

COLONY MOVING & STORAGE, INC

PAID

MAR 11 2020

Commonwealth of Massachusetts
Department of Public Utilities

**M.D.P.U. NO. 4
CANCELS
M.D.P.U. NO. 3**

**COLONY MOVING & STORAGE, INC.
M.D.P.U. NO. 1253**

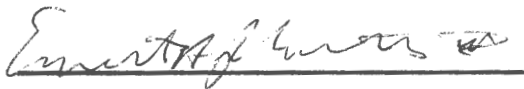
HOUSEHOLD GOODS CARRIER TARIFF

**APPLYING ON
TRANSPORTATION OF PROPERTY
AS DESCRIBED IN RULE I(A)**

BETWEEN POINTS IN MASSACHUSETTS

**FILED WITH THE MASSACHUSETTS DEPARTMENT
OF PUBLIC UTILITIES TRANSPORTATION
OVERSIGHT DIVISION, OR ITS SUCCESSOR AGENCY
BY:**

COLONY MOVING & STORAGE, INC.



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EFFECTIVE DATE: March 1, 2020

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SECTION I

IMPORTANT STATEMENT OF GENERAL APPLICATION

This tariff explains rules and conditions of service that apply on shipments that show this document as a governing publication.

In an effort to provide its customers with quality service at competitive rates, certain commodities may be offered to be shipped at less than full value and Carrier, COLONY MOVING & STORAGE, INC. (referred to as Carrier in the body of this document) encourages shippers to review this publication, as some items may be subject to limitations of liability. Released values or other options specific to a shipment or a commodity. All shippers are further encouraged to evaluate their cargo insurance program with his or her insurance professional(s) so they may tender their goods at the lowest possible overall cost while still being insured for a value consistent with their requirements.

Except as otherwise provided herein, the rate named in this tariff include one pick-up and loading at point of origin and one delivery and unloading at point of destination.

EXPLANATION OF TERMS

1. Transportation rates as used in this publication include: 1) Hourly Transportation Rates incurred for loading, unloading and actual movement or transportation of property and all time consumed in preparation of such loading, unloading, movement or transportation; or 2) Weight Basis Mileage Rates; such rates and charges are listed in schedules, as they may be amended in Section III of this tariff.

2. Additional Services and Charges as used in this publication represent services and charges that are in addition to the hourly or weight-basis transportation rates, as the case may be, as described in Paragraph I above, which services and charges are requested by Shipper or, in Carrier's discretion are needed for safe transport such as, but not limited to packing, unpacking, crating, hoisting, piano carries, valuation charge, materials and debris removal, all as specifically set forth herein.

EXPLANATION OF ABBREVIATIONS AND SYMBOLS

Carrier	.....	"Colony Moving & Storage, Inc."
Cu Ft.	.....	Cubic Feet
Cwt	.....	One Hundred Pounds
Add.	.....	Additional day, floor or unit, as case maybe
1st	.....	First floor
Ded.	.....	Deductible
Db	.....	Doing Business As
DOT	US Department of Transportation
Hold	Overnight loaded vehicle charge

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K	Thousand, such as K equals 1,000
MDPU	Mass. Dept. of Public Utilities
N/A	Not applicable
(R)	Denotes a reduction
(A)	Denotes an increase
(N)	Denotes new rate, change, or item

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SECTION II

RULE 1

APPLICATION OF TARIFF

- (A) This publication is Carrier's intrastate tariff stating the rules, rates, charges and practices applying on carriage of goods by common carrier and all transportation services in connection therewith included in the following commodity classifications established by Carrier, between points in Massachusetts:
- (i) household goods - personal effects and property in whole or in part incident to a move by a householder used or to be used from one dwelling to another and/or to or from a dwelling and storage facility or warehouse; (ii) property - such as furniture, fixtures, equipment, objects of art, displays and exhibits in whole or in part incident to a move by stores, offices, museums, institutions, hospitals and other commercial establishments.
- (B) This publication also contains service rules and practices applying on carriage of shipments of property by common carrier and all transportation services in connection therewith under rates, charges and other provisions in this tariff, and in tariffs and contracts governed by this tariff.
- (C) In the event any rule, rate, charge or practice or provision of a rule, rate, charge or practice in this tariff is determined invalid by a court or administrative agency order or ruling, or by legislative enactment of amendment of the law, such determination or enactment shall not invalidate the whole tariff: but this tariff shall be construed as if not containing the particular rule, rate, charge or practice or provision thereof held to be invalid, and the rights and obligations of shipper (also referred to as consignor), the consignee or Carrier shall be construed and enforced accordingly.
- (D) Reference made herein to rules, items, schedules, attachments, supplements or pages in this tariff include references to reissue or amendment of such rules, items, schedules, attachments, supplements or pages.

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RULE 2

PROPERTY SUBJECT TO BILL OF LADING

- (A) Unless otherwise provided, when property as classified under Rule 1(A)(i) is transported subject to the provisions of this tariff, or as amended, the acceptance and the use of the Combined Uniform Household Goods Bill of Lading and Freight Bill (hereinafter "Bill of Lading") is required.
- (B) The rates shown herein are reduced rates conditioned upon the use of Carrier's Bill of Lading. Consignor, of his or her option, may elect not to accept the terms of the Bill of Lading, and in lieu thereof, to have Carrier transport the property with Carrier's liability limited only as provided by common law, and by the laws of the United States and Massachusetts, insofar as they apply, but subject to the terms and the conditions of the Bill of Lading insofar as such terms and conditions are not inconsistent with such Carrier's liability; the rate charged therefor will be 100 percent higher than the transportation rate contained in this tariff as would apply for such shipment if offered for transportation at a released value not exceeding \$0.60 per pound per article or container including contents thereof.
- (C) As provided in this tariff, or as amended, Shipper may declare a value in excess of \$0.60 per pound per article, by entering the value on the Bill of Lading and paying an additional valuation charge with pricing as outlined on Schedule D, as amended.
- (D) When Consignor elects not to accept any of the terms of the Bill of Lading, he or she must give notice in writing to Carrier of such an election. Carrier must indicate the receipt of such notice by writing or stamping thereon a clause signed by the Carrier stating:

"In consideration of the higher rate charged, the property herein described will be carried, and the services to be rendered hereunder will be performed, with the carrier's liability limited only as provided by law; but subject to the terms and conditions of bill of lading insofar as they are not inconsistent with such common carrier's liability."

- (E) If the Bill of Lading is issued on the order of Shipper (or his/her agent) in exchange or substitution for another bill of lading, Shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election for common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of the exchanged or substituted bill of lading as fully as if the same were written or made in connection with the original bill of lading. Any alteration, addition, or erasure made on a Bill of Lading without a special notation thereon by Carrier issuing the Bill of Lading shall be without effect, and the Bill of Lading shall be enforceable according to its original tenor.

