2 cu. ft. 6 cu. ft.					·	
es Shipper Request Advice of Weight and Charges?	Yes No		LEFFECTS	Mattress: Single						
Tariff applying to this shipm IUNDREDWEIGHT RATE AQ-B/P 1000 R		4 5000 lbs.	8000 lbs.	Mattress: Double						
rt. Points Named)		0000 100.	0000 103.	King or Queen Size						
in. Weight Miles 12000 lbs. 16000 lb	JS.			Crib Mirror Cartons			-	-	_	
ig Carry Per Cwt. Extra i kup and del. at Per Flight and/o er than ground floor c. Add'l Chg. Delive	pickup	Transit Store	a Rate	Wardrobe						
		a. \$	CWT	Crates						
IOURLY RATE: Min. Chg. 1 Ho	requ	itional helpers uested minimur	f n chg.							
Van and Men \$ ACCESSORIAL RATE: Del. or pickup of ship. co	Per Hr. at \$ ontainers Or Hou Chg. o	per invent	man per hr. tory Hourly	DELIVERY / PICK-UP		NIAINER	HOURS		DATE	
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RATING @\$ Per Hr. of NPACKING Per Man \$	Hours Loadin	ng	Hrs.	Sales Tax %	6	TOTAL	HOURS @	S County	Hr.	
NCRATING \$ Per Hr.	Miles		Hrs.	No. of Packers  Ori		lest.		TAL PAC	KING	
(Not over 5 pcs.)	Unioa	d TOTAL	Hrs.	HOURS	CA	RTAGE @	\$	F	Per Hr.	
	d will					Hours @	95	F	Per Hr.	
LIDATION DECLARATION The Articles liste	Driver		Law Street	Overtime			0		· · · · ·	
ALUATION DECLARATION The Articles liste e included in the Valuation-Declared i greement for Moving Services unless a cha	in the			Extra Man ( )		Hours @	9\$	P	Per Hr.	
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FORM # 20985 REV 7/98

CDS MOVING EQUIPMENT, INC. 1 (800) 225-3659

### Change Order Form (Back)

#### WORK ORDER

#### ADDITIONAL SERVICES REQUESTED

SERVIC	CE				AMOU	NT			S	ERVICE	AMC	UNT
Additional Helpers	(1)	lo.)				1	Overtime p	acking	labor		1.8	
Appliance servicing					-		SIT storage					
Elevator at origin							SIT storage					
Elevator at destination							SIT move to	o wareh	ouse			
lights at origin	(No						SIT move fi	om war	ehouse			
lights at destination		1)	NO.)				SIT wareho	use har	ndling			
loisting or lowering at origin							SIT wareho	use wra	pping or	fumigation		
loisting or lowering at destin	ation						Shipment v	aluation	S			
hipment Valuation \$							Valuation C	harge		at per \$100.00		
aluation Charge	at		per	\$100.00			Shuttle serv	vice at c	lestinatio	n		
ong carry at origin	(No	.)					Disassembl	y of iter	ns			
ong carry at destination	(No	L)					Assembly o	f items				
plit delivery							Van & 1 ma	in				
plit pickup							Van & 2 me	m				-
acking material delivery				2011			Overtime or		um Labo			1
acking material							Expedited S					
acking labor: Hourly		;E	By Unit				Bulky Articl		1.)			
npacking labor: Hourly	:8	y Unit					Other (Des				a ferrar a f	
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			TO	TALS				1		TOTALS		
										TOTAL CUBIC FEET		
										APPROXIMATE ADDITIONA WEIGHT IN POUNDS @ 7 lbs. per cu. ft.	L	
										e / ibs. per cu. it.		
SPECIAL INS	STRU	chic	113									
		1112		-				-				
						-						
									-			



#### Carrier's Lien (non-payment at time of delivery)





### Failure of shipper to pay at time of delivery.

Carrier's Lien for the amount of the NTE



### Master Agreement (Page 1) This example is O & I but a Master Agreement can be used for HHG.

MOVING CALIFORNIA SINCE 1 5 1 8



#### O & I MASTER AGREEMENT

This Master Agreement issued on <u>1/21/2021</u>, is between Steve's Moving & Storage , whose principal address is <u>1 CMSA Rd, Big Town, CA 90703</u>, hereon to be known as the Carrier whose CAL-T number is <u>7001</u> and <u>Big Repeat Customer Inc.</u>, whose principal address is <u>369 Elm St., Anytown, CA 90101</u> hereon to be known as the Shipper.

The intent of this Master Agreement is to establish a document that will:

 Pertain to all moves of offices, factories, and manufacturing, or storage facilities including furniture and equipment that the Shipper will instruct the Carrier to move.

