



MAX 4 Tariff Workshop
Thursday, January 5, 2023
Tuesday, January 17, 2023
10:00 a.m. – 11:30 a.m.

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Anti-Trust Guidelines

- Topics to Avoid at Meetings
- The following topics are some of the main ones that should not be discussed at meetings attended by CMSA members or staff, including meetings or other gatherings sponsored by organizations independent of CMSA.
 1. Current or future prices of competitors.
 2. Matters related to prices, such as discounts, credit terms, profit levels, or volume of production or service.
 3. Wage and salary rates, equipment prices, or other actual costs of individual companies, since these costs are an element of price.
 4. Dividing up, allocating, or rationalizing markets, bids, geographic areas, types of business, or customers among competitors.
 5. Refusals to deal with suppliers, customers, or other competitors. For example, if a group of motor carriers were to agree to boycott a supplier of diesel fuel for the purpose of forcing that supplier to lower its prices, such an agreement could run afoul of the antitrust laws. Critiques of supplier products or customer practices can also raise the danger of being construed as an unlawful group boycott and should be conducted only after consultation with counsel. Such discussions may be permissible where efficiencies will be achieved through the exchange of ideas and where precautions are taken to avoid the inference of an agreement to deal with suppliers or customers only on certain terms.
- If a member brings up a subject of doubtful legality for discussion at a meeting, he or she should be told immediately that the subject is not a proper one for discussion. The CMSA staff representative or any member present who is aware of the legal implications of a discussion of the subject should attempt to halt the discussion. If the subject of prices, costs, or other competitive practices is raised by others at the meeting, you must disassociate yourself unequivocally from the discussion. If necessary, you must leave or halt the meeting.

2023 MAX 4 Tariff

A link to the 2023 Maximum Rate Tariff 4 has been emailed to all CMSA member companies.

It is also available on our website. Accessible from our home page www.thecmsa.org

Tariff Recent History

- On July 1, 2018, SB 19 (Hill) Transferred regulation of Household Goods Movers from the California Public Utilities Commission (CPUC) to a Bureau within the California Department of Consumer Affairs (DCA) then called the Bureau of Electronics and Appliance Repair, Home Furnishing and Thermal Insulation (BEARHFTI) – a bureau that even our lobbyists, engaged daily in state agency business, had never heard of.
- As a result of the efforts of CMSA, legislation, SB 1483, was put forth that changed the name of the Bureau to one much more reflective of their new mission – the Bureau of Household Goods and Services (BHGS).

Tariff Recent History - 2

- The 2023 MAX 4 Tariff is the Bureau's 5th MAX 4 Annual Rate review – and after a rocky start in late 2018 (story of no changes for the first 5 years) we have developed a very strong working relationship relative to the modification and review of the annual Tariff.
- The Bureau will not mail you a copy of the Tariff.

Important Note

- Each year the Bureau of Household Good Services (BHGS) will issue a complete tariff – previously, the California Public Utilities Commission (CPUC) only produced the individual tariff pages that contained revisions.
- Unlike the CPUC the Bureau never liked the idea of having a Tariff with revised pages. Even during the legislative transfer process, they couldn't get their head around a Tariff that had a 5th revised page 23, a 16th revised page 24, and a 3rd revised page 25. They asked if they could just develop a new Tariff every year. Our response was that we were good with that as long as we were involved and notified of any and all changes. And we have been.

**MAXIMUM RATES AND RULES
for the
TRANSPORTATION OF USED PROPERTY**

**Namely: Household Goods and Personal Effects
Over the Public Highways within the
State of California**

by

HOUSEHOLD MOVERS

Effective: January 1, 2023

**BUREAU OF HOUSEHOLD GOODS AND SERVICES
Department of Consumer Affairs
State of California**

If you have questions about the information in this document, please contact the
Bureau of Household Goods and Services at 4244 South Market Court, Suite D, Sacramento, CA 95834;
telephone: (916) 999-2041; or visit our website: www.bhgs.dca.ca.gov.

Summary of Substantive Revisions

The Tariff increase for **2023 is 6.4%**. This includes packing material for a 3rd year, which will continue to be part of regular increases in the future. Almost all rates (unless currently less than \$0.10) were increased this year.

