

TITLE PAGE

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CERTIFICATE NUMBER: MC # 2923

TARIFF FOR TRANSPORTATION OF HOUSEHOLD GOODS WITHIN THE STATE OF RHODE ISLAND

Date Issued: 02/01/2025

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The provisions published in this tariff, if effective, will not result in an effect on the quality of the human environment.

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Item 1 Application of Rates

Rates in this tariff apply on goods moving between points within Rhode Island.

Item 2 Definition of Terms

"Personal Household Goods and Effects" means new or used personal effects and property normally used in a residential dwelling.

"Commercial Household Goods" means furniture, fixtures, equipment and property of stores, offices, museums, institutions, hospitals, or commercial establishments; articles also include objects of art, displays, and exhibits, which, because of their unusual nature and / or value, require specialized vehicles, handling equipment and labor utilized in the moving of household goods.

"Pickup" means calling for, loading and/or receiving goods and issuing a receipt for such at shipper's residence or place of business directly accessible to carrier's vehicle.

"Delivery" means unloading or transferring the goods and obtaining a receipt for the goods at consignee's residence or place of business directly accessible to carrier's vehicle.

"Depreciated Value" or "Actual Cash Value" means the cost new, less depreciation.

"Warehouse Pickup or Delivery" means loading or unloading at only doors, platforms or other points convenient or directly accessible to the carrier's vehicle.

"Linehaul" means the service of traveling between pickup point and delivery point.

Item 3 Limitations and Restrictions

The obligation to accept articles for shipment shall be subject to the capacity and availability of appropriate type of vehicle, restrictions of streets, highways, bridges or other structural impairments, and to the requirements of laws, ordinances, or regulations.

Rates do not provide for protection from cold or heat, nor is carrier obligated to provide heated or refrigerated service, except as may be provided for in this tariff.

Except as may be provided, nothing in this tariff shall require a carrier to perform pickup, linehaul or delivery service between the hours of 5:00 PM and 7:00 AM; nor on, Sunday, New Year's Day, Presidents Day, Good Friday, RI Independence Day, Memorial Day, Independence Day, Victory Day, Labor Day, Columbus Day, Election Day, Thanksgiving, or Christmas as may be observed on such various days as are appointed by the Governor or state government of RI, or the president or congress of the US.

Item 4 Prepayment or Guarantee of Charges

Carrier can require a written guarantee of the total charges, or the prepayment of charges at pickup, or payment in full at time of delivery. Carrier must inform shipper prior to pickup of the terms of payment and the required method of payment, viz; Cash, certified check or credit card.

Nothing herein shall limit the right of the carrier or its agent, prior to or at time of shipment, to require the payment in full or in part, or a written guarantee of the total applicable legal charges.

Carrier has the right to retain possession of any property transported by it, or to place the same in storage at the expense of the shipper, until all charges have been paid in cash, certified check or credit card.

Item 5 Bill of Lading

When property is transported subject to this tariff, carrier must issue a Bill of Lading. The Bill of Lading used, must conform in content and format to that appended to the Rules and Regulations Governing Transportation Provided by Motor Carriers of Property. No contract, receipt, rule, regulation, limitation or notation whatsoever shall exempt the carrier from liability, except by Released Rates, dependent upon value, agreed upon by shipper and approved and authorized by the RIDPUC.

The entire agreement between the parties is contained in this tariff, the Rules and Regulations of the Division of Public Utilities, the Laws of the State of Rhode Island, and the Bill of Lading Terms and Conditions (see item 600).

a.) Upon completion of services at destination, the Bill of Lading will be completed, and shall contain all charges for transportation based on actual time consumed for each vehicle with driver, helpers, packers, packaging and packing materials, and such other charges as may be applicable under the rules, rates and charges contained in this tariff.

b.) In the spaces provided in Section 2' of the Bill of Lading, the carrier must record the "Start Time:" the hour and minute the carrier started, "End Time:" the hour and minute the carrier completed the job, and "Lunch Time:" the hours and minutes spent for meals and downtime.

