ITEM 470
IMPORTANT INFORMATION FOR PERSONS MOVING HOUSEHOLD GOODS (within California)

ABOUT THIS BOOKLET

This booklet has been prepared by the Bureau of Household Goods and Services (Bureau) to offer guidelines and recommendations for moving and to explain the obligations (regulations) of moving companies in California. The Bureau requires this information be provided without charge by household movers to persons planning to move between points in California. The mover ultimately performing your move must (1) provide this booklet to you at the first in-person contact, (2) mail the booklet to you (time allowing) if the move was arranged and confirmed by mail or telephone and no in-person contact is made prior to the day of the move, or (3) obtain your assurance that you received it from some other source. In any case, you must initial a statement on the Consumer Protections and/or Waivers section of the "Agreement for Moving Services" (Agreement) indicating you have received the booklet. If your mover does not ensure you have this booklet, you are eligible for a $100 refund from your mover.

TABLE OF CONTENTS

Introduction 1
How to Choose a Mover 2
Maximum Rates 2
Estimates and Costs 3
Inventory Report 4
Pickup and Delivery Dates 4
Packaging and Other Preparations 5
Agreement for Moving Services 6
Weighing Your Good 6
Protecting Your Goods 6
Liability for Valuables 7
Limitations on the Mover's Liability 8
If You Have Loss or Damage 8
How to File a Claim 9
If Your New Home is Not Ready 10
Paying for Your Move 10
List of District Offices 11
Hazardous Materials Not to be Shipped 12

INTRODUCTION

This material is designed to give you the information necessary to ensure a well-planned, uncomplicated move. Throughout this document you will be referred to as "you" or the "shipper." The moving company will be called either the "carrier" or the "mover."

ITEM 470 (Continued)
IMPORTANT INFORMATION FOR PERSONS MOVING HOUSEHOLD GOODS (within California)

The Bureau has rules governing how much the mover can charge you for its services. The specific government rules, regulations and rate limitations for movers within California are provided in the Bureau's Maximum Rate Tariff 4. A copy of the Maximum Rate Tariff 4 and all forms and documents used by the mover can be examined the mover's place of business, the Bureau office located at 4244 South Market Court, Suite D, Sacramento, CA 95834, or on the Bureau's website, www.bhgs.dca.ca.gov. In addition, you may call 1-833-488-2327 for information on the maximum rate program.

California moves require much paperwork. You should read all forms and be sure they are completely filled out before you sign. Always get a copy of everything you sign.

If you have a problem about a move within California that you and the mover cannot resolve, please call the Bureau.

HOW TO CHOOSE A MOVER

Most licensed moving companies are listed in classified telephone directories, newspapers, and other local advertising. When consulting written advertisements, avoid contacting movers whose license number (Cal "T-No."), issued by the Bureau, is not shown. Such movers are probably not licensed or insured against loss or damage. You may want to ask friends who have recently moved if they can recommend a moving company. Additionally, some realtors may advise you based upon their customers' experiences. Mover associations, business groups, chambers of commerce, and consumer organizations may also be a source of information. Once you have the names of possible moving companies, you may call the Bureau at 1-833-488-2327 or check the Bureau's licensee lookup at www.bhgs.dca.ca.gov to determine whether the movers are licensed and insured and whether the Bureau has issued citations or taken legal actions against the movers. You should also get written estimates to compare the prices and services of different moving companies to help you select a mover.

Be sure to obtain the complete and correct moving company name, T-number (Bureau license number), address and telephone number of the mover you select to move your belongings, and keep the mover informed as to how and where you may be reached at all times until the shipment is delivered.

MAXIMUM RATES

All rates and charges are subject to Bureau-set maximums. Normally, movers will not exceed these maximums; in fact, most movers charge less. However, there may be circumstances under which a mover must issue you a written "Estimated Cost of Services" (Estimate) no less than three days prior to moving day, indicate that maximum rates will be exceeded on the move and obtain your consent to the rates to be charged. If these procedures are not followed, the mover may not exceed Bureau maximum rates.

