

Issued by: **Mercury Moving and Storage Systems, LLC**
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DTE #30492

DEPOSIT ONLY
DEPT. OF PUBLIC UTILITIES
ACC# 020053590323
02/22/2016 12:56 0000015
NO CHECK
\$100.00

Issued on 02/22/16 Effective on 03/22/16

M.D.T.E. No. 19
Cancels
M.D.T.E. No. 18

Signed by: **Jessica Hennessy**
Title: **Managing Member**



Rates, rules and regulations applying on Massachusetts intrastate movements of household goods.

- C. If shipper declines to declare the value in writing, the shipment will automatically be released at \$1.25 per pound as found in Option B on the bill of lading and the shipper will be responsible for the valuation charge.

The agreed or declared value shall be deemed to relate to all services undertaken by the carrier or its agents and such agreed and declared value must be entered on the bill of lading and signed by the shipper in their own hand.

- D. Carrier must offer a minimum of 2 options of declared value, which are consistent with options, A, B, and/or C defined on the Combined Uniform Household Goods Bill of Lading and Freight Bill.

RULE 6 CERTIFICATES OF INSURANCE

We may, at our option, provide "Certificates of Insurance" issued by an independent insurance company. The cost of any insurance in the name of the shipper will be borne by the shipper and will not be assumed by the carrier.

RULE 7 PAYMENTS

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

RULE 8 IMPRACTICAL PICK-UP OR DELIVERY

- A. It is the responsibility of the shipper to make shipment accessible to carrier or accept delivery from carrier at a point at which the road haul vehicle may be operated safely.
- B. When it is physically impossible for carrier to perform pick-up of shipment at origin address or to complete delivery of shipment at destination address with normally assigned road haul equipment, due to the structure of the buildings, its inaccessibility by highway, inadequate or unsafe public or private road, overhead obstruction, narrow gates, sharp turns, trees, shrubbery, the deterioration of roadway due to rain, flood, snow, or nature of an article or articles included in the shipment, the carrier shall hold itself available at point of pick-up or tender delivery at destination at the nearest point of approach to the desired location where the road haul equipment can be made safely accessible.
- C. If the shipper does not accept the shipment at the nearest point of safe approach by carrier's road haul equipment to the destination address, the carrier may place the shipment, or any part thereof not reasonably possible for delivery, in storage at the nearest available warehouse of the carrier, or at the option of the carrier, in a public warehouse, subject to a lien for all lawful charges. Transportation charges to apply for such service shall be the applicable tariff rate. The liability on the part of the carrier will ease when the shipment is unloaded into the warehouse and the shipment shall be considered as having been delivered.

RULE 9 WAREHOUSE PICK-UP OR DELIVERY

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

RULE 10 ARTICLES LIABLE TO CAUSE DAMAGE

Carrier will not accept for shipment property liable to impregnate, infest or otherwise damage equipment or other property.

Carrier will not accept for shipment articles, which cannot be taken from the premises without damage to the article or the premises, except, after due notice to the shipper, such articles will be taken at the owner's risk.

RULE 11 PERISHABLE ARTICLES

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

Frozen Food

1. The food is contained in a freezer, which at time of loading is operating at normal deep freeze temperature.
2. The shipment is to be transported not more than 50 miles and/or delivery accomplished twenty-four hours from time of loading.
3. No storage of shipment is required.
4. No preliminary or reroute servicing by use of dry ice, electricity, or other preservative methods is required of the carrier.

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

When such articles are included in the shipment with or without knowledge of the carrier, carrier will not assume responsibility for condition or flavor.

RULE 12 ARTICLES OF EXTRAORDINARY VALUE

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

RULE 13 DANGEROUS ARTICLES NOT ACCEPTED

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

RULE 14 CONSOLIDATED SHIPMENTS

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

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

RULE 15 COMPLETE ARTICLE

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

RULE 16 REISSUED ITEMS, RULES OR PAGES

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

RULE 17 CLAIMS

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

RULE 18 SERVICING SPECIAL ARTICLES

The transportation rates in this tariff do not include servicing or un-servicing articles or appliances such as refrigerators, deep freeze cabinets, radios, record players, washing machines, television sets, video cassette recorders (VCR's), dryers, microwave ovens, computers, electronic games, stereo equipment, HiFi equipment, clocks, satellite dishes, hot tubs, whirlpool baths, air conditioners, and the like which, if not properly serviced, may be damaged in, or incident to, transit; nor is liability assumed for any such damage unless said articles or appliances are serviced and un-serviced as provided in (A) or (B) below.

