

**Title Sheet
All My Sons of Hartford, LLC
Tariff No. 1**

This tariff contains the description, regulations, and rates applicable to the furnishing of services and facilities for household goods services provided by All My Sons of Hartford, LLC with principal offices at 40 Airport Rd., Hartford, CT 06114. This tariff is on file with the Commonwealth of Massachusetts Department of Public Utilities, and copies may be inspected during normal business hours at the Company's principal place of business. The Company's telephone numbers are 860-850-2654 and 469-461-5000.

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Item 1 Application of Rates

Rates in this tariff apply on goods moving between points within Massachusetts.

Item 2 Definition of Terms

“Personal Household Goods and Effects”, means new or used personal effects and property normally used in a residential dwelling.

“Commercial Household Goods”, means furniture, fixtures, equipment and property of stores, offices, museums, institutions, hospitals, or commercial establishments; articles also include objects of art, displays, and exhibits, which, because of their unusual nature and / or value, require specialized vehicles, handling equipment and labor utilized in the moving of household goods.

“Pickup”, means calling for, loading and / or receiving goods and issuing a receipt for such at shipper's residence or place of business directly accessible to carrier's vehicle.

“Delivery” means unloading or transferring the goods and obtaining a receipt for the goods at consignee's residence or place of business directly accessible to carrier's vehicle.

“Warehouse Pickup or Delivery”, means loading or unloading at only doors, platforms or other points convenient or directly accessible to the carrier's vehicle.

“Linehaul”, means the service of traveling between pickup point and delivery point.

“Unit” is a man (mover) and/or truck.

“Fuel Surcharge” means 10% of the total charges (labor travel and materials) will be added to each bill.

Item 3 Limitations and Restrictions

The obligation to accept articles for shipment shall be subject to the capacity and availability of appropriate type of vehicle; restrictions of streets, highways, bridges or other structural impairments; and to the requirements of laws, ordinances, or regulations.

Rates do not provide for protection from cold or heat, nor is carrier obligated to provide heated or refrigerated service, except as may be provided for in this tariff.

Except as may be provided, nothing in this tariff shall require a carrier to perform pickup, linehaul or delivery service between the hours of 5:00 PM and 7:00 AM; nor on Saturday, Sunday, New Year's Day, Presidents Day, Good Friday, MA Independence Day, Memorial Day, Independence Day, Victory Day, Labor Day, Columbus Day, Election Day, Thanksgiving, or Christmas as may be observed on such various days as are appointed by the Governor or state government of MA, or the president or congress of the US.

Item 4 Prepayment or Guarantee of Charges

Carrier can require a written guarantee of the total charges, or the prepayment of charges at pickup, or payment in full at time of delivery. Carrier must inform shipper prior to pickup of the terms of payment and the required method of payment, viz; Cash, credit, or debit card.

Nothing herein shall limit the right of the carrier or its agent, prior to or at time of shipment, to require the payment in full or in part, or a written guarantee of the total applicable legal charges.

Carrier has the right to retain possession of any property transported by it, or to place the property in storage at the expense of the shipper, until all charges have been paid in cash, money order or certified check.

Item 5 Bill of Lading

When property is transported subject to this tariff, carrier must issue a Bill of Lading, with a "Truth in Coverage" Statement Attached, to the shipper of the goods and shall be liable to shipper for any loss or damage to the property caused by carrier. The Bill of Lading used must conform in content and format to that appended to the Rules and Regulations Governing Transportation Provided by Motor Carriers of Property. No contract, receipt, rule, regulation, limitation, or notation whatsoever shall exempt the carrier from liability, except by Released Rates, dependent upon value, agreed upon by shipper and approved and authorized by the MADPU.

The entire agreement between the parties is contained in this tariff, the Rules and Regulations of the Department of Public Utilities, the Laws of the State of Massachusetts, and the Bill of Lading Terms and Conditions (see Item 600) and attached Shipper Declaration of Value & Coverage (see Item 700).

a. Upon completion of services at destination, the Bill of Lading will be completed, and shall contain all charges for transportation based on actual time consumed for each vehicle with driver, helpers, packers, packaging and packing materials, and such other charges as may be applicable under the rules, rates and charges contained in this tariff.

b. In the spaces provided in Section 3 of the Bill of Lading, the carrier must record the "Start Time:" the hour and minute the carrier started, "End Time:" the hour and minute the carrier completed the job, and "Lunch Time:" the hours and minutes spent for meals and downtime.

