

PLEASE READ CAREFULLY: THIS CONTRACT FOR SERVICES IS REQUIRED BY STATE LAW, AND BY COUNTY ORDINANCE, WHERE APPLICABLE, AND MUST INCLUDE THE TERMS AND COSTS ASSOCIATED WITH YOUR MOVE. IN ORDER FOR THE CONTRACT FOR SERVICE TO BE ACCURATE, YOU MUST DISCLOSE TO THE MOVER ALL INFORMATION RELEVANT TO THE MOVE. STATE LAW REQUIRES THAT A MOVER RELINQUISH POSSESSION OF YOUR GOODS AND COMPLETE YOUR MOVE UPON PAYMENT OF NO MORE THAN THE SPECIFIED MAXIMUM AMOUNT DUE AT DELIVERY.

The total charges must be paid in full prior to delivery, by either of the following forms of payment: (1) cash, cashier's check, postal money order or (2) Visa, MasterCard or Discover. Arrangements to use a credit card must be made prior to the move date and the card as well as the cardholder must be present for authorization. Payments made in which the card is not present will incur a 5% processing fee. Personal checks will not be accepted. Card payments can only be processed in a single transaction (no splitting of payments). For customers on invoice terms, an automatic 15% gratuity will be added. All sales are final and no refunds will be issued.

CHARGES FOR SERVICE TIME: the Shipper acknowledges services will be billed on an hourly rate (unless otherwise noted), and the hourly rate for services is outlined on the order for service. **Billable time starts upon Mover's arrival and ends once final payment is complete.** Shipper must disclose all articles to be moved in order for Mover to make accurate recommendations on the number of movers and trucks necessary to carry out the services safely and efficiently. Any misrepresentation of the project during the estimation process may result in the addition of crew members or trucks. Any additional crew members or trucks added as a result of misrepresentation will be billable at the standard rates. All services are billable in increments of quarter hours (unless otherwise noted). The minimum number of service hours is outlined on the initial quote/order for service and on the Bill of Lading. Any stale service time that prevents Mover from carrying out services remains billable at the standard rate. Examples of stale time include but are not limited to: traffic, rain and other inclement weather, issues in obtaining use of any loading dock and/or service elevator, Shipper unpreparedness and any delays in obtaining access to premises, and any hindrances with collecting final payment (credit card declines, card not present, etc.)

PAYMENT TERMS: The payments for services and other charges indicated on the Order for Services and any Addenda executed in the course of the move are due and payable before the Mover relinquishes possession of your household goods. Charges for any unforeseen and unquoted services and/or materials required in the course of the move are due and payable upon delivery and receipt of the invoice. If any charges are not paid when due, a late fee in the amount of \$200.00 will accrue per day starting at 12:01 AM on the day following services that have been rendered. Payment in full is due no later than the close of service on the day of service, even when service is broken up into multiple days. Any deposit for services paid and noted on this contract will be considered liquidated damages and retained by the Mover in the event that the Shipper cancels or breaches this contract with less than 48 hours' notice with the exception to same day cancelations which are subject to a cancelation fee equal to the minimum number of service hours on the order for service plus any applicable travel charges. In the event that there are any unpaid or underpaid service charges, we will process a payment using the initial payment method used to pay the initial service deposit. By providing us with your credit or debit card details, you are providing express permission for us to store your card data with our merchant services provider for any future outstanding or unpaid balances. A variable surcharge (configured by service area) is added to the final total for all services and supplies. The service charge shall not exceed 10% of the total bill and is not state sales tax or remitted to any State or governmental entities.

CHARGEBACKS OR REVERSALS: Shipper warrants that any and all payments remitted via credit or debit card are subject to additional fees if and when a negligible dispute is presented to the card issuer by

error, with intent to defraud or misrepresentation which results in a reversal or chargeback to the Carrier. Should Carrier be subject to such chargeback/reversal, Shipper will incur administrative charges equal to 10% of the charged amount in addition to all means of recovering losses which includes but is not limited to attorney's fees, court costs, bank fees and processor charges. Shipper understands that initiating a chargeback/reversal is not a release from payment liability, and Shipper is contractually obligated to remit payment as agreed. Any loss to Carrier will be constituted as theft of services and prosecuted to the fullest extent of the law.

DISASSEMBLY & REASSEMBLY SERVICE: Mover will provide basic tools for disassembly & reassembly service. This includes a Phillips and flathead screwdriver, standard size Allen wrench and pliers. Any tools specific to Shipper's furniture will be supplied by Shipper. Simulated wood and pressboard furniture are not designed to be disassembled and reassembled. Shipper understands that this type of furniture is prone to weakening, stripping and cracking. Mover will not be responsible for any damage that occurs to pressboard or simulated wood furniture during disassembly or reassembly service. Mover is not responsible for any injury to persons or property resulting from disassembly and/or reassembly of any items as structural integrity of items may be compromised. Items that Mover will not disassemble or reassemble include, but are not limited to: appliances, cribs, trampolines, playground sets, hot tubs and billiards tables and anything else deemed unsafe by the crew.

