

TWO MEN AND A TRUCK

M.D.P.U. NO. 1
CANCELS
M.D.P.U. NO. __

AN3 BOSTON, LLC dba
TWO MEN AND A TRUCK
M D P U NO. 31742

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:**

TWO MEN AND A TRUCK

/s/


By: ALAN DUESMITH, its member

**PUBLISHED AT: 260 Fordham Rd., # A-600
Wilmington, MA 01887**

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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, AN3 BOSTON LLC, dba TWO MEN AND A TRUCK (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 include 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 hourly rates or charges incurred for packing, unpacking, crating, loading, unloading and actual transportation or service concerning personal property and all time consumed in preparation of such transportation or service; 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 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 hoisting, piano carries, valuation charge, materials and debris removal, all as specifically set forth herein.

EXPLANATION OF ABBREVIATIONS AND SYMBOLS

Carrier	AN3 BOSTON LLC dba TWO MEN AND A TRUCK
Cu. Ft.	cubic feet
C.O.D.	collect on delivery
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
Line-haul	weight basis transportation rate exclusive of additional service charges
Shipper	Carrier's customer. Shipper may also be consignor and/or consignee, as the case may be

RESIDENTIAL BILL OF LADING AND FREIGHT BILL

**TWO MEN AND A TRUCK®**
“Movers Who Care®”

260 Fordham Rd #600 • Wilmington, MA 01887 • 339.227.6773 • www.twomenandatruck.com

US DOT 3367542 • MC 1079286 • DPU Certificate No. 31742

Each Franchise Independently Owned and Operated

Household Goods Bill of Lading

The undersigned Shipper (referred to variously herein as the “Shipper” or “Customer”), being the lawful owner or agent of the owner, hereby orders AN3 BOSTON LLC, dba **TWO MEN AND A TRUCK** (“Carrier”) to furnish transportation facilities and service described herein, subject to and in accordance with the rules and schedules in the lawfully published tariff on file with the Massachusetts Department of Public Utilities, Transportation Oversight Division, or its successor agency in effect (“Tariff”) on the date of issue of this Bill of Lading by Carrier and further, subject to the terms and conditions below and agrees to pay upon delivery the amount stated in Carrier’s freight bill at the end of the job.

Origin

Shipper/Customer:

*Customer**123 Address, State Zip*

Phone: 555-555-5555

Email: *sample@sample.com***Destination**

Consignee:

*Customer**789 Address, State Zip*

Charges for Moving and/or Packing Service: I understand and agree that the total bill presented to me at the completion of the move is based on the actual number of hours it takes to drive, load, move, and unload my possessions, multiplied by \$_____ per hour. I understand that this charge will include drive time from and back to **TWO MEN AND A TRUCK®**’s office.

Packing Service: I understand and agree that packing is based on the actual number of hours spent packing my possessions, multiplied by \$_____ per hour. I understand and agree that this charge will include drive time at the moving service rate of \$ _____ per hour, from and a back to **TWO MEN AND A TRUCK®**’s office.

Time, Minimums, and Extra Charges: We have a minimum charge of 1 hours for both moving and packing services. After that, we charge in 1/4 hour increments, 5 minutes into the next quarter hour we round to the next full 15 minutes. There is an extra charge on certain oversize or unique items, which include: pianos, organs, safes, full size copiers, fire proof file cabinets, pool tables, marble top tables, slate top pool tables, riding lawn mowers and motorcycles.

Estimates: Any estimate given by **TWO MEN AND A TRUCK®** for this move, prior to signing this agreement, has been made as carefully as possible, based on the information provided to us. The estimate was based on your house being packed and furniture disassembled upon Movers arrival.

Payment. Home Moves: Payment is due at completion of the move. Payment can be made by cash, debit, credit card or certified check. We accept the following credit cards: MasterCard, Visa, and Discover.

Business Moves: Deferred Payment arrangements must be made in advance and are for business accounts, only. An administration fee of \$10.00 will be applied to the final charge. Payment can be made by cash, debit, credit card or business check made payable to **TWO MEN AND A TRUCK®**

Damage Claims. If there is damage to any item, notify your Movers immediately. They will complete a Damage Report before they leave your site. If you discover damage after the move, the damage must be reported within 15 days of your move. See Section 6 below for filing claims and commencement of actions for loss or damage to your goods. We reserve the right to repair damaged goods as the first course of action. If we determine that the damage cannot be repaired, we reserve the right to either replace a damaged item or compensate you based on your selection in the TARIFF LEVEL OF CARRIER LIABILITY options below. No damage claims will be honored until the charges for moving services have been paid in full., including any collection costs charged by a collection agent as described in Additional cost below. The mechanical condition of appliances, electronics, furniture and other household items, cannot be established prior to a move, therefore unless there is exterior damage noted about the items or cartons, it is assumed that it is in working condition. **TWO MEN AND A TRUCK®** will not be liable for internal components unless physical damage indicates mishandling or carrier’s negligence.

Other Damages **TWO MEN AND A TRUCK®** is only responsible for items in our immediate care, custody and control. Therefore, we are not responsible for damage to items coming out of storage, items from your truck, or items you packed into boxes yourself. You will be asked to sign a Release of Liability acknowledging this.

CUSTOMER’S DECLARATION OF VALUE

THIS IS A TARIFF LEVEL OF CARRIER LIABILITY – IT IS NOT INSURANCE

You must select by placing your initials next to one of the following two options for your shipment prior to the start of any packing or moving service. The option you select and declaration you make establishes Carrier’s liability for your Property.

