

RAINBOW MOVERS, INC

PAID

APR 13 2018

M.D.P.U. NO. 2
CANCELS
M.D.T.E. NO. 1

Commonwealth of Massachusetts
Department of Public Utilities

RAINBOW MOVERS, INC.
M. D. P. U. CERT. NO. 6152

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:

RAINBOW MOVERS, INC.

/s/ *Erin McEnaney*

By: Erin McEnaney, its President

PUBLISHED AT:

19 National Drive
Franklin, MA 02038

**MASSACHUSETTS
DEPARTMENT OF
PUBLIC UTILITIES**

DATE	04/13/2018	FRI
TRAN.TARIFF FILING		\$100.00
ITEMS	1.00	
TOTAL		\$100.00
CHECK		\$100.00
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YOUR RECEIPT
KEEP FOR YOUR RECORDS
THANK YOU

ISSUE DATE APRIL 13, 2018

EFFECTIVE DATE MAY 14, 2018

RAINBOW MOVERS, INC

PAID

APR 13 2018

M.D.P.U. NO. 2

CANCELS

M.D.T.E. NO. 1

Commonwealth of Massachusetts
Department of Public Utilities

RAINBOW MOVERS, INC.

M. D. P. U. CERT. NO. 6 1 5 2

COMMODITY RATE TARIFF

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(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:

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**19 National Drive
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ISSUE DATE

APRIL 13, 2018

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1
MAY 14, 2018

RAINBOW MOVERS, INC.

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RAINBOW MOVERS, 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, RAINBOW MOVERS, 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 weight-basis and mileage rates or 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 for additional or auxiliary services 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.

ISSUE DATE: APRIL 13, 2018

EFFECTIVE DATE: MAY 14, 2018

RAINBOW MOVERS, INC.

EXPLANATION OF ABBREVIATIONS AND SYMBOLS

Carrier	.....	“RAINBOW MOVERS, INC.”
Cu. Ft.	.....	cubic feet
Cwt	.....	one hundred pounds
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

RAINBOW MOVERS, INC.

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.

RAINBOW MOVERS, 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. A true copy of said Bill of Lading appears at Schedule I, herein.
- (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. For such election to be valid, 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 (for example, where Carrier issues a bill of lading covering shipment delivered out from storage following delivery to storage covered by a prior bill of lading covering same property), 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.

RAINBOW MOVERS, INC.

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 or weight and mile basis transportation rates and is released to Carrier at a value declared or released by Shipper to \$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 D, 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 per pound per article. 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.**

RAINBOW MOVERS, INC.

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. This extraordinary value protection only applies if Shipper has selected Full Replacement Value Option C on the Bill of Lading.
- (B) Carrier will not assume any liability whatsoever for: manuscripts, documents, data recorded on media such as computer discs, currency, money, coins, jewelry, watches, precious metals or articles manufactured therefrom, 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.
- (E) If, through inadvertence or otherwise, item(s) having a value which would, under the circumstances constitute a/an item(s) of extraordinary (unusual) value, be included in the shipment but not be identified as provided in this Rule, Carrier's maximum liability will be limited as to such item or items for loss or damage to a value of \$1.25 per pound per article.

RAINBOW MOVERS, INC.

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.

RAINBOW MOVERS, INC.

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

CONSOLIDATED SHIPMENTS

- (A) Property of two or more families or establishments will not be accepted by Carrier 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.

RAINBOW MOVERS, INC.

RULE 12

SERVICING SPECIAL ARTICLES

- (A) Upon request of Shipper, owner or consignee of the property, Carrier may, subject to subparagraph (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 (gas or water), 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 13

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.

RAINBOW MOVERS, INC.

RULE 14

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 15

**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 16

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.

RAINBOW MOVERS, INC.

RULE 17

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 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.
- (E) Carrier may elect to accept all major credit cards as payment for all rates and charges, subject to pre-approval and the following conditions: (1) this Rule applies on shipments transported between point in the United States (except Alaska and Hawaii), (2) application of this Rule is subject to authorization from the credit card issuer/service on each individual shipment prior to acceptance by Carrier, and (3) Shipper agrees to pay, in addition to the transportation charge, an administrative fee for every shipment whose payment is made by credit card and said fee will apply on the total shipment charges.

RULE 18

ISSUE DATE: APRIL 13, 2018

EFFECTIVE DATE: MAY 14, 2018

RAINBOW MOVERS, INC.

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, nature of an article or articles included in the shipment, or Shipper, consignee or owner lacks access for Carrier to gain entry to the premises – 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. If the shipment is booked on a weight basis and Shipper, consignee or owner of the property requests Carrier to make delivery by using 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 convenient or accessible to Carrier's vehicle(s), charges for this auxiliary service to cover additional vehicle (if used) will be provided in Item 190 herein, and shall be in addition to all other transportation rate, charge or additional service.
- (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.

RAINBOW MOVERS, INC.

RULE 19

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 foreclose Carrier's liability for so-called "concealed" loss or damage claim and therefore is not recommended.

RULE 20

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 21

ESTIMATES

- (A) Carrier may give an estimated cost in writing, but in so doing be qualified to estimate within twenty-five percent (25%) of actual charges. The final charges to be assessed shall not be more than 125% of the estimated costs. Application of this subparagraph requires: the estimate must be in writing signed by Carrier; movement must commence within 60 days of the date estimate is provided; total charges set forth will cover only those specific quantities and services indicated on the estimate; and movement is limited to the origin(s) and destination(s) indicated on the estimate.
- (B) Binding estimates. Upon request, Carrier will provide a binding estimate for transportation and other services pertaining to a shipment classified in Rule 1(A) in this tariff. Application of this subparagraph requires: the estimate must be in writing signed by the Carrier and Shipper; movement must commence within 60 days of the date the binding estimate is provided; total charges set forth will cover only those specific quantities and services indicated on the estimate; and movement is limited to the origin(s) and destination(s) indicated on the estimate.

RAINBOW MOVERS, INC.

RULE 22

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 23

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 24

TIME BASIS RATES

- (A) Time basis rates apply on all shipments where distance between points of origin and point of destination is one hundred (100) miles or less, as determined by the Milo Mileage Guide or internet calculator tool stated in Rule 37.
- (B) 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 D, as amended.
- (C) 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 or container shall be deemed to apply as the unit of measurement for purposes of ascertaining Carrier's liability.
- (D) 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:
- (E) 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 15 minutes, one quarter hour.
 - b. When in excess of 15 minutes, but not more than thirty (30) minutes, charge one-half hour.
 - c. When in excess of 30 minutes, but not more than forty-five (45) minutes, charge for three-quarters of an hour.
 - d. When in excess of 45 minutes charge for one hour.
- (F) 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.

NOTE: Shipments going to or from warehouse up to and including 100 miles will not apply hourly rates as provided in this Rule. See Transportation to and from Warehouse, Schedule H.

ISSUE DATE: APRIL 13, 2018

EFFECTIVE DATE: MAY 14, 2018

RAINBOW MOVERS, INC.

RULE 25

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 26

USE OF VEHICLE AND DRIVER

Carrier will not supply vehicle without driver.

RULE 27

WAITING OR DELAY

(For time or weight and mileage basis of rates)

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 28

HOURLY MINIMUM

The hourly rate will be subject to a four and one-half (4.5) hour minimum charge in addition to the applicable charge for travel time. At times when Carrier finds it appropriate and when an estimate is given in writing to its customer, a minimum charge greater or less than four and one-half hours may apply.

RULE 29

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 30

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.

ISSUE DATE: APRIL 13, 2018

EFFECTIVE DATE: MAY 14, 2018

RAINBOW MOVERS, INC.

GENERAL RULES - WEIGHT BASIS

Applicable in connection with weight/mileage rates in excess of 101 miles from point of origin to point of destination or transportation from or to warehouse.

RULE 31

COMPUTATION OF CHARGES (WEIGHT BASIS)

Unless otherwise provided herein, where rates are stated in amounts per hundred pounds, charges shall be computed by multiplying the total weight involved by the rates shown for a hundred pounds.

When a shipment is transported a distance in excess of that shown in the rate tables, charges shall be computed as follows:

(A) First find the rate in the applicable weight column for the greatest distance shown in the applicable table of rates. See Schedule "G," for Carrier's current weight and mileage rates.

(B) Add to the above rate, \$.50 for each additional 100 miles or fraction thereof in excess of the distance shown in the rate table to obtain per hundred pound rate applicable on the shipment.

