

Household Good Carrier Tariff  
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Tariff #1

Effective October 26, 2020

Title Sheet  
Moe's Moving & Storage, LLC  
Tariff NO. 1

This tariff contraction the description, regulations, and rates applicable to furnishing of services and facilities for household goods and services provided by Moe's Moving & Storage, LLC with principal offices at 269 Greenville Ave Johnston, RI 02919. This tariff is on file with the Commonwealth of Massachusetts Department of Public Utilities, and copies may be inspected during normal business hours at the Company's principal place of business. The company's telephone number is (866) 584-1423

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## **Item 1                      Application of Rates**

Rates in this tariff apply on personal household goods and effects moving between points within Massachusetts, with loading at one point at origin and unloading at one point at destination

## **Item 2                      Definition of Terms**

"Personal Household Good and Effects", means new or used personal effects and property normally used in a residential dwelling

"Commercial Household Goods", means furniture, fixtures, equipment and property of stores, offices, museums, institutions, hospitals, or commercial establishments; articles also include objects of art, displays, and exhibits, which, because of their unusual nature and/or value, require specialized vehicles handling equipment and labor utilized in the moving of household goods.

"Pickup", means calling for, loading and/or receiving good and providing a receipt for such at shipper's residence or place of business directly accessible to the carrier's vehicle.

"Warehouse Pickup or Delivery", means loading or unloading at only doors, platforms or other points convenient or directly accessible to the carrier's vehicle.

"Linehaul", means the service of traveling between pickup point to delivery point

"Travel Time", means and includes the time spent traveling from dispatch point/terminal to initial pick-up point, linehaul, and time spent traveling from final delivery point back to dispatch point/terminal.

## **Item 3                      Limitations and Restrictions**

The obligation to accept articles for shipment shall be subject to the capacity and availability of appropriate type of vehicle; restrictions of streets, highways, bridges or other structural impairments; and to the requirements of laws, ordinances or regulations

Rates do not provide for protection from cold or heat, nor is carrier obligated to provide heated or refrigerated service, except as may be provided for in this tariff.

Except as may be provided, nothing in this tariff shall require a carrier to perform pickup, linehaul or delivery service between the hours of 5:00PM and 7:00AM; nor on Saturday, Sunday, New Year's Day, President's Day, Good Friday, RI Independence Day, Memorial Day, Independence Day, Victory Day, Labor Day, Columbus Day, Election Day, Thanksgiving, or Christmas as may be observed on such various days as are appointed by the Governor or state government of MA, or the president or congress of the US.

## **Item 4                      Prepayment or Guarantee of Charges**

Carrier can require a written guarantee of the total charges, or the prepayment of the charges at pickup, or payment in full at time of delivery. Carrier must inform shipper proper to pickup of the terms of payment and the required method of payment, viz; Cash, personal or certified check.

## **Item 5                      Bill of Lading**

When property is transported subject to this tariff, carrier must issue a Bill of Lading, with a "Truth in Coverage" Statement attached, to the shipper of the goods and shall be liable to shipper for any loss or damage to the property caused by the carrier. The Bill of Lading used must conform in content and format to that appended to the Rules and Regulations Governing Transportation Provided by Motor Carriers of Property. No contract, receipt, rule, regulation, limitation or notation whatsoever shall exempt the carrier from this liability, dependent upon value, agreed upon by shipper and approved and authorized by the MADPU..

The entire agreement between parties is contained in this tariff, the Rules and Regulations of the Division and the Laws of the State of Massachusetts, and the Bill of Lading and attached "Truth in Coverage" Statement.

- a. Upon completion of services at destination, the Bill of Lading will be completed, and shall contain all charges for transportation base on actual time consumed for each vehicle with driver, helpers, packers, packaging and packing material, and such other charges as may applicable under the rules, rates, and charges contained in this tariff.

- b. In the spaces provided in Section 3 of the Bill of Lading, the carrier must record the "Start Time:" the hour and minute the carrier started, "End Time:" the hour and minute the carrier completed the job, and "Lunch Time:" the hours and minutes spent for meals and downtime.

(See Items numbered 9,10 and 11)

#### **Item 6 Shipper's Choice of Loss Coverage Required**

The following conditions must be met prior to loading the shipment for relocation:

Only one coverage must be selected and options cannot overlap:

Every shipper or agent must choose between DEPRECIATED VALUE AND RELEASED VALUE coverage for the shipment. This statement is binding on the shipper and carrier; and, it shall be made part of the Bill of Lading and shall be executed by choosing and checking one of the choice below:

If the shipper or its agent do not choose one of the two coverage options, the default coverage will be the depreciated value coverage.

