

M.D.P.U. No. 5 Cancels  
M.D.P.U. No. 4

NAME: Burkhardt Brothers , Inc.

ADDRESS: 67 Sharp Street, Hingham, MA 02043

PHONE: 781-337-0144

CERTIFICATE NO. 3574

FOR THE TRANSPORTATION OF HOUSEHOLD GOOS AND FURNITURE BETWEEN POINTS WITHIN  
THE COMMONWEALTH.

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ISSUED BY: Daniel D. Burkhardt

SIGNATURE:

## RULES AND GENERAL REGULATIONS

Governs all sections of this tariff unless otherwise provided within individual sections. Except as otherwise provided herein, the rates named in this tariff include pick-up and loading at point(s) of origin and delivery and unloading point(s) of destination in Massachusetts.

### RULE 1

#### APPLICATION OF TARIFF

This tariff names rates, rules and regulations for the transportation of household goods in whole or in part incident to a move by a householder and or office equipment or property of a commercial establishment in whole or in part between points in Massachusetts. The provisions of this tariff will be issued through the Massachusetts Department of Telecommunication and Energy under '**Burkhardt Bros., Inc.**' operating authority. MDTE # 3574

### RULE 2

#### PROPERTY SUBJECT TO BILL OF LADING

(A) Unless otherwise provided, when property is 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, as described herein, is required.

(B) The rates shown herein are reduced rates conditioned upon the use of the combined uniform household goods bill of lading. Consigner, at his option, may elect not to accept the term of the combined uniform household goods bill of lading, and in lieu thereof, to have the carrier transport the property with the carrier's liability limited only as provided by common law, and by the laws of the United States and Commonwealth of Massachusetts insofar as they apply, but subject to the terms and conditions of the combined uniform household goods bill of lading insofar as such terms and conditions are not inconsistent with such common carrier's liability; the rate charged therefore will be 100 percent higher than the transportation rate contained in this tariff as would apply for such shipment if offered for transportation at a released value not exceeding (60) cents per pound per article or packaging including contents thereof.

(C) Shipper may request a value in excess of sixty (60) cents per pound per article, by paying an additional charge.

(D) When the consignor elect not to accept any of the terms of such bill of lading he must give notice to the initial carrier of such an election. The initial carrier must indicate the receipt of such notice by writing or stamping a clause thereon 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 the bill of lading insofar as they are not inconsistent with such common carrier's liability."

## RULE 3

## IMPRACTICABLE OPERATION

The carrier shall not be obligated to perform pick-up or delivery services at the places where it is impracticable to operate vehicles because of: 1. The condition of roads, streets, driveways, alleys or approaches thereto. 2. Inadequate loading or unloading facilities. 3. Any riot, strike, picketing or other labor disturbances.

## RULE 4

## INSPECTION OF ARTICLES

When carrier or his agent believe it necessary that the contents of packages be inspected, he shall make or cause such inspection to be made, or require other such evidence to determine the actual character of the property.

## RULE 5

## DECLARATION OF VALUE

- (A) Shippers are required to state the agreed or declared value of property on the bill of lading prior to the start of and packing or moving service.
- (B) Valuation shall be declared and stated in dollars and cents per pound per article or lump sum declared values as stated on the bill of lading
- (C) The agreed or declared value shall be deemed to relate to all services undertaken by carrier or its agents and such agreed and declared value must be entered on the bill of lading and signed by the shipper in his(her) own hand.
- (D) Carrier must offer minimum of two options of declared value, which are consistent with options A, B, and/or C defined on the combined uniform household goods bill of lading and freight bill.

## RULE 6

## CERTIFICATES OF INSURANCE

Carrier may at his option, provide "Certificates of Insurance" issued by an independent insurance company. The cost of any insurance in the name of the shipper will be borne by the shipper and will not be assumed by the carrier.

## RULE 7

## PAYMENTS

- (A) Nothing herein shall limit the right of the carrier to require, at the time of or before shipment, the prepayment in part or in full or guarantee of charge.
- (B) Property not received by the party entitled to receive it after notice of the arrival of the property at destination and after placement of the property for delivery at destination, or at the time tender of the delivery of the property to the party entitled to receive it or at the address given for delivery has been made, may be kept in vehicle,

## RULE 7 (continued)

warehouse or place of business of carrier, subject to all lawful charges and the carrier's responsibility as warehousemen 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.

(C) In the event the consignee cannot be found at the address given for delivery, then in the event notice of the placing of such in warehouse shall be left at the address given and mailed to any other address given on the bill of lading for notification, showing the warehouse in which the property has been placed, subject to the provisions of this paragraph.

## RULE 8

## IMPRACTICAL PICK-UP OR DELIVERY

(A) It is the responsibility of the shipper to make the shipment accessible to carrier or accept delivery from carrier at a point at which the hauling vehicle may be safely operated.

