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BEFORE

THE PUBLIC SERVICE COMMISSION OF

SOUTH CAROLINA

DOCKET NO. 2022-18-T - ORDER NO. 2022-__

March 16, 2022

IN RE:	Application of All My Sons Moving & Storage of Charleston, LLC to Amend Tariff and Bill of Lading	)))	ORDER APPROVING TARIFF AMENDMENTS

I. INTRODUCTION

This matter comes before the Public Service Commission of South Carolina ("Commission") on the Application of All My Sons Moving & Storage of Charleston, LLC (hereinafter referred to as "Applicant"). By its Application, APPLICANT seeks approval of an increase in hourly rates and other minor tariff and bill of lading changes.

II. FACTS AND PROCEDURAL HISTORY

APPLICANT was granted authority to transport household goods statewide by Commission Order No. 2017-573, in Docket No. 2012-105-T. APPLICANT currently operates under PSC/ORS Certificate No. 9792-B.

APPLICANT filed its Application with the Commission to Amend its Tariff and Bill of Lading on January 7, 2022. APPLICANT also simultaneously filed a Request to Waive Publication, which was granted on January 20, 2022 by Commission Order No. 2022-43. By letter dated January 20, 2022, the Clerk's Office of the Commission issued a Notice of Filing ("Notice"). Among other things, the Notice summarized the Applicant's proposed changes and advised any person who desired to participate as a party of record to file a Petition to Intervene on or before February 25, 2022. There were no requests for intervention.

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Applicant filed a Corrected Amended Tariff on January 20, 2022, that corrected certain clerical errors.

The South Carolina Office of Regulatory Staff ("ORS"), a party of record pursuant to S.C. Code Ann. § 58-41-l0(B) (Supp. 2019), completed a review of the proposed tariff and bill of lading filed its Impact Study with the Commission on February 25, 2022.

III. EVIDENCE OF RECORD

APPLICANT has an approved tariff on file with the Commission. The Applicant's proposed new rates are as follows:

I. Packing/Moving/Labor Rates:

A. October 1 through March 15 (Off-Peak)

1. Monday through Thursday

Number of Movers + Van	Hourly Rate
Van + 2 men	$129.00
Van + 3 men	$169.00
Van + 4 men	$199.00

2. Friday through Sunday

Number of Movers + Van	Hourly Rate
Van + 2 men	$139.00
Van + 3 men	$179.00
Van + 4 men	$209.00

Note: First 3 days and last 3 days of each month and Holidays will be charged Friday through Sunday rates.

B. March 16 through September 30 (Peak)

1. Monday through Thursday

Number of Movers + Van	Hourly Rate
Van + 2 men	$139.00
Van + 3 men	$179.00
Van + 4 men	$219.00

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2. Friday through Sunday

Number of Movers + Van	Hourly Rate
Van + 2 men	$149.00
Van + 3 men	$199.00
Van + 4 men	$239.00

Notes:

#1 - $50 charge per additional man.

#2 - $50 charge per additional van.

#3 - 2-hour labor minimum on all weekday moves.

#4 - 3-hour labor minimum on off-peak and peak weekends and holidays.

II. Fuel Surcharge – increased from 12% to 14%.

III. Packing Containers (Material Prices) – Deleted sentence "Packing Containers/Material will be charged at Market Value price, plus 25%." Added table below:

Carton 1.5	$ 4.50	Mattress Bag (each)	$12.00
Carton 3.0	$ 5.50	TV Box	$35.00
Carton 4.5	$ 6.50	Newsprint (per bundle)	$35.00
Dishpack	$ 17.50	Shrink wrap (per roll)	$25.00
Mirror Carton (4 pcs.)	$ 17.50	Tape (per roll)	$ 5.50
Wardrobe	$ 17.50	Paper Pads	$ 4.50
Carpet Shield (per roll)	$100.00		

Page 8 – Added new page entitled, "CONTRACT TERMS AND CONDITIONS OF UNIFORM HOUSEHOLD GOODS BILL OF LADING"; and changed claim filing from 9 months to 30 days.

The ORS conducted a compliance review with Applicant on February 11, 2022. Its Impact Study revealed that APPLICANT was in compliance with the Commission's rules and regulations. Furthermore, ORS advises that APPLICANT is currently in compliance with all filing and reporting requirements. Three consumer complaints were filed against the Applicant within the past twelve months, two of which concerned unregulated matters. After an investigation into the third complaint, ORS determined that the complaining customer had been

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charged the correct amount for the services provided and thus that complaint was resolved.

