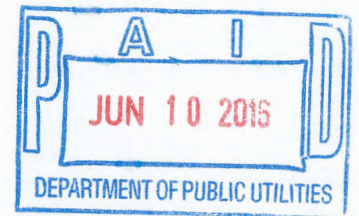


M.D.P.U. NO. 4
CANCELS
M.D.P.U. NO. 3

MAGNUM MOVING & STORAGE, INC.
MDPU NO. 24730

COMMODITY RATE TARIFF

APPLYING ON
TRANSPORTATION OF PROPERTY
(AS DESCRIBED IN RULE 1(A))



BETWEEN POINTS IN MASSACHUSETTS

**FILED WITH THE MASSACHUSETTS DEPARTMENT OF
PUBLIC UTILITIES, TRANSPORTATION OVERSIGHT
DIVISION, OR ITS SUCCESSOR AGENCY BY:**

MAGNUM MOVING & STORAGE, INC.



/s/ *Steven Magliano*
By: Steven Magliano, its President

PUBLISHED AT:

**150 Holmes Road
N. Eastham, MA 02651**

MAGNUM MOVING & STORAGE, INC.

CONTENTS

SUBJECT	ITEM
SECTION I	
IMPORTANT STATEMENT OF GENERAL APPLICATION	
EXPLANATION OF TERMS	
EXPLANATION OF ABBREVIATIONS AND SYMBOLS	
SECTION II	
APPLICATION OF TARIFF	RULE 1
PROPERTY SUBJECT TO BILL OF LADING	RULE 2
DECLARATION OF VALUE LIABILITY LIMITATION	RULE 3
ARTICLES OF EXTRAORDINARY VALUE	RULE 4
CERTIFICATES OF INSURANCE	RULE 5
IMPRACTICABLE OPERATION	RULE 6
INSPECTION OF ARTICLES	RULE 7
ARTICLES LIABLE TO CAUSE DAMAGE	RULE 8
PERISHABLE ARTICLES	RULE 9
DANGEROUS ARTICLES NOT ACCEPTED	RULE 10
SERVICING SPECIAL ARTICLES	RULE 11
MARKING AND PACKING	RULE 12
SHIPMENTS ACCEPTED	RULE 13
CLASSIFICATION OF PARTS OR PIECES OF A COMPLETE ARTICLE	RULE 14
DISASSEMBLY AND REASSEMBLY	RULE 15
PAYMENTS	RULE 16
IMPRACTICAL PICK-UP OR DELIVERY	RULE 17
WAREHOUSE PICK-UP OR DELIVERY	RULE 18
HOISTING AND LOWERING	RULE 19
ESTIMATES	RULE 20
EXPLANATION OF HOLIDAYS	RULE 21
ADVANCED CHARGES	RULE 22
TIME BASIS RATES	RULE 23
DISPOSITION OF FRACTIONS	RULE 24
USE OF VEHICLE AND DRIVER	RULE 25
WAITING OR DELAY	RULE 26
HOURLY MINIMUM	RULE 27
LABOR CHARGES	RULE 28
FURNISHING HELPERS	RULE 29
CLAIMS	RULE 30
MILAGE AND INTERMEDIATE APPLICATION	RULE 31
SHIPMENTS PROVISIONALLY ACCEPTED	RULE 32
SUBCONTRACTING	RULE 33
MERCHANT'S RESPONSIBILITIES DESCRIPTION OF GOODS	RULE 34

(Contents continued on next page)

MAGNUM MOVING & STORAGE, INC.

CONTENTS (Continued)

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MAGNUM MOVING & STORAGE, INC.

SECTION I

IMPORTANT STATEMENT OF GENERAL APPLICATION

This tariff explains rules and conditions of service that apply on shipments that show this document as a governing publication.

In an effort to provide its customers with quality service at competitive rates, certain commodities may be offered to be shipped at less than full value and Carrier, MAGNUM MOVING & STORAGE, INC. (referred to as Carrier in the body of this publication) encourages shippers to review this publication, as some items may be subject to limitations of liability, released values or other options specific to a shipment or a commodity. All shippers are further encouraged to evaluate their cargo insurance program with his or her insurance professional(s) so they may tender their goods at the lowest possible overall cost while still being insured for a value consistent with their requirements.

Carrier's bills of lading contain provisions permitting it to limit its liability for any loss, damage, or injury to the property transported, which limitations are authorized by applicable law because Carrier establishes and maintains lawfully published rates and charges in this publication which are dependent upon the value declared or agreed upon in writing as the released values of the property.

Except as otherwise provided herein, the rate named in this tariff include one pick-up and loading at point of origin and one delivery and unloading at point of destination.

EXPLANATION OF TERMS

1. Transportation rates as used in this publication include hourly rates or charges incurred for loading, unloading and actual movement or transportation of property and all time consumed in preparation of such loading, unloading, movement or transportation; such rates or charges are computed based on when the vehicle, helpers or supervisors leave Carrier's terminal until the arrival back at the terminal and unloading, if any, less time spent for meals, vehicle breakdown or repair. Such rates and charges are listed in schedules, as they may be amended, in Section III of this tariff.
2. Additional charges as used in this publication represent services that are in addition to transportation rates or charges as set forth in Paragraph 1 above, which services are requested by Shipper or, in Carrier's discretion are needed for safe transport such as packing, unpacking, crating, hoisting, piano carries, valuation charge, materials and debris removal, all as specifically set forth herein.

EXPLANATION OF ABBREVIATIONS AND SYMBOLS

Carrier	.....	"Magnum Moving & Storage, Inc."
Cu. Ft.	.....	cubic feet
Cwt	.....	one hundred pounds

MAGNUM MOVING & STORAGE, INC.

