



MUSCULAR MOVING MEN, LLC  
MOVING SERVICE AGREEMENT

**Please read carefully.** This is a waiver and release of liability and a waiver of certain rights in consideration for receiving certain services from Muscular Moving Men, LLC ("COMPANY"), by accepting Company's services, you (for yourself or as the duly authorized representative of your client) (collectively "you" and "SHIPPER") acknowledge and agree as follows:

**SECTION 1:** Packing, loading, transporting and unloading property creates certain risks to you and your property. In particular, property can be broken, dropped, scraped, torn, scratched, lost, etc. For example, those risks also include, but are not limited to, risks to carpets and hardwood flooring, risks of loss of valuable items like cash, checks, bonds, jewelry, deeds, coins, and stamp collections, alcohol, prescription medication, damages to fur or items lined with fur, particleboard furniture, firearms and/or ammunition, and plasma televisions. COMPANY STRONGLY RECOMMENDS THAT YOU PERSONALLY MOVE ITEMS OF SIGNIFICANT MONETARY OR PERSONAL WORTH. Further, you could be physically injured by use of property that is damaged in the move, or through physical impact with furniture, boxes, or vehicles during or after the move.

**SECTION 2:** COMPANY is not responsible for the contents of any box it did or does not pack. COMPANY'S responsibility only extends to items while in COMPANY's care and custody and terminates when COMPANY personnel leave(s) your premises. COMPANY is not liable for items loaded on, SHIPPER'S rented truck, sea container, or storage container if items arrive damaged at SHIPPER'S destination. It is also the responsibility of the SHIPPER to indicate if the truck, sea container, or storage container is not being loaded to the SHIPPER'S satisfaction. Once SHIPPER departs with its truck, sea container, or storage container, COMPANY shall have no liability for damage to the contents thereof.

**SECTION 3:** Subject to the other terms, conditions, and limitations set forth herein, the carrier or party in possession shall be liable for the payment of money in compensation for physical loss of or damage to any articles from external cause while being carried by COMPANY *EXCEPT* loss, damage, delay, or other failure of performance caused by or resulting:

- (a) From an act, omission, or order of Shipper;
- (b) From defect or inherent vice of the article, including, susceptibility to damage because of atmospheric conditions such as temperature and humidity or changes therein;
- (c) From acts or causes beyond its reasonable control, including, without limitation, war, fires, floods, accident, earthquakes, inclement weather, telecommunications line failures, electrical outages, network failures,

governmental regulations or controls, casualty, strikes or labor disputes, terrorism, civil commotion, pandemics, epidemics, local disease outbreaks, public health emergencies, communicable diseases, quarantines, acts of God, in addition to any and all events, regardless of their dissimilarity to the foregoing, those deemed to render performance impracticable or impossible under the law, or other similar or different occurrences beyond the reasonable control of COMPANY.

**SECTION 4:** COMPANY shall not be liable for delay caused by highway obstruction, or faulty or impassable highways, or lack of capacity of any highway, bridge or ferry, or caused by breakdown or mechanical defect of vehicles or equipment, or resulting from any cause other than gross negligence of COMPANY. COMPANY shall not be bound to transport by any particular schedule, means, vehicles, vehicle or otherwise than with reasonable dispatch.

**SECTION 5:** If for any reason other than the fault of COMPANY, delivery cannot be made at the address shown on the face hereof, or at any changed address of which carrier has been notified, COMPANY, at its option, may cause articles contained in shipment to be stored in a warehouse selected by it at the point of delivery or at other available points, at the cost of the owner, and subject to a lien for all accrued tariff charges.

**SECTION 6:** Transporting home appliances or preparing them for use after transportation is dangerous and could result in injury or damage. COMPANY is not responsible for damages on appliances such as refrigerators, freezers, washers and dryers that do not fit through a standard doorway. It is the SHIPPER'S responsibility to have doors removed from a refrigerator that does not fit through a standard doorway prior to move. In particular, appliances may be installed improperly and result in flooding, electrocution, or fire. COMPANY STRONGLY RECOMMENDS THAT YOU HIRE A PROFESSIONAL SERVICE PROVIDER TO INSTALL ALL APPLIANCES AND COMPANY DISCLAIMS ANY AND ALL RESPONSIBILITY RESULTING FROM SUCH INSTALLATION. You acknowledge that installation of home appliances is SHIPPER's responsibility and not COMPANY'S. If Shipper elects to request that COMPANY install such item(s), SHIPPER assumes any and all risks attendant thereto waiving any right to claim damages from such events.

