

Daley & Wanzer, Inc.
Movers & Storage



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May 11, 2022

Commonwealth of Massachusetts
Department of Public Utilities
Transportation Division
One South Station
Boston, MA 02110

Dear Sirs:

Please find our recent tariff filing (M.D.P.U. Tarriff 5 that cancels out Tariff 4) for the increase in rates attached for the transportation of Household Goods within the Commonwealth.

Sincerely,

Herbert Fleck
Daley & Wanzer, Inc.

GENERAL RULES AND REGULATIONS

Governs all sections of this tariff unless otherwise provided within individual sections. Except as otherwise provided herein, the rates named in this tariff include one pick-up and loading at point of origin and one delivery and unloading at point of destination.

RULE 1

APPLICATION OF TARIFF

This tariff names rates, rules and regulations for the transportation of property included in the following commodity description, between points in Massachusetts.

Household goods in whole or in part incident to a move by a householder from one dwelling to another and of office equipment or property of a commercial establishment incident to the removal of an establishment in whole or in part.

The provisions of this tariff will only apply to Daley & Wanzer, Inc., and only to the extent of such carrier's operating authority as issued by the Massachusetts Department of Public Utilities.

RULE 2

IMPRACTICABLE OPERATION

The 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 because of:

1. The condition of roads, streets, driveways, alleys or approaches thereto.
2. Inadequate loading or unloading facilities.
3. Any riot, strike, picketing or other labor disturbances.

RULE 3

PROPERTY SUBJECT TO BILL OF LADING

(A) Unless otherwise provided, when property is transported subject to the provisions of this tariff, or as amended, the acceptance and the use of the Massachusetts Movers Association Household Goods Bill of Lading, as described herein, is required.

(B) The rates shown herein are reduced rates conditioned upon the use of the Massachusetts Movers Association Household Goods Bill of Lading. Consignor, at his option, may elect not to accept the terms of the Massachusetts Movers

Association Bill of Lading, and in lieu thereof, to have the carrier transport the property with carrier's liability limited only as provided by common law, and by the laws of the United States and Commonwealth of Massachusetts insofar as they apply, but subject to the terms and the conditions of the Massachusetts Movers Association Household Goods Bill of Lading insofar as such terms and conditions are not inconsistent with such common carrier's liability; the rate charged therefore 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 sixty (60) cents per pound per article or package including contents thereof.

- (C) Shipper may declare a value in excess of sixty (60) cents per pound per article, by paying an additional charge.
- (D) When the consignor elect not to accept any of the terms of such bill of lading he must give notice to the initial carrier of such an election. The initial 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."

RULE 4

INSPECTION OF ARTICLES

When carrier or his agent believe it necessary that the contents of packages be inspected, he shall make or cause such inspection to be made, or require other sufficient evidence to determine the actual character of the property.

RULE 5

DECLARATION OF VALUE

- (A) Shippers are required to state the agreed or declared value of the property on the bill of lading prior to the start of any packing or moving service.
- (B) Valuations shall be declared and stated in dollars and cents per pound per article or lump sum declared values as stated on the bill of lading.
- (C) If shipper declines to declare the value in writing, the shipment will be sent at the released rate of \$0.60 per pound per article.

- (D) The agreed or declared value shall be deemed to relate to all services undertaken by the carrier or its agents and such agreed and declared value must be entered on the bill of lading and signed by the shipper and his (her) own hand.
- (E) Carrier may offer various options of declaration of value, i.e., A, B, and/or C as found on Combined Uniform Household Goods Bill of Lading and Freight Bill (Household Goods Form #8).

RULE 6

CERTIFICATE OF INSURANCE

Carrier may, at its option, provide "Certificate of Insurance" issued by an independent insurance company. The cost of any insurance in the name of the shipper will be borne by the shipper and will not be assumed by the carrier.

RULE 7

PAYMENTS

- (A) The carrier shall have the right to retain possession of any property transported by it and to place the same in storage at the charge and expense of the shipper until all tariff rates and charges thereon have been paid in cash, money order or certified check.
- (B) Nothing herein shall limit the right of the 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 (if 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 the carrier, subject to all lawful charges and the carrier's responsibility as warehouseman only, or at the option of the carrier, may be removed to and stored in a warehouse at the point of delivery or at other available points, at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all transportation and other lawful charges, including a reasonable charge for storage. 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 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 in which the property has been placed, subject to the provisions of this paragraph.

RULE 8

IMPRACTICAL PICK-UP OR DELIVERY AND AUXILIARY SERVICES

- (A) It is the responsibility of the shipper to make shipment accessible to carrier or accept delivery from carrier at a point at which the road haul vehicle may be safely operated.
- (B) When it is physically impossible for carrier to perform pick-up of shipment at origin address or to complete delivery of shipment at destination address with normally assigned road haul equipment, due to the structure of the buildings, its inaccessibility by highway, inadequate or unsafe public or private road, overhead obstructions, narrow gates, sharp turns, tree, shrubbery, the deterioration of roadway due to rain, flood, snow, or nature of an article or articles included in the shipment, the 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 the shipper, consignee or owner of the goods, the carrier will use or engage smaller equipment than its normal road haul equipment or provide extra labor for the purpose, if possible of accomplishment, of transferring the shipment between the residence and the nearest point of approach by the carrier's road haul equipment. Charges for this auxiliary service to cover additional vehicle (if used) will be as provided in Item 190, and shall be in addition to all other transportation or additional services.
- (D) If the shipper does not accept the shipment at the nearest point of safe approach by carrier's road haul equipment to the destination address, the carrier may place the shipment, or any part thereof not reasonably possible for delivery, in storage at the nearest available warehouse of the carrier, or at the option of the carrier, in a public warehouse, subject to a lien for all lawful charges. Transportation charges to apply for such service shall be the applicable tariff rate. The liability on the part of the carrier will cease when the shipment is unloaded into the warehouse and the shipment shall be considered as having been delivered.

