

**LUMY Moving Inc**  
**“Let Us Move You”**

**Inter-State and Intra-State Moving Rates, Tariff & Terms of Service**

***2019***

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## **1.0 BASIC AGREEMENT & DISCLOSURES**

LUMY Moving Inc is a private carrier of common household and office/commercial goods and may be referred to as the "carrier" in any and all documentation issued by LUMY Moving Inc. LUMY Moving Inc maintains the right to utilize agents to fulfill shipments or portions of shipments whether intra-state or inter-state. Any client or customer of LUMY Moving Inc that will be shipping goods through utilization of the services provided by LUMY Moving Inc may be referred to as the "shipper" in any and all documentation issued by LUMY Moving Inc.

Main Port of Operation:

LUMY Moving Inc 38 Mechanic st, Newton, MA 02464

The shipper inherently agrees to the terms and conditions found in this document. This document is written in simple language and should be easy to understand. Please note that by committing to a residential or commercial move, the carrier will bring the move to completion at the full rates and expenses to the shipper found within this document (or otherwise amended in writing) regardless of any previous estimates.

### **1.1 Estimates**

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

#### **A. Shipment Origin**

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

#### **B. Shipment Destination**

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

#### **C. Logistics & Time Constraints**

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

#### **D. Estimated Completion Costs**

Authorized estimator or manager of carrier may offer estimated shipment costs in association with estimated volume/weight, labor averages and guaranteed rates. Please note that shipper is responsible for actual services rendered despite any previously written estimates.

Please note that final account charges will always be in accordance with actual services rendered, even if attributable to human error, regardless of any previously written estimates.

Please note that if shipper changes any element of a shipment (including but not limited to: shipment origin, shipment destination, logistics, shipment volume/weight) final cost of move will likely vary from estimated completion costs. Carrier agents may advise shipper of how these changes may effect their final cost, but carrier provides no guarantees to accuracy of these informal estimates. Again, shipper is responsible for paying actual services rendered as any verbal or written estimates from any carrier are ultimately subjective opinions of the estimator performing the function.

## **1.2 Relationship Between Carrier & Shipper**

The carrier serves the shipper as a means of transport between any given origin and destination address. The shipper in this relationship is the financially obligated entity for the shipment and agrees to pay any applicable tariff charges in association with any shipment between any origin and destination. Any other expenses such as materials, permits, ferry fees, parking tickets, tolls or any expense incurred as a result of the shipment is at the sole expense and liability of the shipper.

Carrier expects shipper to be aware of local laws pertaining to the shipment of household or commercial goods and must notify or obtain any necessary permits the carrier may require to operate at the origin and/or destination address.

Once shipment is commenced, shipper authorizes carrier to take any necessary means to complete shipment in association with the terms of this document. Carrier commits to complete work as efficiently as possible. Shipper agrees to pay applicable charges in association with this document. Shipper understands that unexpected situations may arise and will not hold carrier liable. Shipper is fully liable for any actual expenses incurred to complete an operation.

### **1.3 Deposit Requirements:**

Please note that the resources of this carrier including but not limited to laborers, truck and storage is limited and the demand for such services is often higher than this carrier is able to actually service.

Due to the limited nature of the services this carrier provides, the carrier requires a minimum deposit of \$100 or 10% of total estimated move cost to hold specific move dates, moving crews and other resources. Please note that this deposit is non-refundable, however may be transferable to other available move dates.

Please note that deposit should be in the form of a credit card (Mastercard, VISA, Discover) as carrier shall use this information for petty charges such as materials, storage, or cancellation fees. Please note that carrier shall not accept personal checks for initial deposits.

Please note that all payments made to this carrier are non-refundable including but not limited to partial deposits or full payment of estimated move costs. This carrier is unable to refund payments once rendered by the shipper whether in advance of actual services or at the time services are rendered.

