

Beyond Moving Inc, Simplified Office (508) 233-3834 Mobile (508) 631-4433



PAID

JUN 1 4 2018

Commonwealth of Massachusett Department of Public Utilities

# Table of Contents

- 1.0 Basic Agreement
- 2.0 Packing and Dis-Assembly
- 3.0 Intra-state Moving Rates
- 4.0 Inter-state Moving Rates
- 5.0 Storage
- 6.0 Insurance & Liability
- 7.0 Account Management
- 8.0 Important Documents

# 1.0 Basic Agreement & Disclosures

Beyond Moving Inc is a private carrier of common household and office/commercial goods and may be referred to as the "carrier" in any and all documentation issued by Beyond Moving Inc. Beyond Moving Inc has no van-line affiliations. Beyond Moving Inc maintains the right to utilize agents to fulfill shipments or portions of shipments whether intra-state or inter-state. Any client or customer of Beyond Moving Inc that will be shipping goods through utilization of the services provided by Beyond Moving Inc may be referred to as the "shipper" in any and all documentation by Beyond Moving Inc.

Main office of operation:

751 Council Oak Way, Dighton Ma 02715

Main garaging physical address:

1974 County St, Dighton Ma 02715

The shipper inherently agrees to the terms and conditions found in this document. This document is written in simple language and should be easy to understand. Please note that by committing to a residential or commercial move, the carrier will bring the move to completion at the full rates and expenses to the shipper found within this document (or otherwise amended in writing) regardless of any previous estimates.

#### 1.1 Estimates

Beyond Moving Inc. may provide in-home or over-the-phone estimates based upon inventory and/or inspection of goods to be moved. The goal of estimators is to gather the following information to the best of their ability.

- A. Shipment Origin: This will be the address at which carrier moving crews will pick up the goods.
- B. Shipment Destination: This will be the address at which our moving crews will make delivery. Please note that if this address is undetermined at the time of your meeting it could effect on the final cost. Things to look out for are parking truck restrictions, stairs, elevators, long walk requirements, etc.
- C. Logistics and Time constraints: Shipper should notify carrier of any real estate closing dates and times as these may force increase labor or time upon the carrier for which costs will be deferred to the shipper.

- D. Shipment Volume/Weight/Time: The estimator will provide truck space requirements and/or estimated weight, or time of total shipment based upon the visual inspection and inventory of goods to be shipped. Please note that weight, volume, or time is opinion only. Second or third estimates are not discouraged.
- E. Labor Requirements: Labor requirements are calculated based on estimated shipment volume, weight and time. Please note that if estimated shipment volume and weight are off, final bill may likely differ greatly from total estimated cost. Please note that shipper must pay for actual services rendered. Cost increases are not always because estimated shipment/weight estimated time are off.
- F. Associated Rates: Estimator should disclose any associated rates that govern the shipment. This should either be in the fine print on any estimated documentation, or estimator may notate amendments to guaranteed rates. Please note that any alteration to carrier documents by shipper are prohibited and shall have no effect.
- G. Estimated Completion Costs: Authorized estimator or manager of carrier may offer estimated shipment costs in association with estimated volume/weight or time, labor averages and guaranteed rates. Please note that shipper is responsible for actual services rendered despite any previous written or verbal estimates.

#### 1.2 Free or Discounted boxes:

Carrier advertises free or discounted boxes on various online and marketing materials.

## 1.3 Relationship between carrier and shipper:

The carrier serves the shipper as a means of transport between any given origin and destination address. The shipper in this relationship is the financially obligated entity for the shipment and agrees to pay any applicable tariff charges in association with any shipment between any origin and destination. Any other expenses such as materials, permits, ferry fees, parking tickets, tolls or any expense incurred as a result of the shipment is at the sole expense and liability of the shipper.

Carrier expects shipper to be aware of local laws pertaining to the shipment of household or commercial goods and must notify or obtain any necessary permits the carrier may require to operate at the origin and/or the destination.

Once Shipment is commenced, the shipper authorizes carrier to take any necessary means to complete shipment in association with the terms of this document. Carrier commits to complete work as efficiently as possible. Shipper agrees to pay applicable charges in association with this document. Shipper understands unexpected situations may arise and will not hold the carrier liable for any actual expenses incurred to complete an operation.

