

Joyce Moving Storage Company, Inc.

Tariff 1002 (12/20/17)

Name: Joyce Moving & Storage Company, Inc.

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Certificate No. 25689

FOR DEPOSIT ONLY
DEPT. OF PUBLIC UTILITIES
NCC# 000053590321
01 12/29/2017 14:53 N000033
TND CHECK \$100.00



For the Transportation of:

HOUSEHOLD GOODS WITHIN THE COMMONWEALTH

Date Issued:

Date Effective:

W. H. Joyce 12/26/2017

William H. Joyce
CEO / Owner

CHECK SHEET FOR TARIFF PAGES

All of the pages contained in this tariff are listed consecutively within each section by number and revision number. The pages of the tariff, and the supplements to the tariff, listed on this page, bear issued dates which are the same as, or are prior to, the issued date of this page.

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M.D.T.E. #1

JOYCE MOVING & STORAGE COMPANY, INC.
COMBINED UNIFORM HOUSEHOLD GOODS
BILL OF LADING AND FREIGHT BILL

B/L # _____
 DATE OF ORDER _____

CARRIER: X _____

The undersigned shipper hereby orders the above carrier to furnish transportation, facilities and services described in this order subject to and in accordance with the rules, regulations and charges as contained in the Tariff on file with the Massachusetts Department of Telecommunications & Energy and the terms and conditions of the Bill of Lading shown on the back and made a part hereto and agree to pay upon delivery the amount set forth below in Cash, Money Order or Certified Check.

SHIPPER OR AGENT SIGNATURE AT ORIGIN: X _____

RECEIVED SUBJECT TO TARIFF RULES AND REGULATIONS OF THE ABOVE NAMED CARRIER

ORIGIN

SHIPPER: _____
 STREET: _____
 CITY/ZIP: _____
 PHONE: _____

DESTINATION

CONSIGNEE: _____
 STREET: _____
 CITY/ZIP: _____
 PHONE: _____

DECLARATION OF VALUE

The shipper must select one of the options below prior to the start of any packing or moving service. In the event the shipper does not select one of these options the carrier's maximum liability for loss and damage shall be an amount equal to a maximum value of \$1.25 for each pound of weight of the shipment as described in Option B.

☐ **A** Declared value of .60 cents per pound per article.
 There is not charge for this option.

☐ **B** A declared lump sum value of \$_____ based on a minimum of \$1.25 per pound. Carrier will apply depreciation to any claim made under this option. The charge for this option will be \$_____ per \$1,000 of valuation.

☐ **C** A full replacement valuation of \$_____ based on a minimum declared value of \$4.00 per pound. The carrier will not apply depreciation under this option. The charge for this option will be \$_____ per \$1,000 of valuation.

(THIS DOES NOT REPRESENT INSURANCE)

I hereby select option ☐ (MUST BE INSERTED BY SHIPPERS HAND ONLY)

SIGNATURE OF SHIPPER X _____ DATE: _____

REMARKS (See SEC. 12 On Back)

(Packing data- instructions on Job - other information)

WE ARE NOT RESPONSIBLE FOR ITEMS PACKED OR WAIVED FOR PACKING BY OWNER; APPLIANCES NOT SERVICED FOR SHIPPING, PLANTS, JEWELRY, OR CASH, GLASS, MARBLE AND MIRRORS MUST BE PACKED BY JOYCE, INC. IF JOYCE IS TO ACCEPT LIABILITY.

SIGNATURE: X _____

PAYMENT OF CHARGES

ALL CHARGES TO BE PAID IN CASH, MONEY ORDER OR CERTIFIED CHECK BEFORE PROPERTY IS RELINQUISHED BY CARRIER EXCEPT FOR AUTHORIZED ACCOUNTS, THE SHIPPER REMAINS PRIMARILY RESPONSIBLE AND LIABLE FOR THE PAYMENT OF ALL CHARGES.

ACCT NAME: _____ P.O.# _____

ADDRESS: _____

CITY & STATE: _____ ZIP: _____

ATTENTION OF: _____

THE ABOVE SERVICES WERE RENDERED AND ALL GOODS DELIVERED IN GOOD ORDER, EXCEPT AS NOTED:

X _____
 SHIPPERS SIGNATURE AT DESTINATION
 (TO BE SIGNED BY SHIPPER AFTER SERVICES ARE COMPLETED)

X _____
 SIGNATURE OF CARRIER OR AUTHORIZED AGENT

CARRIER

REQUESTED PACKING DATE _____ REQUESTED LOADING DATE _____ REQUESTED DELIVERY DATE _____

TARIFF NUMBER _____ SECTION _____ M.D.T.E. NUMBER _____

HOURLY TRANSPORTATION RATES

START TIME: _____ TIME OFF: _____

TIME COMPLETED: _____ TOTAL TIME: _____

	# OF	RATE/HR	# OF HRS	CHARGES
VEHICLE & DRIVER R.T.:	_____	\$ _____	_____	\$ _____
VEHICLE & DRIVER O.T.:	_____	\$ _____	_____	\$ _____
HELPERS R.T.:	_____	\$ _____	_____	\$ _____
HELPERS O.T.:	_____	\$ _____	_____	\$ _____
TRAVEL TIME:	_____	\$ _____	_____	\$ _____

TOTAL HOURLY CHARGES: \$ _____

WEIGHT BASIS TRANSPORTATION

GROSS WT: _____ RATE/CWT: _____

TARE WEIGHT: _____

NET WEIGHT: _____ (FOR _____ MILES)

TOTAL WEIGHT BASIS CHARGES: \$ _____

	EST.	NO.	RATE	AMOUNT
PACKING & UNPACKING				
BARRELS, DRUMS OR DISPACK	_____	_____	_____	\$ _____
CARTONS, LESS THAN 3 CU. FT.	_____	_____	_____	\$ _____
CARTONS, 3 CU. FT.	_____	_____	_____	\$ _____
CARTONS, 4.5 CU. FT.	_____	_____	_____	\$ _____
CARTONS, 8 CU. FT.	_____	_____	_____	\$ _____
WARDROBES				
MATTRESS: SINGLE OR DOUBLE	_____	_____	_____	\$ _____
KING OR QUEEN SZ	_____	_____	_____	\$ _____
CRIB	_____	_____	_____	\$ _____
CRATES AND CONTAINERS				
MIRROR CARTONS	_____	_____	_____	\$ _____

TOTAL PACKING CHARGES: \$ _____

ADDITIONAL SERVICES: _____

DECLARATION OF VALUE OPTION: YES _____ NO _____

TOTAL CHARGES: \$ _____

LESS DEPOSIT RECEIVED: (\$ _____)

BALANCE DUE AT DELIVERY \$ _____

CLAIMS FOR DAMAGE OR LOSS MUST BE FILED WITH THIS CARRIER WITHIN 15 DAYS
 (SEE CONTRACT TERMS AND CONDITIONS, Sec. 2(b))

CONTRACT TERMS AND CONDITIONS

Sec. 1 (a) The Carrier or party in possession of any of the property herein described ("Property") shall be liable as at common law for any loss thereof or damage thereto, except as herein provided.