- A. Upon request of shipper, owner or consignee of the goods, carrier may, subject to (B) below, service and un-service such articles and appliances at origin and destination for the additional charge provided in Section I, Additional Services. Such servicing and un-servicing 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 un-service 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 un-servicing. When third parties are engaged by the carrier to perform any service, the carrier will not assume responsibility for their activities or conduct; amount neither of their charges; nor for the quality or quantity of service furnished.
- C. All charges of the third parties must be paid by the shipper, and are in addition to all other charges in this tariff. Such charges will be advanced by the carrier, and billed as an Advanced Charge as provided in Rule 25 herein.
- D. Except as otherwise specifically provided in this tariff, or as amended, the services covered by this tariff do not include the handling, loading, unloading of any single article weighing 1,000 pounds or more. The shipper must provide the extra handling, loading or unloading in every instance, or if the carrier has additional personnel and equipment available, such extra services upon request of the shipper may be provided by the carrier at charges as shown in this tariff. When necessary such articles must be securely braced and blocked, and when such bracing or blocking require material not forming part of the regular equipment of the vehicle, or extra labor, such material and labor must be furnished by the shipper.

RULE 19 MARKING AND PACKING

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

- D. Where articles are improperly packed, crated, or boxed and by reason thereof the contents are more susceptible to damage, carrier may arrange to have such articles properly packed at charges as shown in this tariff.

RULE 20 FURNISHING HELPERS

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

RULE 21 SHIPMENTS ACCEPTED

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

RULE 22 HOISTING OR LOWERING

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

RULE 23 DISPOSITIONS 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 or one cent or greater.

RULE 24 EXPLANATIONS OF HOLIDAYS

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

New Year's Day (January 1), Labor Day (1st Monday in September), Washington's Birthday (3rd Monday in February), Columbus Day (2nd Monday in October), Memorial Day (Last Monday in May), Veteran's Day (4th Monday in October), Independence Day (July 4), Thanksgiving Day (4th Thurs, in November), Christmas Day (December 25)

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 25 ADVANCED CHARGES

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

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

RULE 26 DISASSEMBLY AND REASSEMBLY

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

RULE 27 WRITTEN ESTIMATES/QUOTATIONS

Carrier may give an estimated cost in writing, but in so doing be qualified to estimate within twenty-five per cent (25%) of actual charges. The final charges to be assessed shall not be more than one hundred twenty-five percent 125% of the estimated cost if there is no scope change.

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

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

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

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

RULE 28 BINDING ESTIMATE

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

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

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

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

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

GENERAL RULES -TIME BASIS

RULE 29 COMPUTING TIME

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

Charges based on time shall be computed by multiplying the hourly rate by the time involved. Unless otherwise provided, fractions of an hour will be disposed of as follows: Where the time involved is less than fifteen (15) minutes, one quarter hour. When in excess of 15 minutes, but not more than thirty (30) minutes, charge one-half hour. When in excess of 30 minutes, but not more than forty-five (45) minutes, charge for three-quarters of an hour. When in excess of forty-five (45) minutes charge for one hour.

RULE 30 USE OF VEHICLE AND DRIVER

Carrier will not supply vehicle without driver.

RULE 31 TIME

- A. Mercury Moving shall insert on the Household Goods Bill of Lading described in this tariff, the time we start the job and the time we finish said job.
- B. This shall include the travel time as referred to in this Section.

RULE 32 FOUR-HOUR MINIMUM

The hourly rates will be subject to a four (4) hour minimum charge including the applicable charge for travel time.

ADDITIONAL SERVICES

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

ITEM 110 PACKING SERVICES

1. The labor rate for packing and unpacking is the same for that of moving.
2. Packing rates do not include materials.
3. Travel time will be charged for packing or unpacking.

NOTE 1: Cubical content must be shown on all cartons.

