

# Household Goods Carrier Tariff VIP Movers Boston LLC

Tariff#1

Effective date: 03/22/21

This tariff contains the description, regulations, and rates applicable to the furnishing of services and facilities for household goods services provided by VIP Movers Boston LLC with a principal office at 31 Pearson Rd, Somerville MA 02144. This tariff is on file with the Commonwealth of Massachusetts Department of Public Utilities, and copies may be inspected during normal business hours at the VIP Movers Boston LLC principal place of business.

Contact information: Mykyta Petrov

Phone: (617) 764 6461

Email: [vipmoversboston@gmail.com](mailto:vipmoversboston@gmail.com)

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Applicability of the Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moves by VIP Movers Boston LLC. These services are furnished between points and places within the Commonwealth of Massachusetts.

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**Carrier:** Is referenced herein as to the moving company VIP Movers Boston LLC.

**Shipper:** Is referenced herein as to the client or customer of VIP Movers Boston LLC.

**Third party:** Is referenced herein as to a sub-contracted person, company or equipment that is not employed directly or owned by VIP Movers Boston LLC.

**Tariff:** This document, approved by the Massachusetts Department of Public Utilities. This document is also on file with the Massachusetts Department of Public Utilities. The Tariff is a list of rates for each service provided by VIP Movers Boston LLC for the Shipper. VIP Movers Boston LLC is obligated to collect any/all charges in association with the tariff. The Shipper has the right to request this document for inspection.

**Quote sheet:** This document is also known as a "pre-move inspection form". This sheet generally

summarizes Shipper contact information, origin address and destination address of shipment. This document is not a contract. It might contain a pre-move inventory conducted by one of VIP Movers Boston LLC employees. This document contains the guaranteed rates of service in accordance with the rates found in the Tariff. This document should also contain expected load up and offload dates for the shipment as well as a summary of expected "normal operating" charges.

**Bill of Lading:** Also known as the "Transportation Bill". This document must be signed by the Shipper prior to commencement of a shipment and binds the Shipper to the Tariff. This document should also contain the guaranteed rates for general services provided by the Carrier. Please note that the Shipper is responsible for written rates in full. The tariff charges are to be calculated prior to the unloading of any inventory and if necessary a revised "Bill of lading" will have to be generated by a "team leader"/"foreman" in charge of the moving operation and signed by the Shipper prior to the release of goods.

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#### General Rules and Regulations:

Governs all sections of this Tariff unless otherwise provided within individual sections. Except as otherwise provided herein, the rates named in this Tariff include one pick-up and loading at point of origin and one delivery and unloading at point of destination.

#### RULE 1. IMPRACTICABLE OPERATIONS:

The Carrier shall not be obligated to perform pick-up or delivery or render any services at a place or places where it is impracticable to operate vehicles because of:

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

#### RULE 2. INSPECTIONS OF ARTICLES:

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

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

1. It is the responsibility of the Shipper to make shipment accessible to Carrier or accept delivery from Carrier at a point at which the road haul vehicle may be operated safely.
2. When it is physically impossible for Carrier to perform pick-up of shipment at origin address or to complete delivery of shipment at destination address with normally assigned road haul equipment,

due to the structure of the buildings, its inaccessibility by highway, inadequate or unsafe public or private road, overhead obstruction, narrow gates, sharp turns, trees, shrubbery, the deterioration of road- way due to rain, flood, snow, or nature of an article or articles included in the shipment, the Carrier shall hold itself available at point of pick-up or tender delivery at destination at the nearest point of approach to the desired location where the road haul equipment can be made safely accessible.

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

4. If the Shipper does not accept the shipment at the nearest point of safe approach by Carrier's road haul equipment to the destination address, the Carrier may place the shipment, or any part thereof not reasonably possible for delivery, in storage at the nearest available warehouse of the Carrier, or at the option of the Carrier, in a public warehouse, subject to a lien for all lawful charges. Transportation charges to apply for such service shall be the applicable Tariff rate. The liability on the part of the Carrier will ease when the shipment is unloaded into the warehouse and the shipment shall be considered as having been delivered.

RULE 4. ARTICLES LIABLE TO CAUSE DAMAGE:

Carrier will not accept for shipment property liable to impregnate, infest or otherwise damage equipment or other property. Carrier will not accept for shipment articles, which cannot be taken from the premises without damage to the article or the premises, except, after due notice to the Shipper, such articles will be taken at the owner's risk.