- OPTION A:

[]

Initial

RELEASED VALUE OF \$0.60 PER POUND PER ARTICLE. If an article is lost, destroyed or damaged while in Carrier’s custody, Carrier’s liability will be limited to the actual weight in pounds of the lost, destroyed or damaged article times \$0.60, regardless of the actual value of the article. Option A is the basic liability level and is provided at no additional charge.
- OPTION B:

[]

initial

DECLARED VALUATION PROTECTION OF \$. Subject to Damage Claims above and Section 6 below, if an article is lost, destroyed or damaged while in Carrier’s custody, Carrier will, at its option, either i) repair the article to the extent necessary to restore it to the same condition it was tendered for delivery to Carrier, or pay you for the cost of such repair; or ii) replace the article with an article of like kind and quality, or pay you the actual cash value of such replaced item. In either case, because the Property is used and not new, the agreed replacement value for any item is based on its depreciated value and Carrier’s maximum liability shall not exceed the depreciated value or \$3.50 per pound per article lost or damaged, whichever is greater. To select this option, a stated value must be declared as the agreed value by you, on the line above, a lump sum value of your shipment that may not be less than \$3,500 or \$3.50 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 \$4.00 per \$1,000 of valuation you declare. Your valuation charge for the value you declare for this option is \$.

I understand in a situation of a complete loss of shipment, Carrier’s legal liability will be limited to no more than the declared value above and the shipment loss will be covered at the valuation I selected. Maximum amount of protection available is \$100,000 per truck load. If you need more than this, you must make arrangements with the office no later than 3 days before your move date. Special provision regarding articles of extraordinary value (value in excess of \$100 per pound per article). As further limited by Carrier’s Tariff and Section 5 below, articles such as jewelry, watches, precious stones, rare or antique artwork, collectable items or other items in excess of \$100 per pound per article will not be accepted for shipment unless this special provision is completed both by you and Carrier. If you fail to identify to Carrier in writing that this shipment contains any such articles of extraordinary value by completing in full the provision below, the shipment will be deemed released to Carrier without any such items and as such, Carrier shall assume no liability for loss or damage to those articles. Further limiting Carrier’s liability, for any articles of extraordinary value listed, the Carrier’s maximum liability for loss or damage is limited to \$5,000 for any one loss, disaster or occurrence.

Item(s) and value(s):

Shipper signature: Carrier signature:

RECEIVED, of Shipper, the household goods and effects tendered by the Shipper, or his agent ("Property"), (contents and condition of contents of packages packed by Shipper, or his agent unknown), marked, consigned, and destined as indicated below, which Carrier agrees to carry to its usual place of delivery at destination. It is mutually agreed, as to all or any of the Property over all or any portion of said route to destination, and as to each party at any time interested in all or any of the Property, that every service to be performed hereinafter shall be subject to Tariff rules and all the terms and conditions, whether printed, written, stamped or typed hereon, including the terms and conditions below, which terms and conditions are hereby agreed to between Shipper, or his agent and Carrier and their respective successors and assigns.

Additional Costs: Your signature below confirms your understanding and agreement that if payment is not made within 5 days of the date of the move, the matter will be sent to a debt collection agency. Costs charged by the debt collection agency shall be added to the charge for moving services. The cost charged by the debt collection agency shall not exceed 30% of the charge for moving services. If the cost charged by the debt collection agency and added to the charge for moving services is determined by a court to exceed that allowable by law, the cost shall be the maximum allowable by law. You acknowledge and agree that we may recover costs and reasonable attorney fees from you for any collection, litigation or appeal to enforce this agreement if we obtain judgment against you.

I have received and read the Pre-Move Confirmation Letter and Bill of Lading including the terms and conditions and limitations below. I agree to these terms, conditions and limitations and I agree to have **TWO MEN AND A TRUCK®** move me to my new location as provided herein.

IMPORTANT!! THIS IS A BINDING CONTRACT, IMPORTANT TERMS, CONDITIONS AND LIMITATIONS.
READ BEFORE SIGNING.

Customer’s Signature	Date	New Phone Number
TWO MEN AND A TRUCK® Representative Signature	Date of issue	Sale order #

CONTRACT TERMS AND CONDITIONS

This contract is subject to all the rules, regulations, rates and charges in Carrier’s currently effective applicable tariffs, and includes but is not limited to the following terms and conditions set forth below. In the event of a conflict between the terms of an estimate or order for service (if any) and this Bill of Lading, this Bill of Lading shall control. “Customer” shall include the party entering into this Bill of Lading as consignor or shipper and any party for whose account the Property is shipped. Carrier shown as transporting the Property described in this Bill of Lading shall be liable as at common law for the actual physical loss of or damage to any Property from external cause while being carried or held in-transit, except as provided herein.

Sec. 1. The performance by Carrier of any obligation shall be excused and suspended upon the occurrence of any of the following *force majeure* events: (a) acts of God; (b) hostile or warlike action, rebellion, civil commotion, riot, the public enemy or terrorism, including action in hindering, combating or defending against any such actual, impending, or expected occurrence; (c) action by government or public authority; (d) anything required to be done by quarantine regulation, disease or epidemics; or (e) strikes, lockouts, or labor disturbances.

Sec. 2. Carrier shall not be bound to deliver the Property by a particular schedule, vehicle, train or vessel, or in time for a particular market or otherwise, but will transport the shipment in the regular course of its providing transportation services. In no event shall Carrier, including its corporate affiliates, members, managers, employees, officers, directors, shareholders, agents, representatives, or contractors, be liable for any damages resulting from delay caused by: (a) *force majeure* events identified above in Section 1; (b) highway obstruction; faulty or impassable highways; (c) lack of capacity of any highway, bridge or ferry; (d) breakdown or mechanical defect of vehicles or equipment; (e) an act, omission or order of Customer; or (f) any cause other than the fault of the Carrier. Carrier shall have the right in case of physical necessity, or otherwise, to forward a shipment via another carrier.