Important Change – requested by CMSA and approved in 2022:

Item 136 #7 & 8 Previously stated:

When Full Value protection is ordered in writing by the shipper, the mover shall guarantee either replacement, reimbursement for full replacement cost, or satisfactory repairs of article(s) lost or damaged while in the mover's custody, up to the declared value (see NOTE 4).

It now states (reflective of the code):

When Full Value protection is **offered by the mover and** ordered in writing by the shipper, the mover shall guarantee either replacement, reimbursement for full replacement cost, or satisfactory repairs of article(s) lost or damaged while in the mover's custody, up to the declared value (see NOTE 4).

TABLE A.

Use this table to calculate the adjustment by inserting CPI values in the
yellow cells only.

DO NOT ALTER THE ORANGE CELLS

BLS All Urban Consumers Index Category			
	October 2021		October 2022²
LA-R-O area	871.446		936.600
SF-O-SJ area	963.065		1020.851
2020 total	1834.511	2021 total	1957.451
2020 avg.	917.256	2021 avg.	978.726
$((21 \text{ avg.} - 20 \text{ avg.} / 20 \text{ avg.}) \times 100 = \text{change} \times 0.953 = \text{adjustment}$			
$((917 - 877.354) / 877.354) \times 100 \times 0.95 = 4.3\%$			

6.366437705

rounded:

6.4

This is the number
you're after!

Outcome of 2009 calculation was -0.1.
Therefore compared Oct 2010 with Oct 2008 for cumulative change.

TABLE B.

Do not change anything in this table, except Cell F26, as noted in
the written Procedures. Other cells' values will change
automatically as you make changes in TABLE A. Use TABLE B
only for copying and pasting to the resolution.

BLS All Urban Consumers Index Category			
	October 2021		October 2022²
LA-R-O area	871.446		936.600
SF-O-SJ area	963.065		1020.851
2020 total	1834.511	2021 total	1957.451
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$((917 - 877.354) / 877.354) \times 100 \times 0.95 = 4.3\%$			

CHECK	
previous year	current year
871.446	936.600
963.065	1020.851
1834.511	1957.451
917.2555	978.7255
61.47	difference
0.067015134	÷ Prev. Ave.
6.701513373	x 100
6.366437705	x 0.95
0.0000000000	Should = 0

ITEM 132 (Concluded)
SHIPPING ORDER AND FREIGHT BILL

2. The form of shipping document in Item 460 will be suitable and proper. Such form may be combined with the "Agreement for Moving Services" into a single document provided such single document (and the issuance thereof) is in compliance with the provisions of Item 128 and is properly identified as to what it purports to be.
3. A duplicate of each shipping document, freight bill, accessorial service document, weighmaster's certificate, written instructions, written agreement, written request, Master Agreement, or any other written document supporting rates and charges assessed and which the mover is required to issue, receive, or obtain by this Tariff for any transportation or accessorial service shall be retained and preserved by the mover at a location within the State of California, subject to Bureau of Household Goods and Services inspection, for a period of not less than three (3) years from:
 - (a) date of expiration or cancellation, for a Master Agreement;
 - (b) date of issuance, for all other documents.

A copy of each such document pertaining to the shipment shall be given to the shipper when charges are collected.

ITEM 136
DECLARATION OF VALUE – VALUATION RATES

1. The transportation rates provided in this Tariff are based upon a declared value of \$0.60 per pound per article, for the actual weight of any article(s) in a shipment. The declared value shall be deemed to relate to all services undertaken by the mover or its agents.
2. Unless the shipper expressly declares a value other than \$20,000 for the shipment, mover's maximum liability for lost and damaged articles in a shipment shall be up to \$20,000 of actual cash value.
3. The declared value must be entered on the "Agreement for Moving Services" (Agreement) and signed by the shipper, as described in Item 128, NOTE 3 (see NOTES 1 and 2).
4. The mover must state the valuation rates on the Agreement when issued. If the mover fails to do so, the rate shall default to \$0 (zero) for each \$100 (or fraction thereof) of the declared value.
5. Each shipping piece or package and contents thereof shall constitute an article, except that total component parts of any article taken apart or knocked down for handling and loading in vehicle shall constitute one article for the purpose of

ITEM 136 (Continued) ♦
DECLARATION OF VALUE – VALUATION RATE

determining the mover's liability. When an entire shipment is transported in containers, lift vans or shipping boxes, each shipping package, piece, or loose items not enclosed within a package in such containers, lift vans, or shipping boxes will constitute the article.