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RULE 3

DECLARATION OF VALUE LIABILITY LIMITATION

- (A) Carrier's rates and charges are dependent upon value of the property declared or released.
- (B) Shippers are required to state specifically, in writing, the agreed or declared value of the property on the Bill of Lading prior to the start of any assessorial or transportation service, including packing.
- (C) When a shipment is released to a value of \$0.60 per pound per article, the base transportation rate (hourly or weight basis) will apply with no additional valuation charge. There is no additional cost to Shipper for this limited liability option.
- (D) Valuations shall be declared in dollars and cents per pound or a lump sum value and stated in writing as required on the Bill of Lading. Carrier will apply depreciation to any claim where the declared value exceeds \$0.60 per pound per article.
- (E) Carrier must offer a minimum of 2 valuation options as found on the Bill of Lading. An additional valuation charge applies to declared value options with pricing as outlined on Schedule D, as amended. These two levels of liability are not insurance agreements that are governed by state laws, but are contractual tariff levels of liability authorized under applicable State law.
- (F) For property classified under Rule 1(A)(i), if Shipper declines or otherwise fails to declare the value in writing on the Bill of Lading, the shipment will be deemed released at a maximum value of \$1.25 for each pound of weight of the shipment as found on Option B of the Bill of Lading prescribed in this tariff. For property classified under Rule 1(A)(ii), if Shipper declines or otherwise fails to declare the value in writing on Carrier's bill of lading, the shipment will be deemed released at \$0.60 per pound per article as found on Option A of the bill of lading. A constructive weight, based on seven (7) pounds per cubic foot of loaded van space will apply if the weight of the shipment is undetermined.
- (G) The agreed or declared value shall be deemed to relate to all services undertaken by Carrier or its agents and such agreed or declared value must be entered on the Bill of Lading and signed by Shipper in his or her own hand.
- (H) Unless Consignor elects not to accept any of the terms of the Bill of Lading, with Carrier's liability limited only as provided in Rule 2(D), Carrier's maximum liability for loss, damage or injury is limited to \$150,000 per vehicle and \$450,000 per terminal limit.
- (I) Carrier will not be liable for indirect, special or consequential damages.

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RULE 4

ARTICLES OF EXTRAORDINARY VALUE

- (A) All items included in the shipment that are considered to be of extraordinary (unusual) value must be specifically identified and Carrier must be advised that they are included in the shipment. Items of extraordinary value, as used in this Rule, are defined as those having a value of greater than \$100 per pound.
- (B) Carrier will not assume any liability whatsoever for: manuscripts, documents, data recorded on media such as computer discs, currency, coins, jewelry, watches, precious metals, precious or semiprecious stones or gems, gold, silver or platinum articles including silverware and service sets, china sets, crystal or figurines, fur or garments, antiques, oriental rugs, tapestries, rare collectible items or objects of art, computer software programs, or articles of extraordinary value including accounts, bills, deed, evidence of debt, securities, credit cards, debit cards, notes, postage stamps, stamp collections, revenue stamps, letters or packets of letters, articles of peculiarly inherent value, which are not specifically listed on the Bill of Lading or Declaration Items of Extraordinary Value form. Other items may also fall into this category and must be identified as well.
- (C) The purpose of identifying articles of extraordinary or unusual value as provided in this Rule is so that Carrier will be aware of those items that require special handling and protection. Failure to identify such articles will result in limited carrier liability. The notification by listing the items on the Bill of Lading or Declaration Items of Extraordinary Value form must be presented to the lead packer before packing begins for Carrier packed high value items and to the van operator before loading begins for non-packed or owner packed items. Owner packed cartons containing high value items must be left open for the van operator to view and seal.
- (D) Owner (shipper) agrees that any claim for loss or damage must be supported by proof of value and understands settlement will be based upon the information furnished in writing and signed by Shipper, and the declaration of value contained on the accompanying Bill of Lading, the Bill of Lading terms and conditions, the tariff in effect at the time of the shipment the Declaration Items of Extraordinary Value (if used) and all pertinent information available to Carrier. If articles having a value in excess of \$100 per pound per article are not listed on the Bill of Lading or Declaration Items of Extraordinary Value form, Shipper's signature on the Bill of Lading attests to the fact that such articles are not included in the shipment. If through inadvertence or any other cause, items having a value in excess of \$100 per pound per article are included in the shipment and are not in writing and signed by Shipper, Shipper agrees that Carrier's liability for loss or damage to those items will be limited to no more than \$100 per pound per article (based on the actual article weight), not to exceed the declared value of the entire shipment.

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RULE 5

CERTIFICATES OF INSURANCE

It will be the responsibility of Shipper to arrange additional insurance coverage which coverage is to cover value of the property in excess of agreed or declared value of Carrier's legal liability due to the reduced rates provided herein. Upon request of Shipper, Carrier may, at its option and subject to availability, arrange to provide "Certificates of Insurance" issued by an independent insurance company. When such insurance coverage is arranged by the Carrier, the Carrier will not assume responsibility for the limits of coverage, amount of the insurer's charges, nor for the quality of their services. The cost of any insurance in the name of Shipper will be borne by Shipper and will not be assumed by Carrier.

RULE 6

IMPRACTICABLE OPERATION

Carrier shall not be obligated to perform pick-up or delivery or render any services at a place or places where it is impracticable to operate vehicles, moving equipment or personnel because of:

- (A) The condition of roads, streets, driveways, alleys or approaches thereto;
- (B) Inadequate loading or unloading facilities;
- (C) Force majeure, insurrection, strikes, labor disputes, riots, acts of nature, the public enemy, the authority of law, the existence of violence, or threat thereof- including gang violence, disturbances tending to create reasonable apprehension of danger to persons or property, or any act beyond the control of Carrier from entering premises where pickup or delivery is to be made.

RULE 7

INSPECTION OF ARTICLES

When Carrier believes that it is necessary for the contents of packages to be inspected, Carrier shall make or cause such inspection to be made, or require other sufficient evidence to determine the actual character of the property tendered to Carrier for transport.

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RULE 5

ARTICLES LIABLE TO CAUSE DAMAGE

- (A) Carrier will not accept for shipment property liable to impregnate, infest or otherwise damage equipment or other property.
- (B) Carrier will not accept for shipment articles, which cannot be taken from the premises without damage to the article or the premises, except, after due notice to Shipper, and such articles will be taken at the owner's risk and damage, if any, to the premises shall also be at owner's risk.
- (C) Carrier will not deliver articles, which cannot be placed into premises without damage to the article or the premises, except after due notice to Shipper or consignee, and such articles be delivered at owner's risk and damage, if any, to the premises shall also be at owner's risk.
- (D) Carrier shall not accept for shipment – under any circumstances – tanks or bottles designated to contain butane or propane (LP), including tanks and containers for gas barbecue grilles, torches, tools, or appliances. This prohibition also includes tanks or bottles that have been certified as empty.

RULE 6

PERISHABLE ARTICLES

- (A) Carrier will not accept for shipment frozen foods, plants or other articles requiring refrigeration except as provided in paragraph (B) of this Rule.
- (B) Frozen foods may be accepted for transport provided:
 - i. The food is contained in a freezer, which at the time of loading is operating at normal deep freeze temperature.
 - ii. The shipment is to be transported not more than 150 miles and/or delivery accomplished within twenty-four (24) hours from the time of loading.
 - iii. No storage of the shipment is required.
 - iv. No preliminary or en route servicing by use of dry ice, electricity, or other preservative method is required of Carrier.
- (C) When such articles are included in a shipment with or without knowledge of Carrier, responsibility for condition or flavor will not be assumed by Carrier.
- (D) Carrier will not assume liability for any damage to the freezer due to its lading with frozen food

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RULE 10

DANGEROUS ARTICLES NOT ACCEPTED

Explosives, hazardous, or dangerous property will not be accepted for shipment. Any person or persons, whether as principal, agent or relation (if individual consumer Shipper), shipping such property shall be liable for, and indemnify Carrier against all loss or damage caused by such property and Carrier shall be released from any duties imposed by law or otherwise and shall not be liable for safe delivery of the shipment. Such goods may be warehoused at owner's risk and expense or destroyed without compensation.

