



DAVIDSON MOVING
1-774-300-8300

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SECTION I

General Terms

1.0 OVERVIEW

Davidson Moving LLC is a private carrier of household and commercial goods and may be referred to as the “carrier” in any documentation issued by Davidson Moving LLC. In addition, all references such as “Davidson Moving”, “We”, “The Company”, “Our Company” or any similar combination using the word “Company” will refer to Davidson Moving LLC.

Davidson Moving is not involved in van-line affiliations but preserves the right to use agents to fulfill shipments or portions of shipments whether intra-state or inter-state. Any client or customer of Davidson Moving LLC that will be shipping goods through utilization of the services provided by Davidson Moving LLC may be referred to as the “shipper” in any documentation issued by Davidson Moving LLC.

Davidson Moving aims to be a 100% paperless company by having customers opt-in to receive electronic versions of all documents. We will issue paper documents at the customer’s request or if legal barriers prevent us issuing electronic versions.

Main Office of Operations:

Davidson Moving LLC
210 Park Ave NUM 278
Worcester, MA 01609

1.1 QUOTES/ESTIMATES

Davidson Moving LLC may provide in-home or over-the-phone estimates based on inventory and/or review of items to be moved. The goal of an estimator is to gather the information to the best of their ability. Main areas include:

(a) Origin – This is the address at which our moving crews will pick-up the goods.

(b) Destination – This is the address at which our moving crews will make delivery. If the address is undetermined at the time of booking it could have an effect on the final pricing. Things to look out for are tractor-trailer restrictions, stairs, elevators, long-walk requirements, etc.

(c) Logistics – The customer should notify the carrier of any closing dates and times as these may increase labor or storage requirements to the carrier for which costs will be deferred to the shipper.

(d) Volume/Weight – The estimator will provide truck space requirements and/or estimated weights of total shipment based upon visual inspection and inventory of goods to be shipped. Shipment volumes and weights are opinion only.

(e) Labor – Labor requirements are calculated based upon estimated shipment volume and weight. If estimated shipment volume and weight are off, final bill may differ from total estimated cost. Shipper must pay for actual services rendered. Cost increases are not always related to estimated shipment volume/weight.

(f) Rates – Estimator should disclose any rates that govern the shipment. This should either be in the fine print on any estimate documentation, or estimator may notate amendments to guaranteed rates. Note: any alteration or notation to carrier documents by shipper are prohibited and shall have no effect.

(g) Estimated Completion Costs – Authorized estimator or manager of carrier may offer estimated shipment costs in association with estimated volume/weight, labor averages and guaranteed rates. Note: shipper is responsible for actual services rendered despite any previously written estimates.

Final account charges will always be in accordance with actual services rendered, even if attributable to human error, regardless of any previously written estimates.

If shipper issues any element of a change order (including but not limited to: shipment origin, shipment destination, logistics, shipment volume/weight) final cost of will likely vary from estimated costs. Carrier may advise shipper of how these changes affect their final cost, but carrier provides no guarantees to accuracy of these informal estimates. Shipper is responsible for paying actual services rendered as any verbal or written estimates from any carrier are ultimately subjective opinions of the estimator performing the function.

Note: It is customary in the moving industry to inspect only the origin address and the estimator is prohibited by this carrier to visit any destination point. The primary purpose of the in-home estimator is to take an in-home inventory for the shipper and to gather other essential details.

1.2 **FREE MATERIALS**

Carrier advertises free materials on various marketing literature. These materials will be delivered by Davidson Moving the after a deposit is collected. Free materials will be specified before the move and do not have cash value to the shipper. Shipper is responsible for cost of additional materials. Free materials must be requested by shipper at time of reservation. Employees or agents of carrier not obligated or liable for distribution of free materials to shipper.

Note: If a shipper cancels their move with the carrier after acquiring free materials, the shipper shall be liable to pay the carrier an amount of \$50 in compensation for the

materials. If the carrier delivered these materials to the shipper, the shipper shall be liable to pay the carrier an additional sum of \$150 to compensate for the time taken out of our employees schedule to deliver the materials, and for the use of the vehicle and fuel used to deliver the materials.

1.3 **RELATIONSHIP BETWEEN CARRIER & SHIPPER**

The carrier serves the shipper as a means of transport between any given origin and destination address. The shipper in this relationship is the financially obligated entity for the shipment and agrees to pay any applicable tariff charges in association with any shipment between any origin and destination. Any other expenses such materials, permits, ferry fees, parking tickets, tolls or any expense incurred as a result of the shipment is at the sole expense and liability of the shipper.

