

TARIFF

For Inter and Outer State moving

Within the State of New Jersey

Flemington Moving Company "Making your move quick and easy" Inter-State and Intra-State Moving Rates, Tariff & Terms of Service 2021. An updated copy of this document will always be displayed on our website. This document can change at any time for any reason. The Carrier will always charge current rates and is not responsible for the circulation of older copies and older rates of any document. Copyright © 2021 Flemington Moving Company



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TABLE OF CONTENTS

A. Definitions Page

1.0 BASIC AGREEMENT

2.0 PACKING AND DIS-ASSEMBLY

3.0 INTRA-STATE MOVING RATES

4.0 INTER-STATE MOVING RATES

5.0 INSURANCE & LIABILITY

6.0 IMPORTANT DOCUMENTS

Definitions

Accessorial service: Any service performed during the move, other than the actual transportation of the goods, e.g, packing, unpacking, and appliance servicing charges, for these services are in addition to transportation costs.

Bill of Lading: A formal document required by law clearly noting all services and charges associated with the contracted for move and /or storage.

Breaks: Any stoppage of the move that is in control of the mover, not the shipper, hence also known as scheduled breaks, eg. Coffee or lunch break

Bulky goods: Goods of unusual size and low-weight density, often requiring special accessorial services, with extra charges, e.g boats and snowmobiles.

C.O.D: A cash-on- delivery payment

Consignee: A duly authorized representation of the shipper accepting delivery.

Consigner: A person or Entity who delivers the goods. Also referred to as the mover or licensee or local agent or carrier

Coverage: The type of protection selected by the shipper for their goods and is not to be confused with the mandatory insurance requirements of a licensee. There are three types under the act: Standard valuation, additional valuation, and insurance.

Damage claim: A formal statement submitted to the carrier by the shipper for Alleged damage to goods.

Estimate: 1. Binding: An approximation made by the mover of the total cost of the move and/or storage based upon a physical survey, to which the mover is bound...A formal document required by law clearly noting all services to be performed and their respective charges which is not subject to change

2. Non-binding: An approximation made by the mover of the total cost of the move based on a physical survey. A formal document required by law clearly noting all services to be performed and their respective charges, which may be subject to change.

Extra stop: Any stop for a pickup or delivery of goods, requested by the shipper, in addition to travel from origin to destination.

Fuel surcharge: A charge specific to the Amount of Fuel used by the moving vehicle.

Gross weight: Weight of moving vehicle with all of the contracted for goods loaded with a full fuel tank, and all equipment necessary for the move loaded except the crew.

Holidays: Any day designated as such by either state or federal government is a legal holiday. Any day designated by a religion is a religious holiday.

Household goods: goods normally considered part of a personal residence.

Insurance: A type of coverage elected by the shipper, the charge and terms of which are determined by the mover in conjunction with his insurance carrier. The carrier offers a particular policy as the carrier is not licensed to sell insurance. A certificate of insurance, sometimes known as an advice of coverage, is

issued to the shipper, stating in brief the charges and terms of the policy. This is a document separate and distinct from the estimate, order for service, and bill of lading.

1.0 BASIC AGREEMENT & DISCLOSURES

Flemington Moving Company is a private carrier of common household and office/commercial goods and may be referred to as the "carrier" in any and all documentation issued by Flemington Moving. Flemington Moving has no van-line affiliations. Flemington Moving maintains the right to utilize agents to fulfill shipments or portions of shipments whether intra-state or inter-state. Any client or customer of Flemington Moving that will be shipping goods through utilization of the services provided by Flemington Moving may be referred to as the "shipper" in any and all documentation issued by Flemington Moving.

Main Port of Operation:

151 Main Street

Flemington, NJ [08822](tel:08822)

The shipper inherently agrees to the terms and conditions found in this document. This document is written in simple language and should be easy to understand. Please note that by committing to a residential or commercial move, the carrier will bring the move to completion at the full rates and expenses to the shipper found within this document (or otherwise amended in writing) regardless of any previous estimates.

1.1 Estimates

Flemington Moving may provide in-home or over-the-phone estimates based upon inventory and/or inspection of goods that will be moved. The goal of qualified estimators is to gather the following information to the best of their ability.

A. Shipment Origin

This will be the address at which carrier moving crews will pick-up the goods.

B. Shipment Destination

This will be the address at which our moving crews will make delivery. Please note that if this address is undetermined at the time of your meeting it could have an effect on final cost. Things to look out for are tractor-trailer restrictions, stairs, elevators, long-walk requirements, etc.

C. Logistics & Time Constraints

Shipper should notify carrier of any real estate closing dates and times as these may force increased labor or storage requirements upon the carrier for which costs will be deferred to the shipper.