RULE 11

SERVICING SPECIAL ARTICLES

- (A) Upon request of Shipper, owner or consignee of the property, Carrier may, subject to (B) below, service and unservice Special Articles at origin and destination at the transportation rates provided in Schedule A, as amended. Such servicing and unservicing does not include removal or installation of articles secured to the premises; or plumbing, electrical or carpentry services necessary to disconnect, remove, connect and install such articles and appliances.
- (B) If Carrier does not possess the qualified personnel to properly service and unservice such articles or appliances, Carrier may upon request of Shipper, owner or consignee and as agent for them, engage third parties to perform the servicing and unservicing. 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.
- (C) 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 in Rule 22.
- (D) Except as otherwise provided herein, the services covered by this tariff do not include the handling, loading or unloading of any single article weighing 700 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.
- (E) 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

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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.

RULE 12

MARKING AND PACKING

- (A) All property packed by Shipper or his/her agent or relation (if individual Shipper) tendered for shipment, must be packed to protect the contents from the ordinary risk of transportation - primarily shock and vibration.
- (B) Packages containing fragile articles or articles consisting wholly or in part of glass, when packed by Shipper or his/her agent or relation (if individual Shipper) particularly susceptible to damage in the ordinary course of transit, must be marked by plain and distinct lettering that designates the fragile character of contents and the need for care in handling.
- (C) When articles of furniture, consisting wholly or in part of glass are covered or wrapped by Shipper or his/her agent or relation (if individual Shipper), such articles shall be wrapped in a manner to clearly expose glass surface or glass portions and transported as owner's risk.
- (D) 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.
- (E) No employee of Carrier is authorized to accept any property for transportation at "shipper's risk."

RULE 13

SHIPMENTS ACCEPTED

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

RULE 14

CLASSIFICATION OF PARTS OR PIECES OF A COMPLETE ARTICLE

Each shipping piece or package (including the contents thereof) shall constitute one article. The total component parts of any article taken apart, or knocked down for handling or loading in vehicle, shall constitute one article Carrier will NOT

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RULE 15

DISASSEMBLY AND REASSEMBLY

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, or other outdoor articles of similar nature, nor the assemble or disassemble unusual articles found inside a building such as steel shelving, pool tables, elongated work tables, counters, etc.

Carrier can upon request arrange for such services to be performed by third parties companies.

RULE 16

PAYMENTS

- (A) Carrier shall have the right to retain possession of any property transported by it and may place the same in storage at the charge and expense of Shipper until all tariff rates and charges thereon due at delivery have been paid in cash, money order, certified check or credit card, except where other satisfactory arrangements have been made between Carrier and third-party payer.
- (B) Nothing herein shall limit the right of Carrier to require, at time of or before shipment, the prepayment in part or in full or guarantee of charges.
- (C) Property not received by the party entitled to receive it after notice of the arrival of the property at destination, or at the port of export (intended for export) has been duly sent or given, and after placement of the property for delivery at destination, or at the time tender of the delivery of the property to the party entitled to receive it or at the address given for delivery has been made, may be kept in vehicle, warehouse or place of business of Carrier, subject to all lawful charges and Carrier's responsibility as warehouse man only, or at the option of Carrier, may be removed to and stored in a warehouse or other storage facility such as a self-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 Carrier, and subject to a lien for all transportation and other lawful charges, including a reasonable charge for storage. In the event the consignee cannot be found at the address given for delivery, then in that event notice of the placing of such goods in warehouse or place of business of Carrier shall be left at the address given for delivery and mailed to any other address given on the Bill of Lading for notification, showing the warehouse or other storage facility such as a self-storage facility in which the property has been placed, subject to the provisions of this sub-paragraph.
- (D) The Shipper, upon tender of the shipment to Carrier, and the consignee, upon acceptance of delivery of shipment from Carrier, shall be liable, jointly and severally, for all unpaid charges payable on account of a shipment including, but not limited to, sums advanced or disbursed by Carrier on account of such shipment

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such as advanced charges. The extension of credit either to Shipper or consignee for such unpaid charges shall not thereby discharge the obligation of the other party to pay such charges in the event the party to whom credit has been extended shall fail to pay such charges.

RULE 17

IMPRACTICAL PICK-UP OR DELIVERY

- (A) It is the responsibility of Shipper, consignee or owner to make shipment accessible to Carrier or accept delivery from Carrier at a point at which the road haul vehicle may be safely operated.

When it is impractical for Carrier to perform pick-up of shipment at origin address or to complete delivery of shipment at the destination address with normally assigned road haul equipment - due to the structure of the building(s), its inaccessibility by highway, inadequate or unsafe public or private road, overhead obstructions, narrow gates, sharp turns, trees, shrubbery, the deterioration of roadway due to rain, flood, snow, or nature of an article or articles included in the shipment - Carrier shall hold itself available at point of pick-up or tender delivery at destination at the nearest point of approach to the desired location where the road haul equipment can be made safely accessible.

- (C) Upon request of Shipper, consignee or owner of the property, Carrier will use or engage smaller equipment than its normal road haul equipment or provide extra labor for the purpose, if possible for accomplishment, of transferring the shipment between the residence and the nearest point convenient or accessible to Carrier's vehicle(s). Charges for the auxiliary service described in this Rule to cover truck rental fees for additional vehicle (if used), the labor to cover pick-up and drop-off of said vehicle and extra labor to accomplish delivery will be set forth on the Bill of Lading and shall be in addition to all other transportation charge or rate or additional services.
- (D) If Shipper does not accept the shipment at the nearest point convenient or accessible to Carrier's vehicle(s) to the destination address, Carrier may place the shipment, or any part thereof that is not reasonably possible for delivery, in storage at the place of business of Carrier, or at the option of Carrier, in a public warehouse or other storage facility such as a self-storage facility subject to a lien for all lawful charges. Transportation charges or rates to apply for such service shall be the applicable tariff rate. The liability on the part of Carrier will cease when the shipment is unloaded into the warehouse or other storage facility and the shipment shall be considered as having been delivered.
- (E) It is the responsibility of Shipper, consignee or owner of the property to make said property available to Carrier where the location of property to be shipped from or delivered to is (a) accessible by permanent stairway (ladders do not qualify as a permanent stairway); (b) adequately lighted; (c) has a flat continuous floor; and

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(d) sufficiently high overhead clearance for the work which allows a person to stand upright at all times. If access to said property is deemed unsafe by Carrier to conduct loading or unloading then move will cease or items delivered to nearest area that can be safely accessed in the Carrier's sole judgment.

RULE 18

WAREHOUSE PICK-UP OR DELIVERY

Except as otherwise provided herein, if shipment is delivered to or picked up at a warehouse, the rates for transportation include only the loading or unloading at door, platform, or other point convenient or accessible to Carrier's vehicle(s). Unless consignee, beneficial owner or third-party payer authorizes Carrier to open all packages and prepare an inventory of their contents, all packages will be accepted for transportation marked "PBO" (meaning packed by others), designating that the contents and condition of contents are unknown to Carrier.