#### **Item 7 Restriction of Articles**

Carrier will not accept any hazardous materials. Any party concealing such material shall be liable and shall indemnify the carrier against all loss caused by the shipping of such goods.

Carrier will not accept any article that is liable to damage equipment and/or property.

Carrier will not be liable for loss or damage of Articles of Extraordinary Value in its possession without its knowledge. A special agreement can be made to carry such goods, as provided for in the Bill of Lading.

Carrier will not accept articles, which cannot be taken from or placed into a building without damage to the article and/or building; except with a written release from the owner, shipper, consignee and their agent acknowledging and assuming responsibility for such damage to article and/or building. This release excludes any damage to the article and/or building caused by negligence of the carrier.

Carrier will not accept articles manufactured from particleboard, unless article is disassembled and knocked down flat by owner for the move; or with a written release from owner assuming responsibility for damage, other than damage caused by negligence of the carrier.

#### **Item 8 Inspection and Repackaging**

Carrier has right to inspect contents of packages to determine the character and condition of the property being moved. Furniture or fragile articles, packed by the shipper, must be properly supported and cushioned and the container must be marked as to be fragile nature of the contents.

Carrier has the right to refuse articles that are improperly packed and are susceptible to damage because of the inadequate packaging. At the request of shipper or agent, carrier will properly repackage at charges shown in this tariff.

#### **Item 9 Computation of Time**

Time of service shall be computed from the time the vehicle reports at point of origin until delivery has been completed at destination, plus traveling time from terminal and return thereto, less time spent for meals and downtime.

**Item 10 Disposition of Fractions**

Unless otherwise provided in this tariff, to dispose of fractions in computing a rate or charge, omit fractions of less than one-half (1/2) of one cent, or increase to the next whole figure those fractions which are equal to or more than one-half (1/2) cent.

**Item 11 Hourly Rates: Method of Computation**

Charges based on time shall be computed by multiplying the hourly rate by the time-period involved. Fractions of an hour shall be disposed of as follows:

- a. Where the time involved is less than 15 minutes,  
the charge shall be for one-quarter of an hour;
- b. Where the excess of 15 minutes but not more than 30 minutes,  
the charge shall be for one-half hour;
- c. Where the excess of 30 minutes but not more than 45 minutes;  
the charge shall be for three-quarters of an hour;
- d. Where the excess of 45 minutes but not more than 60 minutes;  
the charge shall be for one hour.

**Item 12 Advancement of Charges**

Carrier may advance charge, only at the owner's request, for services necessary to facilitate the movement of goods; viz, appliances removal and/or installation; or any other circumstance requiring special equipment, skill, or licensing. When carrier engages the third party at the request of and as agent of the owner, carrier will not be liable for third party activities or conduct, amount of charges, nor for the quality or quantity of services. The advance charges will be in addition to tariff charges and will be supported by third party's invoices.

**Item 13 Vehicle and Driver Required**

Carrier shall not supply a vehicle without a driver

**Item 14 Perishable Foods**

Except as otherwise provided in this Item, carrier shall not accept for shipment any frozen foods or any other articles requiring refrigeration. At the carrier's option, frozen foods may be accepted for transportation, provided:

- a. The food is contained in a freezer which at the time of loading is operating at normal deep-freeze temperature;
- b. The shipment is to be transported not more than 80 miles and or delivery be accomplished within 24 hours from the time of loading;
- c. No storage of the shipment is required; No preliminary or en route servicing by use of dry ice, electricity, or other preservative methods are required of carrier;
- d. Carrier will not be responsible for the condition or the flavor of the food.

**Item 15 Disassembling and Reassembling**

Transformation charges do not include the cost of removing any outdoor articles embedded in the ground or secure to a building, nor the assembling or disassembling of any indoor or outdoor articles. Charges for this service are listed in Item 500 of this tariff.

**Item 16 Waiting or Delay Time**

Rates and charges for waiting or delay time shall be shown in Item 500 and of this tariff. Charges apply to vehicle and crew and shall apply when vehicle is held for the convenience of the shipper and/or consignee, through no fault or neglect of the carrier or its agent.

