

**INTELLIGENT LABOR, INC. dba  
INTELLIGENT LABOR AND MOVING**

**M.D.P.U. NO. 31373  
M.D.P.U. NO. 10  
CANCELS  
M.D.P.U. NO. 9**

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**INTELLIGENT LABOR, INC.**  
**MDPU NO. 31373**

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**COMMODITY RATE TARIFF**

**APPLYING ON  
TRANSPORTATION OF PROPERTY  
(AS DESCRIBED IN RULE 1(A))**

**BETWEEN ALL POINTS IN MASSACHUSETTS**

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

**Intelligent Labor, Inc.,  
dba Intelligent Labor And Moving**

  
**By: Ezekiel Wheeler, its President**

**PUBLISHED AT:**

**18 Beck Road  
Arlington, MA 02476**

**INTELLIGENT LABOR, INC. dba  
INTELLIGENT LABOR AND MOVING**

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**SECTION I**

**IMPORTANT STATEMENT OF GENERAL APPLICATION**

This tariff explains rules and conditions of service that apply on shipments that reference it as Carrier's tariff on file with the Massachusetts Department of Public Utilities, Transportation Oversight Division, or successor agency.

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

Carrier's bills of lading include provisions permitting it to limit its liability for any loss, damage, or injury to the property transported, which limitations are authorized by applicable law because Carrier establishes and maintains lawfully published rates and charges in this publication which are dependent upon the value declared or agreed upon in writing as the released values of the property.

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

**EXPLANATION OF TERMS**

1. Transportation rates as used in this publication include hourly rates or charges incurred for packing, unpacking, crating, loading, unloading and actual transportation or service concerning personal property and all time consumed in preparation of such transportation or service; such rates or charges are computed based on when the vehicle, helpers or supervisors leave Carrier's terminal until the arrival back at the terminal and unloading, if any, less time spent for meals, vehicle breakdown or repair. Such rates and charges are listed in schedules, as they may be amended, in Section III of this tariff.
2. Additional charges as used in this publication represent services that are in addition to transportation rates or charges as set forth in Paragraph 1 above, which services are requested by Shipper or, in Carrier's discretion are needed for safe transport such as hoisting, piano carries, valuation charge, materials and debris removal, all as specifically set forth herein.

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**EXPLANATION OF ABBREVIATIONS AND SYMBOLS**

Carrier	.....	INTELLIGENT LABOR, INC., dba INTELLIGENT LABOR AND MOVING
Accessorial charge	.....	As in “accessorials” or “accessorial charge” are those additional charges for goods and services referenced in Explanation of Terms, ¶ 2, appearing in Schedule(s) herein.
Cu. Ft.	.....	cubic feet
C.O.D.	.....	collect on delivery
Cwt	.....	one hundred pounds
Add.	.....	additional day, floor or unit, as case may be
1 <sup>st</sup>	.....	First floor
K	.....	thousand, such as 1K equals 1,000
Ded.	.....	deductible
Db	.....	doing business as
MDPU	.....	Mass. Dept. of Public Utilities
DOT	.....	US Department of Transportation
Hold	.....	Overnight loaded vehicle charge
Line-haul	.....	weight basis transportation rate exclusive of additional service charges
Shipper	.....	Carrier’s customer. Shipper may also be consignor and/or consignee, as the case may be.

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**SECTION II**

**RULE 1**

**APPLICATION OF TARIFF**

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

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**RULE 2**

**PROPERTY SUBJECT TO BILL OF LADING**

- (A) Unless otherwise provided, for property classified under Rule 1(A)(i) (household goods) transported subject to the provisions of this tariff, or as amended, the acceptance and the use of the Combined Uniform Household Goods Bill of Lading And Freight Bill (hereinafter "Bill of Lading") is required.
- (B) The rates shown herein are reduced rates conditioned upon the use of Carrier's Bill of Lading. Shipper, at his or her option, may elect not to accept the terms of the Bill of Lading, and in lieu thereof, to have Carrier transport the property with Carrier's liability limited only as provided by common law, and by the laws of the United States and Massachusetts, insofar as they apply, but subject to the terms and the conditions of the Bill of Lading insofar as such terms and conditions are not inconsistent with such Carrier's liability at common law; the rate charged therefor will be 100 percent higher than the applicable hourly or weight basis rate contained in this tariff as would apply for such shipment if offered for transportation at a released value not exceeding \$0.60 per pound per article.
- (C) When Shipper elects not to accept any of the terms of the Bill of Lading, he or she must give notice in writing to Carrier of such an election prior to tender of the property to Carrier for transport. For such election to be valid, Carrier must indicate the receipt of such notice by writing or stamping thereon a clause signed by the Carrier stating:
- "In consideration of the higher rate charged, the property herein described will be carried, and the services to be rendered hereunder will be performed, with the carrier's liability limited only as provided by law; but subject to the terms and conditions of bill of lading insofar as they are not inconsistent with such common carrier's liability."
- (E) If the Bill of Lading is issued on the order of Shipper, or his/her agent, in exchange or in substitution for another bill of lading (for example, where Carrier issues a bill of lading covering shipment delivered out from storage following delivery to storage covered by a prior bill of lading covering same property), Shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election of common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of the exchanged or substituted bill of lading as fully as if the same were written or made in or in connection with the exchanged or substituted Bill of Lading. Any alteration, addition, or erasure made in the Bill of Lading which shall be made without the special notation thereon by Carrier issuing the Bill of Lading, shall be without effect, and the Bill of Lading shall be enforceable according to its original tenor.