(See Items numbered 9, 10, and 11)

Item 6 Shipper's Choice of Loss Coverage Required

The following conditions must be met prior to loading the shipment for relocation:

Only one coverage must be selected on the "Truth in Coverage" statement and options cannot overlap (see section 1).

Item 6 Shipper's Choice of Loss Coverage Required (Continued)

Every shipper, owner or agent must choose between **DEPRECIATED VALUE** coverage OR **RELEASED VALUE** coverage (\$.60 per pound per article) for the shipment. This statement of coverage is binding on both the shipper and the carrier; and it shall be executed by choosing and checking only one of either choice on the Bill of Lading (See Section 1 of the Bill of Lading).

If **DEPRECIATED VALUE** is chosen, shipper is required to purchase from the carrier Valuation Coverage for the total of Declared Value stated on the Bill of Lading. This coverage will be offered by the carrier at the listed cost. A minimum amount of coverage may be required per move. The Valuation Coverage may also require a Deductible amount. Rates herein (see Item 501) are per one thousand dollars of declared value. Shippers who choose Depreciated Value are required to declare the **TOTAL VALUE** of all the goods being moved, including articles of extraordinary value, and items or sets valued at over \$2,000.00.

If **RELEASED VALUE** is chosen, there is no additional charge to the shipper. Under this choice, all claims for loss or damage will be paid at the rate of \$.60 (60 cents) per pound per article.

By prearrangement with the carrier, a shipper or an agent or employer of the owner of the goods, who is responsible for transportation charges/arrangements may issue the carrier a written and signed declaration of "released value" OR "depreciated value" concerning the shipment. The declaration shall be made in the form of a purchase order or a letter of instruction to the carrier. The carrier must receive the request before any service is performed. The carrier shall accept such notice in lieu of the required personal signature of the owner; and it shall be made a part of the Bill of Lading.

If the shipper or its agent does not choose one of the two coverage options, the default coverage will be depreciated value coverage and assessed the valuation charge. (Issued per Order No. 10102, dated April 24, 1980, of the RIDPUC.)

Item 7 Restriction of Articles

Carrier will not accept any Hazardous Materials. Any party concealing such material shall be liable and shall indemnify the carrier against all loss caused by the shipping of such goods.

Carrier will not accept any article that is liable to damage equipment and/or property.

Carrier will not be liable for loss or damage of Articles of Extraordinary Value; or an Item or Set valued at \$2,000.00 or more in its possession without its knowledge. Agreement can be made to carry such goods, as provided for in the bill of lading. Each Article or Item or Set, with its value, must be listed on the bill of lading or on an inventory list. Carrier will not accept articles, which cannot be taken from or placed into a building without damage to the article and/or building; except with a written release from owner, shipper, consignee or their agent acknowledging and assuming responsibility for such damage to article and/or building. This release excludes any damage to the article and/or building caused by negligence of the carrier.

Carrier will not accept articles manufactured from particleboard, unless article is disassembled and knocked down flat by owner for the move; or with a written release from owner assuming responsibility for damage, other than damage caused by negligence of the carrier.

Item 7 Restriction of Articles (Continued)

Carrier will not be liable for loss or damage for any article or item, or building or grounds, other than damage caused by negligence of the carrier, or be in violation of any rule or regulation or the Dept. of Public Utilities if a waiver releasing the carrier, approved by and not prohibited by the Dept. of Public Utilities, and also provided that shipper agrees to and signs such waiver releasing the carrier. (See Exhibit A)

Item 8 Inspection and Repackaging

Carrier has the right to inspect contents of packages to determine the character and condition of the property being moved.

Furniture or fragile articles, packed by shipper, must be properly supported and cushioned and the container must be marked as to the fragile nature of the contents.

Carrier has right to refuse articles that are improperly packed and are susceptible to damage because of the inadequate packaging. At the request of shipper or agent, carrier will properly repack at charges shown in this tariff.

If a shipper insists on moving articles unpackaged or uncrated, a waiver must be signed acknowledging their risk and releasing the carrier from liability for damages that may occur because of the articles not being protected by being packaged or crated. The waiver will not include damages caused by negligence of the carrier. (See Exhibit A)

Item 9 Computation of Time

Time of service shall be computed from the time the vehicle reports at point of origin until delivery has been completed at destination, plus traveling time from carrier's terminal and return thereto, less time spent for meals and downtime (see Item 5 (b) and Item 11).