**Item 17                   Furnishing Helpers**

Carrier will furnish the number of helpers expected to be necessary to properly handle the shipment to be transported

On requests of the shipper, the carrier may furnish additional helpers at the applicable rates for helpers. Charge will be in addition to all other applicable charges. Charges for this service are listed in Item 500 of this tariff

**Item 18                   Hoisting and/or Lowering of Articles**

Hoisting or lowering serviced will be performed at points only where carrier has equipment and qualified personnel necessary to perform such service, weather conditions permitting. Otherwise, upon request of shipper, or owner of the goods, the carrier, as agent of and for and on behalf of shipper or owner, will attempt to arrange for service, at the expense and risk of the shipper or owner of the goods. In such instances, the carrier shall not be responsible for damage or loss of the shipment or property when in possession of the third party.

**Item 19                   Toll Charges**

Where delivery of any commodity covered by this tariff must be made by use of toll bridge or ferry, the actual cost (prevailing charges) will be added to all other charges. In addition to the charge to be collected on the loaded movements, the same charges will also apply on the return of the carrier's vehicle.

**Item 20                   Cross Reference to Charges, Items, Notes or Rules**

Where reference is made in this tariff to charges, items, notes or rules, such reference will also embrace any revision of successive issues charges, items, notes or rules.

**RULES GOVERNING FILING OF CLAIMS OR SUITS**

**Item 300                Loss, Damage, or Overcharge Claims or Suits.**

NOTE: Notations of loss, damage or overcharge made at the time of delivery on the Bill of Lading, do not constitute the filing of a claim.

Any claim for damage, loss or overcharge shall be filed with the carrier in writing by the claimant; and shall be accompanied by the paid original bill to the carrier. In lieu thereof, carrier may require certified or sworn statement of claim.

Carrier must be notified of any concealed damage and shall be allowed the opportunity to inspect articles damaged, the package, and packing material.

Carrier's liability for sets or matched articles shall be limited to repair or replacement of the lost or damaged item only.

Carrier's liability shall not exceed cost of repairing or replacement of lost or damaged article with like kind and quality, not to exceed the depreciated value, and in no event a greater amount than the released value declared on the Bill of Lading.

Loss or Damage: Claims for loss and/or damage must be filed with the carrier, in writing, within nine months after delivery of the property, or in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed; and, suits shall be instituted against the carrier only within two years and one day from the day when notice, in writing, is given by the carrier to the claimant, that the carrier has disallowed the claim, or any part or parts thereof, specified in the notice. When claim is not filed or suit is not instituted in accordance with the foregoing provisions the carrier shall not be liable, and, such claims or suits shall not be paid.

Overcharge: Claims for overcharge payments must be filed with the carrier, in writing, within two years after delivery of the property; and suits shall be instituted against carrier within two years and one day from the day when the notice, in writing, is given by the carrier to the claimant that the carrier has disallowed the claim. When claims are not filed or suits are not

The Carrier is responsible for the delivery of all items listed on an inventory made pursuant to a move, whether made by the carrier or the shipper, as long as inventory is signed by both the carrier and the shipper.



**Item 405**                    **Accessorial Labor Charges**

The charge named in this Item shall cover all accessorial services for which no charges are otherwise provided in this tariff. Such charge shall be in addition to all other charges accruing on any involved shipment.

The charge will apply only when such unnamed service is requested by the shipper and / or consignee.

The charge per man furnished, shall be equal to the total number of hours consumer (less mean times) multiplied by the applicable hourly rate applicable to helper-per-man as provided in Items 500, as may be amended, as as my be the case, of this tariff (see Item 11).

**Item 500**                    **Rates and Charges**

Rates are in US Dollars and cents per hour for vehicle with driver and helper. A minimum of (4)hours will be assessed. (See Items 9, 10 and 11)

Monday thru Saturday 9:00 am thru 5:00 pm

Vehicle with Driver and Helper	\$175 per hour
Each Additional Helper	\$70 per hour

Monday thru Saturday after 5:00 pm

Vehicle with Driver and Helper	\$175 per hour
Each Additional Helper	\$70 per hour

Sunday and Holidays 8:00 am thru 5:00 pm

Vehicle with Driver and Helper	\$262.50 per hour
Each Additional Helper	\$105 per hour

Sundays and Holidays after 5:00 pm

Vehicle with Driver and Helper	\$262.50 per hour
Each Additional Helper	\$105 per hour

**Item 501**                    **Valuation Coverage Charges**

\$9.50 per each \$1,000 of Declared Value \$10,000 Minimum, \$0 Deductible.