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**RULE 3**

**DECLARATION OF VALUE  
LIABILITY LIMITATION**

- (A) Carrier's rates and charges are dependent upon value of the property as declared or released by the Shipper.
- (B) Shipper is required to state specifically, in writing, the agreed or declared value of the property on the Bill of Lading prior to the start of any packing, transportation or service.
- (C) When a shipment moves under hourly transportation rates and is released to Carrier at a value declared or released by Shipper to \$0.60 per pound per article, the base transportation rate will apply with no additional valuation charge. Liability will be calculated per the weight of the item lost or damaged and will not exceed \$0.60 per pound per article as stipulated in the Bill of Lading. There is no additional cost to Shipper for this limited liability option.
- (D) As provided in this tariff, or as amended, Shipper may declare a value in excess of \$0.60 per pound per article, by entering the value on the Bill of Lading and paying an additional valuation charge as provided herein.
- (E) Valuations shall be declared in dollars and cents per pound or a lump sum value and stated in writing on the Bill of Lading. Carrier will apply depreciation in settlement of any loss or damage claim where the declared value exceeds \$0.60 per pound per article.
- (F) Carrier must offer a minimum of 2 valuation options as found on the Bill of Lading. Shipper is hereby advised of the opportunity to declare a higher value of protection of the property and to do so, must enter that value on the Bill of Lading. An additional valuation charge applies to declared value options with valuation charges listed on Schedule D, as amended. These levels of liability, expressed as valuation options on the Bill of Lading, are not insurance agreements that are governed by state laws, but are contractual tariff levels of liability authorized under applicable law.
- (G) For property classified under Rule 1(A)(i), if Shipper declines or otherwise fails to declare the value in writing on the Bill of Lading, the shipment will be deemed released at \$0.60 per pound per article as found on Option 2 of the Bill of Lading prescribed in this tariff. For property classified under Rule 1(A)(ii), if Shipper declines or otherwise fails to declare the value in writing on Carrier's commercial bill of lading, the shipment will be deemed released to \$0.60 per pound per article for used goods or \$5.00 per pound per article for electronics/computer or medical equipment, as the case may be. A constructive weight, based on seven (7) pounds per cubic foot of loaded van space will apply if the weight of the shipment is undetermined.
- (H) The declared or agreed value shall be deemed to relate to all transportation or services undertaken by Carrier or its agents and such agreed or declared value must be entered on the Bill of Lading and signed by Shipper in his or her own hand.
- (I) The person and/or entity who tenders the shipment to Carrier represents and warrants it has the authority to bind itself, and any other person and/or entity with an interest in the property transported, to the limitation of liability and other terms set forth in this tariff.
- (J) In no event shall Carrier be liable to any party to the extent damages represent loss of profit, income, interest, attorneys fees or are incidental, consequential, special, punitive or exemplary, whether or not Carrier knew or should have known that such damages might be incurred by the customer, shipper, consignee or a third party. This liability limitation extends to the delay, misdelivery or nondelivery.

**RULE 4**

**ARTICLES OF EXTRAORDINARY VALUE**

- (A) Articles of peculiarly inherent or extraordinary value will not be accepted for shipment, except as provided by this Rule. Should such articles come into the possession of the Carrier without its knowledge, responsibility for safe delivery will not be assumed.
- (B) Carrier will not assume any liability whatsoever for: musical instruments of rare quality or historical significance, original manuscripts, first editions or autographed copies of books, electronic data, jewelry, watches, precious metals, precious or semiprecious stones or gems, gold, silver or platinum, silverware and service sets, china sets, crystal or figurines, fur or garments, antiques, heirlooms, oriental rugs, tapestries, rare collectable items or objects of art, paintings, sculptures, or articles of intrinsic value including deeds, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, travel documents, or personal forms of identification, hobby collections and exhibits if not specifically endorsed on the Bill of Lading or, if not on the Bill of Lading, on Carrier's high or extraordinary value inventory form pursuant to the requirements of this Rule. Other items may also fall into this category and must be identified as well.
- (C) All items included in the shipment that are considered to be of inherent or extraordinary (unusual) value as defined in this Rule, must be specifically identified and Carrier must be advised that they are included in the shipment. Items of inherent or extraordinary value, as used in this Rule, include those articles tendered to Carrier for transportation which because of uniqueness or rarity have a value substantially in excess of the cost of newly manufactured items of substantially the same type and quality apart from such uniqueness or rarity and are defined as those having a value of greater than \$100 per pound. Any item exceeding \$100 per pound per article will be considered an item of extraordinary value and must be specifically declared by Shipper.
- (D) The purpose of identifying articles of inherent or extraordinary value as provided in this Rule is so that Carrier will be aware of those items that require special handling and protection. The notification by endorsing the items on the Bill of Lading or, if not on the Bill of Lading, on Carrier's high or extraordinary value inventory form must be presented to the lead packer before packing begins for Carrier packed high value items and to the van operator before loading begins for non-packed or owner packed items. Owner packed cartons containing high value items must be left open for the van operator to view and seal.
- (E) Owner (shipper) agrees that any claim for loss or damage must be supported by proof of value and understands settlement will be based upon the information furnished in writing and signed by Shipper, and the declaration of value contained on the accompanying Bill of Lading, the Bill of Lading terms and conditions, the tariff in effect at the time of the shipment, Carrier's high or extraordinary value inventory (if used) and all pertinent information available to Carrier. If articles having a value in excess of \$100 per pound per article are not endorsed on the Bill of Lading or, if not on the Bill of Lading, on Carrier's high or extraordinary value inventory form, Shipper's signature on the Bill of Lading attests to the fact that such articles are not included in the shipment.
- (F) If, through inadvertence or otherwise, item(s) having a value which would, under the circumstances constitute a/an item(s) of extraordinary (unusual) value, be included in the shipment but not be identified as provided in this Rule, Carrier's maximum liability will be limited as to such item or items for loss or damage to a value of \$1.25 per pound per article.



**RULE 5**

**CLAIMS**

**(A) Claims Filing Required:**

As a condition precedent to recovery, a claim for loss, damage, injury, contamination or delay of property or overcharge shall not be voluntarily paid by Carrier unless filed in writing as provided in subparagraph (b) below, within 60 days of the time of delivery of the property or, in case of failure to make delivery, then within 60 days of the date of the Bill of Lading; and shall be accompanied by original paid freight bill for tariff charges, if not previously submitted to Carrier. Carrier may require certified or sworn statement of claim. Suits shall be instituted against Carrier only within 2 years from the day when notice in writing is given by Carrier to the claimant that Carrier has disallowed the claim or any part or parts thereof specified in the notice. Delivery for all purposes shall be deemed to include, but not be limited to: delivery to the consignee or the consignee's actual or apparent agent or representative, delivery to the address or location specified in the Carrier's shipping system, delivery to any person present at the address specified in the Carrier shipping system or delivery to a reasonable alternate address or location. Where claims are not filed or suits are not instituted in accordance with the foregoing provisions, Carrier shall have NO liability and such claims will not be paid.

**(B) Minimum Filing Requirements:**

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

**(C) Documents or reporting methods not constituting proper claims under this Rule:**

Email, text, SMS, social media postings or similar messages from or posted by customer to Carrier, bad order reports, appraisal reports of damage, notations of shortage or damage, or both, on freight bills, the Bill of Lading, delivery receipts, or other documents, or inspection reports issued by Carrier or their inspection agencies, whether the extent of loss or damage is indicated in dollars and cents or otherwise will, standing alone, not be considered by Carrier as sufficient to comply with the minimum claim filing requirements specified in this Rule.