As Shipper, consignee or beneficial owner has the burden to prove "good order and condition" at the time the property is tendered to Carrier for carriage, such orders effectively forecloses Carrier's liability for so-called "concealed" loss or damage claim and therefore is not recommended.

RULE 19

HOISTING AND LOWERING

- (A) Hoisting or lowering service will be performed only at points where Carrier possesses necessary equipment and experienced personnel to perform such service, weather conditions permitting.
- (B) Otherwise, upon request of Shipper, owner or consignee of the goods, Carrier as agent of and in behalf of Shipper, owner or consignee, as the case may be, will endeavor to arrange for qualified service, if available, at the expense of Shipper, owner or consignee of the property in the first instance or, if advanced by Carrier, paid by shipper as Advanced Charges, as provided in Rule 22. In such instances, Carrier will not be responsible for damage to shipment or property.

RULE 20

BINDING ESTIMATES

Upon request, Carrier may provide a binding estimate for transportation and other services pertaining to a shipment of property classified under Rule I(A) in this publication.

Note 1: Estimates must be in writing and signed by Carrier and Shipper.

Note 2: Movement must be commenced within 60 days of the date estimate is provided.

Note 3: Total charges set forth will cover only those specific quantities and services indicated on the estimate.

Note 4: Movement is limited to the origin(s) and destination(s) indicated on the estimate.

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RULE 21

EXPLANATION OF HOLIDAY

Except as otherwise provided, the following days will be considered holidays wherever reference is made to a holiday or holidays in this tariff (SEE NOTE):

New Year's Day (January 1 st)	Labor Day (1 st Monday in September)
Washington's Birthday (3 rd Monday in February)	Columbus Day (2 nd Monday in October)
Memorial Day (Last Monday in May)	Veteran's Day (4 th Monday in October)
Easter	Thanksgiving Day (4 th Thursday in November)
Independence Day (July 4)	Christmas Day (December 25)

NOTE: When a day other than the actual date is set aside by the State to be observed as that holiday, such day will be considered a holiday.

RULE 22

ADVANCED CHARGES

Charges advanced by Carrier for services of others engaged at the request of Shipper, owner or consignee, as the case may be, are in addition to and shall be collected with all other lawful rates and charges in this tariff. When Carrier engages the services of third persons at the request of and as agent for Shipper, Carrier will not assume responsibility for their activities or conduct, amount of their charges, nor for the quality or quantity of the services furnished.

RULE 23

BASIS OF RATES

- (A) Carrier's base Transportation rates covering movements of household goods and related articles as described in Rule 1(A), crated, uncrated or in containers, apply on shipments released to a value not exceeding \$0.60 per pound per article. For transportation rates to apply on shipments where the declared value exceeds \$0.60 per pound per article, a valuation charge as applicable shall be added to the rate with pricing as outlined on Schedule D, as amended
- (B) In the event of loss, where weight of shipment is not known, a constructive weight of 7 pounds per cubic foot of properly loaded van space shall be deemed to apply as the unit of measurement for purposes of ascertaining Carrier's liability.
- (C) Unless otherwise provided herein, time basis Transportation rates will be computed for trips of fifty (50) miles or less from point of origin to point of destination at the hourly rate applicable from the time vehicle, helpers or supervisors leave Carrier's terminal until the arrival back at the terminal and of unloading, less time spent for meals, vehicle breakdown or repair, subject to the following:

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- (D) Charges based on time shall be computed by multiplying the hourly rate by the time involved. Fractions of an hour will be disposed of as follows:
- a. Where the time involved is less than 15 minutes, one quarter hour.
 - b. When in excess of 15 minutes, but not more than thirty (30) minutes, charge one-half hour.
 - c. When in excess of 30 minutes, but not more than forty-five (45) minutes, charge for three-quarters of an hour.
 - d. When in excess of 45 minutes charge for one hour.
 - e. When service is requested by shipper performed on weekdays (Monday thru Friday) between 5:00 PM and 8:00 AM, and all day Saturday overtime rates apply.
 - f. When moving between May 15 and September 15 a seasonal rates apply.
- (E) Carrier shall insert on the Bill of Lading prescribed by this tariff, the time Carrier's crew starts the job and the time they finish said job.
- (F) Unless otherwise provided herein, weight basis Transportation rates apply to shipments moving fifty-one (51) miles or greater from point of origin to point of destination or transportation from or to Carrier's warehouse(s). Rates are in dollars and cents per 100 pounds applied to actual weight (subject to a minimum weight as provided by rules, items or schedules herein). They include loading and unloading and the actual movement or transportation of property as classified in Rule 1(A), from origin to destination, but do not include Additional Services and Charges shown in this tariff. For trips with an origin and destination fifty-one (51) miles or greater, weight basis Transportation rates will be calculated from origin, via points of extra pickup or delivery, to destination and will apply to total weight.

RULE 24

DISPOSITION OF FRACTIONS

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

RULE 25

USE OF VEHICLE AND DRIVER

Carrier will not supply vehicle without driver.

RULE 26

WAITING OR DELAY TIME FOR WEIGHT BASIS

Rates and charges for any waiting time or delay will apply when vehicle is held for convenience of Shipper or consignee, through no fault of Carrier.

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RULE 27

HOURLY MINIMUM

The hourly rate will be subject to a four (4) hour minimum including travel time. The overtime rates will be subject to a four (4) hour minimum including travel time.

RULE 28

LABOR CHARGES

Regular time and overtime labor charges cover all Additional Services for which no charges are otherwise provided in this tariff, as amended, when such services are requested by Shipper. Refer to Carrier's hourly transportation rates for applicable charges.

RULE 29

FURNISHING HELPERS

- (A) Carrier reserves the right to furnish the number of helpers necessary, in the opinion of Carrier, to properly handle shipments to be transported.
- (B) On request of Shipper, Carrier will furnish helpers in addition to number considered necessary by the Carrier at the applicable rates for such addition labor.
- (C) Shipper can refuse to authorize additional helpers Carrier considers necessary. In such event, Carrier will terminate job subject to Carrier's minimum charge provided in Rule 27 for use of Carrier's equipment and personnel which were furnished but not used.

RULE 30

COMPUTATION OF CHARGES (WEIGHT BASIS)

Unless otherwise provided herein, where rates are stated in amounts per hundred pounds (and at times set forth as "cwt"), charges shall be computed by dividing the total weight of the shipment by 100 and multiplying the product by the dollar rates shown per hundred pounds.

RULE 31

MINIMUM CHARGE (WEIGHT BASIS)

Except as otherwise provided herein, the minimum weight will be 1,000 lbs per shipment.

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RULE 32

ALTERNATIVE CHARGES (WEIGHT BASIS)

Except for Rule 34 (Expedited Service), the total transportation charge on any shipment shall not exceed the charge as it would apply on the same shipment under the next greater unit of weight at rates applicable to such greater unit of weight.