Sec. 3. Customer shall not ship nor include in any shipment any: (a) hazardous materials, explosives or dangerous articles or goods; (b) accounts, bills, currency, deeds, evidence of debt, money, bonds, estate documents, financial records, notes, securities, letters of credit, precious metals, bullion, stock certificates, stamps, letters and credit cards, or (c) any other item prohibited by law or by this contract of carriage to be shipped or possessed. If Carrier discovers such items in shipment, it may then warehouse such articles or goods at beneficial owner’s risk and expense or destroy them without compensation to beneficial owner or Customer. Customer agrees to indemnify and hold harmless Carrier and its agents against any costs, expenses (including reasonable attorney’s fees), damages, losses, and claims caused by Customer’s breach of this agreement, including for improper inclusion in a shipment of such prohibited items.

Sec. 4. Carrier shall be liable for actual loss of or damage to any item or article of Property transported, handled or stored pursuant to this Bill of Lading except as caused by or resulting from any of the following: (a) *force majeure* events identified in Section 1 above; (b) an act, omission or order of Customer, including improper packing, bracing or preparation of the shipment by Customer; (c) risks of contraband or illegal transportation or trade; (d) defect or inherent vice of the Property such as, but not limited to, susceptibility to damage because of atmospheric conditions like temperature and humidity or changes therein; or (e) mechanical malfunction or defect of the Property such as, but not limited to, computer chip malfunction. The liability of Carrier for actual loss or damage to an article shall further be subject to the applicable State Uniform Commercial Code, any other limitation of liability contained in any written contract, claims processing rules, regulations, contract rate schedule or Tariff. Where damage can be remediated by repairs, the expense of repairs, if less than the diminished market value of the item or article, is the measure of recovery. Under no event shall Carrier, including its corporate affiliates, members, managers, employees, officers, directors, shareholders, agents, representatives, or contractors, be liable for any special, incidental, punitive, or consequential damages, including lost profits or income, regardless of whether Carrier had knowledge that such damage might be incurred. In all cases not prohibited by law, where a lower value than the actual value has been represented in writing by Customer or has been agreed upon in writing as the released or declared value of the Property as determined by the classification or currently effective contract rate schedule or applicable Tariff upon which the rate is based, such lower value less freight charges if paid shall be the maximum recoverable amount for loss or damage, whether or not such loss or damage occurs from negligence.

Sec. 5. Carrier will not carry, store or be liable in any way for loss, damage or delay of any documents, specie, or for any article of extraordinary value that are not specifically rated in the published classifications or Tariff, unless a special agreement to do so and a stipulated value of the article is endorsed on this Bill of Lading or, if not on this Bill of Lading, on Carrier’s high or extraordinary value inventory. Items falling within the category of goods in this section include jewelry, watches, precious stones, pearls, furs or garments trimmed with fur, musical instruments of rare quality or historical significance, original manuscripts, first editions or autographed copies of books, antique furniture, heirlooms, paintings, sculptures, other works of art and hobby collections and exhibits.

Sec. 6. As a condition precedent to recovery, a claim for any loss, damage or delay of any item or article of Property or overcharge, must be filed in writing with Carrier within 15 days after delivery of the Property or, in case of failure to make delivery, within 15 days of the date of the Bill of Lading, and suits shall be instituted against Carrier only within two years from the day when notice in writing is given by Carrier to the claimant that 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, Carrier will not be liable and such claims will not be paid. With respect to any legal proceedings arising out of the Bill of Lading, Customer consents to the jurisdiction and venue of any court of general jurisdiction of Middlesex County, Massachusetts and any legal proceedings arising out of the Bill of Lading shall be brought only in such courts.

Sec. 7. If the consignee refused the shipment tendered by Carrier or if Carrier is unable to deliver the shipment for any reason other than the fault of Carrier, then Carrier may cause the shipment to be stored in a warehouse or other storage facility at the cost of Customer and subject to a lien for all accrued tariff or contract rate schedule charges and other lawful charges. Storage may be, at Carrier’s option, in any location that provides reasonable protection against loss or damage. Carrier shall promptly attempt to provide notice by U.S. mail or email as provided on the face of the Bill of Lading, if so indicated, to Customer or the party designated on the Bill of Lading to receive notice, if any. If Carrier does not receive disposition instructions within 15 days from the sending of notice, or if Customer fails or refuses to pay lawfully applicable charges, then Carrier, at its sole option, may offer the shipment for public sale in any manner authorized by law. Sale proceeds will be applied first toward satisfaction of lawful charges applicable to the shipment, and other expenses incurred in the public sale. The beneficial owner will be responsible for the balance of the charges not covered by sale of the Property. If there is a balance remaining after all charges and expenses are paid, such balance will be paid to the beneficial owner of the property sold hereunder upon claim and proof of ownership. When perishable articles are contained in the shipment and disposition instructions are not given in a reasonable time, Carrier may dispose of the

Property at public or private sale without notice in any manner authorized by law, if, in opinion of Carrier, such sale is necessary to prevent or limit further deterioration. Nothing herein shall limit the right of Carrier to require, at a time of or before the shipment, the prepayment in part or in full to guarantee the payment of charges.

Sec. 8. Where Carrier is directed to load Property from (or render any services) at the place or places at which the consignor or its agent is not present, the loading or handling by Carrier shall be at the risk of the beneficial owner. Where Carrier is directed to unload or deliver property (or render any service) at place or places at which the consignee or its agent is not present, the Property shall be at the risk of the beneficial owner after unloading or delivery.

Sec. 9(a). The Customer and/or consignor, upon tender of the shipment to Carrier, and the consignee, upon acceptance of delivery of shipment of Carrier, shall be liable, jointly and severally, for all unpaid charges payable on account of a shipment in accordance with Carrier's currently effective contract rate schedule or Tariff including, but not limited to, sums advanced or disbursed by Carrier on account of such shipment. The extension of such credit to either Customer 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 for any reason. (b) 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 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 Carrier to require, at the time of shipment, the prepayment of charges. If upon inspection it is ascertained that the articles shipped are not those described therein, the advances or tariff charges must be paid upon the articles actually shipped.