## 1.4 Deposit Requirements:

The carrier requires a minimum deposit of \$139 or one hour of labor of total estimated move cost to hold specific move dates, moving crew, and other resources unless hauling out of state in which shipper requires 25% down. Please note this deposit is non-refundable, however may be transferable to other available move dates. The deposit should be in the form of credit card, cash, money order or bank checks. Personal checks are accepted for initial deposits. The carrier is unable to refund payments once rendered by the shipper whether in advance of actual services or at the time services are rendered.

#### 1.5 Cancelation of Services:

In the event of a cancelation, the carrier is entitled to the initial deposit placed by the shipper. Written notice should be given issued to the carrier <a href="Info@beyondmoving.com">Info@beyondmoving.com</a> that includes shippers name, address, and scheduled move date. This notice should be given no earlier than 2-3 days in advance. If the carrier dispatches the moving crew in association with a scheduled move date for which the shipper gave little to no notice, the shipper shall be liable for any and all labor for that move crew with a 4 hour minimum per day and this labor shall be charged to the shippers credit card on file as carrier cannot be liable for the labor incurred due to short notice and carrier is subjected to a loss of revenue since those resources were reserved solely for the shipper could not be diverted to a new client.

## 2.0 Packing and Dis-Assembly

In general, the carrier expects that everything will be ready to go by the shipper when the carrier moving crews arrive. Everything that can be boxed, should be boxed. Carrier cannot take loose items.

# 2.1 Packing

All packing should be done prior to the truck arriving. Everything being shipped should be off the walls and ready to go. Carrier does provide packing services and this service should be

agreed upon between the carrier and the shipper, and packers should be scheduled to come prior to moving day.

- A. Dishes, glasses, etc., should all be boxed and wrapped in packing paper.
- B. Mirrors should be boxed and or bubble-wrapped.
- C. Paintings should be boxed and or bubble-wrapped.
- D. All fragile glass pieces should be removed from furniture and boxed, or bubble wrapped.
- E. Art work should be boxed, bubble-wrapped or safely packaged for transport.
- F. Televisions should be boxed or safely packaged for transport.

If household goods are not properly prepared when our movers arrive with the truck, our movers will have no choice but to prepare them for you at no liability to the carrier as they will be unprepared and not have the proper packing materials.

Shipper should remove from home any valuables including cash, jewelry, firearms, alcohol, medications, etc., prior to the movers arriving. Shipper is solely responsible for transporting these items. Carrier is not liable in any way for the transport, damage, loss or theft of these items. Having these items in the home, or any items on the prohibited items list found in section 6.5 shall be considered negligence on the part of the shipper and shipper shall be liable for any loss, damage (shipment damage due to inclusion of prohibited items) or theft in full.

## 2.2 Dis-assembly/Re-assembly

Generally, furniture should be taken apart and ready to go. If it is not, the movers may assist you in you in dis-assembling and re-assembling furniture. Please consider this advanced warning, the carrier is not liable for damage or loss resulting from dis-assembly and re-assembly of furniture. By allowing our movers to assist in dis-assembly you inherently agree to the terms found in section 6.4 below.

## 2.3 Safes, pool tables, hot tubs, general oversized items.

Carrier may move safes with a weight of 250lbs and up. On occasion, with these types of items, carrier differs this work to a specialized safe mover. Carrier never guarantees the transport of a safe, even if inadvertently included on a pre-move inventory. A surcharge will apply.

Carrier may move pool tables. However, some pool tables can only be transported if the movers take them apart. If this is the case, a specialist must be brought in after the move to refelt and balance the table at no liability to the carrier. A surcharge may apply.

Carrier may be able to move some hot tubs. However, in general the carrier must differ this work to a specialist. Carrier shall never be liable for moving a hot tub in the event of its inadvertent inclusion on a pre-move inspection. A surcharge may apply.

Grandfather clocks may be moved. Carrier is not liable for the malfunction of a grandfather clock. Possible surcharge may apply.

Carrier may move pianos. However, on occasion the carrier differs this type of work to a specialized piano mover. Carrier never guarantees the transport of a piano and cannot be liable for any damage. A surcharge will apply.