RULE 33

BASIS OF WEIGHT

- (A) The weight of each vehicle used in the transportation of property classified under Rule 1(A) shall be determined by having it weighed prior to the transportation of each shipment, without the crew thereon, by a certified weigh master or on a certified scale, and when so weighed the fuel tank on each such vehicle shall be full and the vehicle shall contain all blankets, pads, chains, dollies, hand trucks, and other equipment needed in the transportation of such shipment. Each Carrier shall retain the vehicle, subject to inspection, a weigh master's certificate or weight ticket as to each such vehicle showing the weight, and date weighed.
- (B) After the vehicle has been loaded it shall be weighed, without the crew thereon, prior to delivery of the shipment and the net weight shall be determined by deducting the tare weight from the loaded weight, except that instances where no adequate scale is located at origin or any point within a radius of ten (10) miles thereof, a constructive weight, based on seven (7) pounds per cubic foot of properly loaded van space, may be used. The gross weight, and net weight, or the constructive weight, shall be shown on the Bill of Lading.
- (C) In the transportation of part loads this Rule applies in all respects, except that the gross weight of a vehicle containing one or more part loads may be used as the tare weight of such vehicle as to part loads subsequently loaded thereon, and part load for any one shipper, not exceeding 1,000 pounds, may be weighed on a certified scale prior to being loaded on a vehicle, such part load to be accompanied by a weight ticket evidencing such weight.
- (D) All tare, gross, actual or constructive weights, shall be properly certified to by the person or persons, who ascertained such weights.

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RULE 34

EXPEDITED, EXCLUSIVE USE & SPACE RESERVATION

1. Expedited service as used herein means tendering delivery of a shipment less than 5,000 pounds on or before a specific date.

2. Subject to the availability of equipment for the particular service desired. Shipper may obtain expedited services on a shipment of less than 5,000 pounds and transportation charges shall be rated on the basis of 5,000 pounds and tariff rates applicable to 5,000 pounds on the weight basis mileage rates schedule. Carrier shall not be required to provide exclusive use of the vehicle under this paragraph. For exclusive use of vehicle, refer to (B)- Exclusive Use of Vehicle below.

BILL OF LADING TO BE MARKED OR STAMPED:

EXPEDITED SERVICE ORDERED BY SHIPPER
SHIPMENT MOVING AT WEIGHT OF _____ POUNDS
ACTUAL WEIGHT _____ POUNDS
DELIVERY (TENDER) ON OR BEFORE _____ DATE

3. Except in case of fault of Shipper, in the event the shipment is not tendered for delivery on or before the delivery date, this rule shall apply. In such case the charges for the shipment shall be subject to all other applicable rules and provisions of this tariff.

EXCLUSIVE USE OF VEHICLE

1. Subject to availability of equipment, Shipper may order an Exclusive Use of Vehicle of specific cubic capacity, for transportation of a shipment. Transportation charges shall be based on actual weight subject to minimum charges as follows:

- (a) 1000 cubic feet or 7,000 pounds.
- (b) If the capacity of the vehicle ordered is in excess of 1000 cubic feet, the minimum charge shall be based on 7 pounds per cubic feet of total vehicle space ordered.
- (c) Space reservation for portion of vehicle.

2. Subject to availability of equipment, Shipper may reserve a portion of the capacity of a vehicle by ordering a specific quantity of space, in units of 100 cu. ft. and accepting transportation charges based on actual weight of shipment subject to minimum transportation charges as follows:

- (a) 300 cu. ft. or 2,100 pounds minimum
- (b) More than 300 cu. Ft or 700 pounds per 100 cu ft. unit ordered

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BILL OF LADING TO BE MARKED OR STAMPED:

SPACE RESERVATION OF CU. FT.
CAPACITY ORDERED BY SHIPPER
SHIPMENT MOVING AT WEIGHT OF _____ POUNDS
ACTUAL WEIGHT _____ POUNDS

(D)-DISPLAY OF VAN SPACE

The number of cubic feet of van space shall be legibly displayed on each side of the vehicle used by Carrier in rendering service under Paragraph (B) above.

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RULE 35

CLAIMS

A) Claims Filing Required:

A claim for loss, damage injury or delay shall not be voluntarily paid by Carrier unless filed electronically via Carrier's website, or in writing as provided in subparagraph (b) below, within 15 days of the time of delivery, or the time in which delivery should have been made, and shall be accompanied by original paid bill for transportation and original Bill of Lading, if not previously submitted to Carrier. Carrier may require certified or sworn statement of claim Suits shall be instituted against Carrier only within 2 years and 1 day from the day when notice in writing is given by Carrier to the claimant and Carrier has disallowed the claim or any part or parts there of specified in the notice. Where claims are not filed or suits are not instituted in accordance with the foregoing provision, no Carrier hereunder shall be liable.

B) Minimum Filing Requirements:

A communication filed electronically via Carrier's website, or in writing from a claimant filed with Carrier within the time limits specified in the bill of lading or contract of carriage or transportation, and (i) containing facts sufficient to identify the shipment (or shipments) of property involved, (ii) asserting liability for alleged loss, damage, injury, or delay, and (iii) making claim for the payment of a specified or determinable amount of money, shall be considered as sufficient compliance with the provisions for filing claims embraced in the bill of lading or contract of carriage.

C) Documents not constituting claims:

Bad order reports, appraisal reports of damage, notations of shortage or damage, or both, on freight bills, delivery- receipts, or other documents, or inspection reports issued by Carrier or their inspection agencies, whether the extent of loss or damage is indicated in dollars and cents or otherwise will, standing alone, not be considered by Carrier as sufficient to comply with the minimum claim filing requirements specified in subparagraph (b) above.

D) Claims filed for uncertain amounts:

Whenever a claim is presented against Carrier for an uncertain amount, such as \$100 more or less, Carrier will determine the condition of the shipment involved at the time of delivery by it, if it was delivered, and will ascertain as nearly as possible the extent, if any, of the loss or damage for which it may be responsible. It will not however, voluntarily pay a claim under such circumstances unless and until a formal claim in writing for a specified or determinable amount of money has been filed in accordance with the provision of subparagraph (b) above.

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(E) Concealed Items:

Carrier shall be immediately notified of all claims for concealed damage and shall be given reasonable opportunity to inspect alleged concealed damage in original shipping cartons, packing materials and contents.

(F) Limitation of Liability:

Carrier's liability shall not exceed the cost of repairing or replacing the property lost or damaged with materials of like kind and quality not exceeding the actual cash value of the property at time and place of loss, with due allowance for depreciation or deterioration howsoever caused, but in no event to exceed the value declared by shipper, or where no value is declared, the deemed released value of \$1.25 per pound per article for property classified under Rule 1(A)(i); or \$0.60 per pound per article for property classified under Rule 1(A)(ii).

(G) No Liability for Damage Arising After Delivery; Owners Risk:

Carrier's liability for goods shall cease when the property has been delivered to and receipted for by the owner, or by the consignee or Shipper or the authorized agent of either, except as to damage noted at time of delivery. When Carrier is directed to unload or deliver property (or render any service) at a place or places at which the consignee or its agent is not present, the property shall be at the risk of the owner after unloading or delivery.

(H) No Liability for Damage Arising Before Tender to Carrier; Owner's Risk:

Where Carrier is directed to load property from (or render any services at) a place or places at which the consignor or its agent is not present, the property shall be at the risk of the owner before loading.

(I) Sets:

Carrier's liability with regard to sets or matched pieces shall be limited to repair or replacement of the lost or damaged piece or pieces only and shall not extend to repair, replacement or recovering of the entire set, but in no event to exceed the value declared by shipper, or where no value is declared, the deemed released value at \$1.25 per pound per article.

