

TERMS AND CONDITIONS

1. The Shipper acknowledges that he/she has previously received a copy of this document, has had an opportunity to read it and understands its content.
2. The Company shall not be chargeable with knowledge of the contents of any containers provided by the Shipper. Although the Company shall exercise reasonable diligence and care in providing local moving services, it is understood and agreed that the Company shall not be liable for damages resulting from any of the following: early or late arrival/delivery; change arrival/delivery date; charges imposed on the Shipper relating to the use of loading docks/elevators; violations of building/complex regulations; parking citations; property damages due to the operation of the Company's motor vehicle(s); delays caused by the Company's contractors or subcontractors; the mechanical failure of the Company's motor vehicles; providential causes; acts of government; force majeure; damage to the contents of cartons or boxes packed by the Shipper; damage resulting from articles which have been left inside drawers or otherwise left unpacked; damage to items that are weak and poorly assembled/constructed; damage to items that are loose; damage to items that were previously damaged; damage to items that were assembled/disassembled by owner; damage to items which are required to be moved in a manner which is dangerous or unusual; damage to large items such as pianos, oversize couches, etc.; damage due to electrical or mechanical failure including but not limited to computers, stereo equipment, printers, copiers, fax machines, appliances, musical instruments, etc.; damage to items carried at any time during the moving process by anyone other than the Company, its agents or assigns; damage for personal injury to the Shipper resulting from the Shipper's participation in the move; damage for personal injury to any other person or animal in the move site; damage to items resulting from any person other than the Shipper of the Company, its agents or assigns being present at the move site; ordinary wear and tear to items; damage for any other unforeseen circumstances which may arise and prevent the Company from fulfilling its obligation of performance to the Shipper; damage to door jams, hallways, wall and other areas when there is not sufficient clearance or space to reasonably and freely carry or maneuver any article to a final point of placement, as designated by the Shipper; damage to items resulting from substances in any other containers provided by the Shipper; damage to items loaded by the Company in a motor vehicle or any other container provided by the Shipper.
3. The Company's limit of liability for damage to property other than that which is being moved shall be equal to an amount no greater than the insurance coverage the Company carries, less a \$500.00 deductible which the Shipper shall be responsible for.
4. It is recommended that the Shipper purchase insurance, either through the Company or a third party, to protect against loss or damage to articles and property being moved ("Goods").
5. The Company's maximum liability for loss and/or damage to Goods caused by its own negligence, and subject to the exceptions set forth in paragraph 1 above, shall be SIXTY CENTS, PER POUND, PER ARTICLE, up to a maximum of FIFTY DOLLARS PER ARTICLE.
 - (a) The Shipper may elect to increase this liability to THREE DOLLARS AND FIFTY CENTS, PER POUND, PER ARTICLE up to a maximum total liability of FIVE THOUSAND DOLLARS, subject to a FIVE HUNDRED DOLLAR (\$500.00) DEDUCTIBLE. This election will only be applicable if the Shipper initials the blank under the Limited Liability Coverage section on the front page of the Uniform Bill of Lading.
 - (b) The Shipper may elect to increase the maximum total liability set forth in paragraph 5(a) above by paying an adjusted deductible and an additional premium as determined exclusively by the Company. This election will only be applicable if all blanks on the front page of the Uniform Bill of Lading are completed with the Shipper's initials, payment of premium, and payment of cost of move.
6. The Shipper must be present during the move and agrees to notify the Company of any claims for loss, damage or delay, in writing, no later than thirty calendar days (30) from the date of delivery. Upon timely notification to the Company of any potential claim, the Shipper shall submit a claim form provided by the Company detailing the alleged loss, damage or delay. The claim form must be delivered to the Company no later than seven calendar days (7) from the date it is initially delivered to the Shipper. Failure to provide the notice or claim form on time shall result in a full and complete waiver of any claims the Shipper may have against the Company related to the move in any way. The Company reserves the right to inspect all damages and shall not be liable for any loss or damage to Goods or property which, without the Company's consent, have been discarded, repaired or otherwise compromised by the Shipper. In the event the Shipper is unable to complete the claim form and to provide the required information about a damaged item, such as its weight, the Company shall compute the weight of the item using a standard table of measurements to determine the Company's liability and final settlement of the claim.
7. In the event of loss/damage, the Company reserves the right to exercise one of the three following options to settle a properly submitted claim: a. Pay the cost of repairs, subject to the terms of the coverage plan selected by the Shipper. b. Replace the item with one of equal value, subject to the terms of the coverage plan selected by the Shipper. c. Pay a cash settlement, based upon and supported by proof of value; i.e.: sales receipts, appraisals, estimates of values by manufacturers, stores, or professional appraisers and credit card receipt, less depreciation, and subject to the terms of the coverage plan selected by the Shipper. The Company reserves the right of recovery on items which have been settled in cash, regardless of the amount paid. Payment for all goods and services rendered by the Company must be received in full prior to the Company's consideration of settlement of any claim for lost and/or damaged property or articles.
8. The Shipper agrees to pay the total charges for the services rendered by the Company, including but not limited to any unforeseen additional expenses, **at the time of delivery**. The Shipper hereby waives any right to offset any claim which he/she may have, or believes he/she has, pertaining to the Company against his/her obligation of payment to the Company for services rendered. Full amount must be paid without any deduction. Charges are payable by cash, certified check, money order, travelers check or authorized credit card (credit card must be present). Personal checks may only be accepted at the exclusive discretion of the Company.
9. The final charges for local moves are calculated at the stated rates for the actual number of men, trucks, insurance, storage charges and materials used, plus a travel time charge. The time starts at the loading location and continues until the work is completed at the final destination. The time between various job sites is considered to be part of the actual time worked. The Company reserves the right to add or subtract labor and equipment in its sole discretion.
10. Any amount owed to the Company Thirty (30) Days after final demand for payment has been made to the Shipper will be charged interest at a rate of 24%, per annum, or at the maximum rate allowed by law, whichever is greater. A charge of \$25.00 will be assessed for each check returned to the Company by the Shipper's bank for each time that it is presented and returned. The Shipper shall pay all reasonable attorney's fees and costs incurred by the Company in the enforcement of any of the provisions of this Agreement. In addition, the Shipper expressly agrees to the exclusive jurisdiction in the state identified in the Company's address on the front of the Uniform Bill of Lading, exclusive venue in the city or county identified therein. Furthermore, this Agreement shall be governed by and enforceable under the laws of the state identified in the Company's address on the front of the Uniform Bill of Lading.
11. The Company may require a security deposit to secure the equipment and date of/for the move. The deposit will be applied to the final cost of the move. The deposit is refundable at the sole discretion of the Company with no less than 48 hours (Two Full Business Days) notice.
12. The Shipper has represented and warranted to the Company that he/she/they is/are legal owners or in lawful possession of the property and has/have the legal right and authority to contract for services for all of the property tendered upon provisions, limitations, terms and conditions herein set forth.
13. All notices shall be delivered to the Company, in writing, by U.S. Mail to the address and/or telephone number stated on the front of this document.
14. This Agreement constitutes the entire agreement between the parties. If any provision of this Agreement becomes unenforceable, all of the remaining provisions will remain in full force and effect.