

**CLUTTER, INC.**  
77 Constitution Blvd.  
Franklin, MA 02038  
Tel. (800) 805-4023

Certificate No. 22HG03

M.D.P.U. Tariff No. 1

For the transportation of  
Household Goods  
within the Commonwealth of Massachusetts.

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ISSUE DATE:

EFFECTIVE DATE:

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Issued by:  
Chris Griffenkranz,  
Chief Operating Officer

**CLUTTER, INC.**  
**("Carrier")**

**Household Goods and Furniture**

**TRANSPORTATION RATES, CHARGES AND RULES**

The following rates, charges and rules apply to Carrier's transportation and storage of household goods and furniture, as defined herein, within the Commonwealth of Massachusetts. If Carrier has issued an estimate prior to shipment, the rates, charges and rules in this tariff shall apply and shall supersede those in the estimate. If Consumer/Shipper should have any questions as to how the final charges will be calculated or how they are expected to be paid, please call Carrier at (800) 805-4023.

**Item 1 – Definitions:**

"Household Goods" as used in this tariff means the transportation of furniture, household goods and other property, in whole or in part incident to a move by a Consumer or Shipper, as defined below, to or from a dwelling or a storage warehouse, from one dwelling to another, or within a location.

"Carrier" as used in this Tariff means Clutter, Inc., including when Clutter, Inc. is storing goods as a warehouseman.

"Consumer/Shipper" or "Shipper" as used in this Tariff mean the person who is the owner of the Household Goods in a shipment or who has a beneficial interest in the property transported or stored by Carrier.

"High-value" articles or "articles of extraordinary value" are defined as any item or article in a shipment or in storage valued at more than \$100 (One Hundred Dollars) per pound.

**Item 2 – Hourly Rates:**

Rates listed below are the hourly rates for 1 man (driver) plus 1 truck.

<b>Driver and a 24 ft. vehicle</b>	<b>\$150.00</b>
<b>Driver and a 20 ft. vehicle</b>	<b>\$150.00</b>
<b>Driver and a 16 ft. vehicle</b>	<b>\$150.00</b>
<b>Each extra man</b>	<b>\$ 50.00/hr.</b>

**Item 3 – Computation of Time:**

- (a) Time is computed from the time the vehicle and helpers leave Carrier's office until the vehicle and helpers return to the office after completion of unloading the last load at final destination, less time spent for meals or vehicle breakdown, plus an added charge for each vehicle and all helpers used. There will be a 2 hour labor minimum for all jobs, and once this 2 hour minimum is satisfied, charges accrue pro-rated to the half

hour. Additional charges shall be assessed for each vehicle, helper(s) or supervisor(s) to cover their travel time. Such charges shall not be assessed more than once during any one day to the same shipper for the same vehicle, helper(s) or supervisor(s). Travel time charges shall be calculated as follows:

**(b) Travel Time:**

Standard travel time on all jobs is 1 (one) hour. Exceptions to standard travel are as follows:

- (A) Over 25 miles up to and including 50 miles.....Add ½ hour.
- (B) Over 50 miles up to and including 75 miles.....Add 1 hour.
- (C) Over 75 miles up to and including 100 miles.....Add 2 hours.
- (D) Over 100 miles up to and including 150 miles.....Add 3 hours.

**Item 4 – Accessorial Services and Charges:**

In addition to the hourly charges and travel time identified above, the following charges shall apply:




**(a) Packing of Household Goods (labor services): \$ 150 per hour, per person.**

**(b) Packing Materials, per the following:**

BECAUSE YOU SELECTED PACKING HELP

### Select packing materials kit

Get up to 10 boxes for free or add a kit for less than what you'd pay at Home Depot or Lowe's.