Sec. 10. If this Bill of Lading is issued on the order of Customer, or its 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 prior bill of lading covering same Property), Customer'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 this Bill of Lading as fully as if the same were written or made in or in connection with this Bill of Lading.

Sec. 11. Any alteration, addition, or erasure in this Bill of Lading which shall be made without the special notation hereon of the agent of Carrier issuing this Bill of Lading, shall be without effect, and this Bill of Lading shall be enforceable according to its original tenor.

Sec. 12. In the event any term or condition contained in this Bill of Lading 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 Bill of Lading, but this Bill of Lading shall be construed as if not containing the particular term or condition held to be invalid, and the rights and obligations of Customer (also referred to as consignor), the consignee or Carrier shall be construed and enforced accordingly.


www.twomenandatruck.com

260 Fordham Rd Suite 600 | Wilmington, MA 01887

339.227.6773 | info0582@twomen.com

U.S. DOT No. 3367542 | 1079286

Each franchise independently owned and operated

LastName, FirstName

555.555.5555 (H)

sample@sample.com

Move From

123 Address

City, MA 01234

Move To

7894 Address

City, MA 6789

Service Date:

Sales Order #: 0582-0000000

Estimated Weight: .

Estimated No. of Items:

Estimate						
Service	Description			Hours	Quantity	Rate
Move						
Actual						
Service	Description			Hours	Quantity	Rate
Move						
Service/Item	Estimate			Actual		
	Quantity / Type	Rate	Subtotal	Quantity/Type	Rate	Subtotal

Services

Service Discount

Boxes & Supplies

*Mattress Box - Full

Valuation

Subtotal

Deposit

*Sales Tax

Sales Tax MA

Sales Tax MA

Total

Customer Initials

JC

I have received, read and agree to the Pre-Move Confirmation Letter.

JC

Home/Business Walk-Through: I have inspected the location(s) my items were loaded from and verify all requested items (boxes, furniture, etc.) have been placed on the truck and/or Internal Moving was completed as requested.

JC

Pack: I am satisfied all my belongings have been packed according to my specifications and I am taking responsibility for anything that has not been packed.

TWO MEN AND A TRUCK

M.D.P.U. NO. 1

JC

Truck Release/Truck(s) . I have inspected the truck in which my items were transported. I verify all items have been removed from the truck. TWO MEN AND A TRUCK® is not responsible for missing items should you elect not to inspect the truck.

I confirm all service has been completed.



Customer Signature: _____ Date: _____

PAYMENT INFORMATION:

Customer Representative

Initials

Signature

JC



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 goods 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, item, rate, charge, practice or provision of a rule, item, rate, charge or practice in this tariff is determined invalid by a court or administrative agency order or ruling, or by legislative enactment of 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, item, rate, charge, 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 herein to rules, items, schedules, attachments, supplements or pages shall be deemed to mean when applicable, every reissue or amendment of such rules, items, schedules, attachments, supplements or pages.

RULE 2**PROPERTY SUBJECT TO BILL OF LADING**

- (A) Unless otherwise provided, for property classified under Rule 1(A)(i) (household goods) transported subject to the provisions of this tariff, or as amended, the acceptance and the use of Carrier's Household Goods Bill of Lading And Freight Bill (hereinafter "Bill of Lading") is required. A true copy of the Bill of Lading appears in Section 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 applicable hourly or weight basis 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.
- (C) 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 prior to tender of the property to Carrier for transport. 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.

RULE 3**DECLARATION OF VALUE
LIABILITY LIMITATION**

- (A) Carrier's rates and charges are dependent upon value of the property as declared or released by the Shipper.
- (B) Shipper is 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 or service, including packing.
- (C) When a shipment moves under hourly 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) 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.
- (E) Valuations shall be declared in dollars and cents per pound or a lump sum value and stated in writing on the Bill of Lading. Carrier will apply depreciation in settlement of any loss or damage claim where the declared value exceeds \$0.60 per pound per article.
- (F) 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 and to do so, must enter that value on the Bill of Lading. An additional valuation charge applies to declared value options with valuation charges listed 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.
- (G) 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 \$0.60 for each pound of weight of the shipment as found on the protection plan of the Bill of Lading prescribed in this tariff. 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.
- (H) The declared or agreed value shall be deemed to relate to all transportation or 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.
- (I) Carrier's maximum liability to Shipper is limited to \$100,000 per truck load. For additional coverage per truck load, Shipper must make arrangements in writing with Carrier for higher limits no later than three (3) days before Shipper's move date.

- (J) The person or entity who tenders the shipment to Carrier represents and warrants it has the authority to bind itself, and any other person and/or entity with an interest in the property transported, to the limitation of liability and other terms set forth in this tariff.**
- (K) In no event shall Carrier be liable to any party to the extent damages represent loss of profit, income, interest, attorneys fees or are incidental, consequential, special, punitive or exemplary, whether or not Carrier knew or should have known that such damages might be incurred by the customer, shipper, consignee or a third party. This liability limitation extends to the delay, misdelivery or nondelivery.**

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RULE 4**ARTICLES OF EXTRAORDINARY VALUE**