ITEM 470 (Continued)
IMPORTANT INFORMATION FOR PERSONS MOVING HOUSEHOLD GOODS (within California)

ESTIMATES AND COSTS

You should request a written estimate from two or more movers so you can compare prices. Written estimates are binding on the mover. All written estimates must be based on a visual inspection of goods and must show total estimated charges. A verbal or online rate quotation (how much it will cost per 100 pounds or per hour) is not an Estimate. **Remember, verbal and online quotes are not binding. To avoid problems in the long run, get any total cost estimates in writing!**

In describing your wishes, be as consistent as possible with each mover you talk to; this will make it easier to compare Estimates. Be sure to tell the prospective movers about all of the goods you want moved, any special services you require and conditions affecting pick-up and delivery (e.g., stairs, narrow road). It is especially important to tell the movers everything about your new home that may affect your move. This ensures a more accurate estimate of cost and reduces the chance of misunderstandings and/or unexpected charges on moving day.

A mover's rates for long-distance moves are based on miles, which are miles accounting for driving conditions. If the move is over 100 miles, it is considered a long-distance move and must be charged on a weight and mileage basis. If your move is 100 miles or less, it is considered a local move and is usually charged by the hour. On local moves that can be completed in a few hours, some movers may not consider it feasible to visually inspect and give you a written Estimate and will quote you the hourly rate. You should consider contacting other movers to get a written Estimate of the total cost.

In certain circumstances, some movers may have minimum charges. For example, on hourly moves, a mover may charge a minimum of four hours even if your move takes only two or three. Similarly, on distance moves, a mover may charge for a minimum weight of 5,000 pounds. So, even if the total weight of your shipment is 3,000 pounds, you may be charged for 5,000 pounds.

Movers normally will charge for packing and unpacking services provided. On distance-rated shipments there may be an additional charge for elevators and flights of stairs past the first floor (except in a single-family home). If it is impossible for the mover to park so that the tailgate of his vehicle is within 75 feet of the front door, a long carry charge may apply.

If you add items or request services not included in the Estimate, the mover will provide a "Change Order for Services" (Change Order) either at the time of pickup or before performing services, and of course, you pay for these additional services. Make sure the form is filled out before you sign and don't forget to keep a copy. **Do not sign a blank Change Order.**

ITEM 470 (Continued)
IMPORTANT INFORMATION FOR PERSONS MOVING HOUSEHOLD GOODS (within California)

The Bureau wants to ensure that you know the cost of your move in advance and that you do not pay an excessive price for the move. Before your move begins, the mover must inform you of a Not to Exceed Price for your move and cannot charge you more than that price unless you add items or request additional services not previously included in your Agreement. This Not to Exceed Price must be written on the Agreement along with any minimums that may apply and specific details of the move.

If you have an Estimate, the amount of the Estimate is the highest price you can be charged and should be the Not to Exceed Price written on the Agreement. However, any charges on a Change Order will be added, as discussed above.

If you do not have an Estimate, the highest price you will pay is the lesser of (1) the Not to Exceed Price, subject to maximum fixed rates, plus any Change Order charges or (2) the charges calculated using the rates quoted in the Agreement.

INVENTORY REPORT

An inventory (or inventory report) is a list of items and their current condition. When the mover arrives to pick up your goods, you may request an inventory of all articles you want shipped. A complete and specific inventory report is a business-like procedure for you and the mover. While common for distance moves, an inventory report is not normally prepared for hourly moves. Be aware that if yours is an hourly move you may be charged for the time it takes to prepare the inventory report.

In preparing the inventory list of your furniture and other goods, the mover will note the condition of each article in a code explained at the top of the form: e.g., “G” for gouged. Make sure you and the mover agreed about the condition. If you disagree, make your own notation on the inventory list; otherwise, you may have difficulty securing compensation should damage occur.

Similarly, your personal participation is recommended when your goods are delivered. If an item is missing or damaged, tell the mover and mark it on both the mover’s and your copy of the inventory sheet. Check all cartons carrying china, glassware, and other fragile items for damage before the mover leaves.

When delivery is complete, you should sign the inventory sheet and delivery receipt, noting any lost or damaged items. This will simplify processing of any future claims. However, failure to do so in no way affects your right to make a claim and to have the claim considered on its merits.

PICKUP AND DELIVERY DATES

If the mover agrees to pick up your goods on a particular day and/or at a specified time, every effort must be made to meet that commitment. If, for some reason, the time or

ITEM 470 (Continued)
IMPORTANT INFORMATION FOR PERSONS MOVING
HOUSEHOLD GOODS (within California)

date cannot be met, the mover must notify you (or the party you designate) by telephone, email, or fax, at the mover's expense, as soon as it becomes apparent that the pickup will not be at the time promised.

If delivery of your goods is delayed, the mover must notify you at least 24 hours in advance (at mover's expense by telephone, email, or fax), at the address or telephone number you have provided.

