

MADPU No. 1

Original Sheet 1

HOUSEHOLD GOODS CARRIER TARIFF

MOVE IT OR LOSE IT, LLC

**TARIFF NO. 1
(Effective Date June 1, 2020)**

This tariff contains the description, regulations, and rates applicable to the furnishing of services for household goods moving services provide by **MOVE IT OR LOSE IT, LLC** with principal office located at **125 Graniteville Road Chelmsford, MA 01824**. 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 owner/president is Daniel J. Shields, telephone: (978) 608-7412, email: dan.shields2898@gmail.com. The registered agent is Joseph A. Shields, Esq. telephone: (978) 935-1951, email: josephshields04@gmail.com.

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DEFINITIONS

Shipper – Customer who hires moving company

Carrier- Moving Company: Move It or Lose It, LLC

Legal Holiday – Any legal National/State Holiday

Lb – Pound

State of Emergency – Declaration by Governor of Massachusetts of imminent threat of a natural or man-made disaster.

RULE 1: Mileage Calculations

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

RULE 2: Regular Hours of Service

Move It or Lose It, LLC's regular hours of service are between 8:00 AM and 7:00 PM each day except for Saturdays, Sundays and legal holidays.

RULE 3: Rates for Service

Move It or Lose It, LLC charges the following rates during regular hours of service, unless the parties agree to a flat rate in writing:

\$100 per hour for two movers and a box truck. \$35 per hour for each additional mover required. For example:

\$135 per hour for three movers and a box truck.

\$170 per hour for four movers and a box truck.

The number of movers required to complete the job is at the discretion of **Move It or Lose It, LLC**.

3.1 Minimums & Maximums:

Please note there is a 3-hour minimum per day for all services. There is a 3-mover minimum for weekends and legal holidays.

3.2 Overtime/Holiday:

Move It or Lose It, LLC charges an additional **25%** for services outside of regular hours of service and for services on Saturdays, Sundays, Legal Holidays.

3.3 Flat Rates:

Move It or Lose It, LLC may charge a flat rate when customer is seeking to move a small amount of household goods or single bulk items such as a couch, refrigerator, safe, piano, swing set, etc. These costs will vary depending on the amount of time it will take, any special equipment needed and the number of movers needed for this service.

3.4 Discounts:

It is against the law to offer discounted rates below the rates recorded in this tariff and therefore, **Move It or Lose It, LLC** cannot offer discounted rates or ask for a good rating in return for services.

RULE 4: Estimates:

Move It or Lose It, LLC may provide in-home or over-the phone estimates. The goal of the estimates is to gather the following information:

- a. Shipment Origin;
- b. Shipment Destination;
- c. Shipment Volume/Weight;
- d. Labor Requirements;
- e. Logistics & Time Constraints; and
- f. Associated equipment requirements

Please note that final cost of services may vary from the estimate and will be in accordance with actual services rendered, even if attributable to human error regardless of previous written estimates.

RULE 5: Deposit Requirements:

Please note that **Move It or Lose It, LLC** is a small household goods moving company and schedules a moving truck and required workers in advance. Due to the nature of the services provided, **Move It or Lose It, LLC** requires a minimum deposit of \$225 or 25% of total estimated move cost to hold specific move dates, moving crews and other resources. The deposit may be paid in cash, check, money order, credit card or via digital social payment services.

Please note this deposit is **non-refundable** if customer cancels job with less than 48-hour notice. However, this deposit may be transferable to other available move dates.

RULE 6: Payments:

Move It or Lose It, LLC does not offer a credit period for payment. Payment is due upon completion of service. **Move It or Lose It, LLC** will not deliver or hand over any shipment or any part of a shipment until all rates and charges have been paid in cash, check, money order, credit card or via digital social payment services.

RULE 7: Packing and Dis-Assembly:

Generally, **Move It or Lose It, LLC** expects that everything will be ready to move when the moving crew arrives on scheduled date of service. Everything that can be boxed, should be boxed. Mover cannot take loose items.