Carrier expects shipper to be aware of local laws pertaining to the shipment of household or commercial goods and must notify or obtain any necessary permits the carrier may need to operate at the origin and/or destination address.

Once shipment is commenced, shipper authorizes carrier to take any necessary means to complete shipment in association with the terms of this document. Carrier commits to seeking approval from the shipper for any order changes that may result in a 10%+ increase to the total estimated costs. Shipper agrees to pay applicable charges in association with this document. Shipper understands that unexpected situations may arise and will not hold carrier liable. Shipper is fully liable for any actual expenses incurred to complete an operation.

1.4 **DEPOSIT REQUIREMENTS**

The resources of this carrier including but not limited to laborers, truck and storage is limited and the demand for such services is often higher than this carrier is able to service. Due to the limited nature of the services this carrier provides, the carrier requires a minimum deposit of \$250 or 25% of total estimated move cost to hold specific move dates, moving crews and other resources. Davidson Moving reserves the right to increase the deposit to 50% of the estimate for customers with limited credit history. This deposit is 100% refundable if cancellation is made more than 24 hours before the move, however, is non-refundable or may be transferred to other available move dates if cancellation is made less than 24 hours before the move. Deposit should be in the form of a credit card (Mastercard, VISA, Discover) as carrier shall use this information for petty charges such as materials, storage, or cancellation fees. Carrier shall accept cash and personal checks for initial deposits, but credit cards are preferred.

1.5 **CANCELLATION OF SERVICES**

In the event of cancellation, the carrier is entitled to the initial deposit placed by the shipper if made within 24 hours of the move date. The carrier may be entitled to

additional charges for any materials that may have been dispensed to the shipper free of charge with the shipper commitment to utilize moving services of the carrier and any charges the carrier may have incurred delivering such free materials.

Written documentation of cancellation should be issued to the carrier at jimmy@davidsonmoving.com that includes shippers full name and address with the currently scheduled move date.

If the carrier dispatches the moving crew in association with a scheduled move date for which the shipper gave less than 24 hour notice, the shipper shall be liable for any and all labor for that moving crew with a 4 hour minimum per day and this labor shall be charged to the shippers credit card on file as carrier cannot be liable for the labor incurred due to short notice and carrier is subjected to a loss of revenue since those limited resources were reserved solely for the shipper could not be diverted to a new client.

1.6 **COMMON COMPLAINTS & RESOLUTIONS**

(a) Too Many Resources Estimated

The estimator's goal is to project resources to the best of their ability. If a disagreement occurs between shipper and carrier, the course of action is to pinpoint the specific concerns for disagreement and reconcile both points of view. If a resolution cannot be reached after thorough review, we encourage the shipper to get an estimate from a different company.

(b) Actual Cost Significantly Higher Than Estimate

The estimator's goal is to project quotes to the best of their ability. It is common for shippers to increase the scope of work or add inventory to the original quote. If a change happens which would result in an increase of 10%+ to the total cost, our process calls for a 'Change Order' to be signed off by the shipper acknowledging the increases. Ultimately the shipper is responsible for actual services rendered even if a 'Change Order' was not completed.

(c) Furniture Damage

Davidson Moving strives to achieve zero furniture damage in all our moves. The nature of moving household goods is inherently risky, and we realize that despite preventative measures and best practices, damage may occur to furniture. At the customer's request, damage can be reduced by segmenting the move into smaller pieces, however, this may result in significant cost increases.

(d) \$0.60/lb/item Is Not Enough

Moving household goods is inherently risky and there is a natural risk that some items will be damaged during a move. Standard liability to moving companies is \$0.60/lb/item. The shipper is responsible for obtaining additional coverage through their insurance company prior to the commencement of the move.

(e) Work Is Incomplete

Davidson Moving is not familiar with every single piece of furniture from every manufacturer. There may be items that are of great complexity and may not be included in the move due to this. Davidson Moving makes no guarantee that all items will be included in the move. The total invoice is rendered on actual services provided and therefore the time to move said items are not included in the final invoice.

SECTION II

Packing & Disassembly

2.0 OVERVIEW

Generally, the carrier expects everything will be ready to go by the shipper when the moving crews arrive. Everything that can be boxed, should be boxed. Carrier cannot take loose items.

2.1 PACKING

All Packing should be done prior to the truck arriving. Everything being shipped should be off the walls and ready to go. Carrier can provide packing services, but this service should be implicitly agreed upon between the carrier and the shipper, and packers should be scheduled to come prior to moving day.