RAIN AND INCLEMENT WEATHER: it is by choice that the Shipper may opt to continue with services during inclement weather as long as strong winds, lightning, hail or other dangerous conditions are not present. Mover is not responsible for water, wind, hail, snow or any other damage caused by said weather when Shipper agrees to continue with service. As a courtesy, Mover will pause billing for no more than 30 minutes to allow for inclement weather to pass at which time the Shipper can opt to continue to wait but the standard billing rate will apply after the 30-minute courtesy pause.

If any article is lost, destroyed or damaged while in the mover's custody, the mover's liability is limited to sixty cents (\$0.60) per pound per article, based on the actual weight of the lost, destroyed or damaged article. This is the basic liability level and is provided at no charge.

LIABILITY OF THE MOVER - RELEASED VALUATION COVERAGE: If any article is lost, destroyed or damaged while in the mover's custody, the mover's liability is limited to sixty cents (\$0.60) per pound per article, based on the actual weight of the lost, destroyed or damaged article. This is the basic liability level and is provided at no charge. Our liability is limited to articles in which we transport.

i) in the event of injury or damage to any fragile articles (articles susceptible to breaking or crushing, the Mover shall be liable for only in the amount of 60 cents per pound per article, even when such articles are both packed and unpacked by its employees and subject to the further condition that such injury or damage is caused by the Mover;

ii) The Mover may, at its sole discretion, refuse to carry any items, including, but not limited to, silverware, jewelry, currency, money, bullion, notes, securities, precious stones, species, watches, pearls, furs, documents, stamps, accounts bills, Deeds, evidences of debt, letters, manuscripts, mechanical drawings, blueprints, records or other valuable papers, or any article of extraordinary value (items valued in excess of \$100 per pound), and shall only carry such articles when specifically declared in writing and the additional valuations charges are paid by the shipper. In the event of a claim related to any such undeclared articles, the Mover shall not be liable for an amount in excess of 60 cents per pound per article, for any reason whatsoever.

iii) The Mover shall not be charged with the knowledge of the contents of containers or drawers, or condition thereof, which the shipper packed, prepared, sealed, or refused to open to allow the Mover to

inspect, and the Mover shall be liable only in the amount of 60 cents per pound per article for damage, injury, or loss to such containers or the contents thereof.

iv) The Mover's liability shall not exceed 60 cents per pound per article for the mechanical or electrical malfunction of any articles such as, but not limited to computer and computer equipment, pianos, radios, television sets, video cassette recorders, digital video disc players, barometers, refrigerators, washer, dryers, phonographs, clocks, air conditioners, whether or not such articles are packed or unpacked by the Mover. The Mover has the right, shall be immediately notified of, and given an ample opportunity to inspect all claims for damage, including any concealed or external damage to the items and original packing materials. The Mover's liability with regard to sets or matched pieces shall be limited to 60 cents per pound, repair or replacement, whichever is less of the lost or damaged pieces only, and shall not extend to repair, replacement, or recovering the entire set, but in no event to exceed the released or declared value as indicated. The Mover shall not be liable for loss or damage caused after the property has been delivered to or received by the shipper or agent acting on behalf of the shipper. Where the mover is directed to load property from a place or places at which the Shipper or its agent is not present, the property shall be at the risk of the Shipper before loading.

The Mover will not be liable for the following:

- a) To the extent not caused or aggravated by the Mover, any loss or damage caused by ordinary wear and tear, leakage, mold, mildew, termites, rodents, vermin, moths and other insects, rust, tarnish, oxidation, fumigation, heat, change in temperature, or other atmospheric conditions.
- b) Any loss or damage caused by natural deterioration, inherent vice or defect of the property or less, damage or delay contributed to or caused by acts or omissions of the Shipper, or by acts of war, terrorism, nuclear explosion or contamination, strikes, labor disturbances, fire, riots or by any acts of God, or any cause beyond the Mover's control.
- c) Any loss or damage to dwellings (commercial or residential) including exterior components (i.e siding, roofing, driveways, lawns, etc.) as well as interior components (i.e. windows, flooring, walls, doors, electrical systems, fire safety systems, plumbing etc.) in addition to mobile items on premise such as automobiles, other vehicles or any other mobile property. By inviting müv and it's agents onto the premises, the Shipper accepts complete liability for any loss or damage during service or services with the exception to items transported by the Mover unless excluded above.
- d) The Mover assumes no liability for unboxed televisions, monitors or uncrated appliances. Television and monitor boxes, as well as, crating services are offered but are a separate cost.