D. Shipment Volume/Weight

The estimator will provide truck space requirements and/or estimated weights of total shipment based upon visual inspection and inventory of goods to be shipped. Please note that shipment volume and weight is opinion only. Second or third estimates are not discouraged.

E. Labor Requirements

Labor requirements are calculated based upon estimated shipment volume and weight. Note that if estimated shipment volume and weight are off, final bill may likely differ greatly from total estimated cost. Please note that shipper must pay for actual services rendered. Cost increases are not always because estimated shipment volume/weight are off.

F. Associated Rates

Estimator should disclose any associated rates that govern the shipment. This should either be in the fine print on any estimate documentation, or estimator may notate amendments to guaranteed rates.

G. Estimated Completion Costs

Authorized estimator or manager of carrier may offer estimated shipment costs in association with estimated volume/weight, labor averages and guaranteed rates. Please note that shipper is responsible for actual services rendered despite any previously written estimates.

Please note that final account charges will always be in accordance with actual services rendered.

Please note that if shipper changes any element of a shipment (including but not limited to: shipment origin, shipment destination, logistics, shipment volume/weight) final cost of move will likely vary from estimated completion costs. Carrier agents may advise shipper of how these changes may effect their final cost, but carrier provides no guarantees to accuracy of these informal estimates. Again, shipper is responsible for paying actual services rendered as any verbal or written estimates from any carrier are ultimately subjective opinions of the estimator performing the function.

Please note that it is customary in the moving industry to inspect only the origin address and the estimator is prohibited by this carrier to visit any destination point. The primary purpose of the in-home

estimator is to take an in-home inventory for the shipper and to gather other essential details. Shippers that would like a detailed inspection by a Class-A driver of both origin and destination access for trucking purposes should consider the services found in Section 3.7.

1.2 Relationship Between Carrier & Shipper

The carrier serves the shipper as a means of transport between any given origin and destination address.

The shipper in this relationship is the financially obligated entity for the shipment and agrees to pay any applicable tariff charges in association with any shipment between any origin and destination. Any other expenses such as materials, permits, ferry fees, parking tickets, tolls or any expense incurred as a result of the shipment is at the sole expense and liability of the shipper.

Carrier expects shipper to be aware of local laws pertaining to the shipment of household or commercial goods and must notify or obtain any necessary permits the carrier may require to operate at the origin and/or destination address.

Once shipment is commenced, shipper authorizes carrier to take any necessary means to complete shipment in association with the terms of this document. Carrier commits to complete work as efficiently as possible. Shipper agrees to pay applicable charges in association with this document.

Shipper understands that unexpected situations may arise and will not hold carrier liable. Shipper is fully liable for any actual expenses incurred to complete an operation.

1.3 Cancellation of Services:

Please note that in the event of cancellation, the carrier may be entitled to additional charges for any last-minute cancellations. Please note that a written notice should be given to the carrier which includes shippers full name and address with the currently scheduled move date. This notice should be given no earlier than 2-3 business days in advance.

Please note that if the carrier dispatches the moving crew in association with a scheduled move date for which the shipper gave no notice of cancellation, the shipper shall be liable for any and all labor for that moving crew with a 4 hour minimum per day and this labor shall be charged to the shippers credit card on file as carrier cannot be liable for the labor incurred due to short notice and carrier is subjected to a loss of revenue

1.6 Common Complaints and Resolutions

A.) " I THINK THAT YOU (ESTIMATOR OF THE CARRIER) ARE PUTTING IN TOO MUCH TIME, IT'S NOT GOING TO TAKE THAT LONG!!! I CAN DO THIS WHOLE THING IN 3 HOURS"

The fear here, is that the estimator is charging too many hours for too little work. Estimators of the carrier often quote all moves based off the same averages. With that being said, all jobs are unique and come with their own challenges. This is where it does not hurt to ensure you will be charged ONLY for the time you need. This arrangement can be made in advance of your move. It also does not hurt to get second and/or third opinions from another estimator of the carrier, or the estimator of another carrier entirely. In our experience, shippers often severely underestimate the work involved and labor requirements to complete a move. The smaller the job, the more likely we find it that a shipper will believe we are figuring too much time to complete a job.