**(D) Claims filed for uncertain amounts:**

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

**(E) Concealed items:**

Carrier shall be immediately notified of all claims for concealed damage and shall be given reasonable opportunity to inspect alleged concealed damage in original shipping cartons, packing materials and contents. Upon discovery of concealed damage or shortage, the shipper must refrain from moving and attempting to repair, or disposing of an allegedly damaged item, or its packing, if any. Moving or disposal of an allegedly damaged item by shipper prior to Carrier's inspection will be construed as a denial of Carrier's reasonable opportunity to inspect the

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allegedly damaged item and its packing. Carrier will promptly and thoroughly investigate the claim after receipt of claim meeting the requirements described in subsection (B), above

**(F) Satisfaction of Claims/Limitation of Liability:**

- 1) Shipper's obligation to pay the established tariff rates and charges for the services rendered by Carrier shall be a condition precedent to Carrier's obligation to satisfy a claim for loss or damage.**
- 2) At Carrier's option, Carrier's liability shall not exceed the cost of repairing or replacing the property lost or damaged with materials of like kind or making a cash settlement not exceeding the actual cash value of the property at time and place of loss, with due allowance for depreciation or deterioration howsoever caused, but in no event to exceed the value declared by shipper on the entire shipment. Where no value is declared, the deemed released value of \$0.60 per pound times the actual or constructive weight of the article(s) shall be Carrier's maximum liability. Where basic value protection of \$0.60 per pound option is selected, or, where no valuation is selected and the deemed released value is \$0.60 per pound in accordance with the Bill of Lading, a claim for any article that may be lost, destroyed or damaged while in Carrier's custody will be settled on the weight of the individual article multiplied by 60 cents. All damaged article(s) that is/are replaced become the property of Carrier.

**(G) No Liability for Damage Arising After Delivery; Owner's Risk:**

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

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

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

**(I) Sets:**

Carrier's liability with regard to sets or matched pieces shall be limited to repair or replacement of the lost or damaged piece or pieces only and shall not extend to repair, replacement or recovering of the entire set, but in no event to exceed the value declared by Shipper, or where no value is declared, the deemed released value at \$0.60 per pound per article.

**(J) Set-Offs Prohibited**

At no time shall Shipper deduct or offset any cargo claim or other alleged claim against charges owed to Carrier. Shipper is responsible for paying the published tariff rates and charges and may not offset any part of such freight charges on any outstanding loss and/or damage, overcharge or over-collected claim.

**(K) Constructive weight of packed interior shipping containers:**

When the liability of the Carrier is to be measured by the weight of the article lost or damaged and such article is packed in an interior-shipping container, in the absence of specific evidence to the contrary, such interior-shipping container will be deemed to have the following weight:

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<b>CONTAINER</b>	<b>WEIGHT PER CONTAINER (In pounds)</b>
DRUM, DISH-PACK	60
CARTONS: Less than 3 CFT	25
3 Less than 4-1/2 CFT	30
4-1/2 Less than 6 CFT	35
6 Less than 6-1/2 CFT	45
6-1/2 CFT and over	50
Wardrobe Carton	50
Mattress or Box Spring Carton (Not exceeding 39" X 80")	55
Mattress or Box Spring Carton (Not exceeding 54" X 75")	60
Mattress or Box Spring Carton (Exceeding 54" X 75")	80
Crib Mattress Carton	22

Note 1: Cartons containing books or phonograph records will be deemed to weigh 50 pounds.

Note 2: Cartons containing lampshades will be deemed to weigh 10 pounds.

Note 3: Items not identified on the inventory as to contents will be settled for the heaviest weight on the schedule for the container.

**(L) Ready-to-Assemble Furniture of Particleboard Construction:**

Ready-to-assemble furniture of particleboard construction is generally not made to withstand the rigors of normal transportation. Carrier will not be responsible for any damage resulting from the inherent weakness of the construction of this type of furniture. It is solely the responsibility of the shipper, either personally or through the employment of third party services, to ensure disassembly of this type of furniture prior to loading and assembly after shipment. Carrier will not prepare for shipment, nor ship, assembled ready-to-assemble particleboard furniture without signature of waiver of liability on Carrier's particleboard furniture form.

**(M) Salvage:**

Whenever property transported by a Carrier is damaged or alleged to be damaged and is, as a consequence thereof, not delivered or is rejected or refused upon tender thereof to the owner, consignee, or person entitled to receive such property, Carrier, after giving due notice, whenever practicable to do so, to the owner and other parties that may have an interest therein, and unless advised to the contrary after giving such notice, will undertake to sell or dispose of such property directly or by the employment of a competent salvage agent. Carrier will only dispose of the property in a manner that will fairly and equally protect the best interests of all persons having an interest therein. Carrier will make an itemized record sufficient to identify the property involved so as to be able to correlate it to the shipment or transportation involved, and claim, if any filed thereon. Carrier also will assign to each lot of such property a successive lot number and note that lot number on its record of shipment and claim, if any claim is filed thereon.

Upon receipt of a claim on a shipment on which salvage has been processed in the manner herein before described, Carrier will record in its claim file thereon the lot number assigned, the amount of money recovered, if any, from the disposition of such property, and the date of transmittal of such money to the person or persons lawfully entitled to receive the same.

Whenever disposition of salvage material or goods shall be made directly to an agent or employee of a Carrier or through a salvage agent or company in which the Carrier or one or more of its directors, officers, or managers has any interest, financial or otherwise, that Carrier's

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salvage records shall fully reflect the particulars of each such transaction or relationship, or both as the case may be.

**(N) Governing Document(s) for Settling Claims**

*AMSA Joint Military/Industry Table of Weights and Depreciation Guide*

used by Carrier to ascertain weights and measurements for purposes of calculating Shipper loss/damage claim(s) when appropriate to establish Carrier's legal liability when Shipper releases goods by selecting Option A on Carrier's Bill of Lading and/or for storage where the goods are released to \$.60/lb. per article.

**RULE 6**

**INSURANCE**

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

**RULE 7**

**IMPRACTICABLE OPERATION**

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

- (A) The condition of roads, streets, driveways, alleys or approaches thereto;
- (B) Inadequate loading or unloading facilities;
- (C) Force majeure events: (a) acts of God; (b) hostile or warlike action, rebellion, civil commotion, riot, the public enemy or terrorism, including action in hindering combating or defending against any such actual, impending or expected occurrence; (c) action by government or public authority; (d) anything required to be done by quarantine regulation, disease or epidemic; or (f) insurrection, strikes, labor disputes, riots, acts of nature, the public enemy, the authority of law, the existence of violence, or threat thereof – including gang violence, disturbances tending to create reasonable apprehension of danger to persons or property, or any act beyond the control of Carrier from entering premises where pickup or delivery is to be made.