Add.	.....	additional day, floor or unit, as case may be
1 st	.....	First floor
K	.....	thousand, such as 1K equals 1,000
Ded.	.....	deductible
Db	.....	doing business as
MDPU	.....	Mass. Dept. of Public Utilities
DOT	.....	US Department of Transportation
Hold	.....	Overnight loaded vehicle charge
Shipper	.....	Carrier's customer. Shipper may also be consignor and/or consignee, as the case may be
(R)	.....	Denotes a reduction
(A)	.....	Denotes an increase
(N)	.....	Denotes new rate, charge or item

SECTION II

RULE 1

APPLICATION OF TARIFF

- (A) This publication is Carrier's intrastate tariff stating the rules, rates, charges and practices applying on carriage of goods by common carrier and all transportation services in connection therewith included in the following commodity classifications established by Carrier, between points in Massachusetts:
- (i) household goods – personal effects and property in whole or in part incident to a move by a householder used or to be used from one dwelling to another and/or to or from a dwelling and storage facility or warehouse; (ii) property – such as furniture, fixtures, equipment, objects of art, displays and exhibits in whole or in part incident to a move by stores, offices, museums, institutions, hospitals and other commercial establishments.
- (B) This publication also contains service rules and practices applying on carriage of property by common carrier and all transportation services in connection therewith under rates, charges and other provisions in this tariff, and in tariffs and contracts governed by this tariff.
- (C) In the event any rule, rate, charge, practice or provision of a rule, rate, charge or practice in this tariff is determined invalid by a court or administrative agency order or ruling, or by legislative enactment or amendment of the law, such determination or enactment shall not invalidate the whole tariff, but this tariff shall be construed as if not containing the particular rule, rate, charge or practice or provision thereof held to be invalid, and the rights and obligations of shipper (also referred to as consignor), the consignee or Carrier shall be construed and enforced accordingly.
- (D) Shipper or shipper's predetermined representative (as shipper's agent for all purposes) must be present during all packing, loading, unloading and unpacking.
- (E) Reference made herein to rules, items schedules, attachments, supplements or pages in this tariff include references to reissue or amendment of such rules, items, schedules, attachments, supplements or pages.

MAGNUM MOVING & STORAGE, INC.

RULE 2

PROPERTY SUBJECT TO BILL OF LADING

- (A) Unless otherwise provided, when property as classified under Rule 1(A)(i) 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 and Freight Bill (hereinafter "Bill of Lading") is required.
- (B) The rates shown herein are reduced rates conditioned upon the use of Carrier's Bill of Lading. Shipper, at his or her option, may elect not to accept the terms of the Bill of Lading, and in lieu thereof, to have Carrier transport the property with Carrier's liability limited only as provided by common law, and by the laws of the United States and Massachusetts, insofar as they apply, but subject to the terms and the conditions of the Bill of Lading insofar as such terms and conditions are not inconsistent with such Carrier's liability at common law; the rate charged therefor will be 100 percent 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 \$0.60 per pound per article or package including contents.
- (C) As provided in this tariff, or as amended, Shipper may declare a value in excess of \$0.60 per pound per article, by entering the value on the Bill of Lading and paying an additional valuation charge as provided herein.
- (D) When Shipper elects not to accept any of the terms of the Bill of Lading, he or she must give notice in writing to Carrier of such an election. 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."
- (E) If the Bill of Lading is issued on the order of Shipper, or his/her agent, in exchange or in substitution for another bill of lading, Shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election of common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of the exchanged or substituted bill of lading as fully as if the same were written or made in or in connection with the exchanged or substituted bill of lading. Any alteration, addition, or erasure made in the Bill of Lading which shall be made without the special notation thereon by Carrier issuing the Bill of Lading, shall be without effect, and the Bill of Lading shall be enforceable according to its original tenor.

RULE 3

DECLARATION OF VALUE
LIABILITY LIMITATION

- (A) Carrier's rates and charges are dependent upon value of the property declared or released.
- (B) Shippers are required to state specifically, in writing, the agreed or declared value of the property on the Bill of Lading prior to the start of any assessorial or transportation service, including packing.
- (C) When a shipment moves under hourly transportation rates and is released to Carrier at a value declared by consignor of \$0.60 per pound per article, the base transportation rate will apply with no additional valuation charge. Liability will be calculated per the weight of the item lost or damaged and will not exceed \$0.60 per pound per article as stipulated in the Bill of Lading. There is no additional cost to Shipper for this limited liability option.
- (D) Valuations shall be declared in dollars and cents per pound or a lump sum value and stated in writing as required on the Bill of Lading. Carrier will apply depreciation to any claim where the declared value exceeds \$0.60 per pound per article.
- (E) Carrier must offer a minimum of 2 valuation options as found on the Bill of Lading. Shipper is hereby advised of the opportunity to declare a higher value of protection of the property. An additional valuation charge applies to declared value options with pricing as outlined on Schedule C, as amended. These levels of liability, expressed as valuation options on the Bill of Lading, are not insurance agreements that are governed by state laws, but are contractual tariff levels of liability authorized under applicable law.
- (F) For property classified under Rule 1(A)(i), if Shipper declines or otherwise fails to declare the value in writing on the Bill of Lading, the shipment will be deemed released to Carrier at an agreed limitation of 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 found on Option B of the Bill of Lading prescribed in this tariff. For property classified under Rule 1(A)(ii), if Shipper declines or otherwise fails to declare the value in writing on Carrier's bill of lading, the shipment will be deemed released to Carrier at an agreed limitation of Carrier's maximum liability for loss and damage shall be \$0.60 per pound per article. A constructive weight, based on seven (7) pounds per cubic foot of loaded van space will apply if the weight of the shipment is undetermined.
- (G) The declared or agreed value shall be deemed to relate to all services undertaken by Carrier or its agents and such agreed or declared value must be entered on the Bill of Lading and signed by Shipper in his or her own hand.
- (H) Carrier will not be liable for indirect, special or consequential damages.