#### 2.4 Hoists

Some items may be required to come through a window because they are too large to put through a staircase. Please note that it is a good idea to notify the carrier of this requirement prior to commencement of a move. The carrier may make last minute accommodations if we encounter this requirement during a shipment, at full expense and liability to the shipper. There is a natural risk of damage to real property or the item being hoisted and shipper is solely liable for this risk. Hoists require special equipment and three movers minimum. A surcharge will apply.

## 2.5 Material and equipment cost.

Shrink wrap \$30 roll
Book box \$2.00
Linen \$3.00
Dish Barrels \$5.60
Wardrobe Box \$15.00
Pack Paper \$30
Mattress Bags \$10.00
Tape \$5.00
Moving Blankets \$300/dozen
Piano Board use \$200

# 2.6 Mattress Bags

Please note that mattress bags are Required for shipment. Shipper should have bags for mattress and box spring when movers arrive. Carrier does not provide these items unless requested prior to the move and confirmed by a member of our staff. Any damage to a mattress or box spring moved while not protected by a mattress bag is at full expense and liability of the shipper.

## 2.7 Carrier Supplied Materials

Carrier typically provides moving blankets, two-wheelers and four-wheelers on the truck. Anything else must be requested one to two business days before your move.

## 3.0 Intra-state moving:

All services provided within the state of Massachusetts shall be based upon an hourly rate. The shipper is responsible for any and all payroll hours that the carrier incurs due to a shipment. This generally means, port to port. The main carrier port in Massachusetts is 1974 County St Dighton MA 02715.

## 3.1 Movers, Drivers, and other employees

Moving and packing rates are \$135 per hour for 2 men, each additional man \$31 per hour, port to port from 1974 County St Dighton MA 02715.

Special one Piece moves or pickups for local furniture delivery \$100/hour 2men and a truck. Each additional man \$50/hr. No minimum.

#### 3.2 Power units

Power unit is a term that applies to any straight truck (24ft or 26ft) There is a \$20 per hour fee for each straight truck on shipments.

#### 3.3 Office Personnel

The time of office personnel may be billed at \$59 per hour under rare circumstances. These charges may apply to false claims, forced labor, and/or unreasonable service requests and/or demands.

#### 3.4 Minimums and Maximums

There is a four-hour minimum per day for packing and moving services. There is a 14-hour maximum per day. If movers anticipate working longer than 14 hours port to port, then a hold over may be forced at the shipper's expense and liability.

## 3.5 Over-time, Off hours work and Summer rates.

Typical starting windows range from 8am to 9am, to 12pm to 1pm. Any shipment load-up or shipment off-load starting at a 1pm to 2pm window is considered off hours. Any holiday and weekend may be considered off hours. After an 8-hour day that may be considered off-hours. Off hours work may be billed at 1 ½ times the hourly rate for services rendered. Rates may increase to 1 ½ times from July 1st to August 15th. From August 15th through Labor Day rates may increase to 2 times.

# 3.6 Hold over charges

Cost of holding a straight truck (24ft or 26ft) is \$250 per night. A shipment split over two days versus a single day, may require approximately 50 percent more labor in addition to the hold fee for the truck. The difference is due to additional travel time, as well as an efficiency factor that same day move offers.

#### 3.7 Rental trucks

Acquisition and/or procurement of third party rental trucks will be billed at a rate of \$500 per day in addition to typical holding fees.

# 4.0 Inter-state Moving

Please note that the carrier will service any state within the continental United States. Please note that applicable hourly intra-state rates apply for load-up and offload of moving trucks.

Inter state travel shall be billed at a rate of \$5.00/mile or flat rate.

#### 4.1 Flat Rates

Carrier may offer a binding flat rate quote for inter-state moves. This will generally include load up labor, transportation cost between Massachusetts and the destination address outside of Massachusetts (within the continental US) and the offload labor.

# 4.2 Packing Services

Flat-rate quote does not include packing services which are by the hour in association with local rates found in section 3 plus associated materials found in section 2.