6. When Actual Cash Value protection is ordered in writing by the shipper or if protection defaults to Actual Cash Value up to \$20,000 because no value is declared, the mover shall guarantee recovery for articles lost and damaged while in its possession at the actual cash value up to the declared value, or if none, \$20,000.

The maximum fixed rate for Actual Cash Value protection provided by the mover will be \$1.06 for each \$100 (or fraction thereof) of the declared value. An additional valuation charge for storage-in-transit shall apply (see NOTE 3).

7. When Full Value protection is offered by the mover and ordered in writing by the shipper, the mover shall guarantee either replacement, reimbursement for full replacement cost, or satisfactory repairs of article(s) lost or damaged while in the mover's custody, up to the declared value (see NOTE 4).

The maximum fixed rate for Full Value protection provided by the mover will be \$2.04 for each \$100 (or fraction thereof) of the declared value. An additional valuation charge for storage-in-transit may apply (see NOTE 3).

- (a) When the shipper assumes responsibility for the first \$250 of any claim, the maximum fixed rate shall be \$0.64 for each \$100 (or fraction thereof) of the declared value (see NOTE 5).
- (b) When the shipper assumes responsibility for the first \$500 of any claim, the maximum fixed rate shall be \$0.36 for each \$100 (or fraction thereof) of the declared value (see NOTE 5).
8. When protection during storage-in-transit is offered by the mover and ordered in writing by the shipper, the mover shall guarantee recovery of goods up to the declared value at the protection level chosen by the shipper (see NOTES 3 and 6).
- (a) The maximum fixed rate for Actual Cash Value protection while the shipment is in storage-in-transit will be \$0.16 for each \$100 (or fraction thereof) of the declared value.
- (b) The maximum fixed rate for Full Value protection while shipment is in storage-in-transit will be \$0.36 for each \$100 (or fraction thereof) of the declared value.

ITEM 136 (Concluded) ♦
DECLARATION OF VALUE – VALUATION RATES

- (1) When the shipper assumes responsibility for the first \$250 of any claim, the maximum fixed rate shall be \$0.15 for each \$100 (or fraction thereof) of the declared value (see NOTE 5).
 - (2) When the shipper assumes responsibility for the first \$500 of any claim, the maximum fixed rate shall be \$0.07 for each \$100 (or fraction thereof) of the declared value (see NOTE 5).
9. In the event of conflicting valuation declarations, valuation protection levels, and/or rates for valuation, the figures and levels indicated on the Agreement will apply, except when a Change Order for Services that indicates different figures or levels is issued.

NOTE 1: Where the shipper is the employer of the actual owner of the used household goods being transported and is responsible for all charges in connection with the move, the shipper may declare the value of the shipment to be a lump sum other than \$20,000 by (a) specification made on a purchase order or (b) issuing in advance of shipping date an appropriate letter of instructions to mover. In such instances, the mover must incorporate the instructions by reference to the document in (a) or (b) above in the Agreement in lieu of the personal signature and handwritten statement relating to declared rates.

NOTE 2: For multiple or repeat shippers, a Master Agreement may be used to cover all moves for that shipper rather than individual Agreements for each move. Such Master Agreement must accomplish the purpose of this Tariff, not violate the intent of the Tariff, and the shipping documents must reference the Master Agreement where appropriate.

NOTE 3: 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 and for the transportation from point of storage to point of destination.

NOTE 4: The mover's guarantee of Full Value protection must be covered by insurance as provided in General Order 136 series unless the Bureau of Household Goods and Services has approved an application for furnishing alternative protection pursuant to the PUC General Order 136 series.

NOTE 5: When the shipper presents a properly documented claim for lost or non-delivered article(s) and the investigation establishes the mover's liability for the lost or non-delivered article(s), no deductible shall apply.

NOTE 6: No charge shall be made where storage-in-transit of a shipment is undertaken for the mover's convenience.

Historic Revisions

Item 340, (Important note related to the 2021 Tariff:
Container Rates had not changed since 2011. They are
once again on an annual adjustment schedule.

Historic Revisions - continued

Item 470, “Important Information...,” page 88, made “Do not ship jewelry, money, important papers or other valuable personal articles unless you make written arrangements with the mover. It is best to carry these items with you,” a separate paragraph and bolded. This information is important for consumers to consider, and it was buried at the end of a paragraph at the end of a page.