B.) "THE ESTIMATOR MIS-QUOTED, MY BILL DOUBLED"

The fear here, is that the estimator intentionally low-balled a job to get it. Please note that estimators of this carrier are not paid commission and have no inherent reason to "low-ball" a job. All jobs are generally quoted based off the same averages based upon the inventory provided by the shipper. Problems most often occur when shippers are meeting with multiple carriers far in advance of a move and have not yet pinned down exact details of shipment; including but not limited to inventory, logistics, and/or other details. It is our experience while shipper is interviewing multiple carriers, shippers tend to focus too much energy on who to hire, and not enough energy on disclosing proper details for estimator to provide accurate estimates. Please note that regardless of any estimate, shipper is liable for hourly rate to complete shipment. Please note that "mis-quotes" can be avoided by having second and/or third opinions by additional estimators from this carrier. Factors that can have an effect on estimated cost vs actual cost are weather, unanticipated access difficulties, inventory discrepancy, shipper readiness. Carrier can never refund services rendered in the event of an alleged "mis-quote" as agents and/or employees of the carrier cannot know the reasons for the difference between initial estimated costs vs actual costs which may include weather, unanticipated access difficulties, inventory discrepancies, shipper readiness that may have resulted in additional packing time.... Shipper is solely liable for hourly rates required to complete move. The larger a job, the more variables that can come into play and effect accuracy.

C.) "THE MOVERS WERE CARELESS AND/OR TOO QUICK WHICH RESULTED IN SCRATCHES TO MY FURNITURE" Please note that small scratches or gouges on furniture are a common risk to moving furniture from one location to another, even with moving pads, and does not represent negligence. The movers often do their work quickly as they are working for you by the hour. The smaller the job, the less risk there is for damage. The bigger the job, the more risk there is for damage. Damage risk CAN be reduced by breaking work into smaller segments (for example: doing all the boxes and small stuff on one day, and all the furniture on an entirely separate day). However, please note that this will increase overall cost significantly.

D.) "\$1 PER POUND FOR MY TV THAT WEIGHS 10LBS BUT IS WORTH \$1,000? THAT IS HIGHWAY ROBBERY, YOU ARE A SCUMMY COMPANY!" This issue is a result of the improper belief that if a licensed and insured moving company damages something, they are liable for the damages in full. This notion is incorrect on both state and federal levels. Moving household furniture and goods is risky. There is a

natural risk that some items being shipped will be damaged and/or lost. Standard liability to moving companies is \$1/lb/item. Shipper is responsible for obtaining additional coverage through their insurance company prior to commencement of a move. This often consists of a detailed inventory along with a value report to be submitted by the shipper to their insurance company prior to the move so that an individual policy can be catered to the shipper.

E.) "IN MY INDUSTRY IF MY ESTIMATE WAS NOT ACCURATE I WOULDN'T HAVE A JOB!" We often hear this after moving costs have varied greatly from an initial estimate. Please note that estimates are just that... estimates, and often connected to very specific parameters. In this particular industry there are MANY variables that can effect the outcome of final cost... 1.) Inventory - We find that inventory can fluctuate greatly... when doing an initial walkthrough... shipper may remark that they intend to have a yard sale, estate sale, or donate/dispose of goods prior to the movers arriving. In some instances, estimator has not seen certain rooms (entire basements/attics/storage spaces) and cannot figure these items into the equation. In some instances, shipper intentionally hides or omits items! We are aware that there are certain suggestions floating around the internet stating that it is wise to "make a job seem easier" in order to obtain a low moving cost from the mover prior to starting. We do not know which states require a mover to offer a flat rate, but in NJ it is by the hour and we do not recommend hiding inventory and/or making a job seem easier in order to obtain a low estimate. A low estimate can have a high final cost. The estimator needs to take all factors into consideration when running his figures to provide the most realistic expectations for your final costs. 2.) Logistics - Logistics include both origin address and destination address. Often when we meet in advance of a move, the estimator does not yet have access to information pertaining to where the shipment will be delivered to. This may or may not have an effect on the final shipment cost. Additionally, the carrier is utilizing public roadways that adds a certain amount of variation and fluctuation to final moving cost. Public roadways have varying levels of traffic based upon weather, holidays, rush hour, delays, detours, etc. As charges are both hourly and port to port, the estimator may only be able to rely on averages and/or GPS estimates. Furthermore, many of our clients are entering into real estate transactions when they are moving with us. Weeks or months in advance, shipper nor the carrier may have access to important logistical information such as closing dates and times that may force down-time and/or storage requirements. 3.) Shipper Readiness - Our movers encounter great fluctuations in terms of shipper readiness when they arrive. They may show up one day to a home that is fully packed and ready to go. Everything is in a box, nothing is loose. All furniture is broken down and ready to go. Everything is packed neatly into the garage and ready to be loaded onto the truck. They may arrive to another house the next day, that has artwork on the walls. The lamps are still on the end tables in the living room. The beds have blankets on them. Clothing is hanging in the closets. These two scenarios account for nearly a 100% difference in final cost... yet, our estimator needs to often commit to a single "estimate" for the shipper in advance of the move. Please note that our estimator will often assume that you will be "reasonably prepared." This means... make sure boxes are packed and ready to go... nothing is loose... nothing hanging on the walls. We will take care of the furniture.... 4.) Unexpected issues - Any shipment can have unexpected issues. We may find that a single piece of furniture, for one reason or another, completely throws an estimate off. This may be an exceptionally heavy piece of furniture, or a furniture that requires significant time and effort to dis-assemble and prepare for safe shipment. Please note that estimators cannot always predict these types of situations. We may find that the access at either the origin and/or destination address is not suitable for the truck being used. Either a long-walk may be required, a shuttle, or the use of another truck all together. Again, these are issues that the estimator may not be able to predict. Please note that

