

BOOMERANG STORAGE LLC, dba BOOMERANG

M.D.P.U. NO. 31673

M.D.P.U. NO. 3

CANCELS

M.D.P.U. NO. 2

BOOMERANG STORAGE, LLC, dba BOOMERANG
M D P U NO. 31673

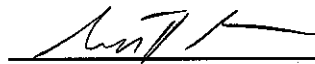
COMMODITY RATE TARIFF

APPLYING ON
TRANSPORTATION OF PROPERTY
(AS DESCRIBED IN RULE 1(A))

BETWEEN ALL POINTS IN MASSACHUSETTS

FILED WITH THE MASSACHUSETTS DEPARTMENT OF PUBLIC UTILITIES,
TRANSPORTATION OVERSIGHT DIVISION, OR ITS SUCCESSOR AGENCY BY:

BOOMERANG STORAGE LLC, dba BOOMERANG



By: Scott George, its Member

PUBLISHED AT:

BOOMERANG STORAGE LLC, dba BOOMERANG
190 Moody St.
Ludlow, MA 01056

Approved Tariff

UCI 15 2025

DPU

ISSUE DATE: October 9, 2025

EFFECTIVE DATE: November 8, 2025

CONTENTS

SUBJECT	RULE/ITEM	PAGE(S)
SECTION I		
IMPORTANT STATEMENT OF GENERAL APPLICATION		3
EXPLANATION OF TERMS		3
EXPLANATION OF ABBREVIATIONS AND SYMBOLS		4
BILL OF LADING TERMS AND CONDITIONS		5
SECTION II		
APPLICATION OF TARIFF	RULE 1	6
PROPERTY SUBJECT TO BILL OF LADING	RULE 2	6-7
DECLARATION OF VALUE LIABILITY LIMITATION	RULE 3	7-8
ARTICLES OF EXTRAORDINARY VALUE	RULE 4	9-10
CLAIMS	RULE 5	10-14
INSURANCE	RULE 6	14
IMPRACTICABLE OPERATION AND RESTRICTIONS	RULE 7	14-15
INSPECTION OF ARTICLES	RULE 8	15
ARTICLES NOT ACCEPTED FOR TRANSPORT	RULE 9	15
MARKING AND PACKING	RULE 10	15-16
PARTS OR PIECES	RULE 11	16
SHIPMENTS ACCEPTED	RULE 12	16
DISASSEMBLY AND REASSEMBLY	RULE 13	16
ADVANCED CHARGES	RULE 14	17
USE OF VEHICLE AND DRIVER	RULE 15	17
WAITING OR DELAY	RULE 16	17
SERVICING SPECIAL ARTICLES	RULE 17	17-18
PAYMENTS	RULE 18	18-19
IMPRACTICAL PICK-UP OR DELIVERY	RULE 19	19-20
WAREHOUSE PICK-UP OR DELIVERY	RULE 20	20
HOISTING AND LOWERING	RULE 21	20
ESTIMATES	RULE 22	21
EXPLANATION OF HOLIDAY	RULE 23	21
TIME BASIS RATES – COMPUTATION	RULE 24	21
HOURLY MINIMUM	RULE 25	22
LABOR CHARGES	RULE 26	22
FURNISHING HELPERS	RULE 27	22
TRAVEL TIME	RULE 28	22
MILEAGE AND INTERMEDIATE APPLICATION	RULE 29	22-23
ELECTRONIC DOCUMENTS AND SIGNATURES	RULE 30	23
MERCHANT'S RESPONSIBILITIES	RULE 31	24-25
SECTION III		
RATES AND CHARGES		
HOURLY TRANSPORTATION AND SERVICE RATES	SCHEDULE A	
PIANO HANDLING AND OTHER CHARGES	SCHEDULE B	
VALUATION CHARGES	SCHEDULE C	
MATERIAL CHARGES	SCHEDULE D	
FUEL SURCHARGE	SCHEDULE E	

SECTION I**IMPORTANT STATEMENT OF GENERAL APPLICATION**

In an effort to provide its customers with quality service at competitive rates, certain commodities may be offered to be shipped at less than full value and Carrier, **BOOMERANG STORAGE LLC, dba BOOMERANG** (referred to as Carrier in the body of this publication) encourages shippers to review this publication, as some items may be subject to limitations of liability, released values or other options specific to a shipment or a commodity. All shippers are further encouraged to evaluate their cargo insurance program with his or her insurance professional(s) so they may tender their goods at the lowest possible overall cost while still being insured for a value consistent with their requirements.

Carrier's bills of lading include provisions limiting time and manner of filing claims and commencing suits and limiting Carrier-liability for any loss, damage, or injury to the property transported, which limitations are authorized by applicable law because Carrier establishes and maintains lawfully published rates and charges in this publication which are dependent upon the value declared or agreed upon in writing as the released values of the property.

Except as otherwise provided herein, the rate named in this tariff include one pick-up and loading at point of origin and one delivery and unloading at point of destination.

EXPLANATION OF TERMS

1. Rates for Carrier's transportation service as used in this publication include, as applicable to the contract of carriage, rates based on weights and distance, or hourly rates or charges incurred for transportation of property by Carrier, together with the use of all facilities and property of Carrier in the performance of any service in connection therewith, including packing, unpacking, crating, loading, unloading and actual transportation or service and all time consumed in preparation of such transportation or service; such hourly rates or charges are computed based on when the vehicle, helpers or supervisors leave Carrier's terminal until the arrival back at the terminal and unloading, if any, less time spent for meals, vehicle breakdown or repair. Such rates and charges are listed in schedule(s), as they may be amended, in Section III of this tariff.

2. Additional charges as used in this publication represent services that are in addition to transportation and service rates or charges as set forth in Paragraph 1 above, which services are requested by Shipper or, in Carrier's discretion are needed for safe transport such as hoisting, piano carries, valuation charge, materials and debris removal, all as specifically set forth herein.

[Remainder of page blank.]

EXPLANATION OF ABBREVIATIONS AND SYMBOLS

Carrier	"BOOMERANG STORAGE LLC, dba BOOMERANG"
1 st	First floor
Accessorial charge	As in "accessorials" or "accessorial charge" are those charges for items and additional services referenced in Explanation of Terms, ¶ 2, with nature and purpose of said charges described in Schedule(s) herein.
Add.	additional day, floor or unit, as case may be.
Box Delivery Service	Available only (1) Monday through Friday and (2) for requests for deliveries within a 20 mile radius from Carrier's terminal.
Cu. Ft.	cubic feet
C.O.D.	collect on delivery
Cwt.	one hundred pounds
Pick up	calling for, loading and/or receiving goods and issuing receipt for same at Shipper's residence or place of business directly accessible to Carrier's vehicle.
Depreciated value	The actual cash value as measured by the cost new, less depreciation.
Ded.	deductible
Dbas	doing business as
DOT	US Department of Transportation
Hold	Overnight loaded vehicle charge.
K	thousand, such as 1K equals 1,000
Line-haul	Weight basis mileage transportation rate exclusive of additional service charges.
Lbs.	pounds
MDPU	Mass. Dept. of Public Utilities
Delivery.....	Means unloading or transferring the goods and obtaining a delivery receipt for the goods at consignee's residence or place of business directly accessible to Carrier's vehicle.
Shipper.....	Carrier's customer. Shipper may also be consignor and/or consignee, as the case may be.

[Remainder of page blank.]

BILL OF LADING – TERMS AND CONDITIONS**CONTRACT TERMS AND CONDITIONS**

Sec. 1 (a) The Carrier or party in possession of any of the property herein described ("Property") shall be liable as at common law for any loss thereof or damage thereto, except as herein provided.

(b) No Carrier or party in possession of all or any of the Property ("Carrier") shall be liable for any loss, damage or delay caused by act of God, public enemy, war, declared or undeclared, acts of public authority, quarantine, riots, strikes, perils of navigation, act or default of Shipper or owner, nature of Property or defect or inherent vice, occurrences in customs warehouse, or for any loss or damage to paintings, statuary, ornamental items, works of art, articles of unusual nature or value, photographs or pictures, antiques, dishes, glassware, musical instruments, vases, mirrors, marble or enamel pieces, lamps, lamp shades or other fragile articles, unless such loss or damage was caused by negligence of the Carrier, and the responsibility to prove such negligence shall be on the Shipper, except where arrangements have been made for the packing and unpacking of such articles by the Carrier or its agent. No Carrier shall be held liable for the internal malfunction of any computerized, electrical or mechanical item or piece of equipment, whether or not such articles are packed, unpacked, or packed and unpacked by the Shipper or his agent or Carrier or its agents. No Carrier shall be liable for damage to or loss of contents of pieces of furniture, crates, bundles, cartons, boxes, barrels or other containers unless such contents are open for Carrier's inspection and then only for such articles as are specifically listed by the Shipper and receipted for by the Carrier or its agent.

(c) No Carrier shall be liable for delay caused by obstructions, faulty or impassable highways, lack of capacity of any highway, bridge, ferry; or caused by breakdown, or mechanical defect of vehicles or equipment.

(d) Carrier's liability shall be that of a warehouseman, only, for loss, damage or delay caused by fire occurring after the arrival of the Property at destination or at the port of export and tender of delivery of the Property to the party entitled to receive it has been made. Except in case of negligence of the Carrier, Carrier shall not be liable for loss, damage, or delay occurring while the Property is stopped and held or stored in transit on the request of the Shipper, owner, or party entitled to make such request, whether such request was made before or after Carrier came into possession of the Property.

Sec. 2 (a) No Carrier is bound to transport the property by any particular schedule, vehicle, train or vessel or otherwise than with reasonable dispatch. Every Carrier shall have the right in case of physical necessity to forward the Property by any Carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the Shipper or as been agreed upon in writing as the released value of the Property as determined by the classification or tariffs upon which the rate is based, such lower value less charges shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

(b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering Carrier, or Carrier issuing the proposal for service and bill of lading, or Carrier in possession of the Property when the loss, damage, injury, or delay occurred, within 15 days after delivery of the Property; and suits shall be instituted against any 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. Where claims are not filed or suits are not instituted in accordance with the foregoing provisions, no Carrier hereunder shall be liable.

