



COMBINED UNIFORM HOUSEHOLD GOODS/COMMERCIAL GOODS
BILL OF LADING AND FREIGHT BILL

Bill of Lading \_\_\_\_\_

Date of Move \_\_\_\_\_

Precision Moving Company 495 Columbia Street, Somerville, MA 02143
MDPU 31154 USDOT 1456970 MC 557376

The undersigned shipper hereby orders the above carrier to furnish transportation facilities and services described in this order subject to and in accordance with the rules, regulations and charges as contained in the Tariff on file with the Massachusetts Department of Public Utilities and the terms and conditions of the bill of lading shown on the back and made a part hereto, and agree to pay upon delivery the amount set forth below in Cash, Credit Cards or Checks.

ORIGIN

DESTINATION

SHIPPER \_\_\_\_\_
COMPANY \_\_\_\_\_
STREET \_\_\_\_\_
CITY/ZIP \_\_\_\_\_

STREET \_\_\_\_\_
CITY/ZIP \_\_\_\_\_

ADDITIONAL PICK-UP

ADDITIONAL DROP-OFF

STREET \_\_\_\_\_
CITY/ZIP \_\_\_\_\_

STREET \_\_\_\_\_
CITY/ZIP \_\_\_\_\_

HOURLY TRANSPORTATION RATES

Table with columns: START TIME, TIME OFF, TIME COMPLETED, TRAVEL TIME BACK, # OF, RATE/ HOUR, # OF HOURS, CHARGES. Includes rows for CREW and PACKING.

TOTAL CHARGES

DECLARATION OF VALUE

The shipper must select one of the options below prior to the start of any packing or moving service. In the event the shipper does not select one of these options, the carrier's maximum liability for loss and damage shall be an amount equal to a maximum value of \$0.60 per pound per item as described in Option A.

- Option A: DECLARED VALUE of \$0.60 per pound per article. There is no charge for this option.
Option B: ACTUAL CASH VALUE of \$\_\_\_\_\_ based on a minimum declared value of \$2.50 per pound.
Option C: FULL REPLACEMENT VALUE of \$\_\_\_\_\_ based on a minimum declared value of \$5.00 per pound.

Exclusions:

Furniture composed of particle board or press board. Lamps, lampshades, pictures, mirrors, artwork, glass, marble, vases or statues not packed by Precision Moving Company. Items found broken in boxes not packed by Precision Moving Company. 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 by the insurance, not the whole set.

I hereby select option

Box for selecting option (MUST BE INSERTED BY SHIPPERS HAND ONLY)

SIGNATURE OF SHIPPER X \_\_\_\_\_ DATE \_\_\_\_\_

SPECIAL SERVICES /OR INSTRUCTIONS

Blank area for special services or instructions.

TARIFF NUMBER, SECTION, M.D.P.U. 31154 NUMBER

WEIGHT BASIS TRANSPORTATION/ FLAT RATE

Table with columns: GROSS WEIGHT, TARE WEIGHT, NET WEIGHT, RATE PER CWT, SUBJECT TO A MINIMUM OF LBS., (FOR MILES), SUPPLIES/ ADDITIONAL CHARGES, NO., RATE, AMOUNT. Includes rows for SMALL BOXES, MEDIUM BOXES, LARGE BOXES, DISH BARRELS, WARDROBES, etc.

The Undersigned shipper hereby acknowledges that any and all estimates, except written, are good faith estimates only and that SAID ESTIMATES ARE NOT BINDING. Shipper will be charged the prescribed hourly rate for the actual time charged for the vehicle and employees utilized in shipping. Actual time charges will be computed from the time employees and vehicles leave the carrier's facility until return thereto, not excluding delays due to traffic or other causes beyond carrier's control, but less time for meals or vehicle breakdown. Shippers also remain liable for payment of all tolls and tariffs assessed against carrier en route. SHIPPER HEREBY ACKNOWLEDGES HIS/HER RESPONSIBILITY TO PAY FOR ACTUAL TIME CHARGES AS OUTLINED HEREIN UPON COMPLETION OF SAID SERVICES. Any and all unpaid balances will be subject to a 1.5% monthly interest charge. Shippers will remain liable for payment of all costs associated with collection of monies due and owing, including, but not limited to, reasonable attorney's fees, filing fees and court costs.

X \_\_\_\_\_
Shipper's Signature

X \_\_\_\_\_
Carrier's Signature

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

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

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

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

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

(b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering Carrier, or Carrier issuing this proposal for service and bill of lading, or Carrier in possession of the Property when the loss, damage, injury, or delay occurred, within 10 days after delivery of the Property; and suits shall be instituted against any Carrier only within two years and on day from the day when notice in writing is given by the Carrier to the claimant that the Carrier has disallowed by claim of any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted in accordance with the foregoing provisions, no Carrier hereunder shall be liable.

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

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

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

(b) Property not received by the party entitled to receive it after appropriate notice, may be kept in vehicle, warehouse or place of business of the Carrier, subject to all lawful charges and to Carrier's responsibility as warehouseman only, or at the option of the Carrier, may be removed to and stored in a warehouse at the point of delivery or at other available points at the cost of the owner, and there held without liability on the part of the Carrier, and subject to a lien for all transportation and other lawful charges, including a reasonable charge for storage. In the event the Consignee cannot be found at the address given on the bill of lading for notification, the Carrier shall be discharged from liability upon sending a notice to Shipper showing the warehouse in which such Property has been placed, subject to the provisions of this paragraph.

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

(b) Where Carrier is directed to unload or deliver Property at a place or places at which the Consignee or its agent is not present, the Property shall be at the risk of the owner after unloading or delivery.

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

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

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

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

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