our operations staff are open at all times to subtracting or adding hours prior to commencement of a move at the request of a shipper. Estimates are subjective opinions of those performing the function. The shipper is liable for actual services rendered. Page

F.) "I WENT WITH YOU BECAUSE OF THE ESTIMATE... THE FINAL MOVE COST WAS HIGHER... THAT IS ILLEGAL, THAT IS 'BAIT AND SWITCH!' The definition of bait and switch: "The action (generally illegal) of advertising goods that are an apparent bargain, with the intention of substituting inferior or more expensive goods." Our estimators take a detailed inventory when they are in your home. All pre-move inspection reports have a disclosed hourly rate. Hourly rates are generally confirmed verbally, and in writing prior to commencement of a move. Hourly rates are listed on the contract/bill of lading signed prior to starting the move. Bait and switch does not apply to the type of work we do. Surprises can be avoided by consulting with your estimator or calling us to discuss any concerns you have. This tariff which governs your move is available at all times to the shipper for review at <https://www.flemingtonmoving.com/>

PACKING & DIS-ASSEMBLY

In general, the carrier expects that everything will be ready to go by the shipper when the carrier moving crews arrive. Everything that can be boxed, should be boxed. Carrier cannot take loose items.

2.1 Packing

All packing should be done prior to the truck arriving. EVERYTHING being shipped should be off the walls and ready to go. Carrier can provide packing services, but this service should be implicitly agreed upon between the carrier and the shipper, and packers should be scheduled to come prior to moving day. A.) Dishes, glasses, etc should all be boxed and wrapped in packing paper. B.) Mirrors should be boxed and/or bubble-wrapped. C.) Paintings should be boxed and/or bubble-wrapped. D.) Any fragile glass pieces should be removed from furniture (Example: Curio cabinet, or dining room hutch) and boxed or bubble-wrapped. E.) Art-work should be boxed, bubble-wrapped or safely packaged for transport. F.) Televisions should be boxed or safely packaged for transport. Please note that if household goods are not properly prepared when our movers arrive with the truck, our movers will have no choice but to prepare them for you at no liability to the carrier as they will be unprepared and not have the proper materials. Shipper should remove from home (example: place in car), any valuables including cash, jewelry, firearms, alcohol, medications, etc. prior to the movers arriving. Shipper is solely responsible for transporting this items. Carrier is not liable in any way for the transport, damage, loss or theft of these items. Having these items in the home, or any items on the prohibited items list found in Section 6.5 shall be considered negligence on the part of the shipper and shipper shall be liable for any loss, damage (or damage to shipment due to inclusion of prohibited items) or theft in full.

2.2 Dis-assembly/Re-assembly

Generally, furniture should be taken apart and ready to go. If it is not, the movers may assist you in disassembling and re-assembling furniture. Please consider this advance warning that carrier is not liable for damage or loss resulting from dis-assembly and re-assembly of furniture. This carrier is a mover, not an installer. Remember, employees and agents of the carrier are general household furniture and office movers. Every piece of furniture we encounter is unique. We cannot guarantee dis-assembly and/or re-assembly of furniture. By allowing our movers to assist in dis-assembly you inherently agree to the terms found in Section 6.4 below.

2.3 Safes, Pool Tables, Hot Tubs, Grandfather

Clocks Carrier cannot move safes with a weight of 250lbs and up. For these types of items, carrier differs this work to a specialized safe mover. Carrier never guarantees the transport of a safe, even if inadvertently included on a pre-move inventory. Carrier may move pool tables. However, some pool tables (not all) can only be transported if our movers take them apart. If this is the case, a specialist must be brought in after the move to re-felt the pool table and balance it at no liability to the carrier. Carrier may be able to move some hot tubs. However, in general the carrier must defer this work to a specialist. Carrier shall never be liable for moving a hot tub even in the event of its inadvertent inclusion on a pre-move inspection report. Grandfather clocks should be pre-packaged prior to our movers arriving. Carrier is not liable for the malfunction of a grandfather clock. Carrier cannot be liable for any damage resulting from disassembly and/or re-assembly.