PERTAINING TO APPLIANCES ONLY, you for yourself, your heirs, successors, executors, and subrogates, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMINIFY AND HOLD HARMLESS COMPANY, its directors, officers, agents, employees and volunteers from and against any and all claims, actions, causes of action, liability, suits, expenses (including reasonable attorney fees) for damages to my appliances, property, or person, resulting from COMPANY'S NEGLIGENCE during the move, or resulting from an improperly installed home appliances.

**SECTION 7:** As a condition precedent to recovery, a claim for any loss or damage, injury or delay, must be filed in writing with carrier within ten (10) days after delivery. You agree that you may not bring any claim for lost or damaged items more than (10) ten days after the move date. By bringing a claim, you agree to cooperate with any and all requests of COMPANY that it

deems reasonable to investigate your claim. Once a claim has been received by the COMPANY and COMPANY (or its agent) has sent a proposed resolution, SHIPPER has 10 days to accept or respond to proposed resolution or claim will be closed and SHIPPER waives any rights against COMPANY related to the facts underlying the claim. If a claim or resolution has been accepted by SHIPPER, COMPANY has 90 days to pay SHIPPER.

**SECTION 8:** COMPANY shall not be liable for “Ready to Assemble Furniture” made of engineered wood and paper laminate finish, including but not limited to particle board such as furniture manufactured by: IKEA, Target, Bush, O’Sullivan, Sauder, etc. due to the inherent risk and sub-standard structural integrity of this type of furniture. Furniture of this nature is not intended to be transported after initial assembly.

**SECTION 9:** COMPANY reserves the right to inspect claimed damage to any item prior to a claim being accepted. Additionally, COMPANY reserves the right to attempt repair of said item at COMPANY’S discretion. If said item is deemed unrepairable and requires replacement, damaged item will become possession of COMPANY. If shipper completes own repair without company having been given opportunity to address claim through own recommended course of action, shipper will forfeit opportunity to receive basic liability coverage by company. Opportunity to address a course of action means having received a correctly completed damage claim form from shipper within 10-day period after move and period and no less than 10 days once the form is received.

**SECTION 10:** This section applies to moves going into storage facilities not belonging to COMPANY, containers and other units intended for storage of items. The COMPANY is unable to protect items with the COMPANY’S own blankets and protective padding due to the fact the items are going into storage for an extended time period. It is the responsibility of the SHIPPER to furnish the COMPANY with an adequate amount of blankets and other protective padding to properly protect the stored items. It is the responsibility of the SHIPPER to make note of any damages that may occur at the time the unit is being packed. It is also the responsibility of the SHIPPER to indicate if the unit is not being packed to the SHIPPER’S satisfaction. After items are professionally packed into the storage unit, it is at the SHIPPER’S risk of damage to move items around within the storage unit. Due to factors outside of the COMPANY’S control, no claim for damage will be considered if it is brought about after the initial move into storage.

**SECTION 11:** Payment is due in full at the completion of the job. If customer avoids making full payment at the completion of the job, Muscular Moving Men will charge, and is hereby authorized to charge, the full balance to the credit card with which the job was reserved. COMPANY reserves the right to collect estimated remaining job total commencing upon unload of items on truck. If customer is unable/unwilling to make full payment, this may result in items being stored by the COMPANY until payment is made in full. SHIPPER will be charged, and be obligated to pay, a storage fee at the then current daily rate (based on labor, materials, overhead, and other factors) commencing from and including the date of the move. In addition to all other remedies available under this Agreement or by law, the COMPANY may refer claims for unpaid amounts to one or more collections agencies and/or institute legal proceedings to

recover its damages. The COMPANY shall be entitled to recover from SHIPPER all costs of collections including, without limitation, court costs and reasonable attorney's fees and expenses.