(c) Any Carrier or party liable on account of loss or damage to any of the Property shall have the full benefit of any insurance that may have been effected upon or on account of the Property so long as this shall not avoid the policies or contracts of insurance; provided that the Carrier reimburses the claimant for the premium paid thereon.

Sec. 3 Except where such service is required as the result of Carrier's negligence, all Property shall be subject to necessary cooperage, packing and repacking at owner's cost.

Sec. 4 (a) Carrier shall have the right to retain possession of any Property transported by it and to take and place the same in storage at the charge and expense of the Shipper, until all tariff rates and charges thereon have been paid in cash, money order or 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 guarantee of the charges.

(b) Property not received by the party entitled to receive it after appropriate notice, may be kept in 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 the point of delivery or at other available points at the cost of the owner, and there held without liability on the part of the Carrier, and subject to a lien for all transportation and other lawful charges, including a reasonable charge for storage. In the event the Consignee cannot be found at the address given on the bill of lading for notification, the Carrier shall be discharged from liability upon sending a notice to Shipper showing the warehouse in which such Property has been placed, subject to the provisions of this paragraph.

Sec. 5 (a) Where Carrier is directed to take Property from a place or places at which the Consignor or his agent is not present, the Property shall be at the risk of the owner before loading.

(b) Where Carrier is directed to unload or deliver Property at a place or places at which the Consignee or its agent is not present, the Property shall be at the risk of the owner after unloading or delivery.

Sec. 6 No Carrier will carry or be liable in any way for any documents, specie, or for any article of extraordinary value unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

Sec. 7 Explosives or dangerous goods will not be accepted for shipment. Every party whether principal or agent shipping such goods shall be liable for and indemnify Carrier against all loss or damage caused by such goods and Carrier will not be liable for safe delivery of the shipment.

Sec. 8 The owner or Consignee shall pay the advances, tariff charges, packing and storage, if any, and all other lawful charges accruing on said Property. No Carrier shall deliver or relinquish possession at destination of the Property until all tariff and charges thereon have been paid. Consignor shall also be liable for the advances, tariff charges, packing, storage, and all other lawful charges, except as otherwise agreed in writing. The beneficial owner shall also be liable for all charges due to Carrier where not paid by Consignor or Consignee. If the Consignor or Consignee has given to the Carrier erroneous information as to the identity of the beneficial owner, such Consignor or Consignee shall be liable for such additional charges and any attorney's fees incurred by Carrier as a result of this disclosure. Nothing herein shall limit the right of the Carrier to require, at the time of shipment, the prepayment of the charges. If upon inspection it is ascertained that the articles shipped are not those described herein, the advances or tariff charges must be paid upon the articles actually shipped.

Sec. 9 If this proposal for service and bill of lading is issued on the order of the Shipper or his agent, in exchange or in substitution for another proposal for service and bill of lading, the Shipper's signature to the prior proposal for service and bill of lading as to the statement of the value or otherwise of election for common law or bill of lading liability, in or in connection with such prior proposal for service and bill of lading, shall be considered a part of this proposal for service and bill of lading as fully as if the same were written or made in or in connection with this proposal for service and bill of lading.

Sec. 10 Any alteration in this proposal for service and bill of lading made without the special notation hereon of the Carrier shall be without effect, and this document shall be enforceable according to its original tenor.

SECTION II**RULE 1****APPLICATION OF TARIFF**

- (A) This publication is Carrier's intrastate tariff stating the rules, rates, charges and practices applying on carriage of goods by motor carrier and all transportation services in connection therewith included in the following commodity classifications established by Carrier, between all points in Massachusetts:
- (i) household goods – those furnishings, personal effects and property which Carrier, by this tariff, agrees to transport; which goods, in whole or in part are incident to a move by a householder used or to be used from one dwelling to another and/or to or from a dwelling and storage facility or warehouse; (ii) property – such as furniture, fixtures, equipment, objects of art, displays and exhibits which Carrier, by this tariff or transportation agreement agrees to accept for transport; which goods, in whole or in part are incident to a move by stores, offices, museums, institutions, hospitals and other commercial establishments.
- (B) This publication also contains service rules and practices applying on carriage of goods by Carrier and all transportation services in connection therewith under rates, charges and other provisions in this tariff, and in tariffs and contracts governed by this tariff.
- (C) In the event any rule, item, rate, charge, practice or provision of a rule, item, rate, charge or practice in this tariff is determined invalid by a court or administrative agency order or ruling, or by legislative enactment or amendment of the law, such determination or enactment shall not invalidate the whole tariff, but this tariff shall be construed as if not containing the particular rule, item, rate, charge, practice or provision thereof held to be invalid, and the rights and obligations of shipper (also referred to as consignor), the consignee or Carrier shall be construed and enforced accordingly.
- (D) Shipper or shipper's predetermined representative (as shipper's agent for all purposes) must be present during all packing, loading, unloading and unpacking.
- (E) Reference herein to rules, items, schedules, attachments, supplements or pages shall be deemed to mean when applicable, every reissue or amendment of such rules, items, schedules, attachments, supplements or pages.

RULE 2**PROPERTY SUBJECT TO BILL OF LADING**

- (A) Unless otherwise provided, for property classified under Rule 1(A)(i) (household goods) transported subject to the provisions of this tariff, or as amended, the acceptance and the use of the Combined Uniform Household Goods Bill of Lading And Freight Bill (hereinafter "Bill of Lading") is required.
- (B) The rates shown herein are reduced rates conditioned upon the use of Carrier's Bill of Lading. Shipper, at his or her option, may elect not to accept the terms of the Bill of Lading, and in lieu thereof, to have Carrier transport the property with Carrier's liability limited only as provided by common law, and by the laws of the United States and Massachusetts, insofar as they apply, but subject to the terms and the conditions of the Bill of Lading insofar as such terms and conditions are not inconsistent with such

ISSUE DATE: October 9, 2025**EFFECTIVE DATE: November 8, 2025**

Carrier's liability at common law; the rate charged therefor will be 100 percent higher than the applicable hourly or weight basis rate contained in this tariff as would apply for such shipment if offered for transportation at a released value not exceeding \$0.60 per pound per article.

- (C) When Shipper elects not to accept any of the terms and conditions of the Bill of Lading, he or she must give notice in writing to Carrier of such an election prior to tender of the property to Carrier for transport. For such election to be valid, Carrier must indicate the receipt of such notice by writing or stamping thereon a clause signed by the Carrier stating:

"In consideration of the higher rate charged, the property herein described will be carried, and the services to be rendered hereunder will be performed, with the carrier's liability limited only as provided by law; but subject to the terms and conditions of bill of lading insofar as they are not inconsistent with such common carrier's liability."

- (D) If the Bill of Lading is issued on the order of Shipper, or his/her agent, in exchange or in substitution for another bill of lading (for example, where Carrier issues a bill of lading covering shipment delivered out from storage following delivery to storage covered by a prior bill of lading covering same property), Shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election of common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of the exchanged or substituted bill of lading as fully as if the same were written or made in or in connection with the exchanged or substituted Bill of Lading.

RULE 3**DECLARATION OF VALUE
LIABILITY LIMITATION**

- (A) **Carrier's rates and charges are dependent upon value of the property as declared or released by the Shipper.**
- (B) **Shipper is required to state specifically, in writing, the agreed or declared value of the property on the Bill of Lading prior to the start of any packing, transportation or service.**
- (C) **Where shipment is released to Carrier at a value declared or released by Shipper to \$0.60 per pound per article, the base transportation rate will apply with no additional valuation charge. Liability will be calculated per the weight of the item lost or damaged and will not exceed \$0.60 per pound per article as stipulated in the Bill of Lading. There is no additional cost to Shipper for this limited liability option.**
- (D) **As provided in this tariff, or as amended, Shipper may declare a value in excess of \$0.60 per pound per article, by entering the value on the Bill of Lading and paying an additional valuation charge as provided herein.**
- (E) **Valuations shall be declared in dollars and cents per pound or a lump sum value and stated in writing on the Bill of Lading. Where Shipper selects a valuation option other than Option A on the Bill of Lading, Carrier will apply depreciation in settlement of any loss or damage claim where the declared value exceeds \$0.60 per pound per article.**
- (F) **Carrier must offer a minimum of 2 valuation options as found on the Bill of Lading. Shipper is hereby advised of the opportunity to declare a higher value of**

ISSUE DATE: October 9, 2025**EFFECTIVE DATE: November 8, 2025**

protection of the property and to do so, must enter that value on the Bill of Lading. An additional valuation charge applies to declared value options with valuation charges listed on Schedule C, as amended. These levels of liability, expressed as valuation options on the Bill of Lading, are not insurance agreements that are governed by state laws, but are contractual tariff levels of liability authorized under applicable law.

- (G) For property classified under Rule 1(A)(i), if Shipper declines or otherwise fails to declare the value in writing on the Bill of Lading, the shipment will be deemed released to Carrier at an agreed limitation of Carrier's maximum liability for loss and damage which shall be an amount equal to a maximum value of \$1.25 for each pound of weight of the shipment as found on Option B of the Bill of Lading prescribed in this tariff. Where required, for purposes of settling a loss or damage claim, a constructive weight, based on seven (7) pounds per cubic foot of loaded van space will apply if the weight of the shipment is undetermined.
- (H) The declared or agreed value shall be deemed to relate to all transportation or services undertaken by Carrier or its agents and such agreed or declared value must be entered on the Bill of Lading and signed by Shipper in his or her own hand.
- (I) The released value and the Carrier's maximum liability (whether or not loss or damage occurred from Carrier negligence) is determined under this Rule and shall apply to any claims resulting from the performance or failure to perform by Carrier of any services, including accessorial services, which Carrier has contracted to perform.
- (J) The person and/or entity who tenders the shipment to Carrier represents and warrants it has the authority to bind itself, and any other person and/or entity with an interest in the property transported, to the limitation of liability and other terms set forth in this Tariff.
- (K) In no event shall Carrier be liable to any party for consequential, special nor penal damages, or loss of profit, income, interest, delivery charges, taxes or attorney's fees, whether or not Carrier knew or should have known that such damages might be incurred by the customer, shipper, consignee or a third party. This liability limitation extends to the delay, misdelivery or nondelivery.