(b) No Carrier or party in possession of all or any of the Property ("Carrier") shall be liable for any loss, damage or delay caused by act of God, public enemy, war, declared or undeclared acts of public authority, quarantine, riots, strikes, perils of navigation, act or default of Shipper or owner, nature of Property or defect or inherent vice, occurrences in customs warehouse, or for any loss or damage to paintings, statuary, ornamental items, works of art, articles of unusual nature or value, photographs or pictures, antiques, dishes, glassware, musical instruments, vases, mirrors, marble or enamel pieces, lamps, lamp shades or other fragile articles, unless such loss or damage was caused by negligence of the Carrier, and the responsibility to prove such negligence shall be on the Shipper, except where arrangements have been made for the packing and unpacking of such articles by the Carrier or its agent. No Carrier shall be held liable for the internal malfunction of any computerized, electrical or mechanical or piece of equipment, whether or not such articles are packed, unpacked, or packed and unpacked by the Shipper or his agent or Carrier or its agents. No Carrier shall be liable for damage to or loss of contents of pieces of furniture, crates, bundles, cartons, boxes, barrels or other containers unless such contents are open for Carrier's inspection and then only for such articles as are specifically listed by the Shipper and receipted for by the Carrier or its agent.

(c) No Carrier shall be liable for delay caused by obstructions, faulty or impassable highways, lack of capacity of any highway, bridge, ferry, or caused by breakdown, or mechanical defect of vehicles or equipment.

(d) Carrier's liability shall be that of a warehouseman only, for loss, damage or delay caused by fire occurring after the arrival of the Property at destination or at the port of export and tender of delivery of the Property to the party entitled to receive it has been made. Except in case of negligence of the Carrier, Carrier shall not be liable for loss, damage, or delay occurring while the Property is stopped and held or stored in transit on the request of the Shipper, owner, or party entitled to make such a request, whether such request was made before or after Carrier came into possession of the Property.

Sec. 2 (a) No Carrier is bound to transport the property by any particular schedule, vehicle, train or vessel or otherwise than with reasonable dispatch. Every Carrier shall have the right in case of physical necessity to forward the Property by any Carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the Shipper or as been agreed upon in writing as the released value of the Property as determined by the classification or tariffs upon which the rate is based, such lower value less charges shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

(b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering Carrier or Carrier issuing this proposal for service and bill of lading, or Carrier in possession of the Property when the loss, damage, injury, or delay occurred, within 15 days after delivery of the Property; and suits shall be instituted against any Carrier only within two years and one day from the day when notice in writing is given by the Carrier to the claimant that the Carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted in accordance with the foregoing provisions, no Carrier hereunder shall be liable.

(c) Any Carrier or party liable on account of loss or damage to any of the Property shall have the full benefit of any insurance that may have been effected upon or on account of the Property so long as this shall not avoid the policies or contracts of insurance; provided that the Carrier reimburses the claimant for the premium paid thereon.

Sec. 3 Except where such service is required as the result of Carrier's negligence, all Property shall be subject to necessary cooerage, packing and repacking at owner's cost.

Sec. 4 (a) Carrier shall have the right to retain possession of any Property transported by it and to take and place the same in storage at the charge and expense of the Shipper, until all tariff rates and charges thereon have been paid in cash, money order or certified check. Nothing herein shall limit the right of Carrier to require, at a time of or before shipment, the prepayment in part or in full or guarantee of the charges.

(b) Property not received by the party entitled to receive it after appropriate notice may be kept in the vehicle, warehouse or place of business of the Carrier, subject to all lawful charges and to Carrier's responsibility as warehouseman only, or at the option of the Carrier, may be removed to and stored in a warehouse at the point of delivery or at other available points at the cost of the owner, and there held without liability on the part of the Carrier, and subject to a lien for all transportation and other lawful charges, including a reasonable charge for storage. In the event the Consignee cannot be found at the address given on the bill of lading for notification, the Carrier shall be discharged from liability upon sending a notice to Shipper showing the warehouse in which such Property has been placed, subject to the provisions of this paragraph.

Sec. 5 (a) Where Carrier is directed to take Property from a place or places at which the Consignor or his agent is not present, the Property shall be at the risk of the owner before loading.

(b) Where Carrier is directed to unload or deliver Property at a place or places at which the Consignee or its agent is not present, the Property shall be at the risk of the owner after unloading or delivery.

Sec. 6 No Carrier will carry or be liable in any way for any documents, specie or for any article of extraordinary value unless a special agreement to do so and the stipulated value of the articles are endorsed hereon.

Sec. 7 Explosives or dangerous goods will not be accepted for shipment. Every party whether principal or agent shipping such goods shall be liable for and indemnify Carrier against all loss or damage caused by such goods and Carrier will not be liable for safe delivery of the shipment.

Sec. 8 The owner or Consignee shall pay the advances, tariff charges, packing and storage, if any, and all other lawful charges accruing on said Property. No Carrier shall deliver or relinquish possession at destination of the Property until all tariff and charges thereon have been paid. Consignor shall also be liable for the advances, tariff charges, packing, storage, and all other lawful charges, except as otherwise agreed in writing. The beneficial owner shall also be liable for all charges due to Carrier where not paid by Consignor or Consignee. If the Consignor or Consignee has given to the Carrier erroneous information as to the identity of the beneficial owner, such Consignor or Consignee shall be liable for such additional charges and any attorney's fees incurred by Carrier as a result of this disclosure. Nothing herein shall limit the right of the Carrier to require, at the time of shipment, the prepayment of the charges. If upon inspection it is ascertained that the articles shipped are not those described herein, the advances or tariff charges must be paid upon the articles actually shipped.

Sec. 9 If this proposal for service and bill of lading is issued on the order of the Shipper or his agent, in exchange or substitution for another proposal for service and bill of lading, the Shipper's signature to the prior proposal for service and bill of lading as to the statement of the value or otherwise or election for common law or bill of lading liability, in or in connection with such prior proposal for service and bill of lading, shall be considered a part of this proposal for service and bill of lading as fully as if the same were written or made in or in connection with this proposal for service and bill of lading.

M.D.T.E. #1

JOYCE MOVING & STORAGE COMPANY, INC.

(continued, **CONTRACT TERMS AND CONDITIONS**)

Sec. 10 Any alteration in this proposal for service and bill of lading made without the special notation hereon of the Carrier shall be without effect, and this document shall be enforceable according to its original tenor.

Sec.11 CREDIT CARDS: Credit Cards are accepted in lieu of cash or certified check for customer convenience, Carrier loses month when customer uses a credit card. Credit Cards cannot be used to negotiate cargo claim, property, damage or final invoice. All credit card transactions will have a signed credit card contract completed (3) days prior to move, otherwise payment becomes C.O.D.

Sec. 12 Carrier is not liable for jewelry, cash, coin collections, stamps, closing documents, check books and keys. These items must be removed prior to move crew entering residence.

SHIPPER SIGNATURE AT ORIGIN  _____ DATE: _____

GENERAL RULES AND REGULATIONS

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

RULE 1 APPLICATION OF TARIFF

This tariff names rates, rules and regulations for the transportation of household goods in whole or in part incident to a move by a householder from one dwelling to another, between points in Massachusetts.

The provisions of this tariff will only apply to the extent of the Carrier's operating authority as issued by the Massachusetts Department of Telecommunications and Energy.