**SECTION 12:** COMPANY is not responsible to driveway or other packing surfaces that may be unstable or inadequate to support the moving truck(s) onsite. It is the responsibility SHIPPER to provide an adequate and sustainable surface for COMPANY to complete relocation upon. Such surfaces include but are not limited to: pavers, dirt, concrete, asphalt, wood or any other material that COMPANY must drive upon to properly complete relocation. No claim or restitution will be made by COMPANY if ground/driveway requires repair once relocation is complete.

**SECTION 13:** COMPANY is not responsible for disassembling/re-assembling grandfather clocks. It is the responsibility if the SHIPPER to properly remove weights, pendulum, and any other contents of said clock so that COMPANY may complete relocation of item. SHIPPER assumes all liability when requesting COMPANY handle removal of previously mentioned contents. It is the responsibility of the SHIPPER to tune/adjust clock once relocation at sole expense of SHIPPER.

**SECTION 14:** SHIPPER understands that any pianos moved by COMPANY will need to be retuned upon arrival and costs associated with tuning will not be paid for by COMPANY.

**SECTION 15:** The following items are considered a hazard and cannot be moved by COMPANY: pots or planters filled with soil; flammable items like propane tanks and open alcohol bottles; stone or marble items over 3 feet in diameter; cleaning products.

**SECTION 16:** For hourly domestic and intrastate relocations, Muscular Moving Men has a two (2) business day cancellation policy in which the 3 hour minimum (ex. \$396 for standard 2-man rate) would be retained and non-refundable if a cancellation is made within this (2) business day time frame. If packing materials are purchased with your move, the additional cost of supplies will also be charged as part of the deposit at the time the reservation is made. If a cancellation is requested in writing prior to two (2) business days of the moving date (for example, notifying Muscular Moving Men of cancellation by the end of the day on Monday for a move scheduled any time on Thursday), the 3hr minimum charge would be refunded in the method with which the move was reserved.

For flat rate, interstate and international relocations, refundable cancellations must be made earlier than seven (7) days prior to the scheduled relocation. If SHIPPER fails to notify COMPANY of its cancelation prior to seven (7) days of the commencement of relocation then the deposit shall be non-refundable and retained as earned by the COMPANY.

**SECTION 17:** Except to the extent covered by additional liability coverage available for an additional charge (e.g., Lean & Mean Package), COMPANY is not responsible for basic damage to walls doorways, entry ways, doors, overhangs, lights, fans, sconces, etc. that may be within shippers residence. Basic damage can be defined as minor scuff marks, dings, scratches, sweat

stains, dirt marks, hand prints, wrinkles in leather couches and or chairs from being padded and wrapped or rubber banded etc. that can be considered normal “wear and tear” within the scope of relocation. Negotiating items within the confines of residence brings inherent risk and is the responsibility of the shipper. Notwithstanding anything else to the contrary herein contained, COMPANY shall not be liable for any such damages.

**SECTION 18:** Muscular Moving Men professionals have a general knowledge of basic disassembly and re-assembly within a customer home, office, apartment, storage, etc. Examples of items for which Muscular Moving Men disclaims any and all liability in connection with disassembly/transportation/re-assembly include, but are not limited to: air mattresses, compressors and other components of sleep number, tempurpedic or other motorized, air inflated or water beds. Electrical components including components including lighting, sound, power of any kind, etc. are the responsibility of the shipper. SHIPPER shall disconnect these electrical components prior to company attempting moving or disassemble. COMPANY is not liable for any claim involving the foregoing. It is in the best interest of the shipper to have a specialist familiar with the above-mentioned items make items make items ready for transport. If customer elects to request company to attempt this service, customer assumes all risk associated therewith and shall not seek to hold the company responsible.

**SECTION 19:** COMPANY strongly recommends SHIPPER make arrangements to transport their own flat screen TV. If SHIPPER requests COMPANY transport flat screen TV (including but not limited to plasma, LED, LCD), they do so at their own risk and SHIPPER must adhere to the following guidelines: (1). TV will be transported by SHIPPER in vehicle of SHIPPER’S choosing and COMPANY will not handle TV. (2). TV will be pre-boxed by SHIPPER- if SHIPPER request COMPANY box TV on their behalf they do so at their own risk, and hold harmless and release COMPANY from any and all liability. (3). TV will be crated by professional crating company either selected by SHIPPER or on recommendation from COMPANY. (4). If SHIPPER refuses previously mentioned options customer releases, holds harmless COMPANY from liability when transporting TV on truck. SHIPPER agrees and understands that it is in their best interest to transport their own TV.