[Remainder of page blank.]

RULE 4**ARTICLES OF EXTRAORDINARY VALUE**

(Method and Forms In Which Carrier Shall Receive Certain Freight As Defined By This Rule)

- (A) Articles of peculiarly inherent or extraordinary (unusual) value will not be accepted for shipment, except as provided by this Rule. Should such articles which otherwise fall within the commodity description under Rule 1(A)(i) or (ii) (Application of Tariff) come into the possession of the Carrier without its knowledge, responsibility for safe delivery will not be assumed. The meaning of "articles of peculiarly inherent or extraordinary (unusual) value," as used in this Rule, means those items of inherent or extraordinary valued tendered to Carrier for transportation which, because of uniqueness, rarity or intrinsic nature, have a value substantially in excess of the cost of newly manufactured items of substantially the same type and quality apart from such uniqueness, rarity or intrinsic nature and are defined herein as those having a value greater than \$2,000 in value or \$100 per pound. Any article exceeding \$2,000 in value or \$100 per pound per article will be considered an item of extraordinary (unusual) value and must be declared by Shipper in the form and manner as provided in this Rule. The liability for any article so listed can exceed \$100 per pound per article (based on the actual article weight), not to exceed in all cases the declared value of the shipment. Protection under this Rule only is available if Shipper has selected excess declared value Option B, C or D on the Bill of Lading and has paid the Carrier's additional valuation charge for such increased valuation.
- (B) Shipper is required to make pre-tender representations regarding articles subject to this Rule as defined, and in the manner and time as provided by this Rule in order to claim coverage protection for loss or damage of special and peculiar value; failure to do so for such articles will result in limited Carrier liability as provided herein.
- (C) Carrier will not assume increased valuation protection liability for articles of peculiarly inherent or extraordinary (unusual) value, such as: currency, coins, musical instruments of rare quality or historical significance, original manuscripts, first editions or autographed copies of books, electronic data, computer software programs, rare documents, jewelry, watches, precious metals, precious or semiprecious stones or gems, gold, silver or platinum, silverware and service sets, china sets, crystal or figurines, fur or fur garments, antiques, heirlooms, oriental rugs, tapestries, rare collectable items, objects of art, paintings, sculptures, or articles of intrinsic value including deeds, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, travel documents, or personal forms of identification, hobby collections and exhibits if not specifically listed on the Bill of Lading or, if not on the Bill of Lading, on Carrier's high or extraordinary value inventory form pursuant to the requirements of this Rule. Other items may also fall into this category and must be identified as provided in this Rule.
- (D) All items included in the shipment that are considered to be of inherent or extraordinary (unusual) value as defined in this Rule, must be specifically identified and Carrier must be advised that they are included in the shipment.
- (E) The purpose of identifying articles of inherent or extraordinary value as provided in this Rule is so that Carrier will be aware of those articles which may require special handling and protection. The notification by listing the articles on the Bill of Lading or, if not on the Bill of Lading, on Carrier's high or extraordinary value inventory form must be presented to the lead packer before packing begins for Carrier packed articles of extraordinary or unusual value items and to the van

ISSUE DATE: October 9, 2025

EFFECTIVE DATE: November 8, 2025

operator before loading begins for non-packed or owner packed items. Owner packed cartons containing articles of extraordinary or unusual value items must be left open for the van operator to view and seal.

- (F) Owner (shipper) agrees that any claim for loss or damage must be supported by proof of value and understands settlement will be based upon the information furnished in writing and signed by Shipper, and the declaration of value contained on the accompanying Bill of Lading, the Bill of Lading terms and conditions, the tariff in effect at the time of the shipment, Carrier's high or extraordinary value inventory (if used) and all pertinent information available to Carrier. If articles having a value in excess of \$2,000 in value or \$100 per pound per article are not listed on the Bill of Lading or, if not on the Bill of Lading, on Carrier's high or extraordinary value inventory form, Shipper's signature on the Bill of Lading attests to the fact that such articles are not included in the shipment.

RULE 5

CLAIMS

(a) Claims Filing Required:

As a condition precedent to recovery, claims for loss, damage, injury, contamination or delay of property or overcharge will not be voluntarily paid by Carrier unless filed electronically via Carrier's website, or in writing with the Carrier within 15 days of the date of delivery of the involved shipment or, in case of failure to make delivery, then within 15 days of the date of the Bill of Lading; and shall be accompanied by a paid freight bill or receipt for tariff charges, if not previously submitted to Carrier. Carrier may require certified or sworn statement of claim. Suits shall be instituted against Carrier only within 2 years and 1 day from the day when Carrier has given electronic or written notice to the claimant that Carrier has disallowed the claim or any part or parts thereof specified in the notice. Delivery for all purposes shall be deemed to include, but not be limited to: delivery to the consignee or the consignee's actual or apparent agent or representative, delivery to the address or location specified in the Carrier's shipping system, delivery to any person present at the address specified in the Carrier shipping system or delivery to a reasonable alternate address or location. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, such claims shall be deemed waived and will not be paid.

(b) Minimum Filing Requirements:

A written or electronic communication (when filed electronically via service@boomerangstorage.com, from a claimant filed with Carrier within the time limits specified in the Bill of Lading or contract of carriage for transportation for loss or damage to property transported or accepted for transportation, and must (i) containing facts sufficient to identify the shipment (or shipments) of property involved, (ii) asserting liability of Carrier for alleged loss, damage, injury, or delay, and (iii) making claim for payment of a specified or determinable amount of money, shall be considered as sufficient compliance with the provisions for filing claims embraced in the Bill of Lading or contract of carriage.

(c) Documents or reporting methods not constituting proper claims under this Rule:

Text, SMS, social media postings or similar messages from or posted by customer to Carrier, bad order reports, appraisal reports of damage, notations of shortage or damage, or both, on freight bills, the Bill of Lading, delivery receipts, or other documents at time of delivery, or inspection reports issued by Carrier or their inspection agencies, whether the extent of loss or damage is indicated in dollars and cents or otherwise will, standing alone, not be considered by Carrier as sufficient to comply with the minimum claim filing requirements specified in this Rule.

ISSUE DATE: October 9, 2025

EFFECTIVE DATE: November 8, 2025

(d) **Claims filed for uncertain amounts:**

Whenever a claim is presented against Carrier for an uncertain amount, such as \$100 more or less, Carrier will determine the condition of the shipment involved at the time of delivery by it, if it was delivered, and will ascertain as nearly as possible the extent, if any, of the loss or damage for which it may be responsible. It will not however, voluntarily pay a claim under such circumstances unless and until a formal claim in writing for a specified or determinable amount of money has been filed in accordance with the provisions of this Rule.

(e) **Concealed items:**

Carrier shall be immediately notified of all claims for concealed damage and shall be given reasonable opportunity to inspect alleged concealed damage in original shipping cartons, packing materials and contents. Upon discovery of concealed damage or shortage, the Shipper or consignee must refrain from moving and attempting to repair, or disposing of an allegedly damaged item, or its packing, if any. Moving or disposal of an allegedly damaged item by Shipper or consignee prior to Carrier's inspection will be construed as a denial of Carrier's reasonable opportunity to inspect the allegedly damaged item and its packing. Carrier will promptly and thoroughly investigate the claim after receipt of claim meeting the requirements described in subsection (b), above.

(f) **Supporting documents:**

For each article, the nature and extent of such damage, the basis for the amount claimed, i.e., date article purchased, original cost, amount of depreciation, actual cash value at time of loss or damage and, in the case of damage, a repair estimate.

(g) **Verification of loss:**

When an asserted claim for loss of an entire package or an entire shipment cannot be otherwise authenticated upon investigation, the Carrier will obtain from the consignee of the shipment involved a certified statement in writing that the property for which the claim is filed has not been received from any other source.

(h) **Satisfaction of claims:**

1. Shipper's obligation to pay the established tariff rates and charges for the services rendered by Carrier shall be a condition precedent to investigation and disposition of claims as provided herein.

2. Where Shipper fails to select one of the options on the Bill of Lading for placing a value on the goods entrusted to Carrier for transport, whether by inadvertence or any other reason, if Shipper has filed a timely claim as provided in this Rule, it is agreed Carrier's maximum liability shall be limited to and not exceed \$1.25 times the weight of the shipment in pounds. Where the weight of the shipment is unknown, it is agreed that a constructive weight of 7 pounds per cubic foot of loaded van space shall be applied by Carrier. Regardless of whether the weight of the shipment is actual or a constructed weight based on 7 pounds per cubic foot, a charge will be collected by Carrier for such shipment value at the then applicable valuation charge (zero deductible) in this tariff and added by Carrier to the transportation charge for shipment. Carrier's responsibility for settlement shall be limited for damaged article(s), at Carrier's option, to repair, replacement or cash settlement of the cost of repair or replacement after in all cases taking into account depreciation for such damaged article(s); for lost article(s), at Carrier's option, replacement of articles of like kind and quality or the cost of such replacement after in all cases taking into account depreciation for such lost article(s).

3. Where Shipper selects Option A on Carrier's Bill of Lading as Shipper's declaration of value, where Shipper has filed a timely written claim as provided in this Rule, Carrier's maximum liability for loss or damage shall be limited to sixty cents per pound per article.

4. Where Shipper selects Option B, C or D on Carrier's Bill of Lading as Shipper's declaration of value, where Shipper has filed a timely written claim as provided in this Rule, Carrier's maximum liability for loss or damage shall be limited to depreciated value at the time of loss: for damaged article(s), at Carrier's option, to repair, replacement or cash settlement of the cost of repair or replacement after in all cases taking into account depreciation for such damaged article(s), not to exceed the declared value of the shipment; for lost article(s), at Carrier's option, replacement of articles of like kind and quality or the cost of such replacement after in all cases taking into account depreciation for such lost article(s), not to exceed the declared value of the shipment.