 <b>Basic - 20 boxes</b> 20 boxes, tape, and bubble wrap <b>\$54</b>	 <b>Standard - 30 boxes</b> 30 boxes, tape, and bubble wrap <b>\$79</b>
 <b>Unlimited</b> As many supplies as you need <b>\$99</b>	<b>No, I don't need additional packing materials</b> What's included: 10 boxes, tape, and bubble wrap

**Item 5 – Methods of Payment:**

At or before the time of delivery of a shipment, Consumer/Shipper must pay all applicable charges due under this tariff by cash, certified check, bank check or credit card.

## **Item 6 – Carrier’s Lien:**

(a) Carrier shall have a lien on any shipment and property transported or stored for the Consumer/Shipper, meaning it will have the right to retain possession of any property it transports and to take and place the same in storage at the charge and expense of the Consumer/Shipper until all tariff rates and charges thereon have been paid in cash, money order or by certified check. Nothing herein shall limit the right of Carrier to require, at a time of or before shipment, the prepayment in part or in full or a guarantee of the charges due under this tariff.

(b) Property not received by the Consumer/Shipper after appropriate notice, may be kept in a vehicle, warehouse or place of business of the Carrier subject to all lawful charges and to Carrier’s responsibility as warehouseman only, or at the option of the Carrier, may be removed to and stored in a warehouse at or near the point of delivery or at other available points at the cost of the Consumer/Shipper or owner, and there held without liability on the part of the Carrier, and subject to a lien for all transportation and other lawful charges due, including a reasonable charge for storage. In the event the Consumer/Shipper, Consignee or owner cannot be found at the address given on the bill of lading for notification, Carrier shall be discharged from liability upon sending a notice to Consumer/Shipper showing the location of the warehouse in which such property has been placed, subject to the provisions of this paragraph.

(c) Where Carrier is directed to take or receive property from a place or places at which the Consumer/Shipper, consignor or his agent is not present, the property shall be at the risk of the Consumer/Shipper or owner before loading.

(d) Where Carrier is directed to unload or deliver property at a place or places at which the Consumer/Shipper, owner or consignee or his agent is not present, the property shall be at the risk of the Consumer/Shipper or owner after unloading or delivery.

(e) Consumer/Shipper, owner or consignee shall be liable for and shall pay the advances, tariff charges, packing and storage, if any, and all other lawful charges accruing on said property. Carrier shall not deliver or relinquish possession at destination of the shipment until all tariff charges thereon have been paid. Consumer/Shipper shall also be liable for the accessorial charges, advances, tariff charges, packing, storage, and all other lawful charges, except as otherwise agreed in writing. Nothing herein shall limit the right of Carrier to require, at the time of delivery of the shipment, payment of all charges in full.

## **Item 7 – Limitation of Carrier’s Liability:<sup>1</sup>**

Carrier’s liability for loss, damage or delay to Household Goods transported or stored by Carrier is limited as stated herein. Consumer/Shipper must declare, on the bill of lading, one of the following two options to establish Carrier’s maximum liability for any goods lost, damaged or delayed in transit:

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<sup>1</sup> See: [https://www.clutter.com/legal/limited\\_security\\_warranty](https://www.clutter.com/legal/limited_security_warranty) for Clutter, Inc.’s storage valuation rates, terms, and conditions.

**OPTION 1 – Full Value Protection:** Under this Option 1, if any goods are lost or damaged while in Carrier's custody, Carrier will either (i) repair the article to the extent necessary to restore it to the same condition as when it was received by Carrier or pay the Consumer/Shipper the cost of such repairs or (ii) replace the article at its depreciated value with an article of like kind and quality or pay the cost of such a replacement, whichever is less, up to a maximum of \$10,000, with no deductible. There is an additional charge of \$100.00 per each \$1,000 of Declared Value for this Option 1. To select Option 1, the Consumer/Shipper must write, on the bill of lading, either a lump sum dollar amount for the value of the shipment that may not be less than \$5,000 or greater than \$10,000. **NOTE: Valuation charges under this Option 1 are not insurance and Carrier does not sell insurance.**

**OPTION 2 – Released Value of \$0.60 (Sixty Cents) Per Pound Per Article:** Under this Option 2, if any article is lost, destroyed or damaged while in Carrier's custody, Carrier's liability is limited to the actual weight of the lost, destroyed or damaged article multiplied by \$0.60 (Sixty Cents) per pound per article. This is Carrier's basic liability level and is provided at no additional charge. It is considerably less than the average value of household goods. For example, if a 100-pound television, valued at \$1,000.00 is lost or destroyed, Carrier would be liable for no more than \$60.00 (\$0.60 x 100 pounds).