#### 4.3 Shuttle Service

Shipments leaving the state of Massachusetts are on a 26ft box truck. It is important to disclose any access issues at your destination point to the carrier. Some rural areas, heavy urban areas, gated communities, etc require the movers to bring a small truck to shuttle the goods back and forth from the box truck to the destination address. This service is extra and not a part of any standard or flat rate quote. Shuttle services are to be calculated by employee or agent of the carrier and is non-negotiable. Shuttle services increase labor and equipment costs of a move significantly and average appx \$1000.

# 4.4 Sub-contracting & Agent Policy

Carrier maintains the full right to contract agents for any portion of any operation deemed impractical to be performed by the staff or equipment of the carrier. The contracting of agents to fulfil certain portions of an operation is not to be considered as sub-contracting the operation as entire shipment will full under Beyond Moving Inc bill of lading for transport and carrier is solely responsible for any charges associated with use of these agents. Agents may be required for long-hauls, over flow, or offload labor in a state outside of Massachusetts.

## 4.5 Scheduling

Carrier can often guarantee a pick a pick-up date. Carrier can only offer a targeted delivery date. Due to the nature of inter-state transportation, carrier cannot guarantee delivery dates.

Many factors can effect delivery dates; weather, DOT checkpoints, break-downs, traffic, etc. Carrier cannot be liable for any expenses associated with missed delivery dates including but not limited to food, housing, etc.

# 5.0 Storage

Carrier does not have a storage location and refers all storage needs to a referred outside provided. Carrier is in no way affiliated with any storage facility. After delivery is made to the customers storage unit the carriers service is complete.

# 6.0 Insurance and Liability

Beyond Moving Inc is a licensed and insured mover. Beyond Moving Inc does not provide insurance to the shipper. In the event of an accident, carrier liability is limited to the shipper declaration of value of shipment on the bill of lading.

# 6.1 Default Valuation \$0.60/lb./item

Default shipper declaration of value is \$0.60/lb./item. This valuation is provided free of charge in any rate or estimate of services provided to shipper by carrier. By choosing this option (indicated as option A on bill of lading) the liability to the carrier is limited to \$0.60/lb/item.

Example: 50lb table x \$0.60/lb. is \$30 carrier liability.

# 6.2 Real Property Damage

When moving furniture, real property may become damaged. Floors may be scratched, rugs may be dirtied. Hinges on doors may be damaged. There may be weather related damages.

Carrier does not assume liability for real property damage as it is considered high risk due to the nature of moving. Repair of any damage incurred due to a moving operation becomes a cost of moving at sole liability to the shipper.

#### 6.3 Liability Exceptions

- A. Carrier is not liable for any lost or damaged goods and/or boxes packed by owner.
- B. Carrier is not liable for pre-wrapped furniture. Example: Accepting goods from another carrier or third-party storage.
- C. Carrier is not liable for damage incurred due to requested dis-assembly or re-assembly of goods. Carrier is not liable for hardware loss or damage. If shipper does not have furniture ready to go and chooses to have mover's services pieces, carrier is not liable for connections or damage resulting from dis-assembly or re-assembly. Our movers encounter numerous

types of furniture by countless manufacturers and are not specialists. If hardware is left up to the movers to hold onto or transport, loss is on the shipper, even in the event of alleged negligence. Even if an employee, agent or mover has assured they will keep hardware safe, it is on the shipper if this hardware gets lost.

- D. Carrier is not liable for particle board. No exceptions.
- E. Carrier is not liable for goods shipped loose.
- F. Carrier is not liable for loss, theft, or damage of prohibited items (listed below in Section 6.4). Inclusion of prohibited be found on the shipment. Carrier retains right to open and inspect any boxes/cartons packed by owner.
- G. Carrier is not liable for costs or procurement of specialists (pool table specialists, hot tub specialists, safe specialists, piano specialists, etc.) that may be required or found to be required either pre-start of move or while move is already in progress to complete shipment or part of shipment.
- H. Carrier not liable to transport any one particular item whether on any inventory report or not if movers deem transport is not possible and or dangerous/unsafe. Carrier not liable for any specialists or "other movers" brought in after move to complete transport.

items may result in fines, seizure of shipment, or damage to shipment. Carrier retains the right to eject or dispose of any items that may

