Mercury Moving & Storage 508-427-6683

COMBINED UNIFORM HOUSEHOLD GOODS BILL OF LADING AND FREIGHT BILL (NON-NEGOTIABLE)

| | Date: | |
|--|--------|--|
| | Truck: | |
| | Chief: | |
| | Crew: | |
| | Crew: | |

www.mercurymoving.com Boston | Newton | Woburn | Ea

| oston I New | ton I Wobui | n I Easton | | | •: | | Crew | <i>r</i> : | | | |
|---|------------------------------------|----------------|-----------------|----------------------------------|---|---|---|-----------------------|------------------|---|--|
| | | | | | | carrier to furnish transpo sachusetts Department of | | | | | |
| a part hereto | , and agrees to | pay upon deliv | ery the amoun | t set forth below | | ; Certified Check, or Cred | | nd the terms and cond | itions of the bi | ii oi Lading made | |
| SHIPPER O | | | | | | | | JOI | 3 # | | |
| | UBJECT TO | TARIFF RUI | ES AND RE | EGULATIONS | OF THE ABOVE N | NAMED CARRIER (M.D.P.U. TARIFF #31464) | | | | | |
| DRIGIN SHIPPER | | | | | | DESTINATION | | | | | |
| | 1 | | | | | CONSIGNEESTREET | | | | | |
| STREET | | | | | | CITV/7ID | | | | | |
| PHONE | | | | | | PHONE | | | | | |
| | | | | | | | | | | | |
| | | ALUATIO | | | | CREDIT CARD INFORMATION | | | | | |
| CUSTOMER'S DECLARATION OF VALUE The shipper must select one of the options below and complete the Declaration of Items of Extraordinary Value 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 | | | | | | THE SHIPPER CERTIFIES THAT A CURRENT CREDIT CARD NEEDS TO REMAIN ON FILE FOR MONTHLY BILLING OR IN THE EVENT ACCOUNT GOES PAST DUE 60 DAYS FOR ALL STORAGE OR EQUIPMENT RENTAL. | | | | | |
| | | | | | scribed in Option A. | CREDIT CARD NUMI | DED | | | | |
| | | | | | entire shipment by the evalue of the property | OLEST OARD ROMBER | | | | | |
| will be t | he least of the | following amou | nts, minus the | \$250.00 deduct | ible: The actual cash | EXPIRATION DATE (MM/YY) CW # | | | | | |
| property | y to its conditio | n immediately | before the los | | placing that property | | | | | | |
| | this coverage is | | _• | ie snipment is ø | and the | CC BILLING STREET | CC BILLING STREET & ZIP | | | | |
| | | | | | irst \$500.00 in repair. | CARDHOLDER SIGNATURE X | | | | | |
| | unts in excess The cost of this | | | will be limited to | \$0.60 per pound per | MATERIALS | QUANTITY | QUANTITY | RATE | CHARGES | |
| Declared | d value of \$0.60 | per pound per | article. There | is no charge for | this option. | | DELIVERED | USED | | omma20 | |
| Bediare | <u>a varac or goloc</u> | por pouria por | urtiolo: | io no onargo ior | and option. | Book (1.5) | | | \$2.00 | | |
| I herel | by select opt | ion (Ir | serted by S | hipper Only) | | Linen (3.1) | | | \$3.00 | | |
| Shipper's X | | | | _ | Note | Large (4.5) | | | \$3.50 | | |
| | e claims will | not be proce | ssed until a | | Date e been paid in full. | China (5.2) | N., | | \$6.50 | 4.8 | |
| Note: Damag | | - | | | | Wardrobe Rental | | | \$6.50 | | |
| | CHANGE | ORDER / | ADDITION | IAL SERVI | CES | Wardrobe Purchase | | | \$20.00 | | |
| | | | | | | Bin Rental | | | \$6.50 | | |
| | | | | | | Mirror/Picture | | | \$4.50 | | |
| | | 3 | | V | | TV Box | | | \$25.00 | | |
| | | | Shipper | 's Initials X _ | | Paper - White News | | | \$30.00 | | |
| FROM ORIGIN | ADDRESS, A | LL PROPERTY | WAS THORO | DUGHLY INSPEC | IAVE BEEN REMOVED CTED AND IN GOOD | · · · · · · · · · · · · · · · · · · · | | | | | |
| CONDITION (IN MUST BE NOTI | ICLUDING FLO | ORS, WALLS, | CEILINGS, ST | AIRCASES, ETC | .). ANY EXCEPTIONS | Tape | | | \$3.00 | | |
| DATE | | 202 | | s Initials X | 01147050 | Plastic Wrap | | | \$5.00 | | |
| DATE | Men | BOR Trucks | HRS. | RATE | CHARGES | Mattress Bag | | | \$7.00 | ¥7 | |
| | Men | Trucks | | | | Floor Protection | | | \$25.00 | | |
| | Men | Trucks | | | | Paper Pads | | | \$3.00 | | |
| | Men | Trucks | | | | | | | | | |
| | Men | Trucks | | | | | | | | | |
| | Men | Trucks | | | | | 6 | TOTAL MA | ATERIALS | | |
| | Worr | Truoko | TOT | AL LABOR | | → | | TOTA | L LABOR | | |
| | HOUR | VTDANC | | ON RATES | | | ADDITI | ONAL SERVICES | 5 | | |
| TIME | HOOM | ARRIVAL | CHIAI | TIME | | Valuation Charges | | | | | |
| START | | TIME | | OFF | | Piano/Hoist Surcharge | 9 | | | HOMBI WAS AND CREEK OF THE STATE OF THE | |
| DEPART TIME | | TIME | | TOTAL | | Crane Service | | | | | |
| TIME | | ARRIVAL | | TIME | | Table of the Control | | | | | |
| START | | TIME | 4 4 4 4 4 4 | OFF | | Parking Fees/Permits | | | | | |
| DEPART TIME TOTAL TIME END TIME | | | | Trash Disposal Fee | | | | | | | |
| | | BILLING | NFORMA | | | Third Party Services | | | | | |
| ALL CHARGE | S TO BE PAID | | | | DIT CARD BEFORE | Fuel Surcharge | | | | | |
| | | | | | RIZED ACCOUNTS. | | | | | | |
| □Credit Car | rd □Ched | k □Casl | n □Invoi | ce | | | | | | | |
| NAME (IE DIE | FEDERIT FDO | M CHIPPED) | | | | | TOTA | L ADDITIONAL S | EBVICES | | |
| NAME (IF DIF | FERENT FRO | W SHIPPEK) | | | | | | | | | |
| BILLING ADD | RESS | | | | | STORAGE CHARGES | | | | | |
| | | | | | | Pianos | | | | | |
| CITY, STATE, | ZIP | | | | | Vaults | | | | | |
| | | | | | | Oversize | | | | | |
| TELEPHONE | | | EMAIL | | | Warehouse Handling F | Warehouse Handling Fee | | | | |
| SIGNATURE | X | | | | | Valuation Charges | | | | | |
| | | | | | ER. ALL PROPERTY WAS | Final Storage Bill | | | | | |
| | | | | FLOORS, WALLS, OPERTY MUST BE | CEILINGS, STAIRCASES, NOTED HERE. | Holdover Fee | | | | | |
| , ritt ENUEP | | | | | | | ТОТ | AL STORAGE CH | HARGES | | |
| | | | | | | NI-1 | | | | | |
| SHIPPER'S SIG | NATURE X | | | | | | Note: The shipper recognizes that these represent estimated TOTAL CHARGES | | | | |
| AT DESTINATION | | O BE SIGNED | BY SHIPPER | AFTER SERVICE | S ARE COMPLETED | storage fees, and that final charges are contingent upon the actual number of storage containers and/ | | | | | |
| SIGNATURE | | | | | | | | | | | |
| X | | | | | | or oversized items contained in the | | | | | |
| CARRIER | | | | | | shipment. | | DOL | | | |
| | | | elease the Carr | ier (Piece By Piec | e) of all liability for dama | age to | | | | | |