For moves weighing 5,000 pounds or more and/or transported 75 miles or more, you may request the mover to pick up a shipment on an agreed date and deliver it within an agreed upon span of two consecutive days. If pickup is not made on the agreed upon date and delivery within two (2) days of the agreed date, the mover must pay you $100 per day for each and every day of delay. This is in addition to any other claim you make. You must request this service in writing and any claim for failure to deliver on the agreed date must be made in writing within 30 days of delivery (See "How to File a Claim").

Claims for reimbursement for damages because of mover negligence in failing to pick up or deliver your shipment on the agreed-upon date or period of time specified in the Agreement and shipping order should be handled like any other claim for loss or damage (See "How to File a Claim").

PACKING AND OTHER PREPARATIONS

You may wish to save money by packing some or all of your own household goods; however, you should be aware that in the event of breakage you will have to show damage occurred because of the mover's negligent handling and not your packing. In case there is damage, always save the box, the contents and the packing materials to facilitate claims handling.

Never pack matches, flammables (such as propane tanks) or other dangerous articles (see the last page of this booklet for more examples of things not to include in your move). It's a good idea to empty, defrost and dry refrigerators and freezers. Set aside jewelry, money, vital documents and valuable small items in a safe place, not accessible to anyone entering either your old or your new residence.

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.

It is up to you to make such preparations as disconnecting major appliances, providing special services to protect them during the move and removing items attached to walls

ITEM 470 (Continued)
IMPORTANT INFORMATION FOR PERSONS MOVING
HOUSEHOLD GOODS (within California)

or floors such as draperies and tacked-down carpets. Some moving companies will provide these services for a fee, or they can suggest firms in the local area to assist you.

AGREEMENT FOR MOVING SERVICES

In addition to other items, the Agreement shows: the mover's name, Bureau license number (T-number), address, and telephone number where you can reach him or her; the address and the telephone number where the mover can contact you about the move; the location where your goods are being moved; the date of loading or pickup and the preferred date of delivery; a summary description of the move (i.e., a general description of items to be included or excluded and services to be provided); the declared value of your goods; the rates upon which the charges are based and any minimums the mover may have; and the Not to Exceed Price, which is the highest charge that may be assessed for the various services to be performed, plus any additional charges as requested on a Change Order.

The mover is required to complete the Agreement (except for the Not to Exceed Price), sign it, and give it to you no less than 3 days before day of the move, unless arrangements to move are made less than 3 days in advance of the moving date or you agree to waive the requirement. This gives you time to review it and ask for an explanation of any unclear items. For example, if you are moving on a Saturday, you should get the Agreement on Wednesday.

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.

WEIGHING YOUR GOODS

When your charges are based on weight, the moving van will be weighed by a certified weighmaster on a certified scale before and after loading. You may observe the actual weighing or you may ask the mover to notify you of the charges by telephone, email, or fax as soon as the goods are weighed. You should request copies of the weight information before and after loading. If you have any reason to question the reported weight, you may ask for a reweigh before delivery.

No extra charge will be made for reweighing IF the difference between the two net scale weights exceeds 100 pounds on shipments weighing 5,000 pounds or less or exceeds two (2) percent of the lower net scale weight on shipments weighing more than 5,000 pounds. The lower of the two net weights must be used in determining the charges. If you request a reweigh and the difference between the weights is not as described above, you may be required to pay for the reweighing.

ITEM 470 (Continued)
IMPORTANT INFORMATION FOR PERSONS MOVING HOUSEHOLD GOODS (within California)

PROTECTING YOUR GOODS

Already included in the mover's rates is protection against possible loss or damage at 60 cents per pound per article. You may choose to purchase additional protection and set the value on your belongings for an amount that makes you comfortable. Be sure to check any insurance policies you have before paying for additional protection. If you are unsure, call your insurance agent.

The mover may charge you for the level of protection and the value you place on your goods. Actual cash value protection covers the depreciated value of your goods and is determined by such things as the cost of the item new, its age, its condition when received by the mover, and the value you declare. Full value protection usually costs more since it will cover the replacement cost of any lost or damaged item. The mover may opt to replace, reimburse or repair the damaged item, according to the protection level you choose. Remember to declare items of extraordinary value. If you fail to do this, the mover may not be liable for the full value of those items regardless of the level of protection you choose. In addition, your goods are protected while they are stored-in-transit at your request, and your mover may charge an additional valuation rate for that service. However, if the storage-in-transit is undertaken for the mover's convenience, you will not be charged for this additional protection.

