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CASEY MOVERS

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Casey Movers
"Preparing for your Move"
&
Inter-State and Intra-State
Moving Rates, Tariff & Company Policy

2016 Update

An updated copy of this document will always be displayed at <http://www.caseymovers.com/moving-tariff.pdf>. This document can change at any time for any reason. Carrier will always charge current rates and is not responsible for circulation of old copies of this document.

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1.0 BASIC AGREEMENT & DISCLOSURES

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

Main Port of Operation:

Casey Movers
379 Liberty Street
Rockland, MA 02370

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

1.1 Estimates

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

A. Shipment Origin

This will be the address at which carrier moving crews will pick-up the goods.

B. Shipment Destination

This will be the address at which our moving crews will make delivery. Please note that if this address is undetermined at the time of your meeting it could have an effect on final cost. Things to look out for are tractor-trailer restrictions, stairs, elevators, long-walk requirements, etc.

C. Logistics & Time Constraints

Shipper should notify carrier of any real estate closing dates and times as these may force increased labor or storage requirements upon the carrier for which costs will be deferred to the shipper.

D. Shipment Volume/Weight

The estimator will provide truck space requirements and/or estimated weights of total shipment based upon visual inspection and inventory of goods to be shipped. Please note that shipment volume and weight is opinion only. Second or third estimates are not discouraged.

E. Labor Requirements

Labor requirements are calculated based upon estimated shipment volume and weight. Please

note that if estimated shipment volume and weight are off, final bill may likely differ greatly from total estimated cost. Please note that shipper must pay for actual services rendered. Cost increases are not always because estimated shipment volume/weight are off.

F. Associated Rates

Estimator should disclose any associated rates that govern the shipment. This should either be in the fine print on any estimate documentation, or estimator may notate amendments to guaranteed rates. Please note that any alteration or notation to carrier documents by shipper are prohibited and shall have no effect.

G. Estimated Completion Costs

Authorized estimator or manager of carrier may offer estimated shipment costs in association with estimated volume/weight, labor averages and guaranteed rates. Please note that shipper is responsible for actual services rendered despite any previously written estimates.

Please note that final account charges will always be in accordance with actual services rendered, even if attributable to human error, regardless of any previously written estimates.

Please note that if shipper changes any element of a shipment (including but not limited to: shipment origin, shipment destination, logistics, shipment volume/weight) final cost of move will likely vary from estimated completion costs. Carrier agents may advise shipper of how these changes may effect their final cost, but carrier provides no guarantees to accuracy of these informal estimates. Again, shipper is responsible for paying actual services rendered.

Please note that it is customary in the moving industry to inspect only the origin address. The primary purpose of the in-home estimator is to take an in-home inventory for the shipper and to gather other essential details. Shippers that would like a detailed inspection by a Class-A driver of both origin and destination access for trucking purposes should consider the services found in Section 3.7. Please note that the services found in Section 3.7 are not standard.

1.2 Free Boxes

Carrier advertises free boxes on various marketing materials. Carrier will provide twenty free book boxes upon reservation of move. These boxes can be picked up at Casey Movers, 379 Liberty Street, Rockland, MA 02370. These free boxes do not have cash value. Shipper is responsible for cost of additional materials. Free boxes must be requested by shipper at time of reservation. Employees or agents of carrier not obligated or liable for distribution of free boxes to shipper.

1.3 Relationship Between Carrier & Shipper

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

Carrier expects shipper to be aware of local laws pertaining to the shipment of household or

commercial goods and must notify or obtain any necessary permits the carrier may require to operate at the origin and/or destination address.

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

1.4 Common Complaints and Resolutions

A.) "I THINK YOU (ESTIMATOR OF THE CARRIER) ARE PUTTING IN TOO MUCH TIME, IT'S NOT GOING TO TAKE THAT LONG!!! I CAN DO THIS WHOLE THING IN 3 HOURS"

The fear here, is that the estimator is charging too many hours for too little work. Estimators of the carrier often quote all moves based off the same averages. With that being said, all jobs are unique and come with their own challenges. This is where it does not hurt to ensure you will be charged ONLY for the time you need. This arrangement can be made in advance of your move. It also does not hurt to get second and/or third opinions from another estimator of the carrier, or the estimator of another carrier entirely. In our experience, shippers often severely underestimate the work involved and labor requirements to complete a move.

The smaller the job, the more likely we find it that a shipper will believe we are figuring too much time to complete a job.

B.) "THE ESTIMATOR MIS-QUOTED, MY BILL DOUBLED"

The fear here, is that the estimator intentionally low-balled a job to get it. Please note that estimators of this carrier are not paid commission and have no inherent reason to "low-ball" a job. All jobs are generally quoted based off the same averages based upon the inventory provided by the shipper.

Problems most often occur when shippers are meeting with multiple carriers far in advance of a move and have not yet pinned down exact details of shipment; including but not limited to inventory, logistics, and/or other details. It is our experience while shipper is interviewing multiple carriers, shippers tend to focus too much energy on who to hire, and not enough energy on disclosing proper details for estimator to provide accurate estimates.