- I. Carrier not liable for weather related damage. Carrier not obligated to guarantee cover or blanket-wrapping of furniture if raining and/or snowing. Shipper may request new moving date if rain or snow is in the forecast. If you choose to move in the rain or snow (or are forced due to legal real estate obligations) our movers will do their absolute best, but damage is some form or another is likely.
- J. Carrier is not liable for any real property damage (as described above in section 6.3)
- K. Carrier not liable for common moving scratches, dust, dirt, rubs, and or chips (generally due to settling of goods on truck against other pieces of furniture) These minimal types of damage are common/expected to some degree in moving and are generally quite easy for the shipper to repair and are nearly unavoidable by carrier.
- L. Carrier not liable for malfunctioning of electric equipment, a short circuit or mishandling of electronic equipment when packing can cause electronics to no longer work. All electronics should be properly packaged before moving. Carrier not liable for miss-packed goods. Carrier not liable for goods packed by shipper.
- M. Carrier not liable for malfunctions of appliances such as refrigerators, dishwashers, washing machines and dryers.

- N. Carrier not liable for disconnection and or reconnection of appliances. Movers may assist shipper in disconnection and reconnection, but carrier is not liable for any damage internally or externally that may result.
- O. Carrier not liable for any furniture that may become damaged in third party storage.
- P. Carrier is not liable for high value items such as glass, jewelry, antiques, artwork, etc. or items worth \$100/lb. or more. All jewelry, cash, medications, etc. should be removed prior to the movers arriving. We are entering your home and do not want to be liable for any loss or alleged theft. This is advanced warning to the shipper, if you leave your valuables laying about the carrier cannot be liable in any way for loss or theft. Glass should be taken from all hardware and packed prior to movers arriving. Mirrors, paintings, artwork, etc. should be properly packed prior to movers arriving. Movers will have no choice but to pack mirrors and glass for you if they are not ready when they arrive, and they will not be properly prepared to provide such services. Carrier cannot be liable for paintings, glass, mirrors, pictures that are not properly packed prior to the movers arrival.
- Q. Carrier not liable for any part of shipment in storage.

#### 6.5 Prohibited Items

Firearms, medications, hazardous materials, flammables, cash, jewelry, gas, fuel, liquids of any kind, live plants, alcohol, explosives, items of personal or sentimental value, perishable items, or any other item deemed illegal in nature.

Carrier not liable for important documents or any other item accidently placed into storage. Shipper is solely liable for labor required to find or obtain items.

#### 6.6 Claims Procedure

Shipper should do a walk-through prior to the movers leaving. Any accidents or significant damages should be written on the bill of lading in the designated area prior to the movers leaving.

Claims for shipments within the state of Massachusetts must be postmarked within 15 days. Please note that outside of this time-frame for a claim submission, employees or agents are unable to obtain a copy of your contract and will be unable to assist the shipper. A verbal report to the carrier or any agent of the carrier will be unable to obtain a copy of your contract and will be unable to assist the shipper.

All claims should be submitted via a written statement including your name, applicable shipment dates, list and description of damages with supporting photos and emailed to <a href="mailto:info@beyondmoving.com">info@beyondmoving.com</a> or mailed to

Beyond Moving Inc ATTN: Claims Department

# 1974 County St Dighton Ma 02715

Please note that once a claim is submitted by the shipper, the carrier has 30 days to acknowledge claim submission. If you do not receive acknowledgment of your claim, please contact the carrier and/or resubmit the claim.

Once claim is acknowledged, the carrier has 120 days to offer a resolution to your claim. Please note that a resolution is not always possible and will not always be financial in nature. Carrier is not obligated to refund shipment charges. Carrier liability limits apply. Carrier exceptions apply.

WARNING: DO NOT HARASS OR THREATEN EMPLOYEES OR AGENTS OF THIS CARRIER.

Please note that threats of claims, lawsuits, bad reviews, or using your position of power in association with an attempt at financial gain at the expense of the carrier is extortion and all employees and agents of this carrier are required to report such threats to management and/or governing agencies.

# 7.0 Account Management

Carrier is on a paper filing system. Any phone calls you make to employees of carrier should include your full name and address, along with a brief update on where you are in your shipment. You should indicate whether you are a prospective client or if you are a shipper with a reserved move date.