The Agreement includes a section entitled "Consumer Protections and/or Waivers" on which you must declare the value of your shipment and choose a level of protection. If you fail to do so, your goods will be automatically protected for actual cash value up to $20,000. You may be charged for this protection, at the rate for each $100 (or fraction thereof) of declared value, as stated on the Agreement. If no valuation charge is stated, the rate is $0 (zero) per $100 of declared value. Your protection level choices are explained below.

a. Basic Coverage at 60 cents per pound per article ensures recovery at 60 cents multiplied by the weight of the item or the carton it's packed in. Thus, if an item weighing 20 pounds is lost or damaged, you can recover $12.00 for that item (60 cents x 20 pounds). This is very minimal protection and your goods are probably worth considerably more. This protection is included in the mover's rate.

b. Actual Cash Value protection ensures recovery at the actual cash value (i.e., fair market value of your lost or damaged item(s)), up to the total value you declare. The mover may charge for actual cash value protection and will state the rate on the Agreement.

c. Full Value protection ensures recovery at the full value (i.e., replacement value) of your lost or damaged item(s), up to the total value you declare. The mover may offer deductibles in combination with full value protection. You are responsible for deductibles unless an item is lost by the mover; refer to section

ITEM 470 (Continued)
IMPORTANT INFORMATION FOR PERSONS MOVING
HOUSEHOLD GOODS (within California)

on Limitations on the Mover's Liability. The mover may charge for full value protection and will state the rate on the Agreement.

LIABILITY FOR VALUABLES

Items of extraordinary value, such as antiques, art objects, gold or silver articles, etc., should be separately described on the inventory and a value declared for each. Be sure to list the items by description and value on the shipping document. It's best not to ship money, jewelry, important papers or other valuable personal articles. Keep such items out of the reach of others and take them with you.

LIMITATION ON THE MOVER'S LIABILITY

The mover is not liable in a claim for loss or damage to articles in the following situations:

a. change in condition or flavor of perishables;
b. loss or damage caused by the shipper, including improper packing;
c. defect or inherent vice of the article, such as susceptibility to atmospheric changes;
d. insects, moths, vermin, ordinary wear and tear, or gradual deterioration;
e. mechanical or electrical derangement of musical instruments, electronic components or appliances, if there is no sign of exterior damage;
f. loss or damage caused as a result of any strike, lockout, labor disturbance, riot, civil commotion, or any act of any person or persons taking part in any such occurrence or disorder;
g. hostile or warlike action in time of peace or war;
h. breakage caused by normal handling of china, glassware, bric-a-brac, or other similar items, unless packed by the mover;
i. liability of mover for loss or damage shall be subject to your compliance with the rules for filing claims.

For more information regarding limitations on the mover's liability, please see the PUC General Order 136-C, which you may get from the Bureau of Household Goods and Services.

IF YOU HAVE LOSS OR DAMAGE

If your goods are lost or damaged, be sure you describe such loss and damage by making notations on the mover's shipping order or freight bill. If the driver refuses, you should report this fact and the condition of the articles in writing to the home office of the mover. Neither of these actions constitute filing a claim, but are made to support a claim to be filed later, as described below.

ITEM 470 (Continued)
IMPORTANT INFORMATION FOR PERSONS MOVING
HOUSEHOLD GOODS (within California)

If you intend to file a claim for loss or damage to your goods, be aware that one of the required documents in support of your claim is a copy of the paid freight bill. This means that before you may file a claim with the mover for loss of or damage to your goods, you must pay the mover for all charges due for transportation services. This is because the handling and settlement of a loss or damage claim is a matter separate from the performance of and payment for the transportation service itself. If you do not pay the transportation charges, the mover may not honor your claim.

HOW TO FILE A CLAIM

To file a claim, you must:

1. Write the home office of the mover and describe the loss or damage;
2. List separately the lost or damaged items;
3. Note the exact amount you are claiming for each lost or damaged item; and
4. Give the date of your move, the origin and destination and the mover's order number.

If the damage is to packed items, you should retain the box, its contents and the packing materials. This is especially important if you did the packing since you will have to show that bad packing was not the cause of the damage.

Providing copies of documents such as store receipts for the lost or damaged items and professional estimates for repair will speed the processing of your claim.