Item 470, page 89, made “Before your move begins, the mover must fill in the Not to Exceed Price on the Agreement, and both you and the mover must sign it,” its own paragraph and bold for the same reasons as above.

Historic Revisions - concluded

Item 470, page 93, bolded “The Bureau has no authority to compel movers to settle claims for loss or damage and will not undertake to determine whether the basis for, or the amount of, such claims is proper, nor will it attempt to determine the mover's liability for such loss or damage.” While BHGS could cite for failure to follow the claim process, many consumers contact regulators expecting them to resolve their claims. Settlement is outside their authority.

ITEM 92 (Continued)
CLAIMS FOR LOSS OR DAMAGE

15. Acknowledgement and Settlement by Mover

Every mover receiving a written claim for loss or damage to property transported by it shall acknowledge receipt of such claim in writing to claimant within 30 days after receipt by the mover or mover's agent. The mover shall, at the time claim is received, record date of receipt.

Every mover receiving a written claim for loss or damage to property transported by it shall, in writing, pay, decline to pay, or make a firm compromise settlement offer to claimant within 60 days after receipt of claim by the mover or its agent. If the mover declines to pay or offers a lesser amount than sought, the mover shall, in writing, state the basis for denial or reduction.

If, for reasons beyond the control of the mover, the claim cannot be processed and disposed of within 60 days after receipt, the mover at that time and at the expiration of each succeeding 30-day period while the claim remains pending, shall advise claimant in writing of the status of the claim and reasons for the delay in making final disposition thereof, and shall send a copy of such letter to the Bureau of Household Goods and Services, Division of Household Movers, 4244 South Market Court, Suite D, Sacramento, CA 95834.

16. Claim Register

Every mover of used property as provided in this Tariff, shall maintain a claim register showing, for each cargo loss and damage claim received, the claim number, date and amount; the shipping order or freight bill number and date; name of claimant; kind of commodity; date claim was paid; total amount paid (or date claim was disallowed and reasons); amount of salvage recovered, if any; amounts reimbursed by insurance companies, connecting mover, or other, and the amount absorbed by the mover. Each claim received shall be entered in the register and should be supported by the complete file of claim papers. However, if the original claim papers are retained by insurance companies, connecting movers or other, the mover's records shall contain copies of all documents and an acknowledgment from the party retaining the claim file that the original papers are in its possession.

17. Salvage

Whenever property transported by a mover is damaged or alleged to be damaged and, as a consequence, is not delivered or is rejected or is refused upon tender to the owner, shipper, or consignee, the mover may follow the salvage rules. The mover must give due notice to the owner and other parties that may have an interest in the property, whenever practicable to do so. After giving notice, the mover, if not advised to the contrary by the interested parties, will undertake to sell or dispose of such property directly or by the employment of a competent salvage

Tariff Layout

- The MAX 4 is set out in 4 Sections

1. Rules

2. Territories

Greatly simplified from the past as a result of our
Tariff Simplification Application.

3. Rates

4. Documents

Not to Exceed (NTE)

- **Every regulated job** requires an **NTE** on the Bill of Lading before the first item is packed or moved.
- 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.

Important Note

- 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.

Hourly vs. Weight and Mileage Basis

- ITEM 310 – (Weight and Mileage based Rates) can be applied on any shipment traveling on a public road. Generally used for shipments over 100 miles.
- ITEM 320 – (Hourly Rates) Rates named in this item apply for shipments transported for distances of 100 miles or less.

ITEM 230
MAP OF TERRITORIES AS DESCRIBED IN ITEM 210



ITEM 310 ♦

MAXIMUM FIXED DISTANCE RATES IN DOLLARS PER 100 POUNDS

Rates named in this item apply subject to Item 16 (Application of Rates). (See NOTES 1 through 6.)

