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Item 500 – Rates and Charges

Item 1 Application of Rates

Rates in this tariff apply on personal household goods and effects moving between points within Rhode Island, with loading at one point at origin and unloading at one point at destination.

Item 2 Definition of Terms

“Personal Household Goods and Effects”, means new or used personal effects and property normally used in a residential dwelling.

“Commercial Household Goods”, means furniture, fixtures, equipment and property of stores, offices, museums, institutions, hospitals, or commercial establishments; articles also include objects of art, displays, and exhibits, which, because of their unusual nature and / or value, require specialized vehicles, handling equipment and labor utilized in the moving of household goods.

“Pickup”, means calling for, loading and/or receiving goods and providing a receipt for such at shipper's residence or place of business directly accessible to carrier's vehicle.

“Delivery”, means unloading or transferring the goods and obtaining a receipt for the goods at consignee's residence or place of business directly accessible to carrier's vehicle.

“Warehouse Pickup or Delivery”, means loading or unloading at only doors, platforms or other points convenient or directly accessible to the carrier's vehicle.

“Linehaul”, means the service of traveling between pickup point and delivery point.

“Travel Time,” means and includes the time spent traveling from dispatch point/terminal to initial pick-up point, linehaul, and time spent traveling from final delivery point back to dispatch point/terminal.

Item 3 _____ Limitations and Restrictions

The obligation to accept articles for shipment shall be subject to the capacity and availability of appropriate type of vehicle; restrictions of streets, highways, bridges or other structural impairments; and to the requirements of laws, ordinances, or regulations.

Rates do not provide for protection from cold or heat, nor is carrier obligated to provide heated or refrigerated service, except as may be provided for in this tariff.

Except as may be provided, nothing in this tariff shall require a carrier to perform pickup, linehaul or delivery service between the hours of 5:00 PM and 7:00 AM; nor on Saturday, Sunday, New Year's Day, Presidents Day, Good Friday, RI Independence Day, Memorial Day, Independence Day, Victory Day, Labor Day, Columbus Day, Election Day, Thanksgiving, or Christmas as may be observed on such various days as are appointed by the Governor or state government of RI, or the president or congress of the US.

Item 4 _____ Prepayment or Guarantee of Charges

Carrier can require a written guarantee of the total charges, or the prepayment of charges at pickup, or payment in full at time of delivery. Carrier must inform shipper prior to pickup of the terms of payment and the required method of payment, viz; Cash, personal or certified check.

Nothing herein shall limit the right of the carrier or its agent, prior to or at time of shipment, to require the payment, in full or in part, or a written guarantee of the total applicable legal charges.

Carrier has the right to retain possession of any property transported by it, or to place the same in storage at the expense of the shipper, until all charges have been paid in cash, money order or certified check.

Item 5 _____ Bill of Lading

When property is transported subject to this tariff, carrier must issue a Bill of Lading, with a “Truth in Coverage” Statement Attached, to the shipper of the goods and shall be liable to shipper for any loss or damage to the property caused by carrier. The Bill of Lading used must conform in content and format to that appended to the Rules and Regulations Governing Transportation Provided by Motor Carriers of Property. No contract, receipt, rule, regulation, limitation or notation whatsoever shall exempt the carrier from this liability, dependent upon value, agreed upon by shipper and approved and authorized by the RIDPUC.

The entire agreement between the parties is contained in this tariff, the Rules and Regulations of the Division and the Laws of the State of Rhode Island, and the Bill of Lading and attached “Truth in Coverage” Statement.

a. Upon completion of services at destination, the Bill of Lading will be completed, and shall contain all charges for transportation based on actual time consumed for each vehicle with driver, helpers, packers, packaging and packing materials, and such other charges as may be applicable under the rules, rates and

charges contained in this tariff.

b. In the spaces provided in Section 3 of the Bill of Lading, the carrier must record the "Start Time:" the hour and minute the carrier started, "End Time:" the hour and minute the carrier completed the job, and "Lunch Time:" the hours and minutes spent for meals and downtime.

(See Items numbered 9, 10, and 11)

Item 6 _____ Shipper's Choice of Loss Coverage Required

The following conditions must be met prior to loading the shipment for relocation:

Only one coverage must be selected and options cannot overlap:

Every shipper or agent must choose between DEPRECIATED VALUE AND RELEASED VALUE coverage for the shipment. This statement is binding on the shipper and carrier; and, it shall be made a part of the Bill of Lading and shall be executed by choosing and checking one of the choice below:

If the shipper or its agent does not choose one of the two coverage options, the default coverage will be depreciated value coverage. (Issued per Order No. 10102, dated April 24, 1980, of the RIDPUC.)

Item 7 _____ Restriction of Articles

Carrier will not accept any Hazardous Materials. Any party concealing such material shall be liable and shall indemnify the carrier against all loss caused by the shipping of such goods.

Carrier will not accept any article that is liable to damage equipment and/or property.