II. In the case of office or commercial relocations, this agreement eliminates the

need for the Carrier to complete and present for signature(s) each day of work and/or individual orders.

The rates that the Shipper and the Carrier have agreed to are as follows:

SERVICE	S/T/\$HR	O/T/\$HR
Van and One Van and Two Additional Man	\$112.90 \$181.35 \$65.05	\$144.60 \$244.55 \$ 94.85
Pack/Unpack Per Man	\$ 72.45	\$106.80

### Master Agreement (Page 2)

Page 2 Master Agreement

Packing Material Prices will follow:

ITEM	PRICE	ITEM	PRICE
Dish-Pack	35.86	10 cu. ft.	19.75
< 3 cu. ft.	8.85	Corrugated	
3 cu. ft.	13.35	Container	31.19
6 cu. ft.	18.11		

Transportation Rates based on mileage will be provided at 100%

Packing Labor Rates (hourly or by unit) will be provided at 100%

Accessorial Rates which include, but not limited to long carries, stairs, bulky articles, storage in transit, etc., will be provided at 100%.

The following items are to be specified on the Freight Bill for each move to be ordered by the Shipper prior to each move:

- 1. Date move is tendered.
- 2. Date and time service is requested (service date).
- Name(s) of consignee(s).
- Name(s), address(es) or telephone number(s) of party or parties to be notified.
- 5. Points of origin and destination.
- Description of the transportation and accessorial services to be performed (including the number of drivers, trucks, supervisors, etc. to be provided).
- Name, address and telephone number of a person to whom notification will be given when the Carrier is unable to pick up or deliver a shipment as committed.
- 8. Preferred delivery date or the time period within which delivery may be expected at destination.



### Master Agreement (Page 3)

Page 3 Master Agreement

The valuation for each move ordered by Shipper will be \_\_\_\_\_ per pound per article, the rate/charge for which will be none.

Note: If Shipper requests a higher valuation, the rate will be

The Shipper will pay the Carrier for the services rendered in the following manner: Upon receipt of Carriers invoice, payment will be released within thirty (30) days.

Big Repeat Customer Inc. Shippers Name

Signature (Shipper's Agent)

Steve's Moving & Storage

John Smith Shipper's Agent (name)

John Smith

Steve Weitekamp Carrier Representative (name) Vulhan Arsha

Signature (Carrier Rep)

1/21/2021 Date

1/21/2021 Date

CALIFORNIA MOVING & STORAGE ASSOCIATI MOVING CALIFORNIA SINCE 1918

### Office Bill of Lading Form (Front)

		OFFICE M	OVING BILL OF LA	-DING		MOVE DATE:	A P A
						SITE START TIME:	AP
SHIPPER			CONSIGNEE				
ADDRESS			ADDRESS				
CITY/ST/ZIP			CITY/ST/ZIP				
CONTACT			CONTACT PHONE				
Equipment	Name	Job Title		Time Ou	ut S.T.	0.T.	Lunch
			545				
							6
					e 12. m	1	
			e e Steal				
				1.000			
							23
Explanation Shipper is requested not clear or inconsist ument will authorize rate inventory made to the Consignee's a	D=Driving L=Loading D=Driving L=Loading to read this document before signing and ent with any previous representation. The he carrier to move, siby, or store the good a part of this documentation, from the al diress, subject to the conditions outlined or declared value of the shipment transpo	UL=Unloadi ask for an explane consignor's signat ds referred to belo bove shipper loca l on the reverse of	Ing P=Packing VALUATION ation of anything ture on this doc- w, or on a sepa- tion (Consignor) this document.	UP=Un Not exceeding A declared am	per pour ount as \$ d charge is required ount as \$	me Out For nd per article of Actual Cash Value	(Initial) e protection for (Initial)
DESCRIPTIO	N/INSTRUCTIONS STRAIGHT TIME		SERVICE		QUANTITY	RATE	AMOUNT
			Van	men	hrs.	per hr.	
			2 11	X-men	hrs.	per hr.	
				Supervisor	hrs.	per hr.	
				Foreman	hrs.	per hr.	
					1.2X		
DESCRIPTIO	N/INSTRUCTIONS OVERTIME		SERVICE		QUANTITY	RATE	AMOUNT
DESCRIPTIO	N/INSTRUCTIONS OVERTIME			men	QUANTITY	RATE per hr.	AMOUNT
DESCRIPTIO	N/INSTRUCTIONS OVERTIME		Van	men X-men			AMOUNT
DESCRIPTIO	N/INSTRUCTIONS OVERTIME		Van		hrs.	per hr.	AMOUNT
DESCRIPTIO	VERTIME		Van	X-men	hrs.	per hr.	AMOUNT
DESCRIPTIO	W/INSTRUCTIONS OVERTIME		Van	X-men Supervisor	hrs. hrs. hrs.	per hr. per hr. per hr.	AMOUNT
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			Van	X-men Supervisor	hrs. hrs. hrs.	per hr. per hr. per hr.	
PACKING MA SALES TAX	TERIAL/EQUIPMENT RENTAL		Van	X-men Supervisor	hrs. hrs. hrs.	per hr. per hr. per hr.	
PACKING MA SALES TAX	TERIAL/EQUIPMENT RENTAL		Van	X-men Supervisor	hrs. hrs. hrs.	per hr. per hr. per hr.	
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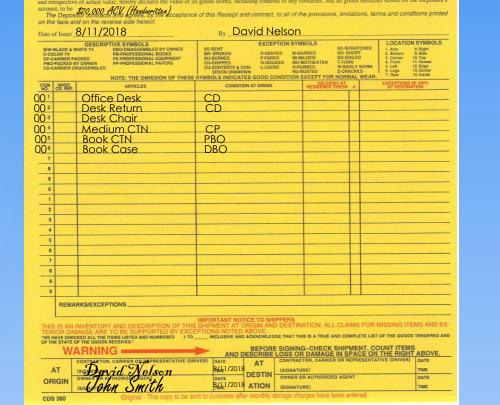
T-