as a result of the Shipper's (Client) request for the crew to____ __. Signature of Shipper ___

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 created 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 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. No Carrier shall be liable for damage to or loss of Pressboard, particleboard, or ready to assemble (RTA) furniture, parts, and/or hardware.
- (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.
- (e) No Carrier shall be liable for any of the following: Items of extraordinary value not listed on the high value inventory form; any of the following items not packed, crated or boxed by Piece By Piece: lamps, lamp shades, artwork, pictures, mirrors, any marble or glass items, gold leaf or plaster frames and chandeliers; items found broken in boxes that have not been packed by Piece By Piece; mechanical condition of electronic equipment including but not limited to audio/visual equipment, computers, printers; major appliances not properly serviced by a professional; missing hardware for items not disassembled by Piece By Piece; pressboard or particleboard furniture; previously damaged or repaired items; previously damaged or loose veneer; furniture where original glue has dried out; any small, loose items which are not boxed and sealed; if one item of a set is damaged, only that one item is covered, not the entire set; plants (live, dried or artificial); condition of wall if movers are asked to unscrew/attach furniture from/to walls; any damaged resulting from Piece By Piece employee(s) slipping on a driveway or pathway where shipper is obviously negligent in properly salting and shoveling.
- Sec. 2 (a) No Carrier is bound to transport the property by any particular schedule, vehicle, train or vessel or otherwise that 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 of 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 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 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 and 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 if 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 articles actually shipped.
- Sec. 9 If this proposal for service and bill of lading is issued on the order for 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.
- Sec. 11 All charges are due and shall be paid in full at the time services are rendered. If Carrier receives bank notification of non sufficient funds, Shipper agrees and authorizes Piece by Piece Movers, LLC. to apply the outstanding balance to the credit card on file plus the associated bank fees. Shipper agrees that all charges which are not so paid will accrue interest at the rate of 18% annually. Shipper further agrees, for itself and all parties benefited by Carrier's services, to promptly pay al fees and expenses of collection of unpaid balances, including but not limited to attorney's fees.
- Sec. 12 In the event that any provision of this contract is found to be unlawful or unenforceable by a court or other authority having jurisdiction, then such provision shall be inoperative, but all other valid provisions, related or unrelated, shall remain in full force and effect.
- Sec. 13 ADDITIONAL CONDITIONS: If the Carrier agrees to bill some party other than the Shipper, the Shipper remains liable for full payment of all charges in the event that any or all of the charges are not paid.