- (a) Breakables such as plates and cups should be boxed & wrapped in packing paper.
- (b) Mirrors should be boxed and/or bubble wrapped.
- (c) Paintings should be boxed and/or bubble wrapped.
- (d) Fragile glass pieces should be removed from furniture (Ex. Curio cabinet, or dining room hutch) and boxed or bubble wrapped.
- (e) Artwork should be boxed, bubble wrapped or safely packaged for transport.
- (f) Televisions should be boxed or safely packaged for transport.

If household goods are not properly prepared when our movers arrive with the truck, our movers will have no choice but to prepare them for you at no liability to the carrier as they will be unprepared and not have the proper materials. Shipper should remove from home, any valuables including cash, jewelry, firearms, alcohol, medications, etc. prior to the movers arriving.

Shipper is solely responsible for transporting these items. Carrier is not liable in any way for the transport, damage, loss or theft of these items. Having these items in the

home, or any items on the prohibited items list shall be considered negligence on the part of the shipper and shipper shall be liable for any loss, damage (or damage to shipment due to inclusion of prohibited items) or theft in full.

2.2 **DISASSEMBLY/REASSEMBLY**

Generally, furniture should be taken apart and ready to go. If it is not, the movers may assist you in disassembling and reassembling furniture. Please consider this advance warning that carrier is not liable for damage or loss resulting from disassembly and reassembly of furniture. This carrier is a mover, not an installer. The carrier aims to provide all installation services but reserves the right to hire a 3rd party for disassembly and reassembly purposes which will be billed to the shipper at a markup.

Remember, employees and agents of the carrier are general household furniture and office movers. Every piece of furniture we encounter is unique. We cannot guarantee disassembly and/or reassembly of furniture.

2.3 **POOL TABLES, HOT TUBS, SAFES, AND GRANDFATHER CLOCKS**

Carrier cannot move safes with a weight of 250lbs and over. For these types of items, carrier differs this work to a specialized safe mover. Carrier never guarantees the transport of a safe, even if inadvertently included on a pre-move inventory.

Carrier may move pool tables. However, some pool tables (not all) can only be transported if our movers take them apart. If this is the case, a specialist must be brought in after the move to re-felt the pool table and balance it at no liability to the carrier.

Carrier may be able to move some hot tubs. However, in general the carrier must differ this work to a specialist. Carrier shall never be liable for moving a hot tub even in the event of its inadvertent inclusion on a pre-move inspection report.

Grandfather clocks should be pre-packaged prior to our movers arriving. Carrier is not liable for the malfunction of a grandfather clock. Carrier cannot be liable for any damage resulting from disassembly and/or re-assembly.

2.4 **HOISTS**

Some items may be required to come through a window because they are too large to put through a staircase. It is a good idea to notify the carrier of this requirement prior to commencement of a move. Carrier may make last minute accommodations if we encounter this requirement during a shipment, at full expense and liability to the shipper. Please note that there is a natural risk of damage to real property or the item being hoisted and shipper is solely liable for this risk. Hoists require special equipment and 3 movers minimum to service.

2.5 MATERIAL & EQUIPMENT COST

Item	Cost
1.5 cu/ft Box	\$3.00
3.1 cu/ft Box	\$3.50
4.5 cu/ft Box	\$5.00
5.2 cu/ft Box	\$8.00
6.1 cu/ft Box	\$4.00
Lamp Box	\$4.50
Tote Box	\$4.00
Mattress Bag	\$15.00
Mattress Box	\$15.00
Sm Mirror Box	\$5.00
Lg Mirror Box	\$7.50
Bubble Roll	\$150.00
Bubble Wrap	\$2.50
Export Paper	\$2.50
Paper	\$30.00
Shrink Wrap	\$5.00
Tape	\$5.00
Wardrobe Rental	\$7.50
Bin Rental	\$7.50
Laydown Box	\$10.00
TV Carton	\$40.00
Rug Protection	\$1.00/ft
Floor Protection	\$35.00

2.6 MATTRESS BAGS

Mattress bags are mandatory for shipment. Shipper should have mattress bags for mattress and box spring when movers arrive. Carrier does not provide these items unless requested before the move and confirmed by a member of our staff. Price quote for mattress bags during an in-home estimate does not mean the movers will have the mattress bags the day of the move. The pre-move inspection report provided to you is not a contract, only an estimate of services required along with estimated costs and corresponding rates.

Damage to a box spring or mattress moved while not protected by a mattress bag is at full expense and liability to the shipper.

2.7 CARRIER SUPPLIED MATERIALS

Carrier typically provides moving blankets, two-wheelers and four-wheelers on the truck. Anything else must be requested 24 hours before your move.