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RULE 36

MILEAGE AND INTERMEDIATE APPLICATION

Except as otherwise provided herein, where travel time rates are based on mileage, the distance or mileage shall be based on Rand McNally Mile Marker and re-issue thereof.

RULE 37

SHIPMENTS PROVISIONALLY ACCEPTED

Shipments are accepted subject to all ordinances or laws governing or regulating the transportation of property or use of equipment, vehicles and facilities. Where any party engaging Carrier- generally, but not always, a social service agency(s)- has provided to Carrier an erroneous description of the nature, size or amount of property to be moved or fails to advise Carrier of any unusual conditions existing at origin or destination, Carrier will upon delivery of same, attempt to contact the third-party and offer to transport all or any portion of the property pursuant to actual conditions encountered subject to rates and charges contained herein. Where Carrier (a) cannot establish contact; or (b) approval cannot be obtained, Carrier will terminate the job. In the event Shipper, consignee, owner or third-party payer, refuses to authorize revised service rates and charges subject to actual conditions and circumstances confronting Carrier, Carrier will terminate the job subject to Carrier's minimum charge provided in Rule 27 for use of Carrier's equipment and personnel which were furnished but not used.

RULE 38

SUBCONTRACTING

If it should be determined that Carrier bears any responsibility for loss or damage occurring during the care, custody and/or control of any third-party, and be subject to law compulsorily applicable to their bills of lading, receipts, tariffs, service arrangements, and/or law applicable thereto, Carrier shall be entitled to all rights, defenses, immunities, exemptions, limitations of and exonerations from liability of whatsoever nature accorded under such bill of lading, receipt, tariff, service arrangement and/or applicable law, provided however, that nothing contained in this Rule shall be deemed a surrender by Carrier of its rights, defenses and immunities or an increase of any of its responsibilities or liabilities under the Bill of Lading, the tariff, service arrangement or laws applicable or relating to such carriage.

"Third-party" as used in this rule, includes, but is not limited to carriers by water, land or air, inland carriers, whether acting as direct or indirect sub-carriers, connecting carriers, substitute carriers and/or bailees, stevedores, terminal operators, and watching services, their direct and indirect agents or servants and any direct or indirect independent contractors.

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RULE 39

MERCHANT'S RESPONSIBILITIES DESCRIPTION OF GOODS AND LIABILITY LIMITATION

- (A) The description and particulars of the property defined in Rule 1(A)(ii) of a commercial establishment (hereinafter the "Goods") set out on the face of a bill of lading and any description, particular or other representation appearing on the Goods, container or other packages, documents or inventories relating thereto are furnished by the commercial establishment, and the commercial establishment warrants to Carrier that the description, particulars and any representation made including, but not limited to, weight, content, measure, quantity, quality, condition, marks, numbers and values are correct.
- (B) The commercial establishment warrants that it has complied with all applicable laws, regulations and requirements of customs, ports and other authorities and shall bear and pay all duties, taxes, fines, imposts, expenses and losses incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient marking, numbering, addressing or any other particular relative to the Goods.
- (C) The commercial establishment further warrants that the Goods are properly marked and are packed in a manner adequate to withstand the ordinary risks of carriage having regard to their nature and in compliance with all laws, regulations and requirements which may be applicable.
- (D) No Goods that are or may become dangerous, inflammable or damaging or that are or may become likely to damage any property or person whatsoever shall be tendered to Carrier for carriage without Carrier's prior express consent in writing and without the container or other covering in which the Goods are to be transported being distinctly and conspicuously marked on the outside thereof so as to indicate the nature and character of any such articles and so as to comply with all applicable laws, regulations and requirements. If any such articles are delivered to Carrier without such written consent and marking or if in the opinion of Carrier the articles are or are liable to become dangerous, inflammable or damaging in nature, the same may at any time be destroyed, disposed of, abandoned or rendered harmless at the risk and expense of the commercial establishment and without prejudice to Carrier's right to rates and charges.
- (E) The commercial establishment shall be liable for all loss or damage of any kind whatsoever, including but not limited to contamination, soiling, detention and demurrage before, during and after the carriage of Goods cause by the commercial establishment or any person acting on its behalf or for which the commercial establishment is otherwise responsible.
- (F) The commercial establishment and the Goods themselves shall be liable for and shall indemnify Carrier, and Carrier shall have a lien on the Goods for all expenses of mending, repairing, fumigating, repacking, reopering, baling,

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reconditioning of the Goods and gathering of loose contents, also for expenses for repairing containers while in the possession commercial establishment, for demurrage on Goods and any payment, expense, fine, dues, duty, *tax*, impost, loss, damage or detention sustained or incurred by or levied upon Carrier, vehicle(s), Goods, containers or other packages and for any action or requirement of any government or governmental authority or person purporting to act under the authority thereof, seizure under legal process or attempted seizure, as a result of incorrect or insufficient marking, numbering or addressing of Goods or other packages or description of the contents, failure of the commercial establishment to procure consular, board of health or other certificates to accompany the Goods or to comply with laws or regulations of any kind imposed with respect to the Goods by the authorities at any port or place or any act or omission of the commercial establishment. Carrier's lien shall survive delivery and may be enforced by private or public sale and without notice.

- (E) The commercial establishment shall defend, indemnify and hold harmless Carrier against any loss, damage, claim, liability or expense whatsoever arising from any breach of the provisions of this Rule, or for any cause in connection with the Goods for which Carrier is not ultimately responsible.
- (F) The commercial establishment shall be required to state the agreed or declared value of the Goods on the bill of lading. Valuations shall be declared and stated in cents or dollars and cents per pound per article. If the commercial establishment declines to declare the value or declines to an agreed value, the shipment cannot be accepted. The agreed or declared value shall be deemed to relate to all services undertaken by Carrier or its agents and to each article separately and not to the shipment as a whole. The commercial establishment may declare on specific articles, valuation in excess of value declared on the shipment, and each such article must be described and its excess declared value set forth in the bill of lading.
- (G) Value per pound per article in excess of \$0.60 cents - Unless, as provided in the preceding subparagraph, Carrier will not assume a greater valuation than \$0.60 cents per pound per article of any good tendered by a commercial establishment. It will be the responsibility of Shipper to arrange additional insurance coverage which coverage is to cover value of the goods in excess of agreed or declared value of Carrier's legal liability due to the reduced rates provided herein.

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SECTION III

RATES AND CHARGES

Except *as* otherwise specifically provided, rates and charges for Additional Service shown in this Section apply to all territories and are in addition to all other rates and charges in this publication.

Carrier's rates and charges are set forth on the following Schedules, as amended.

SCHEDULE A

HOURLY TRANSPORTATION RATES

This schedule shall be used to determine Carrier's hourly basis transportation rates covering movements of household goods and related articles defined in Rule I(A)(i), crated or uncrated in containers, up to and including fifty (50) miles from point(s) of origin to point(s) of destination, as provided in Rule 23 (Basis of Rates), additional charges and auxiliary service, made applicable by rule or item in this publication.

REGULAR TIME RATES:

Regular time rates apply when service is performed on weekdays (Monday thru Friday) between the hours of 8:00 AM and 5:00 PM.

OVERTIME RATES:

Overtime rates apply when service is requested by Shipper performed on weekdays Rule 23 (Monday thru Friday) between the hours of 5:00 PM and 8:00 AM, and all day Saturday.