Please note that regardless of any estimate, shipper is liable for hourly rate to complete shipment. Please note that "mis-quotes" can be avoided by having second and/or third opinions by additional estimators from this carrier.

Factors that can have an effect on estimated cost vs actual cost are weather, unanticipated access difficulties, inventory discrepancy, shipper readiness.

Carrier can never refund services rendered in the event of an alleged "mis-quote" as agents

and/or employees of the carrier cannot know the reasons for the difference between initial estimated costs vs actual costs which may include weather, unanticipated access difficulties, inventory discrepancies, shipper readiness that may have resulted in additional packing time, etc. Shipper is solely liable for hourly rates required to complete move.

The larger a job, the more variables that can come into play and effect accuracy.

C.) "THE MOVERS WERE CARELESS AND/OR TOO QUICK WHICH RESULTED IN SCRATCHES TO MY FURNITURE"

Please note that small scratches or gouges on furniture are a common risk to moving furniture from one location to another, even with moving pads, and does not represent negligence. The movers often do their work quickly as they are working for you by the hour.

The smaller the job, the less risk there is for damage. The bigger the job, the more risk there is for damage.

Damage risk CAN be reduced by breaking work into smaller segments (for example: doing all the boxes and small stuff on one day, and all the furniture on an entirely separate day). However, please note that this will increase overall cost significantly.

D.) "60 CENTS PER POUND FOR MY TV THAT WEIGHS 10LBS BUT IS WORTH \$1,000? THAT IS HIGHWAY ROBBERY, YOU ARE A SCUMMY COMPANY!"

This issue is a result of the improper belief that if a licensed and insured moving company damages something, they are liable for the damages in full. This notion is incorrect on both state and federal levels. Moving household furniture and goods is risky. There is a natural risk that some items being shipped will be damaged and/or lost. Standard liability to moving companies is \$.60/lb/item. Shipper is responsible for obtaining additional coverage through their insurance company prior to commencement of a move. This often consists of a detailed inventory along with a value report to be submitted by the shipper to their insurance company prior to the move so that an individual policy can be catered to the shipper.

E.) "IN MY INDUSTRY IF MY ESTIMATE WAS NOT ACCURATE I WOULDN'T HAVE A JOB!"

We often hear this after moving costs have varied greatly from an initial estimate. Please note that estimates are just that... estimates, and often connected to very specific parameters. In this particular industry there are MANY variables that can effect the outcome of final cost...

1.) Inventory - We find that inventory can fluctuate greatly... when doing an initial walk-through... shipper may remark that they intend to have a yard sale, estate sale, or donate/dispose of goods prior to the movers arriving. In some instances, estimator has not seen certain rooms (entire basements/attics/storage spaces) and cannot figure these items into the equation.

In some instances, shipper intentionally hides or omits items! We are aware that there are certain suggestions floating around the internet stating that it is wise to "make a job seem

easier" in order to obtain a low moving cost from the mover prior to starting. We do not know which states require a mover to offer a flat rate, but in Massachusetts it is by the hour and we do not recommend hiding inventory and/or making a job seem easier in order to obtain a low estimate. A low estimate can have a high final cost.

The estimator needs to take all factors into consideration when running his figures to provide the most realistic expectations for your final costs.

2.) Logistics - Logistics include both origin address and destination address. Often when we meet in advance of a move, the estimator does not yet have access to information pertaining to where the shipment will be delivered to. This may or may not have an effect on the final shipment cost. Additionally, the carrier is utilizing public roadways that adds a certain amount of variation and fluctuation to final moving cost. Public roadways have varying levels of traffic based upon weather, holidays, rush hour, delays, detours, etc. As charges are both hourly and port to port, the estimator may only be able to rely on averages and/or GPS estimates.

Furthermore, many of our clients are entering into real estate transactions when they are moving with us. Weeks or months in advance, shipper nor the carrier may have access to important logistical information such as closing dates and times that may force down-time and/or storage requirements.

3.) Shipper Readiness - Our movers encounter great fluctuations in terms of shipper readiness when they arrive. They may show up one day to a home that is fully packed and ready to go. Everything is in a box, nothing is loose. All furniture is broken down and ready to go. Everything is packed neatly into the garage and ready to be loaded onto the truck. They may arrive to another house the next day, that has artwork on the walls. The lamps are still on the end tables in the living room. The beds have blankets on the them. Clothing is hanging in the closets. There are loose items in the hutch in the dining room that has not been packed. These two scenarios account for nearly a 100% difference in final cost... yet, our estimator needs to often commit to a single "estimate" for the shipper in advance of the move.

Please note that our estimator will often assume that you will be "reasonably prepared." This means... make sure boxes are packed and ready to go... nothing is loose... nothing hanging on the walls. We will take care of the furniture... and we don't expect it to be in the garage ready to go.

