

Commonwealth of Massachusetts

Department of Public Utilities

Transportation Oversight Division

Sample Tariff

This sample tariff was developed using existing tariffs that comply with the requirements of Massachusetts' codes, laws, and regulations. It is intended to help you develop your own tariffs that meet those requirements.

The sample is **not** intended for you to use exactly as written. Some information in the sample may not apply to the service(s) that you will provide. It is your responsibility to review the information and sample, and to develop a tariff that is specific to your operation.

Generally, tariffs for household goods transportation within the Commonwealth must show all rates, fares, and charges. Additionally, your tariff must include all rules and regulations that you will require your customers to follow as related to your transportation services.

SAMPLE

Once established, filed, and approved, you cannot change your rates unless you have notified the Department. Also, the Department must authorize proposed changes. Each filing – original and subsequent changes – must be accompanied by the appropriate filing fee payable to Comm of MA/DPU.

Your tariff must have a cover sheet that contains all of the following items:

- Title (Household Goods Carrier Tariff)
- Company Name and Contact Information (phone, fax, email)
- Tariff Number (Original tariffs will always be 1)
- Effective Date

Your tariff should include a Table of Contents that lists the page and item number where each subject can be found. If your tariff contains few pages and the title page plainly discloses the subjects, the table of contents is not required.

If there are any abbreviations or symbols, your tariff must contain a list and reference marks with a definition for each.

Your tariff should include a detailed explanation of how you intend to calculate mileage.

Rates and charges must be shown in United States (US) dollars and cents. List your transportation rates, service charges, and any of the following that apply:

- Rates you will charge per 100 pounds (lbs)
- Packing and unpacking rates that you will charge per container or 100lbs
- Itemized accounting of each service provided at an additional charge
- Itemized accounting of each commodity you will charge a special rate to transport
- Any additional information that covers all other rules, regulations, or policies you have that relate to your rates and charges
- All your rules and regulations regarding payment of your charges
- Charge(s) for additional insurance coverage

Be sure to list all rules and regulations under which you will operate.

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TITLE SHEET

(COMPANY NAME GOES HERE)

TARIFF NO. 1

This tariff contains the description, regulations, and rates applicable to the furnishing of services and facilities for household goods services provided by **ABC-123-XYZ Moving Company** with principal offices at **321 Household Goods Boulevard, Suite 456, Boston, Massachusetts, 02100**. This tariff is on file with the Commonwealth of Massachusetts Department of Public Utilities, and copies may be inspected during normal business hours at the Company's principal place of business.

The Company's telephone numbers are: **(123)456-7890, etc.**

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DEFINITIONS

TERM - DEFINITION

- C – Charge
- Cu Ft - Cubic Feet
- CWT - Hundred Pound Weight
- I – Increase
- Incl – Inclusive
- LB or LBS. – Pound
- legal holiday - any legal national/state holiday
- Loading - includes MATS’ loading and unloading
- Ma or MA - Massachusetts
- N - New
- N/C - No Charge
- Packing - includes MATS’ packing and unpacking
- R – Reduction

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Household Appliances5

Bulky Items5

SECTION 1 -- MILEAGE CALCULATIONS

Every reasonable effort will be made to determine the correct mileage between the pick-up point and delivery point by the shortest practical truck routes. Where there is more than one desirable route with differing mileage, the shipper will be charged for the route with the least number of miles. **Mileage will be determined using PC MILES AND MILES, Version 7.9.**

RULE 1

When the point of origin and/or point of destination is not available in PC MILES AND MILES, **ABC-123-XYZ Moving Company** will use the latest edition available of the *American Moving and Storage Association Mileage Guide* to determine mileage.

ITEM 2 -- ADDITIONAL SERVICES AND CHARGES**ITEM 2A - Packing and Unpacking**

Percent Packed by **ABC-123-XYZ Moving Company**

	<u>Area A</u>	<u>Area B</u>
100%	\$15.00	\$13.50
90%	\$13.10	\$11.80
80%	\$11.25	\$10.15
70%	\$9.40	\$8.50
60%	\$7.55	\$6.85
50%	\$5.70	\$5.20
40%	\$3.85	\$3.50
30%	\$2.25	\$2.00

Area A covers the counties of: Suffolk, Essex, and Norfolk

Area B covers all other Massachusetts counties not covered by Area A..

RULE 2

For any shipment that requires overtime packing and/or unpacking, 10% will be added to the applicable rate listed above.

RULE 3

Articles that must be packed, crated, or wrapped may be prepared for shipping by the shipper or **ABC-123-XYZ Moving Company** will perform the service at the request of the shipper.

ITEM 2B - Labor Charges

These charges apply to services not otherwise covered in this tariff when such services are requested by the shipper.

Day Labor Performed Time Labor Performed Charge Per Man-hour

Weekdays 8 A. M. to 5 P. M.. \$23.75

Weekdays before 8 A. M. and after 5 P. M. \$32.55

Saturday 8 A M. to 5 P. M. \$32.55

Saturday before 8 A. M. and after 5 P. M. \$37.65

Sunday any time \$42.80

Legal State or Federal Holidays anytime \$42.80

ITEM 2C - Storage in Transit

If the shipper requests the shipment be held in storage before delivery to the point of destination, the following charges will apply.

CHARGE PER CWT

Storage (per 30-day period or part thereof) \$3.45
 Climate Controlled Storage (per 30-day period or part thereof) \$5.70
 Warehouse Handling \$3.85
 Overtime Warehouse Handling \$6.75
 Pick-up or Delivery Transportation
 1,000 to 1,999 lbs. \$15.75
 2,000 to 3,999 lbs. \$13.50
 4,000 or more \$11.80

ITEM 3 -- ADDITIONAL COMMODITIES AND CHARGES**ITEM 3A - Household Appliances**

ABC-123-XYZ Moving Company will charge the following rates for household appliances that require special handling to assure safe transportation.