### **1.4 Cancellation of Services:**

Please note that in the event of cancellation, the carrier is entitled to the initial deposit placed by the shipper. The carrier may be entitled to additional charges for any materials that may have been dispensed to the shipper free of charge with the shipper commitment to utilize moving services of the carrier and any charges the carrier may have incurred delivering such free materials.

Please note that written notice should be given issued to the carrier at [lumymoving@gmail.com](mailto:lumymoving@gmail.com) that includes shippers full name and address with the currently scheduled move date. This notice should be given no earlier than 2-3 business days in advance.

### **1.5 Common Complaints and Resolutions**

A.) "I THINK YOU (ESTIMATOR OF THE CARRIER) ARE PUTTING IN TOO MUCH TIME, IT'S NOT GOING TO TAKE THAT LONG!!! I CAN DO THIS WHOLE THING IN 3 HOURS"

*The fear here, is that the estimator is charging too many hours for too little work. Estimators of the carrier often quote all moves based off the same averages. With that being said, all jobs are unique and come with their own challenges. This is where it does not hurt to ensure you will be charged ONLY for the time you need. This arrangement can be made in advance of your move. It also does not hurt to get second and/or third opinions from another estimator of the carrier, or the estimator of another carrier entirely. In our experience, shippers often severely under- estimate the work involved and labor requirements to complete a move.*

*The smaller the job, the more likely we find it that a shipper will believe we are figuring too much time to complete a job.*

B.) "THE ESTIMATOR MIS-QUOTED, MY BILL DOUBLED"

*The fear here, is that the estimator intentionally low-balled a job to get it. Please note that estimators of this carrier are not paid commission and have no inherent reason to "low-ball" a job. All jobs are generally quoted based off the same averages based upon the inventory provided by the shipper.*

*Problems most often occur when shippers are meeting with multiple carriers far in advance of a move and have not yet pinned down exact details of shipment; including but not limited to inventory, logistics, and/or other details. It is our experience while shipper is interviewing multiple carriers, shippers tend to focus too much energy on who to hire, and not enough energy on disclosing proper details for estimator to provide accurate estimates.*

*Please note that regardless of any estimate, shipper is liable for hourly rate to complete shipment. Please note that "mis-quotes" can be avoided by having second and/or third opinions by additional estimators from this carrier.*

*Factors that can have an effect on estimated cost vs actual cost are weather, unanticipated access difficulties, inventory discrepancy, shipper readiness.*

*Carrier can never refund services rendered in the event of an alleged "mis-quote" as agents and/or employees of the carrier cannot know the reasons for the difference between initial estimated costs vs actual costs which may include weather, unanticipated access difficulties, inventory discrepancies, shipper readiness that may*



*have resulted in additional packing time, etc. Shipper is solely liable for hourly rates required to complete move.*

*The larger a job, the more variables that can come into play and effect accuracy.*

C.) "THE MOVERS WERE CARELESS AND/OR TOO QUICK WHICH RESULTED IN SCRATCHES TO MY FURNITURE"

*Please note that small scratches or gouges on furniture are a common risk to moving furniture from one location to another, even with moving pads, and does not represent negligence. The movers often do their work quickly as they are working for you by the hour.*

D.) "60 CENTS PER POUND FOR MY TV THAT WEIGHS 10LBS BUT IS WORTH \$1,000? THAT IS HIGHWAY ROBBERY, YOU ARE A SCUMMY COMPANY!"

*This issue is a result of the improper belief that if a licensed and insured moving company damages something, they are liable for the damages in full. This notion is incorrect on both state and federal levels. Moving household furniture and goods is risky. There is a natural risk that some items being shipped will be damaged and/or lost. Standard liability to moving companies is \$0.60/lb/item. Shipper is responsible for obtaining additional coverage through their insurance company prior to commencement of a move. This often consists of a detailed inventory along with a value report to be submitted by the shipper to their insurance company prior to the move so that an individual policy can be catered to the shipper.*

E.) "IN MY INDUSTRY IF MY ESTIMATE WAS NOT ACCURATE I WOULDN'T HAVE A JOB!"