Estimator may have written notes on a pre-move inspection report. Please note that carrier will not send any of these materials by default as circumstances often change between the pre-move inspection and the actual move. Any materials such as boxes, pack paper, wardrobes, mattress bags, etc. must be requested 24 hours before your move.

SECTION III

Intra-State Moving

3.0 OVERVIEW

All services provided within the state of Massachusetts shall be based upon an hourly rate. Please note that shipper is responsible for all payroll hours that the carrier incurs due to a shipment.

3.1 MOVERS, DRIVERS, CLASS-A DRIVERS, & OTHER EMPLOYEES

Please see pricing sheet at the end of document for a list of all prices.

3.2 POWER UNITS

Power Unit is a term that applies to any straight truck (24ft or 26ft) or Tractor that may be used to pull a trailer. There is a 14% surcharge per power unit applicable to labor charges.

This charge is to cover the cost of fuel, maintenance, upkeep and other costs associated with the power units.

3.3 OFFICE PERSONNEL

The time of office personnel may be billed at \$90/hr/each under rare circumstances. These charges may apply to false claims, forced labor, and/or unreasonable service requests and/or demands.

3.4 MINIMUMS & MAXIMUMS

There is a 4 hour minimum per day for all services. There is a 14 hour maximum per day. If movers anticipate working longer than 14 hours port to port then a hold over may be forced at the shippers full expense and liability.

3.5 DISCOUNTS

Under Massachusetts law, carrier is not allowed to offer discounts.

3.6 OVERTIME & OFF HOURS WORK

Carrier often provides one-hour arrival windows. These windows may be approximate. As drivers are using public roadways that may affect schedule, carrier cannot guarantee arrival window.

Typical starting windows range from 7am to 9am, to 12pm to 1pm. Any shipment load-up or shipment off-load starting at a 1pm to 2pm window or later is considered off-hours. Any holiday may be considered off-hours. Saturdays and Sundays may be considered off-hours.

Off-hours work is performed at 1.5 times the hourly rate for services rendered. Hours worked after 8 hours in any given day may be billed at 1.5 times the hourly rate for services rendered.

3.7 ADDITIONAL LOCAL SERVICES

Customer may request additional services at an increased cost. These services include but are not limited to:

- (a) Wall/Floor Protection
- (b) Furniture Touch-Up
- (c) Over-Flow Services
- (d) Shuttle Service
- (d) Qualified Access Inspection

Please see the pricing list at the end of this document for costs.

3.8 HOLDING COST DISCLOSURE

A shipment split over two days versus a single day, may require approximately 50% more labor in addition to the hold fee for the truck or trailer. This difference is due to additional travel time, as well as an efficiency factor that a same day move offers.

SECTION IV **Inter-State Moving**

4.0 OVERVIEW

The carrier will service all states within the continental United States. Applicable hourly intra-state rates apply for load-up and offload of moving trucks/trailers.

Inter-state travel will be billed at a rate of \$5.00/mile.

4.1 FLAT RATES

Carrier may offer a binding flat-rate quote for inter-state moves. This will generally include load up labor, transportation cost between Massachusetts and the destination address outside of Massachusetts, within the Continental United States, and the offload labor. Flat-rate quotes for services generally cover cost for a full 48/53 foot tractor trailer or part of that trailer (either weight or cubic footage).

4.2 **PACKING SERVICES**

Flat-rate quote does not include packing services which are by-the-hour in association with local rates found in Section 3 plus associated material costs found in Section 2.

4.3 **SHUTTLE SERVICES**

All shipments leaving the state of Massachusetts should be on a 48/53 foot tractor-trailer. It is important to disclose any access issues at your destination point to the carrier. Some rural areas, heavy urban areas, gated communities, etc. require the movers to bring a small truck to shuttle goods back and forth from the tractor-trailer to the destination address.

This service is extra and not a part of any standard flat rate quote. Flat-rate quote does not include shuttle truck should it become necessary unless it is specifically stated in writing.

Shuttle services are to be calculated by employee or agent of the carrier and is non-negotiable. Shuttle services increase the labor and equipment costs of a move considerably and average approximately \$1,250.

4.4 **OVERFLOW**

As stated above, most out of state moves go on a 48/53 foot tractor-trailer. In very rare instances, upon loading the trailer, it may be found by the carrier and the shipper that not all goods from the origin address fit in the trailer and some goods may have to be left behind to be picked up at a later time.

If this is the case, the carrier is not liable for any extra expenses incurred to get the overflow to its destination point. Flat rate quotes are often bound to a certain amount of space. Carrier may offer a flat-rate for the entire trailer. But, if it does not fit, another trailer will have to be dispatched and employee or agent of carrier will have to calculate cost of that additional trailer. This calculated cost is nonnegotiable.