## 7.1 Binding Estimates

Please note that any in-home estimate is considered binding and is generally used in conjunction with an inter-state move by the Federal Motor Carrier Safety Administration. The primary elements of the binding estimate include

- A. Move dates
- B. Origin Address
- C. Destination Address
- D. Pre-Move Inventory

Please note that based upon the essential elements above, the carrier will set forth applicable rates and estimated completion charges. Please note the carrier shall be bound by the hourly rates and terms found on this binding estimate form and cannot change the hourly rates in association with the above elements. Please note that carrier relies on its revenue generated on binding estimates to plan its operation budget. By moving forward with a binding estimate, the shipper becomes liable in full for total estimated charges even in the event that actual hours worked by movers or services rendered come in less than anticipated.

If any essential element detailed above changes, the binding estimate is null and void. The shipper may be liable to the carrier for the total estimated amount of the binding estimate. Guaranteed rates and service fees may change for the shipper as well.

Please note that regardless of any written estimate, shippers are liable in full for actual services rendered at guaranteed rates detailed in this tariff, the pre-move inspection form, and the bill of lading.

As carrier depends on the income from its scheduled operations and this income factors into operations budgets, shipper may be held liable for the full estimated cost of a scheduled operation in the event of cancellation if the shipper does not give the carrier greater than two weeks notice.

# 7.2 Collection of Account Charges

Please note that within the state of Massachusetts, the shipper is liable for paying any service (hourly, truck, etc.), storage, material charges or any other associated fees in full prior to final release of goods regardless of any previous estimate. This means account balance is due in full before the truck arrives and/or is opened.

Please note that if delivery address is outside the state of Massachusetts, carrier may require the shipper to pay account balance in full prior to the shipment leaving Massachusetts as a certified bank check or money order and carrier may only collect 100% of the binding estimated charges.

Please note that collection charges may be estimated by the movers. Please note that service is hourly, and movers are collecting before offload, carrier reserves right to compile a final invoice of charges to be paid in full at the completion of the move.

Please note that failure to pay account charges as outlined above will result in the carrier being forced to suspend shipment and to divert shipment to storage (a third-party storage unit under the name and authority of the carrier) until account balance is paid in full. Any labor costs that the carrier incurs due to failure of the shipper to pay account balance must be billed to the shipper and any storage costs must be billed to the shipper.

The carrier accepts cash, certified bank check or money order and the shipper is expected to have said payment form ready for the movers on the day of their move in the total estimated amount of the move minus the initial deposit. The carrier does not accept personal checks.

The carrier accepts Mastercard, Discover, or Visa for final payment in certain instances. However, movers do not have credit card machines in the field. There is a 10% handling charge to call payments into main office. These handling charges are used to ensure that the carrier has office staff that may process said payments and associated fees.

Handling charges do not apply to initial deposit. Personal checks may be used for initial deposit. Please note that carrier will not service move if deposit does not clear.

Please note that all payments to the carrier are non-refundable. Shippers may pay account balances in full ahead of the move date; however, shipper must understand this payment is non-refundable as carrier will not hold funds for the shipper and they will become part of day to day operating expenses. Please note that the final charges for services rendered will be in accordance with this tariff or as otherwise specified on the bill of lading and is non-negotiable.

#### 7.3 Account Balances

Carrier does not extend credit to the shipper. Please note that carrier reserves any and all rights to collect unpaid balances and/or forward uncollected balances to a collection agency.

#### 7.4 Account Fraud & Prevention

Please note that all calls you make to the carrier may be monitored and/or recorded. Do not initially omit vital account details when communicating with agents or employees of the carrier in an attempt to defraud the carrier for financial gain.

Please note that all payments made to the carrier are non-refundable. Agents and employees of the carrier cannot refund a payment to the shipper once payment has been made. Employees and agents of carrier may be required to report suspected account fraud to management and/or governing agencies.

#### 7.5 Closed Accounts

Closed accounts may be filed away into our shipment records or disposed of. Please note that there should be no reason to pull the documents in a closed account later than thirty days after completion of a shipment as carrier requires any claims for loss of damage to be filed in writing within fifteen days of completion of shipment (or 9 months to applicable inter-state shipments). Carrier is not liable for any reason if report is not filed with that period. Please note that there is a \$59 fee billable to the shipper contained on the bill of lading should the documents be pulled from carrier records for any reason by any party and \$59/hr. service charge may be applied to certain requests.