CLAIM FILING/LIMIT OF TIME/CLAIM SUBMISSION PROCEDURES: The Mover shall not be liable for the loss or destruction of, or damage to the goods submitted hereunder, or any part thereof, unless claim is made in writing, to the address of the Mover listed on this Contract and filed with the Mover within three days, or the minimum time afforded by local ordinance, where applicable. A claim form will be mailed to you if requested. In addition to the Claim Form, Shipper must provide Mover with photographic evidence that damage or loss did not pre-exist prior to the service or services. For information on claims status, or to report a complaint, call our office at the phone number on this Contract. Our office maintains normal business hours (8 a.m. – 5 p.m.), Monday – Friday. No suit may be instituted by the Shipper against the Mover to recover for claimed loss or damage until such action is commenced within twelve months after the date of delivery to the Mover or demand thereof is refused. Liability is limited to moving services in which a Mover's agent both loads and unloads a vehicle owned or leased by the Mover. Carrier will not assume liability for labor only services in which a Shipment is transported by a party other than the Carrier.

OWNERSHIP RIGHTS: The Shipper has represented and warranted to the Mover that the Shipper has a lawful possession of, legal right, and authority to tender all of the property herein described, and that there are and will be no liens, mortgages, or encumbrances on said property superior or adverse to the legal right and authority of the Shipper to contract for services. If there be any claims or litigation concerning the property, the Shipper agrees to pay all storage and other charges and agrees to indemnify the Mover for any costs and attorney's fees that the Mover may reasonably incur in connection therewith. The Mover shall exercise lien rights on said property for all charges and for such costs and expenses. The lien specified herein shall also cover legal expenses incurred in bringing or defending an interpleader action to determine the ownership and rights of possession of property specified in the Contract. The Mover, at its option, may bring suit for reimbursement pursuant to the foregoing provisions without further foreclosing of its lien.

MOVER'S LIEN: (a) It is agreed that the Mover shall have a lien against any and all property submitted to it or heretofore or hereafter submitted to it, and on the proceeds from the sale thereof for all charges provided herein, including without limitation claims for monies advanced, storage, transportation, interest, labor and all other charges or expenses in relation to said property, as well as any other costs incurred through the legal action, including enforcement of the Mover's lien (costs for collections, notice, advertisement of sale, actual cost of the sale, Court costs, etc.); conflicting claims of ownership, any interpleader actions arising from the bailment of the goods; or defending itself in the event the Mover is made a party to any litigations concerning the goods involved herein.

(b) All goods upon which the Mover has a lien are subject to sale at auction to satisfy any and all unpaid charges, including interest, legal representation fees, which may be necessitated by the said sale.

(c) The lien upon any and all property submitted with the Mover shall also include unpaid charges and expenses pertaining to property previously submitted with the Mover, regardless of whether the said property has been delivered by the Mover.

(d) The parties agree that in any sale conducted to satisfy the Mover lien, all property, which is subject to the lien, shall be sold. Proceeds of the sale, in excess of the charges secured by the lien, plus the cost of preserving the goods and conducting the sale, shall be remitted to the Shipper.

(e) The Mover may, at its discretion, bring suit for reimbursement pursuant to the foregoing provisions without first foreclosing upon this lien.

(f) The Mover shall be presumed to have acted in good faith and in reasonable and commercially acceptable manner when or if it seeks to enforce its lien pursuant to the appropriate provisions as outlined in Florida Statutes.

NO DISPARAGEMENT OR MISAPPROPRIATION: At no time (i.e., indefinitely) following service or services shall the Shipper (i) make any statements, or take any other actions whatsoever, to disparage, defame, sully or compromise the goodwill, name, brand or reputation of the Company or any of its affiliates doing business as müv or (ii) commit any other action that could likely injure, hinder or interfere with the Business, business relationships or its affiliates. The Shipper hereby represents and warrants that, prior to the service or services, the Shipper has not committed any of the foregoing actions described in this Section.

HARMFUL ITEMS/EXPLOSIVES/TOXANTS: Any party, directly or indirectly, submitting to the Mover any explosives or dangerous goods, without previous full written disclosure to the Mover of their nature, shall be liable for and indemnify the Mover against all loss or damage caused by such goods and such goods may be warehoused at Shipper's risk and expense or destroyed without compensation.

SUBCONTRACT RIGHTS: The Shipper is hereby notified and agrees that the Mover may elect to subcontract all or part of its services.

WEIGHT: If there are charges based on weight, the Shipper has the right to observe the weighing before and after loading. Twenty-four (24) hours advance notice must be given to comply.

INVENTORY SHEETS: Inventory sheets may be prepared only on shipments destined to storage, held by the Mover overnight (or longer), co-mingled with other shipments, or when requested in writing, by the Shipper. (Additional fees may apply when an inventory is requested)

ENTIRE AGREEMENT: The Agreement represents the entire Contract between the parties hereto and cannot be modified except in writing, signed by the Shipper and an officer of the Carrier and it shall be deemed to apply to all property of any nature or description which the Mover may now or at any time in the future pack or ship for the Shipper's account. If any paragraph or portion thereof is found to be unenforceable for any reason, it shall not affect the remainder of this Contract, then said Contract shall be fully enforceable and shall govern the rights and responsibilities of the parties. Payment of your service deposit and/or electronic signature signifies that you have read, understand and fully agree to these terms. This is a binding agreement.