4.5 **SUB-CONTRACTING & AGENT POLICY**

Carrier maintains the full right to contract agents for any portion of any operation deemed impractical to be performed by the staff or equipment of the carrier. The contracting of agents to fulfill certain portions of an operation is not to be construed as

"sub-contracting the operation" as entire shipment will fall under Davidson Moving's bill of lading for transport and carrier is solely responsible for any charges associated with use of these agents.

Agents may be required for long-hauls (inter-state freight drivers) or offload labor in a state outside of Massachusetts. No verbal communication or exchange between a shipper and employee/agent of carrier can diminish this right.

4.6 **SCHEDULING**

Carrier can often guarantee a pick-up date. Carrier can only offer a targeted delivery date. Due to the nature of inter-state transportation, carrier cannot guarantee delivery dates. Many factors can affect delivery dates; weather, DOT checkpoints, break-downs, traffic, scheduling conflicts, etc. Carrier cannot be liable for any expenses associated with missed delivery dates including but not limited to food, hotels, etc.

Please note that deliveries may only be scheduled Monday through Friday.

SECTION V **Storage & Warehouse**

5.0 **OVERVIEW**

Carrier currently has no leased warehouse space for storage but may enter sub-lease agreements with a 3rd party to provide storage capabilities. Carrier always maintains the right to utilize available storage spaces and makes no guarantees to availability.

The carrier maintains exclusive rights to load goods into storage and carrier maintains exclusive rights to load goods out of storage at rates approved and on file with the Massachusetts Department of Public Utilities.

Shipper fully responsible for moving labor required to put goods into and out of warehouse or storage trailers in association with rates found in this document.

To maintain the safety and security of all of our client's belongings, shippers are forbidden from entering our warehouse spaces. In rare instances (and only with ample notice), a shipper may be approved to enter the warehouse only with an escort and oversight by an employee or agent of carrier in accordance with rates found in this document. Shipper may be liable for \$75/hr for the approved escorts time.

Carrier is under no obligation to allow any shipper into warehouse at any time or for any reason except for inspection prior to a shipment. This is to maintain safety and security of the belongings of all current occupants. Carrier cannot release goods to

shipper until all current account charges are paid in full in accordance with rates found in this document.

Items are packed "high and tight" in our warehouse and shipment is often inaccessible. Do not place any goods into our warehouse in which you may need during the storage term (example: important documents, seasonal clothing cable boxes, etc.) as you will not be able to access these items until delivery.

5.1 **HOLD OVER CHARGES**

Cost of holding a straight truck (24ft or 26ft) or trailer (28ft to 53ft) is \$300 per night. Carrier may be unable to hold straight trucks for an extended period of time and may have to offload straight trucks into warehouse or a storage trailer after one night at full expense of the shipper.

5.2 **RENTAL TRUCKS**

3rd party rental trucks will be billed to shipper at hourly rates in addition to typical holding fees.

5.3 **LONG-TERM STORAGE SPACES**

Long-term storage spaces may include warehouse space or storage trailer space. Carrier retains full right to decide on suitable space for shipments subject to availability. Spaces available for shipper inspection prior to move date. One-week advance notice must be given.

Rate is \$250 per "10 foot by 10 foot storage space with an 8 foot ceiling" or equivalent.

5.4 **ACCOUNT MANAGEMENT**

Storage bills are due monthly. Please note that storage bills should be issued to you by email or in the mail. Please note that carrier may enforce a three month minimum for storage. Please note that carrier is not obligated to pro-rate storage by the week. Davidson Moving aims to safely store and encrypt all credit card information to maximize automatic payments and provide a better customer experience.

5.5 **LATE PAYMENTS**

A fee of \$25 per week will be applicable to late payments.

5.6 **NON-PAYMENT**

Any storage unit account with this carrier that remains unpaid for 30 days will be considered a default on said storage space.

The carrier retains the right to seize, dispose or auction any goods contained within a defaulted storage space.

Seizure, disposal or auction of goods contained within a storage space does not release the shipper from their financial obligations for services rendered through a storage space.

Shipper shall be responsible for any legal costs associated with collection of unpaid balances on a defaulted storage space.

SECTION VI

Insurance & Liability

6.0 OVERVIEW

Davidson Moving LLC is a licensed and insured mover. Davidson Moving does not provide insurance to the shipper. In the event of an accident, carrier liability is limited to the shipper declaration of value of shipment on the bill of lading. Shipper must secure their own insurance.