2.4 Hoists

Some items may be required to come through a window because they are too large to put through a staircase. Please note that it is a good idea to notify the carrier of this requirement prior to commencement of a move. Please note that carrier may make last minute accommodations if we encounter this requirement during a shipment, at full expense and liability to the shipper. Please note that there is a natural risk of damage to real property, or the item being hoisted and shipper is solely liable for this risk. Hoists require special equipment and 3 movers minimum to service.

2.5 Material & Equipment Costs

Shrink wrap: \$35/roll Book (small) box: \$2.00 each Linen (medium) Box: \$2.50 each Dish Barrels: \$10.00 each Wardrobe Box: \$15.00 each Pack Paper: \$50.00/bundle Mattress Bags: \$15.00/each Tape: \$5.00/roll Moving Blankets: \$300/dozen Piano Board Use: \$200.00

2.6 Mattress Bags

Please note that mattress bags are REQUIRED for shipment. Shipper should have mattress bags for mattress and box spring when movers arrive. Carrier does not provide these items unless requested prior to move and confirmed by a member of our operations staff. Please note that a price quote for mattress bags during an in-home estimate does not mean the movers will have the mattress bags the day of the move. The pre-move inspection report provided to you is not a contract, only an estimate of services required along with estimated costs and associated rates. Any damage to a mattress or box spring moved while not protected by a mattress bag is at full expense and liability to the shipper. No exceptions.

2.7 Carrier Supplied Materials Please note that carrier typically provides moving blankets, two-wheelers and four-wheelers on the truck. Anything else must be requested one to two business days before your move. Please note that estimator may have written notes on a pre-move inspection report. Please note that carrier will NOT send any of these materials by default as circumstances often change between the premove inspection and the actual move. Any materials such as boxes, pack paper, mattress bags, etc MUST be requested one to two business days before your move.

3.0 INTRA-STATE MOVING All services provided within the state of NJ shall be based upon an hourly rate. Please note that shipper is responsible for any and all payroll hours that the carrier incurs due to a shipment.

3.1 Movers, Drivers, Class-A Drivers and other Employees \$35/hr/mover

3.2 Power Units Power Unit is a term that applies to any straight truck (24ft or 26ft) or Tractor that may be used to pull a trailer. There is a 14% surcharge per power unit applicable to labor charges. This charge is to cover the cost of fuel, maintenance, upkeep and other costs associated with the power units.

3.3 Office Personnel The time of office personnel may be billed at \$35/hr/each under rare circumstances.

3.4 Minimums & Maximums Please note there is a 4 hour minimum per day for all services. There is a 14 hour maximum per day. If movers anticipate working longer than 14 hours then a hold over may be forced at the shippers full expense and liability.

3.5 Discounts Please note that carrier may offer discounts (or discounted rates). Discounts will be provided in writing. Please note that weekend or holiday moves may void discounts. Please note that a change in move date may void discounts.

3.6 Over-time & Off-Hours Work Please note that carrier often provides one-hour arrival windows. These windows may be approximate. As drivers are using public roadways that may affect schedule, carrier cannot guarantee arrival window. Typical starting windows range from an 8am to 9am, to 12pm to 1pm. Any shipment load-up or shipment off-load starting at a 1pm to 2pm window or later is considered off-hours. Any holiday may be considered off-hours. Saturdays and Sundays may be considered off-hours. Off-hour's work is performed at 1 ½ times the hourly rate for services rendered. Please note that hours worked after 8 hours in any given day may be billed at 1 ½ times the hourly rate for services rendered.

3.8 Holding Cost Disclosure Please note that the shipment split over two days versus a single day, may require approximately 50% more labor in addition to the hold fee for the truck or trailer. This difference is due to additional travel time, as well as an efficiency factor that a same day move offers.

4.0 INTER-STATE MOVING Please note that the carrier will service any state within the Continental United States. Please note that applicable hourly intra-state rates apply for load-up and offload of moving trucks/trailers. Inter-state travel shall be billed at a rate of \$5.00/mile.

4.1 Flat Rates Please note that carrier may offer a binding flat-rate quote for inter-state moves. This will generally include load up labor, transportation cost between NJ and the destination address outside of NJ (within the Continental United States) and the offload labor. Flat-rate quotes for services generally cover cost for a full 48/53-foot tractor trailer or part of that trailer (either weight or cubic footage).

4.2 Packing Services Flat-rate quote does not include packing services which are by-the-hour in association with local rates found in Section 3 plus associated material costs found in Section 2.