#### Simplified form:

Recommended for nonregulated work. Office – Industrial – Moves on Premises



#### Warehouse Receipt & Contract (Front) Copy mailed to Shipper at time of 1<sup>st</sup>. Billing, with extended rates.



NON-NEGOTIABLE WAREHOUSE RECEIPT AND CONTRACT

□ Steve's Best Mover □ TriStar Transport 1 CMSA Rd., Big Town, CA 90703

ting the higher declared values opposite each article listed on the Original Non-Negotiable Warehouse receipt and returning the same to the Company within fifteen (15) days of the date of the issue of such Receipt and Contract, for reissue with corrected values and recalculated rates of storage. In the latter event

and irrespective of actual value, hereby declares the value of all goods stored, including contents of any container, and all goods hereafter stored for the Depositor's

on's DECLARATION OF VALUE After having an opportunity to declare higher values and pay a higher rate. Depositor, for the purpose of this contract

□ Steve's Moving & Storage

Big Town, CA 90703

subject to the provisions, limitations, terms and conditions herein printed on the

Depositor for himself and his heirs; and to be delivered to said Depositor upor

STORAGE RATE - DECLARED VALUE

herein by the Depositor, regardless of actual known value, and upon the space occupied by the goods. The basic (or lowest available) rate is based upon a declared

value not to exceed sixty cents per pound per article which shall

be the value for all purposes and in no event shall the Company's liability, it

any, for loss or damage, exceed such declared value. Actual weight of the good

shall govern if ascertained; if not, the goods will be deemed to weigh seven pound per cubic foot, which is the average weight of household goods.

the rate is computed by taking the Company's basic rate and adding thereto fically set forth. Until such return and reissue the declared value of SAME

Should Depositor declare higher values than SAME

Received for the account of \_\_\_\_\_ John Smith address is 123 Main St., Anytown, CA 90101

in depository situated at 1 CMSA Rd.

payment of all charges.



such values must be declared by Depositor in writing by inser-

\$0.10 per month for each \$100.00 valuation, or fraction thereof, speci-

CALT - 7001

Warehouse Receipt

Critical Note: DO NOT unload any shippers goods into your warehouse unless you create an inventory and

warehouse receipt.