## 7.6 Abuse, Hostility and Harassment

Please note that the carrier does not tolerate abuse, hostility, or harassment from the shipper or shippers associates (friends/families/lawyers/etc.) to its employees or agents. Please note that carrier may refuse service at any time for any reason, even if a shipment has already commenced. If carrier finds itself in possession of the goods of a hostile shipper, these goods may be diverted to a third-party public storage facility and a lein shall be placed on that shipment until account balance has been paid in full. Shipper is responsible for any labor costs incurred as well as any costs incurred in association with this tariff. Upon payment of all charges in accordance with the applicable rates found in this tariff document, goods will be released to shipper. Please note that carrier retains right to record telephone lines.

#### 7.7 Relatives and friends

Please note that employees or agents of the carrier may be unable to communicate with friends or family of the shipper in regards to private contract information. Friends or family may not understand contract terms and conditions. Thus, carrier may refuse to speak with anyone who is not specifically on the bill of lading for a shipment.

## 7.8 Claims Department

Please note that the claims department DOES NOT maintain telephone lines as all complaints and claims for loss or damage must be communicated in writing no later than fifteen days (or 9 months if inter-state) after release of shipment. Please note that suits of claims shall not be brought upon the carrier if a claim is not postmarked by the shipper within 15 days of the move and confirmed by the carrier within 30 days of receipt. Failure to deliver claim in writing no later than fifteen days (or 9 months if inter-state) after release of shipment is at shippers own risk. Please note that employees or agents of the carrier are not able to assist shippers in lowering or wavering approved tariff charges. Carrier asks shipper not to call our employees on telephone lines as they will not be able to assist in damage or loss claims. Carrier asks that shippers do not harass employees or agents of the carrier.

# 8.0 Important documents

There are several documents that the shipper should be aware of.

## 8.1 Moving Tariff

Moving Tariff is a document periodically approved and on file with the Massachusetts Department of Public Utilities. The Massachusetts Department of Public Utilities may provide you a copy of this document. This document can change at any time for any reason and will govern your move. This document is important as it contains the guaranteed rates and terms of service applicable to shipments through this carrier.

# 8.2 Pre-move Inspection Report

This document serves as a pre-move inventory conducted by an in-home estimator or agent of the carrier. This document contains the guaranteed rates of the carrier. This document serves to notify appropriate operations personnel which power units and trailers are recommended for the shipment, as well as recommended moving staff for any particular shipment. This document is not a bid or a contract. This document contains estimated charges for the purpose of scheduling and preparing shipper for expected costs.

#### 8.3 Confirmation

This is a document sent through email or mail that may contain confirmation of move dates, a summary of services, deposit information, guaranteed rates of service, applicable discounts, and estimate of charges. The document is not required and often sent as a courtesy to the shipper. This document is not a contract or a bid and never to be construed as such.

## 8.4 Bill of Lading

This is an important document that authorizes the carrier "Beyond Moving Inc" to transport goods from an origin address to a destination address. This document also serves as the contract between the carrier and the shipper. This document also serves as the transportation bill. The shipper must declare value of their shipment on this document prior to commencement of the move. The shipper must sign this document prior to commencement of the move. The carrier cannot begin a shipment before this document is signed. In the event that a shipment begins without a bill of lading, such shipment shall be made at no liability to the carrier and is at the sole risk of the shipper.

# 8.5 Mutual Release

A mutual release document shall be signed prior to any refund from carrier to the shipper. This document effectively states that the carrier releases shipper from any future claims and liability in association with a specific shipment. The shipper shall release the carrier from any future claims or liability in association with the specified shipment. This document is often sent after a claim has been processed and the carrier is preparing to refund the shipper. Please note the shipper must send the signed mutual release back to the carrier with 30 days. Failure to return the signed mutual release within 30 days will forever release the carrier from any and all liability in association with the specified shipment. Please note that this policy is to prevent liabilities from building up over time due to non-response and there are no exceptions to this policy.