**RULE 8**

**INSPECTION OF ARTICLES**

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

[Remainder of page blank.]

**RULE 9**

**EXCEPTION ARTICLES**

Carrier will not accept for shipment, and will not assume any liability whatsoever for:

- (A) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, letters of credit, bullion, stock certificates, and credit cards.
- (B) Articles liable to contaminate, impregnate, infest or otherwise damage equipment or other property. By example, this would include property exposed to mold, mold spores or mildew prior to delivery to Carrier.
- (C) Articles which cannot be taken or placed into the premises without damage to the article or the premises, except after notice to Shipper or consignee, and such articles be removed or delivered, as the case may be, at owner's risk and damage, if any, to the premises shall also be at owner's risk.
- (D) Articles such as frozen foods, articles requiring refrigeration, plants, birds, fish or other animals; and Carrier will not assume liability or responsibility for any damages to its lading caused by such prohibited articles.
- (E) Articles such as tanks or bottles designated to contain butane or propane (LP), including tanks and containers for gas barbecue grilles, torches, tools, or appliances. This prohibition also includes tanks or bottles that have been certified as empty.
- (F) Articles such as explosives, hazardous or dangerous (such as articles described in subsection (E) of this Rule. Any person or persons, whether as principal or agent, shipping such articles shall be liable for, and indemnify Carrier against all loss or damage caused by such goods and Carrier shall be released from any duties imposed by law or otherwise and shall not be liable for safe delivery of the shipment. Articles subject to this Rule may be warehoused at owner's risk and expense or destroyed without compensation.

**RULE 10**

**MARKING AND PACKING**

- (A) All shipments must be so prepared or packed as to ensure safe transportation – primarily from shock and vibration, with ordinary care on the part of Carrier.
- (B) Packages containing fragile articles or articles consisting wholly or in part of glass, or earthenware when packed by Shipper or his/her agent particularly susceptible to damage in the ordinary course of transit, must be boxed, barreled, or crated and marked by plain and distinct lettering that designates the fragile character of contents and the need for care in handling, as to insure safe transportation with ordinary care; if not so packed and plainly marked to indicate the nature of the contents, Carrier shall not be liable for damage to shipments, except when proved to be negligent.
- (C) When articles of furniture, consisting wholly or in part of glass are covered or wrapped by Shipper or his/her agent, such articles shall be wrapped in a manner to clearly expose glass surfaces or glass portions and transported as owner's risk.
- (D) Where articles are improperly packed, crated, or boxed and by reason thereof the contents are more susceptible to damage, Carrier may arrange to have such articles properly packed at charges as shown in this tariff.

[Remainder of page blank.]

**RULE 11**

**CLASSIFICATION OF PARTS OR PIECES OF A COMPLETE ARTICLE**

Each shipping piece or package and contents thereof shall constitute one article except for the total component parts of any article taken apart or knocked down for handling or loading in vehicle, shall constitute one article for the purpose of determining the Carrier's liability as provided in Rule 3.

Note: When an entire shipment is transported in containers, lift vans or shipping boxes, each shipping box, package, piece or loose item not enclosed within a package in such containers, lift vans, or shipping boxes will constitute the article.

**RULE 12**

**SHIPMENTS ACCEPTED**

Shipper is advised, shipments are accepted subject to all ordinances or laws governing or regulating the transportation of property or use of equipment, vehicles and facilities. Where any party engaging Carrier – generally, but not always, a social service agency(s) – has provided to Carrier an erroneous description of the nature, size or amount of property to be moved or fails to advise Carrier of any unusual conditions existing at origin or destination, Carrier will upon delivery of same, attempt to contact said party and offer to transport all or any portion of the property pursuant to actual conditions encountered subject to rates and charges contained herein. Where Carrier (a) cannot establish contact; or (b) approval cannot be obtained, Carrier will terminate the job without liability. In the event Shipper, consignee, owner or third-party payer, refuses to authorize revised service rates and charges subject to actual conditions and circumstances confronting Carrier, Carrier will terminate the job without liability subject to Carrier's minimum charge provided herein for use of Carrier's equipment and personnel which were furnished but not used.

**RULE 13**

**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, Carrier may disassemble or reassemble such articles, subject to labor charges provided Schedule A, as amended, or arrange for the service of a third party. 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 or if the expense of such materials are borne by Carrier, Shipper shall reimburse Carrier for such expense.

**RULE 14**

**ADVANCED CHARGES**

Charges advanced by Carrier for truck rental fees necessitated by application of Rule 18 (Impractical Pick-Up or Delivery) and for services of others engaged at the request of Shipper, owner or consignee, as the case may be, are in addition to and shall be collected with all other lawful rates and charges in this tariff. When Carrier engages the services of third persons at the request of and as agent for Shipper, Carrier will not assume responsibility for their activities or conduct, amount of their charges, nor for the quality or quantity of the services furnished.

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**RULE 15**

**WAITING OR DELAY**

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

**RULE 16**

**SERVICING SPECIAL ARTICLES**

- (A) Upon request of Shipper, owner or consignee of the article, Carrier may, subject to subparagraph (B) below, service Special Articles at origin and destination at the transportation rates provided in Schedule A, as amended. Such service does not include removal or installation of articles secured to the premises; or plumbing (gas or water), 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 Special Articles, Carrier may upon request of Shipper, owner or consignee and as agent for them, engage third parties to perform the servicing. When Carrier engages the services of third persons at the request of and as agent for Shipper, owner or consignee, Carrier will not assume responsibility for their activities or conduct, amount of their charges, nor for the quality or quantity of the services furnished.
- (C) All charges of third parties must be paid by Shipper, and are in addition to all other lawful rates and charges in this tariff. Such charges may be advanced by Carrier, and billed as Advanced Charges as provided herein.
- (D) Except as otherwise provided herein, the services covered by this tariff do not include the handling, loading or unloading of any single article weighing 400 pounds or more. Shipper must provide the extra handling, loading or unloading in every instance, or if Carrier has additional personnel and equipment available, such Additional Services upon request of Shipper may be provided by Carrier at charges shown in this tariff. When necessary, such articles must be securely braced and blocked, and when such bracing or blocking require material not forming part of the regular equipment of the vehicle, or extra labor, such material and labor must be furnished by Shipper.
- (E) As used in this Rule, Special Articles include articles or appliances such as refrigerators, deep freeze cabinets, radios, record players, washing machines, television sets, video cassette recorders, clothes dryers, microwave ovens, computers, electronic games, stereo equipment, HiFi equipment, clocks, satellite dishes, hot tubs, bathtubs, whirlpool baths, air conditioners, safes and the like which, if not properly serviced, may be damaged in, or incident to, transit; nor is liability assumed for any such damage unless said articles or appliances are serviced and unserved as provided in this Rule.