#### Warehouse Receipt & Contract (Front) Copy Mailed to Depositor with First Billing



	•		NOVING EQUIPMENT, IN	IC. 1 (800) 225-	3659	• •	•	ф • •								
		NON-NEGOTIAE	g & Storag	je D Tr	<b>C</b> riStar T			use Receipt								
lec	eive	d for the account of <u>John Smir</u> 23 Main St., Anytown, C	th		(hereinafter	called the Depositor) w	hose latest	known								
erein	nafter ca nts and c	alled the Company) the goods described in di condition of contents unknown) to be handled or	e schedule below		(hereinafter called the Depositor) whose latest known Date Receiving for Storage											
		Big Town, CA 907	'03	W	Storage per month or fraction thereof											
ice a	nd the r	provisions, limitations, terms and conditions he reverse hereof, all of which are agreed and a	assented to by the	P	Drayage.         \$_See_B/L_           Packing at Residence         \$											
iyme	nt of all	himself and his heirs; and to be delivered to sa I charges. ATE – DECLARED VALUE	READ	C	harges Adv	anced.	ge	s								
IMIT	OFCO	Sy rates are based upon the value of the stored	CAREFULLY		Charges Advanced											
erein ecupi alue r e the ny, fo hall g	by the ed by the not to ex- value f or loss o overn if	Depositor, regardless of actual known value.; e goods. The basic (or lowest available) rate is ba ccced sixty cents per pound per ou for all purposes and in no event shall the Com r damage, exceed such declared value. Actual v ascertained; if not, the goods will be deemed to v	and upon the space sed upon a declared <b>ficle</b> which shall apany's liability, if weight of the goods weigh seven pounds	TI th th	The rates may be changed upon thirty days written notice to the depositor and will be changed upon the actual receipt by the company of written notice from the depositor increasing the declared valuation.											
Shing the fteen cally EPOS nd in coun The on the	ould De the higher (15) da the is com- set fort stron's respective the Depose a face a	ays of the date of the issue of such Receipt am proted by taking the Company's basic rate and the Until such return and reissue the declared by DECLARATOR OF VALUE After having an oppore or of actual value, hereby declares the value of al site opported basic and advects, by the coeptance and on the reverse side hereof.	n the Original Non d Contract, for reis a dading thereto value of SAME rtunity to declare h Il goods stored, incl e of this Receipt au	\$0.10 sigher values uding conter nd contract,	such values must be declared by Depositor in writing by inser- otiable Warehouse receipt and returning the same to the Company within with corrected values and recalculated rates of storage. In the latter event 10 per month for each \$100.00 valuation, or fraction thereof, speci- shall govern. values and pay a higher rate. Depositor, for the purpose of this constract contents of any container, and all goods hereafter stored for the Depositor's partact, to all of the provisions, limitations, terms and conditions printed											
Date of	of Issue	8/11/2018 DESCRIPTIVE SYMBOLS	1		elson PTION SYME	301.5		LOCATION SYMBOLS								
B/W-1 C-C0 CP-C PBO- CD-C	BLACK & LOR TV ARRIER P PACKED ARRIER C	DESCRIPTIVE SYMBOLS WHTE TV DBO-DISASEMBLED BY OWNER PP-PROFESSIONAL BOOKS ACKED PP-PROFESSIONAL COUMENT BY OWNER PP-PROFESSIONAL PAPERS DISASSEMBLED NOTE: THE OMISSION OF THESE	BE-BENT BR- BROKEN BU-BURNED CH-CHIPPED CU-CONTENTS & C DITION UNKNO	D-DEN F-FADE G-GOU ION- L-LOO	C-SCRATCHED 1. Arm 8. Right P-FADED MI-MARRED SI-SHORT 2. Bottom 9. Side F-FADED MI-MILDEW SO-SOILED 3. Corner 10. Top C-GOUGED MO-MOTHEATEN T-TORN 4. Front 11. Veneer L-LOOSE R-RUBBED W-RADLY WORN 5. Left 12. Edge IL-RIJETS 2-C-RACKED 6. Legs 13. Center											
	WHSE. CR. REF.	ARTICLES	CONDITI	ON AT ORIGIN	UNDITION E	DELIVERY AT RESIDENCE CHECK	/	EXCEPTIONS (IF ANY) AT DESTINATION								
01 02		Office Desk Desk Return	CD													
03		Desk Chair														
)4 05		Medium CTN Book CTN	CP PBO				-									
06		Book Case	DBO													
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2																
3																
5																
6 7																
8																
9																
0	REMA	ARKS/EXCEPTIONS					1									
TER	IOR DA	INVENTORY AND DESCRIPTION OF THIS MAGE ARE TO BE SUPPORTED BY EXCE CRED ALL THE TEMS LISTED AND NUMBERED 1TO. OF THE GOODS RECEIVED."	INCLUSIVE AND	ABOVE.	D DESTINA	S IS A TRUE AND COMP	LETE LIST	MISSING ITEMS AND EX-								
	W	ARNING			LOSS OR	OR, CARRIER OR REP	ENT, CO	THE RIGHT ABOVE.								
1	AT	contractor, carrier on persentative (DR (SIGNA) DIRVIS Nelson	IVER) DATE 8/11/2018	AT	(SIGNATUP	RE)		TIME								
OR	IGIN	OWNERTRATHORIZE GENT	DATE 8/11/2018		OWNER OF	R AUTHORIZED AGENT		DATE								

CDS 360

#### Rate Box Extended

#### Warehouse Receipt & Contract (Back) Copy of inventory given to shipper at time of load CALIFORNIA MOVING & STORAGE ASSOCIA