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

ITEM 120 LABOR CHARGES

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

ITEM 141 APPLIANCE SERVICE

Household appliances or other articles (such as washers, dryers, refrigerators, freezers, etc.) requiring special servicing for safe transportation: (Subject to request of the shipper, owner, or consignee, and provisions of Rule 18).

CARRIER SERVICING at origin:

First Article	Article	\$24.00
Each Additional Article	Article	\$15.00

CARRIER SERVICING at destination:

First Article	Article	\$15.00
Each Additional Article	Article	\$10.00

ITEM 146 HOISTING AND LOWERING

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

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

Applies each time services are rendered.
Applies in connection with Rule 22.

NOTE 1. Does not apply when third parties are used.

NOTE 2: For use of carrier's manual handling (blue rigging) equipment only.
Does not include labor. See item 120 for labor charges.

ITEM 147 PIANO OR ORGAN CARRY CHARGES

1 st Floor to 1 st Floor	Flat Charge \$25.00
Other than to 1 st Floor to 1 st Floor	Flat Charge \$45.00

Note 1: Applies once per shipment for each piano or organ.

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

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

BETWEEN: Woods Hole, MA and	PER	RATE
Martha's Vineyard Island	100 pounds	\$7.50
Nantucket Island	100 pounds	\$9.50

NOTE 1: A minimum charge based on a minimum weight of 5,000 lbs. will apply on shipments transported to or from Islands named.

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

TIME BASIS TRANSPORTATION RATES

Transportation rates covering movements of household goods and related articles as described in Rule 1., crated, uncrated or in containers, on an hourly basis up to and including 50 miles from point(s) of origin to point(s) of destination, and/or up to 100 air miles.

Discounted Rate applies only to two worker crews and is charged at the following times:

January: Monday- Thursday (except for the last 8 days of the month, which are regular rate days) *January 1st we do not offer service

February: Monday – Thursday (except for the last 8 days of the month, which are regular rate days)

March: Monday – Thursday (except for the last 8 days of the month, which are regular rate days)

April: Monday – Thursday (except for Patriot’s Day and the last 14 days of the month, which are regular rate days)

Regular Rates apply when service is performed between the hours of 8:00 A.M. and 5:00 P.M, unless the day is specified as a peak day, Sunday, or holiday. (Discounted rate only applies to two worker crews, as detailed in the previous paragraph)

Peak Rates apply when service is requested by the shipper to be performed:

May- The first day of the month, and then starting the 3rd Saturday in May through the end of the month.

June – The first 5 days of the month, Saturdays, and starting June 14th through the 30th of the month

July – The first 3 days of the month, Saturdays, and starting July 16th through the 31st of the month

August – The first 3 days of the month, Saturdays, and August 16th through the 31st of the month

September – The first 3 days of the month or until after Labor Day, Saturdays, and the last 7 days of the month

October – The first day of the month, Saturdays, and October 24th through the 31st of the month.

November – The first day of the month, Saturdays, and November 19th through the 30th of the month.

December – The first day of the month, December 23rd through the 30th of the month.

*Exceptions are holidays and Sundays

Night Rates apply when service is requested by the shipper to be performed on any day (Sunday thru Saturday) between the hours of 5:00 P .M. and 8:00 A.M.

Holiday Rates apply when service is requested by the shipper to be performed on Sunday, or any hour on the holidays as set forth in Rule 24.

An additional charge to the actual bill of lading hours shall be assessed for each vehicle and driver, helper, and supervisor to cover their travel time. Such a charge shall not be applied more than once during any one day to the same shipper for the same vehicle and driver, helpers, or supervisors. Travel time charges shall be calculated based upon portal to portal and a minimum of one half hour each way from the Avon, MA port.

Transportation/packing and unpacking/travel rates

Moving Services/hour	Disc. Rate	Reg. Rate	Peak Rate	Night/Holiday
Truck with two movers	99.00	117.00	129.00	166.00
Truck with three movers	149.00	149.00	169.00	216.00
Truck with four movers	193.00	193.00	215.00	266.00
Truck with five movers	235.00	235.00	260.00	313.00
Truck with six movers	277.00	277.00	306.00	366.00
Truck with seven movers	319.00	319.00	351.00	416.00