RULE 2 IMPRACTICABLE OPERATION

The Carrier shall not be obliged to perform pick-up or delivery or render any services at a place or places where it is impracticable to operate vehicles because of:

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

RULE 3 PROPERTY SUBJECT TO BILL OF LADING

- (A) Unless otherwise provided, when property is transported subject to the provisions of this tariff, or as amended, the acceptance and the use of the Combined Uniform Household Goods Bill of Lading, as described herein, is required.
- (B) The rates shown herein are reduced rates conditioned upon the use of the Combined Uniform Household Goods Bill of Lading. Consignor, at his option, may elect not to accept the terms of the Uniform Household Goods Bill of Lading. Consignor, and in lieu thereof, to have the carrier transport the Property with Carrier's liability limited only as provided by common law, and the laws of the United States and Commonwealth of Massachusetts insofar as they apply, but subject to the terms and the conditions of the Uniform Household Goods Bill of Lading insofar as such terms and conditions are not inconsistent with such common carrier's liability; the rate charged therefor will be 100% higher than the transportation rate contained in this tariff as would apply for such shipment if offered for transportation at a released value not exceeding sixty (60) cents per pound per article or package including contents thereof.
- (C) Shipper may declare a value in excess of sixty (60) cents per pound per article by paying an additional charge
- (D) When the consignor elect not to accept any of the terms of such bill of lading, he must give notice to the initial carrier of such an election. The initial carrier must indicate the receipt of such notice by writing or stamping thereon a clause signed by the carrier stating:

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

RULE 4 INSPECTION OF ARTICLES

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

RULE 5 DECLARATION OF VALUE

- (A) Shippers are required to state the agreed or declared value of the property on the bill of lading prior to the start of any packing or moving services.
- (B) Valuations shall be declared and stated in dollars and cents per pound per article or lump sum declared values as stated on the bill of lading.
- (C) If shipper declines to declare the value in writing, the shipment will automatically be released at \$1.25 per pound as found in option B, page 4.
- (D) The agreed or declared value shall be deemed to relate to all services undertaken by the carrier or its agents and such agreed and declared value must be entered on the bill of lading and signed by the shipper in his/her own hand.
- (E) Carrier must offer a minimum of two(2) options of declared value, which are consistent with options A, B, and/or C defined on the Combined Uniform Household Goods Bill of Lading and Freight Bill. As found on pages 4 and 5.

RULE 6 IS RESERVED AN INTENTIONALLY LEFT BLANK

RULE 7 PAYMENTS

- (A) The carrier shall have the right to retain possession of any property transported by it and to place the same in storage at the charge and expense of the shipper until all tariff rates and charges thereon have been paid in cash, money order, certified check or bank wire.
- (B) Nothing herein shall limit the right of the carrier to require, at time of or before shipment, the prepayment in part or in full or guarantee of charges.
- (C) Property not received by the party entitled to receive it after notice of the arrival of the property at destination, or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination, or at the time tender of the delivery of the property to the party entitled to receive it or at the address given for delivery has been made, may be kept in vehicle, warehouse or place of business of the carrier, subject to all lawful charges and the carrier's responsibility as warehouseman only, or at the option of the carrier, may be removed to and stored in a warehouse at the point of delivery or at other available points, at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all transportation and other lawful charges, including a reasonable charge for storage. In the event the consignee cannot be found at the address given for delivery, then in the event notice of the placing of such goods in warehouse shall be left at the address given for delivery and mailed to any other address given on the bill of lading for notification, showing the warehouse in which the property has been placed, subject to the provisions of this paragraph.

RULE 8 IMPRACTICAL PICK-UP OR DELIVERY AND AUXILIARY SERVICES

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

RULE 9 WAREHOUSE PICK-UP OR DELIVERY

Except as otherwise provided herein, if shipment is delivered to or picked up at a warehouse, the rates for transportation include only the loading or unloading at door, platform, or other point convenient or accessible to the vehicle.

Exceptions:

- (A) Foreign carrier \$100.00 per vault
- (B) When pallet trailer cannot access destination residence on a delivery out a \$75.00 per vault handling fee out will be invoiced IN LIEU of shuttle charge. This charge offsets warehouse labor to double handle at warehouse.

RULE 10 ARTICLES LIABLE TO CAUSE DAMAGE

- (A) Carrier will not accept for shipment property liable to impregnate, infest or otherwise damage equipment or other property.
- (B) Carrier will not accept for shipment articles, which cannot be taken from the premises without damage to the article or the premises, except, after due notice to the shipper, such articles will be taken at the owner's risk.

RULE 11 PERISHABLE ARTICLES

Carrier will not accept for shipment frozen foods, plants, or other articles requiring special handling or refrigeration except as provided in this rule.

(A) Frozen

1. The food is contained in a freezer which at time of loading is operating at normal deep freeze temperature.
2. The shipment is to be transported not more than 140 miles and/or delivery accomplished twenty-four (24) hours from the time of loading.
3. No storage of shipment is required.
4. No preliminary or enroute servicing by use of dry ice, electricity, or other preservative methods is required of the carrier.

(B) Carrier will not be liable for damages to plants caused by atmospheric conditions or environmental distress.

(C) When such articles are included in the shipment with or without knowledge of the carrier, responsibility for condition or flavor will not be assumed by carrier.

RULE 12 ARTICLES OF EXTRAORDINARY VALUE

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

RULE 13 DANGEROUS ARTICLES NOT ACCEPTED

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

RULE 14 CONSOLIDATED SHIPMENTS

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

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

RULE 15 COMPLETE ARTICLE

Each shipping piece or package and contents thereof shall constitute one article. The total component parts of any article taken apart, or knocked down for handling or loading in a vehicle, shall constitute one article.

RULE 16 REISSUED ITEMS, RULES OR PAGES

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

RULE 17 CLAIMS

- (A) Any claim for loss, damage, or overcharge shall be made in writing within 15 days of the time of delivery, or the time in which delivery should have been made, and shall be accompanied by original paid bill for transportation and original Bill of Lading, if not previously surrendered to carrier. Carrier may require certified or sworn statement of claim.
- (B) Carrier shall be immediately notified of all claims for concealed damage and shall be given reasonable opportunity to inspect alleged concealed damage in original package.
- (C) The carrier's liability shall not exceed the cost of repairing or replacing the property lost or damaged with materials of like kind and quality not exceeding the actual cash value of the property at time and place of loss, with due allowance for depreciation or deterioration howsoever caused, but in no event to exceed the released value declared by the shipper.
- (D) The carrier's liability for goods shall cease when the property has been delivered to and receipted for by the owner, or by the consignee or shipper or the authorized agent of either, except as to damage noted at time of delivery. When the carrier is directed to unload or deliver property (or render any service) at a place or places at which the consignee or its agent is not present, the property shall be at the risk of the owner after unloading or delivery.
- (E) Where the carrier is directed to load property from (or render any services at) a place or places at which the consignor or its agent is not present, the property shall be at the risk of the owner before loading.
- (F) The carrier's liability with regard to sets or matched pieces shall be limited to repair or replacement of the loss or damaged piece or pieces only and shall not extend to repair, replacement or recovering of the entire set, but in no event to exceed the released value declared by shipper.