RULE 32

MINIMUM CHARGE

Except as may be otherwise specifically provided for in this tariff, or as amended, a shipment weighing less than 1000 pounds shall be accepted only at a weight of 1000 pounds and at the applicable rate shown for 1000 pounds.

RULE 33

ALTERNATE CHARGES

Except for expedited service, the total transportation charge on any shipment cannot exceed the charge as would apply on the same shipment under the next greater unit of weight at rate applicable to such next greater unit of weight.

ISSUE DATE: APRIL 13, 2018

EFFECTIVE DATE: MAY 14, 2018

RAINBOW MOVERS, INC.

RULE 34

BASIS OF WEIGHT

(A) The tare weight of each vehicle used in the transportation of household goods shall be determined by having it weighed prior to the transportation of each shipment, without the crew thereon, by a certified weighmaster or on a certified scale, and when so weighed the fuel tank on each such vehicle shall be full and the vehicle shall contain all blankets, pads, chains, dollies, hand trucks, and other equipment needed in the transportation of such shipment. Carrier shall retain in the vehicle, subject to inspection, a weighmaster's certificate or weight ticket as to each such vehicle showing the tare weight, the date weighed, and a list of such equipment.

(B) After the vehicle has been loaded it shall be weighed, without the crew thereon, prior to delivery of the shipment and the net weight shall be determined by deducting the tare weight from the loaded weight, except that in instances where no adequate scale is located at origin or at any point within a radius of 10 miles thereof, a constructive weight, based on seven pounds per cubic foot of properly loaded van space, may be used. The gross weight, tare weight, and net weight, or the constructive weight, shall be shown on the bill of lading.

(C) In the transportation of part loads this rule shall apply in all respects, except that the gross weight of a vehicle containing one or more part loads may be used as the tare weight of such vehicle as to part loads subsequently loaded thereon, and part load for any one shipper, not exceeding 1,000 pounds, may be weighed on a certified scale prior to being loaded on a vehicle, such part load to be accompanied by a weight ticket evidencing such weight.

(D) All tare, gross, actual or constructive weights, shall be properly certified to by the person or persons, who ascertained such weights.

RULE 35

(A) - EXPEDITED SERVICE:

1. Expedited Service as used herein means tendering delivery of a shipment of less than 5,000 pounds on or before a specified date.

2. Subject to the availability of equipment for the particular service desired, Shipper may obtain expedited service on a shipment of less than 5,000 pounds and transportation charges shall be computed on the basis of 5,000 pounds and tariff rates applicable to 5,000 pounds. Carrier shall not be required to provide exclusive use of vehicle under this paragraph. For exclusive use of vehicle refer to Paragraph (C) of this Rule.

BILL OF LADING AND TO BE MARKED OR STAMPED:
EXPEDITED SERVICE ORDERED BY SHIPPER
SHIPMENT MOVING AT WEIGHT OF _____ POUNDS
ACTUAL WEIGHT _____ POUNDS
DELIVERY (TENDER) ON OR BEFORE _____ DATE

RAINBOW MOVERS, INC.

3. Except in case of the fault of Shipper, in the event the shipment is not tendered for delivery on or before the delivery date, this rule shall not apply. In such case the charges for the shipment shall be subject to all other applicable rules and provisions of this tariff.

(B) - COMPLETE OCCUPANCY OF VEHICLE:

Subject to the availability of equipment for the particular service desired, a shipment, the displacement of which completely occupies the loading space of a vehicle, or the peculiar character of which otherwise prevents its transportation with other shipments on the same vehicle, will be accepted at charges computed on the actual weight and subject to a minimum weight based on 7 pounds per cubic foot of loaded van space will apply.

(See Paragraph (E) of this Rule)

BILL OF LADING TO BE MARKED OR STAMPED:

COMPLETE OCCUPANCY OF VEHICLE

Rule
35

(cont.) SHIPMENT MOVING AT WEIGHT OF _____ POUNDS
ACTUAL WEIGHT _____ POUNDS

(C) - EXCLUSIVE USE OF A VEHICLE:

1. Subject to the availability of equipment, a shipper may order Exclusive Use of a Vehicle of specific cubic capacity, for transportation of a shipment. Transportation charges shall be based on actual weight subject to minimum charges as follows:

- (a) 1000 cubic feet or 7000 pounds.
- (b) If the capacity of the vehicle ordered is in excess of 1000 cubic feet, the minimum charge shall be based on 7 pounds per cubic feet of total vehicle space ordered.

2. If at time for loading such shipment, Carrier does not have available a vehicle of capacity ordered, Carrier may substitute a vehicle or vehicles of an equivalent or greater capacity and transportation charges and minimum therefor shall be the same as would apply had Carrier furnished a vehicle of the capacity ordered. (See Paragraph (E) of this Rule)

BILL OF LADING TO BE MARKED OR STAMPED:

**EXCLUSIVE USE OF A VEHICLE OF _____ CU. FT. CAPACITY
ORDERD BY SHIPPER
SHIPMENT MOVING AT WEIGHT OF _____ POUNDS
ACTUAL WEIGHT _____ POUNDS**

RAINBOW MOVERS, INC.

RULE 35 (Continued)

(D) - SPACE RESERVATION FOR A PORTION OF VEHICLE:

Subject to availability of equipment, Shipper may reserve a portion of the capacity of a vehicle by ordering a specific quantity of space, in units of 100 cu.ft. and accepting transportation charges based on actual weight of shipment subject to minimum transportation charges as follows:

- 300 cu. ft. or less.....2,100 pounds
- More than 300 cu.ft.700 pounds per 100 cu.ft. unit ordered

BILL OF LADING TO BE MARKED OR STAMPED:

SPACE RESERVATION OF _____ CU. FT. CAPACITY ORDERED BY SHIPPER
SHIPMENT MOVING AT WEIGHT OF _____ POUNDS
ACTUAL WEIGHT _____ POUNDS

Note: All shipments subject to weighing provisions as provided in this Rule.

RULE 36

**EXTRA PICK-UP OR DELIVERY
(WEIGHT BASIS ONLY)**

Subject to Rule 15, portions of a shipment may be picked up or delivered to one or more places of origin, destination or en route. Charges will be for total weight of entire shipment for total distance via points of pick-up or delivery or both from first point of pick-up to final point of delivery, plus additional service charges applicable to each portion of the shipment. The total charges for picked up or delivered portions shall not, in any case, exceed the total charges that would apply if computed to each portion as a separate shipment. See Item 144.

RAINBOW MOVERS, INC.

RULE 37

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 of the property or, in case of failure to make delivery, then within 15 days after a reasonable time for delivery has elapsed; 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 that 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 and such claims will not be paid.

(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.

RAINBOW MOVERS, INC.

(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 \$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.

(k) Salvage

Where Carrier settles a claim based on Full Replacement Value, the item claimed and settled by Carrier at a complete loss shall become the sole property of Carrier as salvage in exchange for settlement.

RAINBOW MOVERS, INC.

RULE 38

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 39

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.

RAINBOW MOVERS, INC.

RULE 40

**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, reconditioning, 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.

ISSUE DATE: APRIL 13, 2018

EFFECTIVE DATE: MAY 14, 2018

RAINBOW MOVERS, INC.

- (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 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.

From: [G. Borovick](#)
To: [Erin McEnaney](#)
Subject: MA Intra tariff
Date: Wednesday, December 12, 2018 6:51:00 PM
Attachments: [Pages from RAINBOW MA INTRA TARIFF NO. 2 CANCELING NO. 1.pdf](#)

Erin

We need to update the rates. Please mark up the changes in black ink and send them back to me and I'll prepare a tariff supplement for you to sign and for me to file.

Thanks,

Gerry

Gerald D. Borovick
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RAINBOW MOVERS, INC.

SECTION III

RATES AND CHARGES

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

[Remainder of page is blank.]

RAINBOW MOVERS, INC.

**SCHEDULE A
TRANSPORTATION RATES -HOURLY**

This schedule shall be used to determine Carrier's transportation rates as provided in Rule 24. The hourly transportation rates in this Schedule A cover movements of household goods and related articles as described in Rule 1(A), crated, uncrated, or in containers, on an hourly basis up to and including 100 miles from point(s) of origin to point(s) of destination.

REGULAR TIME RATES: (Non-premium rates)

Standard time rates apply when service is performed on weekdays (Monday thru Friday) or weekends (Saturday and Sunday). The decision to estimate with Regular Time Rates is at the sole discretion of Carrier.