IV. LAW

The Commission is authorized to fix or approve just and reasonable motor vehicle carrier rates. S.C. Code Ann. § 58-23-1010 (2015) and S.C. Code Ann. Regs. 103-192 (2012). A motor vehicle carrier cannot begin operations until the Commission approves its rates, fares, and charges or any changes to its rates, fares, and charges. S.C. Code Ann. Regs. 103-130 (2012).

In addition to regulating just and reasonable rates, the Commission also prohibits rate discrimination. Undue preference is not permitted. S.C. Code Ann. Regs. 103-197 (2012). No motor carrier can give unreasonable preference, unjust discrimination, or undue or unreasonable prejudice or disadvantage to any "person, port, gateway, locality, or description of traffic." *Id.*

Similarly, motor carriers are prohibited from charging more or less than the rates specified in lawful tariffs, schedules, or by specific order of the Commission. S.C. Code Ann. Regs. 103-198 (2012). This principle is generally known as the filed-rate doctrine. Under this doctrine, a regulated entity is prohibited from charging rates for its services other than those properly filed with the appropriate regulatory authority. 64 Am. Jur. 2d *Public Utilities* §62 (August 2020).

V. DISCUSSION

In the present case, Applicant seeks approval of an increase in its hourly rates and certain minor changes. The rates are not discriminatory, and the tariff and bill of lading changes are reasonable. The Applicant is in compliance with all applicable Commission Rules and Regulations and has had no complaints lodged against it. Further, no person or party has stated opposition to approval of the amended tariff or bill of lading.

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VI. FINDINGS OF FACT

1. All My Sons Moving & Storage of Charleston, LLC proposes approval of amendments to its tariff and bill of lading with regard to its hourly rates and certain other changes.

2. The amendments are within a reasonable range.

VII. CONCLUSIONS OF LAW

1. The amendments to the Tariff and bill of lading are just and reasonable and non-discriminatory. S.C. Code Ann. § 58-23-1010 (2015) and S.C. Code Ann. Regs. 103-192 (2012).

2. The changes proposed by Applicant should be approved by this Commission and the Revised Amended Tariff and Bill of Lading, as filed by the Applicant, should be approved.

VIII. ORDERING PROVISIONS

IT IS THEREFORE ORDERED THAT:

1. The Application of All My Sons Moving & Storage of Charleston, LLC to amend its Tariff and Bill of Lading is granted.

2. The proposed amendments are hereby approved, and the Revised Amended Tariff and Bill of Lading are approved. A copy of the Revised Amended Tariff and Bill of Lading are attached as Order Exhibit No. 1.

3. This Order shall remain in full force and effect until further Order of the Commission.

BY ORDER OF THE COMMISSION:

_____
Justin T. Williams, Chairman
Public Service Commission of South Carolina

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EXHIBIT #1

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AMS TARIFF NO. 1

All My Sons Moving & Storage of Charleston, LLC

JOINT AND LOCAL RATES
APPLYING ON

HOUSEHOLD GOODS

TRAFFIC HAVING ORIGIN, DESTINATION AND ENTIRE
TRANSPORTATION WITHIN THE STATE OF SOUTH CAROLINA
HOUSEHOLD GOODS TARIFF

EFFECTIVE DATE:

ISSUED BY:
All My Sons Moving & Storage of Charleston, LLC

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ACCEPTED
CHARLESTON COUNTY
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All My Sons Moving & Storage of Charleston, LLC

I. Packing/Moving/Labor Rates:

A. October 1 through March 15 (Off Peak)

1. Monday through Thursday

Number of Movers + Van	Hourly Rate
Van + 2 men	$129.00
Van + 3 men	$169.00
Van + 4 men	$199.00

2. Friday through Sunday

Number of Movers + Van	Hourly Rate
Van + 2 men	$139.00
Van + 3 men	$179.00
Van + 4 men	$209.00

Note: First 3 days & last 3 days of each month and Holidays will be charged Friday through Sunday rates.

B. March 16 through September 30 (Peak)

1. Monday through Thursday

Number of Movers + Van	Hourly Rate
Van + 2 men	$139.00
Van + 3 men	$179.00
Van + 4 men	$219.00

2. Friday through Sunday

Number of Movers + Van	Hourly Rate
Van + 2 men	$149.00
Van + 3 men	$199.00
Van + 4 men	$239.00

Note: First 3 days & last 3 days of each month and Holidays will be charged Friday through Sunday rates.