RULE 9

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 the vehicle.

RULE 10

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 the shipper, such articles will be taken at the owner's risk.

RULE 11

PERISHABLE ARTICLES

- (A) Carrier will not accept for shipment frozen foods or other articles requiring refrigeration except as provided in paragraph (B) of this rule.
- (B) Frozen foods may be accepted for transportation provided:
 - 1. The food is contained in a freezer which at time of loading is operating at normal deep freeze temperature.
 - 2. The shipment is to be transported not more than 140 miles and/or delivery accomplishment on the same day as loading.
 - 3. No storage of shipment is required.
 - 4. No preliminary or enroute servicing by use of dry ice, electricity, or other preservative methods is required of the carrier.
- (C) When such articles are included in the shipment with or without knowledge of the carrier, responsibility for condition or flavor will not be assumed by carrier.

RULE 12

ARTICLES OF EXTRAORDINARY VALUE

The carrier will not assume any liability whatsoever for: Documents, currency, money, jewelry, watches, precious stones, or articles of extraordinary value including accounts, bills, deed, evidence of debt, securities, credit cards, notes, postage stamps, stamp collections, revenue stamps, letters or packets of letters, articles of peculiarly inherent value, precious metals or articles manufactured there from which are not specifically listed on the bill of lading.

RULE 13

DANGEROUS ARTICLES NOT ACCEPTED

Explosives, hazardous, or dangerous goods will not be accepted for shipment. Any person or persons whether principles or agent, shipping such goods shall be liable for and indemnify the carrier against all loss or damage caused by such goods and carrier shall not be liable for safe delivery of shipment.

RULE 14

CONSOLIDATED SHIPMENTS

(A) Property of two or more families or establishments will not be accepted as a single shipment. Property of each family or establishment must be handled as a separate shipment on a separate bill of lading.

(B) The name of only one shipper and one consignee shall appear on one bill of lading, but the bill of lading may also specify the name of a party to notify of the arrival of the shipment at destination.

RULE 15

COMPLETE ARTICLE

Each shipping piece or package and 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.

RULE 16

REISSUED ITEMS, RULES OR PAGES

Reference made herein to items, rules or pages in this tariff include reference to reissue of such items, rules or pages.

RULE 17

CLAIMS

(A) Any claim for loss, damage, or overcharges shall be in writing 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 surrendered to carrier. Carrier may require certified or sworn statement of claim.

- (B) Carrier shall be immediately notified of all claims for concealed damage and shall be given reasonable opportunity to inspect alleged concealed damage in original package.
- (C) The 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 released value declared by the shipper.
- (D) The 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 the carrier is directed to unload or delivery 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.
- (E) Where the 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.
- (F) The 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 released value declared by the shipper.

RULE 18

SERVICING SPECIAL ARTICLES

The transportation rates in this tariff do not include servicing or unservicing articles or appliances such as refrigerators, deep freeze cabinets, radios, record players, washing machines, television sets, video cassette recorders (VCR's), digital versatile disc (DVD's), dryers, microwave ovens, computers, electronic games, stereo equipment, HiFi equipment, clocks, satellite dishes, hot tubs, whirlpool baths, air conditioners, and the like which, if not properly serviced, may be damaged in, or incident to, transit; not is liability assumed for any such damage unless said articles or appliances are serviced and unserviced as provided in (A) or (B) below.

- (A) Upon request of shipper, owner or consignee of the goods, carrier may, subject to (B) below, service and un-service such articles and appliances at origin and destination for the additional charge provided in Section I, Item 141, Additional Services. Such servicing and un-servicing 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 un-service 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 un-servicing. When third parties are engaged by the carrier to perform any service, the carrier will not assume responsibility for their activities or conduct; amount of their charges; nor for the quality or quantity of service furnished.
- (C) All charges of the third parties must be paid by the shipper, and are in addition to all other charges in this tariff. Such charges will be advanced by the carrier, and billed as an Advanced Charge as provided in Rule 26 herein.
- (D) Except as otherwise specifically provided in this tariff, or as amended, the services covered by this tariff do not include the handling, loading, unloading of any single article weighing 800 pounds or more. The extra handling, loading or unloading in every instance must be provided by the shipper, or if the carrier has additional personnel and equipment available, such extra services upon request of the shipper may be provided by the carrier at charges as 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 the shipper.

RULE 19

MARKING AND PACKING

- (A) Articles of fragile or breakable nature must be properly packed.
- (B) Packages containing fragile articles consisting wholly or in part of glass, when packed by the shipper or his agent, must be marked by plain and distinct letters designating the fragile character of contents.
- (C) When articles of furniture, consisting wholly or in part of glass are covered or wrapped by the shipper or his agent, such articles shall be wrapped in a manner to clearly expose glass surfaces or glass portions and transported at owners' 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.