OVERTIME RATES:

Overtime rates can apply at any time during weekdays (Monday thru Friday) or weekends (Saturday and Sunday) between the hours of 4:30 PM and 8:00 AM.

PEAK RATES:

Peak rates can apply at any time during the weekdays (Monday through Friday) or weekends (Saturday and Sunday).

TRAVEL TIME:

An additional charge to the actual Bill of Lading hours shall be assess 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 supervisor. Travel Time Charges will be calculated based upon the mileage from Carrier's facility to the furthest point of the move, origin or destination.

0-20 miles	0.5 hour
21-30 miles	1.0 hour
31-40 miles	1.5 hours
41-100 miles	2.0 hours

Transportation Rates:

Charges:

Household

Per Hour

January 1, 2018 through May 14, 2018 and September 16, 2018 through December 31, 2018

	<u>Regular</u>	<u>Overtime</u>
Vehicle and Foreman	\$ 125.00 (A)	\$ 145.00 (A)
Supervisor	\$ 65.00 (A)	\$ 97.50 (A)
Helpers, each	\$ 55.00 (A)	\$ 82.50 (A)
Additional Truck	\$ 55.00	\$ 105.00

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RAINBOW MOVERS, INC.

May 15, 2018 through September 15, 2018

Peak

Vehicle and Foreman	\$ 145.00 (A)
Supervisor	\$ 97.50 (A)
Helpers, each	\$ 82.50 (A)
Additional Truck	\$ 105.00

[Remainder of page is blank.]

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RAINBOW MOVERS, INC.

SCHEDULE B – ADDITIONAL SERVICES

CONTAINERS, PACKING AND UNPACKING RATES

This schedule shall be used to determine Carrier's packing rates.

1. Local packing rates will be applicable for packing services performed by Carrier. Flat rates will apply to the purchase of cartons or containers.
2. All such cartons and containers furnished and packed by Carrier (or its agent(s)) remain the property of the consignee. If the consignee or his or her agent requests unpacking (which includes disposal of such cartons and containers, if requested), separate rates apply in addition to packing rates.
3. In the event two or more cartons or containers must be joined because of size, shape or character of the item or items to be packed, each such carton or container that is so joined will be counted as one carton for rating purposes.
4. Debris removal or unpacking after delivery date is applicable to local hourly rates.

CONTAINERS

Container Type	Packing	Unpack
Dish Pack 5.2 cu. ft. (barrel)	\$ 43.00 (A)	\$ 11.00
Book Carton – 1.5 cu. ft.	\$ 18.00 (A)	\$ 7.00
Medium Carton – 3.0 cu. ft.	\$ 23.00 (A)	\$ 8.00
Large Carton – 4.5 cu. ft.	\$ 27.00 (A)	\$ 8.00
Extra Large Carton – 6.1 cu. ft.	\$ 29.00 (A)	\$ 9.00
Wardrobe Carton – 10.0 cu. ft.	\$ 25.00 (A)	\$ 8.00
Wardrobe Carton – Rental	\$ 10.00 (A)	
Mattress Carton – Crib	\$ 16.00 (A)	\$ 5.00
Mattress Carton – Single	\$ 21.00 (A)	\$ 5.00
Mattress Carton – Double	\$ 23.00 (A)	\$ 6.00
Mattress Carton – King/Queen	\$ 27.00 (A)	\$ 7.00
Corrugated Containers (specially designed for paintings/mirrors)	\$ 43.00 (A)	\$ 12.00
Crates & Containers (five cu. ft. min.) (other than corrugated, specially designed for constructed mirrors, paintings, glass, or marble tops and similar fragile articles)		3 rd party service
Minimum Charge for Crates		

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RAINBOW MOVERS, INC.

ITEM 120

LABOR CHARGES

Regular and overtime labor charges cover all additional services for which no charges are otherwise provided in this tariff, when such services are requested by Shipper. Refer to Carrier's hourly rate table in Schedule A.

ITEM 141

APPLIANCE SERVICE

Household appliances or other articles (such as washers, dryers, refrigerators, freezers, etc.) require special servicing for safe transportation. This item is subject to request of Shipper, owner, or consignee, and provisions of Rule 12.

Carrier servicing at origin:

First Article:	\$34.00 (A)
Each additional article:	\$20.00 (A)

Carrier servicing at destination:

First Article:	\$20.00 (A)
Each additional article:	\$15.00 (A)

ITEM 144

**EXTRA PICK-UP OR DELIVERY
(WEIGHT BASIS ONLY)**

Carrier will stop at one or more places necessary for making additional pick-up(s) after the first pick-up, or additional delivery or deliveries made prior to the final delivery subject to Rule 36 (Extra Pick-Up or Delivery).

Charge per stop: \$75.00 (A)

ITEM 170

**ELEVATOR, STAIR CARRY OR EXCESSIVE DISTANCE
(WEIGHT BASIS ONLY)**

ELEVATORS:

Where pick-up or delivery involves the use of adequate service:
Additional Service charge applies to each elevator used to provide the service at origin or destination.

\$ 3.00 (A) per elevator cwt.

RAINBOW MOVERS, INC.

STAIRS (Inside or outside a building):

Where pick-up or delivery involves a carry up or down a flight(s), a Additional Service charge will be assessed.

\$ 3.00 (A) cwt. Per each flight (8 steps or more)

EXCESSIVE DISTANCE:

Where pick-up or delivery beyond seventy-five (75) feet from Carrier's vehicle to consignee's door in increments of fifty (50) feet Additional Service charge.

\$ 3.00 (A) cwt. Per each 50 feet

ITEM 174

**BULKY ARTICLES LOADING & UNLOADING CHARGES
(WEIGHT BASIS ONLY)**

When a shipment includes articles as named below, the following Additional Service charge will apply to each article and includes both loading and unloading service.

AUTOMOBILES, PICKUP TRUCKS, SPORT UTILITY VEHICLES, SNOWMOBILES, MOTORIZED GOLF CARTS, RIDING LAWN MOWERS, TRACTORS, TRAILERS (excluding boat trailers, horse trailers, travel campers and mini-mobile homes), FARM IMPLEMENTS OR EQUIPMENT;

JET SKIS, WINDSURFERS, CANOES, DINGHIES, KAYAKS, SCULLS, SKIFFS AND POWER BOATS;

LARGE SCREEN TELEVISION, 40 inches and over, SATELLITE TELEVISION OR RADIO DISK/DISHES, including mounts, stands and accessorial equipment;

ORGANS, PIANO'S AND HARPSICHORDS, any size;

PLAYHOUSES, DOLL HOUSES, TOOL SHEDS, UTILITY SHEDS OR ANIMAL KENNELS OR HOUSES (transported set up not dismantled); and

BATH TUBS, HOT TUBS, SPAS, WHIRLPOOL BATHS and JACUZZIS

Rate Per Each \$ 120.00

ITEM 180

**WAITING TIME (NO FAULT OF CARRIER)
(WEIGHT BASIS ONLY)**

When a shipment is traveling 101 miles or over, one (1) hours free waiting time will be allowed. Upon expiration of the free waiting time, additional time will be subject to Carrier's convenience.

Applicable Additional Service charges for this service can be found in Carrier's hourly transportation rate table for vehicle and crew size.

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ITEM 190

**AUXILIARY SERVICE
(WEIGHT BASIS ONLY)**

Necessary for pick-up and delivery and applies to all auxiliary services requested by Shipper. Applies only in connection with Rule 17 (Impractical Pick-up or Delivery and Auxiliary Services)

Per additional vehicle and driver, see Time Basis Rates.

ITEM 200

**OVERTIME LOADING & UNLOADING
(WEIGHT BASIS ONLY) (See Notes 1, 2 & 3)**

The below charge applies when this service is made necessary by landlord requirement or is required by prevailing laws and ordinances or is rendered at the specific request of Shipper or his or her agent.

An Additional Service charge for each overtime loading and each overtime unloading will be \$ 10.00 (A) per cwt. based on the transportation.

Note 1: Rates apply Monday through Friday 5:00 pm to 8:00 am, and all-day Saturday, Sunday and Holidays.

Note 2: These charges will be based on actual weight, subject to a 1000 pound minimum.

Note 3: These charges shall not apply when the service is performed for Carrier's convenience. This overtime service will be rendered only at the option of Carrier.

