# Commonwealth of Massachusetts Department of Public Utilities Transportation Oversight Division

## Clark Relocations LLC<sup>1</sup> D.B.A.<sup>2</sup> Pioneer Moving Massachusetts Tariff

Original Sheet: Tariff 1

Effective 9/11/21

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<sup>&</sup>lt;sup>1</sup> LLC. – Limited Liability Company

<sup>&</sup>lt;sup>2</sup> D.B.A. – Doing Business As

#### **TITLE SHEET**

Clark Relocation LLC

TARIFF NO.<sup>3</sup> 1

This tariff contains the description, regulations, and rates applicable to the furnishing of services and facilities for household goods services provided by Clark Relocations LLC. with principal offices at **11 Yale Street, South Hadley, Massachusetts, 01075**. This tariff is on file with the Commonwealth of Massachusetts Department of Public Utilities, and copies may be inspected during normal business hours at the Company's principal place of business.

The Company's telephone numbers is 413-313-6596 and email is pioneermovingma@gmail.com.

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<sup>&</sup>lt;sup>3</sup> Number

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#### **DEFINITIONS**

#### **TERM - DEFINITION**

C – Charge

Cu Ft - Cubic Feet

CWT - Hundred Pound Weight

Incl - Inclusive

LB or LBS. – Pound

legal holiday - any legal national/state holiday

Loading - includes MATS' loading and unloading

Ma or MA - Massachusetts

N - New

N/C - No Charge

N/A - Not Applicable

Packing - includes MATS' packing and unpacking

#### **INDEX OF SPECIAL RATES COMMODITY PAGE**

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#### **SECTION 1 -- MILEAGE CALCULATIONS**

Every reasonable effort will be made to determine the correct mileage between the pick-up point and delivery point by the shortest practical truck routes. Where there is more than one desirable route with differing mileage, the shipper will be charged for the route with the least number of miles. Mileage will be determined using PC MILES AND MILES, Version

#### **RULE 1**

7.9.

When the point of origin and/or point of destination is not available in PC MILES AND MILES, Clark Relocations will use the latest edition available of the ATA Moving & Storage Conference Mileage Guide to determine mileage.

#### ITEM 2 -- ADDITIONAL SERVICES AND CHARGES

ITEM 2A - Packing and Unpacking per carton

Packed by Clark Relocations

Small (1.5 Cubic Feet):	Carton Price -	\$3.00	Packing -	\$5.00	Unpacking -	\$5.00
Medium (3.1 Cubic Feet):	Carton Price -	\$5.00	Packing -	\$8.00	Unpacking -	\$8.00
Large (4.5 Cubic Feet):	Carton Price -	\$5.00	Packing -	\$10.00	Unpacking -	\$10.00
Extra Large (6.0 Cubic Feet):	Carton Price -	\$7.00	Packing -	\$10.00	Unpacking -	\$10.00
Dish Barrell:	Carton Price -	\$15.00	Packing -	\$17.00	Unpacking -	\$17.00
Wardrobe:	Carton Price -	\$12.00	Packing -	\$8.00	Unpacking -	\$8.00
Mirror Carton:	Carton Price -	\$12.00	Packing -	\$17.00	Unpacking -	\$17.00
White Paper (per 20 Lbs.):	Carton Price -	\$20.00	Packing -	N/A	Unpacking -	N/A
Brown Paper (per sheet):	Carton Price -	\$2.50	Packing -	N/A	Unpacking -	N/A
Mattress Carton / Bag:	Carton Price -	\$20.00	Packing -	\$5.00	Unpacking -	\$5.00

#### Area covers all other Massachusetts counties.

#### **RULE 2**

For any shipment that requires overtime packing and/or unpacking, 25% will be added to the applicable rate listed above.

#### **RULE 3**

Articles that must be packed, crated, or wrapped may be prepared for shipping by the shipper or *Clark Relocations LLC.* will perform the service at the request of the shipper.

ITEM 2B - Labor Charges

These charges apply to services not otherwise covered in this tariff when such services are requested by the shipper.

Day Labor Performed Time Labor Performed Charge Per Man-hour

Weekdays 8 A. M. to 5 P. M. \$44.00 Weekdays before 8 A. M. and after 5 P. M. \$66.00 Saturday 8 A M. to 5 P. M. \$44.00 Saturday before 8 A. M. and after 5 P. M. \$66.00 Sunday any time \$66.00 Legal State or Federal Holidays anytime \$66.00

ITEM 2C - Storage in Transit

If the shipper requests the shipment be held in storage before delivery to the point of destination, the following charges will apply.

**CHARGE PER CWT** 

Storage (per 30-day period or part thereof) \$5.50

Climate Controlled Storage (per 30-day period or part thereof) \$7.50

Warehouse Handling \$5.00

Overtime Warehouse Handling \$7.50

Pick-up or Delivery Transportation

1,000 to 1,999 lbs. \$45.00

2,000 to 3,999 lbs. \$35.00

4,000 or more \$28.00

ITEM 3 -- ADDITIONAL COMMODITIES AND CHARGES

ITEM 3A - Household Appliances

Clark Relocations Moving Company will charge the following rates for household appliances that require special handling to assure safe transportation.