Carrier will not be liable for loss or damage of Articles of Extraordinary Value in its possession without its knowledge. A special agreement can be made to carry such goods, as provided for in the bill of lading.

Carrier will not accept articles, which cannot be taken from or placed into a building without damage to the article and/or building; except with a written release from owner, shipper, consignee or their agent acknowledging and assuming responsibility for such damage to article and/or building. This release excludes any damage to the article and/or building caused by negligence of the carrier.

Carrier will not accept articles manufactured from particleboard, unless article is disassembled and knocked down flat by owner for the move; or with a written release from owner assuming responsibility for damage, other than damage caused by negligence of the carrier.

Item 8 _____ Inspection and Repackaging

Carrier has right to inspect contents of packages to determine the character and condition of the property being moved. Furniture or fragile articles, packed by shipper, must be properly supported and cushioned and the container must be marked as to the fragile nature of the contents.

Carrier has right to refuse articles that are improperly packed and are susceptible to damage because of the inadequate packaging. At the request of shipper or agent, carrier will properly repackage at charges shown in this tariff.

Item 9 _____ Computation of Time

Time of service shall be computed from the time the vehicle reports at point of origin until delivery has been completed at destination, plus traveling time from terminal and return thereto, less time spent for meals and downtime (see Item 5 (c) and Item 11).

Item 10 _____ Disposition of Fractions

Unless otherwise provided in this tariff, to dispose of fractions in computing a rate or charge, omit fractions of less than one-half (1/2) of one cent, or increase to the next whole figure those fractions which are equal to or more than one-half (1/2) cent.

Item 11 _____ Hourly Rates: Method of Computation

Charges based on time shall be computed by multiplying the hourly rate by the time-period involved. Fractions of an hour shall be disposed of as follows:

- a. Where the time involved is less than 15 minutes, the charge shall be for one-quarter of an hour;
- b. When in excess of 15 minutes but not more than 30 minutes, the charge shall be for one-half hour;
- c. When in excess of 30 minutes but not more than 45 minutes, the charge shall be for three-quarters of an hour;
- d. When in excess of 45 minutes but not more than 60 minutes, the charge shall be for one hour.

Item 12 _____ Advancement of Charges

Carrier may advance charges, only at the owner's request, for services necessary to facilitate the movement of goods; viz, appliances removal and/or installation; or any other circumstance requiring special equipment, skills or licensing. When carrier engages the third party at the request of and as agent of the owner, carrier will not be liable for third party activities or conduct, amount of charges, nor for the quality or quantity of services. The advance charges will be in addition to tariff charges and will be supported by third party's invoices.

Item 13 _____ Vehicle and Driver Required

Carrier shall not supply a vehicle without a driver.

Item 14 _____ Perishable Foods

Except as otherwise provided in this Item, carrier shall not accept for shipment any frozen foods or any other articles requiring refrigeration. At the carrier's option, frozen foods may be accepted for transportation, provided:

- 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 80 miles and or delivery be accomplished within 24 hours from time of loading;

c. No storage of the shipment is required; No preliminary or en route servicing by use of dry ice, electricity, or other preservative methods are required of carrier;

d. Carrier will not be responsible for the condition or the flavor of the food.

Item 15 ___ Disassembling and Reassembling

Transportation charges do not include the cost of removing any outdoor articles embedded in the ground or secured to a building, nor the assembling or disassembling of any indoor or outdoor articles. Charges for this service are listed in Item 500 of this tariff.

Item 16 ___ Waiting or Delay Time

Rates and charges for waiting or delay time shall be as shown in Item 500 and of this tariff. Charges apply to vehicle and crew and shall apply when vehicle is held for the convenience of the shipper and / or consignee, through no fault or neglect of the carrier or its agent.

Item 17 _____ Furnishing Helpers

Carrier will furnish the number of helpers expected to be necessary to properly handle the shipment to be transported.

On request of the shipper, the carrier may furnish additional helpers at the applicable rates for helpers. Charge will be in addition to all other applicable charges. Charges for this service are listed in Item 500 of this tariff.

Item 18 Hoisting and/or Lowering of Articles

Hoisting or lowering services will be performed at points only where carrier has equipment and qualified personnel necessary to perform such service, weather conditions permitting. Otherwise, upon request of shipper, or owner of the goods, the carrier, as agent of and for and on behalf of the shipper or owner, will attempt to arrange for service, at the expense and risk of the shipper or owner of the goods. In such instances the carrier shall not be responsible for damage or loss of the shipment or property when in possession of the third party.

Item 19 ___ Toll Charges

Where delivery of any commodity covered by this tariff must be made by use of a toll bridge or ferry, the actual cost (prevailing charges) will be added to all other charges. In addition to the charge to be collected on the loaded movements, the same charges will also apply on the return of the carrier's vehicle.

Item 20 _____ Cross Reference to Charges, Items, Notes or Rules

Where reference is made in this tariff to charges, items, notes or rules, such reference will also embrace any revision of successive issues of such charges, items, notes or rules.