RULE 4

ARTICLES OF EXTRAORDINARY VALUE

- (A) All items included in the shipment that are considered to be of extraordinary (unusual) value must be specifically identified and Carrier must be advised that they are included in the shipment. Items of extraordinary value, as used in this Rule, are defined as those having a value of greater than \$100 per pound. The liability of any article listed can exceed \$100 per pound per article (based on the actual article weight), not to exceed the declared value of the entire shipment.
- (B) Carrier will not assume any liability whatsoever for: manuscripts, documents, data recorded on media such as computer discs, currency, coins, jewelry, watches, precious metals, precious or semiprecious stones or gems, gold, silver or platinum articles including silverware and service sets, china sets, crystal or figurines, fur or garments, antiques, oriental rugs, tapestries, rare collectable items or objects of art, computer software programs, or articles of extraordinary value including accounts, bills, deed, evidence of debt, securities, credit cards, debit cards, notes, postage stamps, stamp collections, revenue stamps, letters or packets of letters, articles of peculiarly inherent value, which are not specifically listed on the Bill of Lading or Declaration Items of Extraordinary Value form. Other items may also fall into this category and must be identified as well.
- (C) The purpose of identifying articles of extraordinary or unusual value as provided in this Rule is so that Carrier will be aware of those items that require special handling and protection. Failure to identify such articles will result in limited Carrier liability, as provided in subparagraph (E) below. The notification by listing the items on the Bill of Lading or Declaration Items of Extraordinary Value form must be presented to the lead packer before packing begins for Carrier packed high value items and to the van operator before loading begins for non-packed or owner packed items. Owner packed cartons containing high value items must be left open for the van operator to view and seal.
- (D) Owner (shipper) agrees that any claim for loss or damage must be supported by proof of value and understands settlement will be based upon the information furnished in writing and signed by Shipper, and the declaration of value contained on the accompanying Bill of Lading, the Bill of Lading terms and conditions, the tariff in effect at the time of the shipment, the Declaration Items of Extraordinary Value (if used) and all pertinent information available to Carrier. If articles having a value in excess of \$100 per pound per article are not listed on the Bill of Lading or Declaration Items of Extraordinary Value form, Shipper's signature on the Bill of Lading attests to the fact that such articles are not included in the shipment.

MAGNUM MOVING & STORAGE, INC.

- (E) If, through inadvertence or otherwise, item(s) having a value which would, under the circumstances constitute a/an item(s) of extraordinary value, be included in the shipment but not be identified as provided in this Rule, Carrier's liability will be limited as to such item or items for loss or damage to a value not to exceed the declared or agreed value in the shipment as the released value of the property; as stipulated in the declaration of value section of the Bill of Lading and its contract terms and conditions.**

RULE 5

CERTIFICATES OF INSURANCE

It will be the responsibility of Shipper to arrange additional insurance coverage which coverage is to cover value of the property in excess of agreed or declared value of Carrier's legal liability due to the reduced rates provided herein. Upon request of Shipper, Carrier may, at its option and subject to availability, arrange to provide "Certificates of Insurance" issued by an independent insurance company. When such insurance coverage is arranged by Carrier, Carrier will not assume responsibility for the limits of coverage, amount of the insurer's charges, nor for the quality of their services. The cost of any insurance in the name of Shipper will be borne by Shipper and will not be assumed by Carrier.

RULE 6

IMPRACTICABLE OPERATION

Carrier shall not be obligated to perform pick-up or delivery or render any services at a place or places where it is impracticable to operate vehicles, moving equipment or personnel because of:

- (A) The condition of roads, streets, driveways, alleys or approaches thereto;
- (B) Inadequate loading or unloading facilities;
- (C) Force majeure, insurrection, strikes, labor disputes, riots, acts of nature, the public enemy, the authority of law, the existence of violence, or threat thereof – including gang violence, disturbances tending to create reasonable apprehension of danger to persons or property, or any act beyond the control of Carrier from entering premises where pickup or delivery is to be made.

RULE 7

INSPECTION OF ARTICLES

When Carrier believes that it is necessary for the contents of packages to be inspected, Carrier shall make or cause such inspection to be made, or require other sufficient evidence to determine the actual character of the property tendered to Carrier for transport.

RULE 8

ARTICLES LIABLE TO CAUSE DAMAGE

- (A) Carrier will not accept for shipment property liable to contaminate, impregnate, infest or otherwise damage equipment or other property. By example, this would include property exposed to mold, mold spores or mildew.
- (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 notice to Shipper, and such articles will be taken at the owner's risk and damage, if any, to the premises shall also be at owner's risk.
- (C) Carrier will not deliver articles, which cannot be placed into premises without damage to the article or the premises, except after notice to Shipper or consignee, and such articles be delivered at owner's risk and damage, if any, to the premises shall also be at owner's risk.
- (D) Carrier shall not accept for shipment – under any circumstances – tanks or bottles designated to contain butane or propane (LP), including tanks and containers for gas barbecue grilles, torches, tools, or appliances. This prohibition also includes tanks or bottles that have been certified as empty.