[Remainder of page blank.]

**RULE 17**

**PAYMENTS**

- (A) Carrier shall have the right to retain possession of any property transported by it and may place the same in storage at the charge and expense of Shipper until all tariff rates and charges thereon due at delivery have been paid in cash, money order, or check, except where other satisfactory arrangements have been made between Carrier and Shipper prior to Carrier's performance hereunder.
- (B) Nothing herein shall limit the right of Carrier to require, at time of or before shipment, the prepayment in part or in full or guarantee of charges.
- (C) At no time shall Shipper deduct or offset any cargo claim or other alleged claim against charges owed to Carrier. Shipper is responsible for paying the lawful tariff rates and charges and may not offset any part of such freight charges on any outstanding loss and/or damage, overcharge or over-collected claim. Shipper's recourse against Carrier for claims of loss or damage to property is limited to following the rule in this tariff governing the time and manner for presenting written claims for loss or damage and commencing suits thereon – by application of the claims processing procedures of Rule 5 (Claims).
- (D) Property not removed 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 has been made, or property not received, at the time tender of the delivery of the property to the party entitled to receive it or at the address given for delivery has been made, may be kept in vehicle, warehouse or place of business of Carrier, subject to all lawful charges and Carrier's responsibility as warehouseman only, or at the option of Carrier, may be removed to and stored in a public warehouse or other storage facility such as a self-storage facility at the point of delivery or at other available point, or if no such warehouse is available at point of delivery or other available point, then in other available storage facility, at the cost of the owner, and there held without liability on the part of Carrier, and subject to a lien for all transportation and other lawful charges, including a reasonable charge for storage. In the event the consignee cannot be found at the address given for delivery, then in that event notice of the placing of such goods in warehouse shall be left at the address given for delivery and mailed to any other address given on the Bill of Lading for notification, showing the warehouse or other storage facility in which such property has been placed, subject to the provisions of this sub-paragraph.
- (E) The Shipper, upon tender of the shipment to Carrier, and the consignee, upon acceptance of delivery of shipment from Carrier, shall be liable, jointly and severally, for all unpaid rates and charges payable on account of a shipment including, but not limited to, sums advanced or disbursed by Carrier on account of such shipment such as Advanced Charges. The extension of credit either to Shipper or consignee for such unpaid rates and charges shall not thereby discharge the obligation of the other party to pay such charges in the event the party to whom credit has been extended shall fail to pay such charges.
- (F) Carrier may elect to accept all major credit cards as payment for all rates and charges, subject to pre-approval and the following conditions: (1) this Rule applies on shipments transported between point in the United States (except Alaska and Hawaii), and (2) application of this Rule is subject to authorization from the credit card issuer/service on each individual shipment prior to acceptance by Carrier.
- (G) Past due accounts are subject to interest at the rate of 18% per annum or the maximum legal rate (whichever is less).

[Remainder of page blank.]



**RULE 18**

**IMPRACTICAL PICK-UP OR DELIVERY**

- (A) It is the responsibility of Shipper, consignee or owner to make shipment accessible to Carrier or accept delivery from Carrier at a point at which the road haul vehicle may be safely operated.
- (B) When it is impractical for Carrier to perform pick-up of shipment at origin address or to complete delivery of shipment at the destination address with normally assigned road haul equipment – due to the structure of the building(s), its inaccessibility by highway, inadequate or unsafe public or private road, overhead obstructions, narrow gates, sharp turns, trees, shrubbery, the deterioration of roadway due to rain, flood, snow, nature of an article or articles included in the shipment, or Shipper, consignee or owner lacks access for Carrier to gain entry to the premises – Carrier shall hold itself available at point of pick-up or tender delivery at destination at the nearest point of approach to the desired location where the road haul equipment can be made safely accessible.
- (C) Upon request of Shipper, consignee or owner of the property, Carrier will use or engage smaller equipment than its normal road haul equipment or provide extra labor for the purpose, if possible for accomplishment, of transferring the shipment between the residence and the nearest point convenient or assessable to Carrier's vehicle(s). Charges for the auxiliary service described in this Rule to cover truck rental fees for additional vehicle (if used expressed as an Advance Charge), the labor to cover pick-up and drop-off of said vehicle and extra labor and hours to accomplish delivery pursuant to this Rule will be at transportation rates provided in Schedule A and set forth on the Bill of Lading and shall be in addition to all other transportation rate, charge or additional services.
- (D) If Shipper does not accept the shipment at the nearest point convenient or assessable to Carrier's vehicle(s) to the destination address, Carrier may place the shipment, or any part thereof that is not reasonably possible for delivery, in storage at the place of business of Carrier, or at the option of Carrier, in a public warehouse or other storage facility such as a self-storage facility, subject to a lien for all lawful charges, including a reasonable charge for storage. Transportation charges or rates to apply for such service shall be the applicable tariff rate. The liability on the part of Carrier will cease when the shipment is unloaded into the warehouse or other storage facility and the shipment shall be considered as having been delivered.
- (E) It is the responsibility of Shipper, consignee or owner of the article to make said article available to Carrier where its location to be shipped from or delivered to is (a) accessible by permanent stairway (ladders do not qualify as a permanent stairway); (b) adequately lighted; (c) has a flat continuous floor; and (d) sufficiently high overhead clearance for the work which allows a person to stand upright at all times. If access to said article(s) is/are deemed unsafe by Carrier to conduct loading or unloading Carrier may terminate the job without liability, or items delivered to nearest area that can be safely accessed in the Carrier's sole judgment.
- (F) If, in Carrier's reasonable judgment, transportation services at pick-up or delivery may involve damage to real property due to conditions at origin or destination, after notice to Shipper, consignee or owner, such party may order Carrier to proceed with transportation services at the risk and liability of Shipper, consignee or owner. Said order shall be in writing, signed by the person with proper authority to do so, and shall release Carrier from any and all loss or damage to real property.

[Remainder of page blank.]