7.1 Packing

All packing should be done prior to the truck arriving. Everything being shipped when **Move It or Lose It, LLC** arrives. Everything being moved should be off the walls and ready to go. **Move It or Lose It, LLC** can provide packing services, but this service should be implicitly agreed to by the parties in writing and packers should be scheduled to come prior to moving day.

- a. Dishes, glasses etc. should all be boxed and wrapped in packing paper;
- b. Mirrors should be boxed and/or bubble-wrapped;
- c. Paintings should be boxed and/or bubble-wrapped;
- d. Any fragile glass pieces should be removed from furniture (Example: Curio cabinet, or dining room hutch) and boxed or bubble-wrapped.
- e. Art-work should be boxed, bubble-wrapped or safely packed for transport.
- f. Televisions should be box or safely packed for transport.

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

Customer should remove from home (example: place in car), any valuables including cash, jewelry, firearms, alcohol, medications, etc. prior to movers arriving. Customer is solely responsible for transporting these items. **Move It or Lose It** is not liable in any way for the

transport, damage, loss and thefts or these items. Having these items in the home, or any items on the prohibited list found in Section 8.4 shall be considered negligence on the part of the customer and customer shall be liable for any loss, damage (or damage to shipment due to the inclusion of prohibited items) or theft in full.

7.2 Dis-assembly/Re-assembly:

Generally, furniture should be taken apart and ready to go. If it is not, the movers may assist you in assembling and re-assembling furniture. Please consider this advance warning that **Move It or Lose It, LLC** is not liable for damage or loss resulting from dis-assembly of furniture. **Move It or Lose It, LLC** is a mover, not an installer.

Please remember, every piece of furniture we encounter is unique. We cannot guarantee dis-assembly and/or re-assembly of furniture. By allowing our movers to assist in dis-assembly you inherently agree to the terms found in Section 8.3.

7.3 Hoists

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

7.4 Mover Supplied Materials

Move It or Lose It, LLC typically provides moving blankets, two-wheelers and four-wheelers on the truck. Anything else must be requested one to two business days before your move. The cost of additional material and equipment requested shall be reimbursed by the customer. Examples of such additional material and equipment are shrink wrap, boxes, wardrobe boxes, mattress bags, flat screen television boxes, tape, etc.

RULE 8: Insurance & Liability

Move It or Lose It, LLC carries Liability and Cargo Insurance. **Move It or Lose It, LLC** does not provide additional insurance beyond the “default shipper declaration”. In the event of an accident, carrier liability is limited to the customer’s declaration of value of shipment on the bill of lading. Customer must secure their own insurance.

8.1 Default Valuation \$0.60/lb/item

Default shipper declaration of value is 60 cents per pound per article. This valuation provides free of charge in any rate or estimate or services provided to the customer by **Move It or Lose It, LLC**. This means that if any article is lost or damaged, you are entitled to be reimbursed for the actual damage or, loss not to exceed 60 cents times the actual weight of the article.

8.2 Real Property Damage

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

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

Move It or Lose It, LLC does not assume liability for real property damage as it is considered high risk due to the nature of moving. Repair of any damage incurred due to moving operation becomes the cost of moving at sole liability to the customer.

Please note that tree branches, live wires, etc. on the public roadways leading to the customer’s origin or destination and/or over any driveway on the customer’s origin or destination should be no less than 15 feet off the ground so that they do not block the driving path of our legal height vehicles which may be as high as 13’-6”. Please note that wires or tree branches hanging lower than 15 feet may pose a dangerous hazard to our vehicle, real property or individuals. Please note that it is the responsibility of the customer to ensure that tree branches and wires maintain proper height requirements and **Move It or Lose It, LLC** is not liable in any

way for damage to equipment, property or individuals as a result of the customer not maintaining proper height of wires, trees and/or other overhangs.

Move It or Lose It, LLC recommends padding doorways/frames and walls in common moving areas prior to the movers arriving to prevent scratches, gouges or holes.