Item 10 Disposition of Fractions

Unless otherwise provided in this tariff, to dispose of fractions in computing a rate or charge, omit fractions of less than one-half (1/2) of one cent, or increase to the next whole figure those fractions which are equal to or more than one-half (1/2) cent.

Item 11 Hourly Rates, Method of Computation

Charges based on time shall be computed by multiplying the hourly rate by the time period involved. Fractions of an hour shall be disposed of as follows:

- a.) Where the time involved is in excess of 15 minutes but not more than 30 minutes,
the charge shall be for one-half hour.
- b.) When the time involved is in excess of 30 minutes but not more than 60 minutes,

Item 11 Hourly Rates, Method of Computation (Continued)

the charge shall be for one hour.

Item 12 Advancement of Charges

Carrier may advance charges, only at the owner's request, for services necessary to facilitate the movement of goods; viz, appliance removal and/or installation; or any other circumstance requiring special equipment, skills or licensing. When carrier engages the third party at the request of and as agent of the owner, carrier will not be liable for third party activities or conduct, charges, nor for the quality or quantity of services. The advance charges will be in addition to tariff charges and will be supported by third party's invoices. Advance Charges will be in Section 4 on Bill of Lading. Upon request of Shipper, owner or consignee of the article, Carrier may, subject to sub-paragraph (B) below, service Special Articles at origin and destination at the transportation 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. 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. As used in this Rule, Special Articles include articles or appliances such as 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 unserviced as provided in this Rule. 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. All charges of third parties must be paid by Shipper, and are in addition to all other lawful rates and charges in this tariff. Such charges may be advanced by Carrier, and billed as Advanced Charges as provided herein.

Item 13 Vehicle and Driver Required

Carrier shall not supply a vehicle without a properly licensed and qualified driver.

Item 14 Perishable Goods, Live Plants

Except as otherwise provided in this Item, carrier shall not accept for shipment any frozen foods or any other articles requiring refrigeration. At the carrier's option, frozen foods may be accepted for transportation, provided:

- a.) The food is contained in a leakproof container or cooler (provided by shipper).
- b.) The shipment is to be transported not more than 80 miles and or delivery be accomplished within 12 hours from time of loading;
- c.) No storage of the shipment is required; No preliminary or enroute servicing by use of dry ice, electricity, or other preservative methods are required of carrier;
- d.) Carrier will not be responsible for the condition or the flavor of the food;
- e.) Carrier shall not be responsible for the condition of live plants upon delivery due to extreme temperatures in the van or tippage. All live plants must be contained in a carton to collect any spillage of soil.

Item 15 Disassembling and Reassembling

Transportation charges do not include the cost of removing any outdoor articles embedded in the ground or secured to a building, nor the assembling or disassembling of any outdoor articles. Normal assembly/disassembly of indoor articles (ie: beds, dressers, etc.): charges for this service are listed in Item 500 of this tariff. 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 assemble or disassemble unusual articles found inside a building such as steel shelving, total gym systems, peloton bikes, treadmills, pool tables, elongated work tables, counters, etc. Carrier will NOT reassemble cribs or bunk beds. Carrier will NOT remove items from or put items on any walls (i.e., mounts, art, pictures, etc.) Carrier will NOT arrange for such services to be performed by third parties

Item 16 Waiting or Delay Time

Rates and charges for waiting or delay time shall be as shown in Section 500 of this tariff. Charges apply to vehicle and crew and shall apply when vehicle is held for the convenience of the shipper and/or consignee, through no fault or neglect of the carrier or its agent.

Item 17 Furnishing Helpers

Carrier will furnish the number of helpers necessary to properly handle the shipment which is to be transported.

On request of the shipper, the carrier will furnish additional helpers at the applicable rates for helpers. Charge will be in addition to all other applicable charges. Charges for this service are listed in Item 500 of this tariff.