- (A)** Articles of peculiarly inherent or extraordinary value will not be accepted for shipment, except as provided by this Rule. Should such articles come into the possession of the Carrier without its knowledge, responsibility for safe delivery will not be assumed.
- (B)** Carrier will not assume any liability whatsoever for: musical instruments of rare quality or historical significance, original manuscripts, first editions or autographed copies of books, electronic data, documents, jewelry, watches, precious metals, precious or semiprecious stones or gems, gold, silver or platinum, silverware and service sets, china sets, crystal or figurines, fur or garments, antiques, heirlooms, oriental rugs, tapestries, rare collectable items or objects of art, paintings, sculptures, or articles of intrinsic value including deeds, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, travel documents, or personal forms of identification, hobby collections and exhibits if not specifically endorsed on the Bill of Lading or, if not on the Bill of Lading, on Carrier's high or extraordinary value inventory form pursuant to the requirements of this Rule. Other items may also fall into this category and must be identified as well.
- (C)** All items included in the shipment that are considered to be of inherent or extraordinary (unusual) value as defined in this Rule, must be specifically identified and Carrier must be advised that they are included in the shipment. Items of inherent or extraordinary value, as used in this Rule, include those articles tendered to Carrier for transportation which because of uniqueness or rarity have a value substantially in excess of the cost of newly manufactured items of substantially the same type and quality apart from such uniqueness or rarity and are defined as those having a value of greater than \$100 per pound. Any item exceeding \$100 per pound per article will be considered an item of extraordinary value and must be specifically declared by Shipper.
- (D)** The purpose of identifying articles of inherent or extraordinary value as provided in this Rule is so that Carrier will be aware of those items that require special handling and protection. The notification by endorsing the items on the Bill of Lading or, if not on the Bill of Lading, on Carrier's high or extraordinary value inventory 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.

- (E) 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, Carrier's high or extraordinary value inventory (if used) and all pertinent information available to Carrier. If articles having a value in excess of \$100 per pound per article are not endorsed on the Bill of Lading or, if not on the Bill of Lading, on Carrier's high or extraordinary value inventory form, Shipper's signature on the Bill of Lading attests to the fact that such articles are not included in the shipment.**
- (F) 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 \$0.60 per pound per article.**

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RULE 5**CLAIMS****(A) Claims Filing Required:**

A claim for loss, damage, or delay of property or overcharge shall not be voluntarily paid by Carrier unless filed 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 of the date of the Bill of Lading; and shall be accompanied by original paid freight bill for transportation, 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 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 written claim, 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 or reporting methods not constituting proper claims under this Rule:

Email, text, SMS, social media postings or similar messages from or posted by customer to Carrier, 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. Upon discovery of concealed damage or shortage, the shipper must refrain from moving and attempting to repair, or disposing of an allegedly damaged item, or its packing, if any. Moving or disposal of an allegedly damaged item by shipper prior to Carrier's inspection will be construed as a denial of Carrier's reasonable opportunity to inspect the allegedly damaged item and its packing. Carrier will promptly and thoroughly investigate the claim after receipt of claim meeting the requirements described in subparagraph (B), above

(F) Supporting documents:

For each article, the nature and extent of such damage, the basis for the amount claimed, i.e., date article purchased, original cost, amount of depreciation, actual cash value at time of loss or damage and, in the case of damage, a repair estimate.

(G) Verification of loss:

When an asserted claim for loss of an entire package or an entire shipment cannot be otherwise authenticated upon investigation, the Carrier will obtain from the consignee of the shipment involved a certified statement in writing that the property for which the claim is filed has not been received from any other source.

(H) Satisfaction of claims:

1) Shipper's obligation to pay all applicable tariff charges shall be a condition precedent to Carrier's obligation to satisfy a claim for loss or damage.

2) At Carrier's option, Carrier's liability shall not exceed the cost of repairing or replacing the property lost or damaged with materials of like kind or making a cash settlement 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 on the entire shipment. Where no value is declared, the deemed released value of \$0.60 per pound times the actual or constructive weight of the article(s), with due allowance for depreciation or deterioration howsoever caused shall be Carrier's maximum liability. Where basic value protection of \$0.60 per pound option is selected, a claim for any article that may be lost, destroyed or damaged while in Carrier's custody will be settled on the weight of the individual article multiplied by 60 cents. All damaged article(s) that is/are replaced becomes the property of Carrier.

(I) 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, 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.

(J) 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.

(K) 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 \$3.50 per pound per article.

(L) 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.

(M) Constructive weight of packed interior shipping containers:

When the liability of the Carrier is to be measured by the weight of the article lost or damaged and such article is packed in an interior-shipping container, in the absence of specific evidence to the contrary, such interior-shipping container will be deemed to have the following weight:

CONTAINER	WEIGHT PER CONTAINER (In pounds)
DRUM, DISH-PACK	60
CARTONS: Less than 3 CFT	25
3 Less than 4-1/2 CFT	30
4-1/2 Less than 6 CFT	35
6 Less than 6-1/2 CFT	45
6-1/2 CFT and over	50
Wardrobe Carton	50

TWO MEN AND A TRUCK

M.D.P.U. NO. 1

Mattress or Box Spring Carton (Not exceeding 39" X 80")	55
Mattress or Box Spring Carton (Not exceeding 54" X 75")	60
Mattress or Box Spring Carton (Exceeding 54" X 75")	80
Crib Mattress Carton	22

Note 1: Cartons containing books or phonograph records will be deemed to weigh 50 pounds.

Note 2: Cartons containing lampshades will be deemed to weigh 10 pounds.

Note 3: Items not identified on the inventory as to contents will be settled for the heaviest weight on the schedule for the container.

(N) **Salvage:**

Whenever property transported by a Carrier is damaged or alleged to be damaged and is, as a consequence thereof, not delivered or is rejected or refused upon tender thereof to the owner, consignee, or person entitled to receive such property, Carrier, after giving due notice, whenever practicable to do so, to the owner and other parties that may have an interest therein, and unless advised to the contrary after giving such notice, will undertake to sell or dispose of such property directly or by the employment of a competent salvage agent. Carrier will only dispose of the property in a manner that will fairly and equally protect the best interests of all persons having an interest therein. Carrier will make an itemized record sufficient to identify the property involved so as to be able to correlate it to the shipment or transportation involved, and claim, if any filed thereon. Carrier also will assign to each lot of such property a successive lot number and note that lot number on its record of shipment and claim, if any claim is filed thereon.