5. For article(s) claimed by Shipper to fall within the definition of articles of peculiarly inherent or extraordinary (unusual) value which are a part of the shipment but which have not been disclosed to Carrier as provided in Rule 4 (Articles of Extraordinary Value) as a condition of acceptance for safe transport, where Shipper has filed a timely written claim as provided in this Rule, Carrier's maximum liability for loss or damage to such article(s) will be limited to \$1.25 per pound, not to exceed the declared value of the shipment.

(i) No Liability for Damage Arising After Delivery; Owner's Risk:

Carrier's liability for goods shall cease when the property has been delivered to and receipted for by the owner, consignee or Shipper or the authorized agent of either, except as to damage noted at time of delivery. When Carrier is directed to unload or deliver property (or render any service) at a place or places at which the consignee or its agent of Shipper is not present, the property shall be at the risk of the owner after unloading or delivery. This subsection will also apply if delivery of the goods is frustrated by application of Rule 19 (Impractical Pick-Up or Delivery).

(j) No Liability for Damage Arising Before Tender to Carrier; Owner's Risk:

Where Carrier is directed to load property from (or render any services at) a place or places at which the consignor or agent of Shipper is not present, the property shall be at the risk of the owner before loading. This subsection will also apply if delivery of the goods is frustrated by application of Rule 19 (Impractical Pick-Up or Delivery).

(k) Sets:

Carrier's liability with regard to sets or matched pieces shall be limited to repair or replacement of the lost or damaged piece or pieces only and shall not extend to repair, replacement or recovering of the entire set, but in no event to exceed the value declared by Shipper, or where no value is declared, the deemed released value at \$1.25 per pound per article.

(l) Set-Offs Prohibited:

At no time shall Shipper deduct or offset any cargo claim or other alleged claim against charges owed to Carrier. Shipper is responsible for paying the established tariff rates and charges and may not offset any part of such freight charges on any outstanding loss and/or damage, overcharge or over-collected claim.

(m) Constructive weight – in general:

In the event of loss, when actual weight of shipment is unknown, a constructive weight of 7 pounds per cubic foot of properly loaded van space or container shall be deemed to apply as the unit of measurement for purposes of fixing Carrier's liability.

ISSUE DATE: October 9, 2025

EFFECTIVE DATE: November 8, 2025

(n) Constructive weight of packed interior shipping containers:

When the liability of the Carrier is to be measured by the weight of the article lost or damaged and such article is packed in an interior-shipping container, in the absence of specific evidence to the contrary, such interior-shipping container will be deemed to have the following weight:

CONTAINER	WEIGHT PER CONTAINER (In pounds)
DRUM, DISH-PACK	60
CARTONS: Less than 3 CFT	25
3 Less than 4-1/2 CFT	30
4-1/2 Less than 6 CFT	35
6 Less than 6-1/2 CFT	45
6-1/2 CFT and over	50
Wardrobe Carton	50
Mattress or Box Spring Carton (Not exceeding 39" X 80")	55
Mattress or Box Spring Carton (Not exceeding 54" X 75")	60
Mattress or Box Spring Carton (Exceeding 54" X 75")	80
Crib Mattress Carton	22

Note 1: Cartons containing books or phonograph records will be deemed to weigh 50 pounds.

Note 2: Cartons containing lampshades will be deemed to weigh 10 pounds.

Note 3: Items not identified on the inventory as to contents will be settled for the heaviest weight on the schedule for the container.

(o) Ready-to-Assemble Furniture of Particleboard Construction:

Ready-to-assemble furniture of particleboard construction is generally not made to withstand the rigors of normal transportation. Carrier will not be responsible for any damage resulting from the inherent weakness of the construction of this type of furniture. It is solely the responsibility of the shipper, either personally or through the employment of third party services, to ensure disassembly of this type of furniture prior to loading and assembly after shipment. Carrier will not prepare for shipment, nor ship, assembled ready-to-assemble particleboard furniture without signature of waiver of liability on Carrier's particleboard furniture form.

(p) Salvage:

Whenever property transported by a Carrier is damaged or alleged to be damaged and is, as a consequence thereof, not delivered or is rejected or refused upon tender thereof to the owner, consignee, or person entitled to receive such property, Carrier, after giving due notice, whenever practicable to do so, to the owner and other parties that may have an interest therein, and unless advised to the contrary after giving such notice, will undertake to sell or dispose of such property directly or by the employment of a competent salvage agent. Carrier will only dispose of the property in a manner that will fairly and equally protect the best interests of all persons having an interest therein. Carrier will make an itemized record sufficient to identify the property involved so as to be able to correlate it to the shipment or transportation involved, and claim, if any filed thereon. Carrier also will assign to each lot of such property a successive lot number and note that lot number on its record of shipment and claim, if any claim is filed thereon.

Upon receipt of a claim on a shipment on which salvage has been processed in the manner herein before described, Carrier will record in its claim file thereon the lot number assigned, the

amount of money recovered, if any, from the disposition of such property, and the date of transmittal of such money to the person or persons lawfully entitled to receive the same.

Whenever disposition of salvage material or goods shall be made directly to an agent or employee of a Carrier or through a salvage agent or company in which the Carrier or one or more of its directors, officers, or managers has any interest, financial or otherwise, that Carrier's salvage records shall fully reflect the particulars of each such transaction or relationship, or both as the case may be.

(q) Governing Document(s) for Settling Claims

AMSA Joint Military/Industry Table of Weights and Depreciation Guide

used by Carrier to ascertain weights and measurements for purposes of calculating Shipper loss/damage claim(s) when appropriate to establish Carrier's legal liability for application of depreciation and when Shipper releases goods by selecting Option A on Carrier's Bill of Lading and/or for storage where the goods are released to \$.60/lb. per article.

RULE 6

INSURANCE

Shippers desiring cargo insurance, all risk insurance, or another form of insurance are required to purchase such insurance from a third party. It will be the responsibility of Shipper to arrange additional insurance coverage which coverage is to cover value of the property in excess of agreed or declared value of Carrier's legal liability due to the reduced rates provided herein. Upon request of Shipper, Carrier may, at its option and subject to availability, arrange to provide "Certificates of Insurance" issued by an independent insurance company. When such insurance coverage is arranged by Carrier, Carrier will not assume responsibility for the limits of coverage, amount of the insurer's charges, nor for the quality of their services. The cost of any insurance in the name of Shipper will be borne by Shipper and will not be assumed by Carrier.

RULE 7

IMPRACTICABLE OPERATION AND RESTRICTIONS

Carrier shall not be obligated to perform pick-up or delivery or render any services at a place or places where it is impracticable to operate vehicles, moving equipment or personnel because of:

- (A) The condition of roads, streets, driveways, alleys or approaches thereto;
- (B) Inadequate loading or unloading facilities;
- (C) Force majeure events: (a) acts of God; (b) hostile or warlike action, rebellion, civil commotion, riot, the public enemy or terrorism, including action in hindering combating or defending against any such actual, impending or expected occurrence; (c) action by government or public authority; (d) anything required to be done by quarantine regulation, disease or epidemic; or (f) insurrection, strikes, labor disputes, riots, acts of nature, the public enemy, the authority of law, the existence of violence, or threat thereof – including gang violence, disturbances tending to create reasonable apprehension of danger to persons or property, or any act beyond the control of Carrier from entering premises where pickup or delivery is to be made;

- (D) Restrictions of streets, highways, bridges, or other structural impairments; and
- (E) Requirements of laws, ordinances, or regulations.

RULE 8**INSPECTION OF ARTICLES**

When Carrier believes that it is necessary for the contents of packages to be inspected, Carrier shall make or cause such inspection to be made, or require other sufficient evidence to determine the actual character of the articles tendered to Carrier for transport.

RULE 9**ARTICLES NOT ACCEPTED FOR TRANSPORT**

Carrier will not accept for shipment, and will not assume any liability whatsoever for:

- (A) Books of account, bills, currency, deeds, evidence of debt, money, notes, securities, letters of credit, bullion, stock certificates, credit cards, debit cards, stored value cards, smart cards, electronic fund transfer cards or access devices used for deposit, withdrawal or transfer of funds. Should such articles come into the possession of the Carrier without its knowledge, responsibility for safe delivery will not be assumed.
- (B) Articles liable to contaminate, impregnate, infest or otherwise damage equipment or other property. By example, this would include property exposed to mold, mold spores or mildew prior to delivery to Carrier.
- (C) Articles which cannot be taken from or placed into the premises without damage to the article or the premises, except after notice to Shipper or consignee, and such articles be removed or delivered, as the case may be, at owner's risk and damage, if any, to the premises shall also be at owner's risk.
- (D) Articles such as frozen foods, articles requiring refrigeration, plants, birds, fish or other animals; and Carrier will not assume liability or responsibility for any damages to its lading caused by such prohibited articles.
- (E) Hazardous materials such as compressed gases (i.e., propane tanks, butane), corrosive products (i.e., lithium-ion or NiCd batteries and battery acid), substances that are toxic or poisonous (i.e., pesticides, cleaning fluids), reactive, volatile or combustible liquids (i.e., linseed oil, motor oil, kerosene), flammable solids or liquids (i.e., safety matches, mineral spirits, turpentine, acetone, ethanol), explosive. Any person or persons, whether as principal or agent, concealing such articles shall be liable for, and indemnify Carrier against all loss or damage caused by shipping of such goods and Carrier shall be released from any duties imposed by law or otherwise and shall not be liable for safe delivery of the shipment.
- (F) Gun(s) and/or ammunition.
- (G) Articles subject to this Rule may be warehoused at owner's risk and expense or destroyed without compensation.