ITEM 210

**ISLAND TRANSPORTATION
(WEIGHT BASIS ONLY)**

Additional Service charges to or from the islands of Martha's Vineyard, MA and Nantucket, MA are subject to a 5000 lb. minimum. This charge represents the ferry charge. Between Woods Hole Massachusetts and:

Martha's Vineyard: \$10.15 (A) per cwt.

or

Nantucket: \$ 15.55 (A) per cwt.

ITEM 230

**REWEIGHING CHARGE
(WEIGHT BASIS ONLY)**

Carrier upon the request of Shipper or his or her agent, made prior to delivery date, will reweigh the shipment. The lower of the two (2) net weights shall be used in determining the applicable Additional Service charge.

Per reweigh: \$ 50.00

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RAINBOW MOVERS, INC.

SCHEDULE C

PIANO HANDLING AND OTHER CHARGES

ADDITIONAL SERVICES									
ITEM 146	<p align="center">HOISTING AND LOWERING</p> <p>Hoisting or lowering, as required when height of building is:</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">5 Stories or less</td> <td style="width: 20%;">Flat Charge</td> <td style="width: 20%;">3rd Party</td> </tr> <tr> <td>6 Stories or more</td> <td>Flat Charge</td> <td>3rd Party</td> </tr> </table> <p>Applies each time services are rendered. Applies in connection with Rule 20.</p> <p>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.</p>			5 Stories or less	Flat Charge	3 rd Party	6 Stories or more	Flat Charge	3 rd Party
5 Stories or less	Flat Charge	3 rd Party							
6 Stories or more	Flat Charge	3 rd Party							
ITEM 147	<p align="center">PIANO OR ORGAN CARRY CHARGES</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">1st Floor to 1st Floor...</td> <td style="width: 20%;">Flat Charge</td> <td style="width: 20%;">\$25.00 (A)</td> </tr> <tr> <td>Other than 1st Floor to 1st Floor.....</td> <td>Flat Charge</td> <td>\$45.00</td> </tr> </table> <p>Note 1: Applies once per shipment for each piano or organ.</p> <p>Note 2: Will not apply to portable organs, toy organs or toy pianos.</p>			1st Floor to 1st Floor...	Flat Charge	\$25.00 (A)	Other than 1st Floor to 1st Floor.....	Flat Charge	\$45.00
1st Floor to 1st Floor...	Flat Charge	\$25.00 (A)							
Other than 1st Floor to 1st Floor.....	Flat Charge	\$45.00							

RAINBOW MOVERS, INC.

Box Delivery Service Charge: \$25 for orders under \$50, or for deliveries on days other than Wednesday.

Permit Service Charge:

- A. Boston & Brookline: \$225 per first truck; \$50 for each additional truck per location
- B. Cambridge: \$225 per first truck; \$50 for each additional truck per location
- C. Somerville: \$225 per first truck; \$50 for each additional truck per location
- D. If permit includes meters, add \$15.00 per truck for each location

Police Detail (per officer): \$200 for the first 4 hours; \$150 for the second 4 hours

Overnight Hold Charge: \$150.00/night per truck (Weekly maximum of \$500).

Debris Removal Charge: \$250

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RAINBOW MOVERS, INC.

SCHEDULE D

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, if a 10-pound stereo component, valued at \$1,000 were lost or destroyed, the Carrier would be liable for no more than \$6.00 (10 pounds x 60 cents per pound). Obviously, you should think carefully before agreeing to such an arrangement.

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 full replacement value basis (Option C). To qualify for said protection, the declared value of the shipment must be declared on the Bill of Lading as either a lump sum value declared by the shipper for the value of the shipment that may not be less than \$6,000, or \$5.00 per pound multiplied by the actual or constructive weight of the shipment, in pounds, whichever is greater. 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 applicable valuation charge appears in the table below.

Important Note:

If the released or declared value on the entire shipment is less than the actual cash value of the shipment, Carrier's liability shall be limited to (1) that proportion of the actual loss or damage represented by the percentage that the released value bears to the actual cash value of the shipment, or (2) the amount of actual loss or damage not exceeding sixty (60) cents per pound of the gross weight of each shipping package or loose article not enclosed in a shipping package, whichever is greater.

Shipper is responsible for placing a value on the shipment of goods tendered to Carrier under Option C. If Shipper undervalues the shipment, recovery would be limited. This is particularly apparent when loss or damage occurs to one, or a few items in the shipment.

For example, if Shipper selects option C on the Bill of Lading and declare a total value of \$10,000 on a 15,000 pound shipment and a 1,500 pound piano (worth \$20,000) is lost or

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destroyed, SHIPPER SHOULD NOT EXPECT THE CARRIER TO TENDER \$10,000 DURING ADJUSTMENT OF A TIMELY FILED PROPER WRITTEN NOTICE OF CLAIM. This is because prior to the shipment, Shipper's declared value on the entire shipment was \$10,000 which, as it turns out, is less than the replacement value of the piano and considerably less than the total actual cash value of the shipment. In this example, the unreasonably low value placed on the shipment would, if Carrier were required to pay the declared value for the lost/damaged piano, mean that the other 90% of the shipment (by weight, i.e., the TVs, beds, tables, etc.) would have no value.

In this example, Carrier's liability would be limited to ten (10) percent of the value Shipper declared on the shipment under option C; here, \$1,000. This represents the entire weight of the shipment (15,000 pounds) divided by the weight of the piano (1,500). Ten (10) percent of the declared value of \$10,000 represents \$1,000. In effect, the Shipper's artificially low declaration of value on the shipment results in the Shipper agreeing to be a co-indemnitor of the replacement valuation protection in provided Option C and may be subject to a co-indemnitor penalty.

The following is a current schedule of valuation charges:

<u>Deductible</u>	<u>Valuation Charge</u>
\$0.00	\$8.00 per \$1,000 declared value
\$500.00	\$4.00 per \$1,000 declared value
\$1,000.00	\$2.00 per \$1,000 declared value

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

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RAINBOW MOVERS, INC.

SCHEDULE F

FUEL SURCHARGE

Distance	Fuel Surcharge
1 to 15 Miles	\$35/Per Truck/Per Day
16 to 30 Miles	\$35/Per Truck/Per Day
31 to 40 Miles	\$50/Per Truck/Per Day
41 to 50 Miles	\$50/Per Truck/Per Day
51 to 100 Miles	\$65/Per Truck/Per Day
Over 101 Miles (See Weight Basis Transportation Rates)	

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RAINBOW MOVERS, INC.

TRANSPORTATION RATES

SCHEDULE G - WEIGHT BASIS

Rates in this Schedule apply to all shipments not provided for in time basis rates. Rates are in dollars and cents per 100 pounds applied to actual weight (subject to a minimum weight as provided in rules herein). They include loading and unloading and the actual movement or transportation of property from origin to destination, but do not include Additional Services and Charges shown in this tariff. Rates will be calculated from origin, via points of extra pickup or delivery, to destination and will apply to total weight. Break point indicates weight at which a lower charge develops by use of lowest weight and applicable rate in next higher weight bracket.

MILES	1000 TO 1999	BREAK POINT	2000 TO 3999	BREAK POINT	4000 TO 7999	BREAK POINT	8000 TO 11999	BREAK POINT	12000 TO 15999	BREAK POINT	16000 AND OVER
51-60		1446		3180		6689		10361		14980	
61-70		1596		3165		6655		10435		15240	
71-80		1602		3140		6705		10395		15333	
81-90		1615		3096		6755		10335		15577	
91-100		1612		3085		6855		10189		15621	
101-110	46.50(A)	1611	39.45(A)	3125	30.10(A)	6799	27.25(A)	10190	23.90(A)	15701	22.50(A)
111-120	47.55(A)	1607	40.85(A)	3137	31.55(A)	6793	27.50(A)	10148	24.05(A)	15630	22.65(A)
121-130	48.80(A)	1596	41.10(A)	3147	31.85(A)	6805	27.80(A)	10216	24.60(A)	15492	22.85(A)
131-140	49.15(A)	1598	41.65(A)	3178	32.40(A)	6752	28.10(A)	10171	23.20(A)	15461	23.55(A)
141-150	48.90(A)	1580	42.05(A)	3202	32.75(A)	6730	28.35(A)	10143	23.85(A)	15464	24.05(A)
151-160	49.20(A)	1576	42.90(A)	3212	33.00(A)	6755	28.65(A)	10190	24.05(A)	15368	24.55(A)
161-170	49.55(A)	1573	43.05(A)	3251	33.50(A)	6677	28.80(A)	10200	24.80(A)	15338	25.35(A)
171-180	49.80(A)	1577	43.60(A)	3247	33.70(A)	6697	29.00(A)	10172	25.35(A)	15307	25.95(A)
181-190	50.95(A)	1581	43.90(A)	3252	33.90(A)	6744	29.55(A)	10069	25.95(A)	15310	26.25(A)
191-200	51.10(A)	1592	44.10(A)	3259	34.20(A)	6723	29.85(A)	10000	26.10(A)	15346	26.75(A)
201-220	51.60(A)	1588	44.25(A)	3280	34.65(A)	6671	30.00(A)	10078	26.80(A)	15288	27.25(A)
221-240	52.50(A)	1576	44.45(A)	3283	34.85(A)	6678	30.90(A)	10240	27.25(A)	15106	27.65(A)
241-260	53.40(A)	1579	44.75(A)	3279	35.05(A)	6686	31.30(A)	10463	27.90(A)	14777	28.20(A)
261-280	54.95(A)	1578	45.05(A)	3258	35.20(A)	6704	32.30(A)	10578	28.30(A)	14609	28.65(A)
281-300	55.45(A)	1575	45.35(A)	3241	35.30(A)	6719	33.45(A)	10711	28.85(A)	14447	28.95(A)