RULE 18 SERVICING SPECIAL ARTICLES

The transportation rates in this tariff do not include servicing or unservicing articles or appliances such as Refrigerators, Deep Freeze Cabinets, Radios, Record Players, Washing Machines, Television Sets, Video Cassette Recorders (VCR's), Dryers, Microwave Ovens, Computers, Electronic Games, Stereo Equipment, HiFi Equipment, Clocks, Satellite Dishes, Hot Tub Whirlpool Baths, Air Conditioners, and the like which, if not properly serviced, may be damaged in, or incident to, transit, nor is liability assumed for any such damage unless said articles or appliances are serviced and unserviced as provided in (A) or (B) below.

- (A) Upon request of shipper, owner or consignee of the goods, carrier may, subject to (B) below, service and unserviced such articles and appliances at origin and destination for the additional charge provided in Section I, Additional Services. Such servicing and unservicing does not include removal or installation of articles secured to the premises; or plumbing, electrical or carpentry services necessary to disconnect, remove, connect and install such article and appliances.
- (B) If carrier does not possess the qualified personnel to properly service and unserviced such articles or appliances, carrier may upon request of shipper, owner or consignee and as agent for them engage third parties to perform the servicing and unservicing. When third parties are engaged by the carrier to perform any service, the carrier will not assume responsibility for their activities or conduct, amount of their charges, nor for the quality or quantity furnished.
- (C) All charges of the third parties must be paid by the shipper, and are in addition to all other charges in this tariff. Such charges will be advanced by the carrier, and billed as an Advanced Charge as provided in Rule 25 herein.

RULE 18 (continued)

- (D) Except as otherwise specifically provided in this tariff, or as amended, the services covered by this tariff do not include the handling, loading, unloading of any single article weighing 1,000 pounds or more. The extra handling, loading or unloading in every instance must be provided by the shipper, or if the carrier has additional personnel and equipment available such extra services upon request of the shipper may be provided by the carrier at charges as shown in this tariff. When necessary, such articles must be securely braced and blocked, and when such bracing or blocking require material not forming part of the regular equipment of the vehicle, or extra labor, such material and labor must be furnished by the shipper.

RULE 19 MARKING AND PACKING

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

RULE 20 FURNISHING HELPERS

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

RULE 21 SHIPMENTS ACCEPTED

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

RULE 22 HOISTING OR LOWERING

Hoisting or lowering service will be performed only at points where carrier possesses necessary equipment and experienced personnel to perform such service, weather conditions permitting. Otherwise, upon request of shipper, consignee or owner of the goods, the carrier as agent of and for and in behalf of the shipper, consignee or owner, will endeavor to arrange for qualified service, if available, at the expense of the shipper or consignee or owner of the goods. In such instances, the carrier will not be responsible for damage to shipment or property. (See Item 146)

RULE 23 DISPOSITION OF FRACTIONS

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

RULE 24 EXPLANATION OF HOLIDAYS

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

New Year's Day (January 1)

Washington's Birthday (3rd Monday in February)

Memorial Day (Last Monday in May)

Independence Day (July 4th)

Labor Day (1st Monday in September)

Columbus Day (2nd Monday in October)

Veteran's Day (4th Monday in October)

Thanksgiving Day (4th Thursday in Nov)

Christmas Day (December 25th)

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

RULE 25 ADVANCED CHARGES

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

When carrier engages the services of third persons at the request of and as agent for the shipper, carrier will not assume responsibility for their activities or conduct, amount of their charges, nor for the quality of the service furnished.

RULE 26 DISASSEMBLY AND REASSEMBLY

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

RULE 27 WRITTEN ESTIMATES/QUOTATIONS

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

NOTE 1: Estimate must be in writing and signed by carrier

NOTE 2: Movement must commence within 60 days of date estimate is provided.

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

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

RULE 28 BINDING ESTIMATE

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

NOTE 1: Estimate must be in writing and signed by carrier and shipper.

NOTE 2: Movement must commence within 60 days of date estimate is provided.

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

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

GENERAL RULES – TIME BASIS

This Section applies on shipments where distance between points of origin and point of destination is twenty (20) miles or less, as determined by the www.TruckMiles.com.

NOTE: Shipments going to or from warehouse will not apply. See Transportation to and From Warehouse, Page 34.

RULE 29 COMPUTING TIME

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

Charges based on time shall be computed by multiplying the hourly rate by the time involved.

Unless otherwise provided, fractions of an hour will be disposed of as follows:

- Where the time involved is less than 15 minutes, one quarter-hour.
- When in excess of 15 minutes, but not more than thirty (30) minutes, charge one half-hour
- When in excess of 30 minutes, but not more than forty-five (45) minutes, charge for three-quarters of an hour.
- When in excess of 45 minutes charge for one hour.
- Minimum of (1) Hour Travel Time

RULE 30 USE OF VEHICLE AND DRIVER

Carrier will not supply vehicle without driver.

RULE 31 TIME

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

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

RULE 32 EIGHT HOUR MINIMUM AND OTHER EXCEPTIONS ON HOURLY JOBS

(A) The hourly rates will be subject to an eight (8) hour minimum charge in addition to the applicable charge for travel time.

(B) Applies within 200-mile radius of Boston.

(C) Customer responsible for all parking fines.

(D) Metro Boston Fee \$305.00 (within 25 miles of Boston)

(E) Client is responsible for reimbursement of Parking Permits.

GENERAL RULES – WEIGHT BASIS

Applicable in connection with weight/mileage rates in excess of 20 miles from point of origin to point of destination or transportation from or to warehouse.

RULE 33 COMPUTATION OF CHARGES (WEIGHT BASIS)

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

When a shipment is transported a distance in excess of that shown in the rate tables, charges shall be computed as follows:

- (A) First find the rate in the applicable weight column for the greatest distance shown in the applicable table of rates.
- (B) Add to the above rate, \$.50 for each additional 100 miles or fraction thereof in excess of the distance shown in the rate table to obtain per one hundred (100) pound rate applicable on the shipment.

RULE 34 MINIMUM CHARGE

Except as may be otherwise specifically provided for in this tariff, or as amended, a shipment weighing less than 4,000 pounds shall be accepted only at a weight of 4,000 pounds and at the applicable rate shown for 4,000 pounds. **No weight tickets are required.**

RULE 35 WAITING OR DELAY

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

RULE 36 ALTERNATE CHARGES

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

RULE 37 BASIS OF WEIGHT

- (A) The tare weight of each vehicle used in the transportation of household goods shall be determined by having it weighed prior to the transportation of each shipment, without the crew thereon, by a certified weighmaster or on a certified scale, and when so weighed, the fuel tank on each such vehicle shall be full and the vehicle shall contain all blankets, pads, chains, dollies, hand trucks, and other equipment needed in the transportation of such shipment. Each carrier shall retain in the vehicle, subject to inspection, a weighmaster's certificate or weight ticket as to each such vehicle showing the tare weight, the date weighed, and a list of such equipment.
- (B) After the vehicle has been loaded, it shall be weighed, without the crew thereon, prior to delivery of the shipment and the net weight shall be determined by deducting the tare weight from the loaded weight, except that in instances where no adequate scale is located at origin or at any point within a radius of 10 miles thereof, a constructive weight, based on seven pounds per cubic foot or properly loaded van space, may be used. The gross weight, tare weight, and net weight, or the constructive weight, shall be shown on the bill of lading.