RULE 20

FURNISHING HELPERS

- (A) The carrier reserves the right to furnish the number of helpers necessary, in the opinion of the carrier, to properly handle shipments to be transported.
- (B) On request of shipper the carrier will furnish helpers in addition to number considered necessary by the carrier at the applicable rates for helpers.

RULE 21

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 22

HOISTING OR LOWERING

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, otherwise, upon request of shipper, consignee or owner of the goods, the carrier as agent of and for and in behalf of the shipper, consignee or owner, will endeavor to arrange for qualified service, if available, at the expense of the shipper or consignee or owner of the goods. In such instances, the carrier will not be responsible for damage to shipment or property. (See Item 146)

RULE 23

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 or one cent or greater.

RULE 24

EXPLANATION OF HOLIDAYS

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)
- Martin Luther King Birthday (3rd Monday in January)
- President's Day (3rd Monday in February)
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (1st Monday in September)
- Columbus Day (2nd Monday in October)
- Veteran's Day (November 11th – Observed as the day after Thanksgiving)
- Thanksgiving Day (4th Thursday in November)
- Christmas Day (December 25)

PLEASE 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 25

ADVANCED CHARGES

Charges advanced by carrier for services of others engaged at the request of the shipper will be supported by carrier with a copy of invoice setting forth services rendered, charges and basis thereof, together with reference to applicable schedule or tariff if charges are assessed in accordance therewith. The charges so advanced are in addition to and shall be collected with all other lawful rates and charges.

RULE 26

DISASSEMBLY AND REASSEMBLY

Transportation rates DO NOT include the removal of any article embedded in the ground or secured to a building, nor the assembly or disassembly of 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 assembly or disassembly of unusual articles found inside a building such as steel shelving, pool tables, elongated work tables, counters, etc. Upon request of shipper, owner, or consignee, the carrier may disassemble or reassemble such articles, subject to labor charges provided in Item 120 herein, or arrange for the service or a third party. The shipper, in such case, will be required to furnish, at the time of reassembly, any new hardware, nuts, bolts, etc., necessary to perform the service.

RULE 27

WRITTEN ESTIMATES/QUOTATIONS

Carrier may give an estimated cost in writing, but in so doing be qualified to estimate within twenty-five per cent (25%) of actual charges. The final charges to be assessed shall not be more than 125% of the estimated cost.

- NOTE 1: Estimate must be in writing and signed by carrier
- NOTE 2: Movement must commence within 30 days of 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.

RULE 28

BINDING ESTIMATE

Upon request, the carrier will provide a binding estimate for transportation and other services pertaining to a shipment as described in paragraph 1, of Rule 1, in this tariff.

- NOTE 1: Estimate must be in writing and signed by carrier and shipper
- NOTE 2: Movement must commence within 30 days of 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.

GENERAL RULES – TIME BASIS

This section applies on all shipments where distance between points of origin and point of destination is seventy-five (75) miles or less, as determined by Rand McNally Mileage Calculator (https://maps.randmcnally.com/mileage_calculator).

NOTE: Shipments going to or from warehouse will not apply. See transportation to and from warehouse, page 29.

RULE 29

COMPUTING TIME

Unless otherwise provided herein, time charges will be computed at the hourly rate applicable from the time vehicle, helper or supervisor report at the original point of loading until the completion of unloading the last load at final destination plus travel time, less time spent for meals, vehicle breakdown or repair, subject to the following:

Charges based on time shall be computed by multiplying the hourly rate by the time involved. Unless otherwise provided, fractions of an hour will be disposed of as follows:

- Where the time involved is less than 15 minutes, one quarter hour.
- When the excess of 15 minutes, but not more than thirty (30) minutes, charge one-half hour.
- When in excess of 30 minutes, but not more than forty-five (45) minutes, charge for three-quarters of an hour.
- When in excess of 45 minutes charge for one hour.

RULE 30

USE OF VEHICLE AND DRIVER

Carrier will not supply vehicle without driver.

RULE 31

TIME

(A) The carrier shall insert on the Household Goods Bill of Lading prescribed in this tariff, the time they start the job and the time they finish said job.

(B) This shall not include the Travel Time as referred to in this Section.

RULE 32

FOUR HOUR MINIMUM

The hourly rates will be subject to a four (4) hour minimum charge in addition to the applicable charge for travel time.

GENERAL RULES – WEIGHT BASIS

Applicable in connection with weight/mileage rates in excess of 76 miles from point of origin to point of destination or transportation from or to warehouse.

RULE 33

COMPUTATION OF CHARGES (WEIGHT BASIS)

Unless otherwise provided herein, where rates are stated in amounts per hundred pounds, charges shall be computed by multiplying the total weight involved by the rates shown for a hundred pounds.

When a shipment is transported a distance in excess of that shown in the rate tables, charges shall be computed using Daley & Wanzer's long distance tariff (1000-DWI) as filed with the United States Department of Transportation.

RULE 34

MINIMUM CHARGE

Except as may be otherwise specifically provided for in this tariff, or as amended, a shipment weighing less than 1000 pounds shall be accepted only at a weight of 2000 pounds and at the applicable rate shown for 2000 pounds.

RULE 35

WAITING OR DELAY

Rates and charges for any waiting time or delay, as shown in Item 180 of this section, will apply when vehicle is held for convenience of shipper or consignee, through no fault of the carrier.