*We often hear this after moving costs have varied greatly from an initial estimate. Please note that estimates are just that... estimates, and often connected to very specific parameters. In this particular industry there are MANY variables that can effect the outcome of final cost...*

1.) Inventory - *We find that inventory can fluctuate greatly... when doing an initial walk-through... shipper may remark that they intend to have a yard sale, estate sale, or donate/dispose of goods prior to the movers arriving. In some instances, estimator has not seen certain rooms (entire basements/attics/storage spaces) and cannot figure these items into the equation.*

*In some instances, shipper intentionally hides or omits items! We are aware that there are certain suggestions floating around the internet stating that it is wise to "make a job seem easier" in order to obtain a low moving cost from the mover prior to starting. We do not know which states require a mover to offer a flat rate, but in Massachusetts it is by the hour and we do not recommend hiding inventory and/or making a job seem easier in order to obtain a low estimate. A low estimate can have a high final cost.*

*The estimator needs to take all factors into consideration when running his figures to provide the most realistic expectations for your final costs.*

*2.) Logistics - Logistics include both origin address and destination address. Often when we meet in advance of a move, the estimator does not yet have access to information pertaining to where the shipment will be delivered to. This may or may not have an effect on the final shipment cost. Additionally, the carrier is utilizing public roadways that adds a certain amount of variation and fluctuation to final moving cost. Public roadways have varying levels of traffic based upon weather, holidays, rush hour, delays, detours, etc. As charges are both hourly and port to port, the estimator may only be able to rely on averages and/or GPS estimates.*

*Furthermore, many of our clients are entering into real estate transactions when they are moving with us. Weeks or months in advance, shipper nor the carrier may have access to important logistical information such as closing dates and times that may force down-time and/or storage requirements.*

*3.) Shipper Readiness - Our movers encounter great fluctuations in terms of shipper readiness when they arrive. They may show up one day to a home that is fully packed and ready to go. Everything is in a box, nothing is loose. All furniture is broken down and ready to go. Everything is packed neatly into the garage and ready to be loaded onto the truck. They may arrive to another house the next day, that has artwork on the walls. The lamps are still on the end tables in the living room. The beds have blankets on the them. Clothing is hanging in the closets. There are loose items in the hutch in the dining room that has not been packed. These two scenarios account for nearly a 100% difference in final cost... yet, our estimator needs to often commit to a single "estimate" for the shipper in advance of the move.*

*Please note that our estimator will often assume that you will be "reasonably prepared." This means... make sure boxes are packed and ready to go... nothing is loose... nothing hanging on the walls. We will take care of the furniture... and we don't expect it to be in the garage ready to go.*



4.) *Unexpected issues - Any shipment can have unexpected issues. We may find that a single piece of furniture, for one reason or another, completely throws an estimate off. This may be an exceptionally heavy piece of furniture, or a furniture that requires significant time and effort to dis-assemble and prepare for safe shipment. Please note that estimators cannot always predict these types of situations.*

*We may find that the access at either the origin and/or destination address is not suitable for the truck being used. Either a long-walk may be required, a shuttle, or the use of another truck all together. Again, these are issues that the estimator may not be able to predict.*

*Please note that our operations staff are open at all times to subtracting or adding hours prior to commencement of a move at the request of a shipper. Estimates are subjective opinions of those performing the function. The shipper is liable for actual services rendered.*

F.) "THE MOVERS DID NOT MOVE MY DRESSER (OR ANY OTHER ITEM MARKED ON YOUR PRE-MOVE INVENTORY REPORT)... THE WORK WAS NOT COMPLETE, SO I SHOULD NOT HAVE TO PAY MY BILL!"