MOVING CALIFORNIA SINCE 1918

#### READ THIS RECEIPT AND CONTRACT PROVISIONS, LIMITATIONS, TERMS AND CONDITIONS OF CONTRACT

1. OWNERSHIP OF GOODS: Depositor has represented to the Com-Depositor must make a written request, specify the kind of coverage there be any litigation concerning the property, the Depositor agrees to pay all attorney's fees, which this Company may reasonably incur or mention must be made thereof. become liable, to pay in connection therewith. This Company shall have a lien on said property for all storage and other Charges and for such costs and expenses

2. TERMS OF PAYMENT: Payments for storage and other charges are due and payable upon the date of this receipt and on the same date of each succeeding month thereafter, and where goods are allowed to remain in storage for a fraction of a month, a full month's storage will be charged. An interest charge at the legal rate of interest in this state. charged monthly will be made on freight or other charges advanced by the Company. A like interest charge will be assessed on the entire unpaid balance of the account if storage charges remain unpaid.

while this receipt is outstanding shall be subject to the terms, limitations and conditions hereof.

Company within fifteen (15) days after either the mailing of this receipt to the Depositor or the delivery of this receipt personally to the Depositor, this receipt and contract will be deemed to be correct, complete and the terms and conditions accepted

5. LIABILITY OF COMPANY: (a) It is agreed that said property be moved, packed, stored, shipped, forwarded, or otherwise handled at customers risk with respect to damage, loss, or delay caused by extremes of temperature, dampness of atmosphere, fire, acts of God or the public enemy, war, insurrection, strikes, labor troubles, riots, earthquake, nature of property or defect or inherent vice therein, deterioration by time, moths, termites, vermin, rodents, leakage and heat. The Company shall not be liable for damage or injury to planos, radios, televisions, clocks, refrigerators, stereo equipment, or other instruments or appliances in respect to the mechanical functions thereof, whether or not such articles are packed, unpacked, or stored by employees of the Company or by others. The Company shall not be chargeable with knowledge of the contents of containers or the conditions therein.

(b) The Company shall not be liable for injury or damage to fragile articles (articles susceptible to breakage or crushing) that are not both packed and unpacked by its employees.

(c) The Company shall be liable only for its failure to use ordinary care and then only upon the basis of Depositors declared valuation of the goods. The burden of providing negligence or failure to use the care required by law shall be upon the Depositor

6. SERVICES TO STORED GOODS: Services required of this Company are limited to storage, packing, moving and shipping, and the Company does not accept responsibility in respect to additional attention or service. Should the Company, however, in its sole discretion, determine that mothtreating, fumigating, or otherwise treating or handling all or a portion of the goods stored hereunder is necessary for the protection of the goods, or of other depositors' goods stored in the depository, it may render such additional service and add its charge therefor to the amount payable by the depositor hereunder

sured by the Company. If insurance or Full Value Protection is desired the shall be borne by the losing party.

It is hereby agreed that this document constitutes the whole contract between the parties and that there are no other terms, warranties representations, or agreements of either depositor or Company not herein contained.

ORDER FOR DELIVERY

Kindly deliver goods on this warehouse receipt to

456 Broad St., Los Angeles, CA 90041

The responsibility of the Warehouse is to continue in full force and effect and upon all conditions and limitations as provided in the terms of the contract and warehouse receipt until delivery of goods to the above address.

In case goods are delivered to truckmen other than the Company's Trucks; the responsibility of the Warehouse ceases when goods are turned over to said truckmen.

Goods for places where receipts are customarily refused or where no authorized person is present to sign for them, maybe left at my risk. If goods cannot be delivered in the ordinary way by the stairs or elevator, I agree to pay for any and all extra charges for hoisting or other necessary labor SIGN HERE John Smith

DELIVERY DATE 1/27/2021

pany that the Depositor has the lawful possession of and legal right and desired and pay the premiums or any additional charges thereon. If the authority to store all of the property herein described, in accordance with amount of coverage desired and ordered is less than the true value of the the provisions, limitations, terms and conditions herein set forth, and if property, the Depositor becomes a co-insurer or a co-holder of Full-Value Protection. Where the value of any one article exceeds \$500.00, a specific

8. BUILDING - WATCHMAN: No warranty or representation is made that any of the Company's depositories are fireproof or that the goods stored therein cannot be destroyed by-fire. The Company shall not be required to maintain a watchman

9. DELIVERY AND ACCESS TO GOODS: The goods deposited hereunder will be ready for delivery or access during regular working days, on 24 hours notice from the Depositor or any other specified person on his or her behalf on presentation of written authority executed by said Depositor and providing that all storage and other charges owing to the Company are paid in full. No transfer of this receipt will be recognized unless all charges are paid and said transfer is entered on the books of 3. ADDITIONS TO STORAGE LOT: Any additional goods hereafter the Company and a charge paid therefor. A warehouse labor charge will delivered by the Depositor to the Company for storage as a part of this lot be made for placing goods in storage and for removing to platform for delivery. An additional charge will be made for all access to or part delivery of goods.