Upon receipt of a claim on a shipment on which salvage has been processed in the manner herein before described, Carrier will record in its claim file thereon the lot number assigned, the amount of money recovered, if any, from the disposition of such property, and the date of transmittal of such money to the person or persons lawfully entitled to receive the same.

Whenever disposition of salvage material or goods shall be made directly to an agent or employee of a Carrier or through a salvage agent or company in which the Carrier or one or more of its directors, officers, or managers has any interest, financial or otherwise, that Carrier's salvage records shall fully reflect the particulars of each such transaction or relationship, or both as the case may be.

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RULE 6**INSURANCE**

Shippers desiring cargo insurance, all risk insurance, or another form of insurance should purchase such insurance from a third party. 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 7**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 events: (a) acts of God; (b) hostile or warlike action, rebellion, civil commotion, riot, the public enemy or terrorism, including action in hindering combating or defending against any such actual, impending or expected occurrence; (c) action by government or public authority; (d) anything required to be done by quarantine regulation, disease or epidemic; or (f) 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 8**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 articles tendered to Carrier for transport.

RULE 9

EXCEPTION ARTICLES

Carrier will not accept for shipment, and will not assume any liability whatsoever for:

- (A) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, letters of credit, bullion, stock certificates, and credit cards.
- (B) Articles 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 prior to delivery to Carrier.
- (C) Articles which cannot be taken or placed into the premises without damage to the article or the premises, except after notice to Shipper or consignee, and such articles be removed or delivered, as the case may be, at owner's risk and damage, if any, to the premises shall also be at owner's risk.
- (D) Articles such as frozen foods, articles requiring refrigeration, plants, birds, fish or other animals; and Carrier will not assume liability or responsibility for any damages to its lading caused by such prohibited articles.
- (E) Articles such as 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.
- (F) Articles such as explosives, hazardous or dangerous (such as articles described in subsection 9(E) in this Rule). Any person or persons, whether as principal or agent, shipping such articles shall be liable for, and indemnify Carrier against all loss or damage caused by such goods and Carrier shall be released from any duties imposed by law or otherwise and shall not be liable for safe delivery of the shipment. Articles subject to this Rule may be warehoused at owner's risk and expense or destroyed without compensation.

RULE 10

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 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, 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.

RULE 11**CLASSIFICATION OF PARTS OR PIECES
OF A COMPLETE ARTICLE**

Each shipping piece or package and contents thereof shall constitute one article except for the total component parts of any article taken apart or knocked down for handling or loading in vehicle, shall constitute one article for the purpose of determining the Carrier's liability as provided in Rule 3.

Note: When an entire shipment is transported in containers, lift vans or shipping boxes, each shipping box, package, piece or loose item not enclosed within a package in such containers, lift vans, or shipping boxes will constitute the article.

RULE 12**SHIPMENTS ACCEPTED**

Shipper is advised 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 said 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 without liability. 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 without liability subject to Carrier's minimum charge provided herein for use of Carrier's equipment and personnel which were furnished but not used.

RULE 13**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, trampolines, or other outdoor articles of similar nature, nor assemble or disassemble unusual articles found inside a building such as steel shelving, total gym systems, peloton bikes, treadmills, pool tables, elongated work tables, counters, etc. Carrier will NOT reassemble cribs or bunk beds. Carrier will NOT remove items from or put items on any walls (i.e., mounts, art, pictures, etc.)

Carrier will NOT arrange for such services to be performed by third parties.

RULE 14**ADVANCED CHARGES**

Charges advanced by Carrier for truck rental fees necessitated by application of Rule ____ (Impractical Pick-Up or Delivery) and 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 15**USE OF VEHICLE AND DRIVER**

Carrier will not supply vehicle without driver.

RULE 16**WAITING OR DELAY**

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 17**SERVICING SPECIAL ARTICLES**

- (A) Upon request of Shipper, owner or consignee of the article, Carrier may, subject to sub-paragraph (B) below, service Special Articles at origin and destination at the transportation rates provided in Schedule A, as amended. Such service 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 Special Articles, Carrier may upon request of Shipper, owner or consignee and as agent for them, engage third parties to perform the servicing. 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.

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RULE 18**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 Visa, Mastercard or Discovery credit cards, 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 to guarantee the payment of charges.
- (C) 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 lawful 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. Shipper's recourse against Carrier for claims of loss or damage to property is limited to following the rule in this tariff governing the time and manner for presenting written claims for loss or damage and commencing suits thereon – by application of the claims processing procedures of Rule 5 (Claims).
- (D) 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 public warehouse or other storage facility such as a self-storage facility 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 or other storage facility in which such property has been placed, subject to the provisions of this sub-paragraph.
- (E) 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 rates and 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 rates and 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.

- (F) Carrier may elect to accept all major credit cards in subsection (A) above 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), and (2) application of this Rule is subject to authorization from the credit card issuer/service on each individual shipment prior to acceptance by Carrier.
- (G) If payment is not made within 5 days of the date of the move, the matter will be sent to a debt collection agency. Costs charged by the debt collection agency shall be added to the charge for transportation and services. The cost charged by the debt collection agency shall not exceed 30 % of the charge for transportation and services. If the cost charged by the debt collection agency and added to the charge for moving services is determined by a court to exceed that allowable by law, the cost shall be the maximum allowable by law. Shipper acknowledges and agrees that Carrier may recover costs and reasonable attorney fees from you for any collection, litigation or appeal to enforce this agreement if we obtain judgment against Shipper.

RULE 19

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 expressed as an Advance Charge), 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 at transportation rates provided in Schedule A and set forth on the Bill of Lading and shall be in addition to all other transportation rate, charge or additional services.