4.) Unexpected issues - Any shipment can have unexpected issues. We may find that a single piece of furniture, for one reason or another, completely throws an estimate off. This may be an exceptionally heavy piece of furniture, or a furniture that requires significant time and effort to dis-assemble and prepare for safe shipment. Please note that estimators cannot always predict these types of situations.

We may find that the access at either the origin and/or destination address is not suitable for the truck being used. Either a long-walk may be required, a shuttle, or the use of another truck all together. Again, these are issues that the estimator may not be able to predict.

F.) "THE MOVERS DID NOT MOVE MY DRESSER (OR ANY OTHER ITEM MARKED ON

YOUR PRE-MOVE INVENTORY REPORT)... THE WORK WAS NOT COMPLETE, SO I SHOULD NOT HAVE TO PAY MY BILL!"

Please note that our movers encounter a near infinite amount of different types of goods to be shipped made by a near infinite amount of different manufacturers. This carrier does not make nor is able to make any guarantee that our movers can move any single piece of furniture or any other type of household or common office goods whether marked or not marked on a pre-move inventory report. Movers are on the clock by the hour for you, and those charges are due prior to final release of goods being moved for the shipper in association with the terms and conditions found in this document regardless of services rendered, agreed to be rendered, and/or regardless of quality of services rendered.

G.) "I WENT WITH YOU BECAUSE OF THE ESTIMATE... THE FINAL MOVE COST WAS HIGHER... THAT IS ILLEGAL, THAT IS 'BAIT AND SWITCH!'"

The definition of bait and switch:

"The action (generally illegal) of advertising goods that are an apparent bargain, with the intention of substituting inferior or more expensive goods."

Our estimators take a detailed inventory when they are in your home. All pre-move inspection reports have a disclosed hourly rate. Hourly rates are generally confirmed verbally, and in writing prior to commencement of a move. Hourly rates are listed on the contract/bill of lading signed prior to starting the move.

Bait and switch does not apply to the type of work we do. Surprises can be avoided by consulting with your estimator or calling us to discuss any concerns you have. This tariff which governs your move is available at all times to the shipper for review at <http://www.caseymovers.com/moving-tariff.pdf>.

2.0 PACKING & DIS-ASSEMBLY

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

2.1 Packing

All packing should be done prior to the truck arriving. EVERYTHING being shipped should be off the walls and ready to go. Carrier can provide packing services, but this service should be implicitly agreed upon between the carrier and the shipper, and packers should be scheduled to come prior to moving day.

- A.) Dishes, glasses, etc should all be boxed and wrapped in packing paper.
- B.) Mirrors should be boxed or bubble-wrapped.
- C.) Paintings should be boxed or bubble-wrapped.
- D.) Any fragile glass pieces should be removed from furniture (Example: Curio cabinet, or dining room hutch) and boxed or bubble-wrapped.
- E.) Art-work should be boxed, bubble-wrapped or safely packaged for transport.
- F.) Televisions should be boxed or safely packaged for transport.

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

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

2.2 Dis-assembly/Re-assembly

Generally, furniture should be taken apart and ready to go. If it is not, the movers may assist you in dis-assembling and re-assembling furniture. Please consider this advance warning that carrier is not liable for damage or loss resulting from dis-assembly and re-assembly of furniture. This carrier is a mover, not an installer.

Remember, employees and agents of the carrier are general household furniture and office movers. Every piece of furniture we encounter is unique. We cannot guarantee dis-assembly and/or re-assembly of furniture. By allowing our movers to assist in dis-assembly you inherently agree to the terms found in Section 6.4 below.

2.3 Safes, Pool Tables, Hot Tubs, Grandfather Clocks

Carrier cannot move safes with a weight of 300lbs and up. For these types of items, carrier differs this work to a specialized safe mover. Carrier never guarantees the transport of a safe, even if inadvertently included on a pre-move inventory.

Carrier may move pool tables. However, some pool tables (not all) can only be transported if our movers take them apart. If this is the case, a specialist must be brought in after the move to re-felt the pool table and balance it at no liability to the carrier.

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

Grandfather clocks should be pre-packaged prior to our movers arriving. Carrier is not liable for the malfunction of a grandfather clock. Carrier cannot be liable for any damage resulting from dis-assembly and/or re-assembly.

2.4 Hoists

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

2.5 Material & Equipment Costs

Shrink wrap: \$20/roll
Bubble wrap: \$25 (12x100)
Book (small) box: \$2.00 each
Linen (medium) Box: \$2.50 each
Large Box \$3.00 each
Dish Barrels: \$7.00 each
Wardrobe Box: \$15.00 each
Pack Paper: \$40.00/bundle
Mattress Bags: \$10.00/each
Tape: \$3.00/roll
Moving Blankets: \$180/dozen
Paper Pads: \$90/dozen
Piano Board Use: \$150

2.6 Mattress Bags

Please note that mattress bags are REQUIRED for shipment. Shipper should have mattress bags for

mattress and box spring when movers arrive. Carrier does not provide these items unless requested prior to move and confirmed by a member of our operations staff. Please note that a price quote for mattress bags during an in-home estimate does not mean the movers will have the mattress bags the day of the move. The pre-move inspection report provided to you is not a contract, only an estimate of services required along with estimated costs and associated rates.

