

Applicability of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate household Goods moved by Kevin's Moving Service. These services are furnished all over Massachusetts.

SECTION 1

1.0 Transportation Charges

Transportation Charges include the hourly rates as listed below.

1.1 Hourly Rates and Charges

Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out below plus actual travel time. The clock starts at the appropriate hourly rate when the movers arrive at your house.

Number of Movers Hourly Rate

Two Men and a Truck \$100.00

Three Men and a Truck \$100.00

Each Additional Man \$25.00 per man/per hour

1.2 Office Hours / Minimum Hourly Charges:

Kevin's Moving Service will operate Monday – Friday, 8:00 am – 8:00 pm and Saturday from 8:00am – 4:00pm. Sunday closed.

Monday- Saturday Four-Hour Minimum Charge

After the minimum hourly charge, the hourly rates are calculated in half hour increments. Any interim charge is rounded up to the next half hour increment. Hourly rates are the same, Six days a week, 24 hours a day, in every season of the year. Customers are not charged an additional fee for overtime labor.

SECTION 2

2.0 ADDITIONAL SERVICES

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items:

2.1 Bulky Article Charges (per item)**2.2 Elevator or Stair Carry**

Kevin's Moving Service does not charge an additional fee for elevator or stair carry, except as Specified in Section 2.1 above.

2.3 Excessive Distance or Long Carry Charges

Kevin's Moving Service does not charge an additional fee for carrying articles an excessive distance to or from the motor vehicle.

2.4 Pick Up and Delivery

Kevin's Moving Service does not charge an additional fee for making additional pick-ups or deliveries after the initial stop.

2.5 Packing and Unpacking

2.5.1 Kevin's Moving Service does not pack or unpack.

2.5.2 Kevin's Moving Service reserves the right to decline any moves consisting of extremely large or fragile items. Boxes containing fragile or breakable items must be properly labeled.

2.6 Piano Charges

Kevin's Moving Service will not move pianos.

2.7 Articles, Special Servicing

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, and similar articles.

2.8 Waiting Time

The customer is charged the rates specified in Section 1 for all waiting time or delays which are not the fault of Kevin's Moving Service.

SECTION 3

3.0 RULES AND REGULATIONS

3.1 Claims

3.1.1 All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading.

3.1.2 Claimant must notify carrier of all claims for concealed damage within 30 days of the move. Kevin's Moving Service must be given reasonable opportunity to inspect damaged items.

3.1.3 Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, Kevin's Moving Service reserves the right to repair the damage(s) in question to working condition. If we determine that damages cannot be repaired, we reserve the right to either replace or compensate (actual cash value) for the damage. If there is damage, notify Kevin's Moving Service immediately. They will complete a Damage Report. If you discover damage after the move, call the office within 30 days of your move. No damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Release of Liability acknowledging this.

3.2 Computing Charges

Kevin's Moving Service rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1.

3.3 Governing Publications

Kevin's Moving service rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the Massachusetts Public Service Commission.

3.4 Items of Particular Value

Kevin's Moving service does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. Kevin's Moving Service will not accept responsibility for safe delivery of such articles if they come into Kevin's Moving Service possession with or without Kevin's Moving Service knowledge.

3.5 Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of Kevin's Moving Service Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

3.6 Delays

Kevin's Moving service shall not be liable for any delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.

SECTION 4

4.1 Payments

PAYMENTS

(A) The carrier will not deliver or relinquish possession of any property transported by it until all tariff rates and charges thereon have been paid in cash, except where other satisfactory arrangements have been made between the carrier and the consignor or consignee.

(B) A finance charge of 1% per month will apply to payments made after thirty (30) days from date of invoice.

4.2 LIMITATION OF LIABILITY ON READY TO ASSEMBLE FURNITURE

MADE FROM PRESS BOARD, PARTICLE BOARD, AND ENGINEERED WOOD

(A) Ready to Assemble Furniture is defined as meaning furniture manufactured from press board, particle board, engineered wood or similar materials which is shipped from the manufacturer in a knocked down (KD) or knocked down flat (KDF) condition to be assembled by the retail store, reseller, or end-user. Most is not designed with the extra wood structural pieces to adequately brace the unit for movement out of or into a residence, and may not withstand the normal truck vibration, even in air-ride trailers. It is not constructed to withstand the normal stress of a move as an assembled unit. Assembly instructions frequently suggest that the connecting hardware pieces be glued in place. This does not significantly improve the structural integrity of the pieces and makes disassembly impossible without creating substantial, unrepairable damage.

(B) When a shipper elects to ship an article as defined above, and notwithstanding the language contained in the Notice below, in no case shall the liability of the carrier exceed \$.60 per pound per article or \$50.00 per article, whichever is greater.

(C) Prior to the movement of a shipment of household goods, the carrier shall give the shipper a notice containing the language outlined below and receive back a copy by email or mail.