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RAINBOW MOVERS, INC.

SCHEDULE H

WEIGHT BASIS RATES FOR WAREHOUSE PICKUP OR DELIVERY

On shipments up to and including 100 miles (rates in this section apply separately to each warehouse pickup, and again at time of delivery.)

Up to 2,300 lbs.	\$ 550.00 flat charge (A)
2,301 to 3,999 lbs.	\$ 24.00/CWT (A)
4,000 to 5,999 lbs.	\$ 22.00/CWT (A)
6,000 to 7,999 lbs.	\$ 20.00/CWT (A)
8,000 to 9,999 lbs.	\$ 20.00/CWT (A)
10,000 to 14,999 lbs.	\$ 18.00/CWT (A)
15,000 lbs. and over:	\$ 16.00/CWT (A)

NOTE: Over 100 miles, apply weight/mileage rates contained in this tariff.

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RAINBOW MOVERS, INC.

SCHEDULE I

Rainbow Movers, Inc.
19 National Dr.
Franklin, MA 02038

**COMBINED UNIFORM HOUSEHOLD GOODS
BILL OF LADING AND FREIGHT BILL**

NON NEGOTIABLE

B/L NO. _____

DATE OF ORDER _____

CARRIER X _____

The undersigned shipper hereby orders the above carrier to furnish transportation facilities and services described in this order subject to and in accordance with the rules, regulations and charges as contained in the Tariff on file with the Massachusetts Department of Telecommunications & Energy and the terms and conditions of the Bill of Lading shown on the back and made a part hereto, and agree to pay upon delivery the amount set forth below in Cash, Money Order or Certified Check.

SHIPPER OR AGENT SIGNATURE AT ORIGIN X _____

RECEIVED SUBJECT TO TARIFF RULES AND REGULATIONS OF THE ABOVE NAMED CARRIER

ORIGIN	DESTINATION
SHIPPER _____	CONSIGNEE _____
STREET _____	STREET _____
CITY/ZIP _____	CITY/ZIP _____
PHONE _____	PHONE _____

DECLARATION OF VALUE

The shipper must select one of the options below prior to the start of any packing or moving service. In the event the shipper does not select one of these options the 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.

A Declared value of .80 cents per pound per article. There is no charge for this option.

C A full replacement valuation of \$ _____ based on a minimum declared value of \$5.00 per pound. The carrier will not apply depreciation under this option. The charge for this option will be \$ _____ per \$1,000.00 of valuation.

(THIS DOES NOT REPRESENT INSURANCE)

I hereby select option (MUST BE INSERTED BY SHIPPERS HAND ONLY)

SIGNATURE OF SHIPPER X _____ Date _____

SPECIAL SERVICES / OR INSTRUCTIONS

AUTHORIZATION X

PAYMENT OF CHARGES

ALL CHARGES TO BE PAID IN CASH, MONEY ORDER OR CERTIFIED CHECK BEFORE PROPERTY IS RELINQUISHED BY CARRIER, EXCEPT FOR AUTHORIZED ACCOUNTS. THE SHIPPER REMAINS PRIMARILY RESPONSIBLE AND LIABLE FOR THE PAYMENT OF ALL CHARGES

ACCOUNT NAME _____	P.O. # _____
ADDRESS _____	
CITY & STATE _____	ZIP _____
ATTENTION OF _____	

THE ABOVE SERVICES WERE RENDERED AND ALL GOODS DELIVERED IN GOOD ORDER, EXCEPT AS NOTED:

SHIPPER'S SIGNATURE AT DESTINATION X _____	TO BE SIGNED BY SHIPPER AFTER SERVICES ARE COMPLETED
SIGNATURE OF CARRIER OR AUTHORIZED AGENT X _____	
CARRIER _____	

REQUESTED PACKING DATE _____	REQUESTED LOADING DATE _____	REQUESTED DELIVERY DATE _____
TARIFF NUMBER _____	SECTION _____	
HOURLY TRANSPORTATION RATES		
START TIME _____	TIME OFF _____	
TIME COMPLETED _____	TOTAL TIME _____	
	NO. OF _____	RATE PER HR. _____
	NUMBER OF HOURS _____	CHARGES _____
VEHICLE & DRIVER R.T.		
VEHICLE & DRIVER O.T.		
HELPERS R.T.		
HELPERS O.T.		
TRAVEL TIME		
TOTAL HOURLY CHARGES		
WEIGHT BASIS TRANSPORTATION		
GROSS WEIGHT _____	RATE PER CWT. _____	
TARE WEIGHT _____		
NET WEIGHT _____		
SUBJECT TO A MINIMUM OF _____	LBS. (FOR _____	MILES) _____
TOTAL WEIGHT BASIS CHARGES		
PACKING & UNPACKING	EST.	NO.
BARRELS, DRUMS OR DISHPACKS		
CARTONS, LESS THAN 3 CU. FT.		
CARTONS, 3 CU. FT.		
CARTONS, 4 1/2 CU. FT.		
CARTONS, 6 CU. FT.		
WARDROBES		
MATTRESS: SINGLE OR DOUBLE		
KING OR QUEEN SIZE		
CRIB		
CRATES AND CONTAINERS		
MIRROR CARTONS		
TOTAL PACKING CHARGES		
ADDITIONAL SERVICES		
DECLARATION OF VALUE OPTION <input type="checkbox"/>		
TOTAL CHARGES _____		
LESS DEPOSIT RECEIVED _____	()	
BALANCE DUE AT DELIVERY _____		

**CLAIMS FOR DAMAGE OR LOSS MUST BE FILED WITH THIS CARRIER WITHIN 15 DAYS
(SEE CONTRACT TERMS AND CONDITIONS, Sec. 2(b))**

ORIGINAL

ISSUE DATE: APRIL 13, 2018

EFFECTIVE DATE: MAY 14, 2018

SCHEDULE I

CONTRACT TERMS AND CONDITIONS

Sec. 1 (a) The Carrier of party in possession of any of the property herein described ("Property") shall be liable as at common law for any loss thereof or damage thereto, except as herein provided.

(b) No Carrier or party in possession of all or any of the Property ("Carrier") shall be liable for any loss, damage or delay caused by act of God, public enemy, war, declared or undeclared, acts of public authority, quarantine, riots, strikes, perils of navigation, act or default of Shipper or owner, nature of Property or defect or inherent vice, occurrences in custom warehouse, or for any loss or damage to paintings, statuary, ornamental items, works of art, articles of unusual nature or value, photographs or pictures, antiques, dishes, glassware, musical instruments vases, mirrors, marble or enamel pieces, lamps, lamp shades or other fragile articles, unless such loss or damage was caused by negligence of the Carrier, and the responsibility to prove such negligence shall be on the Shipper, except where arrangements have been made for the packing and unpacking of such articles by the Carrier or its agent. No carrier shall be held liable for the internal malfunction of any computerized, electrical or mechanical item or piece of equipment, whether or not such articles are packed, unpacked, or packed and unpacked by the Shipper or his agent or Carrier or its agents. No Carrier shall be liable for damage to or loss of contents of pieces of furniture, crates, bundles, cartons, boxes, barrels or other containers unless such contents are open for Carrier's inspection and then only for such articles as are specifically listed by the Shipper and receipted for by the Carrier or its agent.