MILES NOT OVER	MILES OVER	BREAK ANY QTY	POINT lbs.	MINIMUM WEIGHT IN POUNDS											
				1000	B.P.	2000	B.P.	5000	B.P.	8000	B.P.	12000	B.P.	16000	
0	10	106.10	607	64.35	1489	47.90	4938	47.30	7696	45.50	11644	44.15	15783	43.55	
10	20	107.80	606	65.30	1486	48.50	4923	47.75	7716	46.05	11714	44.95	15716	44.15	
20	30	109.75	601	65.95	1497	49.35	4874	48.10	7801	46.90	11655	45.55	15790	44.95	
30	40	111.70	600	67.00	1501	50.25	4876	49.00	7772	47.60	11673	46.30	15724	45.50	
40	50	113.50	601	68.20	1489	50.75	4867	49.40	7766	47.95	11888	47.50	15596	46.30	
50	60	115.65	603	69.70	1488	51.85	4875	50.55	7755	49.00	11817	48.25	15719	47.40	
60	70	117.45	605	71.00	1508	53.50	4832	51.70	7706	49.80	11904	49.40	15596	48.15	
70	80	119.50	607	72.45	1505	54.50	4835	52.70	7697	50.70	11894	50.25	15634	49.10	
80	90	121.25	606	73.40	1514	55.55	4852	53.90	7726	52.05	11724	50.85	15765	50.10	
90	100	123.15	607	74.65	1520	56.70	4815	54.60	7795	53.20	11696	51.85	15661	50.75	
100	120	129.35	593	76.60	1514	57.95	4793	55.55	7878	54.70	11639	53.05	15714	52.10	
120	140	134.75	584	78.65	1517	59.65	4778	57.00	7825	55.75	11645	54.10	15764	53.30	
140	160	139.60	574	80.10	1521	60.90	4783	58.25	7843	57.10	11580	55.10	15725	54.15	
160	180	144.75	568	82.15	1517	62.30	4780	59.55	7765	57.80	11689	56.30	15688	55.20	
180	200	149.65	560	83.75	1521	63.65	4757	60.55	7822	59.20	11585	57.15	15805	56.45	
200	225	154.75	558	86.25	1515	65.30	4748	62.00	7807	60.50	11554	58.25	15698	57.15	
225	250	159.85	552	88.15	1507	66.40	4775	63.40	7824	62.00	11565	59.75	15599	58.25	
250	275	162.45	556	90.30	1509	68.10	4766	64.90	7828	63.50	11509	60.90	15672	59.65	
275	300	164.70	559	92.05	1513	69.60	4771	66.40	7838	65.05	11493	62.30	15641	60.90	
300	325	166.80	562	93.70	1516	71.00	4796	68.10	7795	66.35	11512	63.65	15850	63.05	
325	350	168.80	575	97.05	1510	73.25	4782	70.05	7789	68.20	11605	65.95	15746	64.90	
350	375	172.80	575	99.30	1512	75.05	4801	72.05	7778	70.05	11649	68.00	15612	66.35	
375	400	174.55	577	100.70	1523	76.65	4769	73.10	7829	71.45	11648	69.35	15597	67.60	
400	425	175.95	580	102.05	1528	77.95	4786	74.60	7781	72.55	11645	70.40	15637	68.80	
425	450	177.50	581	103.00	1540	79.30	4783	75.85	7805	74.00	11563	71.30	15686	69.90	
450	475	178.65	582	103.95	1541	80.05	4810	77.00	7798	75.05	11625	72.70	15648	71.10	
475	500	179.85	583	104.75	1549	81.10	4831	78.35	7786	76.25	11591	73.65	15664	72.10	
500	550	181.50	585	106.10	1565	83.00	4835	80.25	7761	77.85	11623	75.40	15703	74.00	
550	600	182.75	589	107.60	1578	84.85	4856	82.40	7714	79.45	11630	77.00	15647	75.30	
600	650	184.45	593	109.35	1577	86.20	4858	83.75	7752	81.15	11586	78.35	15725	77.00	
650	700	185.35	599	110.85	1578	87.45	4875	85.25	7696	82.00	11642	79.55	15659	77.85	
700	750	186.80	607	113.25	1566	88.65	4888	86.65	7673	83.10	11589	80.25	15731	78.90	
750	800	188.20	609	114.45	1594	91.20	4858	88.60	7612	84.30	11616	81.60	15579	79.45	
800	850	190.30	613	116.50	1600	93.15	4864	90.60	7590	85.95	11603	83.10	15567	80.85	
850	----														
ADD		1.80		1.65		1.65		1.65		1.45		1.10		1.10	
FOR EACH 50 MILES OR FRACTION THEREOF OVER 850 MILES															

An 8,000 lb. shipment going
380 miles @ a maximum rate
of \$71.45 cwt

$$80 \times \$71.45 = \$5,716.00$$

ITEM 320 ♦
MAXIMUM FIXED RATES IN DOLLARS PER HOUR

Rates named in this item apply for shipments transported for distances of 100 miles or less, subject to Item 16 (Application of Rates) (see NOTES 1 through 5).