NOTICE

LIMITATION OF LIABILITY ON READY TO ASSEMBLE FURNITURE

MADE FROM PRESS BOARD, PARTICLE BOARD, AND ENGINEERED WOOD

Furniture manufactured from press board, particle board, and/or engineered wood is designed to go into a box from the manufacturer, to the retailer, and then to the customer unassembled. It is not constructed to withstand the normal stress of a move as an assembled unit. Most is not designed with the extra wood structural pieces to adequately brace the unit for movement out of or into a residence, and may not withstand the normal truck vibration, even in air-ride trailers. Usually chips or dents are not repairable. Surface impressions can be made on the furniture when writing on a single piece of paper. Assembly instructions frequently suggest that connecting hardware pieces be glued in place.

This does not significantly improve the structural integrity of the pieces and makes disassembly impossible without creating substantial, unrepairable damage. When a shipper elects to ship an article as defined herein, and notwithstanding the language contained in this Notice, in no case shall the liability of the carrier exceed \$.60 per pound per article or \$50.00 per article, whichever is greater.

☐ Option 1 I/we choose to disassemble and reassemble all press board, particle board, and or/engineered wood furniture prior to move. I/we assume all responsibility for damage to the press board, particle board, and/or engineered wood furniture which may occur during the disassembly of the furniture.

☐ Option 2 I/we have engaged the services of another individual or company to disassemble all press board, particle board, and/or engineered wood furniture prior to move. I/we assume all responsibility for damage which may occur to the press board, particle board, and/or engineered wood furniture during the disassembly of the unit(s).

☐ Option 3 I/we am/are tendering furniture constructed of press board, particle board, and/or engineered wood fully assembled as a part of our move. I/we understand that any claim for damage to the press board, particle board, and/or engineered wood furniture may be denied due to inherent vice, based upon the fact that fully assembled press board, particle board, and/or engineered wood furniture is inherently susceptible to damage as outlined above.

Shipper, owner, or consignee must select Option 1, 2, or 3.

SIGNATURE OF SHIPPER, OWNER, OR CONSIGNEE

DATE

Business Certificate Registration

Town of Dracut

Type: 06/22/2016

Original Issue: 06/22/2016

Book #: 68

Renew: 06/22/2020

Page: 32

Expiration: 06/22/2020

In conformity with the provisions of Massachusetts General Laws, Ch 110 Sec 5, as amended, the undersigned hereby declares that the business is conducted under the title of:

KEVIN'S MOVING SERVICE

30 DARRIN RD DRACUT, MA 01826

Said business is conducted by the following named person(s). If a corporation, include the title of each corporate officer signing the certificate.

Name

Address

BOURNE STEPHANIE

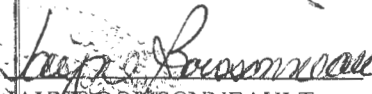
19 NEOFOTISTOS CIRCLE DRACUT, MA 01826


BOURNE STEPHANIE

Phone #: 978-995-5597

Type of Business: MOVING COMPANY

Appeared before me the above named who did acknowledge the foregoing to be a true and accurate account and who in my presence did affix their hand and seal, given under the pains and penalties of perjury this 22th day of June 2016.

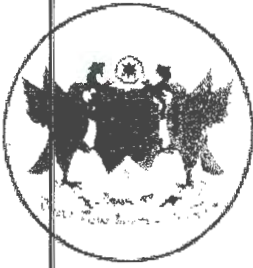

JAYNE BOISSONNEAULT
JAYNE BOISSONNEAULT
Notary Public
Commonwealth of Massachusetts
My Commission Expires
February 25, 2022

In accordance with the provisions of Massachusetts Laws the business certificate shall be in effect for a period of 4 years from the date of issue and shall be renewable by the applicant every four years thereafter. In the event of discontinuance, withdrawal of partner retirement, or amendment of the certificate in any manner it shall be necessary to file with the Town Clerk such change, under oath. Such change shall be recorded with and become part of the original filing. Copies of the Business Certificate shall be available at the address of the business and shall be furnished to any person(s), making purchases of goods or services upon request.

Violations regarding the "Business Certificate" statute, so called, are subject to a fine of \$300.00 for each month of violation.

Notice: While this certificate registers your business it does not give you the right to conduct business in a non-business zone, or to operate said business in any manner which shall be in violation of Town By-Laws or Zoning.

New Business Zoning Determination.



Town of Dracut
Building & Zoning Department.

Proposed Business information:

Name of Business Kevin's Moving Service
Street Address 30 Darrin rd suite 2a Dracut, MA
Description of Business Moving Company
Number of employees 3
Hours of Operation 8-6pm

RECEIVED

JUN 22 2016

Owner Information

TOWN OF DRACUT
BUILDING DEPARTMENT

Name Stephanie Bourne
Address 19 neofotistas Circle Dracut, MA.
Phone number 978-995-5597
E-mail address EastCoast+transpo@hotmail.com
Authorized signature Stephanie Bourne

Section Below for Official Use.

Zone

Permitted Use?

Non-conforming Lot?

Structure?

Use?

B3
Comments

General Services

OK

[Signature]

6/22/16

Town of Dracut
62 Arlington St.
Dracut, MA, 01826

(978) 454-0603