RULE 5. PERISHABLE ARTICLES:

Carrier will not accept for shipment frozen foods, plants, or other articles requiring special handling or refrigeration except as provided in this rule. 1.Frozen Food:

- a) The food is contained in a freezer, which at time of loading is operating at normal deep freeze temperature.
- b) The shipment is to be transported not more than 140 miles and/or delivery accomplished twenty-four hours from time of loading.
- c) No storage of shipment is required.
- d) No preliminary or reroute servicing by use of dry ice, electricity, or other preservative methods is required of the Carrier.

2.Plants:

Carrier will not be liable for damages to plants caused by atmospheric conditions or environmental distress.

When such articles are included in the shipment with or without knowledge of the Carrier, Carrier will not assume responsibility for condition or flavor.

#### **RULE 6. ARTICLES OF EXTRAORDINARY VALUE:**

The Carrier will not assume any liability whatsoever for: documents, currency, money, jewelry, watches, precious stones, or articles of extraordinary value including accounts, bills, deed, evidence of debt, securities, credit cards, notes, postage stamps, stamp collections, revenue stamps, letters or packets of letters, articles of peculiarly inherent value, precious metals or articles manufactured there from which are not specifically listed on the Bill of Lading.

#### **RULE 7. DANGEROUS ARTICLES NOT ACCEPTED:**

Explosives, hazardous, or dangerous goods will not be accepted for shipment. Any person or persons whether principles or agent, shipping such goods shall be liable for and indemnify the Carrier against all loss or damage caused by such goods and Carrier shall not be liable for safe delivery of shipment.

#### **RULE 8. CONSOLIDATED SHIPMENTS:**

1. Property of two or more families or establishments will not be accepted as a single shipment. Property of each family or establishment must be handled as a separate shipment on a separate bill of lading.
2. The name of only one Shipper shall appear on one bill of lading, but the bill of lading may also specify the name of a party to notify of the arrival of the shipment at destination.

#### **RULE 9. COMPLETE ARTICLE:**

Each shipping piece or package and contents thereof shall constitute one article. The total component parts of any article taken apart, or knocked down for handling or loading in vehicle, shall constitute one article.

#### **RULE 10. CLAIMS:**

1. Any claim for loss, damage, or overcharge shall be made in writing within 15

days of the time of delivery, or the time in which delivery should have been made, and shall be accompanied by original paid bill for transportation and original Bill of Lading, if not previously

surrendered to Carrier. Carrier may require certified or sworn statement of claim.

2. Carrier shall be immediately notified of all claims for concealed damage and shall be given reasonable opportunity to inspect alleged concealed damage in original package.

3. The Carrier's liability shall not exceed the cost of repairing or replacing the property lost or damaged with materials of like kind and quality not exceeding the actual cash value of the property at time and place of loss, with due allowance for depreciation or deterioration howsoever caused, but in no event to exceed the released value declared by the Shipper.

4. The Carrier's liability for goods shall cease when the property has been delivered to and receipted for by the owner, or by the consignee or Shipper or the authorized agent of either, except as to damage noted at time of delivery. When the Carrier is directed to unload or deliver property (or render any service) at a place or places at which the consignee or its agent is not present, the property shall be at the risk of the owner after unloading or delivery.

5. Where the Carrier is directed to load property from (or render any services at) a place or places at which the consignor or its agent is not present, the property shall be at the risk of the owner before loading.

6. The Carrier's liability with regard to sets or matched pieces shall be limited to repair or replacement of the lost or damaged piece or pieces only and shall not extend to repair, replacement or recovering of the entire set, but in no event to exceed the released value declared by the Shipper.

#### **RULE 11. MARKING AND PACKING:**

1. Articles of fragile or breakable nature must be properly packed.

2. Packages containing fragile articles or articles consisting wholly or in part of glass, when packed by the Shipper or his agent, must be marked by plain and distinct letter that designating the fragile character of contents.

3. When articles of furniture, consisting wholly or in part of glass are covered or wrapped by the Shipper or his agent; such articles shall be wrapped in a manner to clearly expose glass surfaces or glass portions and transported at owners risk.

4. Where articles are improperly packed, crated, or boxed and by reason

thereof the contents are more susceptible to damage, Carrier may arrange to have such articles properly packed at charges as shown in this Tariff.

#### **RULE 12. HOISTING OR LOWERING:**

Hoisting or lowering service will be performed only at points where Carrier possesses necessary equipment and experienced personnel to perform such service, weather conditions permitting.

Otherwise, upon request of the Shipper, consignee or owner of the goods, the Carrier as agent of

and for and in behalf - of the Shipper, consignee or owner, will endeavor to arrange for qualified service, if available, at the expense of the Shipper or consignee or owner of the goods.