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Notes:

1. $50 charge per additional man.
2. $50 charge per additional van.
3. 2-hour labor minimum on all weekday moves.
4. 3-hour labor minimum on off peak and peak weekends and holidays.
5. A one-time trip charge of one hour (at the applicable hourly rate) will be charged for moves originating within 0-50 miles from the Charleston office / warehouse.
6. Round trip travel time will be charged for any move traveling more than 50 miles one way from the office in Charleston. Round trip travel time is calculated by multiplying the applicable hourly rate times the actual mileage traveled divided by 50. (e.g., 150 miles traveled ⁄ 50 = 3 x $129 (off peak weekday van + 2men) = round trip travel charge of $387.00).
7. Wait time not caused by the carrier will be charged at the applicable hourly rate.
8. A charge of $75.00 will be applied for each additional stop other than the final destination.
9. For all active members of the Armed Forces, Veterans, and senior citizens (65 years and older), the carrier will provide a $50 discount.
10. Charges based on time shall be computed by multiplying the hourly rate by the time involved. Unless otherwise provided, fractions of an hour will be disposed of as follows:
    (a) Where the time involved is 15 minutes or less, the charge shall be for one quarter of an hour.
    (b) Where the time involved is more than 15 minutes but less than 30 minutes, the charge shall be for one half hour.
    (c) Where the time involved is more than 30 minutes but less than 45 minutes, the charge shall be for three quarters of an hour.
    (d) Where the time involved is more than 45 minutes, the charge shall be for one hour.
11. Overnight truck storage fee is $250, per truck, per day.

II. <u>Fuel Surcharge</u>

A fuel surcharge of 14% of the total charges (labor travel and materials) will be added to each bill.

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III. Packing Containers (Material Prices)

Carton 1.5	**$4.50**	**Mattress Bag (each)**	**$12.00**
Carton 3.0	**$5.50**	**TV Box**	**$35.00**
Carton 4.5	**$6.50**	**Newsprint (per bundle)**	**$35.00**
Dishpack	**$17.50**	**Shrink wrap (per roll)**	**$25.00**
Mirror Carton (4pcs)	**$17.50**	**Tape (per roll)**	**$5.50**
Wardrobe	**$17.50**	**Paper Pads**	**$4.50**
Carpet Shield (per roll)	**$100.00**		

IV. Bulky Items

Motorcycles	**$80.00**
Piano / Pipe organ 400 pounds or more	**$75.00**
Grand Piano	**$75.00**
Safe	**$75.00**
Hot Tub	**$150.00**
Riding Mower	**$75.00**
Canoe / Small Boat	**$75.00**

V. Billing / Other

Carrier requires payment in cash, a valid credit or debit card or by certified funds before household goods will be released unless other payment arrangements have been made with and accepted by the carrier prior to the start of the move.

VI. Rules and Regulations

A. Claims

1. All claims for loss, damage or overcharge must be in writing and attached to the Bill of Lading.

2. Customer (shipper) must notify carrier of all claims for concealed damage within 30 days of the move. All My Sons Moving & Storage must be given a reasonable opportunity to inspect the damaged items.

3. The agreed or declared value of the property is hereby specifically stated by the customer (shipper) and confirmed by the signature hereon to be not exceeding 60 cents per pound per article.

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B. Computing Charges

1. All My Sons Moving & Storage rates and charges are computed by multiplying the applicable hourly rate by the time as provided in Section plus additional charges for packing containers, storage, fuel, and bulky items as providing in Sections II, III, IV and V.

2. All My Sons Moving & Storage reserves the right to offer and run special promotions from time to time. Any such promotions will be submitted to the Public Service Commission for approval, filed with ORS, and attached to the Bill of Lading.

C. Governing Authorities

1. All My Sons Moving & Storage rates and charges are governed by the terms and conditions of tis tariff, the Rules and Regulations of the South Carolina Public Service Commission and the laws of the state of South Carolina.

D. Items of Particular Value

1. All My Sons Moving & Storage does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. All My Sons Moving & Storage will not accept responsibility for safe delivery of such articles if they come into All My Sons Moving & Storage's possession.