RULE 9

PERISHABLE ARTICLES

- (A) Carrier will not accept for shipment frozen foods, plants or other articles requiring refrigeration except as provided in paragraph (B) of this Rule.
- (B) Frozen foods may be accepted for transport provided:
 - i. The food is contained in a freezer, which at the time of loading is operating at normal deep freeze temperature.
 - ii. The shipment is to be transported not more than 150 miles and/or delivery accomplished within twenty-four (24) hours from the time of loading.
 - iii. No storage of the shipment is required.
 - iv. No preliminary or en route servicing by use of dry ice, electricity, or other preservative method is required of Carrier.
- (C) When such articles are included in a shipment with or without knowledge of Carrier, responsibility for condition or flavor will not be assumed by Carrier.
- (D) Carrier will not assume liability for any damage to the freezer due to its lading with frozen food.

RULE 10

DANGEROUS ARTICLES NOT ACCEPTED

Explosives, hazardous, or dangerous property will not be accepted for shipment. Any person or persons, whether as principal, agent or relation (if individual consumer Shipper), shipping such property shall be liable for, and indemnify Carrier against all loss or damage caused by such property and Carrier shall be released from any duties imposed by law or otherwise and shall not be liable for safe delivery of the shipment. Such goods may be warehoused at owner's risk and expense or destroyed without compensation.

RULE 11

SERVICING SPECIAL ARTICLES

- (A) Upon request of Shipper, owner or consignee of the property, Carrier may, subject to sub-paragraph (B) below, service and unservice Special Articles at origin and destination at the transportation rates provided in Schedule A, as amended. 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 articles and appliances.
- (B) If Carrier does not possess the qualified personnel to properly service and unservice 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 Carrier engages the services of third persons at the request of and as agent for Shipper, owner or consignee, Carrier will not assume responsibility for their activities or conduct, amount of their charges, nor for the quality or quantity of the services furnished.
- (C) All charges of third parties must be paid by Shipper, and are in addition to all other lawful rates and charges in this tariff. Such charges may be advanced by Carrier, and billed as Advanced Charges as provided herein.
- (D) Except as otherwise provided herein, the services covered by this tariff do not include the handling, loading or unloading of any single article weighing 400 pounds or more. Shipper must provide the extra handling, loading or unloading in every instance, or if Carrier has additional personnel and equipment available, such Additional Services upon request of Shipper may be provided by Carrier at charges 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 Shipper.
- (E) As used in this Rule, Special Articles include articles or appliances such as refrigerators, deep freeze cabinets, radios, record players, washing machines, television sets, video cassette recorders, clothes dryers, microwave ovens, computers, electronic games, stereo equipment, HiFi equipment, clocks, satellite dishes, hot tubs, bathtubs, whirlpool baths, air conditioners, safes 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 unserved as provided in this Rule.

RULE 12

MARKING AND PACKING

- (A) All shipments must be so prepared or packed as to ensure safe transportation – primarily from shock and vibration, with ordinary care on the part of Carrier.
- (B) Packages containing fragile articles or articles consisting wholly or in part of glass, or earthenware when packed by Shipper or his/her agent or relation (if individual Shipper) particularly susceptible to damage in the ordinary course of transit, must be boxed, barreled, or crated and marked by plain and distinct lettering that designates the fragile character of contents and the need for care in handling, as to insure safe transportation with ordinary care; if not so packed and plainly marked to indicate the nature of the contents, Carrier shall not be liable for damage to shipments, except when proved to be negligent.
- (C) When articles of furniture, consisting wholly or in part of glass are covered or wrapped by Shipper or his/her agent or relation (if individual Shipper), such articles shall be wrapped in a manner to clearly expose glass surfaces or glass portions and transported as 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 in this tariff.

RULE 13

SHIPMENTS ACCEPTED

Shipments are accepted subject to all ordinances or laws governing or regulating the transportation of property or use of equipment, vehicles and facilities. Where any party engaging Carrier – generally, but not always, a social service agency(s) – has provided to Carrier an erroneous description of the nature, size or amount of property to be moved or fails to advise Carrier of any unusual conditions existing at origin or destination, Carrier will upon delivery of same, attempt to contact the third-party and offer to transport all or any portion of the property pursuant to actual conditions encountered subject to rates and charges contained herein. Where Carrier (a) cannot establish contact; or (b) approval cannot be obtained, Carrier will terminate the job. In the event Shipper, consignee, owner or third-party payer, refuses to authorize revised service rates and charges subject to actual conditions and circumstances confronting Carrier, Carrier will terminate the job subject to Carrier's minimum charge provided herein for use of Carrier's equipment and personnel which were furnished but not used.

RULE 14

CLASSIFICATION OF PARTS OR PIECES
OF A COMPLETE ARTICLE

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

RULE 15

DISASSEMBLY AND REASSEMBLY

Carrier will NOT assemble or reassemble any article embedded in the ground or secured to a building, nor assemble or disassemble 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 assemble or disassemble unusual articles found inside a building such as steel shelving, pool tables, elongated work tables, counters, etc.

Carrier will NOT arrange for such services to be performed by third parties.

RULE 16

PAYMENTS

- (A) Carrier shall have the right to retain possession of any property transported by it and may place the same in storage at the charge and expense of Shipper until all tariff rates and charges thereon due at delivery have been paid in cash, money order, certified check or credit card, except where other satisfactory arrangements have been made between Carrier and Shipper prior to Carrier's performance hereunder.
- (B) Nothing herein shall limit the right of Carrier to require, at time of or before shipment, the prepayment in part or in full or guarantee of charges.
- (C) Property not removed 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 has been made, or property not received, 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 Carrier, subject to all lawful charges and Carrier's responsibility as warehouseman only, or at the option of Carrier, may be removed to and stored in a warehouse at the point of delivery or at other available point, or if no such warehouse is available at point of delivery or other available point, then in other available storage facility, at the cost of the owner, and there held without liability on the part of 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 that event notice of the

MAGNUM MOVING & STORAGE, INC.