#### RULE 13. EXPLANATIONS OF HOLIDAYS:

Except as otherwise provided, the following days will be considered holidays wherever reference is made to a holiday or holidays in this Tariff (SEE NOTE): New Year's Day (January 1) Martin Luther King Day, Labor Day (1st Monday in September) Washington's Birthday (3rd Monday in February) Columbus Day (2nd Monday in October) Memorial Day (Last Monday in May) Veteran's Day (4th Monday in October) Independence Day (July 4) Thanksgiving Day (4th Thurs, in November) Christmas Day (December 25)

NOTE: When a day other than the actual date is set aside by the State to be observed as that holiday, such day will be considered a holiday.

#### RULE 14. ADVANCED CHARGES:

Charges advanced by Carrier for services of others engaged at the request of the Shipper will be supported by Carrier with a copy of invoice setting forth services rendered, charges and basis thereof, together with reference to applicable schedule or Tariff if charges are assessed in accordance therewith. The charges so advanced are in addition to and shall be collected with all other lawful rates and charges. When Carrier engages the services of third persons at the request of and as agent for the Shipper, Carrier will not assume responsibility for their activities or conduct, amount of their charges, nor for the quality or quantity of the service furnished.

#### RULE 15. DISASSEMBLY AND REASSEMBLY:

Transportation rates DO NOT include the removal of any article embedded in

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the ground or secured to a building, nor the assembly or disassembly of any outdoor articles such as steel utility buildings or cabinets, swing sets, slide, sky rides, jungle gyms, or other outdoor articles of similar nature, nor the assembly or disassembly of unusual articles found inside a building such as steel shelving, pool tables, elongated work tables, counters, etc. Upon request of Shipper, owner, or consignee, the Carrier may disassemble or reassemble such articles, subject to labor charges provided in this Tariff, or arrange for the service of a Third party. The Shipper, in such case, will be required to furnish, at the time of reassembly, any new hardware, nuts, bolts, etc., necessary to perform the service.

#### RULE 16. COMPUTING TIME:

1. Unless otherwise provided herein, time charges will be computed at the hourly rate applicable from the time vehicle, helper or supervisors report at the original point of loading until the

completion of unloading the last load at final destination plus travel time, less time spent for meals, vehicle breakdown or repair, subject to the following: Charges based on time shall be computed by multiplying the hourly rate by the time involved. Unless otherwise provided, fractions of an hour will be disposed of as follows: Where the time involved is less than 15 minutes, one quarter hour. When in excess of 15 minutes, but not more than thirty (30) minutes, charge one-half hour. When in excess of 30 minutes, but not more than forty-five (45) minutes, charge for three-quarters of an hour. When in excess of 45 minutes charge for one hour.

2. Travel time from the Carrier's garaging point to an origin and from a destination back to the garaging point is to be calculated through the **GlobeFeed.com** service using the following web-link: <https://distancecalculator.globefeed.com/US> Distance Calculator.asp

**RULE 17. USE OF VEHICLE AND DRIVER:** Carrier will not supply vehicle without driver.

**RULE 18. TIME:**

1. The Carrier shall insert on the Household Goods Bill of Lading prescribed in this Tariff, the start and finish time of a moving job.
2. This shall include the travel time as referred to this Tariff.

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**RULE 19. THREE-HOUR MINIMUM:**

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

**RULE 20. PACKING SERVICES:**

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

**RULE 21. LABOR CHARGES:**

Labor charges cover all additional services for which no charges are otherwise provided in the Tariff, when such services are requested by the Shipper according to Carrier's hourly rate table.

**RULE 22. OVERTIME LABOR:**

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

**RULE 23. DEPOSIT REQUIREMENTS:**

Due to the limited nature of the services this Carrier provides, the Carrier requires a minimum deposit of \$200 to hold specific move dates, moving crews and other resources. This deposit is

non-refundable, however may be transferable to other available move dates.

RULE 24. TIME BASIS TRANSPORTATION RATES:

- 1. **Regular** time rates apply when service is performed on weekdays (Monday thru Friday ).
- 2. **Peak** rates apply when service is requested by the Shipper to be performed on a Saturday, 1st week of a month and the last week of a month.
- 3. **Holiday** rates apply when service is requested by the Shipper to be performed during on Sunday, or any hour on the holidays as set in Rule 13.
- 4. An additional charge to the actual Bill of Lading hours shall be assessed for each vehicle and driver, helper, and supervisor to cover their travel time. Such a charge shall not be applied more than once during any one day to the same

Shipper for the same vehicle and driver, helpers, or supervisors/foremen/team leaders.