**Item 8 – Articles of Extraordinary Value:**

Carrier will not carry or store or be liable in any way for any documents, antiques, artwork, cash or currency, specie, documents, stamps or stamp collections, securities, jewelry, precious metals or stones, or other articles of high, unusual or extraordinary value unless (i) Consumer/Shipper has identified and disclosed such articles to Carrier prior to transportation or storage, (ii) Carrier has signed a special agreement to transport or store such articles, (iii) a stipulated value of the articles is stated by Consumer/Shipper on the Bill of Lading and (iv) additional charges are paid by Consumer/Shipper for such added valuation.

**Item 9 – Transportation Loss and Damage Rules:**

(a) As a condition precedent to recovery, claims for loss, damage, injury or delay to any shipment of Household Goods during transportation must be filed in writing with Carrier and must include sufficient information to identify the shipment and must set forth a specified or determinable amount of money claimed.

(b) Claims for loss, damage, injury or delay must be filed within fifteen (15) days after the delivery of the shipment, except that claims for failure to make delivery must be filed within fifteen (15) days after a reasonable time for delivery has elapsed.

(c) Lawsuits for loss, damage, injury or delay must be instituted against Carrier no later than one (1) year from the day when written notice is given to the claimant that the Carrier has disallowed the claim or any part or parts of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, Carrier shall not be liable, and such claims will not be paid.

**Item 10 – Non-Liability of Carrier.**

Carrier will not be liable for transit or storage losses resulting from improper packing or packaging of Household goods, acts of war or insurrection, labor disputes, acts of God, acts of public enemies, riots, traffic delays, elevator service not in Carrier's control, inherent vice, mold, mildew, rodent infestation, mysterious disappearance, earthquake or leakage.

**Item 11 – Hazardous Goods.**

Explosives or dangerous goods will not be accepted for transportation or storage. Carrier cannot and will not transport or store firearms, gun powder, ammunition, alcohol, propane tanks, cleaning fluids, paint or other flammable liquids. Consumer/Shipper and his/her agents shall be liable for and indemnify Carrier for all loss or damage related to the transportation or storage of such goods and Carrier shall not be liable or responsible for safe delivery or storage of such goods.

**Item 12 – Overcharge Claim Rules:**

All overcharge claims must be filed by Shipper with Carrier in writing within thirty (30) days of delivery of the shipment or the date of Carrier's invoice for freight charges, if any, whichever is later. Such overcharge claims must be in writing and specify in detail the basis for the claimed overcharge. All lawsuits for overcharges must be filed by Shipper within one (1) year of the date of delivery of the shipment.

**Item 13 - Estimates/Quotations:**

Carrier cannot quote a binding estimate for the transportation of a shipment from a residence or establishment to another residence or establishment if a public way must be used by a vehicle, although it will use its best efforts to give accurate quotes based on information provided by Consumer/Shipper. Carrier may give Consumer/Shipper a written estimate, but the final transportation and accessorial charges to be assessed and due shall be in accordance with Carrier's actual tariff rates and charges published herein.

**Item 14 – Punitive, Special, Incidental or Consequential Damages.**

Under no circumstances will Carrier be liable for any punitive, special, incidental, indirect or consequential damages, even if Carrier has been informed in advance of the possibility of such damages. "Punitive, special, incidental, indirect or consequential damages" include but are not limited to sentimental value of property, loss of sales, income, profits or market, lost opportunity, antique or sentimental value, loss of business opportunity, research samples, results of work product, loss of reputation or good will, state deceptive trade or claim practice statutes or any other similar forms of damage related to the Household Goods.