SUNDAY/HOLIDAY RATES:

Holiday rates apply when service is performed during any hour on the holidays as set forth in Rule 21 or at any time on Sunday. (THESE RATES ARE DOUBLE THE REGULAR TIME RATES.)

PEAK SEASON REGULAR TIME RATES:

Peak season rates apply when service is performed between May 15th thru September 15th Rule 23. These rates apply on weekdays (Monday thru Friday) between the hours of 8:00 AM and 5:00 PM during peak season.

PEAK SEASON OVERTIME RATES:

Peak season overtime rates apply when service is requested by shipper performed on weekdays Rule 23 (Monday thru Friday) between the hours of 5:00 PM and 8:00 AM, and all day Saturday May 15th thru September 15th.

PEAK SEASON SUNDAY/HOLIDAY RATES:

Peak season holiday rates apply when service is performed during any hour on the holidays set forth in Rule 21 or at any time on Sundays between May 15th thru September 15th. (THESE RATES ARE DOUBLE THE PEAK SEASON REGULAR TIME RATES.)

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HOURLY TRANSPORTATION RATES

CHARGES

Regular Time Rates

One Person and One Van	\$69.00/hour
Two Persons and One Van	\$119.00/hour
One Person and One Van	\$169.00/hour

Overtime Rates

One Person and One Van	\$103.50/hour
Two Persons and One Van	\$178.50/hour
One Person and One Van	\$253.50/hour

Peak Season Regular Time Rates

One Person and One Van	\$76.00/hour
Two Persons and One Van	\$131.00/hour
One Person and One Van	\$186.00/hour

Peak Season Regular Time Rates

One Person and One Van	\$114.00/hour
Two Persons and One Van	\$196.50/hour
One Person and One Van	\$279.00/hour

TRAVEL TIME:

An additional charge to the actual bill of lading hours shall be assessed for each vehicle, driver, helper and supervisor to cover their Travel Time. Such charge shall not be applied more than once during any one day to the same Shipper for the same vehicle and driver, helpers or supervisors. Travel Time Charges shall be calculated based upon one-way mileage, from Carrier yard to destination subject to the Rand McNally Mile Maker as follows:

1-15 miles	½ Hour travel time
16-30 miles	1 Hour travel time
31-40 miles	1 ½ Hour travel time
41-50 miles	2 Hour travel time

TRANSPORTATION FUEL SURCHARGE

Distance

Fuel Surcharge

1 to 15 Miles	\$20/Per Truck/Per Day
16 to 30 Miles	\$30/Per Truck/Per Day
31 to 40 Miles	\$40/Per Truck/Per Day
41 to 50 Miles	\$50/Per Truck/Per Day
Over 50 miles (See Weight Basis Transportation Rates)	

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SCHEDULE B

ADDITIONAL SERVICES

CONTAINERS, PACKING AND UNPACKING RATES

This schedule shall be used to determine Carrier's packing rates.

1. Local packing rates will be applicable for packing services performed by Carrier. Flat rates will apply to the purchase of cartons or containers.
2. 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.
3. 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.
4. Debris removal or unpacking after delivery date is applicable to local hourly rates.

CONTAINERS

Container Type	Packing	Unpack
Dish Pack - 5.2 cu. ft.	\$38.17	\$9.37
Book Carton - 1.5 cu. ft.	\$10.35	\$2.26
Medium Carton - 3.0 cu. ft.	\$15.42	\$3.41
Large Carton - 4.5 cu. ft.	\$19.22	\$4.14
Extra Large Carton - 6.1 cu. ft.	\$20.50	\$4.74
Wardrobe Carton - 10 cu. ft.	\$19.23	\$4.68
Mattress Carton - Crib	\$10.14	\$2.37
Mattress Carton - Single	\$14.18	\$3.85
Mattress Carton - Double	\$17.75	\$3.97
Mattress Carton - King/Queen	\$27.99	\$6.51
Mattress Carton - Pillow Top	\$43.76	\$8.56
Corrugated Containers (specially designed for paintings/mirrors)	\$35.65	\$8.16
Grandfather Clock Box	\$126.79	\$49.61
Crates & Containers (five cu. ft. min.) (other than corrugated, specially designed for constructed mirrors, paintings, glass, or marble tops and similar fragile articles)	\$16.00/cu. ft.	\$3.00
Minimum Charge for Crates	\$70.00	\$20.00

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SCHEDULE C

ADDITIONAL WEIGHT BASIS CHARGES

**EXTRA PICK-UP OR DELIVERY
(WEIGHT BASIS ONLY)**

Carrier will stop at one or more places necessary for making additional pick-up or additional deliveries Additional Service charge.

Charge per stop: \$75.00

**ELEVATOR, STAIR CARRY OR EXCESSIVE DISTANCE
(WEIGHT BASIS ONLY)**

ELEVATORS:

**Where pick-up or delivery involves the use of adequate service:
Additional Service charge applies to each elevator used to provide the service at origin or destination.**

\$3.30 per elevator cwt.

STAIRS (Inside or outside a building):

Where pick-up or delivery involves a carry up or down a flight(s), an Additional Service charge will be assessed.

\$2.76/cwt. per each flight (8 steps or more)

EXCESSIVE DISTANCE:

Where pick-up or delivery beyond seventy-five (75) feet from Carrier's vehicle to consignee's door in increments of fifty (50) feet Additional Service charge.

\$2.76/cwt. per each 50 feet

**BULKY ARTICLES LOADING & UNLOADING CHARGES
(WEIGHT BASIS ONLY)**

When a shipment includes articles as named below, the following Additional Service charge will apply to each article and includes both loading and unloading service.

**AUTOMOBILES, PICKUP TRUCKS, SPORT UTILITY VEHICLES,
SNOWMOBILES, MOTORIZED GOLF CARTS, RIDING LAWN MOWERS,
TRACTORS, TRAILERS (excluding boat trailers, horse trailers, travel
campers and mini-mobile homes), FARM IMPLEMENTS OR
EQUIPMENT.**

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**JET SKIS, WINDSURFERS, CANOES, DINGHIES, KAYAKS, SCULLS, SKIFFS
AND POWER BOATS;**

**LARGE SCREEN TELEVISION, 40 inches and over, SATELLITE TELEVISION OR
RADIO DISK/DISHES, including mounts, stands and accessorial equipment;**

ORGANS, PIANO'S AND HARPSICHORDS, any size;

**PLAYHOUSES, DOLL HOUSES, TOOL SHEDS, UTILI1Y SHEDS OR ANIMAL
KENNELS OR HOUSES (transported set up not dismantled); and**

BATH TUBS, HOT TUBS, SPAS, WHIRLPOOL BATHS and JACUZZIS

Rate Per Each \$120.00

**WAITING TIME
NO FAULT OF CARRIER
(WEIGHT BASIS ONLY)**

**When a shipment is traveling 51 miles or over, one (1) hours free waiting time
will be allowed. Upon expiration of the free waiting time, additional time will be
subject to Carrier's convenience.**

**Applicable Additional Service charges for this service can be found in Carrier's hourly
transportation rate table for vehicle and crew size.**

**AUXILIARY SERVICE
(WEIGHT BASIS ONLY)**

**Necessary for pick-up and delivery and applies to all auxiliary services requested
by Shipper. Applies only in connection with Rule 17 (Impractical Pick-up or Delivery
and Auxiliary Services)**

Per additional vehicle and driver, see Time Basis Rates.