4.3 Shuttle Services All shipments leaving the state of NJ should be on a 48/53 foot tractor-trailer. It is important to disclose any access issues at your destination point to the carrier. Some rural areas, heavy

urban areas, gated communities, etc require the movers to bring a small truck to shuttle goods back and forth from the tractor-trailer to the destination address. This service is extra and not a part of any standard flat rate quote. Flat-rate quote does not include shuttle truck should it become necessary unless it is specifically stated in writing. Shuttle services are to be calculated by employee or agent of the carrier and is non-negotiable. Shuttle services increase the labor and equipment costs of a move considerably and average approximately \$1,500.

4.4 Overflow As stated above, most out of state moves go on a 48/53 foot tractor-trailer. In VERY rare instances, upon loading the trailer, it may be found by the carrier and the shipper that not all goods from the origin address fit in the trailer and some goods may have to be left behind to be picked up at a later time. If this is the case, the carrier is not liable for any extra expenses incurred to get the overflow to its destination point. Flat rate quotes are often bound to a certain amount of space. Carrier may offer flatrate for entire trailer. But, if it does not fit, another trailer will have to be dispatched and employee or agent of carrier will have to calculate cost of that additional trailer. This calculated cost is nonnegotiable.

4.5 Sub-Contracting & Agent Policy Carrier maintains the full right to contract agents for any portion of any operation deemed impractical to be performed by the staff or equipment of the carrier. The contracting of agents to fulfill certain portions of an operation is not to be construed as "sub-contracting the operation" as entire shipment will fall under Flemington Moving bill of lading for transport and carrier is solely responsible for any charges associated with use of these agents. Agents may be required for long-hauls (inter-state freight drivers) or offload labor in a state outside of NJ. No verbal communication or exchange between a shipper and employee/agent of carrier can diminish this right.

5.0 INSURANCE & LIABILITY Flemington Moving is a licensed and insured mover. Flemington Moving does not provide insurance to the shipper. In the event of an accident, carrier liability is limited to the shipper declaration of value of shipment on the bill of lading. Shipper must secure their own insurance.

5.1 Default Valuation \$1/lb/item Default shipper declaration of value is \$1/lb/item. This valuation is provided free of charge in any rate or estimate of services provided to shipper by carrier. By choosing this option (indicated as option A on bill of lading) the liability to the carrier is limited to \$1/lb/item. Example: 50lb table x \$1/lb = \$50 carrier liability

5.2 Upgraded Valuation \$1.25/lb/item Upgraded shipper declaration of value is \$1.25/lb/item. This will increase carrier liability to \$1.25/lb/item. This comes at an adjustment cost to shipper of \$50 per estimated 1,000lbs. \$200 for each 10x10 sized shipment. \$400 for a 24 foot truck worth of goods, or \$1,000 for a 53 foot tractor trailer worth of goods. Example: 50lb table x \$1.25/lb = \$62.50 carrier liability

5.3 Real Property Damage When moving furniture, real property may become damaged. Floors may be scratched, rugs may be dirtied. Hinges on doors may be damaged. There may be weather related damages. Moving trucks are heavy equipment. Operation of this equipment on residential property poses a natural risk to the property. Driveways may be damaged under the immense weight of a moving truck. Lawns, lamp fixtures, etc. may be damaged when trying to maneuver truck into a proper loading or offloading position. Carrier does not assume liability for real property damage as it is considered high risk due to the nature of moving. Repair of any damage incurred due to a moving operation becomes a cost of moving at sole liability to the shipper. Please note that tree branches, live wires, etc on the public

roadways leading to the shippers origin or destination and/or over any drive way on the shippers origin or destination property should be no less than 15 feet off the ground so that they do not block the driving path of our legal height vehicles which may be as high as 13'6". Please note that wires or tree branches hanging lower than 15 feet may pose a dangerous hazard to our vehicle, real property or individuals. Please note that it is the responsibility of the shipper to ensure that tree branches and wires maintain proper height requirements and carrier is not liable in any way for damage to equipment, property or individuals as a result of the shipper not maintaining proper height of wires, trees, and/or other overhangs. Carrier recommends padding doorways/frames and walls in common moving areas prior to the movers arriving to prevent scratches, gouges or holes.