8.3 Liability Exceptions

- A) Carrier is not liable for any lost or damaged goods and/or boxes packed by owner. No exceptions.
- B) Carrier is not liable for pre-wrapped (blanketed, shrink-wrapped, packed etc.) furniture. Example: accepting goods from another carrier or third-party storage unit.
- C) Carrier is not liable for damage incurred due to requested dis-assembly or re-assembly of goods. Carrier is not liable for hardware loss or damage (Example: screws to pieces of furniture). If shipper does not have furniture ready to go and chooses to have movers service pieces, carrier is not liable for connections or damage resulting from dis-assembly or re-assembly. Our movers encounter numerous types of furniture and are not specialists. If hardware is left up to the movers to hold onto or transport, loss is on the shipper, even in the event of alleged negligence. Even if an employee, agent or mover has assured they will keep hardware safe, it is on the shipper if this hardware gets lost.
- D) Carrier is not liable for goods made of particle-board. Particle board does not transport well and breakage is very possible.
- E) Carrier is not liable for goods shipped loose.
- F) Carrier is not liable for loss, theft or damage of prohibited items (See Rule 9).
- G) Carrier retains the right to open and inspect any boxes/cartons packed by owner.
- H) Carrier is not liable for costs or procurement of specialists (pool table specialists, hot tub specialists, safe specialists, etc.) that may be required.
- I) Carrier is not liable for weather-related damage. Carrier is not obligated to guarantee cover or blanket-wrapping of furniture if raining and/or snowing. Shipper may request new moving date if rain or snow is in the forecast. However, if shipper chooses to move

in the rain or snow, our movers will do their absolute best, but some damage in some form or another is likely.

- J) Carrier is not liable for any real property damage (as described above in Section 8.2).
- K) Carrier is not liable for common moving scratches, dust, dirt, rub and/or chips (generally due to settling of goods on truck against other pieces of furniture). These minimal types of damage are common and expected to some degree in moving and are nearly unavoidable by the carrier.
- L) Carrier is not liable for malfunction of electronic equipment or appliances.
- M) Carrier is not liable for high value items such as glass, jewelry, antiques, artwork, etc. All jewelry, cash, medications, etc. should be removed prior to the movers arriving. High value items should be properly packed prior to movers arriving.

RULE 9: Prohibited Items

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

RULE 10: Warehouse/Storage Unit Delivery

Move It or Lose It, LLC does not provide storage services. When goods are to be consigned or delivered to a storage unit/warehouse, the location of the storage unit/warehouse will be considered the destination and must be noted on the Bill of Lading. **Move It or Lose It, LLC's** liability will end when shipment is unloaded into the warehouse. The goods will be stored in the name of the shipper, owner, or consignee, subject to a lien for transportation and other lawful charges.

RULE 11: Parking Permits

Shipper is responsible for scheduling/reserving and paying for any parking permits needed in urban areas where metered parking is the only available option. More than one metered space is needed to accommodate **Move It or Lose It, LLC's** moving truck and loading ramp.

RULE 12: Access to Company Vehicles

Only employees of **Move It or Lose It, LLC** are allowed to enter vehicles owned by **Move It or Lose It, LLC**. No exceptions.

RULE 13: Cancellation/Rescheduling of Services

Move It or Lose It, LLC reserves the right to discontinue service(s) upon written notice, when necessitated conditions beyond its control or when the customer is using its services in violation of the provisions of this tariff or in violation of the law.

Move It or Lose It, LLC reserves the right to cancel, postpone or delay services due to severe weather conditions or declared state of emergencies.

IMPORTANT DOCUMENTS

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

Moving Tariff

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

Bill of Lading

This is an important document that authorizes the carrier, **Move It or Lose It, LLC** to transport goods from an origin address to a destination address. This document also serves as a contract between you and the mover. The mover is required by state law to prepare a bill of lading for every shipment it transports. The driver who loads your shipment must give you a copy of the bill of lading before loading your furniture. The bill of lading requires the mover to provide the services you have requested and that you must pay the mover the charges for these services. The bill of lading should include the name, address, telephone number of the moving company and the moving company's (DPU) Department of Public Utilities License Number.

SEVERABILITY

If any provision in this tariff shall be declared by any court of competent jurisdiction to be illegal, void, or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