RULE 37, BASIS OF WEIGHT, continued

- (C) In the transportation of part loads, this rule shall apply in all respects, except that the gross weight of a vehicle containing one or more-part loads may be used as the tare weight of such vehicle as to part loads subsequently loaded thereon, and part load for any one shipper, not exceeding 1,000 pounds may be weighed on a certified scale prior to being loaded on a vehicle, such part load to be accompanied by a weight ticket evidencing such weights.
- (D) All tare, gross, actual or constructive weights shall be properly certified to by the person or persons, who ascertained such weights.

RULE 38 (A) EXPEDITED SERVICE:

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

BILL OF LADING AND TO BE MARKED OR STAMPED:

EXPEDITED SERVICE ORDERED BY SHIPPER

SHIPMENT MOVING AT WEIGHT OF _____ POUNDS

ACTUAL WEIGHT _____ POUNDS

DELIVERY (TENDER) ON OR BEFORE _____ (DATE)

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

(B) COMPLETE OCCUPANCY OF VEHICLE

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

BILL OF LADING TO BE MARKED OR STAMPED:

COMPLETE OCCUPANCY OF VEHICLE

SHIPMENT MOVING AT WEIGHT OF _____ POUNDS

ACTUAL WEIGHT _____ POUNDS

(C) EXCLUSIVE USE OF A VEHICLE

1. Subject to the availability of equipment, a shipper may order Exclusive use of a Vehicle of specific cubic capacity, for transportation of a shipment. Transportation charges shall be based on actual weight subject to minimum charges as follows:
 - (a) 1,000 cubic feet or 7,000 pounds
 - (b) If the capacity of the vehicle ordered is in excess of 1,000 cubic feet, the minimum charge shall be based on 7 pounds per cubic feet of total vehicle space ordered.
2. If at time for loading such shipment, carrier does not have available a vehicle of capacity ordered, carrier may substitute a vehicle or vehicles of an equivalent or greater capacity and transportation charges and minimum therefor shall be the same as would apply had carrier furnished a vehicle of the capacity ordered. (See Paragraph (E) of this Rule)

BILL OF LADING TO BE MARKED OR STAMPED:

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

(D) SPACE RESERVATION FOR A PORTION OF VEHICLE

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

300 cu. ft. or less..... 2,100 pounds
More than 300 cu. ft. 700 pounds per 100 cu. ft. unit ordered

BILL OF LADING TO BE MARKED OR STAMPED

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

(E) DISPLAY OF VAN SPACE:

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

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

RULE 39 MILEAGE AND INTERMEDIATE APPLICATION

- (A) Except as otherwise provided herein, where travel time rates are based on mileage, the distance, or mileage shall be that shown on www.TruckMiles.com, supplements thereto or successive issues thereof.
- (B) If the shipper requests a longer route than the shortest practical route as shown on www.TruckMiles.com, the mileage over the longer route as shown therein will apply.
- (C) If mileages are not shown from any point of origin or to any point of destination on www.TruckMiles.com, the rate shown for the mileage from or to the principal town in which each community is located shall apply.
- (D) If transportation rates are not shown herein for the actual distance provide on www.TruckMiles.com, the rate shown for the next greater distance shall apply.

RULE 40 EXTRA PICK-UP OR DELIVERY

Subject to Rule 15, portions of a shipment may be picked up or delivered at one or more places of origin, destination, or enroute. Charges will be for total weight of entire shipment for total distance via points of pick-up or delivery or both from first point of pick-up to final point of delivery, plus additional service charges applicable to each portion of the shipment. The total charges for picked up or delivered portions shall not, in any case, exceed the total charges as would apply if computed to each portion as a separate shipment (See item 144).

ADDITIONAL SERVICES

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

ITEM 110 PACKING SERVICES

1. Rates include packing, the use of packing containers and materials, and unpacking. No additional hourly rates shall be charged for the personnel performing such services.
2. Packing rates include only the packing service of carrier furnished containers.
3. Unpacking includes unpacking service of containers furnished and packed by carrier and disposal of such containers and materials if requested by consignee. Unpacking service, if ordered, must be performed at the time of delivery unless consignee requests otherwise. If consignee requests that unpacking of carrier packed items be performed subsequent to the time of delivery, the carrier's hourly labor rates will apply.
4. Rates shown apply to regular time packing and unpacking. Rates will increase by an additional 20% when packing or unpacking service is performed between the hours of 5:00 PM and 8:00 AM Monday thru Friday or anytime on Saturday. Rates will increase by an additional 40% if packing or unpacking service is performed on holidays (see Rule 24) or Sundays.

NOTE 1: Cubical content must be shown on all cartons

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

M.D.T.E. #1

JOYCE MOVING & STORAGE COMPANY, INC.

ITEM 110 (continued, A and B)

**PACKING AND UNPACKING
(FULL CUSTOM PACK)**

EXHIBIT A

	<u>CONTAINERS</u>	<u>PACK</u>	<u>UNPACK</u>
DISHPACK, Each	\$20.50	\$38.00	\$12.35
BARRELS: (Barrel, dish pack, or specially designed containers, of not less than 5 cu. ft. capacity, for use in unpacking glassware, chinaware, bric-a-brac, table lamps or similar fragile articles)			
CARTONS:			
BOOK: Less than 3 cu.ft. (Not < 200 lbs Test), Each	\$ 4.20	\$ 7.25	\$ 4.30
MEDIUM: 3 cu.ft. (Not < 200 lbs Test), Each	\$ 5.60	\$10.70	\$ 5.90
LARGE: 4.5 cu.ft. (Not < 200 lbs Test), Each	\$ 6.50	\$12.85	\$ 6.85
X-LARGE: 6 cu.ft. (Not < 200 lbs Test), Each	\$ 7.35	\$14.30	\$ 7.60
Wardrobe Carton (Not < 10 cu.ft.), Each	\$12.80	\$ 8.00	\$ 3.55
Crib Mattress Carton, Each	\$ 5.30	\$ 6.65	\$ 3.95
SINGLE Mattress Carton (Not exceeding 39"x75"), Each	\$ 8.80	\$ 7.60	\$ 4.60
DOUBLE Mattress Carton (Not exceeding 54"x75"), Each	\$10.65	\$ 7.60	\$ 4.60
KING/QUEEN Mattress Carton (Exceeding 54"x75"), Each	\$16.95	\$11.60	\$ 6.30
SPLIT KING Mattress Carton, Each	\$12.00	\$ 7.60	\$11.45
CORREGATED CONTAINERS:	\$18.75	\$28.75	\$11.45
Specially designed or constructed for mirrors, paintings, Glass or marble tops and similar fragile articles, Each			
CRATES AND CONTAINERS:		\$20.00	\$ 4.00
(Other than corrugated specially designed or constructed for mirrors, paintings, glass or marble tops and similar fragile articles.)			
Gross measurement of crate of container, Cu.Ft or frac. Thereof			
Minimum charge per crate or container, Each		\$75.00	\$25.00

M.D.T.E. #1

JOYCE MOVING & STORAGE COMPANY, INC.