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 such property has been placed, subject to the provisions of this sub-paragraph.

- (D) The Shipper, upon tender of the shipment to Carrier, and the consignee, upon acceptance of delivery of shipment from Carrier, shall be liable, jointly and severally, for all unpaid charges payable on account of a shipment including, but not limited to, sums advanced or disbursed by Carrier on account of such shipment such as Advanced Charges. The extension of credit either to Shipper or consignee for such unpaid charges shall not thereby discharge the obligation of the other party to pay such charges in the event the party to whom credit has been extended shall fail to pay such charges.

RULE 17

IMPRACTICAL PICK-UP OR DELIVERY

- (A) It is the responsibility of Shipper, consignee or owner 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 impractical for Carrier to perform pick-up of shipment at origin address or to complete delivery of shipment at the destination address with normally assigned road haul equipment – due to the structure of the building(s), 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 – 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 Shipper, consignee or owner of the property, Carrier will use or engage smaller equipment than its normal road haul equipment or provide extra labor for the purpose, if possible for accomplishment, of transferring the shipment between the residence and the nearest point convenient or assessable to Carrier's vehicle(s). Charges for the auxiliary service described in this Rule to cover truck rental fees for additional vehicle (if used), the labor to cover pick-up and drop-off of said vehicle and extra labor and hours to accomplish delivery pursuant to this Rule will be set forth on the Bill of Lading and shall be in addition to all other transportation rate, charge or additional services.
- (D) If Shipper does not accept the shipment at the nearest point convenient or assessable to Carrier's vehicle(s) to the destination address, Carrier may place the shipment, or any part thereof that is not reasonably possible for delivery, in storage at the place of business of Carrier, or at the option of Carrier, in a public warehouse or other storage facility such as a self-storage facility, subject to a lien for all lawful charges. Transportation charges or rates to apply for such service shall be the applicable tariff rate. The liability on the part of Carrier will cease when the shipment is unloaded into the warehouse or other storage facility and the shipment shall be considered as having been delivered.
- (E) It is the responsibility of Shipper, consignee or owner of the property to make said property available to Carrier where the location of property to be shipped from or delivered to is (a) accessible by permanent stairway (ladders do not qualify as a permanent stairway); (b) adequately lighted; (c) has a flat continuous floor; and (d) sufficiently high overhead clearance for the work which allows a person to stand upright at all times. If access to said property is deemed unsafe by Carrier to conduct loading or unloading then move will cease or items delivered to nearest area that can be safely accessed in the Carrier's sole judgment.

RULE 18

WARHOUSE PICK-UP OR DELIVERY

- (A) 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 Carrier's vehicle(s). Unless consignee, beneficial owner or third-party payer authorizes Carrier to open all packages and prepare an inventory of their contents, all packages will be accepted for transportation marked "PBO" (meaning packed by others), designating that the contents and condition of contents are unknown to Carrier.
- (B) As Shipper, consignee or beneficial owner has the burden to prove "good order and condition" at the time the property is tendered to Carrier for carriage, such orders effectively forecloses Carrier's liability for so-called "concealed" loss or damage claim and therefore is not recommended.

RULE 19

HOISTING AND LOWERING

- (A) 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 and at rates and charges as provided herein.
- (B) Otherwise, upon request of Shipper, owner or consignee of the goods, Carrier as agent of and in behalf of Shipper, owner or consignee, as the case may be, will endeavor to arrange for qualified service, if available, at the expense of Shipper, owner or consignee of the property in the first instance or, if advanced by Carrier, paid by shipper as Advanced Charges, as provided herein. In such instances, Carrier will not be responsible for damage to shipment or property.

RULE 20

ESTIMATES

Carrier cannot quote a firm price on a move from a residence or an establishment to another point if a public way is to be used.

All written or electronic estimates or quotations are not guarantees. Any written or electronic estimate or quotation is subject to Carrier's lawful rates and charges.

MAGNUM MOVING & STORAGE, INC.

RULE 21

EXPLANATION OF HOLIDAY

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)	Labor Day (1 st Monday in September)
Washington's Birthday (3 rd Monday in February)	Columbus Day (2 nd Monday in October)
Memorial Day (Last Monday in May)	Veteran's Day
Easter	Thanksgiving Day (4 th Thurs, in November)
Independence Day (July 4)	Christmas Day

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

RULE 22

ADVANCED CHARGES

Charges advanced by Carrier for services of others engaged at the request of Shipper, owner or consignee, as the case may be, are in addition to and shall be collected with all other lawful rates and charges in this tariff. When Carrier engages the services of third persons at the request of and as agent for Shipper, Carrier will not assume responsibility for their activities or conduct, amount of their charges, nor for the quality or quantity of the services furnished.

RULE 23

TIME BASIS RATES

- (A) Transportation rates covering movements of household goods and property as described in Rule 1(A), crated, uncrated or in containers, on an hourly basis up to and including all points in Massachusetts are dependent upon the value declared or agreed upon in writing as the released values of the property not exceeding \$0.60 per pound per article. For transportation rates to apply on shipments where the declared value exceeds \$0.60 per pound per article, a valuation charge as applicable shall be added to the rate with pricing as outlined on Schedule C, as amended.
- (B) In the event of loss, where weight of shipment is not known, a constructive weight of 7 pounds per cubic foot of properly loaded van space shall be deemed to apply as the unit of measurement for purposes of ascertaining Carrier's liability.
- (C) Unless otherwise provided herein, time rates will be computed at the hourly rate applicable from the time vehicle, helpers or supervisors leave Carrier's terminal until the arrival back at the terminal and of unloading, less time spent for meals, vehicle breakdown or repair, subject to the following:

MAGNUM MOVING & STORAGE, INC.