RULE 36

ALTERNATE CHARGES

Except for expedited service, the total transportation charge on any shipment shall not exceed the charge as would apply on the same shipment under the next greater unit of weight at rate applicable to such next greater unit of weight.

RULE 37

BASIS OF WEIGHT

- (A) The tare weight of each vehicle used in the transportation of household goods 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 weighted the fuel truck 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 in the vehicle, subject to inspection, a weigh master's certificate or weight ticket as to each such vehicle showing the tare weight, the date weighed, and a list of such equipment.
- (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 in instances where no adequate scale is located at origin or at any point within a radius of 10 miles thereof, a constructive weight, based on seven pounds per cubic foot of properly loaded van space, may be used. The gross weight, tare 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 shall apply in all respects, except that the gross weight of a vehicle continuing 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 be loaded on a vehicle, such part load to be accompanied by a weight ticket evidencing such weight.
- (D) All tares, gross, actual or constructive weights, shall be properly certified by the person or persons, who ascertained such weights.

RULE 38

(A)– EXPEDITED SERVICE

1. Expedited service as used herein means tendering delivery of a shipment of less than 5,000 pounds on or before a specified date.
2. Subject to the availability of equipment for the particular service desired, shippers may obtain expedited service on a shipment of less than 5,000 pounds and transportation charges shall be computed on the basis of 5,000 pounds and tariff rates applicable to 5,000 pounds. The carrier shall not be required to provide exclusive use of vehicle under this paragraph. For exclusive use of vehicle refer to paragraph (C) of this rule.

BILL OF LADING AND TO BE MARKED OR STAMPED:
EXPEDITED SERVICE ORDERED BY SHIPPER
SHIPMENT MOVING AT WEIGHT OF _____ LBS.
ACTUAL WEIGHT OF _____ LBS.
DELIVERY (TENDER) ON OR BEFORE _____ DATE

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

(B) – COMPLETE OCCUPANCY OF VEHICLE

Subject to the availability of equipment for the particular service desired, a shipment, the displacement of which completely occupies the loading space of a vehicle, or the peculiar character of which otherwise prevents its transportation with other shipments on the same vehicle, will be accepted at charges computed on the actual weight and subject to a minimum weight based on 7 pounds per cubic foot of total vehicle space. (See Paragraph (E) of this Rule).

BILL OF LADING TO BE MARKED OR STAMPED

COMPLETE OCCUPANCY OF VEHICLE
SHIPMENT MOVING AT WEIGHT OF _____ LBS.
ACTUAL WEIGHT _____ LBS.

(C) EXCLUSIVE USE OF A VEHICLE

1. Subject to the availability of equipment, a shipper may order Exclusive Use of a Vehicle of specific cubic capacity, for transportation of a shipment. Transportation charges shall be based on actual weight subject to a minimum charge as follows:
 - (a) 1000 cubic feet or 7000 pounds
 - (b) If the capacity of the vehicle ordered is in excess of 1000 cubic feet, the minimum charges shall be based on 7 lbs. per cubic feet of total vehicle space ordered.
2. If at time for loading such shipment, carrier does not have available a vehicle of capacity ordered, carrier may substitute a vehicle or vehicles of an equivalent or greater capacity and transportation charges and minimum therefore shall be the same as would apply had carrier furnished a vehicle of the capacity ordered. (See paragraph (E) of the rule).

BILL OF LADING TO BE MARKED OR STAMPED

EXCLUSIVE USE OF A VEHICLE OF _____ CU. FT. CAPACITY
ORDERED BY SHIPPER
SHIPMENT MOVING AT WEIGHT OF _____ LBS.
ACTUAL WEIGHT _____ LBS.

(D) – SPACE RESERVATION FOR A PORTION OF VEHICLE

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:

300 cu. Ft. or less 2,100 lbs.
More than 300 cu. Ft. 700 lbs per 100 cu. Ft. unit ordered

BILL OF LADING TO BE MARKED OR STAMPED

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

(E) – DISPLAY OF VAN SPACE

The number of cubic feet of van space shall be legibly displayed on each side of the vehicle used by the carrier in rendering service under paragraphs (B) and (C) of this rule.

Note: All shipments subject to weighing provisions as provided in Rule 38.

RULE 39

MILEAGE AND INTERMEDIATE APPLICATION

- (A) Except as otherwise provided herein, where travel time rates are based on mileage, the distance, or mileage shall be that shown by Rand McNally Mileage (https://maps.randmcnally.com/mileage_calculator).
- (B) If the shipper requests a longer route than the shortest practical route as shown in Rand McNally Mileage (https://maps.randmcnally.com/mileage_calculator) the mileage over the longer route as shown therein will apply.
- (C) If mileages are not shown from any point of origin or to any point of destination in Rand McNally Mileage (https://maps.randmcnally.com/mileage_calculator), the mileage from or to the principal town in which each community is located shall apply.

(D) If transportation rates are not shown herein for the actual distance provided in Rand McNally Mileage (https://maps.randmcnally.com/mileage_calculator), the rate shown for the next greater distance shall apply.

RULE 40

EXTRA PICK UP OR DELIVERY

Subject to Rule 15, portions of a shipment may be picked up or delivered at one or more places or origin, destination, or enroute. Charges will be for total weight of entire shipment for total distance via points of pick-up or delivery or both from first point of pick – up to final point of delivery, plus additional service charges applicable to each portion of the shipment. The total charges for picked up or delivered portions shall not, in any case, exceed the total charges as would apply if computed to each portion as a separate shipment.