Any damage to a mattress or box spring moved while not protected by a mattress bag is at full expense and liability to the shipper. No exceptions.

2.7 Carrier Supplied Materials

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

Please note that estimator may have written notes on a pre-move inspection report. Please note that carrier will NOT send any of these materials by default as circumstances often change between the pre-move inspection and the actual move. Any materials such as boxes, pack paper, wardrobes, mattress bags, etc MUST be requested one to two business days before your move.

3.0 INTRA-STATE MOVING

All services provided within the state of Massachusetts shall be based upon an hourly rate. Please note that shipper is responsible for any and all payroll hours that the carrier incurs due to a shipment. This generally means, charges are port to port. The main carrier port in Massachusetts is at 379 Liberty Street in Rockland, MA 02370.

3.1 Movers, Drivers, and Class-A Drivers

\$75/hr/each Port to Port

3.2 Power Units

Power Unit is a term that applies to any straight truck (24ft or 26ft) or Tractor that may be used to pull a trailer. There is a 10% surcharge per power unit applicable to labor charges.

This charge is to cover the cost of fuel, maintenance, upkeep and other costs associated with the power units.

3.3 Office Personnel

The time of office personnel may be billed at \$75/hr/each under rare circumstances. These charges may apply to false claims, forced labor, and/or unreasonable service requests and/or demands.

3.4 Minimums

Please note there is a 5 hour minimum per day for all services.

3.5 Discounts

Please note that carrier may offer discounts (or discounted rates). Discounts will be provided in writing. Please note that weekend or holiday moves may void discounts. Please note that a change in move date may void discounts.

3.6 Off-Hours Work

Please note that carrier often provides one-hour arrival windows. These windows may be approximate. As drivers are using public roadways that may effect schedule, carrier cannot guarantee arrival window.

Typical starting windows range from an 8am to 9am, to 12pm to 1pm. Any shipment load-up or shipment off-load starting at a 1pm to 2pm window or later is considered off-hours. Any holiday may be considered off-hours.

Off-hours work is performed at 1 1/2 times the hourly rate for services rendered.

3.7 Additional Local Services

Carrier may perform services in addition to packing and moving within Massachusetts. Additional services operate at the same hourly rate of \$75/hr/person and 5 hour minimum per day applies to each service staff member.

1.) Wall/Floor Protection

Carrier can dispatch an employee to provide wall and floor protection. Rate is \$75/hr per staff member with a five hour minimum per day. Materials must be billed to shipper (ex: blankets, cardboard, etc).

2.) Furniture Touch-Up

Minor scratches and gouges are common casualties of moving even when blanket-wrapping is provided. There is no full-proof method to avoid minor scratches and gouges. You may hire a member of our staff to come out after the move to provide touch-up services for furniture. Rate is \$75/hr per staff member with a five hour minimum per day. Materials must be billed to shipper (ex: furniture markers, wood filler, etc)

3.) Over-Flow Service

In very rare instances, all goods might not make it on with the main shipment either due to improper packing (loose items main crew could not take), incomplete walk-through (items missed during walk-through of origin address between shipper and movers), or the items did not all fit on the truck. In this instance, an over-flow service must be hired. Rate is \$75/hr/mover plus 10% for truck use. A five hour minimum applies. Please note that carrier is not liable for over-flow. Carrier cannot guarantee all goods will fit on main moving truck. Carrier cannot guarantee shipment of all items on pre-move inspection report.

4.) Shuttle Service

In rare instances, a smaller truck may be required to shuttle between an origin and/or destination address and the main moving trailer. Reasons may include difficult or impossible access to home with trailer. Gated communities that may not allow large trailers (example: Pine Hills in Plymouth, MA), or weather-related conditions. In this instance, the additional truck comes in the form of a 10% surcharge on total labor. An additional fee of \$75/hr may be applicable if an additional driver is dispatched. Please note that a five hour minimum applies per day for all employees.

5.) Qualified Access Inspection

If a tractor-trailer is going to be used for a moving operation and shipper expresses concern that tractor-trailer may not fit, shipper may hire a qualified Class-A driver to inspect property. Please note that only a Class-A driver is fully qualified to provide a full recommendation on truck/trailer setup. In-home estimators of carrier will not possess a Class-A license. Class-A driver can be dispatched at a rate of \$75/hr with a 5 hour minimum per day to inspect both origin address and destination address. Again, this service must be requested in advance of a move and availability may be limited. This option is not a standard service. Please note that

carrier generally uses 28-53 foot tractor-trailers as a part of standard service. Breaking service down into multiple smaller trucks will increase cost of move to shipper. Having a tractor-trailer dispatched, only to have a false start when it is found that either two smaller trucks will be needed, or a shuttle truck is need will increase costs even farther.