Item 18 Hoisting and/or Lowering of Articles

Hoisting or lowering services will be performed at points only where carrier has equipment and qualified personnel necessary to perform such service, weather conditions permitting. Otherwise, upon request of shipper, or owner of the goods, the carrier, as agent of and for and on behalf of the shipper or carrier, will attempt to arrange for service, at the expense and risk of the shipper or owner of the goods. In such instances, the carrier shall not be responsible for damage or loss of the shipment or property when in possession of the third party. Hoisting and/or Advance Charges will be in Section 4 on the Bill of Lading.

When hoisting or lowering service is performed without mechanical crane equipment, the following charges apply each time service is rendered.

Where height of building is 2 Stories or less:

First Article Additional	Flat Charge	\$60
Article	Each	\$40

Where height of building is 3 Stories:

First Article Additional	Flat Charge	\$90
Article	Each	\$70

Item 19 Piano or Organ Carry Charges

Handling and Flight charge for Piano and Organ. Piano or Organ Carry/Flight Charges will be in Section 4 on the Bill of Lading.

Handling Charge (Flat Charge) (see notes 4 & 5)	\$150
Flight Carry Charge (Inside of a Building, Per Flight) (see note 3)	\$100
Flight Carry Charge (Outside of a Building, Per Flight)	\$60
Additional Steps, over 10 per flight, per step (see note 6)	\$2

Notes:

1. Inside of a building, the steps from one floor or story to the next floor or story will be considered one flight. If an elevator is employed, flight charge shall not apply.
2. Outside of a building, the first flight shall consist of 5, but not more than 10 Steps. Steps less than 5 will not be considered a flight.
3. Flight Carry Charges apply each time service is rendered.
4. Handling Charges applies once per shipment for each piano or organ.
5. Charges will not apply to portable or toy pianos or organs
6. Additional Steps over 10 per flight apply to inside or outside of a building.

Item 20 Toll Charges

Where delivery of any commodity covered by this 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 charges will also apply on the return of the carrier's vehicle. Toll Charges will be listed in Section 4 of the Bill of Lading.

Item 21 Cross Reference to Charges, Items, Notes or Rules

Where reference is made in this tariff to charges, items, notes or rules, such reference will also embrace any revision of successive issues of such charges, items, notes or rules.

RULES GOVERNING THE FILING OF CLAIMS OR SUITS

Item 300 Loss, Damage, or Overcharge Claims or Suits

NOTE: Notations of loss, damage or overcharge made at the time of delivery on the Bill of Lading, do not constitute the filing of a claim.

Any claim for damage, loss or overcharge shall in filed with the carrier in writing by the claimant and shall be accompanied by the paid original bill to the carrier. In lieu thereof, carrier may require certified or sworn statement of claim.

Carrier must be notified of all damage, especially concealed damage and shall be allowed the opportunity to inspect articles damaged, the package, and packing material.

Carrier's liability for sets or matched articles shall be limited to repair or replacement of the lost or damaged item only.

Carrier's liability shall not exceed cost of repairing or replacement of lost or damaged article with like kind and quality, not to exceed the depreciated value, and in no event a greater amount than \$.60 per pound if released value is declared. It is the carrier's option to pay, repair, or replace articles lost or damaged.

Loss or Damage: Claims for loss and/or damage must be filed with the carrier in writing, within nine months after delivery of the property, or in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed; and, suits shall be instituted against the 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. When claim is not filed or suit is not instituted, then in in accordance with the foregoing provisions the carrier shall not be liable, and such claims or suits shall not be paid.

Overcharge: Claims for overcharge payments must be filed with the carrier in writing, within two years after delivery of the property; and suits shall be instituted against carrier 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. When claims are not filed or suits are not instituted, then in accordance with the foregoing provisions, carrier shall not be liable and such claims or suits shall not be paid.

Carrier's Acknowledgement of Claim: When a claim is filed, the carrier shall acknowledge receipt of the claim, in writing to the claimant, and within thirty (30) days after the date of its receipt by the carrier unless the carrier shall have paid or declined such claim in writing. The carrier shall also indicate in its acknowledgement if any additional documentary evidence or other pertinent information may be required to further process the claim.

Carrier shall pay, decline, or make a firm compromise settlement offer in writing to the claimant within 120 days after receipt of the claim.