- (D) Charges based on time shall be computed by multiplying the hourly rate by the time involved. Fractions of an hour will be disposed of as follows:
- a. Where the time involved is less than 30 minutes, one half hour.
 - b. When in excess of 30 minutes charge for one hour.
- (E) Carrier shall insert on the Bill of Lading prescribed by this tariff, the time Carrier's crew starts the job and the time they finish said job.

RULE 24

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 greater.

RULE 25

USE OF VEHICLE AND DRIVER

Carrier will not supply vehicle without driver.

RULE 26

WAITING OR DELAY

Rates and charges for any waiting time or delay will apply when vehicle is held for convenience of Shipper or consignee, through no fault of Carrier.

RULE 27

HOURLY MINIMUM

The hourly rate will be subject to a two (2) hour minimum.

RULE 28

LABOR CHARGES

Regular time and overtime labor charges cover all additional services for which no charges are otherwise provided in this tariff, as amended, when such services are requested by Shipper.

RULE 29

FURNISHING HELPERS

- (A) Carrier reserves the right to furnish the number of helpers necessary, in the opinion of Carrier, to properly handle shipments to be transported.
- (B) On request of Shipper, Carrier will furnish helpers in addition to number considered necessary by the Carrier at the applicable rates for such addition labor.
- (C) Shipper can refuse to authorize additional helpers Carrier considers necessary. In such event, Carrier will terminate job subject to Carrier's minimum charge provided herein for use of Carrier's equipment and personnel which were furnished but not used.

RULE 30

CLAIMS

(a) **Claims Filing Required:**

A claim for loss, damage, injury or delay shall not be voluntarily paid by Carrier unless filed electronically via Carrier's website, or in writing as provided in subparagraph (b) below, 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 submitted to Carrier. Carrier may require certified or sworn statement of claim. Suits shall be instituted against Carrier only within 2 years and 1 day from the day when notice in writing is given by Carrier to the claimant and 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, Carrier shall have NO liability.

(b) **Minimum Filing Requirements:**

A communication filed electronically via Carrier's website, or in writing from a claimant filed with Carrier within the time limits specified in the Bill of Lading or contract of carriage or transportation, and (i) containing facts sufficient to identify the shipment (or shipments) of property involved, (ii) asserting liability for alleged loss, damage, injury, or delay, and (iii) making claim for the payment of a specified or determinable amount of money, shall be considered as sufficient compliance with the provisions for filing claims embraced in the Bill of Lading or contract of carriage.

(c) **Documents not constituting claims:**

Bad order reports, appraisal reports of damage, notations of shortage or damage, or both, on freight bills, the Bill of Lading, delivery receipts, or other documents, or inspection reports issued by Carrier or their inspection agencies, whether the extent of loss or damage is indicated in dollars and cents or otherwise will, standing alone, not be considered by Carrier as sufficient to comply with the minimum claim filing requirements specified in this Rule.

(d) **Claims filed for uncertain amounts:**

Whenever a claim is presented against Carrier for an uncertain amount, such as \$100 more or less, Carrier will determine the condition of the shipment involved at the time of delivery by it, if it was delivered, and will ascertain as nearly as possible the extent, if any, of the loss or damage for which it may be responsible. It will not however, voluntarily pay a claim under such circumstances unless and until a formal claim in writing for a specified or determinable amount of money has been filed in accordance with the provisions of this Rule.

(e) **Concealed items:**

Carrier shall be immediately notified of all claims for concealed damage and shall be given reasonable opportunity to inspect alleged concealed damage in original shipping cartons, packing materials and contents.

(f) **Limitation of Liability:**

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 value declared by shipper, or where no value is declared, the deemed released value of \$1.25 per pound per article; or \$0.60 per pound per article.

(g) **No Liability for Damage Arising After Delivery; Owner's Risk:**

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 Carrier is directed to unload or deliver property (or render any service) at a place or places at which the consignee or its agent of Shipper is not present, the property shall be at the risk of the owner after unloading or delivery.

(h) **No Liability for Damage Arising Before Tender to Carrier; Owner's Risk:**

Where Carrier is directed to load property from (or render any services at) a place or places at which the consignor or agent of Shipper is not present, the property shall be at the risk of the owner before loading.

(i) **Sets:**

Carrier's liability with regard to sets or matched pieces shall be limited to repair or replacement of the lost 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 value declared by Shipper, or where no value is declared, the deemed released value at \$0.60 per pound per article.

(j) **Set-Offs Prohibited**

At no time shall Shipper deduct or offset any cargo claim or other alleged claim against charges owed to Carrier. Shipper is responsible for paying the published tariff rates and charges and may not offset any part of such freight charges on any outstanding loss and/or damage, overcharge or over collected claim.

RULE 31

MILAGE 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 by an Internet distance calculator (i.e., www.mapquest.com, <http://maps.google.com>).
- (B) If Shipper requests a longer route than the shortest practical route as shown in an Internet distance calculator (i.e., www.mapquest.com, <http://maps.google.com>), the mileage over the longer route as shown therein will apply.
- (C) If mileages are not shown from any point of origin to any point of destination in an Internet distance calculator (i.e., www.mapquest.com, <http://maps.google.com>), the mileage from or to the principal town in which each community is located shall apply.

FOR EXAMPLE: Green Bush is seen to be a part of Scituate. Therefore, Green Bush takes Scituate mileage.

- (D) If transportation rates are not shown herein for the actual distance provided in an Internet distance calculator (i.e., www.mapquest.com, <http://maps.google.com>), the rate shown for the next greater distance shall apply.