5. Hourly rates table:

	2Movers& truck	3 movers&truck	4Movers& truck	Additional mover	Additional truck
Regular	\$150/hr	\$200/hr	\$250/hr	\$50/hr	\$50/hr
Peak	\$250/hr	\$300/hr	\$350/hr	\$50/hr	\$50/hr
Holiday	\$250/hr	\$300/hr	\$350/hr	\$50/hr	\$50/hr

RULE 25. **PACKING CHARGES:**

In case any packing materials were used to perform a move, the Carrier will calculate parking charges in accordance with the "Packing Materials List" section of the Tariff. This calculation will be included in the Bill of Landing to be paid by the Shipper upon acceptance of the shipment.

RULE 26. CREDIT CARD PAYMENTS AND PROCESSING FEE:

- 1. The Carrier applies 4% handling fee for credit/debit card payments.
- 2. In the event that the Shipper puts a written claim into a credit/debit card company/bank, funds might be transferred back to the shipper and taken out of the Carrier account. This does not release the Shipper from financial obligations in accordance with this Tariff. The Carrier retains full right to forward such unpaid balances to a collection agency for payment in full plus any additional fees that may be applicable.



## RULE 27. DECLARATION OF VALUE:

1. The Shipper must choose and sign in the Bill of Landing one of the options below prior to the start of any packing or moving service:

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

OPTION B. FULL REPLACEMENT VALUE (WITH DEDUCTIBLE):

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VIP Movers Boston LLC will repair the damage that was made by our company to the condition it was before the move, the Carrier will pay for the lost or damaged articles (less the \$500 deductible), or replace the lost or damaged article for any amount over the \$500 deductible. The \$500 deductible applies to the entire shipment rather than each individual article. This level of coverage costs \$100 per \$1,000 of declared value of the entire shipment. The minimum of \$3,000 declared value is required for this option. Carrier will pay to repair the item in order to restore it to the same condition it was in when it was received.

OPTION C. FULL REPLACEMENT VALUE (NO DEDUCTIBLE): The Carrier will repair damage, reimburse for the replacement cost, or replace lost or damaged articles. This level of protection costs \$200 per \$1,000 of declared value of the entire shipment. The minimum of \$4,000 declared value is required for this option. Carrier will pay to repair the item in order to restore it to the same condition it was in when it was received.

2. If the shipper declines to declare the value, the shipment will automatically be released at \$0.60 per pound as found in the Option A on the Bill of Lading.

3. The following items are not covered by either option listed above:

Furniture composed of particle board or press board. Lamps, lampshades, pictures, mirrors, artwork, glass, marble, vases or statues not packed by the Carrier. Items found broken in boxes not packed by the Carrier. Mechanical condition of electronic, audio/visual, computer or battery operated equipment in transit or storage. Previously damaged or repaired items. Previously damaged or loose veneer. Furniture with the original glue dried out. Any loose items not boxed. Plants (live, artificial, or dried). If one item in a set is damaged, only that one item is covered, not the whole set.

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## Additional Services

1. Bulky Article Charges (per item):

a) **Pool table \$300**

- b) Safe > 300 lbs. \$200**
- c) File Cabinet > 300 lbs. \$200**

2. Piano Charges. When moving a piano, in connection with a move involving additional items:

- a) Spinet \$150**
- b) Upright \$350**
- c) Baby Grand/Grand \$500**

Note 1: Applies once per shipment for each piano or organ.

Note 2: Will not apply to portable organs, toy organs or toy pianos.

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## **Storage Rates, Rules and Regulations**

### **1. OVERNIGHT ON-TRUCK STORAGE.**

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

### **2. LONG-TERM STORAGE.**

#### **a) Storage space**

Long-term storage spaces may include warehouse space, self-storage or storage trailer space. The Carrier retains full right to decide on suitable space for shipments subject to availability. Spaces are available for shipper inspection prior to move date. Two weeks advance notice is required.

#### **b) Billing**

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

#### **c) Late Payments**

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

#### **d) Non-Payment**

Any storage unit account with the Carrier that remains unpaid for 30 days will be considered a default on said storage space.

The Carrier retains the right to seize, dispose or auction any goods contained within a defaulted storage space.

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

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

defaulted storage space.

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e) Storage fee calculation

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

f) Long-term storage rates table

Term	Rate per 250cf
1 week and less	\$50
2 weeks	\$50
3 weeks	\$50
1 months	\$50
2 months	\$50
3 months	\$50
4 months and more	\$50

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PRICE FOR MATERIALS

Mattress bag 9\$

Small box 4\$

Medium box 5\$

Large box 6\$

TV box \$75

Wardrobe \$25

Roll of Tape 3\$

Shrink wrap \$15