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**OVERTIME LOADING & UNLOADING
(WEIGHT BASIS ONLY)**

This Additional Service charge applies when this service is necessary by landlord requirements, or is required by prevailing laws and ordinances or is rendered at the specific request of Shipper or his or her agent.

Rates apply Monday through Friday 5:00 pm to 8:00 am, and all day Saturday, Sunday and Holidays. These charges are subject to a 1000 pound minimum and do not apply for Carrier's convenience.

An Additional Service charge for each overtime loading and each overtime unloading will be

\$7.00 per cwt. based on the transportation.

**ISLAND TRANSPORTATION
(WEIGHT BASIS ONLY)**

Additional Service charges to or from the islands of Martha's Vineyard, MA and Nantucket, MA are subject to a 5000 lb. Minimum. This is just the ferry charge. The transportation rates are found on Schedule F (Transportation Rates-Weight Basis).

Martha's Vineyard: \$32.18 per cwt.

Nantucket: \$37.28 per cwt.

**REWEIGHING CHARGE
(WEIGHT BASIS ONLY)**

Carrier upon the request of Shipper or his or her agent, made prior to delivery date, will reweigh the shipment. The lower of the two (2) net weights shall be used in determining the applicable Additional Service charge.

Per reweigh: \$ 50.00

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CARTAGE RATES FOR WAREHOUSE PICKUP OR DELIVERY (WEIGHT BASIS ONLY)

Pounds	Break Point	\$ per CWT
1,000-1,999	1,600	\$28.00
2,000-3,999	3,333	\$24.00
4,000-7,999	7,200	\$20.00
8,000-11,999	11,100	\$19.00
12,000 and above	N/A	\$17.00

There is a 5 % fuel surcharge on all cartage in and cartage out in of Carrier's warehouse.

HANDLING CHARGE (WEIGHT BASIS ONLY)

Handling charge is a one time charge covering shipments coming in and out of storage at the warehouse(s) of COLONY MOVING & STORAGE. The rate will be applied to the initial bill upon taking the shipment into storage.

\$4.50 per cwt. based on the transportation

STORAGE CHARGE (WEIGHT BASIS ONLY)

Storage rate is a monthly charge every thirty days while the shipment is held at the warehouse(s) of COLONY MOVING & STORAGE.

\$3.50 per CWT based on the transportation

COLONY MOVING & STORAGE, INC.

SCHEDULE D

VALUATION CHARGES

RELEASED VALUE OF \$0.60 PER POUND PER ARTICLE:

This is the most economical protection option available; however, this no-cost option provides only minimal protection. Under this option, the Carrier assumes liability for no more than \$0.60 per pound, per article.

Loss or damage claims are settled based on the weight of the article multiplied by \$0.60. For example, if a 10-pound stereo component, valued at \$1,000 were lost or destroyed, the Carrier would be liable for no more than \$6.00 (10 pounds x 60 cents per pound).

Obviously, you should think carefully before agreeing to such an arrangement.

EXCESS DECLARED VALUE:

Shipper may increase Carrier's liability if any article is lost, destroyed or damaged while in Carrier's possession to a level whereby Carrier will either A) repair the article to the extent necessary to restore it to the same condition as when it was tendered for delivery to Carrier, or pay the cost of such repairs, with due allowance for depreciation or deterioration however caused; or B) replace the article with an article of like kind and quality, or pay the cost of such replacement, with due allowance for depreciation or deterioration however caused; but in no event to exceed the value declared. To qualify for said protection, the declared value of the shipment must be declared on the Bill of Lading as lump sum value based on a minimum of \$1.25 per pound. Carrier will in all cases take depreciation and deterioration of the article into account when adjusting Shipper's claim for loss or damage under the Excess Declared Value Option. The cost - your valuation charge - for such additional protection is based on your declaration of value placed on the shipment. Your total transportation charges, for the move in such case, whether based on hourly or weight basis transportation would be all applicable rates and charges set forth in the preceding and subsequent Schedules, Advanced Charges, plus the applicable valuation charge.

The following is a current schedule of valuation charges:

\$9.00 per one thousand (\$1,000.00) dollars of declared valuation by Shipper.

The provisions described in this schedule are contractual limits of liability and are not to be considered or construed as insurance.

COLONY MOVING & STORAGE

SCHEDULE F

WEIGHT BASIS MILEAGE RATES

Rates in this Section apply to all shipments not provided for in time basis rates. Rates are in dollars and cents per 100 pounds applied to actual weight (subject to a minimum weight as provided in rules herein). They include loading and unloading and the actual movement or transportation of property from origin to destination, but do not include Additional Services and Charges shown in this tariff. Rates will be calculated from origin, via points of extra pickup or delivery, to destination and will apply to total weight. Break point indicated weight at which a lower charge develops by use of lowest weight and applicable rate in next higher weight bracket.

MILES	1000 TO 1999	BREAK POINT 1600	2000 TO 3999	BREAK POINT 3170	4000 TO 7999	BREAK POINT 6689	8000 TO 11999	BREAK POINT 10361	12000 TO 15999	BREAK POINT 14980	16000 AND OVER
51-60	43.94	1600	35.18	3170	27.93	6689	23.37	10361	20.22	14980	18.88
61-70	45.05	1596	35.99	3165	28.46	6655	23.67	10435	20.57	15240	19.58
71-80	45.98	1601	36.81	3140	28.86	6705	24.26	10395	20.98	15333	20.17
81-90	47.10	1615	38.04	3096	29.45	6755	24.84	10335	21.39	15577	20.58
91-100	47.96	1612	38.68	3085	29.85	6855	25.59	10189	21.75	15621	21.21
101-110	48.50	1611	39.09	3125	30.50	6799	26.01	10190	22.08	15701	21.62
111-120	49.26	1607	39.55	3137	31.03	6793	26.29	10128	22.26	15630	21.80
121-130	49.90	1596	39.86	3147	31.37	6805	26.65	10216	22.67	15492	22.03
131-140	50.43	1598	40.27	3178	31.91	6752	27.01	10171	22.91	15461	22.16
141-150	51.30	1580	40.50	3202	32.40	6730	27.29	10143	23.09	15464	22.26
151-160	51.65	1576	40.78	3212	32.72	6755	27.64	10173	23.43	15368	22.50
161-170	52.06	1573	40.96	3251	33.31	6677	27.81	10200	23.60	15338	22.62
171-180	52.35	1577	41.25	3247	33.54	6697	28.05	10172	23.78	15307	22.73
181-190	52.53	1581	41.54	3252	33.77	6744	28.46	10069	23.90	15310	22.8
191-200	52.72	1592	41.95	3259	34.13	6723	28.75	10000	23.96	15346	22.96
201-220	53.29	1588	42.25	3280	34.65	6671	28.86	10078	24.31	15288	23.19
221-240	53.94	1576	42.48	3283	34.88	6678	29.10	10240	24.84	15106	23.43
241-260	54.22	1579	42.83	3279	35.11	6686	29.34	10463	25.59	14777	23.64
261-280	54.87	1578	43.29	3258	35.29	6704	29.57	10578	26.06	14609	23.78
281-300	55.46	1575	44.71	3241	35.42	6719	29.75	10711	26.47	14447	23.96

There is a 10% fuel surcharge added to the line haul in this section of the tariff.