*Please note that our movers encounter a near infinite amount of different types of goods to be shipped made by a near infinite amount of different manufacturers. This carrier does not make nor is able to make any guarantee that our movers can move any single piece of furniture or any other type of household or common office goods whether marked or not marked on a pre- move inventory report. Movers are on the clock by the hour for you, and those charges are due prior to final release of goods being moved for the shipper in association with the terms and conditions found in this document regardless of services rendered, agreed to be rendered, and/or regardless of quality of services rendered.*

G.) "I WENT WITH YOU BECAUSE OF THE ESTIMATE... THE FINAL MOVE COST WAS HIGHER... THAT IS ILLEGAL, THAT IS 'BAIT AND SWITCH!'"

*The definition of bait and switch:*

*"The action (generally illegal) of advertising goods that are an apparent bargain, with the intention of substituting inferior or more expensive goods."*

*Our estimators take a detailed inventory when they are in your home. All pre-move inspection reports have a disclosed hourly rate. Hourly rates are generally confirmed*

*verbally, and in writing prior to commencement of a move. Hourly rates are listed on the contract/bill of lading signed prior to starting the move.*

## **2.0 PACKING & DIS-ASSEMBLY**

In general, the carrier expects that everything will be ready to go by the shipper when the carrier moving crews arrive. Everything that can be boxed, should be boxed. Carrier cannot take loose items.

### **2.1 Packing**

All packing should be done prior to the truck arriving. EVERYTHING being shipped should be off the walls and ready to go. Carrier can provide packing services, but this service should be implicitly agreed upon between the carrier and the shipper, and packers should be scheduled to come prior to moving day.

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

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

C.) Paintings should be boxed and/or bubble-wrapped.

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

Please note that if household goods are not properly prepared when our movers arrive with the truck, our movers will have no choice but to prepare them for you at no liability to the carrier as they will be unprepared and not have the proper materials.

Shipper should remove from home (example: place in car), any valuables including cash, jewelry, firearms, alcohol, medications, etc. prior to the movers arriving. Shipper is solely responsible for transporting this items. Carrier is not liable in any way for the transport, damage, loss or theft of these items.

### **2.2 Disassembly/Reassembly**

Generally, furniture should be taken apart and ready to go. If it is not, the movers may assist you in disassembling and reassembling furniture.

Remember, employees and agents of the carrier are general household furniture and office movers. Every piece of furniture we encounter is unique. We cannot guarantee dis-assembly and/or re-assembly of furniture.

### **2.3 Safes, Grandfather Clocks**

Carrier cannot move safes with a weight of 250 lbs and up. For these types of items, carrier differs this work to a specialized safe mover. Carrier never guarantees the transport of a safe, even if inadvertently included on a pre-move inventory.

Grandfather clocks should be pre-packaged prior to our movers arriving. Carrier is not liable for the malfunction of a grandfather clock. Carrier cannot be liable for any damage resulting from dis- assembly and/or re-assembly.

### **2.4 Hoists**

Some items may be required to come through a window because they are too large to put through a staircase. Please note that it is a good idea to notify the carrier of this requirement prior to commencement of a move. Please note that carrier may make last minute accommodations if we encounter this requirement during a shipment, at full expense and liability to the shipper. Please note that there is a natural risk of damage to real property or the item being hoisted and shipper is solely liable for this risk. Hoists require special equipment and 3 movers minimum to service.

### **2.5 Material & Equipment Costs**

Shrink wrap: \$40/roll  
Book (small) Box: \$3.00 each  
Linen (medium) Box: \$4.00 each  
Linen (large) Box : \$5.00 each  
Dish Barrels: \$7.00 each  
Wardrobe Box: \$15.00 each  
Picture/Mirror Box: \$7.00 each  
Pack Paper: \$25.00/bundle  
Tape: \$3.00/roll  
Moving Blankets: \$200/dozen  
Moving Blankets Rent: \$5.00 each

### **2.6 Carrier Supplied Materials**

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

Please note that estimator may have written notes on a pre-move inspection report. Please note that carrier will NOT send any of these materials by default as circumstances often change between the pre- move inspection and the actual move. Any materials such as boxes, pack paper, wardrobes, etc MUST be requested one to two business days before your move.