**RULE 19**

**WARHOUSE PICK-UP OR DELIVERY**

- (A) Except as otherwise provided herein, if shipment is delivered to or picked up at a warehouse or storage facility, the rates for transportation include only the loading or unloading at door, platform, or other point convenient or accessible to Carrier's vehicle(s). Unless consignee, beneficial owner or third-party payer authorizes Carrier to open all packages, unwrap, or remove blanket(s) on all item(s) where content/condition otherwise concealed and prepare an inventory of their contents (all at an added charge), all packages will be accepted for transportation marked "PBO" (meaning packed by others), designating that the contents and condition of contents are unknown to Carrier.
- (B) As Shipper, consignee or beneficial owner has the burden to prove "good order and condition" at the time the property is tendered to Carrier for carriage, such orders effectively forecloses Carrier's liability for so-called "concealed" loss or damage claim and therefore is not recommended.
- (C) Shipper notification process to pick up shipment by rental truck or other carriers: Shipper must provide a minimum of 48-hours notice to pick up their shipment. Carrier will schedule an appointment to allow shipper to remove items in their shipment. Insurance rules restrict shippers and/or third-party carriers to remain within designated area in the Carrier's warehouse.

**RULE 20**

**HOISTING AND LOWERING**

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

**RULE 21**

**ESTIMATES**

Non-binding estimate. All written or electronic estimates or quotations are not guarantees. Carrier may provide a non-binding estimate within twenty-five percent (25%) of actual charges. The final charges to be assessed under the sub-section in this Rule 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 60 days of the date estimate is provided.
- NOTE 3: Total charges set forth will cover only those specific quantities and services indicated on the estimate.
- NOTE 4: Movement is limited to the origin(s) and destination(s) indicated on the estimate.

[Remainder of page blank.]

**RULE 22**

**TIME BASIS RATES - COMPUTATION**

- (A) Transportation rates covering movements of household goods and property as described in Rule 1(A), crated, uncrated or in containers, on an hourly basis up to and including all points in Massachusetts are dependent upon the value declared or agreed upon in writing as the released values of the property not exceeding \$0.60 per pound per article. For transportation rates to apply on shipments where the declared value exceeds \$0.60 per pound per article, a valuation charge as applicable shall be added to the rate with pricing as outlined on Schedule D, as amended.
- (B) In the event of loss, where weight of shipment is not known, a constructive weight of 7 pounds per cubic foot of properly loaded van space or container shall be deemed to apply as the unit of measurement for purposes of ascertaining Carrier's liability.
- (C) Unless otherwise provided herein, time rates will be computed at the hourly rate applicable from the time vehicle, helpers or supervisors leave Carrier's terminal until the arrival back at the terminal and of unloading, less time spent for meals, vehicle breakdown or repair, subject to the following:
- (D) Charges based on time shall be computed by multiplying the hourly rate by the time involved. Fractions of an hour will be disposed of as follows:
  - a. Where the time involved is less than 15 minutes, charge one quarter hour.
  - b. When in excess of 15 minutes, but not more than thirty (30) minutes, charge one-half hour.
  - c. When in excess of 30 minutes, but not more than forty-five (45) minutes, charge for three-quarters of an hour.
  - d. When in excess of 45 minutes charge for one hour.
- (E) Carrier shall insert on the Bill of Lading prescribed by this tariff, the time Carrier's crew starts the job and the time they finish said job.
- (F) Published time rates apply for all services performed with pricing as outlined on Schedules A, as amended.

**RULE 23**

**LABOR CHARGES**

Regular time and overtime labor charges cover all additional services for which no charges are otherwise provided in this tariff, as amended, when such services are requested by Shipper.

**RULE 24**

**USE OF VEHICLE AND DRIVER**

Carrier will not supply vehicle without driver.

[Remainder of page blank.]

**RULE 25**

**FURNISHING HELPERS**

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

**RULE 26**

**MILAGE 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 an Internet distance calculator (i.e., [www.mapquest.com](http://www.mapquest.com), <http://maps.google.com>).
- (B) If Shipper requests a longer route than the shortest practical route as shown in an Internet distance calculator (i.e., [www.mapquest.com](http://www.mapquest.com), <http://maps.google.com>), the mileage over the longer route as shown therein will apply.
- (C) If mileages are not shown from any point of origin to any point of destination in an Internet distance calculator (i.e., [www.mapquest.com](http://www.mapquest.com), <http://maps.google.com>), the mileage from or to the principal town in which each community is located shall apply.

FOR EXAMPLE: Green Bush is seen to be a part of Scituate. Therefore, Green Bush takes Scituate mileage.

- (D) If transportation rates are not shown herein for the actual distance provided in an Internet distance calculator (i.e., [www.mapquest.com](http://www.mapquest.com), <http://maps.google.com>), the rate shown for the next greater distance shall apply.
- (E) Whenever mileage is in dispute, the Milo Mileage Guide shall be used to determine mileage.

**RULE 27**

**SUBCONTRACTING**

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

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

**RULE 28**

**MERCHANT'S RESPONSIBILITIES DESCRIPTION OF GOODS AND LIABILITY LIMITATION**

- (A) The description and particulars of the property defined in Rule 1(A)(ii) of a merchant (hereinafter the "Goods") set out on the face of a bill of lading and any description, particular or other representation appearing on the Goods, container or other packages, documents or inventories relating thereto are furnished by the merchant, and the merchant warrants to Carrier that the description, particulars and any representation made including, but not limited to, weight, content, measure, quantity, quality, condition, marks, numbers and values are correct.
- (B) The merchant warrants that it has complied with all applicable laws, regulations and requirements of customs, ports and other authorities and shall bear and pay all duties, taxes, fines, imposts, expenses and losses incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient marking, numbering, addressing or any other particular relative to the Goods.
- (C) The merchant further warrants that the Goods are properly marked and are packed in a manner adequate to withstand the ordinary risks of carriage having regard to their nature and in compliance with all laws, regulations and requirements which may be applicable.
- (D) No Goods that are or may become dangerous, inflammable or damaging or that are or may become likely to damage any property or person whatsoever shall be tendered to Carrier for carriage without Carrier's prior express consent in writing and without the container or other covering in which the Goods are to be transported being distinctly and conspicuously marked on the outside thereof so as to indicate the nature and character of any such articles and so as to comply with all applicable laws, regulations and requirements. If any such articles are delivered to Carrier without such written consent and marking or if in the opinion of Carrier the articles are or are liable to become dangerous, inflammable or damaging in nature, the same may at any time be destroyed, disposed of, abandoned or rendered harmless at the risk and expense of the merchant and without prejudice to Carrier's right to rates and charges.
- (E) The merchant shall be liable for all loss or damage of any kind whatsoever, including but not limited to contamination, soiling, detention and demurrage before, during and after the carriage of Goods cause by the merchant or any person acting on its behalf or for which the merchant is otherwise responsible.
- (F) The merchant and the Goods themselves shall be liable for and shall indemnify Carrier, and Carrier shall have a lien on the Goods for all expenses of mending, repairing, fumigating, repacking, recooling, bailing, reconditioning of the Goods and gathering of loose contents, also for expenses for repairing containers while in the possession merchant, for demurrage on Goods and any payment, expense, fine, dues, duty, tax, impost, loss, damage or detention sustained or incurred by or levied upon Carrier, vehicle(s), Goods, containers or other packages and for any action or requirement of any government or governmental authority or person purporting to act under the authority thereof, seizure under legal process or attempted seizure, as a result of incorrect or insufficient marking, numbering or addressing of Goods or other packages or description of the contents, failure of the merchant to procure consular, board of health or other certificates to accompany the Goods or to comply with laws or regulations of any kind imposed with respect to the Goods by the authorities at any port or place or any act or omission of the merchant. Carrier's lien shall survive delivery and may be enforced by private or public sale and without notice.