(See Items numbered 9, 10, and 11)

Item 6 Shipper's Choice of Loss Coverage Required

The following conditions must be met prior to loading the shipment for relocation:

Only one coverage must be selected on the Shipper Declaration of Value & Coverage (see Item 700) and options cannot overlap:

Option 1: Standard Liability

This no cost basic option is included with your move. Any items damaged during the move will be compensated at a maximum of sixty cents (\$0.60) per pound per article.

Option 2: AMS Protection Plan

A Popular Option: At the Carrier's election, any item or items damaged while in the mover's custody will either be repaired, replaced or shipper will be offered a cash settlement for an amount not to exceed the items depreciated replacement amount. This option does not cover "High Valued" items that exceed \$100.00 per pound.

Option 3: Full Replacement Value "Insurance"

(Third-party coverage): This Premium (3rd-Party) insured option carries a deductible and offers full replacement cost for items damaged or lost based on the value you declare. This coverage is secured by you and paid directly to movinginsurance.com. If you placed a policy and selected this option, Carrier will be liable for standard liability. www.movinginsurance.com/AllMySons.asp

High Value or Extraordinary Value Items: Defined as any item or set that exceeds \$2,000 in value and or \$100 per pound. Items must be identified in writing by Shipper to Carrier prior to move and Carriers liability is limited Valuation selected by Shipper.

If the shipper or its agent does not choose one of the two coverage options or third party option, the default coverage will be standard valuation.

Item 7 Restriction of Articles

Carrier will not accept any Hazardous Materials. Any party concealing such material shall be liable and shall indemnify the carrier against all loss caused by the shipping of such goods.

Carrier will not accept any article that is liable to damage equipment and/or property.

Carrier will not be liable for loss or damage of Articles of Extraordinary Value; or an Item or Set valued at \$2,000.00 or more in its possession without its knowledge. An agreement can be made to carry such goods, as provided for in the bill of lading. Each Article or Item or Set, with its value, must be listed on the bill of lading or on an inventory list.

Carrier will not accept articles, which cannot be taken from or placed into a building without damage to the article and/or building; except with a written release from owner, shipper, consignee, or their agent acknowledging and assuming responsibility for such damage to article and/or building. This release excludes any damage to the article and/or building caused by negligence of the carrier.

Carrier will not accept articles manufactured from particleboard, unless article is disassembled and knocked down flat by owner for the move; or with a written release from owner assuming responsibility for damage, other than damage caused by negligence of the carrier.

Carrier will not be liable for loss or damage for any article or item, or building or grounds, other than damage caused by negligence of the carrier, or be in violation of any rule or regulation or the Dept. of Public Utilities if a waiver releasing the carrier, approved by and not prohibited by the Dept. of Public Utilities, and also provided that shipper agrees to and signs such waiver releasing the carrier.

Item 8 Inspection and Repackaging

Carrier has right to inspect contents of packages to determine the character and condition of the property being moved.

Furniture or fragile articles, packed by shipper, must be properly supported, and cushioned and the container must be marked as to the fragile nature of the contents.

Carrier has the right to refuse articles that are improperly packed and are susceptible to damage. At the request of the shipper or agent, carrier will properly repackage at charges shown in this tariff.

Item 9 Computation of Time

Time of service shall be computed from the time the vehicle reports at point of origin until delivery has been completed at destination, plus traveling time from terminal and return thereto, less time spent for meals and downtime (see Item 5 (b) and item 11).

Item 10 Disposition of Fractions

Unless otherwise provided in this tariff, to dispose of fractions in computing a rate or charge, omit fractions of less than one-half ($1/2$) of one cent, or increase to the next whole figure those fractions which are equal to or more than one-half ($1/2$) cent.