ADDITIONAL SERVICES – GENERAL

Except as otherwise specifically provided, Rates and Charges for Additional Services shown in this section apply to all territories and are in addition to all other rates and charges in this tariff.

ITEM 110

PACKING SERVICES

1. Rates include packing, the use of packing containers and materials. No additional hourly rates shall be charged for the personnel performing such service.
2. Packing rates include only the packing service of carrier furnished containers.
3. Unpacking includes unpacking service of containers furnished and packed by carrier and disposal of such containers and materials if requested by consignee. Unpacking service, if ordered, the carrier's hourly labor rates will apply.
4. Rates shown apply to regular time packing and unpacking. Rates will increase by an additional 25% when packing or unpacking service is performed between the hours of 5:00 PM and 8:00 AM Monday thru Friday or anytime on Saturday. Rates will increase by an additional 50% if packing or unpacking service is performed on holidays (see rule 24) or Sundays.

NOTE 1: Cubical content must be shown on all cartons.

Daley & Wanzer, Inc

Tariff 5
Effective June 11, 2022

NOTE 2: In the event that two or more standard containers must be joined together because of the size, shape or character of the item or items to be packed, the charge for shall be the combined charge reflected in this item.

PACKING

Description		Rate
BARRELS: (Barrel, dish pack, or specially designed containers, of not less than 5 cu. Ft. capacity, for use in unpacking glassware, chinaware, bric-a-brac table lamps or similar fragile articles)	Dish Pack	\$85.00
Less than 3 cu ft. (not less than 200lbs. test)	Book	25.00
3 cu ft. (not less than 200lbs. test)	Medium	27.00
4 ½ cu. Ft. (not less than 200lbs test)	Large	29.00
6 cu. Ft. (not less than 200lbs. test)	X-Large	30.00
Wardrobe carton not less than 10 cu. Ft.	Wardrobe	40.00
Wardrobe rental (remains carrier property)	Rental	15.00
Crib Mattress Carton		17.00
Mattress carton (not exceeding 39"x75")	Single	20.00
Mattress carton (not exceeding 54"x75")	Double	20.00
Mattress carton (exceeding 54"x75")	King/Queen	30.00
CORRUGATED CONTAINERS: (Specially designed or constructed for mirrors, paintings, glass or marble tops and similar fragile articles)	Mirror	65.00
CRATES AND CONTAINERS: (Other than corrugated, specially designed or constructed for mirrors, painting, glass or marble tops and similar fragile articles).	Wood Crate (Charged per Cu. Ft. (or fraction thereof))	35.00
Gross measurement of crate or container minimum charge per crate or container		200.00

ITEM 120

LABOR CHARGES

Regular time and overtime labor charges cover all additional services for which no charges are otherwise provided in the tariff, when such services are requested by the shipper. Refer to carriers hourly rate tables.

Daley & Wanzer, Inc

Tariff 5
Effective June 11, 2022

ITEM 141

APPLIANCE SERVICE

Household appliances or other articles (such as washers, dryers, refrigerators, freezers, etc.) requiring special servicing for safe transportation: (subject to request of the shipper, owner, or consignee, and provisions of Rule 18.

CARRIER SERVICING at origin:

First Article	Article	\$50.00
Each Additional Article	Article	\$25.00

CARRIER SERVICING at destination:

First Article	Article	\$30.00
Each Additional Article	Article	\$15.00

ITEM 146

HOISTING AND LOWERING

Hoisting or lowing, where necessary where height of building is:

3 stories or less	Flat charge	\$400.00
5 stories or less	Flat charge	\$800.00
6 stories or more	Flat charge	\$1,200.00

Applies each time services are rendered.

NOTE 1: Does not apply when third parties are used.

NOTE 2: For use of carrier's manual handling (blue rigging) equipment only. Does not include labor. See items 120 for labor charges.

ITEMS 147

PIANO OR ORGAN CARRY CHARGES

1 st floor to 1 st floor	Flat Charge	\$250.00
Other than 1 st floor to 1 st fl	Flat Charge	\$65.00 additional

NOTE 1: Applies once per shipment for each piano or organ

NOTE 2: Will not apply to portable organs, toy organs or toy pianos

ITEM 170

HANDLING SHIPMENTS NOT ADJACENT TO VEHICLES (involved in pickup or delivery for weight based charges)

1. Elevator, stair and excessive distance carry charges are subject to notes below as applicable.
2. These charges as shown in the rate schedules below, apply at point where the actual services are performed.

Rates per CWT
(in dollars and cents)

ELEVATORS (Subject to notes, 1,2,3,4,5,6 & 8 where pickup or delivery involves use of adequate elevator service up or down one or more flights (see note 6), a charge will be assessed; viz.: one or more flights at origin or destination (see notes 3,4 and 5)

\$7.50

STAIRS (INSIDE A BUILDING) (Subject to Notes 1,2,5,6 & 8) where pickup or delivery Involves carriage up or down one or more flights of stairs (see note 6), a charge will be assessed, viz.: per each flight at origin or destination.

\$7.50

STAIRS (OUTSIDE A BUILDING) (Subject to Notes 2,7, & 8) where pickup or delivery involves carriage up or down one or more flights of stairs (see note 7), a charge will be assessed, via; per each flight at origin or destination.