(B) When it is physically impossible for carrier to perform pick-up of shipment at origin address or to complete delivery of shipment at destination address with normally assigned road haul equipment, due to the structure of the buildings, 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, or nature of an article or articles included in the shipment, the 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 the shipper, consignee or owner of the goods, the carrier will use or engage smaller equipment than its normal road haul equipment or provide extra labor for the purpose, if possible of accomplishment, of transferring the shipment between the residence and the nearest point of approach by the carrier's road haul equipment.

Charges for this auxiliary service to cover additional vehicle (if used) will be as provided in applicable tariff rate, and shall be in addition to all other transportation or additional services.

(D) If the shipper does not accept this shipment at the nearest point of safe approach by carrier's road haul equipment to the destination address, the carrier may place the shipment, or any part thereof not reasonably possible for delivery, in storage at the nearest available warehouse of the carrier, or at the option of the carrier, in a public warehouse, subject to a lien for all lawful charges. Transportation charges to apply for such service shall be the applicable tariff rate. The liability on the part of the carrier will cease when the shipment is unloaded into the warehouse and the shipment shall be considered as having been delivered.

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RULE 9 WAREHOUSE PICK-UP OR DELIVERY

Except as otherwise provided herein, if the shipment is delivered to or picked-up at a warehouse, the rates for transportation include the loading or unloading at door, platform, or other point convenient or accessible to the vehicle.

RULE 10 ARTICLES LIABLE TO CAUSE DAMAGE

- (A) Carrier will not accept for shipment property liable to impregnate, infest or otherwise damage equipment or other property.
- (B) Carrier will not accept for shipment articles, which cannot be taken from the premises without damage to the article or the premises, except, after due notice to the shipper, such articles will be taken at the owner's risk.

RULE 11 PERISHABLE ARTICLES

The carrier may not accept for shipment frozen foods, foods, plants or other articles requiring special handling or refrigeration. If the Carrier decides to, it will not be liable for damages to plants, food, or refrigeration equipment due frozen foods stowed within it; such articles will be taken at the owner's risk if the carrier decides to accept such articles for shipment.

RULE 12 DANGEROUS ARTICLES NOT ACCEPTED

Explosives, hazardous, or dangerous goods will not be accepted for shipment. Any person or persons whether principles or agent, shipping such goods shall be liable for and indemnify the carrier against all loss or damage caused by such goods and carrier shall not be liable for safe delivery of shipment.

RULE 13 ARTICLES OF EXTRAORDINARY VALUE

The carrier will not assume liability whatsoever for: Documents, currency, money, jewelry, watches, precious stones, or articles of extraordinary value including accounts, bills, deed, evidence of debt, securities, credit cards, notes, postage stamps, stamp collections, revenue stamps, letters or packets of letters, articles of peculiarly inherent value, precious metals or articles manufactured there from which are not specifically listed on the bill of lading.

RULE 14 CONSOLIDATED SHIPMENTS

The name of only one shipper and one consignee shall appear on one bill of lading, but the bill of lading may also specify the names of parties to be notified when shipment arrives at its destination.

RULE 15 COMPLETE ARTICLES

Each shipping piece or package and contents thereof shall constitute one article. The total component parts of any one article taken apart, or knocked down for handling or loading in vehicle, shall constitute one article.

RULE 16 CLAIMS

- (A) Any claim for loss, damage, or overcharge shall be made in writing within 15 days of the time of delivery, or the time in which delivery should have been made, and shall be accompanied by copy of paid bill of lading for transportation, if not previously surrendered to carrier. Carrier may require certified or sworn statement of claim.
- (B) Carrier shall be immediately notified of all claims for concealed damage and shall be given reasonable opportunity to inspect alleged concealed damage in original package.
- (C) The carrier's liability shall not exceed the cost of repairing or replacing the property lost or damaged with materials of like kind and quality not exceeding the actual cash value of the property at the time and place of loss, with due allowance for depreciation or deterioration howsoever caused, but in no event to exceed the released value declared by the shipper.
- (D) The carrier's liability for goods shall cease when the property has been delivered to and receipted for by the owner, or by the consignee or shipper or the authorized agent of either, except as to damage noted at the time of delivery. When the carrier is directed to unload or deliver property (or render any service) 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 deliver.
- (E) Where the carrier is directed to load property from (or render any services at) a place or places at which the consignor or its agent is not present; the property shall be at the risk of the owner before loading.
- (F) The carrier's liability with regards 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 released value declared by the shipper.

## RULE 17

## SERVICING SPECIAL ARTICLES

The transportation rates in this tariff do not include servicing or unservicing articles or appliances such as refrigerators, radios, washing machines, CD players, copiers, dryers, computers, clocks, satellite dishes, hot tubs, jungle gyms, pool tables, copiers, collators 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 are serviced and unserviced as provided in (A), (B) (C), or (D) below.