ITEM 110 (continued, A and B)

CONTAINER CHARGE AS A REPLACEMENT FOR HOURLY PACK JOBS

LOCAL RATES APPLY FOR PACKING LABOR: Rates include use of materials: (i.e., tape, paper, and protection for packed items):

EXHIBIT B

<u>CONTAINER</u>	<u>UNIT PRICE</u>
Dish Pack	\$29.00
1.5 cu. ft	\$ 6.80
3.1 cu. ft.	\$10.80
4.5 cu.ft.	\$13.20
6.0 cu. ft.	\$15.65
Wardrobe	\$14.00
Mirror Carton	
Medium 2 Piece	\$26.00
Extra Large 4 Pieces	\$26.00
Mattress	
Crib	\$ 8.00
Twin	\$11.00
Double	\$13.00
Queen/King	\$20.00
Long Mattress	\$25.00
Mattress Bag	N/A
Lamp Box	\$20.00
Flat Screen TV Carton	\$175.00
Wooden Crate Minimum Cube _____	\$20.00 per cu.ft.

M.D.T.E. #1

JOYCE MOVING & STORAGE COMPANY, INC.

ITEM 120**LABOR CHARGES**

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

ITEM 141**APPLIANCE SERVICE**

Household appliances or other articles (such as washers, dryers, refrigerators, freezers, etc.) requiring special servicing for safe transportation:

(Subject to request of the shipper, owner, or consignee, and provisions of Rule 18)

CARRIER SERVICING at origin:

First Article	Per Article	\$50.00
Each Additional Article	Per Article	\$40.00

CARRIER SERVICING at destination:

First Article	Per Article	\$50.00
Each Additional Article	Per Article	\$40.00

ITEM 144**EXTRA PICK-UP OR DELIVERY** (This item applies to weight basis moves only)

Carrier will stop at one or more places necessary for making additional pick-up(s) after the first pick-up, or additional delivery(s) made prior to the final delivery subject to Rule 40.

PER STOP \$150.00

ITEM 146**HOISTING AND LOWERING**

Hoisting or lowering, as required when height of building is:

5 Stories or less	Flat Charge	\$100.00
6 Stories or more	Flat Charge	\$150.00

Applies each time services are rendered

Applies in connection with Rule 22.

NOTE 1: Does not apply when third parties are used

NOTE 2: For use of carrier's manual handling (blue rigging) equipment only.

Does not include labor. See Item 120 for labor charges.

ITEM 147**PIANO OR ORGAN CARRY CHARGES**

1 st Floor to 1 st Floor	Flat Charge	\$150.00
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Other than 1 st Floor to 1 st Floor	Flat Charge	\$100.00
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NOTE 1: Applies once per shipment for each

Piano or Organ

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

M.D.T.E. #1

JOYCE MOVING & STORAGE COMPANY, INC.

ITEM 170 HANDLING SHIPMENTS NOT ADJACENT TO VEHICLES

(Involved in pickup or delivery)

(This Item applies to weight basis moves only)

1. Elevator, Stair and Excessive Distance Carry Charges are subject to notes below as applicable.
2. These charges as shown in the rate schedules below, apply at point where the actual services are performed.
3. See participating carrier table for application of rate schedules below.

RATES PER CWT
(In dollars and cents)

ELEVATORS

\$ 3.00

Subject to Notes 1-6 & 8

Where pick-up or delivery involves use of adequate

Elevator service up or down one or more flights

(See Note 6), a charge will be assessed, vis.:

One or more flights at origin or destination

(See Notes 3-5)

STAIRS

\$ 3.00

INSIDE A BUILDING, (Subject to Notes 1, 2, 5, 6, 8)

Where pick-up or delivery involves carriage up or down one

or more flights of stairs (See Note 6), a charge will be assessed, vis.:

Per each flight at origin or destination

STAIRS

\$ 3.00

OUTSIDE A BUILDING, (Subject to Notes 2, 7, 9)

Where pick-up or delivery involves carriage up or down one

or more flights of stairs (See Note 7), a charge will be assessed, vis.:

Per each flight at origin or destination

EXCESSIVE DISTANCE

\$ 3.00

(Subject to Notes 2, 8, 9)

Where Pick-up or delivery involves one or more extra carries

(See Note 9), a charge will be assessed vis.:

Per each extra carry at origin or destination

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

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

(continued)

ITEM 170 HANDLING SHIPMENTS NOT ADJACENT TO VEHICLES

(Involved in pickup or delivery)

(This Item applies to weight basis moves only)

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

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

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

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

NOTE 5: When inside stairs and elevator are both available, charge will be based on the method that results in the lower cost to the shipper.

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

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

- 1 - 7 steps incl. – no flight charge will apply
- 8 - 17 steps incl. – 1 flight
- 18 - 37 steps incl. – 2 flights
- 38 - 57 steps incl. – 3 flights
- 58 - 77 steps incl. – 4 flights
- 78 - 97 steps incl. – 5 flights

Each additional flight shall consist of 17 steps or fraction thereof. If the total number of steps is less than 8, then no flight carry charge will apply and the provisions of Note 8 of this Item, as it pertains to the minimum charge for stair carry, will not apply.

(continued)

ITEM 170 HANDLING SHIPMENTS NOT ADJACENT TO VEHICLES

(Involved in pickup or delivery)

(This Item applies to weight basis moves only)

NOTE 8: The minimum charges for Elevators, Stairs, and Excessive Distance Carry Charges, shall be based on 1,000 pounds times carrier's applicable rate.

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

EXAMPLE:

Delivery of an 800 pound shipment requires an extra carry of 50 feet (1 carry) and a stair carry up one flight. The charge would be computed as follows:

Excessive Distance: 1 carry X \$3.00 cwt X 1,000 lbs	\$ 30.00
Stair Carry: 1 carry X \$3.00 cwt X 1,000 lbs	\$ 30.00
Minimum Charge for Excessive Distance	\$ 30.00
Minimum Charge for Stair Carry	\$ 30.00
Total Item 170 Charges	\$ 60.00

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

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

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

M.D.T.E. #1

JOYCE MOVING & STORAGE COMPANY, INC.

(continued)

ITEM 170**HANDLING SHIPMENTS NOT ADJACENT TO VEHICLES****(Involved in pickup or delivery)****(This Item applies to weight basis moves only)**

NOTE 10: The following flight carry and elevator charges will apply for PIANOS, ORGANS AND HARPSICHORDS:

FLIGHT CARRY CHARGE – INSIDE A BUILDING OR HOUSE:

First Flight (See Note 6)	\$50.00
Each Additional Flight	\$40.00

FLIGHT CARRY CHARGE – OUTSIDE A BUILDING OR HOUSE:

First Flight (See Note 7)	\$75.00
Each Additional Flight	\$40.00

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

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

ITEM 174**BULKY ARTICLES, LOADING AND UNLOADING CHARGES:****(This Item applies to weight basis moves only)**

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

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

Rate per each (in dollars and cents)	\$200.00
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MOTORCYCLES; MOTORBIKES; GO-CARTS; THREE OR FOUR-WHEEL ALL TERRAIN CYCLES; RIDING MOWERS or TRACTORS (less than 25 Horsepower); SNOW MOBILES; MOTORIZED GOLF CARTS; JET SKIS; TRAILERS, INCLUDING UTILITY AND POP-UP TRAILERS less than 14 feet in length; AND CANOES, SKIFFS, ROWBOATS, DINGHIES, SCULLS AND KAYAKS less than 14 feet in length (mounted or unmounted on trailers). Excluding toys and articles capable of being conveniently hand carried by one person and/or transported in standard cartons.