First Item \$40

Each Additional Item \$40

ITEM 3B - Bulky Items

The following charges will apply to the loading of the following items.

**ITEM CHARGE** 

Grandfather Clocks \$50

Hot Tubs \$250.00

**RULE 4 -- Warehouse Delivery** 

Except as provided in Rule 4, when goods are consigned or delivered to a warehouse, the location of the warehouse will be considered the destination and must be noted on the Bill of Lading. Clarks Relocation liability will end when the shipment is unloaded into the warehouse. The goods will be stored in the name of the shipper, owner, or consignee, subject to a lien for transportation and other lawful charges.

RULE 5 -- Diversion of Shipments

Upon written instructions by the consignor, consignee, or owner, a shipment will be diverted subject to the following provisions and following additional charges:

A. The term Diversion means:

- 1. A change in the name of the consignor.
- 2. A change in the name of the consignee.
- 3. A change in the destination.
- 4. A change in the route.
- 5. Any other instructions given which are necessary to achieve delivery and require:
- a. a change in billing, or b. an additional movement of the shipment, or c. both.
- B. When a diversion order under this rule is received by Clark Relocation, diligent effort will be made to locate the shipment and make the change requested. Clark Relocation will not be responsible for failure to make the change unless the failure is due to the error or negligence of Clark Relocation or its employees.
- C. Charges to a diverted shipment will be assessed at the lawfully applicable rate from origin to destination via the point of diversion over the route of movement, plus the changes as provided in Item 4.

ITEM 4

Each diversion at origin \$8.00 cwt

Each diversion at destination \$8.00 cwt

RULE 6 -- Regular Hours of Service

Clark Relocation's regular hours of service are between 7 AM and 7 PM each day except for Saturdays, Sundays, and legal holidays, except as otherwise provided.

RULE 7 -- Minimum Charge

Unless otherwise specifically provided for in this pricing structure, all shipments weighing less than 500 pounds will be charge at the 500-pound rate.

RULE 8 – Payments

A. Clark Relocation will not deliver or hand over any shipment or any part of a shipment until all rates and charges have been paid in cash, money order, traveler's check, cashier's check, certified check, or by an approved credit card(s).

- B. When arrangements for credit are made between Clark Relocations and the consignor or consignee, the following conditions apply:
- 1. A free-credit period will extend for 7 days, excluding Saturdays, Sundays, and legal holidays.
- 2. When Clark Relocation bill is not paid within the free-credit period, credit will be automatically extended to 30 days including the free-credit period and a service charge of 1% of the bill (\$10.00 minimum) will be charge for extension of the credit.
- 3. Clark Relocation's bill will display the extended-credit period separately from the free-credit period.
- 4. The postmark date of the payment to Clark Relocation will be deemed the date the charges were collected.
- 5. Credit will not be given to any shipper who fails to pay a legally presented bill within the extended-credit period.
- 6. This rule does not apply to Government Bills of Lading.
- C. Clark Relocation may require the shipper to pre-pay, in full or in part, for a specific service required by the shipper on or before starting the performance of the service.

**RULE 9 -- Replacement Value Protection** 

When Replacement Value Protection is requested in writing by the customer, Clark Relocation will be liable to the maximum declared released value for replacement of the

articles lost or damaged while in Clarks Relocation custody.

Replacement Value Protection will be provided by Clark Relocation only if it is request by the shipper and if the shipper states an amount equal to or greater than the \$8.50 per pound of weight of the shipment or a minimum of \$10,000, whichever is greater, subject to the option chosen by the shipper.

Option A -- \$1,500 Deductible

The customer will pay for the protection 20¢ per \$100 or part thereof, of declared or released value and assumes responsibility for the first \$1,500 of any claim.

Option B -- \$300.00 Deductible

The customer will pay for the protection 65¢ per \$100 or part thereof, of declared or released value and assumes responsibility for the first \$300 of any claim.

Option C -- No Deductible

The customer will pay for the protection 85¢ per \$100 or part thereof, of declared or released value.

An additional 10% of the declared or release value will apply to shipment that are stored in transit for each 30 days or part thereof of storage in transit.

Note 1 – Clark Relocation's maximum liability will not exceed the release or declared value on the shipment, 100% of the actual cash value of the item(s), or the full repair cost, whichever is less.

Note 2 -- This protection does not apply to lost, damaged, destroyed, or missing papers of any kind, including accounts, bills, passports, deeds, stocks, bonds, and money. This protection does not apply to items such as photographs, newspaper clippings and heirlooms having little or no market value. This protection does not apply to loss or damage due to insects or extreme temperatures.

Limitation on Service

Service(s) may not be used for any unlawful purposes.

Clark Relocation reserves the right to discontinue service(s) upon written notice, when necessitated by conditions beyond its control or when the customer is using its services in violation of the provisions of this tariff or in violation of the law