ACCESSORIAL CHARGES

Charges for materials and the accessorial services shown in these Items shall be in addition to all other rates and charges named in this tariff and will be listed in Section 3 of the Bill of Lading.

Item 400 Delivery, Packing and Unpacking of Containers

At the request of shipper/consignee, packing and unpacking of containers will be performed by the carrier; a charge shall be assessed at rates applicable to helper-per man as shown in Items 500, as may be amended, as may be the case, of this tariff

At the request of the shipper, overtime packing of containers will be performed by the carrier; a charge shall be assessed at appropriate rates, applicable to helper-per-man as shown in Items 500, as may be amended, as may be in the case, for labor. Local packing rates will be applicable for packing services performed by Carrier. Flat rates will apply to the purchase of cartons or containers. All such cartons and containers furnished and packed by Carrier (or its agent(s)) remain the property of the consignee. If the consignee or his or her agent requests unpacking (which includes disposal of such cartons and containers, if requested), separate rates apply in addition to packing rates.

In the event two or more cartons or containers must be joined because of size, shape or character of the item or items to be packed, each such carton or container that is so joined will be counted as one carton for rating purposes. Used material pricing only applies when used materials are available for use. Debris removal or unpacking after delivery date is applicable to local hourly rates. 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 at charges as shown in this tariff. 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. Articles that must be packed, crated, or wrapped may be prepared for shipping/transport by the shipper or by Carrier at the request of the shipper. Shipper or shipper's predetermined representative (as shipper's agent for all purposes) must be present during all packing, loading, unloading and unpacking. Carrier is not responsible for damage to items packed by shipper, his/her agent or third party.

Item 401 Inventory

The Carrier is responsible for the delivery of the number of packages and description of packages being transported as it appears on the bill of lading or inventory list and must be signed by both the carrier and the shipper. 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 insure safe transportation with ordinary care. Carrier is not responsible for damage to items packed by shipper, his/her agent or third party.

Item 405 Accessorial Labor Charges

The charge named in this Item shall cover all accessorial charges for which no charges are otherwise provided in this tariff. Such charge shall be in addition to all other charges accruing on any involved shipment.

The charge will apply only when such unnamed service is requested by the shipper and/or consignee.

The charge per man furnished, shall be equal to the total number of hours consumed, plus traveling time from carrier's terminal and return thereto, (less mealtimes) multiplied by the applicable hourly rate applicable to helper-per-man as provided in Item 500, as may be amended, and as may be the case of this tariff (see Item 11).

Item 500 Rates and Charges

Rates are in Dollars and Cents Per Hour for Vehicle with Driver and for Helpers. A minimum of three (3) hours will be assessed. (See Items 9, 10, and 11) for local, instate household goods.

Monday thru Friday:**(8 AM – 5 PM)****After 5 PM Monday-Friday: &** 1 Vehicle with 2 Men \$220.00 an hour**Saturday (8 AM – 5 PM):** 1 Vehicle with 3 Men \$260.00 an hour**After 5 PM Saturday:** 1 Vehicle with 4 Men \$300.00 an hour**Bulky Goods**

Goods of unusual size and low-weight density, often requiring special accessororial servicing, with attending extra charges, e.g. boats, snowmobiles, hot tubs will be charged in addition to the total move charges as follows:

Piano, Upright	\$100.00	Kayak / Canoe.....	\$100.00
Piano, Grand.....	\$100.00	Safe (Under 200 Lbs).....	\$100.00
Piano, Baby Grand.....	\$100.00	Safe (Over 200 Lbs).....	\$150.00
Motorcycle.....	\$100.00	Vending Machine.....	\$100.00
ATV/Golf Cart.....	\$100.00	Video Game Machine.....	\$100.00
Lawnmower, Push.....	\$100.00	Aquarium (50 Gal, or Less).....	\$100.00
Lawnmower,Riding.....	\$100.00	Aquarium (50 Gal, or More).....	\$100.00
Scooter.....	\$100.00	Misc. Appliance Handling.....	\$100.00
Pool Table.....	\$450.00	Misc. Bulky Article.....	\$400.00
Jacuzzi.....	\$350.00		