RULES GOVERNING FILING OF CLAIMS OR SUITS

Item 300 ___ Loss, Damage or Overcharge Claims or Suits.

NOTE: Notations of loss, damage or overcharge made at the time of delivery on the Bill of Lading, do not

constitute the filing of a claim.

Any claim for damage, loss or overcharge shall be filed with the carrier in writing by the claimant; and shall be accompanied by the paid original bill to the carrier. In lieu thereof, carrier may require certified or sworn statement of claim.

Carrier must be notified of any concealed damage and shall be allowed the opportunity to inspect articles damaged, the package, and packing material.

Carrier's liability for sets or matched articles shall be limited to repair or replacement of the lost or damaged item only.

Carrier's liability shall not exceed cost of repairing or replacement of lost or damaged article with like kind and quality, not to exceed the depreciated value, and in no event a greater amount than the released value declared on the Bill of Lading.

Loss or Damage: Claims for loss and/or damage must be filed with the carrier, in writing, within nine months after delivery of the property, or in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed; and, suits shall be instituted against the carrier only within two years and one day from the day when notice, in writing, is given by the carrier to the claimant, that the carrier has disallowed the claim, or any part or parts thereof, specified in the notice. When claim is not filed or suit is not instituted in accordance with the foregoing provisions the carrier shall not be liable, and, such claims or suits shall not be paid.

Overcharge: Claims for overcharge payments must be filed with the carrier, in writing, within two years after delivery of the property; and suits shall be instituted against carrier within two years and one day from the day when notice, in writing, is given by the carrier to the claimant that the carrier has disallowed the claim. When claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, carrier shall not be liable and such claims or suits shall not be paid.

Carrier's Acknowledgement of Claim: When a claim is filed, the carrier shall acknowledge receipt of the claim, in writing to the claimant, and within thirty (30) days after the date of its receipt by the carrier unless the carrier shall have paid or declined such claim in writing. The carrier shall also indicate in its acknowledgement if any additional documentary evidence or other pertinent information may be required to further process the claim.

Carrier shall pay, decline, or make a firm compromise settlement offer in writing to the claimant within 120 days after receipt of the claim.

ACCESSORIAL SERVICES

Charges for materials and the accessorial services shown in this Section shall be in addition to all other rates and charges named in this tariff

Item 400 _____ Materials, Delivery, Packing and Unpacking of Containers

Charges in the "Container and Packing" column shall only apply Monday through Friday and, then, only between the hours of 8:00 AM to 5:00 PM.

At the request of the shipper, the carrier will deliver containers to such shipper; the delivery charge shall be assessed at rates applicable to vehicle and driver as shown in Item 500, as may be amended, of this tariff.

At the request of shipper/consignee, unpacking of containers will be performed by the carrier; a charge shall be assessed at rates applicable to helper-per-man as shown in Items 500, as may be amended, as may be the case, of this tariff.

At the request of the shipper overtime-packing of containers will be performed by the carrier; a charge shall be assessed at appropriate rates, applicable to helper-per-man as shown in Items 500 or 600, as may be amended, as may be the case, for labor plus applicable charges shown in the "Container Charge" column.

TYPE OF CONTAINER BARRELS, DISHPACKS OR DRUMS	CONTAINER AND PACKING \$16.50	CONTAINER CHARGE \$6.70
CARTONS, Not over (in cu. Ft.):		
1.5	3.90	1.50
3.0	5.95	2.25
4.5	7.40	2.65
6.0	8.05	3.05
6.5	9.15	3.05
CARTONS, MATTRESS:		
Crib	4.25	2.25
(S) Mattress 39-x75	6.90	4.25
(D) Mattress 54x75	7.80	5.20
(K/Q) Mattress 54x75 M/T	12.25	8.00
(E/L) Mattress 39x80	8.00	5.30
CARTONS, MIRROR:	13.10	6.45
CARTONS, COMMERCIAL TOTE:		2.00
CARTONS, WARDROBE	9.10	6.65
COVERS, PAPER OR PLASTIC:	4.25	3.00
CRATES AND/OR CONTAINERS:		
Per cubic foot	4.00	
Minimum Charge	15.00	

Item 401 Inventory

The Carrier is responsible for the delivery of all items listed on an inventory made pursuant to a move, whether made by the Carrier or the Shipper, as long as the inventory is signed by both the carrier and the shipper.

Item 405 Accessorial Labor Charges

The charge named in this Item shall cover all accessorial services for which no charges are otherwise provided in this tariff. Such charge shall be in addition to all other charges accruing on any involved shipment.

The charge will apply only when such unnamed service is requested by the shipper and / or consignee.

The charge per man furnished, shall be equal to the total number of hours consumed (less meal times) multiplied by the applicable hourly rate applicable to helper-per-man as provided in Items 500, as may be amended, and as may be the case, of this tariff (see Item 11).

Item 500 Rates and Charges