

Commonwealth of Massachusetts

Department of Public Utilities

Transportation Oversight Division

TITLE SHEET

Prudential Moving and Storage

TARIFF NO. 1

This tariff contains the description, regulations, and rates applicable to the furnishing of services and facilities for household goods services provided by **Prudential Moving and Storage** with principal offices at **9 Chickatawbut Rd., Framingham, MA, 01701**. 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 numbers are: **(508) 380-4997**.

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Prudential Moving And Storage LLC Household Goods Carrier Policy

SEC. 1 IMPRACTICABLE OPERATIONS:

The 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 because of:

- 1) The condition of roads, streets, driveways, alleys or approaches thereto.
- 2) Inadequate loading or unloading facilities.
- 3) Any riot, strike, picketing or other labor disturbances.

SEC. 2 INSPECTIONS OF ARTICLES:

When Carrier or his/her agent believe it is necessary that the contents of packages be inspected, they shall make or cause such inspection to be made, or require other sufficient evidence to determine the actual character of the property.

SEC. 3 IMPRACTICAL PICK-UP OR DELIVERY & AUXILIARY SERVICES:

- 1) 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.
- 2) 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 road-way 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.
- 3) Upon request of the Shipper, the Carrier will use or engage smaller equipment than its normal road haul equipment or provide extra labor for the purpose, if possible of accomplishment, of transferring the shipment between the residence and the nearest point of approach by the Carrier's road haul equipment. Charges for this auxiliary service to cover additional vehicle (if used) shall be in addition to all other transportation or additional services.
- 4) 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. 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.

SEC. 4 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.

SEC. 5 PERISHABLE ARTICLES:

Carrier will not accept for shipment frozen foods, plants, or other articles requiring special handling or refrigeration.

SEC. 6 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, deed, 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.

SEC. 7 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.

SEC. 8 CONSOLIDATED SHIPMENTS:

- 1) 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.
- 2) The name of only one Shipper 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.

SEC. 9 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.

SEC. 10 CLAIMS:

- 1) Any claim for loss, damage, or overcharge shall be made in writing within 7 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.
- 2) 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.
- 3) 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.
- 4) 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.

- 5) 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.
- 6) 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.

SEC. 11 MARKING AND PACKING:

- 1) Articles of fragile or breakable nature must be properly packed.
- 2) 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 letter that designating the fragile character of contents.
- 3) 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 owners' risk.
- 4) 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 hourly-based rate.

SEC. 12 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 the 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.

SEC. 13 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 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.

SEC. 14 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, 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.

SEC. 15 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 15 minutes, one quarter hour. When more than 15 minutes, but not more than thirty (30) minutes, charge one-half hour. When more than 30 minutes, but not more than forty-five (45) minutes, charge for three-quarters of an hour. When more than 45 minutes charge for one hour.

SEC. 16 USE OF VEHICLE AND DRIVER:

Carrier will not supply vehicle without driver.

SEC. 17 TIME:

- 1) The Carrier shall insert on the Household Goods Bill of Lading the start and finish time of a moving job.
- 2) This shall include the travel time.

SEC. 18 THREE-HOUR MINIMUM:

The hourly rates will be subject to a three (3) hour minimum charge excluding the applicable charge for travel time.

SEC. 19 PACKING SERVICES:

- a) The labor rate for packing and unpacking is the same for that of moving.
- b) Packing rates do not include materials.
- c) Travel time will be charged for packing or unpacking.

SEC. 20 LABOR CHARGES:

Labor charges cover all additional services for which no charges are otherwise provided, when such services are requested by the Shipper according to Carrier's hourly rates. Charges for 2 people are \$150/hour, 3 - \$200/hour, 4 - \$250/hour.

SEC. 21 OVERTIME LABOR:

The Shipper is not charged an additional fee for overtime labor.

SEC. 22 DEPOSIT REQUIREMENTS:

Due to the limited nature of the services this Carrier provides, the Carrier requires a minimum deposit of \$100 to hold specific move dates, moving crews and other resources. This deposit is non-refundable, however may be transferable to other available move dates if the Carrier is notified at least 48 hours in advance.

