

*Commonwealth of Massachusetts*

*Department of Public Utilities*

*Transportation Oversight Division*

# **Tariff**

**MADPU No. 1**

**Original Sheet 1**

**KIZAK SERVICES INC**

**TARIFF NO. 1**

This tariff contains the description, regulations, and rates applicable to the furnishing of services and facilities for household goods services provided by **KIZAK SERVICES INC** with principal offices at **10 Enon Street, Suite 2, Beverly, Massachusetts, 01915**. This tariff is on file with the Commonwealth of Massachusetts Department of Public Utilities, and copies may be inspected during normal business hours at the Company's principal place of business.

The Company's telephone numbers are: **(857) 995-7995**.

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## DEFINITIONS

### TERM - DEFINITION

C – Charge  
Cu Ft - Cubic Feet  
CWT - Hundred Pound Weight  
I – Increase  
Incl – Inclusive  
LB or LBS. – Pound  
legal holiday - any legal national/state holiday  
Loading - includes MATS' loading and unloading  
Ma or MA - Massachusetts  
N - New  
N/C - No Charge  
Packing - includes MATS' packing and unpacking  
R – Reduction

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### SECTION 1 -- MILEAGE CALCULATIONS

Every reasonable effort will be made to determine the correct mileage between the pick-up point and delivery point by the shortest practical truck routes. Where there is more than one desirable route with differing mileage, the shipper will be charged for the route with the least number of miles. **Mileage will be determined using PC MILES AND MILES, Version 7.9.**

#### RULE 1

When the point of origin and/or point of destination is not available in PC MILES AND MILES, **Kizak Services INC** will use the latest edition available of the *American Moving and Storage Association Mileage Guide* to determine mileage.

**ITEM 1A - Hourly Billing Policy – Kizak Services INC**

- The hourly rate starts upon arrival at the customer's pickup location and ends upon completion of unloading at the destination address.
- There is a 2-hour minimum charge for all moving services.
- Time is calculated in 30-minute increments after the 2-hour minimum.
- The standard hourly rate is \$150/hour for a team of two movers.
- For moves involving three movers, the rate is \$175/hour.

**ITEM 1B - Travel Time Charges Based on Distance:**

- For moves within 20 miles, no travel fee is applied.
- For distances between 21 and 40 miles, an additional charge of 30 minutes will be applied based on the hourly rate.
- For distances greater than 41 miles, an additional 1-hour charge will apply based on the hourly rate.

**ITEM 2 -- ADDITIONAL SERVICES AND CHARGES****ITEM 2A - Packing and Unpacking**

Percent Packed by **KIZAK SERVICES INC**

	<u>Area A</u>	<u>Area B</u>
100%	\$15.00	\$13.50
90%	\$13.10	\$11.80
80%	\$11.25	\$10.15
70%	\$9.40	\$8.50
60%	\$7.55	\$6.85
50%	\$5.70	\$5.20
40%	\$3.85	\$3.50
30%	\$2.25	\$2.00

Area A covers the counties of: Suffolk, Essex, and Norfolk

Area B covers all other Massachusetts counties not covered by Area A..

**RULE 2**

For any shipment that requires overtime packing and/or unpacking, 10% will be added to the applicable rate listed above.

**RULE 3**

Articles that must be packed, crated, or wrapped may be prepared for shipping by the shipper or **Kizak Services INC** will perform the service at the request of the shipper.

**ITEM 2B - Labor Charges**

These charges apply to services not otherwise covered in this tariff when such services are requested by the shipper.

Day Labor Performed Time Labor Performed Charge Per Man-hour  
 Weekdays 8 A. M. to 5 P. M.. \$20.00  
 Weekdays before 8 A. M. and after 5 P. M. \$22.00  
 Saturday 8 A. M. to 5 P. M. \$22.00  
 Saturday before 8 A. M. and after 5 P. M. \$24.50  
 Sunday any time \$25.50  
 Legal State or Federal Holidays anytime \$25.50

**ITEM 3 -- ADDITIONAL COMMODITIES AND CHARGES**

**ITEM 3A - Household Appliances**

**KIZAK SERVICES INC** will charge the following rates for household appliances that require special handling to assure safe transportation.

First Item \$28.30

Each Additional Item \$18.20

**ITEM 3B - Bulky Items**

The following charges will apply to the loading of the following items.

<b>ITEM</b>	<b>CHARGE</b>
Pianos	\$167.80
Grandfather Clocks	\$32.90
Hot Tubs	\$110.55
Playhouses	\$74.70

## SECTION 3 -- RULES AND REGULATION -- RATES

### RULE 4 -- Warehouse Delivery

Except as provided in *Rule 4*, when goods are consigned or delivered to a warehouse, the location of the warehouse will be considered the destination and must be noted on the Bill of Lading. **KIZAK SERVICES INC** liability will end when the shipment is unloaded into the warehouse. The goods will be stored in the name of the shipper, owner, or consignee, subject to a lien for transportation and other lawful charges.