RULE 10**MARKING AND PACKING**

- (A) All shipments must be so prepared or packed as to ensure safe transportation – primarily from shock and vibration, with ordinary care on the part of Carrier.
- (B) Packages containing fragile articles or articles consisting wholly or in part of glass, or earthenware when packed by Shipper or his/her agent particularly susceptible to damage in the ordinary course of transit, must be boxed, barreled, or crated and marked by plain and distinct lettering that designates the fragile character of contents and the need for care in handling, as to ensure safe transportation with ordinary care; if not so packed and

ISSUE DATE: October 9, 2025**EFFECTIVE DATE: November 8, 2025**

plainly marked to indicate the nature of the contents, Carrier shall not be liable for damage or purported loss and transported as owner's risk.

- (C) When articles of furniture, consisting wholly or in part of glass are covered or wrapped by Shipper or his/her agent, such articles shall be wrapped in a manner to clearly expose glass surfaces or glass portions and transported as owner's risk.
- (D) Where articles are improperly packed, crated, or boxed and by reason thereof the contents are more susceptible to damage, Carrier may arrange to have such articles properly packed and charged to the Shipper as an accessorial charge for hourly labor as shown in this tariff.

RULE 11**PARTS OR PIECES OF A COMPLETE ARTICLE**

Each shipping piece or package and contents thereof shall constitute one article except for the total component parts of any article taken apart or knocked down for handling or loading in vehicle, shall constitute one article for the purpose of determining the Carrier's liability as provided in Rule 3 (Declaration of Value Liability Limitation).

Note: When an entire shipment is transported in containers, lift vans or shipping boxes, each shipping box, package, piece or loose item not enclosed within a package in such containers, lift vans, or shipping boxes will constitute the article.

RULE 12**SHIPMENTS ACCEPTED**

Shipper is advised shipments are accepted subject to all ordinances or laws governing or regulating the transportation of property or use of equipment, vehicles and facilities. Where any party engaging Carrier – generally, but not always, a social service agency(s) – has provided to Carrier an erroneous description of the nature, size or amount of property to be moved or fails to advise Carrier of any unusual conditions existing at origin or destination, Carrier will upon delivery of same, attempt to contact said party and offer to transport all or any portion of the property pursuant to actual conditions encountered subject to rates and charges contained herein. Where Carrier (a) cannot establish contact; or (b) approval cannot be obtained, Carrier will terminate the job without liability. In the event Shipper, consignee, owner or third-party payer, refuses to authorize revised service rates and charges subject to actual conditions and circumstances confronting Carrier, Carrier will terminate the job without liability subject to Carrier's minimum charge provided herein for use of Carrier's equipment and personnel which were furnished but not used.

RULE 13**DISASSEMBLY AND REASSEMBLY**

Carrier will NOT assemble or reassemble any article embedded in the ground or secured to a building, nor assemble or disassemble any outdoor articles such as steel utility buildings or cabinets, swing sets, slide, sky rides, jungle gyms, trampolines, or other outdoor articles of similar nature, nor the assemble or disassemble unusual articles found inside a building such as steel shelving, pool tables, elongated work tables, counters, etc.

Carrier will NOT arrange for such services to be performed by third parties.

RULE 14**ADVANCED CHARGES**

Charges advanced by Carrier for truck rental fees necessitated by application of Rule 19 (Impractical Pick-Up or Delivery) and for services of others engaged at the request of Shipper, owner or consignee, as the case may be, are in addition to and shall be collected with all other lawful rates and charges established in this tariff. When Carrier engages the services of third persons at the request of and as agent for Shipper, Carrier will not assume responsibility for their activities or conduct, amount of their charges, nor for the quality or quantity of the services furnished.

Charges for auxiliary service necessitating Carrier to procure rental units in order to make pick up or delivery by application of Rule 19 (Impractical Pick-Up or Delivery) will be deemed an Advance Charge.

RULE 15**USE OF VEHICLE AND DRIVER**

Carrier will not supply vehicle without driver.

RULE 16**WAITING OR DELAY**

Rates and charges for any waiting time or delay will apply and shall be charged as an assessorial for hourly labor when vehicle is held for convenience of Shipper or consignee, through no fault of Carrier.

RULE 17**SERVICING SPECIAL ARTICLES**

- (A) Upon request of Shipper, owner or consignee of the article, Carrier may, subject to subparagraph (B) below, service Special Articles at origin and destination at the transportation and service rates provided in Schedule A, as amended. Such service does not include removal or installation of articles secured to the premises; or plumbing (gas or water), electrical or carpentry services necessary to disconnect, remove, connect and install such articles and appliances.
- (B) If Carrier does not possess the qualified personnel to properly service Special Articles, Carrier may upon request of Shipper, owner or consignee and as agent for them, engage third parties to perform the servicing. When Carrier engages the services of third persons at the request of and as agent for Shipper, owner or consignee, Carrier will not assume responsibility for their activities or conduct, amount of their charges, nor for the quality or quantity of the services furnished.
- (C) All charges of third parties must be paid by Shipper, and are in addition to all other lawful rates and charges established in this tariff. Such charges may be advanced by Carrier, and billed as Advanced Charges as provided herein.
- (D) Except as otherwise provided herein, the services covered by this tariff do not include the handling, loading or unloading of any single article weighing 400 pounds or more. Shipper must provide the extra handling, loading or unloading in every instance, or if Carrier has additional personnel and equipment available, such Additional Services upon request of Shipper may be provided by Carrier at charges shown in this tariff. When necessary, such articles must be securely braced and blocked, and when such bracing or blocking require material not forming part of the regular equipment of the vehicle, or extra labor, such material and labor must be furnished by Shipper.

ISSUE DATE: October 9, 2025**EFFECTIVE DATE: November 8, 2025**

- (E) As used in this Rule, Special Articles include articles or appliances such as certain articles as defined in this tariff as articles of peculiarly inherent or extraordinary (unusual) value, which article, in the Carrier's judgment requires special packing and/or handling, refrigerators, deep freeze cabinets, radios, record players, washing machines, television sets, video cassette recorders, clothes dryers, microwave ovens, computers, electronic games, stereo equipment, HiFi equipment, clocks, satellite dishes, hot tubs, bathtubs, whirlpool baths, air conditioners, safes and the like which, if not properly serviced, may be damaged in, or incident to, transit; nor is liability assumed for any such damage unless said articles or appliances are serviced and unserved as provided in this Rule.

RULE 18**PAYMENTS**

- (A) Carrier shall have the right to retain possession of any property transported by it and may place the same in storage at the charge and expense of Shipper until all tariff rates and charges thereon due at delivery established herein have been paid in cash, money order, certified check or credit card, except where other satisfactory arrangements have been made between Carrier and Shipper prior to Carrier's performance hereunder.
- (B) Nothing herein shall limit the right of Carrier to require, at time of or before shipment, the prepayment in part or in full to guarantee the payment of charges.
- (C) Past due accounts are subject to interest at the rate of 18% per annum or the maximum legal rate (whichever is less).
- (D) At no time shall Shipper deduct or offset any cargo claim or other alleged claim against charges owed to Carrier. Shipper is responsible for paying the lawful tariff rates and charges established herein and may not offset any part of such freight charges on any outstanding loss and/or damage, overcharge or over-collected claim. Shipper's recourse against Carrier for claims of loss or damage to the goods is limited to following the rule in this tariff governing the time and manner for presenting written claims for loss or damage and commencing suits thereon – by application of the claims processing procedures of Rule 5 (Claims).
- (E) Property not removed by the party entitled to receive it, after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination has been made, or if the consignee refuses the shipment tendered for delivery or Carrier is unable to make delivery of the shipment because of fault or mistake of the consignor or consignee, then such property may be kept in vehicle, warehouse or place of business of Carrier, subject to all lawful charges established herein and Carrier's responsibility as warehouseman only, or at the option of Carrier, may be removed to and stored in a public warehouse or other storage facility such as a self-storage facility at the point of delivery or at other available point, or if no such warehouse is available at point of delivery or other available point, then in other available storage facility, at the cost of the owner, and there held without liability on the part of Carrier, and subject to a lien for all transportation and other lawful charges, including a reasonable charge for storage. Where delivery cannot be made as provided by this sub-paragraph, Carrier shall promptly attempt to provide notice, by telephonic or electronic communication as provided on the face of the Bill of Lading, if so indicated, to the Shipper or the party, if any, designated to receive notice on the Bill of Lading, showing the warehouse or other storage facility in which such property has been placed, subject to the provisions of this sub-paragraph.
- (F) The Shipper, 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

ISSUE DATE: October 9, 2025**EFFECTIVE DATE: November 8, 2025**

all unpaid rates and charges payable on account of a shipment including, but not limited to, sums advanced or disbursed by Carrier on account of such shipment such as Advanced Charges. The extension of credit either to Shipper or consignee for such unpaid freight 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 on demand by Carrier.

- (G) Carrier may elect to accept VISA, MasterCard, Discover and American Express (AMEX) as payment for all rates and charges, subject to pre-approval and the following conditions: (1) this Rule applies on shipments transported between point in the United States (except Alaska and Hawaii), and (2) application of this Rule is subject to authorization from the credit card issuer/service on each individual shipment prior to acceptance by Carrier.