SEC. 23 PACKING CHARGES:

In case any packing materials were used to perform a move, the Carrier will calculate packing charges in accordance with its tariff. This calculation will be included in the Bill of Lading to be paid by the Shipper upon acceptance of the shipment.

SEC. 24 CREDIT CARD PAYMENTS AND PROCESSING FEE:

- 1) The Carrier applies 3% handling fee for credit/debit card payments.
- 2) If the Shipper puts a written claim into a credit/debit card company/bank, funds might be transferred back to the shipper and taken out of the Carrier account. This does not release the Shipper from financial obligations in accordance with its tariff. The Carrier retains full right to forward such unpaid balances to a collection agency for payment in full plus any additional fees that may be applicable.

Insurance Options

SEC. 25 DECLARATION OF VALUE:

- 1) The Shipper must choose in the Bill of Lading one of the options below prior to the start of any packing or moving service:

OPTION A. DECLARED VALUE of \$0.60 per pound per article. There are no any charges for this option.

OPTION B. FULL REPLACEMENT VALUE (WITH DEDUCTIBLE):

Prudential Moving And Storage LLC will repair the damage to the Shipper's satisfaction, the Carrier will pay for the lost or damaged articles (less the \$500 deductible), or replace the lost or damaged article for any amount over the \$500 deductible. The \$500 deductible applies to the entire shipment rather than each individual article. This level of coverage costs \$25.00 per \$1,000 of declared value of the entire shipment. The minimum of \$5,000 declared value is required for this option. Carrier will pay to repair the item in order to restore it to the same condition it was in when it was received.

OPTION C. FULL REPLACEMENT VALUE (NO DEDUCTIBLE): The Carrier will repair damage to the Shipper's satisfaction, reimburse for the replacement cost, or replace lost or damaged articles. This level of protection costs \$35.00 per \$1,000 of declared value of the entire shipment. The minimum of \$5,000 declared value is required for this option. Carrier will pay to repair the item in order to restore it to the same condition it was in when it was received.

- 2) If the shipper declines to declare the value, the shipment will automatically be released at \$0.60 per pound as found in the Option A on the Bill of Lading.
- 3) The following items are not covered by either option listed above: Furniture composed of particle board or press board. Lamps, lampshades, pictures, mirrors, artwork, glass, marble, vases or statues not packed by the Carrier. Items found broken in boxes not packed by the Carrier. Mechanical condition of electronic, audio/visual, computer or battery-operated equipment in transit or storage. Previously damaged or repaired items. Previously damaged or loose veneer. Furniture with the original glue dried out. Any loose items not boxed. Plants (live, artificial, or dried). If one item in a set is damaged, only that one item is covered, not the whole set.

Storage Rates, Rules and Regulations

SEC. 26 OVERNIGHT ON-TRUCK STORAGE.

- a) The service is available upon request submitted not less than two business days in advance. Trucks remain locked, and parked at a facility, which has 24/7 CCTV surveillance.
- b) This service is available for one night only. Any shipments that require additional time will be off loaded into a storage facility at a Shipper's expense.
- c) Overnight storage rate is \$150
- d) If more than one truck is required, an additional fee of \$130 per night per truck will apply.

SEC. 27 LONG-TERM STORAGE.

a) Storage space

Long-term storage spaces may include warehouse space, self-storage or storage trailer space. The Carrier retains full right to decide on suitable space for shipments subject to availability. Spaces are available for shipper

inspection prior to move date. Two weeks advance notice is required.

b) Billing

Storage bills are due monthly. The storage bills are issued to the Shipper by email or in the mail.

c) Late Payments

A fee of \$25 per week will be applicable to late payments.

d) Non-Payment

Any storage unit account with the Carrier that remains unpaid for 30 days will be considered a default on said storage space. The Carrier retains the right to seize, dispose or auction any goods contained within a defaulted storage space.

That seizure, disposal or auction of goods contained within a storage space does not release the Shipper from financial obligations for services rendered through a storage space.

Shipper shall be responsible for any legal costs associated with collection of unpaid balances on a defaulted storage space.

e) Storage fee calculation

Long-term storage rates are charged per each 250 cubic feet of storage space occupied by a shipping in accordance with the long-term storage rates table.