Rate per each (in dollars and cents)	\$150.00
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M.D.T.E. #1

JOYCE MOVING & STORAGE COMPANY, INC.

(continued)

ITEM 174 BULKY ARTICLES, LOADING AND UNLOADING CHARGES:
(This Item applies to weight basis moves only)

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

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

Rate per each (in dollars and cents)	\$250.00
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TRAILERS, INCLUDING UTILITY AND POP-UP TRAILERS, 14 ft or over in length (except boat trailers, travel camper trailers/mini-mobile homes, See Weight Additives in this Item)

Rate per each (in dollars and cents)	\$150.00
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CAMPERS OR CAMPER SHELLS MOUNTED on pickup trucks, apply above classifications for trucks, pickup with campers or camper shells mounted thereon (except travel camper trailers/mini-mobile homes, See Weight Additives in this Item)

CAMPER OR CAMPER SHELLS, NOT MOUNTED on pickup trucks (See Weight Additives in this item).

Rate per each (in dollars and cents)	\$150.00
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PLAYHOUSES ,TOOL SHEDS, UTILITY SHEDS; ANIMAL HOUSES/KENNELS; DOLL HOUSES; BATH OR HOT TUBS; SPAS; WHIRLPOOL BATHS; JACUZZIS (transported set-up, not dismantled; excluding articles capable of being conveniently hand carried by one person and /or transported in standard cartons)

Rate per each (in dollar and cents)	\$150.00
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SATELLITE TELEVISION/RADIO RECEIVING DISCS/DISHES, LARGE SCREEN TELEVISION 40 inches or more, including mounts, stands, and accessorial equipment

Rate per each (in dollar and cents)	\$150.00
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GRANDFATHER CLOCKS OR GRANDMOTHER CLOCKS (transported, set-up, not dismantled)

Rate per each (in dollar and cents)	\$ 95.00
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(continued)

ITEM 174 BULKY ARTICLES, LOADING AND UNLOADING CHARGES:
(This Item applies to weight basis moves only)

LIGHT AND BULKY ARTICLE CLASSIFICATIONS

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

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

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

BOATS AND SAILBOATS 14 feet and over in length: 2,500 pounds

BOAT TRAILERS; any length: 1,600 pounds

TRAVEL CAMPER TRAILERS/MINI-MOBILE HOMES (other than utility and pop-up trailers;
CAMPERS (excluding camper shells) NOT MOUNTED ON TRUCKS; OR HORSE TRAILERS:
7,000 pounds

(continued)

ITEM 174 BULKY ARTICLES, LOADING AND UNLOADING CHARGES:
(This Item applies to weight basis moves only)

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

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

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

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

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

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

ITEM 180 WAITING TIME

Not the fault of the carrier, per vehicle

(See Notes 1, 2 and 3)

(This Item applies to weight basis moves only)

For charges see Carrier's hourly rates for vehicle and driver.

NOTE 1: Unless otherwise provided by agreement, loading and unloading will be performed between the hours of 8:00 AM and 5:00 PM, and waiting time will be applicable only between these hours, subject to the following allowable free waiting time:

When shipment is traveling 21 miles or over, one (1) hour free waiting time will be allowed. At expiration of the free waiting time, additional time will be subject to carrier's convenience.

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

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

ITEM 190 AUXILIARY SERVICE

(This Item applies to weight basis moves only)

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

Per additional vehicle and driver, See TIME BASIS RATES SECTION

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

ITEM 200 OVERTIME LOADING AND UNLOADING

(See Notes 1, 2, and 3)

(This Item applies to weight basis moves only)

An additional charge for each overtime loading or each overtime unloading will be \$3.50 per hundred pounds.

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

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

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

NOTE 3: This Item will apply during:

(A) Between 5:00 PM and 8:00 AM except Saturday, Sunday and Holidays (See Rule 24)

(B) During any hour on Saturday or Sunday.

(C) During any hour on all officially declared National and State Holidays (See Rule 24)

ITEM 210 CHARGES TO OR FROM THE ISLANDS OF MARTHA'S VINEYARD AND NANTUCKET, MASSACHUSETTS (See Notes 1 and 2)

BETWEEN: Woods Hole, MA and:	PER	RATE
Martha's Vineyard Island	100 pounds	\$ 4.50
Nantucket Island	100 pounds	\$ 6.50

NOTE 1: A minimum charge of \$500.00 will apply on shipments transported to or from Islands named

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

ITEM 230 REWEIGHING CHARGE
(This Item applies to weight basis moves only.)

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

Per Reweigh	\$150.00
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JOYCE MOVING & STORAGE COMPANY, INC.
TIME BASIS TRANSPORTATION RATES

Transportation rates covering movements of household goods and related articles as described in Rule 1, crated, uncrated or in containers, on an hourly basis up to and including 20 miles from point(s) of origin to point(s) of destination.

REGULAR TIME RATES

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

OVERTIME RATES

Overtime rates apply when service is requested by the shipper to be performed on weekdays (Monday – Friday) between the hours of 5:00 PM and 8:00 AM, and all Saturday and Sundays.

HOLIDAY RATES

Holiday rates apply when service is requested by the shipper to be performed during any hour on the holidays as set forth in Rule 24.

TRAVEL TIME

An additional charge of the actual bill of lading hours shall be assessed for each vehicle and driver, helper, and supervisor to cover their Travel Time. Such a charge shall not be applied more than once during any one day to the same shipper for the same vehicle and driver, helpers, or supervisors. Travel Time Charges shall be calculated based upon one-way mileage, origin to destination subject to the site www.TruckMiles.com as follows:

0 - 20 Miles	½ hour
21 – 50 Miles	1 hour

TRANSPORTATION RATES**SECTION I – TIME BASIS**

Hourly Rates:

Household Goods	<u>Regular</u>	<u>Overtime</u>	<u>Holiday</u>
Vehicle & Driver	\$95.00	\$115.00	\$135.00
Helper	\$47.50	\$ 60.00	\$ 75.00
Supervisor	\$60.00	\$ 75.00	\$ 90.00

SECTION II – Warehouse Pickup or Delivery

On Shipments up to and including 20 miles:

(Over 20 miles, apply weight/mileage rates contained in this tariff)

Rates in this section apply to each warehouse pickup, and again at time of delivery.