Please note that neither of these additional services are a part of standard service or estimates. These services are add-on and must specifically be requested by the shipper. Both of these services require advance notice and cannot be performed on the day of your main packing and/or moving operation.

3.8 Holding Cost Disclosure

Please note that the shipment split over two days versus a single day, may be 25% to 50% higher in labor costs in addition to the hold fee for the truck or trailer. This difference is due to additional travel time, as well as an efficiency factor that a same day move offers.

4.0 INTER-STATE MOVING

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

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

4.1 Flat Rates

Please note that carrier may offer a binding flat-rate quote for inter-state moves. This will generally include load up labor, transportation cost between Massachusetts and the destination address outside of Massachusetts (within the Continental United States) and the offload labor.

Flat-rate quotes for services generally cover cost for a full 48/53 foot tractor trailer or part of that trailer.

4.2 Packing Services

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

4.3 Shuttle Services

All shipments leaving the state of Massachusetts should be on a 48/53 foot tractor-trailer. It is important to disclose any access issues at your destination point to the carrier. Some rural areas, heavy urban areas, gated communities, etc require the movers to bring a small truck to shuttle goods back and forth from the tractor-trailer to the destination address.

This service is extra and not a part of any standard flat rate quote. Flat-rate quote does not include shuttle truck should it become necessary unless it is specifically stated in writing.

Shuttle services are to be calculated by employee or agent of the carrier and is non-negotiable. Shuttle services increase the labor and equipment costs of a move considerably and average approximately \$1,500.

4.4 Overflow

As stated above, most out of state moves go on a 48/53 foot tractor-trailer. In VERY rare instances, upon loading the trailer, it may be found by the carrier and the shipper that not all goods from the origin address fit in the trailer and some goods may have to be left behind to be picked up at a later time.

If this is the case, the carrier is not liable for any extra expenses incurred to get the overflow to its destination point. Flat rate quotes are often bound to a certain amount of space. Carrier may offer flat-rate for entire trailer. But, if it does not fit, another trailer will have to be dispatched and employee or agent of carrier will have to calculate cost of that additional trailer. This calculated cost is non-negotiable.

4.5 Sub-Contracting & Agent Policy

Carrier maintains the full right to contract agents for any portion of any operation deemed impractical to be performed by the staff or equipment of the carrier. The contracting of agents to fulfill certain portions of an operation is not to be construed as "sub-contracting the operation" as entire shipment will fall under Casey Movers bill of lading for transport and carrier is solely responsible for any charges associated with use of these agents.

Agents may be required for long-hauls (inter-state freight drivers) or offload labor in a state outside of Massachusetts. No verbal communication or exchange between a shipper and employee/agent of carrier can diminish this right.

4.6 Scheduling

Carrier can often guarantee a pick-up date. Carrier can only offer a targeted delivery date. Due to the nature of inter-state transportation, carrier cannot guarantee delivery dates. Many factors can effect delivery dates; weather, DOT checkpoints, break-downs, traffic, scheduling conflicts, etc. Carrier cannot be liable for any expenses associated with missed delivery dates including but not limited to food, hotels, etc.

Please note that deliveries may only be scheduled Monday through Friday.

5.0 WAREHOUSE & STORAGE

Carrier maintains warehouse space at 379 Liberty Street in Rockland, MA 02370 and storage trailers at 405 VFW Drive in Rockland, MA 02370. Carrier maintains right at all times to utilize available storage space and makes no guarantees to availability.

The carrier maintains exclusive rights to load goods into storage and carrier maintains exclusive rights to load goods out of storage at rates approved and on file with the Massachusetts Department of Public Utilities.

Shipper fully responsible for moving labor required to put goods into and out of warehouse or storage trailers in association with rates found in this document.

To maintain the safety and security of all of our clients belongings, shippers are forbidden from entering our warehouse. Our warehouse is a full-service storage facility. In rare instances (and only with ample notice), a shipper may be approved to enter the warehouse only with an escort and oversight by an employee or agent of carrier in accordance with rates found in this document. Please note that the shipper may be liable for \$75/hr for the approved escorts time.

Carrier under no obligation to allow any shipper into warehouse at any time or for any reason except for inspection prior to a shipment. This is to maintain safety and security of the belongings of all current occupants. Carrier cannot release goods to shipper until all current account charges are paid in full in accordance with rates found in this document.

Important: items are packed "high and tight" in our warehouse and shipment is often inaccessible. Do not place any goods into our warehouse in which you may need during the storage term (example: important documents, seasonal clothing, cable boxes, etc) as you WILL NOT BE ABLE TO ACCESS THESE ITEMS UNTIL DELIVERY.

5.1 Straight Trucks

Cost of holding a straight truck (24ft or 26ft) is \$200 per night.