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- (G) The merchant shall defend, indemnify and hold harmless Carrier against any loss, damage, claim, liability or expense whatsoever arising from any breach of the provisions of this Rule, or for any cause in connection with the Goods for which Carrier is not ultimately responsible.
- (H) The merchant is advised Carrier's rates are dependent upon value and is advised of the opportunity to declare a higher value in the bill of lading. Carrier's liability for loss or damage to goods is limited and as such, shall not exceed a value stated in the bill of lading, whether such value is declared by the merchant or is otherwise the agreed value. The merchant shall be required to state the agreed or declared value of the Goods on the bill of lading. Valuations shall be declared and stated in cents or dollars and cents per pound per article or stated as a lump sum per shipment. If the merchant declines to declare the value or declines to an agreed value, the shipment cannot be accepted. If by inadvertence the shipment is accepted by Carrier and no agreed or declared value has been made on the bill of lading, the shipment will be deemed released to a maximum value in dollars equal to \$0.60 per pound per article for any article that the merchant makes a timely claim for loss or damage. The agreed or declared value shall be deemed to relate to all services undertaken by Carrier or its agents and to each article separately and not to the shipment as a whole. The merchant may declare on specific articles, valuation in excess of value declared on the shipment, and each such article must be described and its excess declared value set forth in the bill of lading in the following form:
- 'Shipper hereby declares the value of the Property is stated by the Shipper to be not exceeding \$ \_\_\_\_\_ per pound per article and also agrees to pay the additional valuation charge.'
- (I) Except as prescribed in the preceding subparagraph, Carrier's maximum liability for loss or damage to the Goods is limited to \$5.00 per pound per article for electronic equipment such as computers and robotics and \$0.60 per pound per article for all other Goods. It will be the responsibility of Shipper to arrange additional insurance coverage which coverage is to cover value of the goods in excess of agreed or declared value of Carrier's legal liability due to the reduced rates provided herein.
- (J) Limitation of Liability. Unless there is negligence on the part of Carrier, Carrier shall not be liable for damage to the person or Goods of the merchant or any other person resulting from the transportation or services including failure to make delivery, short delivery, or non-delivery furnished by Carrier. In any event, for merchant, the Carrier shall not be liable in contract, in tort (including negligence and M.G.L. ch. 93A), strict liability or otherwise for any special, indirect, or consequential damages whatsoever including, but not limited to, loss of profits or revenue, loss of use of equipment, cost of capital, cost of temporary equipment, overtime, business interruption, spoilage of goods, claims of customers of the merchant or other economic harm, any penalties, fines, charge-backs, fees assessed by Shipper, consignee, or third party for failure to provide transportation or services up to and including specific transit times, scheduled deliveries, or failure to transfer documentation, including, but not limited to packing lists or customs forms and/or information from consignor to consignee.

[Remainder of page is blank.]

**RULE 29**

**ELECTRONIC DOCUMENTS AND SIGNATURES**

**1. Electronic Documents and Electronic Signatures**

Use of “electronic documents and “electronic signatures” as defined in the notes below by Carrier and Shipper is optional. Both Carrier and Shipper must agree to the use of electronic documents and electronic signatures in lieu of using traditional paper methods.

**2. Legal Effect**

Any and all electronic documents and electronic signatures shall have the same legal effect, validity, and enforceability as traditional paper documents.

**3. Notes**

- (i) Electronic documents means electronic versions of any and all documents and forms required by this Tariff and/or Massachusetts General Laws, Chapter 159B, Chapter 106, Article 7 of the Massachusetts Uniform Commercial Code and applicable regulations.
- (ii) Electronic signature means a method of signing an electronic document or communication that: (1) identifies and authenticates the Carrier or Carrier's agent as the source of the electronic communication; (2) identifies the Shipper or Shipper's agent as the recipient of the electronic communication; and (3) indicates such Shipper or Shipper's agent's approval and/or acknowledgement of information contained in the electronic communication and/or electronic document.
- (iii) If a document calls for the Shipper or Shipper's agent to make an election or declaration in his, her or its “own hand,” or the like, such election or declaration when made electronically as provided by this Rule, shall have the same legal force and effect as if made on a paper document.

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**SECTION III**

**RATES AND CHARGES**

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

[Remainder of page blank.]

**ISSUE DATE: April 15, 2024**

**EFFECTIVE DATE: May 15, 2024**



**INTELLIGENT LABOR, INC. dba  
INTELLIGENT LABOR AND MOVING**

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**SCHEDULE A**

**TRANSPORTATION RATES**

This schedule shall be used to determine Carrier's transportation and packing rates as provided in Rule 22.

STANDARD TIME RATES: (Non premium rates)

Standard time rates apply when service is performed between the hours of 7:00 AM and 7:00 PM.

Carrier does not provide service between the hours of 7:00 PM to 7:00 AM.

If scope of work requires vehicle(s) and one or more worker(s), rates are:

	<b><u>Standard Regular Rates</u></b>
One Worker	\$130.00/hour
Two Workers	\$190/hour
Three Workers	\$240/hour

\$60/hour for each additional Worker over three Workers.

**Standard Time Rates apply:**

All days other than days listed below.

**Peak Rates Apply:**

August 1 through 25 –

	<b><u>Peak Regular Rates</u></b>
One Worker	\$135.00/hour
Two Workers	\$200/hour
Three Workers	\$255/hour

\$65/hour for each additional Worker over three Workers.

August 26 through September 3 –

	<b><u>Peak Regular Rates</u></b>
One Worker	\$140.00/hour
Two Workers	\$220/hour
Three Workers	\$280/hour

\$70/hour for each additional Worker over three Workers.

The transportation rates in this Schedule will be computed at the hourly rate applicable from the time vehicle, helpers, packers or supervisors leave Carrier's terminal until the arrival back at the terminal and any unloading, less time spent for meals, vehicle breakdown or repair.