4. CORRECTIONS OF ERRORS: Unless notice is given in writing to the 10. CHANGE OF ADDRESS: Notice of any change of address of the Depositor must be given by the Depositor to the Company, in writing and acknowledged in writing by the Company on the following monthly statement and no notice of any change of address shall be valid or binding against the Company, if given in any other manner, and is hereby expressly understood and agreed that all notices of any nature to the Depositor shall be sent to the latest known address as shown on the face of this warehouse receipt until such written notice of change is received by said Company, and acknowledged by it in writing on the following monthly statement.

> 11. WAREHOUSEMEN'S LIEN: This Company shall have a lien upon any and all property deposited with it by Depositor, or on the proceeds thereof in its hand; for all lawful charges for storage and preservation of interest, transportation, labor, wrapping, weighing, coopering and all other charges and expenses in relation to such property, or any part thereof: and also for all reasonable charges and expenses for notice and advertisement of sale and for the sale of the property where default has been made in satisfying this Company's lien. This lien may be enforced by the Company at any time either by public or private sale of the goods with or without a judicial hearing.

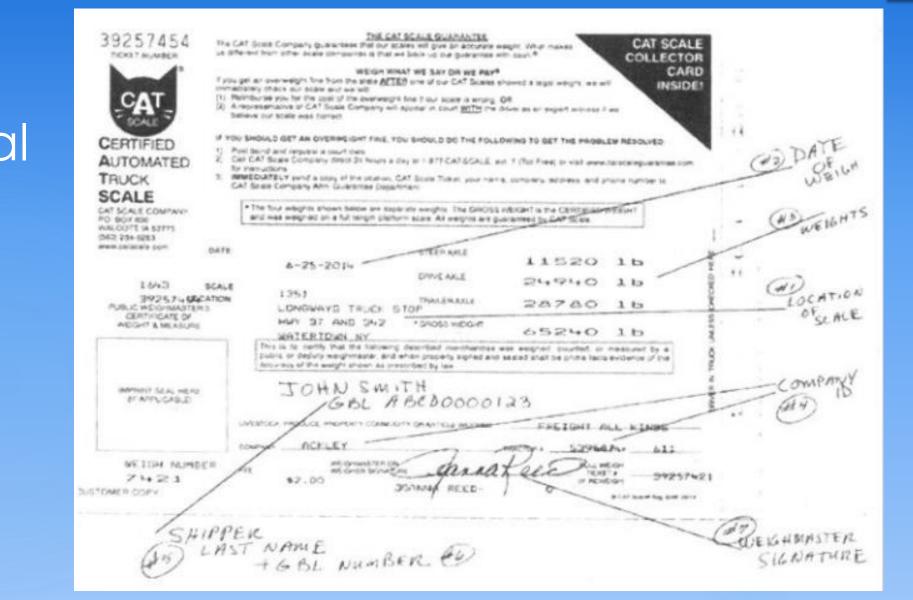
> 12. TIME FOR FILING CLAIMS - ARBITRATION: (a) The Company shall not be liable for the loss, destruction, or damage to the goods or any part thereof unless a claim in writing therefor is presented to the Company within fifteen (15) days after the delivery of the goods or refusal of demand therefor or within thirty (30) days after written notice of the loss or damage to the goods is mailed to the Depositor at the last known address.

(b) Any dispute or claim arising out of or for the breach of this agreement or in connection with the property stored hereunder, whether founded in tort or contract, shall be settled by arbitration under the Arbitration Law of this state and under the rules of the American Arbitration Association, provided, however, that upon any such arbitration, the arbitrator may not vary, modify or disregard the provisions contained herein, including those respecting the declared or agreed valuation of the goods and the limitation of liability of the Company. The award may be entered as a judgment of a court of record in the county where the award is made. The Depositor 7. FULL VALUE PROTECTION OR INSURANCE: Goods are not in- and the Company shall share equally the cost of arbitration. Court costs

Date 1/21/2021

Phone 555-876-5432

#### Weighmaster Certificate







#### MAXIMUM RATE TARIFF 4 January 1, 2021

STYLE AND DISTRIBUTION CHANGES – clean copy - electronic distribution

FUTURE ANNUAL ADJUSTMENTS – BHGS commitment to review late in year for distribution 1<sup>st</sup> working day of the year.