First Item \$28.30

Each Additional Item \$18.20

ITEM 3B - Bulky Items

The following charges will apply to the loading of the following items.

ITEM	CHARGE
Airplanes	\$154.00
Boats-14 feet or less	N/C
Boats-14 to 20 feet	\$113.75
Boats - over 20 feet	\$167.80
Cars	\$115.87
Grandfather Clocks	\$32.90
Hot Tubs	\$110.55
Playhouses	\$74.70

SECTION 3 -- RULES AND REGULATION -- RATES

RULE 4 -- Warehouse Delivery

Except as provided in *Rule 4*, when goods are consigned or delivered to a warehouse, the location of the warehouse will be considered the destination and must be noted on the Bill of Lading. **ABC-123-XYZ Moving Company** liability will end when the shipment is unloaded into the warehouse. The goods will be stored in the name of the shipper, owner, or consignee, subject to a lien for transportation and other lawful charges.

RULE 5 -- Diversion of Shipments

Upon written instructions by the consignor, consignee, or owner, a shipment will be diverted subject to the following provisions and following additional charges:

A. The term *Diversion* means:

1. A change in the name of the consignor.
2. A change in the name of the consignee.
3. A change in the destination.
4. A change in the route.
5. Any other instructions given which are necessary to achieve delivery and require:
 - a. a change in billing, or
 - b. an additional movement of the shipment, or
 - c. both.

B. When a diversion order under this rule is received by **ABC-123-XYZ Moving Company**, diligent effort will be made to locate the shipment and make the change requested. **ABC-123-XYZ Moving Company** will not be responsible for failure to make the change unless the failure is due to the error or negligence of **ABC-123-XYZ Moving Company** or its employees.

C. Charges to a diverted shipment will be assessed at the lawfully applicable rate from origin to destination via the point of diversion over the route of movement, plus the changes as provided in Item 4.

ITEM 4

Each diversion at origin \$5.95 cwt

Each diversion at destination \$4.24 cwt

RULE 6 -- Regular Hours of Service

ABC-123-XYZ Moving Company regular hours of service are between 7 AM and 6 PM each day except for Saturdays, Sundays, and legal holidays, except as otherwise provided.

RULE 7 -- Minimum Charge

Unless otherwise specifically provided for in this pricing structure, all shipments weighing less than 500 pounds will be charge at the 500 pound rate.

RULE 8 – Payments

A. **ABC-123-XYZ Moving Company** will not deliver or hand over any shipment or any part of a shipment until all rates and charges have been paid in cash, money order, traveler's check, cashier's check, certified check, or by an approved credit card(s).

B. When arrangements for credit are made between **ABC-123-XYZ Moving Company** and the consignor or consignee, the following conditions apply:

1. A *free-credit* period will extend for 7 days, excluding Saturdays, Sundays, and legal holidays.

2. When **ABC-123-XYZ Moving Company** bill is not paid within the *free-credit* period, credit will be automatically extended to 30 days including the *free-credit* period and a service charge of 1% of the bill (\$10.00 minimum) will be charge for extension of the credit.

3. **ABC-123-XYZ Moving Company** bill will display the *extended-credit* period separately from the *free-credit* period.

4. The postmark date of the payment to **ABC-123-XYZ Moving Company** will be deemed the date the charges were collected.

5. Credit will not be given to any shipper who fails to pay a legally presented bill within the *extended-credit* period.

6. This rule does not apply to Government Bills of Lading.

C. **ABC-123-XYZ Moving Company** may require the shipper to pre-pay, in full or in part, for a specific service required by the shipper on or before starting the performance of the service.

RULE 9 -- Replacement Value Protection

When *Replacement Value Protection* is requested in writing by the customer, **ABC-123-XYZ Moving Company** will be liable to the maximum declared released value for replacement of the articles lost or damaged while in **ABC-123-XYZ Moving Company** custody.

Replacement Value Protection will be provided by **ABC-123-XYZ Moving Company** only if it is request by the shipper and if the shipper states an amount equal to or greater than the \$6.50 per pound of weight of the shipment or a minimum of \$30,000, whichever is greater, subject to the option chosen by the shipper.

Option A -- \$1,500 Deductible

The customer will pay for the protection 20¢ per \$100 or part thereof, of declared or released value and assumes responsibility for the first \$1,500 of any claim.

Option B -- \$300.00 Deductible

The customer will pay for the protection 50¢ per \$100 or part thereof, of declared or released value and assumes responsibility for the first \$300 of any claim.

Option C -- No Deductible

The customer will pay for the protection 75¢ per \$100 or part thereof, of declared or released value.

An additional 10% of the declared or release value will apply to shipment that are stored in transit for each 30 days or part thereof of storage in transit.

Note 1 -- **ABC-123-XYZ Moving Company** maximum liability will not exceed the release or declared value on the shipment, 100% of the actual cash value of the item(s), or the full repair cost, whichever is less.

Note 2 -- This protection does not apply to lost, damaged, destroyed, or missing papers of any kind, including accounts, bills, passports, deeds, stocks, bonds, and money. This protection does not apply to items such as photographs, newspaper clippings and heirlooms having little or not market value. This protection does not apply to loss or damage due to insects or extreme temperatures.

Limitation on Service

Service(s) may not be used for any unlawful purposes.

ABC-123-XYZ Moving Company reserves the right to discontinue service(s) upon written notice, when necessitated by conditions beyond its control or when the customer is using its services in violation of the provisions of this tariff or in violation of the law.

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