

BIG FOOT MOVING & STORAGE, INC.

5 Craig Road
Acton, MA 01720
Tel. (781) 488-3090
Fax: (781) 488-3091

M.D.P.U. Tariff No. 5
Replaces M.D.T.E. Tariff No. 4

Certificate No. 31023

For the transportation of:

Household Goods between points within the Commonwealth of Massachusetts.

Date Issued: _____, 2025

Date Effective: September 10, 2025

By:

A handwritten signature in black ink, appearing to read "Mike Bavuso", with a stylized flourish at the end.

Michael Bavuso, President
mbavuso@bigfootmoving.com

Date: September 10, 2025

BIG FOOT MOVING & STORAGE, INC.
("Carrier")

Household Goods and Furniture

RATES AND CHARGES

The following rates, charges and rules apply to Carrier's transportation of household goods and furniture, as defined herein, within the Commonwealth of Massachusetts. If Carrier has issued an estimate prior to shipment, the rates, charges and rules in this tariff shall apply and shall supersede those in the estimate. If Consumer/Shipper should have any questions as to how the final charges will be calculated or how they are expected to be paid, please call Carrier at (781) 488-3090.

Item 1 – Hourly Rates: Carrier shall charge at the hourly rates shown in **Addendum A** hereto for 1 man (driver), 1 helper and 1 truck. **Addendum A** hereto shows Carrier's rates for Off Peak and Peak days.

Item 2 – Fuel Surcharge Applying Between and Among All Points in the Commonwealth:

In addition to the rates prescribed by Item 1 above, Carrier shall assess and charge shipper a fuel surcharge as follows:

- Inside Interstate 495: flat surcharge of \$45.00.
- Outside Interstate 495: A fuel surcharge calculated by dividing the total miles travelled based on Google Maps, divided by 7 (7 miles per gallon) times the current price of diesel fuel.
- The price of diesel fuel will be determined based on the price stated by the U.S. Department of Energy (DOE), Energy Information Administration's (EIA) survey of "Retail On-Highway Diesel Prices." This price can be obtained by calling the DOE Fuel Hot Line at 202-586-6966 or via the DOE Internet web site at www.eia.doe.gov.

Item 3 – Computation of Time:

- (a) Time is computed from the time the vehicle and helpers leave Carrier's office at 5 Craig Road, Acton, Massachusetts to the point of origin, and from the point of

destination back to 5 Craig Road, Acton, Massachusetts. There will be a 4 hour labor minimum for all jobs, and once that minimum is satisfied, charges accrue pro-rated to the quarter hour.

- (b) Packing time. Packing time is charged at the same rates as set forth in Addendum A. Additional charges shall be assessed for each vehicle, helper(s) or supervisor(s) to cover their travel time.

Item 4 – Accessorial Services and Miscellaneous Charges:

In addition to the hourly charges, fuel surcharges and travel time identified above, the following accessorial charges shall apply:

(a) Piano or Organ Handling:

- (i) Baby Grand Piano and Pipe Organs:

First floor to first floor.....\$200.00 per item
Each additional set of stairs (7 steps).....\$ 50.00

- (ii) Upright Pianos, Spinets and other Organs:

First floor to first floor.....\$150.00 per item
Each additional set of stairs (7 steps).....\$ 50.00

- (b) **Third Party Charges:** Upon request of shipper, owner, consignee or their agents, Carrier may engage a third party to provide services for which Carrier does not possess the requisite skill or qualified personnel to perform. Such services may include, but are not limited to, the disconnecting and reconnecting of washers, dryers, icemakers; disassembling and reassembling waterbeds, hot tubs, swing sets, and playhouses; preparing grandfather clocks and other fragile items for transportation; building special crates for Shipper and other specialized disassembly, packing or re-assembly services. In such instances, Carrier will charge Shipper for such third-party charges in addition to all other charges provided in this tariff and Shipper shall be responsible for all such charges.