- (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, including a reasonable charge for storage. 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 article to make said article available to Carrier where its location 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 article(s) is/are deemed unsafe by Carrier to conduct loading or unloading Carrier may terminate the job without liability, or items delivered to nearest area that can be safely accessed in the Carrier's sole judgment.
- (F) If, in Carrier's reasonable judgment, transportation services at pick-up or delivery may involve damage to real property due to conditions at origin or destination, after notice to Shipper, consignee or owner, such party may order Carrier to proceed with transportation services at the risk and liability of Shipper, consignee or owner. Said order shall be in writing, signed by the person with proper authority to do so, and shall release Carrier from any and all loss or damage to real property.

RULE 20

WARHOUSE PICK-UP OR DELIVERY

- (A) Except as otherwise provided herein, if shipment is delivered to or picked up at a warehouse or storage facility, 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, unwrap, or remove blanket(s) on all item(s) where content/condition otherwise concealed and prepare an inventory of their contents (all at an added charge), 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 forecloses Carrier’s liability for so-called “concealed” loss or damage claim and therefore is not recommended.

RULE 21

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 22

ESTIMATES

Carrier cannot quote a firm price on a move from a residence or an establishment to another point if a public way is to be used.

All written or electronic estimates or quotations are not guarantees. Any written or electronic estimate or quotation is subject to Carrier’s lawful rates and charges.

RULE 23

TIME BASIS RATES - COMPUTATION

- (A) 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.

- (B) 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.
- (C) 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:
- (D) 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, charge one quarter hour;
 - b. When in excess of 5 minutes into the next quarter hour, Carrier rounds up to the next quarter hour.
- (E) 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.

RULE 24**HOURLY MINIMUM**

The hourly rate will be subject to a one (1) hour minimum for transportation and packing services.

RULE 25**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 26**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.

RULE 27

PORTAL TO PORTAL

In lieu of travel time, the Carrier will charge its hourly rate portal to portal: that being the actual number of hours beginning and ending at the Carrier's office, less time spent for meals, vehicle breakdown or repair, for each day for one Shipper.

RULE 28

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.
- (E) Whenever mileage is in dispute, the Milo Mileage Guide shall be used to determine mileage.

RULE 29

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.

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RULE 30**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, recooling, 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.

- (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 is advised Carrier's rates are dependent upon value and is advised of the opportunity to declare a higher value in the bill of lading. Carrier's liability for loss or damage to goods is limited and as such, shall not exceed a value stated in the bill of lading, whether such value is declared by the merchant or is otherwise the agreed value. 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 or stated as a lump sum per shipment. 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.

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SECTION III

RATES AND CHARGES

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

TWO MEN AND A TRUCK

M.D.P.U. NO. 1

SCHEDULE A

TRANSPORTATION AND PACKING RATES

This schedule shall be used to determine Carrier's transportation and packing rates as explained in Section I - Explanation of Terms, and Rule 23, herein.

For transportation services other than packing:

HOURLY RATE							2 MOVERS + 1 TRUCK							3 MOVERS + 1 TRUCK							4 MOVERS + 1 TRUCK						
OFF PEAK DISCOUNT							\$139 / HOUR							\$189 / HOUR							\$239 / HOUR						
OFF PEAK STANDARD							\$149 / HOUR							\$199 / HOUR							\$249 / HOUR						
PEAK DISCOUNT							\$159 / HOUR							\$209 / HOUR							\$259 / HOUR						
PEAK STANDARD							\$169 / HOUR							\$219 / HOUR							\$269 / HOUR						
PREMIUM							\$189 / HOUR							\$239 / HOUR							\$289 / HOUR						
Peak Premium							\$209 / HOUR							\$259 / HOUR							\$309 / HOUR						

January							February						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4							1
5	6	7	8	9	10	11	2	3	4	5	6	7	8
12	13	14	15	16	17	18	9	10	11	12	13	14	15
19	20	21	22	23	24	25	16	17	18	19	20	21	22
26	27	28	29	30	31		23	24	25	26	27	28	29

March							April						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7				1	2	3	4
8	9	10	11	12	13	14	5	6	7	8	9	10	11
15	16	17	18	19	20	21	12	13	14	15	16	17	18
22	23	24	25	26	27	28	19	20	21	22	23	24	25
29	30	31					26	27	28	29	30		

May							June						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2		1	2	3	4	5	6
3	4	5	6	7	8	9	7	8	9	10	11	12	13
10	11	12	13	14	15	16	14	15	16	17	18	19	20
17	18	19	20	21	22	23	21	22	23	24	25	26	27
24	25	26	27	28	29	30	28	29	30				
31													

July							August						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4							1
5	6	7	8	9	10	11	2	3	4	5	6	7	8
12	13	14	15	16	17	18	9	10	11	12	13	14	15
19	20	21	22	23	24	25	16	17	18	19	20	21	22
26	27	28	29	30	31		23	24	25	26	27	28	29
							30	31					

September							October						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5					1	2	3
6	7	8	9	10	11	12	4	5	6	7	8	9	10
13	14	15	16	17	18	19	11	12	13	14	15	16	17
20	21	22	23	24	25	26	18	19	20	21	22	23	24
27	28	29	30				25	26	27	28	29	30	31

November							December						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7			1	2	3	4	5
8	9	10	11	12	13	14	6	7	8	9	10	11	12
15	16	17	18	19	20	21	13	14	15	16	17	18	19
22	23	24	25	26	27	28	20	21	22	23	24	25	26
29	30						27	28	29	30	31		

EFFECTIVE DATE: May 1, 2020

For packing:

- a. \$179/hour for 2 workers and 1 truck. This is an all-inclusive charge meaning all the boxes and packing supplies are included when the packers are hired for the packing service.
- b. \$60/hour more per worker if additional packers are needed.

Note: Carrier is closed for business on Sunday and following Federal and State holidays: New Years' Day, Memorial Day, July 4th, Thanksgiving Day, Christmas Eve and Christmas Day.

SCHEDULE B**PIANO HANDLING AND OTHER CHARGES
(ACCESSORIAL CHARGES)**

This schedule shall be used to determine Carrier's piano handling and other charges.