Packing Services and Material Price List

	New Sales Price	Container and Packing Price	Used Container	Packing per Container
1.5 book ctn.....	\$2.25	\$13.50	\$1.15	Applicable hourly rate Plus \$3.00
3.0 Medium.....	\$3.75	\$17.50	\$1.90	Applicable hourly rate Plus \$3.00
4.5 Large ctn.....	\$4.25	\$19.00	\$2.15	Applicable hourly rates plus \$3.00
5.2 dish pack.....	\$9.50	\$41.50	\$4.75	Applicable hourly rates plus \$3.00
6.1 x-large ctn.....	\$6.00	\$20.75	\$3.00	Applicable hourly rates plus \$3.00
mirror 2piece large inner.....	\$13.00	\$35.50	\$6.50	X
mirror 2 piece lg outer.....	\$13.00	\$35.50	\$6.50	X
Wardrobe Boxes.....	\$16.50	\$27.75	\$8.25	Applicable hourly rates plus \$3.00
TV packing up to 75 inch.....	\$50.00	\$125.00	\$25.00	Applicable hourly rates plus \$3.00
paper pad brown paper	\$40.00			
(25 sheet 3 ply) bundle news print (1- 25lb bundle) 2000 sheets				
tape clear roll.....	\$3.50 each			
tape clear roll (6 pack).....	\$18.00			
tape brown roll.....	\$3.50 each			
Tape brown (6 pack).....	\$18.00			
King _ SFDW bag.....	\$5.00	\$40.00		Applicable hourly rates plus \$3.00
Queen ? SFDW Bag.....	\$5.00	\$40.00		Applicable hourly rates plus \$3.00
full/double.....	\$5.00	\$35.00		Applicable hourly rates plus \$3.00
twin/single ? SFDW bag.....	\$5.00	\$25.00		Applicable hourly rates plus \$3.00
crib _ SFDW bag.....	\$5.00	\$20.00		Applicable hourly rates plus \$3.00
peanuts				
Specialty Items				
Grandfather clock Packing.....	\$45.00	\$350.00		Applicable hourly rates plus \$3.00

Item 501 Depreciated Valuation Charges

\$9.50 per each \$1,000 of Declared Value, \$10,000 Minimum, \$0 Deductible

BILL OF LADING

ITEM 600 TERMS AND CONDITIONS OF CONTRACT

In addition to the terms and conditions listed below, state law, the rules and regulations promulgated by the Public Utilities Commission of Rhode Island, and individual tariff rules and rates apply.

Section1:

- (a) The carrier in possession of the property described in this bill of lading shall be liable as at common law for any loss or damage, except as hereinafter provided.
- (b) No carrier shall be liable for any loss or damage to a shipment or for any delay caused by an Act of God, the public enemy, the authority of law, the act or default of shipper, or from a defect or vice in the property. Except in the case of negligence of the carrier, the carrier shall not be liable for loss, damage or delay which results when the property is stopped and held in transit upon request of the shipper, owner or party entitled to make such request; or from faulty or impassible highway, or by lack of capacity of a highway bridge or ferry, or from riots or strikes, or for delay caused by breakdown or mechanical defect of vehicles or equipment. The burden to prove freedom from negligence is on the carrier.

Section 2:

Carrier is bound to transport said property 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.

Section 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.

Section 4:

- a.) When, through no fault of the carrier, neither the consignee nor the consignee's agent is present at the delivery point, and/or goods cannot be delivered at the address shown on the face hereof, at the option of the carrier, goods may place into a storage facility 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. Carrier will send a notice to the address given for delivery and to any other address given on the bill of lading for notification. The notice will show the warehouse in which such property has been placed and contact information.
- b.) Where the procedure provided for in section 4(a) is followed, it is agreed that nothing contained in said section 4(a) shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

ITEM 600 TERMS AND CONDITIONS OF CONTRACT (Continued)

c). The proceeds of any sale made under this section shall be applied by the carrier to the payment of advances, tariff charges, packing, storage, and any other lawful charges and the expense of notice, advertisement, sale and other necessary expense and of caring for maintaining the property, if proper care of the same requires special expense, and should there be a balance, it shall be paid to the owner of the property sold hereunder.