Item 11 Hourly Rates, Method of Computation

Charges based on time shall be computed by multiplying the hourly rate by the time-period involved. Fractions of an hour shall be disposed of as follows:

- a. Where the time involved is less than 15 minutes, the charge shall be for one-quarter of an hour;
- b. When in excess of 15 minutes but not more than 30 minutes, the charge shall be for one-half hour;
- c. When in excess of 30 minutes but not more than 45 minutes, the charge shall be for three-quarters of an hour;
- d. When in excess of 45 minutes but not more than 60 minutes, the charge shall be for one hour.

Item 12 Advancement of Charges

Carrier may advance charges only at the owner's request for services necessary to facilitate the movement of goods; viz, appliances removal and / or installation; or any other circumstance requiring special equipment, skills or licensing. When carrier engages the third party at the request of and as agent of the owner, carrier will not be liable for third party activities or conduct, amount of charges, nor for the quality or quantity of services. The advance charges will be in addition to tariff charges and will be supported by third party invoices.

Item 13 Vehicle with Driver Required

Carrier shall not supply a vehicle without a properly licensed and qualified driver.

Item 14 Perishable Foods

Carrier shall not accept for shipment any frozen foods or any other articles requiring refrigeration, nor be liable for any loss if in its possession without its knowledge.

Item 15 Disassembling and Reassembling

Transportation charges do not include the cost of removing any outdoor articles embedded in the ground or secured to a building, nor the assembling or disassembling of any indoor or outdoor articles. Charges for this service are listed in Item 500 of this tariff.

Item 16 Waiting or Delay Time

Rates and charges for waiting or delay time shall be as shown in Section 500 of this tariff. Charges apply to vehicle and crew and shall apply when vehicle is held for the convenience of the shipper and / or consignee, through no fault or neglect of the carrier or its agent.

Item 17 Furnishing Helpers

Carrier will furnish the number of helpers necessary to properly handle the shipment, which is to be transported.

On request of the shipper, the carrier will furnish additional helpers at the applicable rates for helpers. The charge will be in addition to all other applicable charges. Charges for this service are shown in Item 500 of this tariff.

Item 18 Hoisting and / or Lowering of Articles

Hoisting or lowering services will be performed at points only where the carrier has equipment and qualified personnel necessary to perform such a service, weather conditions permitting. Otherwise, upon request of the shipper, or owner of the goods, the carrier, as agent of and for and on behalf of the shipper or owner, will attempt to arrange for service, at the expense and risk of the shipper or owner of the goods. In such instances the carrier shall not be responsible for damage or loss of the shipment or property when in possession of the third party.

Item 19 Piano or Organ Handling Charge

An additional charge of one (1) hour, at the prevailing rate of the move will be assessed in addition to all other charges for the movement of a piano or organ, other than portable or toy articles.

Item 20 Toll Charges

Where delivery of any commodity covered by this tariff must be made by use of a toll bridge or ferry, the actual cost (prevailing charges) will be added to all other charges. In addition to the charge to be collected on the loaded movements, the same charges will also apply on the return of the carrier's vehicle.

Item 21 Cross Reference to Charges, Items, Notes or Rules

Where reference is made in this tariff to charges, items, notes or rules, such reference will also embrace any revision of successive issues of such charges, items, notes or rules.

RULES GOVERNING FILING OF CLAIMS OR SUITS

Item 300 Loss, Damage or Overcharge Claims

NOTE: Notations of loss, damage or overcharge made at the time of delivery on the Bill of Lading, or delivery receipt DO NOT constitute the filing of a claim.

Any claim for damage, loss or overcharge shall be filed with the carrier in writing by the claimant; and shall be accompanied by the paid original bill to the carrier. In lieu thereof, carrier may require certified or sworn statement of claim.

Carrier must be notified of all damage, especially concealed damage and must be allowed to inspect the damaged property, the package, and the packaging material.

Carrier's liability for sets or matched articles shall be limited to repair or replacement of the lost or damaged item, only if Depreciated Value is chosen. Sets and articles valued over \$2,000. must be listed, and the amount be included in Total Declared Value.

Carrier's liability shall not exceed cost of repairing or replacement of lost or damaged article with like kind and quality, not to exceed the depreciated value of the article. In no event shall the carrier's liability be greater than \$.60 per pound per article, if Released Value is declared on the Bill of Lading. It is carrier's option to pay, repaired or replaced.