- (c) If the route of a move requires Carrier to use ferries, and the ferry tolls or fares are not paid directly by Shipper, such costs to Carrier will be in addition to the charges due Carrier for the move.

- (d) **Storage-in-Transit (“SIT” charges):** \$200.00 per truck, per night while awaiting shipper’s delivery instructions. SIT may be up to a maximum of 7 days, following which Carrier’s liability changes to that of a warehouseman.

(e) Miscellaneous storage charges:

- (i) Storage vaults: \$75.00 per month per vault.
- (ii) Oversize articles that will not fit into a storage vault: \$45.00 per month per article.
- (iii) Storage access (retrieval, unloading, and replacement of storage vaults or articles): Warehouse labor at \$75.00 per hour.
- (iv) Storage liability limitations and valuation charges; see Item 8 below.

Item 5 – Methods of Payment: At or before the time of delivery of a shipment, Consumer/Shipper must pay all applicable charges due under this tariff by cash, personal check, certified check, bank check, ACH, and credit card.

Item 6 – Carrier’s Lien:

(a) Carrier shall have a lien on any shipment and property therein, meaning it will have the right to retain possession of any property it transports and to take and place the same in storage at the charge and expense of the Consumer/Shipper until all tariff rates and charges thereon have been paid in cash, money order or by certified check. Nothing herein shall limit the right of Carrier to require, at a time of or before shipment, the prepayment in part or in full or a guarantee of the charges due under this tariff.

(b) Property not received by the Consumer/Shipper after appropriate notice, may be kept in a vehicle, warehouse or place of business of the Carrier subject to all lawful charges and to Carrier’s responsibility as warehouseman only, or at the option of the Carrier, may be removed to and stored in a warehouse at or near the point of delivery or at other available points at the cost of the Consumer/Shipper or owner, and there held without liability on the part of the Carrier, and subject to a lien for all transportation and other lawful charges due, including a reasonable charge for storage. In the event the Consumer/Shipper, Consignee or owner cannot be found at the address given on the bill of lading for notification, Carrier shall be discharged from liability upon sending a notice to Consumer/Shipper showing the location of the warehouse in which such property has been placed, subject to the provisions of this paragraph.

(c) Where Carrier is directed to take or receive property from a place or places at which the Consumer/Shipper, consignor or his agent is not present, the property shall be at the risk of the Consumer/Shipper or owner before loading.

(d) Where Carrier is directed to unload or deliver property at a place or places at which the Consumer/Shipper, owner or consignee or his agent is not present, the property shall be at the risk of the Consumer/Shipper or owner after unloading or delivery.

(e) Consumer/Shipper, owner or consignee shall be liable for and shall pay the advances, tariff charges, packing and storage, if any, and all other lawful charges accruing on said property. Carrier shall not deliver or relinquish possession at destination of the shipment until all tariff charges thereon have been paid. Consumer/Shipper shall also be liable for the accessorial charges, advances, tariff charges, packing, storage, and all other lawful charges, except as otherwise agreed in writing. Nothing herein shall limit the right of Carrier to require, at the time of delivery of the shipment, payment of all charges in full.

Item 7– Limitation of Carrier’s Liability: Carrier’s liability for cargo loss, damage or delay, whether occurring during transportation or Storage-in Transit under this tariff is limited as stated herein. Consumer/Shipper must declare, on the bill of lading, one of the following three options to establish Carrier’s maximum liability for any goods lost, damaged or delayed in transit:

- **OPTION 1 – Released Value, \$0.60 (Sixty Cents) Per Pound Per Article:** Under this Option 1, if any article is lost, destroyed or damaged while in Carrier’s custody, Carrier’s liability is limited to the actual weight of the lost, destroyed or damaged article multiplied by \$0.60 (Sixty Cents) per pound, per article up to a maximum of \$2,000. This is the Carrier’s basic liability limit and is provided at no additional charge. It is considerably less than the average value of household goods. Shipper may increase Carrier’s liability for loss or damage by paying additional valuation charges as described in Options 2 and 3 below.
- **OPTION 2 – Full Value Protection (FVP):** Under this Option 2, if any goods are lost or damaged while in Carrier’s custody, Carrier will either (i) repair the article to the extent necessary to restore it to the same condition as when it was received by Carrier or pay the Consumer/Shipper the cost of such repairs; or (ii) replace the article with an article of like kind and quality or pay the Shipper the cost of such a replacement, whichever is less. There is an additional charge for this Option as set forth in **Addendum B** hereto. To select Option 2, the Consumer/Shipper must write, on the bill of lading, a lump sum dollar amount for the value of the shipment. This lump sum dollar amount may not be less than \$6.00 per pound. Consumer/Shipper must also select an applicable deductible amount, either a Zero (“0”) deductible or a two hundred and fifty dollars (“\$250”) deductible.
- **OPTION 3 – Actual Cash Value (ACV):** Under this Option 3, Shipper must declare the cumulative depreciated value of the entire shipment on or before the day of the move. Under this Option 3, Carrier will be liable for the lesser of the following amounts: (i) the cost to repair the article to the extent necessary to restore it to the same condition as when it was received by Carrier or pay the Consumer/Shipper the cost of such repairs; or (ii) the actual cash value of the article on or before commencement of long-term storage as provided above. There is an additional charge for this Option as set forth in **Addendum C** hereto. To select Option 3, the Consumer/Shipper must write, on the bill of lading, the depreciated value of the shipment at the time of or prior to the move. The minimum declared value under this Option 3 is \$6,000. Only Zero (“0”) deductible is available under Option 3.

NOTES:

- **(1) *The valuation charges under Options 2 and 3 are tariff levels of liability, not insurance, and Carrier does not sell insurance.***
- **(2) *Declarations of value under Options 2 and 3 must reflect the total value of the entire shipment as stated in each Option.***

- (3) *If a shipment is valued over \$250,000, please call Carrier at (781) 488-3090 for further pricing options.*

Item 8– Limitation of Carrier’s Liability for goods in long-term storage: Carrier’s liability for loss of or damage to goods held in long term storage (as opposed to Storage-in Transit) at the direction of the Consumer/Shipper is limited as stated herein. “Long term storage,” as used herein, means any goods of Consumer/Shipper held by Carrier at the request of Consumer/Shipper for more than 7 days. After 7-days, Carrier’s liability shall be that of a warehouseman only for any goods lost or damaged. Under this Item, Consumer/Shipper must declare, on the bill of lading, warehouse receipt or in any other form of written communication to Carrier at the outset of the long-term storage period one of the following three options to establish Carrier’s maximum liability as a warehouseman for any goods lost or damaged during long-term storage:

- **OPTION 1 – Released Value, \$0.60 (Sixty Cents) Per Pound Per Article:** Under this Option 1, if any article is lost, destroyed or damaged while in Carrier’s custody as a warehouseman during long-term storage, Carrier’s liability is limited to the actual weight of the lost, destroyed or damaged article multiplied by \$0.60 (Sixty Cents) per pound, per article up to a maximum of \$2,000. This is the Carrier’s basic liability limit and is provided at no additional charge. It is considerably less than the average value of household goods. Consumer/Shipper may increase Carrier’s liability for loss or damage during long-term storage by paying additional valuation charges as described in Options 2 and 3 below.
- **OPTION 2 – Full Value Protection (FVP):** Under this Option 2, if any goods are lost or damaged while in Carrier’s custody as a warehouseman during long-term storage, Carrier will either (i) repair the article to the extent necessary to restore it to the same condition as when it was received by Carrier or pay the Consumer/Shipper the cost of such repairs; or (ii) replace the article with an article of like kind and quality or pay the Shipper the cost of such a replacement, whichever is less. There is an additional charge for this Option as set forth in **Addendum C** hereto. To select Option 2, the Consumer/Shipper must write, on the bill of lading, either a lump sum dollar amount for the value of the shipment that may not be less than \$6.00 per pound. Consumer/Shipper must also select an applicable deductible amount, either a Zero (“0”) deductible or a two hundred and fifty dollar (“\$250.00”) deductible.
- **OPTION 3 – Actual Cash Value (ACV):** Under this Option 3, Shipper must declare the cumulative depreciated value of the entire shipment on or before the day of the move. Under this Option 3, Carrier will be liable for the lesser of the following amounts: (i) the cost to repair the article to the extent necessary to restore it to the same condition as when it was received by Carrier or pay the Consumer/Shipper the cost of such repairs; or (ii) the actual cash value of the article on or before commencement of long-term storage as provided above. There is an additional charge for this Option as set forth in **Addendum C** hereto. To select Option 3, the Consumer/Shipper must write, on the bill of lading, the depreciated value of the shipment at the time of or prior to the move. The

minimum declared value under this Option 3 is \$6,000. Only Zero ("O") deductible is available under Option 3.

NOTES:

- ***(1) The valuation charges under Options 2 and 3 are warehouse levels of liability, not insurance, and Carrier does not sell insurance.***
- ***(2) Declarations of value under Options 2 and 3 must reflect the total value of the entire shipment as stated in each Option.***
- ***(3) If a shipment is valued over \$250,000, please call Carrier at (781) 488-3090 for further pricing options.***

Item 9 – Articles Excluded From Liability: Carrier will not be liable for the following articles:

(a) Articles of Extraordinary Value: Carrier will not carry or be liable for documents, antiques, artwork, cash, specie or for any high-value article or article of extraordinary value unless (i) Consumer/Shipper has identified and disclosed such articles to Carrier on its high value inventory prior to transportation, (ii) Carrier has signed a special agreement to transport such articles, (iii) a stipulated value of the articles is stated by Consumer/Shipper on the Bill of Lading and (iv) additional charges are paid by Consumer/Shipper for such added valuation. "High-value" articles or "articles of extraordinary value" are hereby defined as any single item or matching sets of items in the shipment valued at \$1,000.00 (One Thousand Dollars) or more.

(b) Ready-to-Assemble ("RTA") Furniture: Carrier will not carry or be liable for so-called "ready to assemble" or "RTA" furniture, meaning furniture manufactured from pressed board, pressed wood, particle board, engineered wood or similar materials, whether shipped in an assembled state or in a "knocked down" or disassembled state or any associated parts or hardware.

- (c) Lamps, lamp shades, artwork, pictures, mirrors, artificial plants, and statues not packed /boxed by Carrier.
- (d) Marble or glass not crated or boxed by Carrier.
- (e) Items found broken in boxes which have been packed by the Customer.
- (f) Missing hardware for items not disassembled by Carrier.
- (g) Gold leaf plaster frames and chandeliers not crated by Carrier.
- (h) Previously damaged or repaired items.
- (i) Previously damaged or loose veneer.
- (j) Furniture where original glue has dried.
- (k) Any small, loose items which are not boxed (keys, remote controls, etc.).
- (l) Mechanical condition of audio/visual or electronic equipment.
- (m) Computers and battery-operated items in transit or storage.
- (n) Live plants.
- (o) Hazardous materials or firearms

(p) Flat Screen Television(s) not crated or boxed by Carrier.

Note: *Consumer/Shipper shall be liable for, defend and indemnify Carrier against all loss or damage caused by any hazardous material or firearm included in a shipment.*

Item 10 - Special, Incidental or Consequential Damages. Under no circumstances will Carrier be liable for any special, incidental, indirect or consequential damages, including but not limited to loss of income, lost profits or market, lost opportunity, antique or sentimental value in excess of the limits described in Items 7 and 8 above, whether or not Carrier had knowledge that such damage(s) might be incurred.