### RULE 5 -- Diversion of Shipments

Upon written instructions by the consignor, consignee, or owner, a shipment will be diverted subject to the following provisions and following additional charges:

A. The term *Diversion* means:

1. A change in the name of the consignor.
2. A change in the name of the consignee.
3. A change in the destination.
4. A change in the route.
5. Any other instructions given which are necessary to achieve delivery and require:
  - a. a change in billing, or
  - b. an additional movement of the shipment, or
  - c. both.

B. When a diversion order under this rule is received by **KIZAK SERVICES INC**, diligent effort will be made to locate the shipment and make the change requested. **KIZAK SERVICES INC** will not be responsible for failure to make the change unless the failure is due to the error or negligence of **KIZAK SERVICES INC** or its employees.

C. Charges to a diverted shipment will be assessed at the lawfully applicable rate from origin to destination via the point of diversion over the route of movement, plus the changes as provided in Item 4.

### ITEM 4

Each diversion at origin \$5.95 cwt

Each diversion at destination \$4.24 cwt



## **RULE 6 -- Regular Hours of Service**

**KIZAK SERVICES INC** regular hours of service are between 7 AM and 6 PM every day of the week, except as otherwise provided.

## **RULE 7 -- Minimum Charge**

Unless otherwise specifically provided for in this pricing structure, all shipments weighing less than 500 pounds will be charge at the 500 pound rate.

## **RULE 8 – Payments**

A. **KIZAK SERVICES INC** will not deliver or hand over any shipment or any part of a shipment until all rates and charges have been paid in cash, money order, traveler's check, cashier's check, certified check, or by an approved credit card(s).

B. When arrangements for credit are made between **KIZAK SERVICES INC** and the consignor or consignee, the following conditions apply:

1. A *free-credit* period will extend for 7 days, excluding Saturdays, Sundays, and legal holidays.

2. When **Kizak Services INC** bill is not paid within the *free-credit* period, credit will be automatically extended to 30 days including the *free-credit* period and a service charge of 1% of the bill (\$10.00 minimum) will be charge for extension of the credit.

3. **KIZAK SERVICES INC** bill will display the *extended-credit* period separately from the *free-credit* period.

4. The postmark date of the payment to **KIZAK SERVICES INC** will be deemed the date the charges were collected.

5. Credit will not be given to any shipper who fails to pay a legally presented bill within the *extended-credit* period.

6. This rule does not apply to Government Bills of Lading.

C. **KIZAK SERVICES INC** may require the shipper to pre-pay, in full or in part, for a specific service required by the shipper on or before starting the performance of the service.

## **RULE 9 -- Replacement Value Protection**

When *Replacement Value Protection* is requested in writing by the customer, **KIZAK SERVICES INC** will be liable to the maximum declared released value for replacement of the articles lost or damaged while in **KIZAK SERVICES INC** custody.

*Replacement Value Protection* will be provided by **KIZAK SERVICES INC** only if it is request by the shipper and if the shipper states an amount equal to or greater than the \$6.50 per pound of weight of the shipment or a minimum of \$30,000, whichever is greater, subject to the option chosen by the shipper.

*Option A -- \$1,500 Deductible*

The customer will pay for the protection 20¢ per \$100 or part thereof, of declared or released value and assumes responsibility for the first \$1,500 of any claim.

*Option B -- \$300.00 Deductible*

The customer will pay for the protection 50¢ per \$100 or part thereof, of declared or released value and assumes responsibility for the first \$300 of any claim.

*Option C -- No Deductible*

The customer will pay for the protection 75¢ per \$100 or part thereof, of declared or released value.

An additional 10% of the declared or release value will apply to shipment that are stored in transit for each 30 days or part thereof of storage in transit.

**Note 1 – KIZAK SERVICES INC** maximum liability will not exceed the release or declared value on the shipment, 100% of the actual cash value of the item(s), or the full repair cost, whichever is less.

**Note 2 --** This protection does not apply to lost, damaged, destroyed, or missing papers of any kind, including accounts, bills, passports, deeds, stocks, bonds, and money. This protection does not apply to items such as photographs, newspaper clippings and heirlooms having little or not market value. This protection does not apply to loss or damage due to insects or extreme temperatures.

**Limitation on Service**

Service(s) may not be used for any unlawful purposes.

**KIZAK SERVICES INC** reserves the right to discontinue service(s) upon written notice, when necessitated by conditions beyond its control or when the customer is using its services in violation of the provisions of this tariff or in violation of the law.