(c) No Carrier shall be liable for delay caused by obstructions, faulty or impassable highways, lack of capacity of any highway, bridge, ferry, or caused by breakdown, or mechanical defect of vehicles or equipment.

(d) Carrier's liability shall be that of a warehouseman, only, for loss, damage or delay caused by fire occurring after the arrival of the Property at destination or at the port of export and tender of delivery of the Property to the party entitled to receive it has been made. Except in case of negligence of the Carrier, Carrier shall not be liable for loss, damage, or delay occurring while the Property is stopped and held or stored in transit on the request of the Shipper, owner, or party entitled to make such a request, whether such request was made before or after Carrier came into possession of the Property.

Sec. 2 (a) No Carrier is bound to transport the property by any particular schedule, vehicle, train or vessel or otherwise than with reasonable dispatch. Every Carrier shall have the right in case of physical necessity to forward the Property by any Carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the Shipper or as been agreed upon in writing as the released value of the Property as determined by the classification or tariffs upon which the rate is based, such lower value less charges shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

(b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering Carrier, or Carrier issuing this proposal for service and bill of lading, or Carrier in possession of the Property when the loss, damage, injury, or delay occurred, within 15 days after delivery of the Property; and suits shall be instituted against any Carrier only within two years and one day from the day when notice in writing is given by the Carrier to the claimant and the 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, no Carrier hereunder shall be liable.

(c) Any Carrier or party liable on account of loss or damage to any of the Property shall have the full benefit of any insurance that may have been effected upon or on account of the Property so long as this shall not avoid the policies or contracts of insurance; provided that the Carrier reimburses the claimant for the premium paid thereon.

Sec. 3 Except where such service is required as the result of Carrier's negligence, all Property shall be subject to necessary cooperage, packing and repacking at owner's cost.

Sec. 4 (a) Carrier shall have the right to retain possession of any Property transported by it and to take and place the same in storage at the charge and expense of Shipper, until all tariff rates and charges thereon have been paid in cash, money order or certified check. Nothing herein shall limit the right of Carrier to require, at a time of or before shipment, the prepayment in part or in full or guarantee of the charges.

(b) Property not received by the party entitled to receive it after appropriate notice, may be kept in vehicle, warehouse or place of business of the Carrier, subject to all lawful charges and to Carrier's responsibility as warehouseman only, or at the option of the Carrier, may be removed to and stored in a 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 on the bill of lading for notification, the Carrier shall be discharged from liability upon sending a notice to Shipper showing the warehouse in which such Property has been placed, subject to the provisions of this paragraph.

Sec. 5 (a) Where Carrier is directed to take Property from a place or places at which the Consignor or his agent is not present, the Property shall be at the risk of the owner before loading.

(b) Where Carrier is directed to unload or deliver Property 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.

Sec. 6 No Carrier will carry or be liable in my way for any documents, specie, or for any article of extraordinary value unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

Sec. 7 Explosives or dangerous goods will not be accepted for shipment. Every party whether principal or agent shipping such goods shall be liable for and indemnify Carrier against all loss or damage caused by such goods and Carrier will not be liable for safe delivery of the shipment.

Sec. 8 The owner or Consignee shall pay the advances, tariff charges, packing and storage, if any, and all other lawful charges accruing on said Property. No Carrier shall deliver or relinquish possession at destination of the Property until all tariff and charges thereon have been paid. Consignor shall also be liable for the advances, tariff charges, packing, storage, and all other lawful charges, except as otherwise agreed in writing. The beneficial owner shall also be liable for all charges due to Carrier where not paid by Consignor or Consignee. If the Consignor or Consignee has given to the Carrier erroneous information as to the identity of the beneficial owner, such Consignor or Consignee shall be liable for such additional charges and any attorney's fees incurred by Carrier as a result of this disclosure. Nothing herein shall limit the right of the Carrier to require, at the time of shipment the prepayment of the charges. If upon inspection it is ascertained that the articles shipped are not those described herein, the advances or tariff charges must be paid upon the articles actually shipped.

Sec. 9 If this proposal for service and bill of lading is issued on the order of the Shipper or his agent, in exchange or in substitution for another proposal for service and bill of lading, the Shipper's signature to the prior proposal for service and bill of lading as to the statement of the value or otherwise or election for common law or bill of lading liability, in or in connection with such prior proposal for service and bill of lading, shall be considered a part of this proposal for service and bill of lading as fully as if the same were written or made in or in connection with this proposal for service and bill of lading.

Sec. 10 Any alteration in this proposal for service and bill of lading made without the special notation hereon of the Carrier shall be without effect, and this document shall be enforceable according to its original tenor.

From: [Transportation, DPU \(DPU\)](#)
To: [Gerald Borovick](#)
Subject: Re: RAINBOW MOVERS, INC. DPU CERT. NO. 6 1 5 2
Date: Tuesday, June 22, 2021 10:23:02 AM

The Department is in receipt of the Rainbow Movers Inc rates/tariff supplement. According to our records, the request was approved and uploaded to our system May 26, 2021.

From: Gerald Borovick <borovick@abmasslaw.com>
Sent: Friday, May 28, 2021 2:49 PM
To: Transportation, DPU (DPU)
Cc: Erin McEnaney
Subject: RAINBOW MOVERS, INC. DPU CERT. NO. 6 1 5 2

CAUTION: This email originated from a sender outside of the Commonwealth of Massachusetts mail system. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

On behalf of my client referenced above, please find paid receipt and Supplement No. 1 to Tariff No. 2 filed today, May 28, 2021.

On behalf of my client, due to the COVID pandemic and pursuant to 220 CMR 260.02(7), I respectfully request that the rates reflected in the attached supplement take effect IMMEDIATELY rather than the normal 30 days.

Copy of payment receipt through nCourt attached reflecting filing fee of \$100 paid for said supplement.

Kindly review and advise.

Thank you.

Respectfully,

Gerald D. Borovick

Andresen & Borovick, LLP

323 Boston Post Road

Sudbury, MA 01776-3022

Tel. No.: 978-443-6868

Fax No.: 978-443-6820

Email: [Gerald D. Borovick](mailto:Gerald.D.Borovick)

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Emails sent or received shall neither constitute acceptance of conducting transactions via electronic means nor shall create a binding contract within the meaning of the Massachusetts Uniform Electronic Transactions Act. Nor has the sender been lawfully authorized to bind any other person to the terms discussed in this email or in the document(s) attached. A binding enforceable agreement may be created only when a document is signed by all the parties in the manner and upon the terms and conditions specifically set forth in the accompanying document.

RAINBOW MOVERS, INC.

SUPPLEMENT NO. 1
REFERRING TO
M.D.P.U. NO. 2
CANCELS
SCHEDULES A, B, C, E &
H

RAINBOW MOVERS, INC.

M. D. P. U. CERT. NO. 6 1 5 2

**SUPPLEMENT REFERRING TO
COMMODITY RATE TARIFF**

**APPLYING ON
TRANSPORTATION OF GOODS
(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:**

RAINBOW MOVERS, INC.

/s/ Erin McEnaney

By: Erin McEnaney, its President

PUBLISHED AT:

**19 National Drive
Franklin, MA 02038**

Note: Except as amended by this Supplement, all other sections of Carrier's filed tariff remain in effect.

ISSUE DATE: May 28, 2021

FFECTIVE DATE: May 28, 2021

RAINBOW MOVERS, INC.

**SCHEDULE A
TRANSPORTATION RATES -HOURLY**

This schedule shall be used to determine Carrier's transportation rates as provided in Rule 24. The hourly transportation rates in this Schedule A cover movements of household goods and related articles as described in Rule 1(A), crated, uncrated, or in containers, on an hourly basis up to and including 100 miles from point(s) of origin to point(s) of destination.

REGULAR TIME RATES: (Non-premium rates)

Standard time rates apply when service is performed on weekdays (Monday thru Friday) or weekends (Saturday and Sunday). The decision to estimate with Regular Time Rates is at the sole discretion of Carrier.

OVERTIME RATES:

Overtime rates can apply at any time during weekdays (Monday thru Friday) or weekends (Saturday and Sunday) between the hours of 4:30 PM and 8:00 AM.

PEAK RATES:

Peak rates can apply at any time during the weekdays (Monday through Friday) or weekends (Saturday and Sunday).