Additional labor costs apply. See section 3.7.

5.2 Trailers

Cost of holding trailer (28ft to 53ft) is \$300 per night.

Additional labor costs apply. See section 3.7.

5.3 Rental Trucks

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

5.4 Long-term storage spaces

Long-term storage spaces may include warehouse space or storage trailer space. Carrier retains full right to decide on suitable space for shipments subject to availability. Spaces available for shipper inspection prior to move date. Two weeks advance notice must be given.

Rate is \$250 per "10 foot by 10 foot storage space with an 8 foot ceiling" or equivalent.

5.5 Billing

Storage bills are due monthly. Please note that storage bills should be issued to you by email or in the mail.

5.6 Late Payments

Please note that a fee of \$25 per week will be applicable to late payments.

5.7 Non-Payment

Please note that any storage unit account with this carrier that remains unpaid for 30 days will be considered a default on said storage space.

Please note that the carrier retains the right to seize, dispose or auction any goods contained within a defaulted storage space.

Please note that seizure, disposal or auction of goods contained within a storage space does not release the shipper from their financial obligations for services rendered through a storage space.

Shipper shall be responsible for any legal costs associated with collection of unpaid balances on a defaulted storage space.

6.0 INSURANCE & LIABILITY

Casey Movers is a licensed and insured mover. Casey Movers does not provide insurance to the shipper. In the event of an accident, carrier liability is limited to the shipper declaration of value of shipment on the bill of lading. Shipper must secure their own insurance.

6.1 Default Valuation \$.60/lb/item

Default shipper declaration of value is \$.60/lb/item. This valuation is provided free of charge in any rate or estimate of services provided to shipper by carrier. By choosing this option (indicated as option A on bill of lading) the liability to the carrier is limited to \$.60/lb/item.

Example: 50lb table x \$.60/lb = \$30 carrier liability

6.2 Upgraded Valuation \$1.25/lb/item

Upgraded shipper declaration of value is \$1.25/lb/item. This will increase carrier liability to \$1.25/lb/item. This comes at an adjustment cost to shipper of \$50 per estimated 1,000lbs. \$200 for each 10x10 sized shipment. \$400 for a 24 foot truck worth of goods, or \$1,000 for a 53 foot tractor trailer worth of goods.

Example: 50lb table x \$1.25/lb = \$62.50 carrier liability

6.3 Real Property Damage

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

Moving trucks are heavy equipment. Operation of this equipment on residential property poses a natural risk to the property. Driveways may be damaged under the immense weight of a moving truck. Lawns, lamp fixtures, etc. may be damaged when trying to maneuver truck into a proper loading or offloading position.

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

Carrier recommends padding doorways/frames and walls in common moving areas prior to the movers arriving to prevent scratches, gouges or holes.

6.4 Liability Exceptions

A.) Carrier is not liable for any lost or damaged goods and/or boxes packed by owner. No exceptions.

B.) Carrier is not liable for pre-wrapped (blanketed, shrink-wrapped, packaged, etc) furniture. Example: accepting goods from another carrier or third party storage.

C.) Carrier is not liable for damage incurred due to requested dis-assembly or re-assembly of goods. Carrier not liable for hardware loss or damage (Example: screws to a piece of furniture). If shipper does not have furniture ready to go and chooses to have movers service pieces, carrier is not liable for connections or damage resulting from dis-assembly or re-assembly. Our movers encounter numerous types of furniture by countless manufacturers and are not specialists. If hardware is left up to movers to hold onto or transport, loss is on the shipper, even in the event of alleged negligence. Even if an employee, agent or mover has assured they will keep hardware safe, it is on the shipper if this hardware gets lost. People have good intentions, but hardware DOES get lost. This is the advance warning to the shipper.

D.) Carrier is not liable for goods made of particle-board. No exceptions. Particle-board furniture does not transport well and breakage is very possible/likely.

E.) Carrier is not liable for goods shipped loose.

F.) Carrier not liable for loss, theft, or damage of prohibited items (listed below in Section 6.5). Please note that prohibited items are prohibited for a reason. Inclusion of prohibited items may result in fines, seizure of shipment, or damage to shipment. Carrier retains right to eject or dispose of any prohibited items that may be found on shipment. Carrier retains right to open and inspect any boxes/cartons packed by owner.

G.) Carrier is not liable for costs or procurement of specialists (pool table specialists, hot tub specialists, safe specialists, etc) that may be required or found to be required either pre-start of move or while move is already in progress to complete shipment or part(s) of shipment.

H.) Carrier not liable to transport any one particular item whether on any inventory report or not if movers deem transport is not possible and/or dangerous/unsafe. Carrier not liable for any specialists or "other movers" brought in after move to complete transport.