E. Bill of Lading, Contract Terms and Conditions

1. Each customer will be provided with an electronic copy of All My Sons Moving & Storage's Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto as Addendum A, are hereby incorporated by reference as if they were repeated verbatim here.

2. Each customer will be provided with a copy of All My Sons Moving & Storage's Notice of Limitation of Liability for items constructed of pressboard, particle board and engineered wood furniture. A copy of this Notice is set forth below and its terms are incorporated by reference as if they were repeated verbatim here.

3. Each customer will be provided with a copy of All My Sons Moving & Storage's Customer Checklist. A copy of this Checklist is provided below, and its terms are incorporated by reference as if they were repeated verbatim here.

ALL MY SONS
MOVING & STORAGE

NOTICE

LIMITATION OF LIABILITY ON PRESSBOARD, PARTICLE BOARD AND/OR ENGINEERED WOOD FURNITURE

Furniture manufactured from press-board, particleboard, and/or engineered wood is designed to go into a box from the manufacturer to the retailer and then to the end user unassembled. It is not constructed to withstand the normal stress of a move as an assembled unit. Most is not designed with the extra wood structural pieces to adequately brace the unit for movement out of or into a residence, nor the normal truck vibration even in air-ride trailers. Usually chips and dents are not repairable. Surface Impressions can be made on the furniture when writing on a single piece of paper. Assembly instructions frequently suggest that the connecting hardware pieces be glued in place. This does not significantly improve the structural integrity of the pieces, but does make disassembly impossible without creating substantial, un-repairable damage.

- **Option 1-** I/we choose to disassemble all press-board, particleboard and/or engineered wood furniture prior to the move. I/we assume all responsibility for damage to the press-board, particleboard and/or engineered wood furniture, which may occur during the disassembly of the furniture.

- **Option 2-** I/we have engaged the services of another individual or company to disassemble all press-board, particleboard and/or engineered wood furniture prior to the move. I/we assume all responsibility for damage, which may occur to the press-board, particleboard and/or engineered wood furniture during the disassembly of the unit(s).

- **Option 3-** I/we am/are tendering furniture constructed of press-board, particleboard and/or engineered wood furniture fully assembled as part of our move. I/ we understand that any claims for damages to the press-board, particleboard and/or engineered wood furniture may be denied due to inherent vice, based upon the fact that fully assembled press-board, particleboard and/or engineered wood furniture is inherently susceptible to damage as outlined above.

SHIPPER, OWNER, OR CONSIGNEE MUST SELECT OPTION 1, 2, OR 3.

Shipper, owner, or consignee:_____ Date:_____

Customer Checklist

***** Customer Please Read Carefully, This for your Protection!*****

1. **Items Left:** *All My Sons Moving & Storage cannot be held responsible for items left at residence after loading*. It is the customer's responsibility to make sure the nothing is left behind. Please be sure to go room by room with your driver to make sure everything is out prior to truck leaving job. **Initial:_____**
2. **Packed By Owner or "PBO":** *Damages incurred to "PBO" items can not be compensated in the event of a claim* as we did not pack theses items & are unaware of their existing condition. **Initial:_____**
3. **Valuables:** *Never pack money(including coins), jewelry, Important papers, medicine, or other irreplaceable family heirlooms on the moving truck.* Please carry these items with you to protect their value. **Initial:_____**
4. **Appliances:** *All My Sons Moving & Storage cannot disconnect or reconnect any gas, plumbing, or electrical items.* Our men are not qualified to do this nor is this part of All My Sons Moving & Storage's Policies and Procedures. **Initial: _____**
5. **Electronics:** All sensitive electronics and TVs (Plasma, LCD, LED) will need to go into their original boxes or crate. If needed, All My Sons Moving & Storage will build a box or crate for their protection. We can provide this for you at an additional charge as set forth above in Section III plus the appropriate hourly rate. **Initial: _____**
6. **Firearms/Chemicals:** *We are **PROHIBITED BY LAW** from transporting firearms, ammunition, gun powder, primer, paints, fuel, or chemicals of any kind.* All these items the customer is responsible for moving. **Initial:_____**
7. **Walls, Banisters, floors, ceiling, etc:** *While attempting to move any furniture or other items into or out of any area of the home or property, where there is potential insufficient space to do so, the customer hereby accepts all responsibility for any piece, and any damage which may occur.* **Initial:_____**
8. **Payment:** *All My Sons Moving & Storage collects payment on delivery. All My Sons does not do any post billing.* We accept Cash and Major Credit and Debit Cards: **Initial:_____**
9. **Valuation:** The customer is required to declare in writing the releases value of the property. The agreed or declared value of the property is hereby specifically stated by the customer and confirmed by their initials hereon to be not exceeding **60 cents per pound per article**. **Initial: _____**

Customer Signature:_____Date:_____

THIS AGREEMENT IS SUBJECT TO SOUTH CAROLINA CODE SECTION 15-48-10 ET SEQ., UNIFORM ARBITRATION ACT.