TRAVEL TIME:

An additional charge to the actual Bill of Lading hours shall be assess 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 supervisor. Travel Time Charges will be calculated based upon the mileage from Carrier's facility to the furthest point of the move, origin or destination.

0-20 miles	0.5 hour
21-30 miles	1.0 hour
31-40 miles	1.5 hours
41-100 miles	2.0 hours

Transportation Rates:

Charges:

Household

Per Hour

January 1, through May 14, and September 16, through December 31,

	<u>Regular</u>	<u>Overtime</u>
Vehicle and Foreman	\$ 130.00	\$ 195.00
Supervisor	\$ 70.00	\$ 105.00
Helpers, each	\$ 65.00	\$ 97.50
Additional Truck	\$ 65.00	\$ 97.50

RAINBOW MOVERS, INC.

May 15, through September 15,

Peak – Per Hour

Vehicle and Foreman	\$ 155.00
Supervisor	\$ 105.00
Helpers, each	\$ 95.00
Additional Truck	\$ 110.00

Additional fees assessed on a shipment, due to additional services requested by Shipper, consignee or third party, of the Carrier beyond the normal services included in the Carrier's gross price. The following charges shall be referred to the Carrier as Senior Move Management fees or "MM" on the Carrier's Bill of Lading:

<u>Charges</u>	Description:
\$175.00/hr.	Per person – On request of Shipper, consignee or third party, for initial consultation to consider options and formulate effective procedure for executing Shipper's relocation needs.
\$115.00/hr.	Per person – for project management oversight, including evaluating Shipper's personal property, logistical planning such as floor plans to make informed recommendations for precise property placement when considering Shipper's needs.
\$100.00/hr.	Per person – for evaluating Shipper's personal property and making recommendations and assistance in liquidating property by sorting, prioritizing, donating, selling and forwarding to third-parties in addition to the move of Shipper's personal property included in the shipment to destination.

[Remainder of page is blank.]

RAINBOW MOVERS, INC.

SCHEDULE B – ADDITIONAL SERVICES

CONTAINERS, PACKING AND UNPACKING RATES

This schedule shall be used to determine Carrier's packing rates.

1. Local packing rates will be applicable for packing services performed by Carrier. Flat rates will apply to the purchase of cartons or containers.
2. All such cartons and containers furnished and packed by Carrier (or its agent(s)) remain the property of the consignee. If the consignee or his or her agent requests unpacking (which includes disposal of such cartons and containers, if requested), separate rates apply in addition to packing rates.
3. In the event two or more cartons or containers must be joined because of size, shape or character of the item or items to be packed, each such carton or container that is so joined will be counted as one carton for rating purposes.
4. Debris removal or unpacking after delivery date is applicable to local hourly rates.

CONTAINERS

Container Type	Packing	Unpack
Dish Pack 5.2 cu. ft. (barrel)	\$ 44.00	\$ 12.00
Book Carton – 1.5 cu. ft.	\$ 18.00	\$ 7.00
Medium Carton – 3.0 cu. ft.	\$ 23.00	\$ 8.00
Large Carton – 4.5 cu. ft.	\$ 27.00	\$ 8.00
Extra Large Carton – 6.1 cu. ft.	\$ 29.00	\$ 9.00
Wardrobe Carton – 10.0 cu. ft.	\$ 26.00	\$ 8.00
Wardrobe Carton – Rental	\$ 10.00	
Mattress Carton – Crib	\$ 16.00	\$ 5.00
Mattress Carton – Single	\$ 21.00	\$ 5.00
Mattress Carton – Double	\$ 23.00	\$ 6.00
Mattress Carton – King/Queen	\$ 27.00	\$ 7.00
Corrugated Containers (specially designed for paintings/mirrors)	\$ 44.00	\$ 12.00
Crates & Containers (five cu. ft. min.) (other than corrugated, specially designed for constructed mirrors, paintings, glass, or marble tops and similar fragile articles)		3 rd party service
Minimum Charge for Crates		

RAINBOW MOVERS, INC.

ITEM 120

LABOR CHARGES

Regular and overtime labor charges cover all additional services for which no charges are otherwise provided in this tariff, when such services are requested by Shipper. Refer to Carrier's hourly rate table in Schedule A.

ITEM 141

APPLIANCE SERVICE

Household appliances or other articles (such as washers, dryers, refrigerators, freezers, etc.) require special servicing for safe transportation. This item is subject to request of Shipper, owner, or consignee, and provisions of Rule 12.

Carrier servicing at origin:

First Article:	\$34.00
Each additional article:	\$20.00

Carrier servicing at destination:

First Article:	\$20.00
Each additional article:	\$15.00

ITEM 144

**EXTRA PICK-UP OR DELIVERY
(WEIGHT BASIS ONLY)**

Carrier will stop at one or more places necessary for making additional pick-up(s) after the first pick-up, or additional delivery or deliveries made prior to the final delivery subject to Rule 36 (Extra Pick-Up or Delivery).

Charge per stop: \$75.00

ITEM 170

**ELEVATOR, STAIR CARRY OR EXCESSIVE DISTANCE
(WEIGHT BASIS ONLY)**

ELEVATORS:

Where pick-up or delivery involves the use of adequate service:
Additional Service charge applies to each elevator used to provide the service at origin or destination.

\$ 3.00 per elevator cwt.

RAINBOW MOVERS, INC.

STAIRS (Inside or outside a building):

Where pick-up or delivery involves a carry up or down a flight(s), a Additional Service charge will be assessed.

\$ 3.00 cwt. Per each flight (8 steps or more)

EXCESSIVE DISTANCE:

Where pick-up or delivery beyond seventy-five (75) feet from Carrier's vehicle to consignee's door in increments of fifty (50) feet Additional Service charge.

\$ 3.00 cwt. Per each 50 feet

ITEM 174

**BULKY ARTICLES LOADING & UNLOADING CHARGES
(WEIGHT BASIS ONLY)**

When a shipment includes articles as named below, the following Additional Service charge will apply to each article and includes both loading and unloading service.

AUTOMOBILES, PICKUP TRUCKS, SPORT UTILITY VEHICLES,
SNOWMOBILES, MOTORIZED GOLF CARTS, RIDING LAWN MOWERS,
TRACTORS, TRAILERS (excluding boat trailers, horse trailers, travel campers and
mini-mobile homes), FARM IMPLEMENTS OR EQUIPMENT;

JET SKIS, WINDSURFERS, CANOES, DINGHIES, KAYAKS, SCULLS, SKIFFS
AND POWER BOATS;

LARGE SCREEN TELEVISION, 40 inches and over, SATELLITE TELEVISION OR
RADIO DISK/DISHES, including mounts, stands and accessorial equipment;

ORGANS, PIANO'S AND HARPSICHORDS, any size;

PLAYHOUSES, DOLL HOUSES, TOOL SHEDS, UTILITY SHEDS OR ANIMAL
KENNELS OR HOUSES (transported set up not dismantled); and

BATH TUBS, HOT TUBS, SPAS, WHIRLPOOL BATHS and JACUZZIS

Rate Per Each \$ 120.00

ITEM 180

**WAITING TIME (NO FAULT OF CARRIER)
(WEIGHT BASIS ONLY)**

When a shipment is traveling 101 miles or over, one (1) hours free waiting time will be allowed. Upon expiration of the free waiting time, additional time will be subject to Carrier's convenience.

Applicable Additional Service charges for this service can be found in Carrier's hourly transportation rate table for vehicle and crew size.

RAINBOW MOVERS, INC.

ITEM 190

**AUXILIARY SERVICE
(WEIGHT BASIS ONLY)**

Necessary for pick-up and delivery and applies to all auxiliary services requested by Shipper. Applies only in connection with Rule 17 (Impractical Pick-up or Delivery and Auxiliary Services)

Per additional vehicle and driver, see Time Basis Rates.

ITEM 200

**OVERTIME LOADING & UNLOADING
(WEIGHT BASIS ONLY) (See Notes 1, 2 & 3)**

The below charge applies when this service is made necessary by landlord requirement or is required by prevailing laws and ordinances or is rendered at the specific request of Shipper or his or her agent.

An Additional Service charge for each overtime loading and each overtime unloading will be \$ 10.00 per cwt. based on the transportation.

Note 1: Rates apply Monday through Friday 5:00 pm to 8:00 am, and all-day Saturday, Sunday and Holidays.