Loss or Damage: Claims for loss and / or damage must be filed with the carrier, in writing, within nine months after delivery of the property, or in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed; and, suits shall be instituted against the carrier only within two years and one day from the day when notice, in writing, is given by the carrier to the claimant, that the carrier has disallowed the claim, or any part or parts thereof, specified in the notice. When a claim is not filed or suit is not instituted, then in accordance with the foregoing provisions the carrier shall not be liable, and such claims or suits shall not be paid.

Overcharge: Claims for overcharge payments must be filed with the carrier, in writing, within two years after delivery of the property; and suits shall be instituted against carrier within two years and one day from the day when notice, in writing, is given by the carrier to the claimant that the carrier has disallowed the claim. When claims are not filed or suits are not instituted, then in accordance with the foregoing provisions, carrier shall not be liable and such claims or suits shall not be paid.

Carrier's Acknowledgement of Claim: When a claim is filed, the carrier shall acknowledge receipt of the claim, in writing to the claimant, and within thirty (30) days after the date of its receipt by the carrier unless the carrier shall have paid or declined such claim in writing. The carrier shall also indicate in its acknowledgement if any additional documentary evidence or other pertinent information

may be required to further process the claim.

Carrier shall pay, decline, or make a firm compromise settlement offer in writing to the claimant within 120 days after receipt of the claim.

ACCESSORIAL SERVICES

Charges for materials and the accessorial services shown in this Section shall be in addition to all other rates and charges named in this tariff.

Item 400 Materials, Delivery, Packing and Unpacking of Containers

At the request of the shipper, the carrier will deliver containers to such shipper; the delivery charge shall be at rates for Vehicle with Driver, for one (1) hour as shown in Item 500.

Charges for packing or unpacking of containers at the request of shipper or consignee will be assessed at appropriate rates as shown in Items 500, as may be amended.

At the request of the shipper overtime-packing of containers will be performed by the carrier; a charge shall be assessed at appropriate rates as shown in Item 500, as may be amended, for labor plus.

Item 401 Inventory

The Carrier is responsible for the delivery of the number of packages and description of packages being transported as it appears on the bill of lading or inventory list and must be signed by both the carrier and the shipper.

Item 405 Accessorial Labor Charges

The charge named in this Item shall cover all accessorial services for which no charges are otherwise provided in this tariff. Such charge shall be in addition to all other charges accruing on any involved shipment.

The charge will apply only when such unnamed service is requested by the shipper and / or consignee.

The charge per man furnished, shall be equal to the total number of hours consumed, plus traveling time from terminal and return thereto, (less mealtimes) multiplied by the applicable hourly rate applicable to helper-per-man as provided in Items 500, as may be amended, and as may be the case, of this tariff (see Item 11).

Item 500 Rates and Charges

Rates are in Dollars and Cents Per Hour for Vehicle with Driver and / or Helper and / or Supervisor. (See Items 9, 10 and 11)

For Personal Household Goods and Effects:

September 16th – April 14th Non-Peak Rates

Monday thru Thursday rates are; with a minimum charge of two (2) hours plus travel

| | |
|-----------------------------|----------|
| One truck and two (2) men | \$129.00 |
| One truck and three (3) men | \$169.00 |
| One truck and four (4) men | \$209.00 |

| | |
|-----------------|---------|
| Additional Unit | \$50.00 |
|-----------------|---------|

Friday thru Sunday rates are; with a minimum charge of two (2) hours plus travel

| | |
|-----------------------------|----------|
| One truck and two (2) men | \$139.00 |
| One truck and three (3) men | \$179.00 |
| One truck and four (4) men | \$229.00 |

| | |
|-----------------|---------|
| Additional Unit | \$50.00 |
|-----------------|---------|

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

A fuel surcharge of 10% of the total charges will be added.

