

PAID

JUL 26 2018

Commonwealth of Massachusetts
Department of Public Utilities

M.D.P.U. No. _____ Cancels

M.D.P.U. No. _____

NAME: JOSE YEB
(YOUR NAME)

D/B/A: JOSE YEB AND ASSOCIATES
(BUSINESS NAME)

ADDRESS: 37 King Rd.
(BUSINESS ADDRESS)

HOLBROOK, MA 02343
(CITY OR TOWN)

PHONE: 781-858-1995
(BUSINESS)

PHONE: 781-986-1607 (fax)
(HOME)

CERTIFICATE NO. _____

FOR THE TRANSPORTATION OF: Household

goods

DATE ISSUED: _____

DATE EFFECTIVE: _____

ISSUED BY: _____
(PRINT NAME)

(SIGNATURE)

BASIC INFORMATION:

- Jose Yeb & Associates is a small delivery service and moving company located 37 King Rd, Holbrook, MA, 02343. We Partner with several local stores to provide delivery services, as well as provide residential moving services and may be referred to as the "carrier" in any and all documentation issued by Jose Yeb & Associates. Jose Yeb & Associates has no van-line affiliations. Jose Yeb & Associates maintains the right to utilize agents to fulfill shipments or portions of shipments whether intra-state or inter-state. Any client or customer of Jose Yeb & Associates that will be shipping goods through utilization of the services provided by Jose Yeb & Associates may be referred to as the "shipper" in any and all documentation issued by Jose Yeb & Associates.
- The shipper inherently agrees to the terms and conditions found in this document. This document is written in simple language and should be easy to understand. Please note that by committing to a residential or commercial move, the carrier will bring the move to completion at the full rates and expenses to the shipper found within this document (or otherwise amended in writing) regardless of any previous estimates.

ESTIMATES:

Jose Yeb & Associates may provide in-home or over-the-phone estimates based upon inventory and/or inspection of goods to be moved. The goal of qualified estimators is to gather the following information to the best of their ability.

A. Shipment Origin This will be the address at which carrier moving crews will pick-up the goods.

B. Shipment Destination This will be the address at which our moving crews will make delivery. Please note that if this address is undetermined at the time of your meeting it could have an effect on final cost. Things to look out for are tractor-trailer restrictions, stairs, elevators, long-walk requirements, etc.

C. Logistics & Time Constraints Shipper should notify carrier of any real estate closing dates and times as these may force increased labor or storage requirements upon the carrier for which costs will be deferred to the shipper.

D. Shipment 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. Please note that shipment volume and weight is opinion only. Second or third estimates are not discouraged.

E. Labor Requirements Labor requirements are calculated based upon estimated shipment volume and weight. Please note that if estimated shipment volume and weight are off, final bill may likely differ greatly from total estimated cost. Please note that shipper must pay for actual services rendered. Cost increases are not always because estimated shipment volume/weight are off.

F. Associated Rates Estimator should disclose any associated 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. Please note that 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. Please note that shipper is responsible for actual services rendered despite any previously written estimates.

- Please note that final account charges will always be in accordance with actual services rendered, even if attributable to human error, regardless of any previously written estimates.
- Please note that if shipper changes any element of a shipment (including but not limited to: shipment origin, shipment destination, logistics, shipment volume/weight) final cost of move will likely vary from estimated completion costs. Carrier agents may advise shipper of how these changes may effect their final cost, but carrier provides no guarantees to accuracy of these informal estimates. Again, 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.

RELATIONSHIP BETWEEN CARRIER AND 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 as 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 require 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 complete work as efficiently as possible. 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.

CANCELLATION OF SERVICES:

- Please note that if the carrier dispatches the moving crew in association with a scheduled move date for which the shipper gave little to no notice, the shipper shall be liable for any and all labor for that moving crew with a 5 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.

PACKING & DIS-ASSEMBLY: The carrier expects that everything will be ready to go by the shipper when the carrier moving crews arrive. Everything that can be boxed, must be boxed. Carrier doesn't take loose items.

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.) Dishes, glasses, etc should all be boxed and wrapped in packing paper.

B.) Mirrors and paintings should be boxed and/or bubble-wrapped.

D.) Any fragile glass pieces should be removed from furniture (Example: Curio cabinet, or dining room hutch) and boxed or bubble-wrapped.

E.) Art-work should be boxed, bubble-wrapped or safely packaged for transport.

F.) Televisions should be boxed or safely packaged for transport.

- Please note that 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 (example: place in car), any valuables including cash, jewelry, firearms, alcohol, medications, etc. prior to the movers arriving. Shipper is solely responsible for transporting this 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 found in Section 6.5 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.