### **3.0 INTRA-STATE MOVING**

All services provided within the state of Massachusetts shall be based upon an hourly rate. Please note that shipper is responsible for any and all payroll hours that the carrier incurs due to a shipment. This generally means, charges are labor time plus travel time. Travel time is the FIXED TIME which our crew spent to get from our parking to your location and back to our parking from your last destination. This fixed time will be added at the end of the job additionally to the actual time of the move. Up to 1 hour Travel Time is applied to all jobs in Greater Boston area and minimum 30 min. (15 min for our movers to get to your address from our parking plus 15 min to get back when the move is finished).

### 3.1 Hourly Rates

	Off-Peak	Regular	Sub Peak	Peak	Hi-Peak
<b>2 Movers/hr</b>	85\$	95\$	110\$	130\$	160\$
<b>3 Movers/hr</b>	115\$	125\$	140\$	160\$	190\$
<b>4 Movers/hr</b>	145\$	155\$	170\$	200\$	240\$
<b>Add. mover/hr</b>	30\$	30\$	40\$	40\$	60\$
<b>Add. truck/hr</b>	30\$	30\$	30\$	30\$	30\$

#### Explanation of moving rates:

**Off-Peak:** rates for winter months.

**Regular:** rates for middle of spring and fall months.

**Sub Peak:** first/last days of spring and fall months.

**Peak:** rates for time from Memorial Day to Labor Day.

**Hi-Peak:** first/last days of summer months and holidays ( Independence Day, Memorial Day, Christmas, Thanksgiving, New Year).

### 3.2 Minimums & Maximums

Please note there is a 2 hour minimum labor time plus travel time. After 2 hours charge goes by 15 minutes.

### 3.3 Additional Local Services

Carrier may perform services in addition to packing and moving within Massachusetts.

#### 1.) Overnight storage

*Customer will be charged \$200 per truck, per night for storing their belongings on the truck.*

#### 2.) Haul away

*Customer will be charged 60\$ per piece for removal services.*

#### 3.) Hoisting Services

*Each item that needs to be hoisted up or down through a window, balcony, or roof is at an additional charge of \$30 per item/per flight of stairs. Hoisting requires a high professionalism and physical skills. Usually, it takes 3 movers to safely conduct hoisting. Items has to be under 200 lbs.*

#### 4.) Piano Services

*Our company is always ready to help you with it. For such solid job, we charge piano fee 180\$ and require 3 guys minimum. Charge of \$120 per each additional flight will be applied.*

#### 5.) Baby Grand Piano Moving

*We may help you to move your Baby Grand Piano. For that service, we charge BGP fee 300\$ and charge of 200\$ for each additional flight. 4 man crew required.*

### **4.0 INTER-STATE MOVING**

Please note that the carrier will service any state within the Continental United States. Please note that applicable hourly intrastate rates apply for load-up and offload of moving trucks/trailers.

Inter-state travel shall be billed at a rate of \$5.00/mile.

#### **4.1 Flat Rates**



Please note that carrier may offer a binding flat-rate quote for inter-state moves. This will generally include load up labor, transportation cost between Massachusetts and the destination address outside of Massachusetts (within the Continental United States) and the offload labor.

## **4.2 Packing Services**

Flat-rate quote does not include packing services which are by-the-hour in association with local rates found in Section 3 plus associated material costs found in Section 2.

## **4.3 Scheduling**

Carrier can often guarantee a pick-up date. Carrier can only offer a targeted delivery date. Due to the nature of inter-state transportation, carrier cannot guarantee delivery dates. Many factors can effect delivery dates; weather, DOT checkpoints, break-downs, traffic, scheduling conflicts, etc. Carrier cannot be liable for any expenses associated with missed delivery dates including but not limited to food, hotels, etc.

