

Date: \_\_\_\_\_  
 NON-NEGOTIABLE/NO REFUNDS

**COMBINED UNIFORM HOUSEHOLD GOODS  
 CONTRACT - BILL OF LADING - FREIGHT BILL**

D.T.E LIC# 29672  
 DOT #01330580

Kit Moving Corporation DBA Casey Movers 379 Liberty Street Rockland, MA 02370 - 1-800-482-8828 F.I.N. 04-3554755

Undersigned shipper being the lawful owner or agent of the owner 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 part hereto, and agree to pay upon delivery the amount set forth below in cash, certified bank check, money order or credit card (Mastercard/VISA only) with a 5% handling charge. No cash or credit for destinations outside of Massachusetts. Please note that carrier is an hourly service and cannot guarantee any written or verbal estimates. Final charges may vary from estimated charges. Please note that carrier is a licensed mover. We are not installers and cannot guarantee installation services. We are not a disposal company and shipper is prohibited from giving movers goods to dispose of and are subject to full liability in such event. Please note that only the shipper listed on this bill of lading is authorized to handle matters in regards to this shipment. Shipper understands carrier can only provide estimates for services prior to completion of work. Final charges to be calculated and presented at the time of delivery. Please note final charges are due at the time of delivery. In the event of non-payment by the shipper to the carrier, delivery must be rescheduled. Please note that carrier cannot guarantee any aspect of service including but not limited to transport of any individual piece of inventory, pick up or delivery dates. Please note that 28-53 foot trailers are the primary over the road equipment of this carrier. Carrier is not liable in any way for any reason if it is found a shuttle service with a small truck is required whether anticipated or unanticipated and shipper is solely responsible for additional charges.

SHIPPER OR AGENT SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

**Declaration of Value**  
 The shipper must select one of the options below prior to start of any packing or moving service. In the event the shipper does not select one of these options, the carriers maximum liability for loss and damage shall be an amount equal to a maximum of \$1.25 for each pound of weight of the shipment described in Option B.

A	Declared value of 60 cents per pound per item. There is no charge for this option.	<b>THIS DOES <u>NOT</u> REPRESENT INSURANCE</b> Shipper must write A or B in line Below  I hereby select option _____  <b>(MUST BE INSERTED BY SHIPPER HAND ONLY)</b>
B	Declared value of \$1.25 per pound per item. There is an additional assessment of \$50 per 1,000lbs. Additional Assessment: \$ _____	

**IMPORTANT (READ BEFORE SIGNING) - RE: Household Goods Damages & Loss**  
 Carrier maximum liability limited by your declaration of value above. Declaration of value does not represent insurance, but liability limits in the event of loss or damage and shipper understands that this liability limit is upheld even in the event of negligence or breach of contract. Please note shipper is responsible for all charges in association with this shipment including but not limited to permits, parking tickets, hotels, ferry costs, and other fees. Shipper is responsible for their own insurance to cover any damages or loss beyond declaration of value. Please note that carrier is not liable for "real property" damage such as damage to driveways, lawn, permanent fixtures in house, floors, etc. Loss or damage is a risk to moving household goods. Damage to real property is a risk when operating heavy equipment on premises. Prohibited items include cash, firearms, items of sentimental value, alcohol, jewelry, liquids, live plants, etc. All prohibited items should be removed from property before movers enter home. Any prohibited items found on shipment are subject to ejection from shipment and/or disposal as these items might be hazardous or illegal to transport. All charges non-refundable except in the event of loss or damage of goods being shipped in association with declared value above. Shipper must notify carrier in writing of loss or damage within 15 days of completion of move. Please note that carrier is not liable for prohibited goods, electronics, internals (washer/dryer/etc), valuables, particle board and items deemed "packed by owner." Water damage/mold is a risk of storage (whether stored in carrier facility or third party/self-storage/etc) and carrier is not liable for these risks. Please note that small scratches/dents are a risk of moving and carrier is not liable for these risks. Lamps, pictures, mirrors, artwork, and glass are high risk items for transport and carrier is not liable as these items must be well packed by shipper prior to carrier arrival. Carrier not liable for goods/tools given to movers to use and not returned (dolly, spotlights, etc). Shipper responsible for all hardware.

SHIPPER OR AGENT SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

In accordance with the tariff on file with the Massachusetts Department of Public Utilities. Current labor rates are \$75/hr/mover with a 5 hour minimum per day for dispatch. There is a 10% surcharge for use of truck or power unit for fuel and upkeep. Billable charges are defined as port to port from our facility in Rockland, MA 02370. Hold fee for trailer is \$300/night. Please note labor charges average approximately 25% to 50% more for a shipment split over two days (estimates only). Each 10x10 storage space is \$250/month. Please note that carrier maintains warehouse and trailer storage space and retains right to utilize either space subject to availability.

SHIPPER OR AGENT SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Shipper (Print)		Home Phone	
Origin	Date: _____	Work Phone	
Destination	Date: _____	Cell Phone	
Additional Stop	Date: _____	Email	

DATE:	SERVICE:	RATE:	#	TOTAL	TOTAL DUE AT DELIVERY:	Payments (Non-Refundable)	
	# Packers:	\$75/hr/packer				Shipper Initial: _____ Date: _____ Time: _____ <i>(additional 5% for credit card)</i>	Deposit:
	# Movers:	\$75/hr/mover					
	# Movers:	\$75/hr/mover			Credit:		
	10x10 Storage	\$250/month			Cert Check:		
	Hold Trailer	\$300/night			Money Order:		
	Materials	See Tariff			Total:		
	#Power Unit:	10% per Power Unit			Shipper Initial:		

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**SHIPMENT COMPLETE:**  
 Shipment is complete and I am aware of and have paid all charges. I understand that post-move adjustments may be made upon drafting of final invoice in accordance with tariff on file with the Massachusetts Department of Public Utilities. All goods delivered in good order except as noted in the box to the left.  
 Shipper Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

**CLAIMS FOR DAMAGE OR LOSS MUST BE REPORTED IN WRITING WITH THIS CARRIER WITHIN 15 DAYS.**  
 (SEE CONTRACT TERMS AND CONDITIONS. SEC.2(b)). FOR BEST CLAIMS SERVICE, DOWNLOAD FORM FOUND ON WEBSITE UNDER "FILE CLAIM"

## CONTRACT TERMS AND CONDITIONS

**Sec. 1(a)** The Carrier or party in possession of any of the property herein described ("Property") shall be liable as at 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 or 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 received 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 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 has 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 15 days after delivery of the Property, and suits shall be instituted against any 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. 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 reimburses 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 cooperage, 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 a 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 the 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. Movers cannot transport: firearms, alcohol, medications, plants of any kind, jewelry, tobacco, money, propane tanks, cleaning fluids, goods of personal value, paint, or other flammable liquids.**

Every party whether principal or agent shipping such goods shall be liable for and indemnity 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 the 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, 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.