Note 2: These charges will be based on actual weight, subject to a 1000 pound minimum.

Note 3: These charges shall not apply when the service is performed for Carrier's convenience. This overtime service will be rendered only at the option of Carrier.

ITEM 210

**ISLAND TRANSPORTATION
(WEIGHT BASIS ONLY)**

Additional Service charges to or from the islands of Martha's Vineyard, MA and Nantucket, MA are subject to a 5000 lb. minimum. This charge represents the ferry charge. Between Woods Hole Massachusetts and:

Martha's Vineyard: \$10.15 per cwt.
or
Nantucket: \$ 15.55 per cwt.

ITEM 230

**REWEIGHING CHARGE
(WEIGHT BASIS ONLY)**

Carrier upon the request of Shipper or his or her agent, made prior to delivery date, will reweigh the shipment. The lower of the two (2) net weights shall be used in determining the applicable Additional Service charge.

Per reweigh: \$ 50.00

RAINBOW MOVERS, INC.

SCHEDULE H

WEIGHT BASIS RATES FOR WAREHOUSE PICKUP OR DELIVERY

On shipments up to and including 100 miles (rates in this section apply separately to each warehouse pickup, and again at time of delivery.

Up to 2,300 lbs. (A)	\$ 650.00 flat charge
2,301 to 3,999 lbs.	\$ 27.00/CWT
4,000 to 5,999 lbs.	\$ 25.00/CWT
6,000 to 7,999 lbs.	\$ 23.00/CWT
8,000 to 9,999 lbs.	\$ 23.00/CWT
10,000 to 14,999 lbs.	\$ 21.00/CWT
15,000 lbs. and over:	\$ 19.00/CWT

NOTE: Over 100 miles, apply weight/mileage rates contained in this tariff.

[Remainder of page is blank.]

From: [DPU Transportation \(DPU\) \(DPU\)](#)
To: [Gerald Borovick](#)
Subject: Re: RAINBOW MOVERS, INC. DPU CERT. NO. 6 1 5 2
Date: Friday, May 13, 2022 8:33:56 AM

Your request has been received, approved, and uploaded to our database.

From: Gerald Borovick <borovick@abmasslaw.com>
Sent: Wednesday, May 11, 2022 3:10 PM
To: DPU Transportation (DPU) <dpu.transportation@mass.gov>
Subject: RAINBOW MOVERS, INC. DPU CERT. NO. 6 1 5 2

CAUTION: This email originated from a sender outside of the Commonwealth of Massachusetts mail system. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

On behalf of my client referenced above, please find paid receipt and **Supplement No. 2 to Tariff No. 2** filed today, May 11, 2022. On behalf of my client, due to the COVID pandemic and rapid escalation of the cost of fuel, pursuant to 220 CMR 260.02(7), I respectfully request that the rates reflected in the attached supplement take effect IMMEDIATELY rather than the normal 30 days.

I shall assume that due to the COVID-19 pandemic, the Transportation Oversight Division (“Division”) continues to waive the requirement that a paper original of the supplement is required to be mailed to the Division’s office at One South Station, Boston in order for this Supplement No. 2 to Tariff No. 2 to take legal effect unless otherwise advised by the Division.

Copy of payment receipt through nCourt attached reflecting filing fee of \$100 paid for said supplement.

Kindly confirm receipt of this message and its attachment by replying to same.

Thank you.

Respectfully,

Gerald D. Borovick
Andresen & Borovick, LLP
323 Boston Post Road
Sudbury, MA 01776-3022
Tel. No.: 978-443-6868
Fax No.: 978-443-6820
Email: [Gerald D. Borovick](mailto:Gerald.D.Borovick)

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RAINBOW MOVERS, INC.

SUPPLEMENT NO. 2
REFERRING TO
M.D.P.U. NO. 2
CANCELS
SCHEDULES A & F

RAINBOW MOVERS, INC.
M. D. P. U. CERT. NO. 6 1 5 2

SUPPLEMENT REFERRING TO
COMMODITY RATE TARIFF

APPLYING ON
TRANSPORTATION OF GOODS
(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:**

RAINBOW MOVERS, INC.

/s/ Erin McEnaney

By: **Erin McEnaney, its President**

PUBLISHED AT:

**19 National Drive
Franklin, MA 02038**

Note: Except as amended by this Supplement, all other sections of Carrier's
filed tariff remain in effect.
SCHEDULE A

ISSUE DATE: May 11, 2022

FFECTIVE DATE: May 11, 2022

RAINBOW MOVERS, INC.

SCHEDULE A

TRANSPORTATION RATES -HOURLY

This schedule shall be used to determine Carrier's transportation rates as provided in Rule 24. The hourly transportation rates in this Schedule A cover movements of household goods and related articles as described in Rule 1(A), crated, uncrated, or in containers, on an hourly basis up to and including 100 miles from point(s) of origin to point(s) of destination.

REGULAR TIME RATES: (Non-premium rates)

Standard time rates apply when service is performed on weekdays (Monday thru Friday) or weekends (Saturday and Sunday). The decision to estimate with Regular Time Rates is at the sole discretion of Carrier.

OVERTIME RATES:

Overtime rates can apply at any time during weekdays (Monday thru Friday) or weekends (Saturday and Sunday) between the hours of 4:30 PM and 8:00 AM.

PEAK RATES:

Peak rates can apply at any time during the weekdays (Monday through Friday) or weekends (Saturday and Sunday).

TRAVEL TIME:

An additional charge to the actual Bill of Lading hours shall be assess 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 supervisor. Travel Time Charges will be calculated based upon the mileage from Carrier's facility to the furthest point of the move, origin or destination.

0-20 miles	0.5 hour
21-30 miles	1.0 hour
31-40 miles	1.5 hours
41-100 miles	2.0 hours

Transportation Rates:

Charges:

Household

Per Hour

January 1, through May 14, and September 16, through December 31,

	<u>Regular</u>	<u>Overtime</u>
Vehicle and Foreman	\$ 130.00	\$ 195.00
Supervisor	\$ 70.00	\$ 105.00
Helpers, each	\$ 65.00	\$ 97.50
Additional Truck	\$ 65.00	\$ 97.50

RAINBOW MOVERS, INC.

May 15, through September 15,

Peak – Per Hour

Vehicle and Foreman	\$ 175
Truck and 2 Movers	\$ 215
Truck and 3 Movers	\$ 295
Truck and 4 movers	\$ 375
Additional Labor	\$ 85

Additional fees assessed on a shipment, due to additional services requested by Shipper, consignee or third party, of the Carrier beyond the normal services included in the Carrier's gross price. The following charges shall be referred to the Carrier as Senior Move Management fees or "MM" on the Carrier's Bill of Lading:

<u>Charges</u>	Description:
\$175.00/hr.	Per person – On request of Shipper, consignee or third party, for initial consultation to consider options and formulate effective procedure for executing Shipper's relocation needs.
\$115.00/hr.	Per person – for project management oversight, including evaluating Shipper's personal property, logistical planning such as floor plans to make informed recommendations for precise property placement when considering Shipper's needs.
\$100.00/hr.	Per person – for evaluating Shipper's personal property and making recommendations and assistance in liquidating property by sorting, prioritizing, donating, selling and forwarding to third-parties in addition to the move of Shipper's personal property included in the shipment to destination.

[Remainder of page is blank.]

RAINBOW MOVERS, INC.

SCHEDULE F

FUEL SURCHARGE

Note 1: The Carrier will check average fuel prices in the state of Massachusetts using the AAA website which is <https://gasprices.aaa.com/>.

Note 2: The fuel surcharge WILL BE SHOWN SEPARATELY from the transportation/moving charges on documents for the purpose of identifying the amount as special fuel related revenue.

Note 3: The fuel surcharge will apply on each vehicle for each day of service at Shipper's residence or shipment loading point.

Note 4: The Carrier shall explain fully the fuel surcharge to be assessed prior to the move or during the estimate process.

Cost Per Gallon	Fuel Surcharge
\$2.50 -- \$2.99	\$30/Per Truck/Per Day
\$3.00 -- \$4.00	\$40/Per Truck/Per Day
\$4.01 -- \$5.50	\$50/Per Truck/Per Day
\$5.50 -- \$6.00	\$55/Per Truck/Per Day
\$6.50 -- \$7.00	\$60/Per Truck/Per Day
\$7.01 -- \$7.50	\$65/Per Truck/Per Day

[Remainder of page is blank.]