5.4 Liability Exceptions A.) Carrier is not liable for any lost or damaged goods and/or boxes packed by owner. No exceptions. B.) Carrier is not liable for pre-wrapped (blanketed, shrink-wrapped, packaged, etc) furniture. Example: accepting goods from another carrier or third-party storage. C.) Carrier is not liable for damage incurred due to requested dis-assembly or re-assembly of goods. Carrier not liable for hardware loss or damage (Example: screws to a piece of furniture). If shipper does not have furniture ready to go and chooses to have movers service pieces, carrier is not liable for connections or damage resulting from dis-assembly or re-assembly. Our movers encounter numerous types of furniture by countless manufacturers and are not specialists. If hardware is left up to movers to hold onto or transport, loss is on the shipper, even in the event of alleged negligence. Even if an employee, agent or mover has assured they will keep hardware safe, it is on the shipper if this hardware gets lost. People have good intentions, but hardware DOES get lost. This is the advance warning to the shipper. D.) Carrier is not liable for goods made of particle-board. No exceptions. Particle-board furniture does not transport well and breakage is very possible/likely. E.) Carrier is not liable for goods shipped loose. F.) Carrier not liable for loss, theft, or damage of prohibited items (listed below in Section 6.5). Please note that prohibited items are prohibited for a reason. Inclusion of prohibited items may result in fines, seizure of shipment, or damage to shipment. Carrier retains right to eject or dispose of any prohibited items that may be found on shipment. Carrier retains right to open and inspect any boxes/cartons packed by owner. G.) Carrier is not liable for costs or procurement of specialists (pool table specialists, hot tub specialists, safe specialists, etc) that may be required or found to be required either pre-start of move or while move is already in progress to complete shipment or part(s) of shipment. H.) Carrier not liable to transport any one particular item whether on any inventory report or not if movers deem transport is not possible and/or dangerous/unsafe. Carrier not liable for any specialists or "other movers" brought in after move to complete transport. I.) Carrier not liable for weather-related damage. Carrier not obligated to guarantee cover or blanket-wrapping of furniture if raining and/or snowing. Shipper may request new moving date if rain or snow is in the forecast. But, if you choose to move in the rain or snow (or are otherwise forced due to legal real estate obligations) our movers will do their absolute best, but damage in some form or another is likely. This is advance notice to the shipper. No exceptions. J.) Carrier not liable for any real property damage (as described above in Section 6.3). K.) Carrier not liable for common moving scratches, dust, dirt, rubs and/or chips (generally due to settling of goods on truck against other pieces of furniture). These minimal types of damages are common/expected to some degree in moving and are generally quite easy for shipper to repair and are nearly unavoidable by carrier. L.) Carrier not liable for malfunction of electronic equipment, please note that a short circuit or mishandling of electronic equipment when packing can cause electronics to no longer work. All electronics should be properly packaged before moving. Carrier not liable for mis-packed goods. Carrier not liable for goods packed by shipper. M.) Carrier not liable for malfunction of appliances such as

refrigerators, dishwashers, washing machines and dryers. N.) Carrier not liable for any dis-connection and/or re-connection of appliances. Movers may assist shipper with dis-connections and re-connections but carrier is not liable for said disconnections and re-connections and/or any damages internal or external that may result from such dis-connection or re-connection even in the event of alleged negligence. This is your warning: if goods are not ready to go and shipper has movers from this carrier service them, damages and liability are on the shipper. O.) You may alternatively obtain your own storage space for us to deliver into. Q.) Carrier is not liable for high value items such as glass, jewelry, antiques, artwork, etc. or items worth \$100/lb or more. All jewelry, cash, medications, etc should be removed prior to the movers arriving. We are entering your home and do not want to be liable for any loss or alleged theft. This is advance warning to the shipper, if you leave your valuables laying about, the carrier cannot be liable in any way for loss or theft. Glass should be taken from all hardware and packed prior to movers arriving. Mirrors, paintings, artwork, etc should be properly packed prior to movers arriving. Movers will have no choice but to pack mirrors and glass for you if they are not ready when they arrive, and they will not be properly prepared to provide such services. Carrier cannot be liable for paintings, glass, mirrors, pictures that are not properly packed prior to the movers arrival. R.) Carrier not liable for any part (damage, loss, etc) of shipment in storage that shipper has had access to during storage term. S.) Carrier is not liable for inspection of any property. Carrier is not liable for any instance of "the truck not fitting." 53 foot tractor trailers is the standard over-the-road equipment for this. Carrier is not liable for shuttle services or long-walk requirements even in the event of alleged negligence by any employee, agent, estimator or mover. Shipper is responsible for any and all associated charges. T.) Carrier is not liable for any verbal communication between estimator and shipper. Any areas of concern should be communicated to estimator, but a follow up should be provided in writing directly to the carrier.

5.5 Prohibited Items Firearms, medications, hazardous materials, flammables, cash, jewelry, gas, fuel, liquids of any kind, live plants, alcohol, explosives, items of personal or sentimental value, perishable items, or any other items deemed illegal in nature. Carrier not liable for important documents or any other items accidentally placed into storage. Shipper is solely liable for labor required to find or obtain items out of storage.