	Territory (See Note 4)	
	A	B
1. Straight Time		
Unit of equipment, plus:		
(a) one person (driver).....	\$135.30	\$129.15
(b) two persons (driver and helper).....	\$217.25	\$199.70
(c) additional persons, in excess of two, per person.....	\$ 77.95	\$ 67.40
2. Time-and-a-half (see NOTE 5)		
Unit of equipment, plus:		
(a) one person (driver).....	\$173.25	\$164.95
(b) two persons (driver and helper).....	\$293.10	\$265.80
(c) additional persons, in excess of two, per person.....	\$113.65	\$ 97.55
3. Double Time (see NOTE 5)		
Unit of equipment, plus:		
(a) one person (driver).....	\$217.25	\$200.70
(b) two person (driver and helper)	\$369.25	\$331.90
(c) additional persons, in excess of two, per person.....	\$149.55	\$128.20

2022 Rate

A	B
\$204.20	\$187.70

NOTE 1: The higher-rated territory in or through which the shipment or any component thereof is transported, shall determine the applicable maximum hourly rates for such shipment.

NOTE 2: Actual bridge and ferry tolls may be added to charges based on rates contained in this item when such toll charges are incurred by the mover. When two or more shipments are transported under the provisions of this item at the same time on one unit of equipment, the incurred toll charges shall be equally divided between each shipment.

NOTE 3: For computation of time, see Item 36.

NOTE 4: For description of territories, see Item 210.

ITEM 340 ♦
MAXIMUM FIXED RATES FOR PACKING/UNPACKING CONTAINERS

(See Notes 1 through 10)		Per	Container Rates (See Note 9)	Packing Charges		Unpacking Charges	
1. RATES PER CONTAINER (In Dollars Per Unit)	Territory			Territory			
	A			B	A	B	
DRUM, DISH-PACK (Drum, dish-pack, barrel or other specially designed containers of not less than 5 cubic feet capacity for use in packing glassware, chinaware, bric-a-brac, table lamps or similar fragile articles)	Each	47.39	47.65	41.88	19.93	17.80	
CARTONS:							
Less than 3 cu. ft. (Not less than 200 lb. test)	Each	11.71	11.46	10.20	4.79	4.20	
3 cu. ft. (Not less than 200 lb. test)	Each	17.65	17.34	15.39	7.20	6.39	
4-1/2 cu. ft. (Not less than 200 lb. test)	Each	20.93	21.02	18.32	8.86	7.78	
6 cu. ft (Not less than 200 lb. test)	Each	23.93	24.08	21.09	9.97	8.81	
6-1/2 cu. ft. (Not less than 200 lb. test)	Each	27.32	27.42	24.20	11.52	9.91	
WARDROBE CARTON not less than 10 cu. ft. (See Note 8)	Each	26.10	23.33	20.39	9.75	8.70	
MATTRESS CARTON:							
Crib	Each	12.00	8.12	6.74	3.17	2.82	
Not Over 39" x 75"	Each	19.92	13.31	11.15	5.47	4.84	
39" x 80"	Each	24.17	13.31	11.52	5.47	4.95	
Not Over 54" x 75"	Each	21.34	13.60	12.04	5.59	5.01	
Over 54" x 75"	Each	35.23	22.00	19.07	9.15	8.00	
MATTRESS COVER (Paper or Plastic)	Each	12.49	5.42	4.89	2.31	2.07	
CORRUGATED CONTAINERS (Specially designed or constructed for mirrors, paintings, glass or marble tops and similar fragile articles)	Each	41.22	41.47	36.07	17.34	15.39	
CRATES (Other than corrugated, specially designed or constructed for mirrors, paintings, glass or marble tops and similar fragile articles) gross measurement of crate	Cu. Ft. or Fraction Thereof	(See Note 7)	18.78	16.70	3.92	3.17	

Do you know?

- Are movers required to charge double drive (between points A and B) on a local move?

Answer

- No – they are **allowed** to charge double drive
 - Important reminder:
- A Maximum Rate Tariff sets a Ceiling but no floor.
- Any charge from Zero up to Maximum is allowed.

Do you know?