**SCHEDULE B**

**PIANO HANDLING AND OTHER CHARGES**

This schedule shall be used to determine Carrier's piano handling and other charges. Note: all charges stated in this Schedule shall cover all accessorial services for which no charges are otherwise provided in this tariff and such charges are in addition to other freight rates/charges including Carrier's hourly rates and travel time accruing on any involved shipment.

**Piano and Bulky Item Handling Charge**

- A. Pianos (first floor to first floor): \$250.00/piece; each additional flight of stairs: \$50.00/flight. Flat-rate agreements for piano-only moves are also available.
- B. Bulky items such as bathtubs, safes, "Subzero" type refrigerators and items exceeding 400 pounds (first floor to first floor): \$250.00/piece; each additional flight of stairs: \$50.00/flight.

**Warehouse Handling Fees and Charges**

Vault(s): \$120.00/month (each); Setup: \$120.00 (each); Oversized item(s): \$80.00/month (each); Setup: \$80.00 (each)  
Vault access: hourly rate as stated on Schedule A.

**Hoisting Service Charge**

- A. Crane: \$700.00 for first piece; \$100.00 for each additional piece.
- B. Hand hoist: \$150.00 for first piece; \$50.00 for each additional piece.

Permit Service Charge (non-refundable and cannot be canceled): \$225/vehicle per day.

Note: Carrier does not provide permit procurement service in Boston and State roads. Shipper/customer is responsible for ensuring proper permitting and the cost of any such permitting service in Boston and State roads.

Police Detail (per officer): \$75.00 plus cost charged to Carrier from municipality.

Overnight Hold Charge: \$250.00/night per truck

Debris Removal Charge: \$10.00/cu. ft. plus hourly rates as provided in Schedule A.

If there are any item(s) requiring third-party service, charges for such service shall be claimed by Carrier and assessed as an advanced charge in addition to and shall be collected with all other lawful rates and charges in this tariff.

Tickets and tolls: All parking tickets, fines and tolls incurred at the direction of Shipper are Shipper's responsibility and will be added to the final bill.

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Charges to or from the islands of Martha's Vineyard and Nantucket, Massachusetts

Between: Woods Hole, MA and Martha's Vineyard Island and Nantucket Island

Actual ferry charges in addition to hourly transportation rates and charges set forth in the preceding and subsequent Schedules, Advanced Charges, plus the applicable valuation charge, if any.

Between: Hyannis, MA and Martha's Vineyard Island and Nantucket Island

Actual ferry charges in addition to hourly transportation rates and charges set forth in the preceding and subsequent Schedules, Advanced Charges, plus the applicable valuation charge, if any.

Power of Attorney Charges  
United States: \$100.00 each  
International: \$200.00 each

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**SCHEDULE C**

**MATERIAL CHARGES**

This schedule shall be used to determine Carrier's charges for materials.

<b>Materials</b>	
1.5 Book Carton	\$2.50
3.1 Medium Carton	\$3.75
4.5 Large Carton	\$5.00
5.2 Dish Carton	\$7.50
Bubble Wrap (per foot)	\$1.00
Mattress bag (any size)	\$12.00
Picture Box	\$10.00
Wardrobe with bar	\$20.00
Paper	\$1.50/lb.
Paper Pads (each)	\$5.00
Large Stretch Wrap	\$30.00
Small Stretch Wrap	\$15.00
Tape (per roll)	\$5.00
Shredded cardboard	\$1.50/lb.

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**SCHEDULE D**

**VALUATION CHARGES**

This schedule shall be used to determine the rate on a shipment, when such shipment is released to a value exceeding \$0.60 per pound per article. The method by which such rates are determined is outlined below:

**EXCESS DECLARED VALUE CHARGES**

Included in the rate for services, the Carrier assumes responsibility for property damaged or lost as a result of its negligence, to a level not to exceed \$0.60 per pound per article.

Shipper may increase Carrier's liability if any article is lost, destroyed or damaged while in Carrier's possession to a level whereby Carrier will either A) repair the article to the extent necessary to restore it to the same condition as when it was tendered for delivery to Carrier, or pay the cost of such repairs; or B) replace the article with an article of like kind and quality, or pay the cost of such replacement; but in no event to exceed the value declared. To qualify for said protection, the lump sum value declared by the shipper for the value of the shipment that may not be less than \$6,000, or \$6.00 per pound multiplied by the actual or constructive weight of the shipment, in pounds, whichever is greater. The cost – your valuation charge – for such additional protection is based on your declaration of value placed on the shipment and set forth in the schedule below.

Your total transportation charges for the move in such case would be all applicable rates and charges set forth in the preceding and subsequent Schedules, Advanced Charges, plus the applicable valuation charge.

Important Note: If the released or declared value on the entire shipment is less than the actual cash value of the shipment, Carrier's liability shall be limited to (1) that proportion of the actual loss or damage represented by the percentage that the released value bears to the actual cash value of the shipment, or (2) the amount of actual loss or damage not exceeding sixty (60) cents per pound of the gross weight of each shipping package or loose article not enclosed in a shipping package, whichever is greater.

Shipper is responsible for placing a value on the shipment of goods tendered to Carrier under Options 1 or 2. If Shipper undervalues the shipment, recovery would be limited. This is particularly apparent when loss or damage occurs to one, or a few items in the shipment.

For example, if Shipper selects option 1 on the Bill of Lading and declare a total value of \$10,000 on a 15,000 pound shipment and a 1,500 pound piano (worth \$20,000) is lost or destroyed, SHIPPER SHOULD NOT EXPECT THE CARRIER TO TENDER \$10,000 DURING ADJUSTMENT OF A TIMELY FILED PROPER WRITTEN NOTICE OF CLAIM. This is because prior to the shipment, Shipper's declared value on the entire shipment was \$10,000 which, as it turns out, is less than the replacement value of the piano and considerably less than the total actual cash value of the shipment. In this example, the unreasonably low value placed on the shipment would, if Carrier were required to pay the declared value for the lost/damaged piano, mean that the other 90% of the shipment (by weight, i.e., the TVs, beds, tables, etc.) would have no value.

In this example, Carrier's liability would be limited to ten (10) percent of the value Shipper declared on the shipment under option 1; here, \$1,000. This represents the entire weight of the shipment (15,000 pounds) divided by the weight of the piano (1,500). Ten (10) percent of the declared value of \$10,000 represents \$1,000. In effect, the Shipper's artificially low declaration of value on the shipment results in the Shipper agreeing to be a co-indemnitor of the replacement valuation protection in provided Option 1 and may be subject to a co-indemnitor penalty.

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The following is a current schedule of valuation charges:

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

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

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**ISSUE DATE: April 15, 2024**

**EFFECTIVE DATE: May 15, 2024**