UNIFORM HOUSEHOLD GOODS BILL OF LADING

All My Sons Moving & Storage of Charleston, LLC

Carrier Ref./BOL No.

PSC/ORS No. 9792-B

2532 Oscar Johnson Dr, North Charleston, SC 29405
(843) 480-4333

SHIPPER _____
COMPANY _____
STREET ADDRESS _____
CITY & STATE _____
TELEPHONE _____

CONSIGNEE _____
ADDRESS _____
CITY & STATE _____
NOTIFY IN CASE OF DELAY CHARGES _____
NAME _____
ADDRESS _____
TELEPHONE _____
BILL TO _____
CITY & STATE _____
ATTN _____ NO. _____

AGREED LOAD DATES: _____

AGREED UNLOAD DATES: _____

HOURLY

Time Move Started				
Time Move Finished				
Travel Charge				
	Men	Hours	Rates	Charges
Regular Hours				
Overtime Hours				
	Total Hourly Charges			

PACKING

Description	Quantity	Rate	Charges

NOTE: SHIPPER MUST INDICATE CHOICE MADE ON VALUATION BY INITIALING THE APPROPRIATE LINE.

VALUATION:

_____ **Basic Value Protection**. I release this shipment to a value of 60 cents per pound per article. This lower level of protection is provided at no additional cost beyond the base rate. However, it provides only minimal protection that is considerably less than the average value of household goods.

	ORIGINAL	REWEIGH	TOTAL PACKING CHARGES
LBS. GROSS			
LBS. TARE			
LBS. NET			

EXTRAORDINARY VALUE ARTICLE DECLARATION

I acknowledge that I have prepared and retained a copy of "Inventory of Items Valued in Excess of $2,000 or $100 Per Pound Per Article" and that I have given a copy of this inventory to the carrier's representative. I also acknowledge that the carrier's liability for loss of or damage to any article valued in excess of $2,000 or $100 per pound per article will be limited to $100 per pound for each pound of the damaged article (based on actual article weight).

SIGNED _____

Tariff	Sec	Miles	Weight	Rate	Line Haul Charges
AMS Tariff	No. 1				

Description	Rate	Charges
Bulky Items:		
Motorcycle		
Piano/Pipe organ (400+ lbs.)		
Grand Piano		
Safe		
Hot Tub		
Riding Mower		
Canoe/Small Boat		
Additional Labor		
Fuel Surcharge		
Discount Received		
Discount Toward Claims Received		
Full Value Protection		
Overnight Truck Storage		

DELIEVRY RECEIPT: **To be signed at time of delivery**

All property was received in good condition, except as noted on the inventory form.

Shipper signature _____

Driver signature _____

Payment Acknowledgement		Total Charges
	Total	
Prepayment Received By _____	Prepayment	
Payment Received at Destination By _____	Balance Due	

QUESTIONS ABOUT THIS FORM OR YOUR MOVE?
Call the Consumer Services Division of the South Carolina Office of Regulatory Staff (ORS) @ 1-800-922-1531 or 803-737-5230

ACCEPTED
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CONTRACT TERMS AND CONDITIONS OF UNIFORM HOUSEHOLD GOODS BILL OF LADING

This contract is subject to all rules, regulations, rates, and charges in its Tariff on file with the South Carolina Public Service Commission (PSC) including, but not limited to, the following terms and conditions:

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

(a) From an act, omission, or order of shipper;

(b) From defect or inherent vice of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity or changes therein;

(c) From (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (A) by any government or sovereign power, or by any authority maintaining or using military, naval or air forces; or (B) by military, naval or air forces; or (C) by an agent of any government, power, authority or forces; (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war: (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such an occurrence; (4) seizure or destruction wider quarantine or customs regulations; (5) confiscation by order of any government or public authority; or (6) risks of contraband or illegal transportation or trade;

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

(e) From Acts of God.