MAX 4 – is a set of rules and regulations broken into 4 sections





#### Modifications to the MAX4

Historically any changes to the MAX4 were a result of CMSA filing Applications with the Commission and then going through a 12 to 18 month process with protests by the DRA and review by an administrative law judge.

With the BHGS the process will change. The first change was the removal of item 475 which was the result of CMSA's request at a public BHGS HHG's workshop.



### Distance Table 8 (Page 1 of 1767)

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA TRANSPORTATION DIVISION

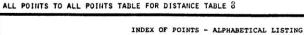
> OPTIONAL ALL POINTS TO ALL POINTS TABLE FOR DISTANCE TABLE 8

San Francisco, California



E.º

### Distance Table 8 (Page 26 of 1767)



	POINT OR COMMUNITY	COUNTY	INDEX NUMBER		POINT OR COMMUNITY	COUNTY	INDEX NUMBER
	Abalone Point	Orange	664		Albee Ranch	Humboldt	1048
	Abatto	Merced	701		Alberhill Jct	Riverside	322
	Abbott Co, J P	Los Angeles	244		Alberhill Sta	Riverside	1049
	Aberdeen Abilia	Inyo Los Angeles	1032 242		Albion Albrae	Mendocino	1050
					AIDIae	Alameda	120
	Academy	Fresno	1033		Albright City	Los Angeles	231
+	Acampo	San Joaquin	692		Alcalde Ranch	Fresno	1051
	Acorn	Santa Barbara	696		Alder Glen Springs	Sonoma	437
	Acton	Los Angeles	1034		Alder Springs	Fresno	
	Adams (Casa Blanca)	Riverside	867		Alder Springs Sta	Glenn	1052
	Adams Airport	Fresno	539		official official official	or chin	1033
	Adams Fox Farm	Humboldt	972		Alderpoint	Humboldt	1054
	Adams Springs	Lake	1035		Alessandro	Riverside	1055
	Adela	Stanislaus	775		Alexander Valley	Sonoma	1055
	Adelaida	San Luis Obispo	1036		Algoso	Kern	
		Con Downsoding	319		Alhambra	Los Angeles	346 MZ 21
	Adelanto	San Bernardino	320	1		wa migeres	230
	Adin Adobe Corner	San Mateo	1021			ļ	230
	Adobe Corner Adohr Farm	Ventura	400		Alicia	Yuba	720
		Kern	1037		Alisal (East Salinas)	Monterey	881
	Aerial Acres	Nern	100000000		Alisal Ranch	Santa Barbara	1057
	Aetna Springs	Napa	1038		Aliso	Orange	256
	Afton	Glenn	1039		Alla	Los Angeles	231
	Ager	Siskiyou	1040			and inderes	1.31
	Agnew	Santa Clara	121		Alleghany	Sierra	1058
	Agnew State Hosp-	Santa Clara	121		Allendale	Solano	1059
	West Area				Allensworth	Tulare	1060
	Agnew State Hosp-	Santa Clara	121		Alliance	Humboldt	331
	Annex (East Area)				Allied Gardens	San Diego	302
	Agoura	Los Angeles	1041		Almaden (New Almaden)	Santa Clara	132
	Agua Caliente	Sonoma	See #*		Almaden AFS	Santa Clara	1061
			Sonoma		Almanor Inn	Plumas	1062
			and		Almond	Orange	244
			Hanna		Almonte	Marin	734
			Center				/34
	Agua Caliente Springs	San Diego	1042	E	Alondra	Los Angeles	241
	Agua Dulce	Los Angeles	1043		Alpaugh	Tulare	1063
8 I	Aguanga	Riverside	321		Alpine Rd Jct	San Mateo	323
	Ahwahnee P O	Madera	1044		Alpine	San Diego	1064
	Airox	Santa Barbara	1045		Alsace	Los Angeles	231
	Ajax Field	Glenn	1016	Ľ		Sos migeres	***
	Alameda	Alameda	#MZ 111,		Alta	Placer	1065
			113	11	Alta Canada	Los Angeles	206
	Alameda Co Fairgrounds	Alameda	828		Alta Hill	Nevada	552
	Alameda Co Hospital	Alameda	111	1	Al Tahoe	El Dorado	936
	Alameda County Pro-	Alameda	114	1	Alta Loma	San Bernard-	1066
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	Alameda NAS	Alameda	111		Altamount	Alameda	1067
	Alamitos	Santa Clara	#MZ 130,	11			100/
	Namitan Day		132		Altaville	Calaveras	327
	Alamitos Bay	Los Angeles	252	11	Alto	Marin	734
	Alamitos Heights	Los Angeles	252	11	Alton	Humboldt	1068
	Alamo	Contra Costa	1046	11	# *Alturas	Modoc	324
	Alamo	Riverside	867	1	Alturas Indian Reser-	Modoc	324
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FIRST REVISED PAGE....9 CANCELS