5.6 Claims Procedure Shipper should do a walk-through prior to the movers leaving. Any accidents or significant damages should be written on the bill of lading in the designated area prior to the movers leaving. Claims for shipments within the state of NJ must be postmarked within 15 days. Please note that outside of this limited time-frame for a claim submission, employees or agents are unable to obtain a copy of your contract and will be unable to assist the shipper. A verbal report to the carrier or any agent or employee of the carrier does not constitute a submission of claim. Employee or agent of the carrier cannot submit a claim on your behalf. Claims for shipments with destinations outside of the state of NJ, but within the continental United States should be submitted in writing within 9 months from the date of delivery. Please note that claims submitted outside of this time-frame will be considered invalid and employees or agents of the carrier will be unable to obtain a copy of your contract and will be unable to assist the shipper. All claims should be submitted via the instructions on the carrier website.....If shipper is unable to access or complete the form located at this webpage, a written statement including your name, applicable shipment dates, list and description of damages with supporting photos along with estimated weight of damaged items, should be sent and post-marked within allotted time-frame to: Flemington Moving... Please note that once a claim is submitted by the

shipper, the carrier has 30 days to acknowledge claim submission. If you do not receive acknowledgment of your claim, please contact the carrier and/or resubmit the claim. Once claim is acknowledged, the carrier has 120 days to offer a resolution to your claim. Please note that a resolution is not always possible and will not always be financial in nature. Carrier is not obligated to refund shipment charges. Carrier liability limits apply. Carrier liability exceptions apply. **WARNING: DO NOT HARASS OR THREATEN EMPLOYEES OR AGENTS OF THIS CARRIER.** Please note that threats of claims, lawsuits, bad reviews, or using your position of power in association with an attempt at financial gain at the expense of the carrier is extortion and all employees and agents of this carrier are required to report such threats to management and/or governing agencies.

6.0 IMPORTANT DOCUMENTS There are several important documents that the shipper should be aware of.

6.1 Moving Tariff **Moving tariff** is a document periodically approved and on file with the New Jersey Department of Public Utilities. The New Jersey Department of Public Utilities may provide you a copy of this document. This document can change at any time for any reason and will govern your move. An updated copy of this document is also maintained on the company website. This document is important as it contains the guaranteed rates and terms of service applicable to shipments through this carrier.

6.2 Pre-Move Inspection Report This document serves as a pre-move inventory conducted by an in-home estimator or agent of the carrier. This document contains the guaranteed rates of the carrier. This document is not a bid or a contract. This document contains estimated charges for the purpose of scheduling and preparing shipper for expected costs.

6.3 Confirmation This is a document sent through email or mail that may contain confirmation of move dates, a summary of services, deposit information, guaranteed rates of service, applicable discounts, and estimate of charges. The document is not required and often sent as a courtesy to the shipper. This document is not a contract or a bid and never to be construed as such. Although this document is not required, if you do not receive this document, you may want to confirm your move with the main office.

6.4 Bill of Lading This is an important document that authorizes the carrier, "Flemington Moving" to transport goods from an origin address to a destination address. This document also serves as the contract between the carrier and the shipper. This document also serves as the transportation bill. On the reverse side of the bill is a copy of the Terms and Conditions of the shipment. The shipper must declare the value of their shipment on this document prior to commencement of the move. The shipper **MUST** sign this document prior to commencement of the move. The carrier cannot begin a shipment before this document is signed. In the event that a shipment begins without a bill of lading, such shipment shall be made at no liability to the carrier, and is at the sole risk of the shipper.

6.5 Claims Submission Form This is a document that can be provided by our employees or maintained on our website which includes all the standardized disclosures and requests that the carrier will need to fulfill a claim of loss or damage for a shipper.

6.6 Mutual Release A mutual release document shall be signed prior to any refund from the carrier to the shipper. This document effectively states that the carrier releases shipper from any future claims and liability in association with a specified shipment. The shipper shall release the carrier from any future claims or liability in association with the specified shipment. This document is often sent after a claim has been processed and the carrier is preparing to refund a shipper. Failure to return the signed mutual release within 30 days will forever release carrier from any and all liability in association with the specified shipment. Please note that this policy is to prevent liabilities from building up over time due to non-response and there are no exceptions to this policy.

TYPICAL OFFICE HOURS:

Monday through Friday 9:00am-5:00pm Except for Holidays (and, surrounding days) Please note that operations run independently from office hours and we accept moves 7 days per week/24 hours per day except on major holidays (and, possibly days leading up). Please note that weekend moves may void discounts. Please note that inter-state deliveries must be scheduled Monday through Friday only.