## **5.0 WAREHOUSE & STORAGE**

Carrier under no obligation to allow any shipper into warehouse at any time or for any reason except for inspection prior to a shipment. This is to maintain safety and security of the belongings of all current occupants. Carrier cannot release goods to shipper until all current account charges are paid in full in accordance with rates found in this document.

Important: items are packed "high and tight" in warehouse and shipment is often inaccessible. Do not place any goods into our warehouse in which you may need during the storage term (example: important documents, seasonal clothing, cable boxes, etc) as you WILL NOT BE ABLE TO ACCESS THESE ITEMS UNTIL DELIVERY.

### **5.1 Long-term storage spaces**

Long-term storage spaces may include warehouse space or storage trailer space. Carrier retains full right to decide on suitable space for shipments subject to availability. Spaces available for shipper inspection prior to move date. Two weeks advance notice

must be given. Rate is \$250 per "10 foot by 10 foot storage space with an 8 foot ceiling" or equivalent.

## **5.2 Billing**

Storage bills are due monthly. Please note that storage bills should be issued to you by email or in the mail. Please note that carrier may enforce a three month minimum for storage. Please note that carrier is not obligated to prorate storage by the week.

## **6.0 INSURANCE & LIABILITY**

LUMY Moving Inc is a licensed and insured mover. LUMY Moving Inc does not provide insurance to the shipper. In the event of an accident, carrier liability is limited to the shipper declaration of value of shipment on the bill of lading. Shipper must secure their own insurance.

### **6.1 Default Valuation \$0.60/lb/item**

Default shipper declaration of value is \$0.60/lb/item. This valuation is provided free of charge in any rate or estimate of services provided to shipper by carrier. By choosing this option (indicated as option A on bill of lading) the liability to the carrier is limited to \$0.60/lb/item.

Example: 50lb table x \$0.60/lb = \$30 carrier liability

### **6.2 Upgraded Valuation \$6/lb**

Upgraded shipper declaration of value is \$6/lb. This will increase carrier liability to \$6/lb. This comes at an adjustment cost to shipper of \$60 per estimated 1,000 lbs.

### **6.3 Real Property Damage**

When moving furniture, real property may become damaged. Floors may be scratched. Hinges on doors may be damaged. There may be weather related damages.

Moving trucks are heavy equipment. Operation of this equipment on residential property poses a natural risk to the property. Driveways may be damaged under the immense weight of a moving truck. Lawns, lamp fixtures, etc. may be damaged when trying to maneuver truck into a proper loading or unloading position.

Carrier does not assume liability for real property damage as it is considered high risk due to the nature of moving. Repair of any damage incurred due to a moving operation becomes a cost of moving at sole liability to the shipper.

Please note that tree branches, live wires, etc on the public roadways leading to the shippers origin or destination and/or over any drive way on the shippers origin or destination property should be no less than 15 feet off the ground so that they do not block the driving path of our legal height vehicles which may be as high as 13'6. Please note that wires or tree branches hanging lower than 15 feet may pose a dangerous hazard to our vehicle, real property or individuals. Please note that it is the responsibility of the shipper to ensure that tree branches and wires maintain proper height requirements and carrier is not liable in any way for damage to equipment, property or individuals as a result of the shipper not maintaining proper height of wires, trees, and/or other overhangs.

#### **6.4 Liability Exceptions**

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

B.) Carrier is not liable for pre-wrapped (blanketed, shrink-wrapped, packaged, etc) furniture. Example: accepting goods from another carrier or third party storage.

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

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

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

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

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

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

I.) Carrier not liable for any real property damage.