- Valuation (it is not insurance so no can't not sell it and use the rational that you don't have an insurance license.)
Question – can you just offer .60c per lb. per article and tell consumers to go elsewhere for coverage?

Answer

- NO – not offering required valuation options to your shipper will result in you providing \$20,000 of ACV at no charge!
- Your valuation rates for all provided options must be filled out on all paperwork. Even if shipper has clearly indicated that they want 0.60c per lb. per article on paperwork.
- Failure to list rates on paperwork is indication that offer has not been made.

Question

- Why can't I just charge what I want?
- My expenses are high, and/or I don't feel market pressure!

Answer

- The good news is you can, if your job meets the following criterion:
- 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.

Flat Rate Charges

MAX 4 Tariff - item 108 Exception to 2(a)

EXCEPTION to 2(a): If the mover and shipper agree, the amount of the Estimate will be both the maximum and minimum amount due for services described in the Estimate, the amount charged will be the amount of the Estimate.

Agreement between the mover and shipper must be noted on both the Estimate and the Agreement by the mover applying minimum weights, hours, or dollar amounts, producing a price equal to the total Estimated Cost of Services. In this case, weighing the load or recording hours is not required.

The number one benefit to the shipper is very simple and among the best - Price Certainty!

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 \$_____ to perform the following services:

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 for Services" (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 (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.

Signed _____ Dated _____

I have been provided with a copy of this form.

Signed _____ Dated _____

Core Principles

I. Transparency

- A. Viewable tariff
- B. Rates on all documents

II. Price Certainty

- A. Not To Exceed (NTE) on all jobs
- B. Change Order requires material changes by shipper

Core Principles - continued

- III. Any document required by this section may be in an electronic form, if agreed upon by the household mover and the customer.
- IV. Household mover shall retain copy of all signed documents for at least three years from date signed

Important Information

Regarding CHP's recent citations and their position that a MCP is required of all BHGS permitted movers now that we are not regulated by the CPUC.

As a result of CMSA's request of BHGS, DMV has come back with a legal opinion (in line with our position) that CAL- T permitted movers are not required to have a MCP (for regulated work). They have shared that opinion with BHGS and the CHP, but state agencies do not share legal opinions with outside parties. Therefore, BHGS legal is working on a document that they can share with us, and we can have movers place in truck cabs.

GREAT NEWS!

CMSA Member,

After a year of effort, we are pleased to announce that, effective January 1, 2023, AB 2956 amends Vehicle Code (VC) [§ 34601 \(b\)](#) to recognize a Bureau permitted (Cal-T) household mover as exempt (regulated work) from permit requirements under the [Motor Carriers of Property Permit Act](#) .

The link below is a copy of that exemption. We would suggest that a copy of the exemption should be placed in the cab of all impacted vehicles.

[AB 2956 Clarifies Household Movers are Exempt \(thecmsa.org\)](https://www.thecmsa.org/AB-2956-Clarifies-Household-Movers-are-Exempt)

Please let me know if you need any further clarification.

INDUSTRY ADVISORY 22-01

AB 2956 Clarifies Household Movers are Exempt from Motor Carrier of Property Permit Requirements

This advisory provides information regarding [AB 2956](#) (Committee on Transportation, Chapter 295, Statutes of 2022), which clarifies that household movers permitted by the [Bureau of Household Goods and Services \(Bureau\)](#) are exempt from motor carrier of property registration with the Department of Motor Vehicles (DMV).¹

AB 2956 (COMMITTEE ON TRANSPORTATION, CHAPTER 295, STATUTES OF 2022)

Effective January 1, 2023, AB 2956 amends Vehicle Code (VC) § 34601 (b) to recognize a Bureau permitted household mover as exempt from permit requirements under the Motor Carriers of Property Permit Act.

To qualify for the exemption, the permitted mover must:

- Have a valid household movers permit issued by the Bureau, AND
- Be transporting used household goods, OR
- Be transporting used office, store, and institution furniture and fixtures under its valid Bureau issued household mover permit.

Please note: Pursuant to California Business and Professions Code [§ 19236](#), every household mover must display their Cal-T (permit) number on all their vehicles. The Bureau strongly encourages any compliance check of a household moving vehicle to include verifying the Cal-T number is valid through the Bureau's [license search](#). A valid permit will show a Carrier Status of "Active."