Section 5:

Explosives, liquids of any kind, combustibles or hazardous materials will not be accepted for shipment. When such goods are concealed and shipped, every party, whether principal or agent, shipping such goods shall be liable for, and indemnify and hold the carrier harmless against, all claims for loss, damages, litigation or environmental impact caused by such hazardous materials. The carrier will not be liable for safe delivery of the shipment.

Section 6:

The owner, consignee or consignor shall be jointly liable for any unpaid advances, tariff charges, packing, storage and all lawful charges. When credit has been extended, carrier shall invoice shipper for services rendered.

Section 7:

Any alteration, addition or erasure in the bill of lading which shall be made without the special notation hereon of the agent of the carrier issuing the bill of lading shall be without effect, and this bill of lading shall be enforceable according to its original tenor.

Section 8:

In all cases not prohibited by law, where a lower value than the actual value has been stated in writing by the shipper or agent, such lower value shall be the maximum amount to be recovered whether or not such loss or damage occurs from negligence.

The carrier's liability shall be either:

(A) Depreciated Value: This is the actual cash value of the goods. Shipper must declare the total actual value of all the goods being moved. This amount must include items in Section 8 (b) below. Valuation coverage must be purchased from the carrier for the total amount of Declared Value. Valuation coverage may be subject to Minimums and or Deductibles (see individual tariff rules). Under this choice, in the event of a claim for loss or damage, the carrier, at his option, will either pay the depreciated value (not actual value) of an article to the claimant or the items will be repaired/restored or replaced with similar item.

OR

(B) Released Value: Under this choice, carrier will pay 60 cents (\$.60) per pound per article for all loss or damage claims. There is no charge for this choice.

Under either coverage selected:

- (1) Carrier will not be liable for documents, including coin money, or articles of extraordinary value; or a single item or matching sets of items with a value of \$2,000.00 or more,

ITEM 600 TERMS AND CONDITIONS OF CONTRACT (Section 8) (Continued)

unless the documents, articles, items or sets are listed on the face hereon or on an inventory list with a stipulated value listed for each.

- (2) Carrier will not be liable for perishable items unless such items are listed, with a stipulated value listed for each perishable item, and with the specific acceptance of the item for shipment annotated by the carrier. Employees, such as the driver or laborers who may handle this shipment do not have authority to accept perishable items for shipment; only managers/officers of the carrier have authority to authorize exceptions to this rule. The carrier will not be liable for perishable items placed in this shipment without the express knowledge and approval of the carrier.

Disposal of Unwanted Goods

\$25 per standard item, mattresses are \$100 each. We do not dispose of large bulky items or items with chemicals.

ITEM 700 TRUTH IN COVERAGE STATEMENT**TRUTH IN COVERAGE STATEMENT**

(ATTACHMENT TO HOUSEHOLD GOODS MOVERS' BILL OF LADING)

CARRIER: _____ SHIPPER: _____

DATE: _____ BILL OF LADING #: _____

A [] DEPRECIATED (ACTUAL) VALUE:

If any article is lost, destroyed or damaged while in your mover's custody, your mover will be required to either repair the article to the extent necessary to restore it to the same condition as when it was received by your mover, or pay you for the cost of such repairs, or reimburse you the depreciated (actual) value of the item. If you check this option, you must also check (A) on the Bill of Lading in Section 1.

Declared Total Value of All Goods Being Relocated: \$ _____

B [] RELEASED VALUE:

If any article is lost, destroyed or damaged while in your mover's custody, your mover's liability is limited to the ACTUAL WEIGHT of the lost, destroyed or damaged article multiplied by 60 cents per pound per article. For example, if a 100-pound television, valued at \$1000.00 is lost or destroyed, the mover would be liable for no more than \$60.00 (60¢ x 100 pounds.) Recovery under this level of coverage is considerably less than the average value of household goods. If you wish to choose this level of coverage, write the words "SIXTY CENTS PER POUND" on the line below:

If you check this option, you must also check (B) in the Bill of Lading. In Section 1.

Signature of Shipper or Representative_____
Date