Item 11 – Cargo Loss, Damage and Delay Claim Rules:

(a) As a condition precedent to recovery, claims for loss, damage, injury or delay to any shipment, regardless of whether it is a transit or a storage claim, must be filed in writing with Carrier and must include sufficient information to identify the shipment and must set forth a specified or determinable amount of money claimed.

(b) Claims for loss, damage, injury or delay must be filed within fifteen (15) days after the delivery of the shipment, except that claims for failure to make delivery must be filed within fifteen (15) days after a reasonable time for delivery has elapsed.

(c) Lawsuits for loss, damage, injury or delay must be instituted against Carrier no later than one (1) year from the day when written notice is given to the claimant that the Carrier has disallowed the claim or any part or parts of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, Carrier shall not be liable, and such claims will not be paid.

Item 12 – Overcharge Claim Rules: All overcharge claims must be filed by Shipper with Carrier in writing within thirty (30) days of delivery of the shipment or the date of Carrier's invoice for freight charges, if any, whichever is later. Such overcharge claims must be in writing and specify in detail the basis for the claimed overcharge. All lawsuits for overcharges must be filed by Shipper within one (1) year of the date of delivery of the shipment.

Item 13 – Definitions:

The term "Household Goods and Furniture" as used in this tariff means: The transportation of furniture and household goods in whole or in part incident to a move by a householder to or from a dwelling or a storage warehouse, from one dwelling to another, or within a location.

The term "Carrier" as used in this Tariff means Big Foot Moving & Storage, Inc.

The terms “Consumer/Shipper” or “Shipper” as used in this Tariff means the person who is the owner of the household goods and furniture articles in the shipment or who has a beneficial interest in the property transported by Carrier.

The terms “Storage-in-Transit” or “SIT” as used in this Tariff means any shipment held by Carrier at the request of the Consumer/Shipper for up to 7 days while awaiting delivery instructions.

The term “Long-Term Storage” as used in this Tariff means any shipment held by Carrier at the request of the Consumer/Shipper for more than 7 days.

Item 14 – Estimates/Quotations:

Carrier cannot quote a binding estimate for the transportation of a shipment from a residence or establishment to another residence or establishment if a public way must be used by a vehicle, although it will use its best efforts to give accurate quotes based on information provided by Consumer/Shipper. Carrier may give Consumer/Shipper a written estimate, but the final transportation and accessorial charges to be assessed and due shall be in accordance with Carrier’s actual tariff rates and charges published herein.

Addendum A
Rates

| Moving Rates | 2 Men 1 Truck | 3 Men 1 Truck | 4 Men 1 Truck | 3 Men 2 Trucks | 4 Men 2 Trucks | 5 Men 2 Trucks | 6 Men 2 Trucks | 5 Men 3 Trucks | 6 Men 3 Trucks |
|---------------------|--------------------------|--------------------------|--------------------------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|
| | | | | | | | | | |
| Off Peak | \$195/hr | \$260/hr | \$325/hr | \$325/hr | \$390/hr | \$455/hr | \$520/hr | \$520/hr | \$585/hr |
| Peak | \$225/hr | \$300/hr | \$375/hr | \$375/hr | \$450/hr | \$525/hr | \$600/hr | \$600/hr | \$675/hr |
| Overtime | \$292.50 /hr | \$390/hr | \$487.50 /hr | \$487.50 /hr | \$585/hr | \$682.50 /hr | \$780/hr | \$780/hr | \$877.50 /hr |

- Any boxes, materials, and supplies will be priced at time of estimate.
- Any Additional Truck(s) is \$75 p/hr
- **Regular Time Rates** apply when service is performed on weekdays (Monday through Friday) between the hours of 7:00 A.M. and 4:00 P.M. Attached Schedule.
- **Overtime Rates** apply when service is requested by the shipper to be performed on weekdays (Monday through Friday) between the hours of 3:00 PM and 7:00 AM, and all day on Saturday and Sunday.