- (A) Upon request of the shipper, owner or consignee of the goods, carrier may, subject to below, service and unservice such articles and appliances for the charges described in this tariff. Such servicing and unservicing does not include removal or installation of articles secured to the premises; or plumbing, 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 and unservice such articles or appliances, carrier may upon request of the shipper, owner or consignee and as agent for them engage third parties to perform the servicing and unservicing. When third parties are engaged by the carrier to perform any service, the carrier will not assume responsibility for their activities or conduct; amount of their charges; nor for the quality and quantity of their service furnished.
- (C) All charges of the third parties must be paid by the shipper, and are in addition to all other charges in this tariff. Such charges will be advanced by the carrier, and billed as an advanced charge as provided in Rule 25 herein.
- (D) Except as otherwise specifically provided in this tariff, or as amended, the services covered in this tariff do not include the handling, loading, or unloading of any article weighing 1000 pounds or more. The extra handling, loading, or unloading in every instance must be provided by the shipper, or if the carrier has additional personnel and equipment available, such extra services upon request from the shipper may be provided by the carrier at charges as described in this tariff.

## RULE 18

## PACKING &amp; MARKING

- (A) Article of fragile or breakable nature must be properly packed.
- (B) Packages containing fragile articles or articles consisting wholly or in part of glass, when packed by shipper or his agent, must be marked by plain and distinct letters designating the fragile nature of contents.
- (C) When articles of furniture, consisting wholly or in part of glass are covered or wrapped by the shipper or his agent, such articles shall reveal to the carrier the article's nature and transport at the owner's risk.
- (D) Where articles are improperly packed, crated, or boxed and by reason thereof the contents are more susceptible to damage, carrier by arrange to have such articles properly packed at applicable rates shown in this tariff.



## RULE 19 FURNISHING HELPERS

- (A) The carrier reserves the right to furnish the number of helpers necessary to properly handle shipment for transportation.
- (B) On request of the shipper, the carrier will furnish helpers in addition to number considered necessary to transport shipment at the applicable rates shown in this tariff.

## RULE 20 SHIPMENTS ACCEPTED

Shipments will be accepted subject to the requirements of laws regulating the transportation of property, or the use of vehicles and facilities.

## RULE 21 HOISTING OR LOWERING

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. Otherwise, upon request of shipper, consignee or owner, will endeavor to arrange for qualified service, if available at the expense of the shipper or consignee or owner of the goods. In such instances, the carrier will not be responsible for damage to shipment or property.

## RULE 22 DISPOSITION OF FRACTIONS

Unless otherwise provided, to dispose of fractions in computing a charge, omit fractions of less than one-half of one cent, and increase to the next whole figure fractions of one-half of one cent or greater.

## RULE 23 EXPLANATION OF HOLIDAYS

The following holidays will be considered at overtime rates

New Year's Day (January 1)	Memorial Day (last Monday in May)
Independence Day (July 4)	Labor Day (1 <sup>st</sup> Monday in September)
Columbus Day (2 <sup>nd</sup> Monday in October)	Thanksgiving Day (4 <sup>th</sup> Thursday)
Christmas Day (December 25)	

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.



## RULE 24 ADVANCED CHARGES

Charges advanced by carrier for services of others engaged at the request of the shipper will be supported by carrier with a copy of invoice setting forth services rendered, charges and basis thereof, together with reference to applicable schedule or tariff if charges are assessed in accordance therewith. The charges so advanced are in addition to and shall be collected with all other lawful rates and charges. When carrier engages the services of third persons at the request of and as agent for the shipper, carrier will not assume responsibility for their activities or conduct, amount of their charges, nor for the quality or quantity of the service furnished.

## RULE 25 DISASSEMBLY AND REASSEMBLY

Transportation rates DO NOT include the removal of any article embedded in the ground or secured to a building, nor the assembly or disassembly of any outdoor articles such as steel utility buildings or cabinets, swing sets, slide, sky rides, jungle gyms or other outdoor articles of similar nature, nor the assembly or disassembly of unusual articles found inside a building such as steel shelving, pool tables, elongated work tables, counters etc. Upon request of shipper, owner, or consignee, the carrier may disassemble or reassemble such articles, subject to labor charges provided in RULE 34, herein, or arrange for the service of a third party. The shipper, in such case, will be required to furnish, at the time of reassembly, any new hardware, nuts, and bolts etc. necessary to perform the service.

## RULE 26 WRITTEN ESTIMATES/QUOTATIONS

Carrier may give an estimated cost in writing, but in doing so be qualified to estimate within twenty-five percent (25%) of actual charges.

Note: Estimate must be in writing and signed by carrier. Estimate will be valid for not more than 60 days.