SUBJECT, in addition to the foregoing, the following limitations apply on the carrier's liability:

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

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

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

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

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

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

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

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

SECTION 4. If for any reason other than the fault of carrier, delivery cannot be made at address shown on the face hereof, or at any changed address of which carrier has been notified, carrier, at its option, may cause articles contained in shipment to be stored in a warehouse selected by it at the point of delivery or at other available points, and were held without liability on the part of the carrier, at the cost of the owner, and subject to a lien for all accrued tariff and other lawful charges.

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

SECTION 6. As a condition precedent to recovery, a claim for any loss or damage, injury or delay, must be filed in writing with carrier within thirty (30) days after delivery to consignee as shown on face hereof, or in case of failure to make delivery, then within thirty (30) days after a reasonable time for delivery has elapsed; and suit must be instituted against carrier within two (2) years and one (1) day from the date when notice in writing is given by carrier to the claimant that carrier has disallowed the claim or any part or parts thereof specified in the notice. Where a claim is not filed or suit is not instituted thereon in accordance with the foregoing provisions, carrier shall not be liable and such a claim will not be paid. **SUBJECT TO APPLICABLE LAW, ANY CLAIM OR DISPUTE BETWEEN YOU AND ALL MY SONS MOVING & STORAGE OF CHARLESTON, LLC ("CARRIER") ARISING FROM OR IN CONNECTION WITH THE TRANSPORTATION OF YOUR GOODS (A "DISPUTE") IN SOUTH CAROLINA INTRASTATE COMMERCE WHETHER UNDER STATE, OR LOCAL LAW, INCLUDING ANY VIOLATION OF ANY APPLICABLE LAW OR REGULATION, SHALL BE RESOLVED BY MANDATORY ARBITRATION IN CHARLESTON COUNTY, SOUTH CAROLINA IN ACCORDANCE WITH SOUTH CAROLINA CODE SECTION 15-48-10 ET SEQ., *UNIFORM ARBITRATION ACT.***

ACCEPTED FOR FILING
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NOTICE

LIMITATION OF LIABILITY ON READY TO ASSEMBLE FURNITURE MADE FROM PRESS BOARD, PARTICLE BOARD, AND ENGINEERED WOOD

Furniture manufactured from pressboard, particleboard, and/or engineered wood is designed to go into a box from the manufacturer, to the retailer, and then to the customer unassembled. It is not constructed to withstand the normal stress of a move as an assembled unit. Most is not designed with the extra wood structural pieces to adequately brace the unit for movement out of or into a residence, and may not withstand the normal truck vibration, even in air-ride trailers. Usually chips or dents are not repairable. Surface impressions can be made on the furniture when writing on a single piece of paper. Assembly instructions frequently suggest that connecting hardware pieces be glued in place. This does not significantly improve the structural integrity of the pieces and makes disassembly impossible without creating substantial, irreparable damage. ***When a shipper elects to ship an article as defined herein, and notwithstanding the language contained in this Notice, in no case shall the liability of the carrier exceed $.60 per pound per article or $50.00 per article, whichever is greater.***

[ ] <u>Option 1</u> I/we choose to disassemble and reassemble all pressboard, particleboard, and /or engineered wood furniture prior to move. I/we assume all responsibility for damage to the pressboard, particleboard, and/or engineered wood furniture, which may occur during the disassembly of the furniture.

[ ] <u>Option 2</u> I/we have engaged the services of another individual or company to disassemble all pressboard, particleboard, and /or engineered wood furniture prior to move. I/we assume all responsibility for damage, which may occur to the pressboard, particleboard, and/or engineered wood during the disassembly of the unit(s).

[ ] <u>Option 3</u> I/we am/are tendering furniture constructed of pressboard, particleboard, and/or engineered wood fully assembled as part of our move. I/we understand that any claim for damage to the pressboard, particleboard, and /or engineered wood furniture may be denied due to the inherent vice, based on the fact that fully assembled all pressboard, particleboard, and /or engineered wood furniture is inherently susceptible to damage as outlined above.

SHIPPER, OWNER, OR CONSIGNEE MUST SELECT OPTION 1, 2, or 3.

_____ _____
NAME OF SHIPPER, OWNER OR CONSIGNEE DATE

_____
SIGNATURE OF SHIPPER, OWNER, OR CONSIGNEE