**SECTION 20:** COMPANY requires that mattresses and box springs must be transported in mattress bags or boxes. If SHIPPER elects to not have mattresses and box springs transported in bags or boxes, SHIPPER releases COMPANY of all liability and no claim will be considered when brought forth for damage resulting from relocation. COMPANY can provide mattress bags and are available for purchase.

**SECTION 21:** Notwithstanding anything else to the contrary, except to the extent you purchase additional liability protection (e.g., Lean and Mean Package, or the Muscle Up Package), the COMPANY’S potential liability is subject to the following limitations:

- (a) Except for IT related goods (computers, servers, etc.), the COMPANY’S MAXIMUM LIABILITY shall be the lesser of (a) \$0.60 per pound of weight of the damaged item, up to \$50.00 maximum amount per article; or (b) the dollar

amount of the actual loss or damage to the item, as reasonably determined by COMPANY. Under no circumstances will the COMPANY be liable for damages greater than \$0.60 per pound of weight of the damaged non-IT item up to \$50.00 per article.

- (b) For IT related goods, the COMPANY'S MAXIMUM LIABILITY shall be the lesser of (a) \$5.00 per pound of weight of the damaged item; or (b) the dollar amount of the actual loss or damage to the item, as reasonably determined by COMPANY. Under no circumstances will COMPANY be liable for cumulative damages exceeding \$100,000 for IT-related goods.

The weight-based coverage described above apply by default only in the event carrier deems item to be missing or a "total loss", in its discretion. If an item is not determined by the company to be a total loss, but is intact and functional, the COMPANY will make a loss of appearance judgment and pay the amount determined (but not more than the maximum amounts described above). COMPANY reserves right to make all damages value determinations based on repair cost estimate submitted by COMPANY-approved technician and/or submitted photos from SHIPPER.

**SECTION 22: ADDITIONAL OPTIONAL LIABILITY PROTECTIONS.** COMPANY makes purchase of a repair ("LEAN & MEAN PACKAGE") and full replacement value ("MUSCLE UP PACKAGE" or "FVP") protection packages available to shipper for premium. In event that SHIPPER does not properly select valuation options and make payment by credit card or debit card in advance for said coverage- coverage will default to the basic liability protection of \$0.60 per pound per article. Repair Package covers certain nicks, scratches and dings in walls and furniture. If damage exceeds nicks, scratches or dings, then the coverage will default to the basic liability protection of \$0.60 per lbs, up to the maximums referenced above. FVP is the most comprehensive plan available for protection of your goods. If any article is lost, destroyed, or damaged while in COMPANY's custody, COMPANY will, at its option, either (1) repair the article to the extent necessary to restore it to substantially the same condition as when it was received by COMPANY, or pay you for the cost of such repairs; or (2) replace the article with an article of like kind and quality, or pay you for the cost of such a replacement. If an item is in working condition and not deemed a total loss and not repairable, a loss of appearance judgement will be made at COMPANY's discretion. Under FVP, all items are covered based on their weight, with a maximum of \$2,000 per item and \$100,000 in total per shipment. Items of extraordinary value are not covered unless explicitly listed on move manifest.

**SECTION 23. STORAGE SERVICES.** Customers seeking to store their property with the COMPANY will be charged the applicable fee on a per vault basis, which may vary based on the size of the vault, oversized items and duration of reservation. Additional charges may apply. All storage fees are subject to change, from time to time, in the COMPANY'S discretion, taking into account the cost of materials, labor, market pricing, and other factors COMPANY deems relevant. The COMPANY reserves the right to charge a deposit and/or require advance payment (earned upon receipt) at the time reservation is made. If payment is not received by the COMPANY for

three (3) consecutive months, the COMPANY will take commercially reasonable steps to contact the customer using the contact information last provided by the customer, including for example by telephone call, text message, email, and/or letter. If we are unable to reach the customer and resolve the payment issue within a reasonable period (as determined by the COMPANY), the COMPANY may discard or liquidate the contents of the vault or oversized space without notice in its discretion.