April 15th – September 15th Peak Rates

Monday thru Thursday rates are; with a minimum charge of two (2) hours plus travel

| | |
|-----------------------------|----------|
| One truck and two (2) men | \$139.00 |
| One truck and three (3) men | \$179.00 |
| One truck and four (4) men | \$229.00 |

| | |
|-----------------|---------|
| Additional Unit | \$50.00 |
|-----------------|---------|

Friday thru Sunday rates are; with a minimum charge of two (2) hours plus travel

| | |
|-----------------------------|----------|
| One truck and two (2) men | \$149.00 |
| One truck and three (3) men | \$189.00 |
| One truck and four (4) men | \$239.00 |

| | |
|-----------------|---------|
| Additional Unit | \$50.00 |
|-----------------|---------|

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

A fuel surcharge of 10% of the total charges will be added.

There will be a two (2) hour minimum + one (1) hour travel for any move within 25 miles from our warehouse to customer origin. Anything over 25 miles will be charged time for portal to portal, from our warehouse to customer addresses, and back to our warehouse.

Wait time not caused by the carrier will be charged at the applicable hourly rate.

Packing Material:

| | | | |
|-----------------------|---------|--------------------------|----------|
| Carton 1.5 cu. ft. | \$5.95 | Shrink-wrap (Full Roll) | \$50.00 |
| Carton 3 cu. ft. | \$7.95 | Bubble Wrap (Full Roll) | \$100.00 |
| Carton 4.5 cu. ft. | \$8.95 | Newsprint (25lbs.) | \$50.00 |
| Dish pack | \$18.00 | Paper Pad | \$4.50 |
| Wardrobe | \$20.00 | Tape (per roll) | \$4.95 |
| Mirror Carton (4 pcs) | \$20.00 | Carpet Shield (per roll) | \$200.00 |
| Mattress Bags | \$20.00 | Moving Pad (per pad) | \$100.00 |

Item 501 Additional Valuation Coverage Charge.

Premium Option FVP: \$35.00 per \$1,000 of valuation selected (Example: \$10,000 in FVP = \$350.00 premium)

Item 600 TERMS AND CONDITIONS OF CONTRACT

This contract is subject to all rules, regulations, rates, and charges in its Tariff on file with the Massachusetts Department of Public Utilities (MADPU) including, but not limited to, the following terms and conditions:

SECTION 1: LIMITATION OF LIABILITY - 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) AMS Protection Plan valuation 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: LIMITATION OF LIABILITY - 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: CUSTOMER (SHIPPER) LIABILITY CHARGES - 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, the 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: DELIVERY - 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: DELIVERY - 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: CLAIMS - As a condition precedent to recovery, a claim for any loss or damage, injury or delay, must be filed in writing with carrier within ninety (90) days after delivery to consignee as shown on face hereof, or in case of failure to make delivery, then within ninety (90) 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.

SECTION 7: OVERTIME CHARGES - Overtime charges can be assessed on any shipper requested service beyond regular hours. Delivery will be tendered during regular hours of service unless agreed otherwise by carrier and shipper.

SECTION 8: ITEMS LEFT BEHIND - Carrier cannot be held responsible for items left at residence after loading. It is your responsibility to make sure nothing is left behind. Please make sure you check closets, cabinets, drawers, attics, neighbor's residence, basement, and outside areas prior to departure.

SECTION 9:NON-TRANSPORT ITEMS - Carrier advises you, the shipper, we will not transport any alcohol/liquor, firearms, ammunition, anything flammable and/or combustible, or anything else listed on page 2 in accordance with applicable laws and to prevent damage to all property. Failure to make carrier aware that these items are included in said

Shipment can result in the denial of a claim.

SECTION 10: APPLIANCES, ELECTRONICS & FIXTURES: Carrier advises you the shipper to disconnect and reconnect any and all of your appliances, fixtures and or electronics. The carrier is not aware, nor will it warrant the mechanical operating condition of these items. To protect your belongings and property, we require you to disconnect and reconnect all appliances & electronics. In the event you request a Carriers employee to assist with any disconnection, connection, or reconnection, you hereby assume any and all liability as related to such without limitations and including any ancillary potential damages. Shipper further releases Carrier and all its personnel/affiliates, from any liability, claims and or damages whether indirect, special, incidental, consequential, (including loss of profits or business) and or punitive, foreseeable, or unforeseeable.