I.) Carrier not liable for weather-related damage. Carrier not obligated to guarantee cover or blanket-wrapping of furniture if raining and/or snowing. Shipper may request new moving date if rain or snow is in the forecast. But, if you choose to move in the rain or snow (or are otherwise forced due to legal real estate obligations) our movers will do their absolute best, but damage in some form or another is likely. This is advance notice to the shipper. No exceptions.

J.) Carrier not liable for any real property damage (as described above in Section 6.3).

K.) Carrier not liable for common moving scratches, dust, dirt, rubs and/or chips (generally due to settling of goods on truck against other pieces of furniture). These minimal types of damages are common/expected to some degree in moving and are generally quite easy for shipper to repair and are nearly unavoidable by carrier.

L.) Carrier not liable for malfunction of electronic equipment, please note that a short circuit or mishandling of electronic equipment when packing can cause electronics to no longer work. All electronics should be properly packaged before moving. Carrier not liable for mis-packed goods. Carrier not liable for goods packed by shipper.

M.) Carrier not liable for malfunction of appliances such as refrigerators, dishwashers, washing machines and dryers.

N.) Carrier not liable for any dis-connection and/or re-connection of appliances. Movers may assist shipper with dis-connections and re-connections but carrier is not liable for said dis-connections and re-connections and/or any damages internal or external that may result from such dis-connection or re-connection even in the event of alleged negligence. This is your warning: if goods are not ready to go and shipper has movers from this carrier service them, damages and liability are on the shipper.

O.) Carrier not liable for any furniture that may become damaged in third-party storage.

P.) Empty storage trailers and units in warehouse are routinely checked and inspected for cleanliness. When a shipment is placed into storage in the warehouse or storage trailer, said storage unit or trailer becomes unavailable to routinely inspect as it will be occupied and tightly packed. Carrier is not liable for any leaks, mold, fungus or water damage that may occur and/or develop during the duration of the storage term and shippers are responsible for insuring their own items for this sort of damage while in storage. Shippers are welcome to inspect storage units and/or trailers prior to storage term prior to start of a shipment. You may alternatively obtain your own storage space for us to deliver into.

Q.) Carrier is not liable for high value items such as glass, jewelry, antiques, artwork, etc. or items worth \$100/lb or more. All jewelry, cash, medications, etc should be removed prior to the movers arriving. We are entering your home and do not want to be liable for any loss or alleged theft. This is advance warning to the shipper, if you leave your valuables laying about the carrier cannot be liable in any way for loss or theft. Glass should be taken from all hardware and packed prior to movers arriving. Mirrors, paintings, artwork, etc should be properly packed prior to movers arriving. Movers will have no choice but to pack mirrors and glass for you if they are not ready when they arrive, and they will not be properly prepared to provide such services. Carrier cannot be liable for paintings, glass, mirrors, pictures that are not properly packed prior to the movers arrival.

R.) Carrier not liable for any part (damage, loss, etc) of shipment in storage that shipper has had access to during storage term.

S.) Carrier is not liable for inspection of any property. Carrier is not liable for any instance of "the truck not fitting." 28-53 foot tractor trailers is the standard over-the-road equipment for this carrier. Carrier is not liable for shuttle services or long-walk requirements even in the event of alleged negligence by any employee, agent, estimator or mover. Shipper is responsible for any and all associated charges.

T.) Carrier is not liable for any verbal communication between estimator and shipper. Any areas of concern should be communicated to estimator, but a follow up should be provided in writing directly to the carrier.

6.5 Prohibited Items

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

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

6.6 Claims Procedure

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

Claims for shipments within the state of Massachusetts must be postmarked within 15 days. Please note that outside of this limited time-frame for a claim submission, employees or agents are unable to obtain a copy of your contract and will be unable to assist the shipper. A verbal report to the carrier or any agent or employee of the carrier does not constitute a submission of claim. Employee or agent of the carrier cannot submit a claim on your behalf.

Claims for shipments with destinations outside of the state of Massachusetts, but within the continental United States should be submitted in writing within 9 months from the date of delivery. Please note that claims submitted outside of this time-frame will be considered invalid and employees or agents of the carrier will be unable to obtain a copy of your contract and will be unable to assist the shipper.

All claims should be submitted via the instructions on the carrier website at <http://www.caseymovers.com/claim/file-claim.html>. If shipper is unable to access or complete the form located at this webpage, a written statement including your name, applicable shipment dates, list and description of damages with supporting photos along with estimated weight of damaged items, should be sent and post-marked within allotted time-frame to:

Casey Movers
ATTN: Claims Department
379 Liberty Street
Rockland, MA 02370

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

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

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

Please note that threats of claims, lawsuits, bad reviews, or using your position of power in association with an attempt at financial gain at the expense of the carrier is extortion and all employees and agents

of this carrier are required to report such threats to management and/or governing agencies.

7.0 ACCOUNT MANAGEMENT

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

7.1 Binding Estimates

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

- A.) Move Date(s)
- B.) Origin Address
- C.) Destination Address
- D.) Pre-Move Inventory

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

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

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

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

7.2 Collection of Account Charges

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

Please note that if delivery address is outside of the state of Massachusetts, carrier may only collect 100% of the binding estimated charges. Additional services rendered beyond the estimated charges (hourly, mileage, materials, etc) will be billed within 30 days of release of goods.