\$7.50

EXCESSIVE DISTANCE (Subject to notes 2,8, & 9) where pickup or delivery involves one or more extra carries (see note 9), a charge will be assessed, viz.: per each extra carry at origin or destination.

\$7.50

NOTE 1: Elevator and inside stair carry charges will not apply when pickup or delivery is within a single family house or dwelling or when the elevator and/or stairs are within the living quarters of an individual apartment unit, townhouse, condominium, etc.

EXCEPTION: The provisions of this note will not apply for pianos, organs and harpsichords; refer to note 10 for provisions to apply.

HANDLING SHIPMENTS NOT ADJACENT TO VEHICLES
(Involved in pickup or delivery)

NOTE 2: Charges will be based on actual weight of the shipment, except as follows:

- (a) When portions of the shipment are picked up or delivered at more than one place, the charges would apply only to the weight of that portion of the shipment picked up or delivered at other than ground floor or carrier an excessive distance.
- (b) When an automobile is included in a shipment with other personal effects, the weight of the automobile will be deducted when determining applicable charges under this item.
- (c) When elevator, stair carry or excessive distance carry service is required on a portion of a shipment picked up or delivered at more than one place, the minimum charge as shown in note 8 will apply if actual weight of that portion of the shipment is unknown or cannot be determined.

NOTE 3: When two or more elevators providing parallel service are utilized, charges will apply per shipment, not per elevator.

NOTE 4: Where an elevator is used and shipment must then be transferred to a second elevator or carried one or more flights, charges will be made once for the first elevator and again for each additional elevator or stair carry service.

NOTE 5: When inside stairs and elevator are both available, charge will be based on the method used.

NOTE 6: Inside a building, the first flight shall consist of a total of at least 8 steps. Additional flights shall be defined as the number of complete floors above or below the first flight. If the total number of steps is less than 8, then no flight carry charge will apply and the provisions of note 8 of this item, as it pertains to the minimum charge for stair carry, will not apply.

Note 7: Outside a building, the number of flights shall be determined based on the total number of steps involved as follows:

- 1 to 10 steps – no flight charge will apply
- 11 to 20 steps – 1 flight
- 21 to 30 steps – 2 flights
- 31 to 40 steps – 3 flights
- 41 to 50 steps – 4 flights
- 51 to 60 steps – 5 flights

Daley & Wanzer, Inc

Tariff 5
Effective June 11, 2022

Each additional flight shall consist of 10 steps or fraction thereof. If the total number of steps is less than 10, then no flight carry charge will apply and the provisions of note 8 of this item, as it pertains to the minimum charge for stair carry, will not apply.

Note 8: The minimum charges for elevators, stairs, and excessive distance carry charges, shall be based on 1000 pounds times carrier's applicable rate.

When a piano, organ or harpsichord is included in the shipment, the minimum charges named herein apply (without regard to the minimum number of stair steps traversed) in addition to the charges shown in note 10.

Note 9: The excessive distance carry charge will apply to any combination of outside and/or inside carry distance as provided for below. An extra carry means each carry of 50 feet or fraction thereof beyond the first carry of 75 feet from or to the carrier's vehicle, and;

- (a) The outside entrance door of a single-family house or business establishment when the entire contents of the building are being removed or delivered, or
- (b) The inside entrance door of an individual's apartment, multiple dwelling house or office within a building or
- (c) Pickup or delivery location within a business establishment when only a portion of the contents are being removed or delivered.

Computation of the extra carry distance shall not include elevator or stair distance for which other charges herein apply. Such computation shall include outside sidewalk and walkways, inside hallways, corridors and other areas to or from the pickup or delivery location.

NOTE 10: The following flight carry and elevator charges will apply for Pianos' organs and harpsichords.

FLIGHT CARRY CHARGE – INSIDE A BUILDING OR HOUSE:

First flight (see note 6)	\$50.00
Each Additional Flight	\$30.00

FLIGHT CARRY CHARGE – OUTSIDE A BUILDING OR HOUSE:

First Flight (see note 7)	\$50.00
Each Additional Flight	\$30.00

NOTE A: Flight carry and elevator charges apply each time this service is rendered. If an elevator is used, it will be considered as one flight.

Daley & Wanzer, Inc

Tariff 5
Effective June 11, 2022

NOTE B: Flight carry and elevator charges WILL NOT APPLY to portable organs, pianos, or harpsichords capable of being conveniently hand carried by one person.

ITEM 174

BULKY ARTICLES, LOADING AND UNLOADING CHARGES

(This item applies to weight basis moves only)

When a shipment includes articles as named below, the following additional charge will apply to each article and includes BOTH loading and unloading service, and applies each time loading and unloading service is required (except when service is for carrier's convenience). Loading and unloading service includes the handling and blocking of such article.

AUTOMOBILES, sedan, coupe, convertible, roadster, hatchback, lift back, station wagons; TRUCKS, pickup, any size, without mounted campers or camper shells; DUNE BUGGIES AND SPECIALTY MOTOR VEHICLES, (not otherwise provided for herein) (except go – carts and three or four wheel all terrain cycles)

Rate per each (in dollars and cents) \$600.00

MOTORCYCLES; MOTORBIKES; GO – CARTS; THREE OR FOUR – WHEEL ALL TERRAIN CYCLES; RIDING MOVERS; or TRACTORS (less than 25 horsepower); SNOW MOBILES; MOTORIZED GOLF CARTS; JET SKIS; TRAILERS; INCLUDING UTILITY AND POP-UP TRAILERS less than 14 feet in length; AND CANOES, SKIFFS, ROWBOATS, DINGHIES, SCULLS AND KAYAKS less than 14 feet in length (mounted or unmounted on trailers) (excluding toys and articles capable of being conveniently hand carried by one person and/or transported in standard cartons).