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

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

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

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

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

O.) Carrier is not liable for high value items such as glass, jewelry, antiques, artwork, etc. or items worth \$100/lb or more. All jewelry, cash, medications, etc should be removed prior to the movers arriving. We are entering your home and do not want to be liable for any loss or alleged theft. This is advance warning to the shipper, if you leave your valuables laying about the carrier cannot be liable in any way for loss or theft. Glass should be taken from all hardware and packed prior to movers arriving. Mirrors, paintings, artwork, etc should be properly packed prior to movers arriving. Movers will have no choice but to pack mirrors and glass for you if they are not ready when they arrive, and they will not be properly prepared to provide such services. Carrier cannot be liable for paintings, glass, mirrors, pictures that are not properly packed prior to the movers arrival.

## **6.5 Prohibited Items**

Firearms, medications, hazardous materials, flammables, cash, jewelry, gas, fuel, liquids of any kind, live plants, alcohol, explosives, items of personal or sentimental value, perishable items, or any other items deemed illegal in nature.

## **6.6 Claims Procedure**

Shipper should do a walk-through prior to the movers leaving. Any accidents or significant damages should be written on the bill of lading in the designated area prior to the movers leaving.

Claims for shipments within the state of Massachusetts must be postmarked within 7 days. Please note that outside of this limited time-frame for a claim submission, employees or agents are unable to obtain a copy of your contract and will be unable to assist the shipper. A verbal report to the carrier or any agent or employee of the carrier does not constitute a submission of claim. Employee or agent of the carrier cannot submit a claim on your behalf.



## **7.0 ACCOUNT MANAGEMENT**

Carrier is on a paper filing system. Any phone calls you make to employees of carrier should include your full name and address, along with a brief update on where you are in your shipment. You should indicate whether you are a prospective client or if you are a shipper with a reserved move date.

### **7.1 Binding Estimates**

Please note that any in-home estimate is considered binding and is generally used only in conjunction with an interstate move regulated by the Federal Motor Carrier Safety Administration. The primary elements of the binding estimate include:

- A.) Move Date(s)
- B.) Origin Address
- C.) Destination Address
- D.) Pre-Move Inventory

Please note that based upon the essential elements above, the carrier will set forth applicable rates and estimated completion charges. Please note that the carrier shall be bound by the hourly rates and terms found on this binding estimate form and cannot change the hourly rates in association with the above elements. Please note that carrier relies on its revenue generated by binding estimates to plan its operations budget. By moving forward with a binding estimate, the shipper becomes liable in full for total estimated charges even in the event that actual hours worked by movers or services rendered come in less than anticipated.

If any essential element detailed above changes, the binding estimate is null and void. The shipper may be liable to the carrier for the total estimated amount of the binding estimate. And, guaranteed rates and service fees may change for the shipper as well.

Please note that regardless of any written estimate, shippers are liable in full for actual services rendered at guaranteed rates detailed in this tariff, the pre-move inspection form, and the bill of lading.

As carrier depends on the income from its scheduled operations and this income factors into operations budgets, shipper may be held liable for the full estimated cost of a scheduled operation in the event of cancellation if the shipper does not give the carrier greater than two weeks notice.

### **7.2 Collection of Account Charges**

Please note that within the state of Massachusetts, the shipper is liable for paying any service (hourly, truck, etc), storage, material charges or any other associated fees in full prior to final release of goods regardless of any previous estimate. This means account balance is due in full before the truck arrives and/or is opened.

Please note that if delivery address is outside of the state of Massachusetts, carrier may require the shipper to pay account balance in full prior to the shipment leaving Massachusetts as a certified bank check or money order and carrier may only collect 100% of the binding estimated charges.

Please note that collection of charges may be estimated by the movers. Please note that as service is hourly and movers are collecting before offload, carrier reserves right to compile a final invoice of charges to be delivered or post-marked to the shipper within 30 days at which point the payment terms are as found in Section 7.3 below.

Please note that failure to pay account charges as outlined above will result in the carrier being forced to suspend shipment and to divert shipment to storage (either storage owned by the carrier or a third party storage unit under the name and authority of the carrier) until account balance is paid in full. Any labor costs that the carrier incurs due to failure of the shipper to pay account balance must be billed to the shipper and any storage costs must be billed to the shipper.