DIS-ASSEMBLY/RE-ASSEMBLY:

- Generally, furniture should be taken apart and ready to go. If it is not, the movers may assist you in dis- assembling and re-assembling furniture. Please consider this advance warning that carrier is not liable for damage or loss resulting from dis-assembly and re-assembly of furniture. This carrier is a mover, not an installer.
- 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 dis-assembly and/or re-assembly of furniture

HOISTS:

- Some items may be required to come through a window because they are too large to put through a staircase. Please note that it is a good idea to notify the carrier of this requirement prior to commencement of a move. Please note that 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.

MATERIAL & EQUIPMENT COSTS:

- Shrink wrap: \$30/roll
- Pack Paper: \$40.00/bundle
- Mattress Bags: \$15.00/each
- Tape: \$5.00/roll
- Moving Blankets: \$240/dozen

MATRESS BAGS:

- Please note that mattress bags are REQUIRED for shipment. Shipper should have mattress bags for mattress and box spring when movers arrive. Carrier does not provide these items unless requested prior to move and confirmed by a member of our operations staff.

CARRIER SUPPLIED MATERIALS:

- Please note that carrier typically provides moving blankets, two-wheelers and four-wheelers on the truck. Anything else must be requested one to two business days before your move.

INTRA-STATE MOVING :

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

DRIVERS, MOVERS, & OTHER EMPLOYEES:

- \$125/hour from Point A to Point B, which includes a 2 man crew and a truck.
- \$175/hour for a 3 man crew and a truck.
- (Rates increase accordingly based on number of employees requested)
- There is a surcharge for locations over 50 miles from our home office.

MINIMUMS & MAXIMUMS:

- Please note there is a 4 hour minimum per day for all services. There is a 12 hour/day max.

OVER-TIME & OFF HOURS WORK:

- Please note that carrier often provides one-hour arrival windows. These windows may be approximate. As drivers are using public roadways that may effect schedule, carrier cannot guarantee arrival window.
- Typical starting windows range from an 8am 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 1/2 times the hourly rate for services rendered. Please note that hours worked after 8 hours in any given day may be billed at 1 1/2 times the hourly rate for services rendered.

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 Jose Yeb & Associates bill of lading for transport and carrier is solely responsible for any charges associated with use of these agents.

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 effect delivery dates; weather, DOT checkpoints, break-downs, traffic, scheduling conflicts, etc. Carrier cannot be liable for any expenses associated with missed delivery dates .

INSURANCE & LIABILITY:

- Jose Yeb & Associates is a licensed and insured mover. Jose Yeb & Associates 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.

DEFAULT VALUATION \$0.60/LB/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 this option (indicated as option A on bill of lading) the liability to the carrier is limited to \$0.60/lb/item.
- Example: 50lb table x \$0.60/lb = \$30 carrier liability

REAL PROPERTY DAMAGE:

- When moving furniture, real property may become damaged. Floors may be scratched, rugs may be dirtied. Hinges on doors may be damaged. 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 real 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.
- Please note that 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, real 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, gouges or holes.

LIABILITY EXCEPTIONS:

A.) Carrier is not liable for any lost or damaged goods and/or boxes packed by owner. No exceptions.

B.) Carrier is not liable for pre-wrapped (blanketed, shrink-wrapped, packaged, etc) furniture.

Example: accepting goods from another carrier or third party storage.

- C.) Carrier is not liable for damage incurred due to requested dis-assembly or re-assembly of goods. Carrier not liable for hardware loss or damage (Example: screws to a piece of furniture). If shipper does not have furniture ready to go and chooses to have movers service pieces, carrier is not liable for connections or damage resulting from dis-assembly or re-assembly. . If hardware is left up to movers to hold onto or transport, loss is on the shipper, even in the event of alleged negligence. Even if an employee, has assured they will keep hardware safe, it is on the shipper if this hardware gets lost. This is the advance warning to the shipper.

D.) Carrier is not liable for goods made of particle-board. No exceptions. Particle-board furniture does not transport well and breakage is very possible/likely.

E.) Carrier is not liable for goods shipped loose.

F.) Carrier not liable for loss, theft, or damage of prohibited items (listed below in Section 6.5). Please note that prohibited items are prohibited for a reason. Inclusion of prohibited items may result in fines, seizure of shipment, or damage to shipment. Carrier retains right to eject or dispose of any prohibited items that may be found on shipment. Carrier retains right to open and inspect any boxes/cartons packed by owner.

G.) Carrier is not liable for costs or procurement of specialists (pool table specialists, hot tub specialists, safe specialists, etc) that may be required or found to be required either pre-start of move or while move is already in progress to complete shipment or part(s) of shipment.

H.) Carrier not liable to transport any one particular item whether on any inventory report or not if movers deem transport is not possible and/or dangerous/unsafe. Carrier not liable for any specialists or "other movers" brought in after move to complete transport.