## RULE 27 USE OF VEHICLE AND DRIVER

Carrier will not supply vehicle without a driver.

## RULE 28 APPLICATION - TIME BASIS

This section applies on all shipments moving within Massachusetts. Time charges will be computed at the hourly rate applicable from the time vehicle helper or supervisors report at the original point of loading until the completion of unloading the last load at final destination plus travel time, less time spent for meals, vehicle breakdown or repair, subject to the following:

Charges based on time shall be computed by multiplying the hourly rate by the time involved. Unless otherwise provided, fractions of an hour will be disposed of as follows: Where the time involved is less than 15 minutes, one quarter hour. When in excess of 15 minutes but not more than 30 minutes, charge one-half hour. When in excess of 30 minutes, but not more than 45 minutes, charge for  $\frac{3}{4}$  of an hour. When in excess of 45 minutes charge for one hour.

(A) Each carrier participating in this tariff shall insert on the Household Goods Bill of Lading prescribed in this tariff, the time they start the job and the time they finish said job.

(B)

## RULE 29 MINIMUM CHARGES

The hourly rates will be subject to a ~~one (1)~~<sup>two (2)</sup> hour minimum charge in addition to the applicable charge for travel time. The carrier may elect to charge a greater minimum if it is required to accommodate the shipper's schedule. The minimum will be agreed upon by both carrier and shipper before the move is scheduled.

## RULE 30 MILEAGE AND INTERMEDIATE APPLICATION (Travel Time)

- (A) Except as otherwise provided herein, where "Travel Time" or "Mileage Fee" rates are based on mileage, the distance, or mileage shall be that shown by the MILO MILEAGE GUIDE, supplements thereto or successive issues thereof.
- (B) If the shipper requests a longer route than the shortest practical route as shown in the MILO mileage guide, the mileage over the longer route as shown therein will apply.
- (C) If mileages are not shown from any point of origin or to any point of destination in the MILO mileage guide, the mileage from or to the principal town in which each community is located shall apply. FOR EXAMPLE: Greenbush is seen to be part of Scituate, therefore, Greenbush takes Scituate mileage.
- (D) If transportation rates are not shown herein for the actual distance provided in the MILO mileage guide, the rate shown for the next greater distance shall apply. Refer to RULE 34 office for applicable rates.

## RULE 31 PACKING SERVICES

- 1. Rates include packing, the use of packing containers and materials.
- 2. Packing rates include only the packing service of carrier furnished containers.
- 3. Hourly rates shall be charged for the personnel performing unpacking service.
- 4. Disposal of containers packed by carrier will be offered at no charge.

## RULE 32 EXTRA PICK-UP OR DELIVERY

Subject to Rule 34, portions of a shipment may be picked up or delivered at one or more places of origin, destination, or enroute. Travel Time charges will be based on farthest distance between points of pick up or delivery and the Town of Norwell, MA, plus the Hourly Rates. Total charges for picked up or delivered portions shall not, in any case, exceed the total charges as would apply if computed to each portion as a separate shipment.

## RULE 33 LABOR CHARGES

Regular time and overtime time labor charges cover all services for which no charges are otherwise provided in this tariff. Refer to the carriers hourly rates.

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## RULE 34 CARRIERS HOURLY RATES AND CHARGES

HOURLY RATES

	REGULAR	OVERTIME
TRUCK & DRIVER	\$106/HR	\$132/HR
HELPER	\$ 54/HR	\$ 80/HR

CONVENIENCE FEE

A 3 percent fee will be added for the processing of a credit card payment

TRAVEL TIME

The travel time charge will be charged once per day at the carrier's total combined hourly rate for its Truck(s), driver(s), and helper(s) times the factors shown below based on the farthest distance between the Town of Norwell and the point of origin, pick-up, extra delivery, or delivery in addition to the hourly rate.

Hourly rate times factor of	.5	for	0-10 miles
	1	for	11-25 miles
	2	for	25-50 miles
	3	for	50 plus miles

PACKING SERVICE

DISHPACK carton	\$50.00
1.5 CF carton	\$10.00
3.1 CF carton	\$15.00
4.5 CF carton	\$18.00
6.1 CF carton	\$20.00
Wardrobe carton	\$25.00
Mirror carton	\$30.00
Mirror carton XL	\$40.00
Crate	\$15.00/CF
Crib carton	\$12.00
Single Mattress carton	\$15.00
Double Mattress carton	\$20.00
QU/KG Mattress carton	\$30.00
Flat screen TV over 47"	\$75.00
Flat screen TV under 47"	\$50.00

FERRY CHARGES

Martha's Vineyard	\$12.00CWT (5000# Minimum)
Nantucket	\$18.00CWT (5000# Minimum)
Overnight Charge	\$500.00