RULE 32

SUBCONTRACTING

If it should be determined that Carrier bears any responsibility for loss or damage occurring during the care, custody and/or control of any third-party, and be subject to law compulsorily applicable to their bills of lading, receipts, tariffs, service arrangements, and/or law applicable thereto, Carrier shall be entitled to all rights, defenses, immunities, exemptions, limitations of and exonerations from liability of whatsoever nature accorded under such bill of lading, receipt, tariff, service arrangement and/or applicable law, provided however, that nothing contained in this Rule shall be deemed a surrender by Carrier of its rights, defenses and immunities or an increase of any of its responsibilities or liabilities under the Bill of Lading, the tariff, service arrangement or laws applicable or relating to such carriage.

“Third-party” as used in this rule, includes, but is not limited to carriers by water, land or air, inland carriers, whether acting as direct or indirect sub-carriers, connecting carriers, substitute carriers and/or bailees, stevedores, terminal operators, and watching services, their direct and indirect agents or servants and any direct or indirect independent contractors.

RULE 33

MERCHANT'S RESPONSIBILITIES
DESCRIPTION OF GOODS AND LIABILITY LIMITATION

- (A) The description and particulars of the property defined in Rule 1(A)(ii) of a merchant (hereinafter the "Goods") set out on the face of a bill of lading and any description, particular or other representation appearing on the Goods, container or other packages, documents or inventories relating thereto are furnished by the merchant, and the merchant warrants to Carrier that the description, particulars and any representation made including, but not limited to, weight, content, measure, quantity, quality, condition, marks, numbers and values are correct.
- (B) The merchant warrants that it has complied with all applicable laws, regulations and requirements of customs, ports and other authorities and shall bear and pay all duties, taxes, fines, imposts, expenses and losses incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient marking, numbering, addressing or any other particular relative to the Goods.
- (C) The merchant further warrants that the Goods are properly marked and are packed in a manner adequate to withstand the ordinary risks of carriage having regard to their nature and in compliance with all laws, regulations and requirements which may be applicable.
- (D) No Goods that are or may become dangerous, inflammable or damaging or that are or may become likely to damage any property or person whatsoever shall be tendered to Carrier for carriage without Carrier's prior express consent in writing and without the container or other covering in which the Goods are to be transported being distinctly and conspicuously marked on the outside thereof so as to indicate the nature and character of any such articles and so as to comply with all applicable laws, regulations and requirements. If any such articles are delivered to Carrier without such written consent and marking or if in the opinion of Carrier the articles are or are liable to become dangerous, inflammable or damaging in nature, the same may at any time be destroyed, disposed of, abandoned or rendered harmless at the risk and expense of the merchant and without prejudice to Carrier's right to rates and charges.
- (E) The merchant shall be liable for all loss or damage of any kind whatsoever, including but not limited to contamination, soiling, detention and demurrage before, during and after the carriage of Goods cause by the merchant or any person acting on its behalf or for which the merchant is otherwise responsible.
- (F) The merchant and the Goods themselves shall be liable for and shall indemnify Carrier, and Carrier shall have a lien on the Goods for all expenses of mending, repairing, fumigating, repacking, recooling, bailing, reconditioning of the Goods and gathering of loose contents, also for expenses for repairing containers while in the possession merchant, for demurrage on Goods and any payment,

expense, fine, dues, duty, tax, impost, loss, damage or detention sustained or incurred by or levied upon Carrier, vehicle(s), Goods, containers or other packages and for any action or requirement of any government or governmental authority or person purporting to act under the authority thereof, seizure under legal process or attempted seizure, as a result of incorrect or insufficient marking, numbering or addressing of Goods or other packages or description of the contents, failure of the merchant to procure consular, board of health or other certificates to accompany the Goods or to comply with laws or regulations of any kind imposed with respect to the Goods by the authorities at any port or place or any act or omission of the merchant. Carrier's lien shall survive delivery and may be enforced by private or public sale and without notice.

- (G) The merchant shall defend, indemnify and hold harmless Carrier against any loss, damage, claim, liability or expense whatsoever arising from any breach of the provisions of this Rule, or for any cause in connection with the Goods for which Carrier is not ultimately responsible.
- (H) The merchant shall be required to state the agreed or declared value of the Goods on the bill of lading. Valuations shall be declared and stated in cents or dollars and cents per pound per article. If the merchant declines to declare the value or declines to an agreed value, the shipment cannot be accepted. The agreed or declared value shall be deemed to relate to all services undertaken by Carrier or its agents and to each article separately and not to the shipment as a whole. The merchant may declare on specific articles, valuation in excess of value declared on the shipment, and each such article must be described and its excess declared value set forth in the bill of lading in the following form:

‘Shipper hereby declares the value of the Property is stated by the Shipper to be not exceeding \$ _____ per pound per article and also agrees to pay the additional valuation charge.’

- (I) Value per pound per article in excess of \$0.60 cents – Unless, as provided in the preceding subparagraph, Carrier will not assume a greater valuation than \$0.60 cents per pound per article of any good tendered by a merchant. It will be the responsibility of Shipper to arrange additional insurance coverage which coverage is to cover value of the goods in excess of agreed or declared value of Carrier's legal liability due to the reduced rates provided herein.
- (J) Limitation of Liability. Unless there is negligence on the part of Carrier, Carrier shall not be liable for damage to the person or Goods of the merchant or any other person resulting from the transportation or services including failure to make delivery, short delivery, or non-delivery furnished by Carrier. In any event, for merchant, the Carrier shall not be liable in contract, in tort (including negligence and M.G.L. ch. 93A), strict liability or otherwise for any special, indirect, or consequential damages whatsoever including, but not limited to, loss of profits or

MAGNUM MOVING & STORAGE, INC.

revenue, loss of use of equipment, cost of capital, cost of temporary equipment, overtime, business interruption, spoilage of goods, claims of customers of the merchant or other economic harm, any penalties, fines, charge-backs, fees assessed by Shipper, consignee, or third party for failure to provide transportation or services up to and including specific transit times, scheduled deliveries, or failure to transfer documentation, including, but not limited to packing lists or customs forms and/or information from consignor to consignee.