BACKGROUND

The [Motor Carriers of Property Permit Act](#) requires any motor carrier of property to obtain a motor carrier permit from the DMV. Vehicle Code [§ 34601 \(b\)](#) defines a "motor carrier of property" as any person who operates any commercial motor vehicle, as defined, to transport property for compensation. Subdivision (a) exempts household goods carriers who are permitted by the Public Utilities Commission (PUC) to transport household goods from the DMV motor carrier of property permit requirement.

On July 1, 2018, SB 19 (Hill, Chapter 421, Statutes of 2017) transferred administration of the [Household Movers Act](#) (Act) from the PUC to the Bureau, but VC § 34601 was not updated to reflect the transfer. Bureau permitholders report law enforcement do not recognize Bureau issued permits as qualifying for the DMV motor carrier of property permit exemption.

QUESTIONS

The highest priority of the Bureau in exercising its licensing, regulatory, and disciplinary functions under the Act is protection of the public. If you have any questions about this advisory, please contact the Bureau at (916) 999-2041.

¹ Business and Professions Code (BPC) [§ 19225.5 \(h\)](#) defines a "household mover" as "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. The Legislature intends "household mover" to have the same meaning as "household goods carrier" in former Section 5109 of the Public Utilities Code, as that section read on June 30, 2018."

Reminders

- Importance of current qualifier with BHGS – disregarding will result in suspension and potentially other penalties.
- Once a qualifier has left the company or regularly works less than 30 hours a week you have 60 days to report this change to BHGS. Then you have 90 days to have a new qualifier pass the MAX 4 test.
- DBAs could soon be limited to a maximum of 3 per permit.

Upcoming CMSA events

UPCOMING IMPORTANT SPECIAL MILITARY CHAPTER MEETINGS

The CMSA Twin Counties Chapter is having its special January meeting on Tuesday, January 10, 2023 at Black Angus Steakhouse, 290 E. Hospitality Lane, San Bernardino, CA.

Chuck White and Dan Bradley from (IAM) International Association of Movers along with Ryan Bowley (ATA MSC) American Trucking Association will be the guest speakers, talking about Doing Business with the Military. You won't want to miss it.

RSVP by Friday, January 6, 2023 to Ed Coelho from Burgess Moving & Storage. Phone #: 951/682-4300 or E-mail: ecoelho@burgessmoving.com.

Click on the link below for more meeting information:

<https://www.thecmsa.org/html/calendar/Cal-Events/Twin%20Counties%20January%202023%20Chap%20Notice.pdf>

The CMSA San Diego/Imperial Counties Chapter is having its special January meeting on Wednesday, January 11, 2023, at Tom Ham's Lighthouse, 2150 Harbor Island Drive, San Diego, CA.

Chuck White and Dan Bradley from (IAM) International Association of Movers along with Ryan Bowley (ATA MSC) American Trucking Association will be the guest speakers, talking about Doing Business with the Military. You won't want to miss it.

RSVP by Wednesday, January 5, 2022, to Andria Skiff of Republic Moving & Storage at (619)550-6944 or E-mail: askiff@republicmoving.com

Click on the link below for more meeting information:

<https://www.thecmsa.org/html/calendar/Cal-Events/San%20Diego%20January%202023%20Chap%20Notice.pdf>

Upcoming CMSA events - continued

UPCOMING IMPORTANT SPECIAL MILITARY CHAPTER MEETINGS (continued)

The Central California Chapter is having its special January meeting on Thursday, January 12, 2023 at The Harris Ranch (South Ballroom), 24505 W. Dorris Avenue, Coalinga, CA

Chuck White and Dan Bradley from (IAM) International Association of Movers along with CMSA President Steve Weitekamp and CMSA Chair Shiree Hammer will be the guest speakers, talking about Doing Business with the Military. You won't want to miss it.

RSVP by Friday, January 6, 2023 to Rhonda Stephens of Lambert Transfer & Storage at (559) 924-5371 ext. 1009 or E-mail Rhonda@lemooremovers.com

Click on the link below for more meeting information:

<https://www.thecmsa.org/html/calendar/Cal-Events/2023%20Central%20Valley%20January%20Meeting.pdf>

You're Invited to the California Moving & Storage Association's 105th Annual Convention!

**Meet your California colleagues in Rancho Mirage, CA
May 16-21, 2023
and learn about issues affecting both the California &
National Moving Industry.**



Questions?





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