6.1 REPLACEMENT VALUE PROTECTION

Shippers are required to state specifically in writing, the agreed on, or declared, value of property moved.

Option 1 -- \$250 Deductible

Shipment Value	\$ Covered	Deductible	Rate/Transit
\$10,000	Full Repl. Value	\$250	\$150
\$25,000	Full Repl. Value	\$250	\$225
\$50,000	Full Repl. Value	\$250	\$325
\$75,000	Full Repl. Value	\$250	\$425
\$100,000	Full Repl. Value	\$250	\$525
\$150,000	Full Repl. Value	\$250	\$825
\$200,000	Full Repl. Value	\$250	\$1,000
\$250,000	Full Repl. Value	\$250	\$1,500
+\$250K add	Full Repl. Value	\$250	\$0.67/\$100

Rates will be multiplied by two for goods moving into storage to represent two ways of transit.

Option 2 -- No Deductible -- \$0.60lb/item

Default shipper declaration of value is \$0.60/lb/item. This valuation is provided free of charge in any rate or estimate of services provided to shipper by carrier. By choosing

option A the liability to the carrier is limited to \$0.60/lb/item. Example: 50lb table x \$0.60/lb = \$30 carrier liability.

Storage valuations rates are represented in the table below.

Shipment Value	\$ Covered	Deductible	Rate/Mo
\$10,000	Full Repl. Value	\$250	\$22.00
\$25,000	Full Repl. Value	\$250	\$32.50
\$50,000	Full Repl. Value	\$250	\$45.00
\$75,000	Full Repl. Value	\$250	\$62.50
\$100,000	Full Repl. Value	\$250	\$80.00
\$150,000	Full Repl. Value	\$250	\$125.00
\$200,000	Full Repl. Value	\$250	\$172.50
\$250,000	Full Repl. Value	\$250	\$200.00
+\$250K add	Full Repl. Value	\$250	\$.067/ \$100

6.2 PROPERTY DAMAGE

When moving furniture, property may become damaged. Floors may be scratched, rugs may be dirtied, hinges on doors may be damaged, and there may be weather related damages.

Moving trucks are heavy equipment. Operation of this equipment on residential property poses a natural risk to the property. Driveways may be damaged under the immense weight of a moving truck. Lawns, lamp fixtures, etc. may be damaged when trying to maneuver truck into a proper loading or offloading position.

Carrier does not assume liability for property damage as it is considered high risk due to the nature of moving. Repair of any damage incurred due to a moving operation becomes a cost of moving at sole liability to the shipper.

Tree branches, live wires, etc on the public roadways leading to the shippers origin or destination and/or over any drive way on the shippers origin or destination property should be no less than 15 feet off the ground so that they do not block the driving path of our legal height vehicles which may be as high as 13'6". Please note that wires or tree branches hanging lower than 15 feet may pose a dangerous hazard to our vehicle, property or individuals. Please note that it is the responsibility of the shipper to ensure that tree branches and wires maintain proper height requirements and carrier is not liable in any way for damage to equipment, property or individuals as a result of the shipper not maintaining proper height of wires, trees, and/or other overhangs.

Carrier recommends padding doorways/frames and walls in common moving areas prior to the movers arriving to prevent scratches, gauges or holes.

6.3 LIABILITY EXCEPTIONS

- (a) Carrier is not liable for lost or damaged goods packed by owner.
- (b) Carrier is not liable for pre-wrapped furniture.
- (c) Carrier is not liable for damage incurred due to requested disassembly or reassembly.
- (d) Carrier is not liable for goods made of particle board.
- (e) Carrier is not liable for loss, theft, or damage of prohibited items.
- (f) Carrier is not liable for costs of procurement specialists.
- (g) Carrier is not liable for goods shipped loose.
- (h) Carrier is not liable for transport of any particular item whether included on the inventory sheet or not.
- (i) Carrier is not liable for weather-related damage.
- (j) Carrier is not liable for moving scratches, dust, dirt, rubs or chips. These types of damages are common and expected to some degree in moving.
- (k) Carrier is not liable for malfunction of electric equipment.
- (l) Carrier is not liable for malfunction of appliances such as refrigerators, dishwashers, washing machines, and dryers.
- (m) Carrier is not liable for any disconnection/reconnection of appliances.
- (n) Carrier is not liable for goods that may become damaged in third-party storage.
- (o) Carrier is not liable for high value items such as jewelry, artwork, etc. worth \$100/lb or more.
- (p) Carrier is not liable for any part of shipment in storage that shipper has had access to during storage term.
- (q) Carrier is not liable for inspection of any property.
- (r) Carrier is not liable for verbal communication between estimator and shipper.