RULE 19**IMPRACTICAL PICK-UP OR DELIVERY**

- (A) It is the responsibility of Shipper, consignee or owner to make shipment accessible to Carrier or accept delivery from Carrier at a point at which the road haul vehicle may be safely operated.
- (B) When it is impractical for Carrier to perform pick-up of shipment at origin address or to complete delivery of shipment at the destination address with normally assigned road haul equipment – due to the structure of the building(s), its inaccessibility by highway, inadequate or unsafe public or private road, overhead obstructions, narrow gates, sharp turns, trees, shrubbery, the deterioration of roadway due to rain, flood, snow, nature of an article or articles included in the shipment, or Shipper, consignee or owner lacks access for Carrier to gain entry to the premises – Carrier shall hold itself available at point of pick-up or tender delivery at destination at the nearest point of approach to the desired location where the road haul equipment can be made safely accessible.
- (C) Upon request of Shipper, consignee or owner of the property, Carrier will use or engage smaller equipment than its normal road haul equipment or provide extra labor for the purpose, if possible for accomplishment, of transferring the shipment between the residence and the nearest point convenient or assessable to Carrier's vehicle(s). Charges for the auxiliary service described in this Rule to cover truck rental fees for additional vehicle (if used expressed as an Advance Charge), the accessorial hourly labor to cover pick-up and drop-off of said vehicle and extra labor and hours to accomplish delivery pursuant to this Rule will be at transportation and service rates provided in Schedule A and set forth on the Bill of Lading and shall be in addition to all other transportation rate, charge or additional services.
- (D) If Shipper, consignee or owner does not accept the shipment at the nearest point convenient or assessable to Carrier's vehicle(s) to the destination address, Carrier may place the shipment, or any part thereof that is not reasonably possible for delivery, in storage at the place of business of Carrier, or at the option of Carrier, in a public warehouse or other storage facility such as a self-storage facility, subject to a lien for all lawful charges, including a reasonable charge for storage. Transportation charges or rates to apply for such service shall be the applicable tariff rate. The liability on the part of Carrier will cease when the shipment is unloaded into the warehouse or other storage facility and the shipment shall be considered as having been delivered.
- (E) It is the responsibility of Shipper, consignee or owner of the goods to make said goods available to Carrier where its location to be shipped from or delivered to is (a) accessible by permanent stairway (ladders do not qualify as a permanent stairway); (b) adequately lighted; (c) has a flat continuous floor; and (d) sufficiently high overhead clearance for the

ISSUE DATE: October 9, 2025**EFFECTIVE DATE: November 8, 2025**

work which allows a person to stand upright at all times; or otherwise confining to create a risk to Carrier's personnel due to limited space or high or low temperature. If access to the goods is/are deemed unsafe by Carrier to conduct loading or unloading Carrier may terminate the job without liability, or goods delivered to nearest area that can be safely accessed in the Carrier's sole judgment.

- (F) If, in Carrier's reasonable judgment, transportation services at pick-up or delivery may involve damage to real property due to conditions at origin or destination, after notice to Shipper, consignee or owner, such party may order Carrier to proceed with transportation services at the risk and liability of Shipper, consignee or owner. Said order shall be in writing, signed or initialed by the person with proper authority to do so, and shall release Carrier from any and all loss or damage to real property.

RULE 20**WARHOUSE PICK-UP OR DELIVERY**

- (A) Except as otherwise provided herein, if shipment is delivered to or picked up at a warehouse or storage facility, the rates for transportation include only the loading or unloading at door, platform, or other point convenient or accessible to Carrier's vehicle(s). Unless consignee, beneficial owner or third-party payer authorizes Carrier to open all packages, unwrap, or remove blanket(s) on all item(s) where content/condition otherwise concealed and prepare an inventory of their contents (all at an added charge), all packages will be accepted for transportation marked "PBO" (meaning packed by others), designating that the contents and condition of contents are unknown to Carrier.
- (B) Shipper notification process to pick up shipment by rental truck or other carriers: Shipper must provide a minimum of 48-hours notice to pick up their shipment. Carrier will schedule an appointment to allow shipper to remove items in their shipment. Insurance rules may restrict shippers and/or third-party carriers to remain within designated area in the Carrier's warehouse.
- (C) As Shipper, consignee or beneficial owner has the burden to prove "good order and condition" at the time the property is tendered to Carrier for carriage, such orders to release the goods to third-parties without authorizing Carrier to open all packages, unwrap, or remove blanket(s) on all item(s) where content/condition otherwise concealed and prepare an inventory of their contents (all at an added charge) effectively forecloses Carrier's liability for so-called "concealed" loss or damage claim and therefore is not recommended.

RULE 21**HOISTING AND LOWERING**

- (A) Hoisting or lowering service will be performed only at points where Carrier possesses necessary equipment and experienced personnel to perform such service, weather conditions permitting and at rates and charges as provided herein.
- (B) Otherwise, upon request of Shipper, owner or consignee of the goods, Carrier as agent of and in behalf of Shipper, owner or consignee, as the case may be, will endeavor to arrange for qualified service, if available, at the expense of Shipper, owner or consignee of the goods in the first instance or, if advanced by Carrier, paid by Shipper as Advanced Charges, as provided herein. In such instances, Carrier will not be responsible for damage to shipment or property.

RULE 22**ESTIMATES**

Carrier cannot quote a firm price on a move from a residence or an establishment to another point if a public way is to be used.

All written or electronic estimates or quotations are not guarantees. Any written or electronic estimate or quotation is subject to Carrier's lawful rates and charges established herein.

RULE 23**EXPLANATION OF HOLIDAY**

Except as otherwise provided herein, the following days will be considered holidays wherever reference is made to a holiday or holidays in this tariff (SEE NOTE):

New Year's Day (January 1)	Labor Day (1 st Monday in September)
Martin Luther King's Birthday (3 rd Monday in January)	
President's Day (3 rd Monday in February)	Columbus Day (2 nd Monday in October)
Memorial Day (Last Monday in May)	Veteran's Day
Easter	Thanksgiving Day (4 th Thurs, in November)
Independence Day (July 4)	Christmas Day

NOTE: When a day other than the actual date is set aside by the State to be observed as that holiday, such day will be considered a holiday.

Carrier may be closed and may not operate on some of these holidays.

RULE 24**TIME BASIS RATES - COMPUTATION**

- (A) Rates for Carrier's transportation services covering movements of household goods and property as described in Rule 1(A), crated, uncrated or in containers, on an hourly basis up to and including all points in Massachusetts are dependent upon the value declared or agreed upon in writing as the released values of the property not exceeding \$0.60 per pound per article. For transportation and service rates to apply on shipments where the declared value exceeds \$0.60 per pound per article, a valuation charge as applicable shall be added to the rate with pricing as outlined on Schedule C, as amended.
- (B) Unless otherwise provided herein, time rates will be computed at the hourly rate applicable from the time vehicle, helpers or supervisors leave Carrier's terminal until the arrival back at the terminal and of unloading, less time spent for meals, vehicle breakdown or repair, subject to the following:
- (C) Charges based on time shall be computed by multiplying the hourly rate by the time involved. Fractions of an hour will be disposed of as follows:
 - a. Where the time involved is less than 15 minutes, charge one quarter hour.
 - b. When in excess of 15 minutes, but not more than thirty (30) minutes, charge one-half hour.
 - c. When in excess of 30 minutes, but not more than forty-five (45) minutes, charge for three-quarters of an hour.
 - d. When in excess of 45 minutes charge for one hour.

ISSUE DATE: October 9, 2025

EFFECTIVE DATE: November 8, 2025

RULE 25**HOURLY MINIMUM**

The hourly rate will be subject to a three (3) hour minimum.

RULE 26**LABOR CHARGES**

Regular time and overtime labor charges cover all additional services for which no charges are otherwise provided in this tariff, as amended, when such services are requested by Shipper. Such charges shall be an accessorial labor charge and shall be in addition to all other charges accruing on any involved shipment. The charge per person furnished, shall be equal to the total number of hours consumed, plus traveling from Carrier's terminal and return thereto (less meal time or breakdown) multiplied by the applicable hourly rate for mover per-person as provide in Schedule A, as amended and as may be the case in this tariff. See Rule 24(C) (Computation of time) for computation of accessorial labor charge provided in this Rule.

RULE 27**FURNISHING HELPERS**

- (A) Carrier reserves the right to furnish the number of helpers necessary, in the opinion of Carrier, to properly handle shipments to be transported.
- (B) On request of Shipper, Carrier will furnish helpers in addition to number considered necessary by the Carrier at the applicable rates for such additional labor.
- (C) Shipper can refuse to authorize additional helpers Carrier considers necessary. In such event, Carrier will terminate job subject to Carrier's minimum charge provided herein for use of Carrier's equipment and personnel which were furnished but not used.

RULE 28**TRAVEL TIME**

Carrier's travel time shall be charged out according to the applicable rates in Schedule A when services are furnished on an hourly basis. Carrier shall use Google Maps to calculate the time representing the estimated travel time from the location of the last point of service (typically the destination on the Bill of Lading) to Carrier's terminal, at the end of the workday and shall include that time as part of the total time for computing Carrier's hourly rates for the service at the point of purchase. Such time shall be expressed on the Travel Time section of Bill of Lading.

RULE 29**MILEAGE AND INTERMEDIATE APPLICATION**

- (A) Except as otherwise provided herein, where rates or charges are based on mileage, the distance or mileage shall be that shown by an Internet distance calculator (i.e., Google Maps). Fractions will be dispensed with as follows: Where distance is the fraction 0.5 mile or above, Carrier rounds up to the next whole number; where distance is the fraction less than 0.5 mile, Carrier rounds down to the lower whole number.

FOR EXAMPLE: Origin Address to Destination Address on bill of lading shows 26.5 miles, the actual rate or charge will be calculated based on 27 miles.

ISSUE DATE: October 9, 2025

EFFECTIVE DATE: November 8, 2025

(B) If Shipper requests a longer route than the shortest practical route as shown in an Internet distance calculator (i.e., Google Maps), the mileage over the longer route as shown therein will apply.

(C) If mileages are not shown from any point of origin to any point of destination in an Internet distance calculator (i.e., Google Maps), the mileage from or to the principal town in which each community is located shall apply.

FOR EXAMPLE: Green Bush is seen to be a part of Scituate. Therefore, Green Bush takes Scituate mileage.

(D) If transportation and service rates are not shown herein for the actual distance provided in an Internet distance calculator (i.e., Google Maps), the rate shown for the next greater distance shall apply.

(E) Whenever mileage is in dispute, the Milo Mileage Guide shall be used to determine mileage.

RULE 30

ELECTRONIC DOCUMENTS AND SIGNATURES

1. Electronic Documents and Electronic Signatures

Use of "electronic documents and "electronic signatures" as defined in the notes below by Carrier and Shipper is optional. Both Carrier and Shipper must agree to the use of electronic documents and electronic signatures in lieu of using traditional paper methods.

2. Legal Effect

Any and all electronic documents and electronic signatures shall have the same legal effect, validity, and enforceability as traditional paper documents.