You should also retain copies of all correspondence with the moving company. In addition, all correspondence addressed to the moving company should be sent by Registered Mail, return receipt requested, to evidence receipt of your claim by the mover.

Your claim must be filed in writing, within nine (9) months after delivery of the goods or within nine (9) months after a reasonable time for delivery has elapsed. Specific rules are set forth in Maximum Rate Tariff 4. The mover is required to acknowledge claims in writing within 30 days and must pay, decline to pay or make a firm compromise settlement within 60 days of receipt of your claim. If some reason beyond the mover's control delays action for a longer time, the mover is required to notify you in writing within 60 days of receipt of your claim as to its status and the reason for delay (with copy to the Bureau) and again every 30 days thereafter until final action is taken. If the mover fails to respond to your claim within the time limits and in the manner described in this paragraph, you should contact the Bureau immediately at (833) 488-2327. (See Maximum Rate Tariff 4, Item 92, for more information on filing claims.)

ITEM 470 (Continued)
IMPORTANT INFORMATION FOR PERSONS MOVING HOUSEHOLD GOODS (within California)

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.

If both you and the mover consent, the claim may be submitted to an impartial arbitrator for resolution. You may also commence a suit in small claims court or other court of law. If arbitration or civil action result in a decision in your favor and the mover fails to comply, contact the Bureau.

IF YOUR NEW HOME IS NOT READY

If you cannot move into your new home or apartment immediately, you may wish to have your goods moved from your present residence and held in storage for later delivery. For a storage period of 90 days or less, you can request Storage-in-Transit. Separate charges will be assessed for the transportation to your new residence. Storage and handling charges will be assessed for this service and it will be covered by the terms and conditions of your Agreement with the moving company.

If you do not request Storage-in-Transit, or if your storage period exceeds 90 days, your goods will be subject to rates, terms, and conditions set by the local warehouse. **The service will be under separate contract with the warehouseman and <u>not</u> regulated by the Bureau.**

PAYING FOR YOUR MOVE

Most movers insist that you pay in cash, by money order, or certified check; however, you may arrange in advance for the mover to extend you credit. If the mover will accept payment by credit card or personal check, be sure this arrangement is noted on the Agreement.

A mover holding a valid permit from the Bureau has a lien on your goods to secure payment of the moving charges you agreed to in writing before the move began plus the charge for any additional services you requested on a bona fide Change Order For Services (the lien does not apply to food, medicine, medical devices, items used to treat or assist an individual with a disability, or items used for the care of a minor child). Once you pay these authorized charges, the lien is extinguished and the mover must release all of your goods. If the driver requires payment greater than the authorized charges, you should contact the mover about what may be an overcharge. If the matter cannot be resolved to your satisfaction, call the Bureau for assistance at (833) 488-2327.

ITEM 470 (Concluded)
IMPORTANT INFORMATION FOR PERSONS MOVING
HOUSEHOLD GOODS (within California)

IMPORTANT INFORMATION FOR SHIPPERS REGARDING
HAZARDOUS MATERIALS

HAZARDOUS MATERIAS, AS DEFINED BY THE U.S. SECRETARY OF TRANSPORTATION, ARE NOT ACCEPTED FOR SHIPPING.

SOME OF THE MATERIALS MOST COMMON TO HOUSEHOLD USE ARE INDICATED BELOW:

A. COMPUSTIBLE LIQUIDS:	ALCOHOL (RUBBING) LUBRICANTS (MOTOR OILS) ANTI-FREEZE COMPOUNDS
B. CORROSIVES:	ACIDS DRAIN CLEANER PHOTOGRAPHIC ACIDS USED IN DEVELOPING FILM BLEACH BATTERIES (WET OR DRY) WATER PURIFYING AGENTS USED IN SWIMMING POOLS
C. EXPLOSIVES:	FIREWORKS SMALL ARMS AMMUNITION FLASH BULBS
D. FLAMMABLES:	LIGHTER FLUID MATCHES WOOD OIL STAINS PETROL-CHEMICAL BASED GARDEN SPRAYS PAINT OR VARNISH PAINT OR VARNISH REMOVERS BUTANE/ PROPANE/ GASOLINE (GARDEN EQUIPMENT) SIGNAL FLARES CHARCOAL BRIQUETTES
E. COMPRESSED GASSES:	AEROSOL CANS FIRE EXTINGUISHERS SCUBA DIVING TANKS

PLEASE CONTACT YOUR MOVER IF YOU HAVE ANY QUESTIONS ABOUT THE ABOVE ITEMS.