6.4 **PROHIBITED ITEMS**

Firearms, medications, hazardous materials, flammables, cash, jewelry, gas, fuel, liquids of any kind, live plants, alcohol, explosives, items of personal or sentimental value, perishable items, or any other items deemed illegal in nature.

Carrier not liable for important documents or any other items accidentally placed into storage. Shipper is solely liable for labor required to find or obtain items out of storage.

6.5 **CLAIMS PROCEDURE**

Shipper should do a walk-through prior to the movers leaving. Any accidents or significant damages should be written on the bill of lading in the designated area prior to the movers leaving.

Claims for shipments within the state of Massachusetts must be postmarked or communicated via email to jimmy@davidsonmoving.com within 15 days. Outside of this limited timeframe for a claim submission, employees or agents are unable to obtain a copy of your contract and will be unable to assist the shipper. A verbal report to the

carrier or any agent or employee of the carrier does not constitute a submission of claim. Employee or agent of the carrier cannot submit a claim on your behalf.

Claims for shipments with destinations outside of the state of Massachusetts, but within the continental United States should be submitted in writing or email to jimmy@davidsonmoving.com within 9 months from the date of delivery. Claims submitted outside of this timeframe will be considered invalid and employees or agents of the carrier will be unable to obtain a copy of your contract and will be unable to assist the shipper.

All claims should be submitted via the instructions on the carrier website at <http://www.davidsonmoving.com/claim>. If shipper is unable to access or complete the form located on this webpage, a written statement including your name, applicable shipment dates, list and description of damages with supporting photos along with estimated weight of damaged items, should be sent and post-marked within allotted time-frame to:

Davidson Moving
ATTN: Claims Department
210 Park Ave NUM 278
Worcester, MA 01609

Once a claim is submitted by the shipper, the carrier has 30 days to acknowledge claim submission. If you do not receive acknowledgment of your claim, please contact the carrier, and/or resubmit the claim.

Once claim is acknowledged, the carrier has 60 days to offer a resolution to your claim. Please note that a resolution is not always possible and will not always be financial in nature. Carrier is not obligated to refund shipment charges. Carrier liability limits apply. Carrier liability exceptions apply.

Threats of claims, lawsuits, bad reviews, or using your position of power in association with an attempt at financial gain at the expense of the carrier is extortion and all employees and agents of this carrier are required to report such threats to management and/or governing agencies.

SECTION VII

Customer Accounts

7.0 OVERVIEW

Carrier is on a digital filing system. Any phone calls you make to employees of carrier should include your full name and address, along with a brief update on where you are

in your shipment. You should indicate whether you are a prospective client or if you are a shipper with a reserved move date.

7.1 **BINDING ESTIMATES**

Please note that any in-home estimate is considered binding and is generally used only in conjunction with an inter-state move regulated by the Federal Motor Carrier Safety Administration. The primary elements of the binding estimate include:

- (a) Move Date(s)
- (b) Origin Address
- (c) Destination Address
- (d) Pre-Move Inventory

Based upon the essential elements above, the carrier will set forth applicable rates and estimated completion charges. Please note that the carrier shall be bound by the hourly rates and terms found on this binding estimate form and cannot change the hourly rates in association with the above elements. Carrier relies on its revenue generated by binding estimates to plan its operations budget. By moving forward with a binding estimate, the shipper becomes liable in full for total estimated charges even if actual hours worked by movers or services rendered come in less than anticipated.

If any essential element detailed above changes, the binding estimate is null and void. The shipper may be liable to the carrier for the total estimated amount of the binding estimate. Guaranteed rates and service fees may change for the shipper as well.

Regardless of any written estimate, shippers are liable in full for actual services rendered at guaranteed rates detailed in this tariff, the pre-move inspection form, and the bill of lading.

As carrier depends on the income from its scheduled operations and this income factors into operations budgets, shipper may be held liable for the full estimated cost of a scheduled operation in the event of cancellation if the shipper does not give the carrier greater than one weeks' notice.

7.2 **COLLECTION OF ACCOUNT CHARGES**

Please note that within the state of Massachusetts, the shipper is liable for paying any service (hourly, truck, etc.), storage, material charges or any other associated fees in full prior to final release of goods regardless of any previous estimate. This means account balance is due in full before the truck arrives and/or is opened.

If delivery address is outside of the state of Massachusetts, carrier may require the shipper to pay account balance in full prior to the shipment leaving Massachusetts as a certified bank check or money order and carrier may only collect 100% of the binding estimated charges.