Rate per each (in dollars and cents) \$ 400.00

BOATS, CANOES, SKIFFS, ROWBOATS, KAYAKS, SAILBOATS AND BOAT TRAILERS, (see above, and also refer to Weight Additives in this item)

FARM EQUIPMENT; FARM IMPLEMENTS; FARM TRAILERS, or TRACTORS (25 horsepower and over); STRETCH LIMOUSINES (Auto); TRUCKS, pickup, any size, with campers or camper shells mounted thereon; VANS, any size, and SPORT UTILITY TRUCKS

Rate per each (in dollars and cents) \$500.00

Daley & Wanzer, Inc

Tariff 5
Effective June 11, 2022

TRAILERS, INCLUDING UTILITY AND POP – UP TRAILERS 14ft or over in length (except boat trailers travel camper trailers/mini – mobile homes, see weight additives in this item)

Rate per each (in dollars and cents) \$ 400.00

CAMPERS OR CAMPER SHELLS MOUNTED on pickup trucks, apply above classification for trucks, pickup with campers or camper shells mounted thereon (except travel camper trailers/mini – mobile homes, see weight additive in this item.

CAMPER OR CAMPER SHELLS, NOT MOUNTED on pickup trucks (see weight additives in this item).

PLAYHOUSES, TOOL SHEDS, UTILITY SHEDS; ANIMAL HOUSES/KENNELS; DOLL HOUSES; BATH OR HOT TUBS; SPAS; WHIRLPOOL BATHS; JACUZZIS (transported set-up, not dismantled) (excluding articles capable of being conveniently hand carried by one person and/or transported in standard cartons).

Rate per each (in dollars and cents) \$500.00

SATELLITE TELEVISION/RADIO RECEIVING DISCS/DISHES, INCLUDING MOUNTS, STANDS, AND ACCESSORIAL EQUIPMENT

Rate per each (in dollars and cents) \$250.00

GRANDFATHER CLOCKS OR GRANDMOTHER CLOCKS (transported set-up, not dismantled)

Rate per each (in dollars and cents) \$250.00

LIGHT AND BULKY ARTICLE CLASSIFICATIONS

WEIGHT ADDITIVES: When a shipment includes any of the following item(s), the transportation charges will be based on the net scale weight of the shipment, plus a weight additive calculated in accordance with the table shown below:

AIRPLANES, GLIDERS (except hang gliders) or ULTRALITES: 120 pounds per linear foot of the length of the fuselage.

CAMPER SHELLS, any size, not mounted on trucks; **BOATS AND SAILBOATS** less than 14 feet in length (mounted or un-mounted on trailers); and **CANOES, SKIFFS, ROWBOATS, DINGHIES, SCULLS, AND KAYAKS** 14 feet and over in length (mounted or un-mounted on trailers): 700 pounds.

BOATS AND SAILBOATS: 14 ft. and over in length: 2500 pounds.

BOAT TRAILERS: any length, 1600 pounds.

TRAVEL CAMPER TRAILERS/MINI-MOBILE HOMES: (other than utility and pop-up trailers); CAMPERS (excluding camper shells) NOT MOUNTED ON TRUCKS; OR HORSE TRAILERS: 7000 pounds.

BULKY ARTICLES, LOADING AND UNLOADING CHARGES:
(This item applies to weight basis moves only)

NOTE 1: Classification/Weight Additive provisions are applicable on boats, sailboats, canoes, skiffs, rowboats, dinghies, sculls, and kayaks without regard to whether such articles are mounted or un-mounted on trailers. The Weight Additive named above for boat trailers any length applies in addition to these provisions.

NOTE 2: When a shipment contains two or more articles subject to the weight additive, the total weight additives for that shipment will be the sum of the individual additives for each bulky article calculated separately.

NOTE 3: In determining lengths for the purpose of this item, all fractions of a foot will be disregarded.

NOTE 4: The length of boats, canoes, skiffs, rowboats, kayaks, or sailboats shall be determined by the straight center line distance between the top center point of the transom and a point perpendicular with the foremost part of the bow. Manufacturer's "length overall" or "center line length" shall apply as the correct length for the purposes of this item in lieu of physical measurement by carrier.

NOTE 5: Unless otherwise specifically provided, the Bulky Article Charge or The Weight Additive WILL APPLY for any of the articles contained in this item either whole or in a disassembled or partially disassembled condition. Weight Additive will be based on the longest applicable disassembled part. Refer to Note 4 herein for proper measurement of specified articles.

EXCEPTION: This item WILL NOT APPLY when shipper orders Exclusive Use of Vehicle.

ITEM 180

WAITING TIME: not the fault of the carrier, per vehicle (see notes 1,2, and 3)

For charges see carrier's hourly rate table for Vehicle and Driver, Helper and Supervisor

NOTE 1: Unless otherwise provided by agreement, loading and unloading will be performed between the hours of 8:00 A.M. and 5:00 P.M., and waiting time will be applicable only between these hours subject to the following allowable free waiting time: When shipment is traveling 51 miles or over, one (1) hour free waiting time will be allowed. At expiration of the free waiting time, additional time will be subject to carrier's convenience.