Please note that if delivery address is outside of the state of Massachusetts, carrier may collect 110% of estimated charges if estimate is non-binding (if the estimate was done over the phone or via email). Remaining balance will be billed within 30 days of release of goods.

Please note that collection of charges may be estimated by the movers. Please note that as service is hourly and movers are collecting before offload, carrier reserves right to compile a final invoice of charges to be delivered or post-marked to the shipper within 30 days at which point the payment terms are as found in Section 7.3 below.

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

Please note that carrier may require that account balance be paid in full prior to dispatch of inter-state delivery.

The carrier accepts cash, certified bank check or money order. The carrier does not accept personal checks.

The carrier accepts Mastercard or VISA in certain instances. However, movers do not have credit card machines in the field. There is a 5% handling charge to call payments into the main office. No exceptions.

Please note that all payments to the carrier are non-refundable. Please note that the final charge for services rendered will be in accordance with this tariff and is non-negotiable.

7.3 Account Balances

Carrier does not extend credit to the shipper except where required by state or federal law. In instances where carrier is required to extend credit, carrier will allow a 30 day free credit period for uncollected balances for services rendered that remain on account after final release of goods.

There will be a service charge of 2% added to account for each 30 day period that account remains unpaid by shipper. Please note that carrier reserves any and all rights to collect unpaid balances and/or forward uncollected balances to a collections agency.

7.4 Account Fraud & Prevention

Please note that all calls you make to the carrier may be monitored and/or recorded. Please note that carrier may keep detailed call records.

Please do not lie or make false statements to agents or employees of the carrier. Do not intentionally omit vital account details when communicating with agents or employees of the carrier in an attempt to defraud the carrier for financial gain. (Example: Seeking a refund from an agent or employee when other agents or employees already gave you a refund or failed to collect in full for services rendered)

Please note that all payments made to carrier are non-refundable. Agents and employees of the carrier cannot refund a payment to the shipper once a payment has been made.

Please note that employees and agents of carrier may be required to report suspected account fraud to management and/or governing agencies.

7.5 Deposit Requirements

Carrier requires a minimum of \$100 or 10% of estimated shipment costs to hold move dates for the shipper. Deposit amount is to never be construed as an estimate in any way, shape or form. As carrier has limited availability, this deposit is non-refundable. Cancellation for any reason by the shipper will result in loss of deposit.

Shipper may at times require a \$250 deposit minimum.

7.6 Closed Accounts

Closed accounts may be filed away into our shipment records or disposed of. Please note that there should be no reason to pull the documents in a closed account later than thirty days after the completion of a shipment as carrier requires any claims for loss or damage to be filed in writing within fifteen days of completion of shipment (or 9 months to applicable inter-state shipments). Carrier is not liable for any reason if report is not filed within that period. Please note that there is a \$75 fee billable to the shipper contained on the bill of lading should the documents be pulled from carrier records for any reason by any party and a \$75/hr service charge may be applied to certain requests.

7.7 Abuse, Hostility and Harassment

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

7.8 Relatives & Friends

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

7.9 Claims Department

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

8.0 IMPORTANT DOCUMENTS

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

8.1 Moving Tariff

Moving tariff is a document periodically approved and on file with the Massachusetts Department of Public Utilities. The Massachusetts Department of Public Utilities may provide you a copy of this document. This document can change at any time for any reason and will govern your move. An updated copy of this document is also maintained on the web at <http://www.caseymovers.com/moving-tariff.pdf>. This document is important as it contains the guaranteed rates and terms of service applicable to shipments through this carrier.

8.2 Pre-Move Inspection Report

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

8.3 Confirmation

This is a document sent through email or mail that may contain confirmation of move dates, a summary of services, deposit information, guaranteed rates of service, applicable discounts, and estimate of charges. The document is not required and often sent as a courtesy to the shipper. This document is not a contract or a bid and never to be construed as such. Although this document is not required, if you do not receive this document, you may want to confirm your move with the main office.

8.4 Bill of Lading

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

8.5 Claims Submission Form

This is a document that can be provided by our employees or maintained on our website which includes all the standardized disclosures and requests that the carrier will need to fulfill a claim of loss or damage for a shipper.

8.6 Mutual Release

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

TYPICAL OFFICE HOURS:

Monday through Friday 9:00am-5:00pm
Except for Holidays (and, surrounding days)

Please note that operations run independently from office hours and we accept moves 7 days per week except on major holidays (and, possibly days leading up). Please note that weekend moves may void discounts. Please note that inter-state deliveries must be scheduled Monday through Friday only.

Pick up your 20 free book boxes at 379 Liberty Street in Rockland, MA 02370 after you have placed a deposit for a reserved moving date.