Please note that collection of charges may be estimated by the movers. Since service is hourly and movers are collecting before offload, carrier reserves right to compile a final invoice of charges to be delivered or post-marked to the shipper within 30 days.

Failure to pay account charges as outlined above will result in the carrier being forced to suspend shipment and to divert shipment to storage (either storage owned by the carrier or a third party storage unit under the name and authority of the carrier) until account balance is paid in full. Any labor costs that the carrier incurs due to failure of the shipper to pay account balance must be billed to the shipper and any storage costs must be billed to the shipper.

The carrier accepts credit card, cash, certified bank check or money order and the shipper is expected to have said payment form ready for the movers on the day of their move in the total estimated amount of the move minus the initial deposit.

Shippers may pay account balance in full ahead of the move date. Final charges for services rendered will be in accordance with this tariff or as otherwise specified on the "bill of lading" and is non-negotiable.

7.3 ACCOUNT BALANCES

Carrier does not extend credit to the shipper except where required by state or federal law. In instances where carrier is required to extend credit, carrier will allow a 30 day free credit period for uncollected balances for services rendered that remain on account after final release of goods.

There will be a service charge of 2% added to account for each 30 day period that account remains unpaid by shipper. Carrier reserves any and all rights to collect unpaid balances and/or forward uncollected balances to a collections agency.

7.4 ACCOUNT FRAUD & PREVENTION

All calls you make to the carrier may be monitored and/or recorded. Carrier may keep detailed call records.

Please do not lie or make false statements to agents or employees of the carrier. Do not intentionally omit vital account details when communicating with agents or employees of the carrier to defraud the carrier for financial gain.

Please note that employees and agents of carrier may be required to report suspected account fraud to management and/or governing agencies.

7.5 CLOSED ACCOUNTS

Closed accounts may be filed away into our shipment records or disposed of. There should be no reason to pull the documents in a closed account later than thirty days

after the completion of a shipment as carrier requires any claims for loss or damage to be filed in writing within fifteen days of completion of shipment (or 9 months to applicable inter-state shipments). Carrier is not liable for any reason if report is not filed within that period. Please note that there is a \$90 fee billable to the shipper contained on the bill of lading should the documents be pulled from carrier records for any reason by any party and a \$90/hr service charge may be applied to certain requests.

7.6 ABUSE HOSTILITY & HARASSMENT

The carrier does not tolerate abuse, hostility or harassment from the shipper or shippers associates (friends/families/lawyers/etc) to its employees or agents. The carrier may refuse service at any time for any reason, even if a shipment has already commenced. If carrier finds itself in possession of the goods of a hostile shipper, these goods may be diverted to its private warehouse or a public warehouse and a lien shall be placed on that shipment until account balance has been paid in full. Shipper responsible for any warehousing costs incurred as well as any costs incurred in association with this tariff. Upon payment of all charges in accordance with the applicable rates found in this tariff document, goods will be released to shipper. Please note that carrier retains right to record telephone lines.

7.7 RELATIVES & FRIENDS

Employees or agents of the carrier may be unable to communicate with friends or family of the shipper in regard to private contract information. Friends or family may not understand contract terms and conditions. Thus, carrier may refuse to speak with anyone who is not specifically on the bill of lading for a shipment.

7.8 CLAIMS DEPARTMENT

The claims department does not maintain telephone lines as all complaints and claims for loss or damage must be communicated in writing no later than fifteen days (or 9 months if inter-state) after release of shipment. Suits or claims shall not be brought upon the carrier if a claim is not submitted by the shipper within 15 days of the move and confirmed by the carrier within 30 days of receipt. Failure to deliver claim in writing no later than fifteen days (or 9 months if inter-state) after release of shipment is at shippers' own risk. Please note that employees or agents of the carrier are not able to assist shippers in lowering or waiving approved tariff charges. Carrier asks shipper not to call our employees on telephone lines as they will not be able to assist in damage or loss claims. Carrier asks that shippers do not harass employees or agents of the carrier.

SECTION VIII

Pricing Rates

8.0 OVERVIEW

Billing charges for personnel and vehicles will start when the truck leaves its origin to perform a job. In instances where personnel can “clock in” on site, their time will not be billed. Any packing, loading, and unloading at the beginning or completion of a job will be billed at the regular rates.

8.1 BILLING RATES

Labor Rates

Description	Rate/Hr
Foreman	\$60.00
Technician	\$50.00
Truck	\$40.00
WHS Access	\$50.00

Warehouse Rates

Description	Rate/Mo
Vault	\$70.00
Oversize	\$50.00
Piano	\$50.00