NOTE 2: This charge not applicable on Sundays or on all officially declared National or State holidays, except when pick-up or delivery on such days is requested by the shipper or consignee.

NOTE 3: Waiting time charge for carrier's vehicle personnel (other than vehicle driver) will be subject to Labor charges contained in carriers' hourly rates).

AUXILIARY SERVICE

ITEM 190

Necessary for pick-up or delivery, and applies to all auxiliary delivery services requested by the shipper (Applies only in connection with Rule 8)

Per Additional Vehicle (if used) \$55.00 per hour

NOTE: Time to begin at carrier's terminal and continue until completion of service at point of loading and/or unloading.

ITEM 200

OVERTIME LOADING AND UNLOADING:

(See Notes 1,2 and 3) (This item applies to weight basis moves only)

An additional charge for each overtime loading or each overtime unloading will be \$8.50 per hundred pounds.

Daley & Wanzer, Inc

Tariff 5
Effective June 11, 2022

The above charges apply when this service is made necessary by landlord requirements, or is required by prevailing laws and ordinances or is rendered at the specific request of the shipper or his agent.

NOTE 1: Charge will be based on actual weight subject to a minimum of 2,000 pounds.

NOTE 2: These charges shall not apply when the service is performed for carrier's convenience. This overtime service will be rendered only at the option of the carrier.

NOTE 3: This item will apply during: (A) Between 5:00 pm and 8:00 am except Saturday, Sunday and Holidays (see rule 24), (B) During any hour on Saturday or Sunday. (C) During any hour on all officially declared National and State Holidays (see rule 24).

ITEM 210

CHARGES TO OR FROM THE ISLANDS OF MARTHA'S VINEYARD AND NANTUCKET, MASSACHUSETTS

(See notes 1 and 2)

BETWEEN:	Ferry Terminal in MA and	PER	RATE
	Martha's Vineyard Island	100 pounds	\$35.00
	Nantucket Island	100 pounds	\$50.00

NOTE 1: A minimum charge based on minimum weight of 5,000 lbs will apply on shipments transported to or from Islands named.

NOTE 2: The above rates include all transportation charges between Ferry Terminal dock and the Island named.

ITEM 230

REWEIGHING CHARGE

The carrier upon request of shipper, or shipper's agent, made prior to the delivery date, will reweigh the shipment. The lower of the two net scale weights shall be used in determining the applicable charge.

Per reweigh: \$50.00

ITEM 240

LABOR CHARGES

Covers all services for which no charges are otherwise provided in tariff when such services are requested by shipper. For charges see carrier hourly rates.

HOURLY TRANSPORTATION RATES

Transportation rates covering movements of household goods and related articles as described in Rule 1., crated, uncrated or in containers, on an hourly basis up to and including 50 miles from point(s) of origin to point(s) of destination.

Regular Time Rates

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

Overtime Rules

Overtime rates apply when service is requested by the shipper to be performed on weekdays (Monday thru Friday) between the hours of 5:00 P.M. and 8:00 A.M., and all day Saturday and Sunday.

Holiday Rates

Holiday rates apply when service is requested by the shipper to be performed during any hour on the holidays as set forth in Rule 25.

TRAVEL TIME

An additional charge shall be assessed for each vehicle and driver, helper and supervisor to cover their Travel Time. Such a 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 as follows:

0-5 miles	½ hour
6-15 miles	1 hour
16-25 miles	1 ½ hours
26-35 miles	2 hours
36-50 miles	2 ½ hours
51-65 miles	3 hours
66-75 miles	3 ½ hours

NOTE: Rand McNally Mileage Calculator will apply as to mileage (https://maps.randmcnally.com/mileage_calculator).

Daley & Wanzer, Inc

Tariff 5
Effective June 11, 2022

SECTION 1 – HOURLY RATES

	Regular Time	Overtime Rate	Holiday Rate
Vehicle & Driver	\$ 120.00	\$ 180.00	\$ 240.00
Helper	65.00	97.50	130.00
Supervisor	100.00	150.00	200.00

SECTION II – TRANSPORTATION TO AND FROM WAREHOUSE

On shipments from 0 up to and including 75 miles: will be charges hourly plus travel time with a 4 hour minimum.

(Over 75 miles, apply weight/mileage rates contained in this tariff)

TABLE A:	1000 to 1999lbs. incl... break point weight:	1600	\$20.00
	2000 to 3999lbs. incl... break point weight:	3333	\$17.00
	4000 to 7999lbs. incl... break point weight:	7200	\$15.00
	8000lbs and over.....		\$12.00

TABLE B:	1000 to 1999lbs. incl... break point weight:	1556	\$22.00
	2000 to 3999lbs. incl... break point weight:	3429	\$19.00
	4000 to 7999lbs. incl... break point weight:	7333	\$15.00
	8000lbs and over.....		\$12.00

TABLE C:	1000 to 1999lbs. incl... break point weight:	1619	\$25.00
	2000 to 3999lbs. incl... break point weight:	3294	\$21.00
	4000 to 7999lbs. incl... break point weight:	7429	\$19.00
	8000lbs and over.....		\$15.00