Note: all charges stated are in addition to other rates/charges including Carrier's hourly rates and travel time.

Piano Handling Charge:

Baby Grand Piano: First floor to first floor: \$150.00; each additional flight: \$15.

Spinet Piano: First floor to first floor: \$100.00; each additional flight: \$15.

Hoisting Service Charge:

A. Crane: \$225 for first piece; \$75 for each additional piece.

B. Hand hoist: \$45 for first piece; \$15 for each additional piece.

Safes over 250 pounds in weight: \$100 per safe.

Permit Service Charge: \$200 per truck.

Police Detail (per officer): \$175 for the first 4 hours; \$150 for the second 4 hours

Overnight Hold Charge: \$250.00/night per truck (required for any job under 8 hours).

ISLAND TRANSPORTATION

Additional Service charges to the islands of Martha's Vineyard, MA and Nantucket, MA are subject to the following charges:

Martha's Vineyard: \$ 400 per truck

Nantucket: \$ 800 per truck

SCHEDULE C**MATERIAL CHARGES**

This schedule shall be used to determine Carrier's charges for materials.

Small box (1.5 cu.ft.) | 18" x 12" x 12" - \$1.50 Perfect to use for heavy items such as books, records, tools and files.

Medium box (3.0 cu.ft.) | 18" x 18" x 16" - \$2.50 Ideal for shoes, purses, pots, pans, food and toys.

Large box (4.5 cu.ft.) | 18" x 18" x 24" - \$3.00 Lamp shades, bulky blankets and towels work well in this size.

Extra large box | 23" x 23" x 20" - \$3.50 Good for drapes, bedspreads and other awkward items.

Dish box | 18" x 18" x 28" - \$7.00
Your glassware and china are perfect for this heavy-duty box.

Dish cell - \$16.00
This fits inside the dish barrel for extra cushioning.

Wardrobe box/bar | 24" x 21" x 46" - \$14.00 **Wardrobe box rental |** - \$5.00 Hang clothes, swag lamps and more from this convenient bar.

Small mirror/picture box | 30" x 40" - \$3.50 Small flat items work great in this four-piece adjustable box.

Large mirror/picture box | 40" x 60" - \$4.00 Large flat items work great in this four-piece adjustable box.

Bubble wrap - \$0.20 per foot
Your fragile items love being wrapped in this protectant.

Carpet runner | 2' x 50' - \$15.00
This disposable self-adhesive plastic runner protects your carpets.

Mattress bags | Twin \$5.00, Full \$6.00, Queen \$7.00, King \$9.00.
Perfect for protecting our mattresses and Box springs.

Packing paper | 5# \$5.00, 10# \$10.00 & 25# \$25
To keep your everyday items from getting scratched, wrap them in this paper. You can also crinkle it and use it as cushion in boxes.

Stretch wrap | 18" x 1500' - \$12.00 There's no better protective plastic wrap.

Single Tape - \$1.25

Tape Gun - \$10.00
Tape up your boxes for added strength.

Furniture pads | \$14.00
Protect your furniture in your moving truck or Storage unit.

Black Marker | \$2.00

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, worth \$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.

Excess Declared Value

You may increase Carrier's liability if any article is lost, destroyed or damaged while in Carrier's possession to a level whereby Carrier shall, at Carrier's option, either i) 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 ii) replace the article with an article of like kind and quality, or pay you the actual cash value for such replaced item; but in no event to exceed the value declared on a depreciated basis (Option B). 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 \$3,500, or \$3.50 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 valuation charge below shall be used and added to 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.

Valuation Charge:

\$4.00 per \$1,000.00 of valuation declared by Shipper which declared value is stated on the Bill of Lading, Option B.

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

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 or declared 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.

You are responsible for placing a value on the shipment of goods tendered to Carrier under Option B. By undervaluing the declared value, 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 you select Option B 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 when tendered to Carrier) is lost or 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 tendering your goods to Carrier, your 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 zero value; contrary to the declaration of value on your shipment when you tendered your goods to Carrier and on which the valuation charge was based.

In this example, Carrier's liability would be limited to ten (10) percent of the value you declared on the shipment under Option B; 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 B and may at settlement, be subject to a co-indemnitor penalty.

SCHEDULE E**FUEL SURCHARGE**

This schedule shall be used to determine Carrier's fuel surcharge.

(Applying between and among all points in the Commonwealth of Massachusetts*)

* May be filed by household goods and hazardous waste carriers.

On the first Monday of each calendar month, the "New England Average" price of diesel fuel will be based on the price stated by the US Department of Energy (DOE), Energy Information Administration's (EIA) survey of "Retail On-Highway Diesel prices". This price will be obtained by calling the DOE fuel hotline at 202-586-6966 or via the DOE Internet web site at www.eia.doe.gov.

Note 1: Subject to a minimum Fuel Cost Adjustment charge of \$30.00 per Truck/per day when the DOE Diesel Fuel Price Index is at least \$2.50 per gallon.

Note 2: Notwithstanding any other provisions of the tariff, the Fuel Cost Adjustment Factor WILL APPLY to any charges/trips applicable during the period that the Fuel Cost Adjustment Factor is in effect. It is at the discretion of the Carrier to maintain a surcharge lower than the outlined calculation.

Note 3: the Fuel Cost Adjustment Factor WILL BE SHOWN SEPARATELY from the transportation/moving charges on documents for the purpose of identifying the amount as special fuel related revenue.

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 -- \$4.00	\$30/Per Truck/Per Day
\$4.01 -- \$4.25	\$40/Per Truck/Per Day
\$4.26 -- \$4.50	\$45/Per Truck/Per Day
\$4.51 -- \$4.75	\$50/Per Truck/Per Day
\$4.76 -- \$5.00	\$55/Per Truck/Per Day