(ORIGINAL) PAGE......9

For explanation of abbreviations, references or symbols, see pages 2-5

-9-



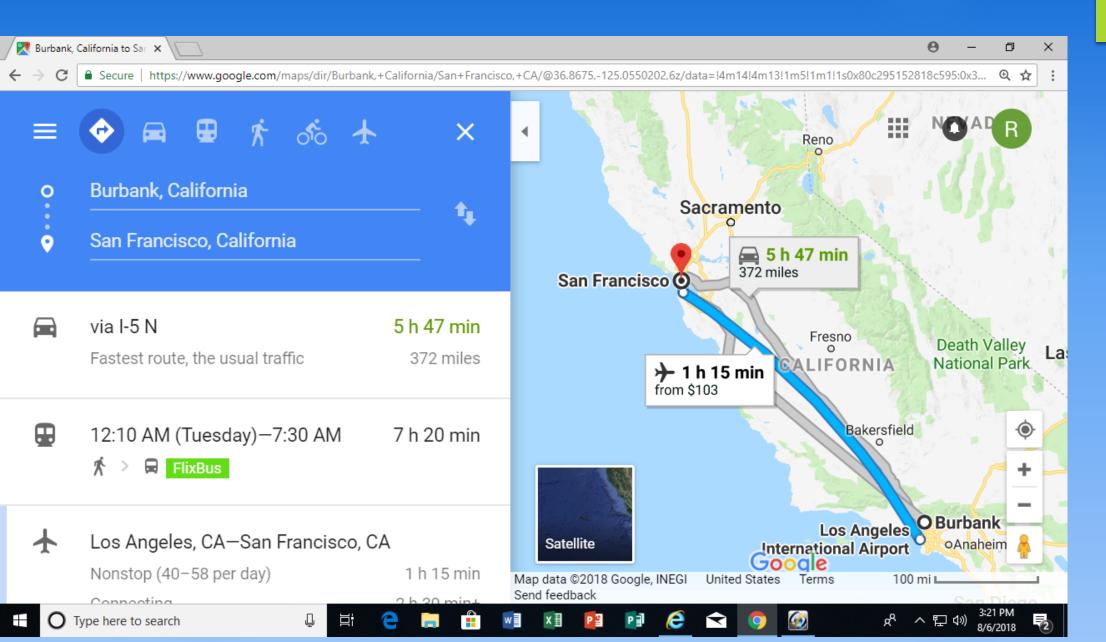
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### Distance Table 8 (Page 186 of 1767)

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#### Google Maps





- California Moving & Storage Association (CMSA): <a href="https://www.thecmsa.org/">https://www.thecmsa.org/</a>
- Bureau of Household Goods & Services (BHGS): <a href="https://bhgs.dca.ca.gov/">https://bhgs.dca.ca.gov/</a>
- MAX Rate 4 Tariff, Effective 1/1/2021: <u>https://www.bhgs.dca.ca.gov/forms\_pubs/max\_4\_2021.pdf</u>
- Point to Point Table for Distance Table 8: <a href="https://bhgs.dca.ca.gov/forms\_pubs/pt2pt\_table8.pdf">https://bhgs.dca.ca.gov/forms\_pubs/pt2pt\_table8.pdf</a>
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#### California Paperwork



562-865-2900

#### **California Paperwork**

**Regulated Paperwork** 

Form# 2066R - Combination Agreement for Moving Service and Bill of Lading, Form# 2088 A-B - Estimated Cost of Services and Table of Measurement Form# 2098 - Change Order for Service Form# 2095 - Important Notice To Shippers

**Unregulated Paperwork** 

Form# 3062 - Office Bill of Lading Form# 330CA - Non-Negotiable Warehouse Receipt and Contract

**Interstate Paperwork** 

Form# 862R - Uniform Household Goods Bill of Lading and Freight Bill Form# 888 - Non-Binding Estimate Cost Of Services Form# 898 - Order For Service

**Inventory Forms** 

Form# 1190 - Descriptive Inventory - List for 40 items Form# 1190S - Descriptive Inventory - List for 30 items Form# 1182 - High Value Inventory

**Inventory Tape and Labels** 

1002B - 1003B - 1005B - Double Numbered Inventory Tape-Lot and Piece Number 1012B - Commercial Movers Labels - Floor, Room and Piece 1004S - Container Seals



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#### Questions