SECTION 11: PACKING BY OWNER "PBO" - Carrier requires all glass, lamps, anything fragile or breakable, etc. To be properly packed in a container and contents noted/marked prior to being loaded. Carrier will provide packing services for any items required at an additional cost of labor and materials. This is required prior to loading. Carrier will not be liable for any damages occurring on "PBO" cartons, unless specific exterior damages are noted, and inspection takes place with the carrier's representative at the time of delivery.

SECTION 12: LABOR ONLY AND 3RD PARTY STORAGE - In the event carrier loads or delivers your goods into any 3rd party, storage unit, mobile type storage container or any foreign vehicle or rental truck (not under Carrier's full control), the carrier's liability will end as soon as the goods are loaded or delivered into that 3rd party, public space or vehicle. Any damages caused by carrier must be disclosed to carrier by shipper at that time in writing prior to move completion and Carriers departure. Carrier's liability does not include any pre-existing damage that occurred during foreign transit or previous carrier's handling. In all situations discussed carrier's liability for any piece of furniture or carrier packed box is sixty cents (\$ 0.60) per pound per article. The carrier cannot offer additional valuation or additional 3rd party insurance for any of the situations listed in this paragraph.

SECTION 13: ARBITRATION - Subject to applicable law, any claim or dispute between you and Carrier arising from or in connection with the transportation of your goods (a "dispute") in Massachusetts intrastate commerce whether under federal, state, or local law, including any violation of any applicable law or regulation, shall be resolved by mandatory arbitration in Dallas county, Texas in accordance with the then effective administrative rules for arbitration of the transportation ADR council (PO box 15122, Lenexa, Kansas 66285-5122; 913-895-4615) and the federal arbitration act (Ch. 1 of title 9 of the U.S. Code). If the federal arbitration act is determined by the arbitrator(s) not to be applicable to any dispute, then such dispute shall be resolved by arbitration in Dallas county, Texas in accordance with the then effective administrative rules for arbitration of the transportation ADR council and the Texas General Arbitration Act (Texas civil practice & remedies code sections 171.001, et seq.). You agree that you are required to resolve any dispute you have with carrier on an individual basis pursuant to arbitration as provided in this paragraph. This means you may not bring any class, collective, or representative action against carrier, and you may not participate in or recover any damages under any future class, collective, consolidated, or representative action brought against carrier by a third party. The only circumstances in which you and the carrier may initiate judicial proceedings arising out of the transportation of your goods in Massachusetts intrastate commerce are to (i) enforce your respective rights to arbitrate as provided for in this paragraph; and/or (ii) obtain injunctive relief in connection with a breach of the provisions of this paragraph. In any judicial proceeding to enforce arbitration as provided in this paragraph, the only issues to be determined will be the existence of an agreement to arbitrate and the failure of you and/or the carrier to comply with this paragraph, and those issues will be determined summarily by the court without a jury. You and the carrier understand and acknowledge that (1) arbitration is final and binding on both you and the carrier (except in very limited circumstances provided in the applicable arbitration rules) ; (2) you and the carrier are waiving the right to seek remedies in court, including the right to a judge or jury trial; (3) discovery in arbitration proceedings is generally more limited than, and different from, discovery permitted in court proceedings; (4) the arbitrator's(s') award is not required to include findings of fact or legal reasoning; and (5) your and the carrier's right to appeal or to seek modification of the rulings or awards of the arbitrator(s) is strictly limited. The arbitrator(s) will make its (their) award in writing and will include the rationale for the decision. The award shall include an amount awarded to the prevailing party for reasonable attorneys' fees, expenses, the arbitration filing fee, and the fees and expenses of the arbitrator(s). Any award entered into by the arbitrator(s) will be final and binding upon you and carrier, non-appealable by you and carrier, and judgment may be entered thereon in accordance with applicable law in any court of competent jurisdiction. Except to the extent a party's damages constitute amounts required to be paid to a third-party, the arbitrator's(s') award shall not include (i) non-economic, exemplary or punitive damages, (ii) any damages not reasonably foreseeable as a probable result of the action or event giving rise to the damages, (iii) any damages based on any special circumstances of the damaged party (whether known or unknown to the other party), or (iv) damages not allowable in a breach of contract action.