3. Notes

(i) Electronic documents means electronic versions of any and all documents and forms required by this Tariff and/or Massachusetts General Laws, Chapter 159B, Chapter 106, Article 7 of the Massachusetts Uniform Commercial Code and applicable regulations.

(ii) Electronic signature means a method of signing an electronic document or communication that: (1) identifies and authenticates the Carrier or Carrier's agent as the source of the electronic communication; (2) identifies the Shipper or Shipper's agent as the recipient of the electronic communication; and (3) indicates such Shipper or Shipper's agent's approval and/or acknowledgement of information contained in the electronic communication and/or electronic document.

(iii) If a document calls for the Shipper or Shipper's agent to make an election or declaration in his, her or its "own hand," or the like, such election or declaration when made electronically as provided by this Rule, shall have the same legal force and effect as if made on a paper document.

RULE 31**MERCHANT'S RESPONSIBILITIES
DESCRIPTION OF GOODS AND LIABILITY LIMITATION**

- (A) The description and particulars of the property defined in Rule 1(A)(ii) of a merchant (hereinafter the "Goods") set out on the face of a bill of lading and any description, particular or other representation appearing on the Goods, container or other packages, documents or inventories relating thereto are furnished by the merchant, and the merchant warrants to Carrier that the description, particulars and any representation made including, but not limited to, weight, content, measure, quantity, quality, condition, marks, numbers and values are correct.
- (B) The merchant warrants that it has complied with all applicable laws, regulations and requirements of customs, ports and other authorities and shall bear and pay all duties, taxes, fines, imposts, expenses and losses incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient marking, numbering, addressing or any other particular relative to the Goods.
- (C) The merchant further warrants that the Goods are properly marked and are packed in a manner adequate to withstand the ordinary risks of carriage having regard to their nature and in compliance with all laws, regulations and requirements which may be applicable.
- (D) No Goods that are or may become dangerous, inflammable or damaging or that are or may become likely to damage any property or person whatsoever shall be tendered to Carrier for carriage without Carrier's prior express consent in writing and without the container or other covering in which the Goods are to be transported being distinctly and conspicuously marked on the outside thereof so as to indicate the nature and character of any such articles and so as to comply with all applicable laws, regulations and requirements. If any such articles are delivered to Carrier without such written consent and marking or if in the opinion of Carrier the articles are or are liable to become dangerous, inflammable or damaging in nature, the same may at any time be destroyed, disposed of, abandoned or rendered harmless at the risk and expense of the merchant and without prejudice to Carrier's right to rates and charges.
- (E) The merchant shall be liable for all loss or damage of any kind whatsoever, including but not limited to contamination, soiling, detention and demurrage before, during and after the carriage of Goods caused by the merchant or any person acting on its behalf or for which the merchant is otherwise responsible.
- (F) The merchant and the Goods themselves shall be liable for and shall indemnify Carrier, and Carrier shall have a lien on the Goods for all expenses of mending, repairing, fumigating, repacking, recooling, bailing, reconditioning of the Goods and gathering of loose contents, also for expenses for repairing containers while in the possession merchant, for demurrage on Goods and any payment, expense, fine, dues, duty, tax, impost, loss, damage or detention sustained or incurred by or levied upon Carrier, vehicle(s), Goods, containers or other packages and for any action or requirement of any government or governmental authority or person purporting to act under the authority thereof, seizure under legal process or attempted seizure, as a result of incorrect or insufficient marking, numbering or addressing of Goods or other packages or description of the contents, failure of the merchant to procure consular, board of health or other certificates to accompany the Goods or to comply with laws or regulations of any kind imposed with respect to the Goods by the authorities at any port or place or any act or omission of the merchant. Carrier's lien shall survive delivery and may be enforced by private or public sale and without notice.

ISSUE DATE: October 9, 2025**EFFECTIVE DATE: November 8, 2025**

- (G) The merchant shall defend, indemnify and hold harmless Carrier against any loss, damage, claim, liability or expense whatsoever arising from any breach of the provisions of this Rule, or for any cause in connection with the Goods for which Carrier is not ultimately responsible.
- (H) The merchant is advised Carrier's rates are dependent upon value and is advised of the opportunity to declare a higher value in the bill of lading. Carrier's liability for loss or damage to goods is limited and as such, shall not exceed a value stated in the bill of lading, whether such value is declared by the merchant or is otherwise the agreed value. The merchant shall be required to state the agreed or declared value of the Goods on the bill of lading. Valuations shall be declared and stated in cents or dollars and cents per pound per article or stated as a lump sum per shipment. If the merchant declines to declare the value or declines to an agreed value, the shipment cannot be accepted. If by inadvertence the shipment is accepted by Carrier and no declaration of value has been made on the bill of lading, the shipment will be deemed released to a maximum value in dollars equal to .60 times the weight of the shipment in pounds. The agreed or declared value shall be deemed to relate to all services undertaken by Carrier or its agents and to each article separately and not to the shipment as a whole. The merchant may declare on specific articles, valuation in excess of value declared on the shipment, and each such article must be described and its excess declared value set forth in the bill of lading in the following form:

'Shipper hereby declares the value of the Property is stated by the Shipper to be not exceeding \$ _____ per pound per article and also agrees to pay the additional valuation charge.'

- (I) Value per pound per article in excess of \$0.60 cents – Unless, as provided in the preceding subparagraph, Carrier will not assume a greater valuation than \$0.60 cents per pound per article of any good tendered by a merchant. It will be the responsibility of Shipper to arrange additional insurance coverage which coverage is to cover value of the goods in excess of agreed or declared value of Carrier's legal liability due to the reduced rates provided herein.
- (J) Limitation of Liability. Unless there is negligence on the part of Carrier, Carrier shall not be liable for damage to the person or Goods of the merchant or any other person resulting from the transportation or services including failure to make delivery, short delivery, or non-delivery furnished by Carrier. In any event, for merchant, the Carrier shall not be liable in contract, in tort (including negligence and M.G.L. ch. 93A), strict liability or otherwise for any special, indirect, or consequential damages whatsoever including, but not limited to, loss of profits or revenue, loss of use of equipment, cost of capital, cost of temporary equipment, overtime, business interruption, spoilage of goods, claims of customers of the merchant or other economic harm, any penalties, fines, charge-backs, fees assessed by Shipper, consignee, or third party for failure to provide transportation or services up to and including specific transit times, scheduled deliveries, or failure to transfer documentation, including, but not limited to packing lists or customs forms and/or information from consignor to consignee.

SECTION III

RATES AND CHARGES

Carrier's rates and charges are set forth on the following Schedules, as amended.

SCHEDULE A**TRANSPORTATION AND SERVICE RATES**

This schedule shall be used to determine Carrier's transportation and service rates as provided in Rule 24.

STANDARD HOURLY RATES:

Standard hourly rates apply when service is performed Monday thru Saturday between the hours of 8:00 AM and 5:00 PM which do not fall on a holiday.

PREMIUM HOURLY RATES:

Premium hourly rates apply when service is performed Monday thru Saturday between the hours of 5:00 PM and 7:59 AM which do not fall on a holiday.

SUNDAY PREMIUM HOURLY RATES:

Sunday premium hourly rates differ, based on whether service is performed between the hours of 8:00 AM and 5:00 PM and between the hours of 5:00 PM and 7:59 AM.

HOLIDAY PREMIUM HOURLY RATES:

Holiday premium hourly rates apply when service is performed during any hour on the holidays Carrier is open for business as set forth in Rule 23 and differ, based on whether service is performed between the hours of 8:00 AM and 5:00 PM and between the hours of 5:00 PM and 7:59 AM.

**Non-peak
season
hourly
rates
(Sept. 16 –
Apr. 14):**

	Standard Hourly Rates	Premium Hourly Rates	Sunday Premium Rates (8:00 AM - 5:00 PM)	Sunday Premium Rates (5:00 PM – 7:59AM)	Holiday Premium Rates (8:00 AM – 5:00 PM)	Holiday Premium Rates (5:00 PM – 7:59 AM)
Foreman & vehicle	\$125	\$200	\$200	\$250	\$200	\$250
Additional Mover, Each	\$ 50	\$ 75	\$ 75	\$100	\$ 75	\$100

(Continued on next page)

BOOMERANG STORAGE LLC, dba BOOMERANG

M.D.P.U. NO. 31673

**Peak
season
hourly
rates (Apr.
15 – Sept.
15):**

	Standard Hourly Rates	Premium Hourly Rates	Sunday Premium Rates (8:00 AM - 5:00 PM)	Sunday Premium Rates (5:00 PM – 7:59AM)	Holiday Premium Rates (8:00 AM – 5:00 PM)	Holiday Premium Rates (5:00 PM – 7:59 AM)
Foreman & vehicle	\$135	\$210	\$200	\$250	\$200	\$250
Additional Mover, Each	\$ 55	\$ 85	\$ 75	\$100	\$ 75	\$100

Non-Peak Rates apply: September 16 – April 14

Peak Season Rates apply: April 15 – September 15

[Remainder of page blank.]

ISSUE DATE: October 9, 2025

EFFECTIVE DATE: November 8, 2025

SCHEDULE B**PIANO HANDLING AND OTHER CHARGES**

This schedule shall be used to determine Carrier's piano handling and other charges. Note: all charges stated are in addition to other rates/charges including Carrier's hourly rates and travel time.

Piano Handling Charge:

First floor to first floor: \$100.00; each additional flight: \$50.

Hot Tubs, Spas, Whirlpool Baths and Jacuzzis handling charge: \$250.00

Safe handling charge: \$100.00

Hoisting Service Charge:

- A. Crane: \$225 for first piece; \$75 for each additional piece.
- B. Hand hoist: \$45 for first piece; \$15 for each additional piece.

Box Delivery Service Charge: \$25 for orders under \$100.

Permit Service Charge:

- A. Hampden & Hampshire Counties \$120 per first truck; \$50 for each additional truck per location
- B. Franklin County: \$120 per first truck; \$50 for each additional truck per location
- C. Berkshire County \$120 per first truck; \$50 for each additional truck per location
- D. If permit includes meters, add \$15.00 per truck for each location

Police Detail (per officer): \$65 per hour

Overnight Hold Charge: \$200.00/night per truck.