SECTION III

RATES AND CHARGES

Carrier's rates and charges are set forth on the following Schedules, as amended.

MAGNUM MOVING & STORAGE, INC.

SCHEDULE A

TRANSPORTATION RATES

This schedule shall be used to determine Carrier's transportation rates as provided in Rule 23.

STANDARD TIME RATES: (Non premium rates)

Standard time rates apply when service is performed on weekdays (Monday thru Friday) between the hours of 8:00 AM and 4:30 PM.

OVERTIME RATES:

Overtime rates apply when service is performed on weekdays (Monday thru Friday) between the hours of 4:30 PM and 8:00 AM, and all day Saturday, Sunday, and holidays.

HOLIDAY RATES:

Holiday rates apply when service is performed during any hour on the holidays as set forth in Rule 21.

Transportation Rates:

Charges:

Peak Rates apply:

Household

Per Hour

April 15 through December 14

	<u>Regular</u>	<u>Overtime</u>	<u>Holiday</u>
Vehicle and Driver	\$ 100 (A)	\$ 100 (A)	\$ 100 (A)
Helpers, each	\$ 60 (A)	\$ 60 (A)	\$ 60 (A)
Supervisor, each	\$ 60 (A)	\$ 60 (A)	\$ 60 (A)
Additional Truck (N)	\$ 50	\$ 50	\$ 50

Non-Peak Rates apply:

Household

Per Hour

December 15 through April 14

	<u>Regular</u>	<u>Overtime</u>	<u>Holiday</u>
Vehicle and Driver (N)	\$ 100	\$ 100	\$ 100
Helpers, each (N)	\$ 50	\$ 50	\$ 50
Supervisor, each (N)	\$ 50	\$ 50	\$ 50
Additional Truck (N)	\$ 50	\$ 50	\$ 50

MAGNUM MOVING & STORAGE, INC.

SCHEDULE B

PIANO HANDLING AND OTHER CHARGES

This schedule shall be used to determine Carrier's piano handling and other charges.

Piano Handling Charge:

First floor to first floor: \$75.00; each additional flight: \$15.

Hoisting Service Charge:

A. Crane: \$225 for first piece; \$75 for each additional piece.

B. Hand hoist: \$45 for first piece; \$15 for each additional piece.

Box Delivery Service Charge: \$25 for orders under \$50.

Permit Service Charge: \$150 per first truck for all locations. If permit includes meters, add \$15.00 per truck.

Police Detail (per officer): \$175 for the first 4 hours; \$150 for the second 4 hours

Overnight Hold Charge: \$200.00/night per truck (required for any job under 8 hours).

Debris Removal Charge: \$250

SCHEDULE C

VALUATION CHARGES

Released Value of \$0.60 per pound per article. This is the most economical protection option available; however, this no-cost option provides only minimal protection. Under this option, the Carrier assumes liability for no more than \$0.60 per pound, per article. Loss or damage claims are settled based on the weight of the article multiplied by \$0.60. For example, a \$10.00 crystal bowl that weighs 2 pounds would be reimbursed for \$1.20; a television set that weighs 50 pounds would be reimbursed \$30.00; and antique writing desk, valued at \$1,500.00, weighing 210 pounds would be reimbursed \$126.00.

The Table below shall be used to determine the rate on a shipment, when such shipment is released to a value exceeding \$0.60 per pound per article as evidenced by an increased value declared on the Bill of Lading. The method by which such rates are determine is outlined below:

Excess Declared Value.

Shipper may increase Carrier's liability if any article is lost, destroyed or damaged while in Carrier's possession to a level whereby Carrier will either A) repair the article to the extent necessary to restore it to the same condition as when it was tendered for delivery to Carrier, or pay the cost of such repairs; or B) replace the article with an article of like kind and quality, or pay the cost of such replacement; but in no event to exceed the value declared on a depreciated basis (Option B). To qualify for said protection, the declared value of the shipment must be declared on the Bill of Lading under Option B. The cost – your valuation charge – for such *additional protection is based on your declaration of value placed on the shipment and set forth in the schedule with and without deductibles* below. Your total transportation charges for the move in such case would be all applicable rates and charges set forth in the preceding and subsequent Schedules, Advanced Charges, plus the applicable valuation charge.

The following is a current valuation charge:

\$ 25.00/per every one thousand (\$1,000) dollars declared value placed on the shipment.

The provisions described in this schedule are contractual limits of liability and are not to be considered or construed as insurance.

MAGNUM MOVING & STORAGE, INC.

SCHEDULE D

MATERIAL CHARGES

This schedule shall be used to determine Carrier's charges for materials.

Materials	
1.5 Book Carton	\$ 4
3.1 Linen Carton	\$ 6
4.5 Large Carton	\$ 7
5.2 Dish Carton	\$ 8
6.1 Lamp Shade Carton	\$ 8
Bin Rental	\$ 350
Lamp Base Carton	\$ 8
Laydown Wardrobe Carton	\$ 15
Mattress Bag	\$ 15
Mirror Carton - Large	\$ 16
Mirror Carton - Small	\$ 16
Paper (25 lb package)	\$ 30
Shrink Wrap (per item)	\$ 5
Shrink Wrap (per roll)	\$ 25
Tape (per roll)	\$ 4