The carrier accepts cash, certified bank check or money order and the shipper is expected to have said payment form ready for the movers on the day of their move in the total estimated amount of the move minus the initial deposit. The carrier does not accept personal checks.

The carrier accepts Mastercard, Discover or VISA for final payment in certain instances. However, movers do not have credit card machines in the field. These handling charges are used to ensure that the carrier has office staff that may process and verify credit card payments for our movers who do not have the ability to do so in the field. No exceptions.

Please note that handling charges will not apply to initial deposits. Please note that personal checks may not be used for initial deposit. Please note that carrier will not service move if deposit does not clear.

Please note that all payments to the carrier are non-refundable. Please note that shippers may pay account balance in full ahead of the move date; however, shipper must understand that this payment is non-refundable as carrier will not hold funds for

the shipper and they will become part of day to day operating expenses. Please note that the final charges for services rendered will be in accordance with this tariff or as otherwise specified on the "bill of lading" and is non-negotiable.

### **7.3 Account Balances**

Carrier does not extend credit to the shipper except where required by state or federal law. In instances where carrier is required to extend credit, carrier will allow a 30 day free credit period for uncollected balances for services rendered that remain on account after final release of goods.

There will be a service charge of 3% added to account for each 30 day period that account remains unpaid by shipper. Please note that carrier reserves any and all rights to collect unpaid balances and/or forward uncollected balances to a collections agency.

### **7.4 Account Fraud & Prevention**

Please note that all calls you make to the carrier may be monitored and/or recorded. Please note that carrier may keep detailed call records.

Please do not lie or make false statements to agents or employees of the carrier. Do not intentionally omit vital account details when communicating with agents or employees of the carrier in an attempt to defraud the carrier for financial gain. (Example: Seeking a refund from an agent or employee when other agents or employees already gave you a refund or failed to collect in full for services rendered)

Please note that all payments made to carrier are non-refundable. Agents and employees of the carrier cannot refund a payment to the shipper once a payment has been made.

Please note that employees and agents of carrier may be required to report suspected account fraud to management and/or governing agencies.

### **7.5 Abuse, Hostility and Harassment**

Please note that the carrier does not tolerate abuse, hostility or harassment from the shipper or shippers associates (friends/families/lawyers/etc) to its employees or agents. Please note that carrier may refuse service at any time for any reason, even if a shipment has already commenced. If carrier finds itself in possession of the goods of a

hostile shipper, these goods may be diverted to its private warehouse or a public warehouse and a lien shall be placed on that shipment until account balance has been paid in full. Shipper responsible for any warehousing costs incurred as well as any costs incurred in association with this tariff. Upon payment of all charges in accordance with the applicable rates found in this tariff document, goods will be released to shipper. Please note that carrier retains right to record telephone lines.

## **7.6 Relatives & Friends**

Please note that employees or agents of the carrier may be unable to communicate with friends or family of the shipper in regards to private contract information. Friends or family may not understand contract terms and conditions. Thus, carrier may refuse to speak with anyone who is not specifically on the bill of lading for a shipment.

## **8.0 IMPORTANT DOCUMENTS**

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

### **8.1 Moving Tariff**

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

### **8.2 Confirmation**

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

### **8.3 Bill of Lading**

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

### **8.4 Mutual Release**

A mutual release document shall be signed prior to any refund from the carrier to the shipper. This document effectively states that the carrier releases shipper from any future claims and liability in association with a specified shipment. The shipper shall release the carrier from any future claims or liability in association with the specified

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

#### TYPICAL OFFICE HOURS:

Monday through Saturday 9:00am-6:00pm

Sunday 10:00am-3:00pm

Except for Holidays (and, surrounding days)

Please note that operations run independently from office hours and we accept moves 7 days per week/24 hours per day except on major holidays (and, possibly days leading up).