I.) Carrier not liable for weather-related damage. Carrier not obligated to guarantee cover or blanket-wrapping of furniture if raining and/or snowing. Shipper may request new moving date if rain or snow is in the forecast. But, if you choose to move in the rain or snow (or are otherwise forced due to legal real estate obligations) our movers will do their absolute best, but damage in some form or another is likely. This is advance notice to the shipper. No exceptions.

J.) Carrier not liable for any real property damage

K.) Carrier not liable for common moving scratches, dust, dirt, rubs and/or chips (generally due to settling of goods on truck against other pieces of furniture). These minimal types of damages are common/expected to some degree in moving and are generally quite easy for shipper to repair and are nearly unavoidable by carrier.

L.) Carrier not liable for malfunction of electronic equipment, please note that a short circuit or mishandling of electronic equipment when packing can cause electronics to no longer work. All electronics should be properly packaged before moving. Carrier not liable for mis-packed goods. Carrier not liable for goods packed by shipper.

M.) Carrier not liable for malfunction of appliances such as refrigerators, dishwashers, washing machines and dryers.

N.) Carrier not liable for any dis-connection and/or re-connection of appliances. Movers may assist shipper with dis-connections and re-connections but carrier is not liable for said dis-connections and re-connections and/or any damages internal or external that may result from such dis-connection or re-connection even in the event of alleged negligence. This is your warning: if goods are not ready to go and shipper has movers from this carrier service them, damages and liability are on the shipper.

O.) Carrier not liable for any furniture that may become damaged in third-party storage.

Q.) Carrier is not liable for high value items such as glass, jewelry, antiques, artwork, etc. or items worth \$100/lb or more. All jewelry, cash, medications, etc should be removed prior to the movers arriving. Glass should be taken from all hardware and packed prior to movers arriving. Mirrors, paintings, artwork, etc should be properly packed prior to movers arriving.

Carrier cannot be liable for paintings, glass, mirrors, pictures that are not properly packed prior to the movers arrival.

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 within 15 days. Please note that outside of this limited time-frame 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.
- All claims should be submitted via email to joeyeb@gmail.com

ABUSE, HOSTILITY, & HARRASSMENT:

- Please note that the carrier does not tolerate abuse, hostility or harassment from the shipper or shippers associates (friends/families/lawyers/etc) to its employees or agents. Please note that 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 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. .

BASIC DOCUMENTS:

- There are several important documents that the shipper should be aware of.

MOVING TARIFF:

- Moving tariff is a document periodically approved and on file with the Massachusetts Department of Public Utilities. The Massachusetts Department of Public Utilities may provide you a copy of this document. This document can change at any time for any reason and will govern your move. This document is important as it contains the guaranteed rates and terms of service applicable to shipments through this carrier.

PRE-MOVE INSPECTION REPORT:

- This document serves as a pre-move inventory conducted by an in-home estimator or agent of the carrier. This document contains the guaranteed rates of the carrier. This document serves to notify appropriate operations personnel which power units and trailers are recommended for the shipment, as well as recommended moving staff for any particular shipment. This document is not a bid or a contract. This document contains estimated charges for the purpose of scheduling and preparing shipper for expected costs.

CONFIRMATION:

- This is a document sent through email or mail that may contain confirmation of move dates, a summary of services, deposit information, guaranteed rates of service, applicable discounts, and estimate of charges. The document is not required and often sent as a courtesy to the shipper. This document is not a contract or a bid and never to be construed as such. Although this document is not required, if you do not receive this document, you may want to confirm your move with the main office.

BILL OF LADING:

- This is an important document that authorizes the carrier, Jose Yeb & Associates to transport goods from an origin address to a destination address. This document also serves as the contract between the carrier and the shipper. This document also serves as the transportation bill. On the reverse side of the bill is a copy of the Terms and Conditions of the shipment. The shipper must declare the value of their shipment on this document prior to commencement of the move. The shipper **MUST** sign this document prior to commencement of the move. The carrier cannot begin a shipment before this document is signed. In the event that a shipment begins without a bill of lading, such shipment shall be made at no liability to the carrier, and is at the sole risk of the shipper.

CLAIMS SUBMISSION FORM:

- This is a document that can be provided by our employees or maintained on our website which includes all the standardized disclosures and requests that the carrier will need to fulfill a claim of loss or damage for a shipper

MUTUAL RELEASE:

- A mutual release document shall be signed prior to any refund from the carrier to the shipper. This document effectively states that the carrier releases shipper from any future claims and liability in association with a specified shipment. The shipper shall release the carrier from any future claims or liability in association with the specified shipment.
- This document is often sent after a claim has been processed and the carrier is preparing to refund a shipper. Please note the shipper must send the signed mutual release back to the carrier within 30 days. Failure to return the signed mutual release within 30 days will forever release carrier from any and all liability in association with the specified shipment. Please note that this policy is to prevent liabilities from building up over time due to non-response and there are no exceptions to this policy.