Debris Removal Charge: \$ 250.00 per ton. Plus hourly transportation and service rates.

Toll and Ferry Charge:

Where delivery of any commodity covered by Rule 1(A) (Application of 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 charge will also apply on the return of Carrier's vehicle.

[Remainder of page blank.]

SCHEDULE C**VALUATION CHARGES****Declared Value of \$0.60 per pound per article – Option A Basic Coverage**

This is the most economical protection option available; however, this no-cost option provides only minimal protection. Under this option, the Carrier, at its option, reserves the right to repair, replace or provide cash settlement and under all circumstances for all services contracted for assumes liability for no more than \$0.60 per pound, per article. Loss or damage claims are settled based on the weight of the article multiplied by \$0.60. For example, if a 20-pound flat screen TV, worth \$1,000 were lost or destroyed, the Carrier would be liable for no more than \$12.00 (20 pounds x 60 cents per pound). Obviously, you should think carefully before agreeing to such an arrangement.

Excess Declared Value

Carrier's rates are dependent upon value declared and as such, you may increase Carrier's liability if any article is lost, destroyed or damaged while in Carrier's possession by, prior to tendering your goods to the Carrier, making an appropriate declaration of value evidenced by selecting Option B, C or D set forth in the declaration of value section of the Bill of Lading and paying the applicable valuation charge (your cost) in consideration of the Carrier's assumption of additional liability as described below.

Declared Lump Sum Value – Options B, C and D – Depreciated Coverage

Coverage under this option may be subject to deductible(s) (in which case the deductible selected will be applied to first-dollar of any loss or damage claimed) and provides coverage where the measure of settlement is based on the depreciated value of the article damaged, destroyed or lost. If selected, and where a timely claim is filed, at Carrier's option, either A) repair the article to the extent necessary to restore it to the same condition as when it was tendered for delivery to Carrier, or pay the cost of such repairs; or B) replace the article with an article of like kind and quality, or pay the cost of such replacement after adjusting for depreciation; but in no event to exceed the value declared of the shipment.

The Table below shall be used to determine the amount of the valuation charge on a shipment, when such shipment is released to a value exceeding \$0.60 per pound per article as evidenced by an increased value declared on the Bill of Lading. The method by which such rates are determine is outlined below:

Declaration of Value Option	Valuation Charge
For <u>each</u> \$1,000 of value Shipper declares on the shipment as the total shipment value when Shipper selects Option B on Bill of Lading Declaration of Value provision for depreciated value protection.	\$20.00 per each \$1,000 of value declared with no deductible. \$15.00 per each \$1,000 of value declared with \$250 deductible. \$10.00 per each \$1,000 of value declared with \$500 deductible.

The provisions described in this schedule are contractual limits of liability and are not to be considered or construed as insurance.

(Continued on next page)

Important Note

Carrier requires the Shipper to accurately value their goods as a condition of acceptance for safe transport for reasons including: the Shipper is in the best position to declare a proper value; Carrier's rates are based on the value declared or agreed on the goods released to it in order to form a just estimate of the risk it is assuming so that it may take protective measures commensurate with the risk and agreed services; provides information to Carrier to maintain proper insurance coverage of its operations; and protects Carrier and its employees against fraudulent assertions of loss by shippers.

Carrier's liability and Shipper's valuation as applied in this tariff is subject to all tariff rules governing classification, limitations and exclusions, such as Shipper making an appropriate declaration of articles of extraordinary value (Rule 4), articles not accepted for transport (Rule 9), Shipper marking and packing (Rule 10), parts or pieces of a complete article (Rule 11) and servicing special articles (Rule 17).

You are responsible for placing a value on the shipment of goods tendered to Carrier under Option B. By undervaluing the declared value, recovery would be limited. This is particularly apparent when loss or damage occurs to one, or a few items in the shipment.

For example, if you select Option B on the Bill of Lading and declare a total value of \$40,000 on a 10,000 pound shipment and a 1,000 pound piano (worth \$40,000 when tendered to Carrier) is lost or destroyed, SHIPPER SHOULD NOT EXPECT THE CARRIER TO TENDER \$40,000 DURING ADJUSTMENT OF A TIMELY FILED PROPER WRITTEN NOTICE OF CLAIM. This is because prior to tendering your goods to Carrier, your declared value on the entire shipment was \$40,000 which, as it turns out, equals the value of the piano and considerably less than the total actual cash value of the shipment. In this example, the unreasonably low value placed on the shipment would, if Carrier were required to pay the declared value for the lost/damaged piano, mean that the remainder of the shipment (by weight, i.e., the TVs, beds, tables, etc.) would have zero value; contrary to the declaration of value on your shipment when you tendered your goods to Carrier and on which the valuation charge was based.

In this example, Carrier's liability would be capped at ten (10) percent of the value you declared on the shipment under Option B; here, \$4000. This represents the entire weight of the shipment (10,000 pounds) divided by the weight of the piano (1,000). Ten (10) percent of the declared value of \$40,000 represents \$4000. In effect, the Shipper's artificially low declaration of value on the shipment results in the Shipper agreeing to be a co-indemnitor of the replacement valuation protection in provided Option B and may at settlement, be subject to a co-indemnitor penalty.

[Remainder of page blank.]

SCHEDULE D**MATERIAL CHARGES**

This schedule shall be used to determine Carrier's charges for materials.

Materials (Each)	
1.5 Book Carton	\$ 4.00
3.1 Linen Carton	\$ 6.00
4.5 Large Carton	\$ 7.50
5.2 Dish Carton	\$ 11.50
6.1 XL or Lamp Shade Carton	\$ 9.50
Plastic crate Rental	\$ 2.20/week – customer to pick up and return to terminal
Plastic crate – Carrier pick up and return	\$1.50/crate each way
Bubble wrap (per foot)	\$.75/foot
Flat-screen TV Carton large	\$ 60.00
Flat-screen TV Carton med.	\$ 50.00
Flat-screen TV Carton small	\$ 40.00
Lamp Base Carton	\$ 9.50
Laydown Wardrobe Carton	\$ 29.00
Legal Tote	\$ 10.00
Letter Tote	\$ 8.50
Mattress Bag king/queen	\$ 20.00
Mattress Bag single/double	\$ 15.00
Mirror Carton - Large	\$ 20.00
Mirror Carton – Medium	\$ 15.00
Mirror Carton - Small	\$ 12.50
Paper (25 lb package)	\$ 50.00
Rug Protection (per foot)	\$ 2.00
Shrink Wrap (per roll)	\$ 50.00
Tape (per roll) 110 yards	\$5.75
Tape (per roll) 55 yards	\$ 3.50
Wardrobe	\$ 29.00

[Remainder of page blank.]

SCHEDULE E**FUEL SURCHARGE**

This schedule shall be used to determine Carrier's Fuel-Related Cost price Adjustment (fuel surcharge).

(Applying between and among all points in the Commonwealth of Massachusetts*)

* May be filed by household goods.

On the first Monday of each calendar month, the "New England (PADD 1A)" price of fuel will be based on the price stated by the US Department of Energy (DOE), U.S. Energy Information Administration's (EIA) Weekly Retail Gasoline and Diesel Prices survey dollars per Gallon, including Taxes of "Gasoline – All Grades" or "Diesel (On-Highway) – All Types" will be pulled for purposes of fixing the Carrier's fuel surcharge for diesel or gasoline powered truck, as the case may be. This price will be obtained by via the EIA Internet web site at www.eia.gov. If the first Monday of the calendar month is a Federal holiday, the price will be determined based on the stated EIA price available on the next subsequent business day (Tuesday).

Note 1: Subject to a minimum Fuel Cost Adjustment charge of \$20.00 per Truck/per day when the EIA Diesel Fuel Price Index is at least \$2.50 per gallon.

Note 2: Notwithstanding any other provisions of the tariff, the Fuel Cost Adjustment Factor WILL APPLY to transportation charges/trips, including transportation charges applicable on storage in transit (SIT) shipments when such shipments are delivered to or removed from the SIT location, applicable during the period that the Fuel Cost Adjustment Factor is in effect.

Note 3: The Fuel Cost Adjustment Factor WILL BE SHOWN SEPARATELY from the transportation/moving charges on documents for the purpose of identifying the amount as special fuel related revenue.

Note 4: The Carrier shall explain fully the fuel surcharge to be assessed prior to the move or during the estimate process.

Note 5: If the EIA fuel price per gallon exceeds \$6.50, the \$170/Per Truck fuel surcharge, subject to Notes 1 through 4 herein, will be increased an additional 1% for every twenty-five (\$0.25) cents, or fraction thereof, per gallon increase in the price above \$8.25 per gallon.

Cost Per Gallon	Fuel Surcharge
\$2.50 -- \$2.75	\$20/Per Truck/Per Day
\$2.76 -- \$3.00	\$30/Per Truck/Per Day
\$3.01 -- \$3.25	\$40/Per Truck/Per Day
\$3.26 -- \$3.50	\$40/Per Truck/Per Day
\$3.51 -- \$3.75	\$50/Per Truck/Per Day
\$3.76 -- \$4.00	\$60/Per Truck/Per Day
\$4.01 -- \$4.25	\$80/Per Truck/Per Day
\$4.26 -- \$4.50	\$90/Per Truck/Per Day
\$4.51 -- \$4.75	\$100/Per Truck/Per Day
\$4.76 -- \$5.00	\$110/Per Truck/Per Day
\$5.01 -- \$5.25	\$120/Per Truck/Per Day
\$5.26 -- \$5.50	\$130/Per Truck/Per Day
\$5.51 -- \$5.75	\$140/Per Truck/Per Day
\$5.76 -- \$6.00	\$150/Per Truck/Per Day
\$6.01 -- \$6.25	\$160/Per Truck/Per Day
\$6.26 -- \$6.50	\$170/Per Truck/Per Day
Over \$6.50	See Note 5