\$75.00 Per Vault, Storage

\$75.00 PER Vault, Warehouse Handling (In and Out)

\$100.00 Per Vault, Foreign Carrier Access

(continued)

TRANSPORTATION RATES**SECTION III – WEIGHT BASIS**

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

WEIGHT-DISTANCE TRANSPORTATION RATES
SHIPMENT WEIGHING POUNDS

Miles	500 - 999	to Break Point	1,000 - 1,999	to Break Point	2,000 - 3,999	to Break Point	4,000 7,999	to Break Point	8,000 - 11,999	to Break Point	12,000 - 15,999	to Break Point	16,000 and Over
40-50	\$117.90	684	\$80.60	1653	\$66.60	3346	\$55.70	6859	\$44.75	10694	\$42.55	15230	\$40.50
51-60	\$120.60	682	\$82.15	1634	\$67.10	3372	\$56.55	6855	\$48.45	10725	\$43.30	15151	\$41.00
61-70	\$121.30	688	\$83.45	1623	\$67.70	3359	\$56.85	6931	\$49.25	10733	\$44.05	15438	\$42.50
71-80	\$122.65	687	\$84.20	1624	\$68.35	3357	\$57.35	6947	\$49.80	10699	\$44.40	15334	\$42.55
81-90	\$124.10	685	\$84.95	1634	\$69.40	3343	\$58.00	7014	\$50.85	10526	\$44.60	15391	\$42.90
91-100	\$125.10	686	\$85.75	1626	\$69.70	3355	\$58.45	7029	\$51.35	10540	\$45.10	15397	\$43.40
101-110	\$125.95	687	\$86.50	1617	\$69.90	3388	\$59.20	7014	\$51.90	10509	\$45.45	15508	\$44.05
111-120	\$127.10	687	\$87.20	1619	\$70.55	3402	\$60.00	6947	\$52.10	10538	\$45.75	15546	\$44.45
121-130	\$128.25	684	\$87.70	1626	\$71.30	3411	\$60.80	6941	\$52.75	10488	\$46.10	15497	\$44.65
131-140	\$128.80	688	\$88.50	1628	\$72.00	3392	\$61.05	7005	\$53.45	10474	\$46.65	15469	\$45.10
141-150	\$129.85	684	\$88.70	1642	\$72.80	3440	\$62.60	6870	\$53.75	10494	\$47.00	15388	\$45.20
151-160	\$131.30	683	\$89.65	1632	\$73.15	3454	\$63.15	6879	\$54.30	10498	\$47.50	15411	\$45.75
161-170	\$132.35	684	\$90.45	1635	\$73.90	3424	\$63.25	6925	\$54.75	10466	\$47.75	15531	\$46.35
171-180	\$133.80	685	\$91.60	1630	\$74.65	3427	\$63.95	6950	\$55.55	10380	\$48.05	15518	\$46.60
181-190	\$134.80	684	\$92.10	1630	\$75.05	3420	\$64.15	6953	\$55.75	10429	\$48.45	15439	\$46.75
191-200	\$135.65	687	\$93.10	1626	\$75.65	3400	\$64.30	6955	\$55.90	10433	\$48.60	15474	\$47.00
201-220	\$136.95	684	\$93.65	1621	\$75.90	3426	\$65.00	6960	\$56.55	10451	\$49.25	15432	\$47.50
221-240	\$138.35	686	\$94.80	1626	\$77.05	3378	\$65.05	6992	\$56.85	10523	\$49.85	15326	\$47.75
241-260	\$139.05	691	\$95.95	1620	\$77.70	3352	\$65.10	7005	\$57.00	10864	\$51.60	14900	\$48.05
261-280	\$140.25	690	\$96.70	1617	\$78.15	3345	\$65.35	6991	\$57.10	10950	\$52.10	14880	\$48.45
281-300	\$142.10	686	\$97.45	1609	\$78.35	3360	\$65.80	6973	\$57.35	10986	\$52.50	14812	\$48.60
301-320	\$142.90	688	\$98.25	1600	\$78.60	3372	\$66.25	7004	\$58.00	10945	\$52.90	15123	\$50.00
321-340	\$144.00	690	\$99.25	1591	\$78.95	3367	\$66.45	7025	\$58.35	11096	\$53.95	15274	\$51.50
341-360	\$144.70	696	\$100.70	1574	\$79.25	3362	\$66.60	7022	\$58.45	11241	\$54.75	15285	\$52.30
361-380	\$146.15	693	\$101.20	1569	\$79.35	3368	\$66.80	7054	\$58.90	11328	\$55.60	15382	\$53.45
381-400	\$146.40	695	\$101.70	1564	\$79.50	3377	\$67.10	7059	\$59.20	11463	\$56.55	15364	\$54.30
401-420	\$147.60	695	\$102.55	1554	\$79.65	3380	\$67.30	7157	\$60.20	11383	\$57.10	15580	\$55.60
421-440	\$148.50	696	\$103.35	1544	\$79.75	3384	\$67.45	7224	\$60.90	11508	\$58.40	15480	\$56.50
441-460	\$148.85	708	\$105.30	1520	\$80.00	3388	\$67.75	7375	\$62.45	11597	\$60.35	15232	\$57.45
461-480	\$150.00	705	\$105.75	1518	\$80.25	3387	\$67.95	7400	\$62.85	11609	\$60.80	15500	\$58.90
481-500	\$150.40	705	\$105.95	1517	\$80.35	3393	\$68.15	7425	\$63.25	11555	\$60.90	15580	\$59.30

JOYCE MOVING AND STORAGE COMPANY, INC. HAS A 4,000 POUND MINIMUM

FULL REPLACEMENT VALUATION CHARGES

This valuation program entitles the carrier to repair, replace or reimburse the shipper for loss or damage based on the replacement value of the lost or damaged article but the carrier's maximum liability shall not exceed the released or declared value on the shipment or the full cost of repair to the lost or damaged article, whichever is less. A minimum value declared by the shipper of \$4.00 per pound of the total shipment as per the table below is required for this option. Carrier's maximum liability and the charges for this valuation program shall be as specified below:

IF \$4.00 TIMES THE WEIGHT OR THE LUMP SUM AMOUNT IS:	THEN THE MAXIMUM VALUATION IS:	VALUATION CHARGE (IN DOLLARS)
\$0 - 5,000	\$5,000	\$90
\$5,001 - 10,000	\$10,000	\$135
\$10,001 - 15,000	\$15,000	\$165
\$15,001 - 20,000	\$20,000	\$190
\$20,001 - 25,000	\$25,000	\$225
\$25,001 - 30,000	\$30,000	\$271
\$30,001 - 35,000	\$35,000	\$315
\$35,001 - 40,000	\$40,000	\$360
\$40,001 - 50,000	\$50,000	\$396
\$50,001 - 60,000	\$60,000	\$462
\$60,001 - 75,000	\$75,000	\$529
\$75,001 - 100,000	\$100,000	\$653
\$100,001 - 125,000	\$125,000	\$800
\$125,001 - 150,000	\$150,000	\$854
\$150,001 - 175,000	\$175,000	\$980
\$175,001 - 200,000	\$200,000	\$1,125
\$200,001 - 225,000	\$225,000	\$1,275
\$225,001 - 250,000	\$250,000	\$1,425
\$250,001 +		SEE NOTE A

NOTE A:

The charge for valuation in excess of \$250,000 will be the charge for the first \$250,000 plus \$0.60 for each \$100, or fraction thereof, in excess of \$250,000.

NOTE B:

When this valuation program applies to a shipment that includes one(1) or more motor vehicles (automobile, van, pickup trucks, or sports utility vehicles), the carrier's maximum liability for the vehicles shall be either (1) the value stated in the current issue of the National Automobile Dealers Association (N.A.D.A.) Official Used Car Guide (the "Guide") for such vehicle(s), adjusted for mileage and other factors considered in the Guide, or (2) the appraised value of the vehicle(s), whichever is less.