End Addendum A.

Addendum B
Transit Valuation Options

| Declared Value of Shipment | Actual Cash Value (ACV) Additional charge Zero Deductible | Full Replacement Value (FVP) Additional charge Zero Deductible | Full Replacement Value (FVP) Additional charge \$250 Deductible |
|----------------------------|-----------------------------------------------------------------|----------------------------------------------------------------------|-----------------------------------------------------------------------|
| \$6,000.00 | \$60.00 | \$100.00 | \$75.00 |
| \$10,000.00 | \$80.00 | \$125.00 | \$95.00 |
| \$15,000.00 | \$100.00 | \$150.00 | \$115.00 |
| \$20,000.00 | \$115.00 | \$175.00 | \$135.00 |
| \$25,000.00 | \$130.00 | \$200.00 | \$155.00 |
| \$30,000.00 | \$145.00 | \$250.00 | \$190.00 |
| \$35,000.00 | \$160.00 | \$300.00 | \$225.00 |
| \$40,000.00 | \$175.00 | \$350.00 | \$260.00 |
| \$45,000.00 | \$190.00 | \$400.00 | \$295.00 |
| \$50,000.00 | \$205.00 | \$450.00 | \$330.00 |
| \$60,000.00 | \$220.00 | \$500.00 | \$365.00 |
| \$70,000.00 | \$235.00 | \$550.00 | \$400.00 |
| \$80,000.00 | \$250.00 | \$600.00 | \$435.00 |
| \$90,000.00 | \$275.00 | \$650.00 | \$470.00 |
| \$100,000.00 | \$300.00 | \$700.00 | \$505.00 |
| \$150,000.00 | \$425.00 | \$775.00 | \$540.00 |
| \$200,000.00 | \$550.00 | \$850.00 | \$575.00 |
| \$250,000.00 | \$675.00 | \$925.00 | \$610.00 |

Addendum C
Long-Term Storage Valuation Options

| Declared Value of Shipment | STORAGE -Actual Cash Value (ACV) Additional Charge Zero Deductible | STORAGE - Full Replacement Value (FVP) Additional Charge Zero Deductible | STORAGE -Full Replacement Value (FVP) Additional Charge \$250 Deductible |
|----------------------------|--------------------------------------------------------------------------|--------------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| \$6,000.00 | \$6.00 | \$12.00 | \$10.00 |
| \$10,000.00 | \$10.00 | \$20.00 | \$15.00 |
| \$15,000.00 | \$15.00 | \$30.00 | \$22.50 |
| \$20,000.00 | \$20.00 | \$40.00 | \$30.00 |
| \$25,000.00 | \$25.00 | \$50.00 | \$37.50 |
| \$30,000.00 | \$30.00 | \$60.00 | \$45.00 |
| \$35,000.00 | \$35.00 | \$70.00 | \$52.50 |
| \$40,000.00 | \$40.00 | \$80.00 | \$60.00 |
| \$45,000.00 | \$45.00 | \$90.00 | \$67.50 |
| \$50,000.00 | \$50.00 | \$100.00 | \$75.00 |
| \$60,000.00 | \$60.00 | \$120.00 | \$90.00 |
| \$70,000.00 | \$70.00 | \$140.00 | \$105.00 |
| \$80,000.00 | \$80.00 | \$160.00 | \$120.00 |
| \$90,000.00 | \$90.00 | \$180.00 | \$135.00 |
| \$100,000.00 | \$100.00 | \$200.00 | \$150.00 |
| \$150,000.00 | \$150.00 | \$300.00 | \$225.00 |
| \$200,000.00 | \$200.00 | \$400.00 | \$300.00 |
| \$250,000.00 | \$250.00 | \$500.00 | \$375.00 |