



MUSCULAR MOVING MEN, LLC
MOVING SERVICE AGREEMENT

Please read carefully. This is a release of liability and a waiver of certain rights in consideration for receiving certain services from Muscular Moving Men, LLC. ("Company"), you agree to the following Waiver and Release:

I acknowledge that packing, loading, transporting and unloading property creates certain risks to my person or client. In particular, property can be broken, dropped, scraped, torn, scratched, lost, etc. including risks to carpets and hardwood flooring, as well as risk of loss of cash, checks, bonds, jewelry, deeds, coin, 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, me or my client could be physically injured by use of property damaged in the move, or through physical impact with furniture, boxes, or vehicles. I further understand that 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. COMPANY will not accept a claim and is the SHIPPERS responsibility to have doors taken on 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. I acknowledge that installation of home appliances is my personal responsibility and not Company's. PERTAINING TO APPLIANCES ONLY, I for myself, my 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 or person, resulting from COMPANIES NEGLIGENCE during the move, or resulting from an improperly installed home appliances. Not with standing, the foregoing, I acknowledge Company is only responsible for \$0.60 per pound of damaged or missing items WITH A MAXIMUM LIMIT OF LIABILITY OF \$50 per article or \$5.00 per lb for IT related goods WITH A MAXIMUM LIABILITY OF \$100,000. Additionally, I have had the opportunity to seek a higher degree of protection through Company. I agree that I may not bring any claim for lost or damaged items more than (10) ten days after the move date. By bringing a claim, I agree to permit Company any reasonable means to investigate my claim. Once a claim has been received and a resolution is sent, SHIPPER has 10 days to accept or respond to resolution or claim will be closed. If a claim or resolution has been accepted by SHIPPER COMPANY has 90 days to pay SHIPPER. I further acknowledge that Company is not responsible for the contents of any box it did not pack. And, Company's responsibility only extends to items while under its care and custody and terminates when it leaves the premises. COMPANY will also not be responsible and is not liable for items loaded on SHIPPERS rented truck, sea container, or storage container if items arrive damaged at SHIPPERS 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 liability for damages terminates.

SECTION 1: The carrier or party in possession shall be liable for physical loss of or damage to any articles from external cause while being carried EXCEPT loss, damage or delay 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 hostile or warlike action in time of peace or war or seizure or destruction under quarantine or custom regulations; confiscation by order of any government or public authority; or risks.
- (d) From Acts of God.

In addition to the foregoing, to the further following limitations on the COMPANY'S liability; the COMPANY'S maximum liability shall be: the actual loss or damage but exceeding sixty (60) cents per pound of weight of any lost or damaged article when the shipper has released the shipment to COMPANY, in writing, with liability limited to sixty (60) cents per pound per article. Only in the event that an item being claimed for damage is deemed to be a total loss shall be limited liability coverage of \$0.60/lb. come into effect. Surface scratches, dings, chips, issues that do not affect negatively the integrity of the item or cause it to be unusable do not qualify as total loss issues and shipper understands that items being moved shall be tightly packed into moving van possibly resulting in items making contact resulting in normal wear and tear. IN order to receive the \$0.60/lb. basic liability coverage afforded by COMPANY, it must be deemed that the item being claimed is in fact at "total loss". COMPANY reserves right to make the determination of item being total loss. In the event that an item is not deemed to be a total loss, COMPANY will issue reimbursement or provide repair at dollar amount deemed to be reasonable based on level of damage. This amount will never exceed \$0.60/lb. basic liability coverage. In the event that an item is not deemed to be a total loss- A loss of appearance judgment will be deferred to based on a reasonable level of repair time and/or defacing of said item. Company reserves right to make determination based on repair estimated submitted by company approved technician and/or submitted photos from shipper. The sixty cents per pound per article coverage will take effect in the event carrier deems item to be Total Loss or Missing. A loss of appearance judgment may be determined at carrier discretion in event that items is intact and functional.

SECTION 2: 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 from any cause other than gross negligence of COMPANY, nor shall COMPANY be bound to transport by any particular schedule, means, vehicles, vehicle or otherwise than with reasonable dispatch.

SECTION 3: If for any reason other than the fault of COMPANY, delivery cannot be made at 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 is 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 4: 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.

SECTION 5: 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 6: 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 will be defined as 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 7: 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 COMPANIES control, no claim for damage will be considered if it is brought about after the initial move into storage.

SECTION 8: Payment is due in full at the completion of the job. If customer avoids making full payment at the completion of the job by methods described as, but limited to, postdated checks, partial payment, etc. Muscular Moving Men will 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 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. Storage will be charged at \$100 per day, commencing from and including the date of the move.

SECTION 9: 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. Situation 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 10: 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 11: 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 12: 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 13: Muscular Moving Men has a (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 (2) business days of the moving date, the 3hr minimum charge would be refunded in the method with which the move was reserved (ex. Notifying Muscular Moving Men of cancellation by the end of the day on Monday for a move scheduled any time on Thursday). This cancelation policy also pertains to flat rate, interstate and international relocations. COMPANY cancellation policy pertain pertaining to flat rate, interstate and international relocations is 7 days and as follows- If SHIPPER fails to notify COMPANY of intent to cancel relocation within 7 days of commencement of relocation deposit is retained and NON-REFUNDABLE.

SECTION 14: Muscular Moving Men 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. No claims for this said damage will be honored by Muscular Moving Men.

SECTION 15: Muscular Moving Men professionals have a general knowledge of basic disassembly and re-assembly within a customer home, office, apartment, storage, etc. Items that Muscular Moving Men does not accept liability of errors occurring from disassembly/transportation/re-assembly including but are not limited to: air mattresses, compressors and other components of sleep number, temperpedic or other motorized, air inflated or water beds. Electrical components including components including lighting, sound, power of any kind, etc. Is the responsibility of the shipper to disconnect these elements prior to company attempting moving or disassemble and no claim brought forth by shipper citing the above mentioned issues will not be considered. It is in the best interest of the shipper to have a specialist familiar with the above-mentioned items make items ready for transport. If customer elects to request company to attempt this service they do so at their own risk

SECTION 16: 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 their 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, hold harmless and release COMPANY from 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 17: 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 18: LOSS OF APPEARANCE. The sixty cents per pound per article coverage will take effect in the event carrier deems item to be Total Loss or Missing. A loss of appearance judgment may be determined at carrier discretion in event that items is intact and functional.

SECTION 19: FULL VALUE PROTECTION. COMPANY makes purchase of valuation ("FVP" or "MUSCLE UP PACKAGE") available to shipper for premium. In event that SHIPPER does not properly select valuation options and make payment by means of cash, or credit card in advance for said coverage- coverage will default to Sixty Cents per Pound per Article. 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 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.

In the event that an item is in full working condition and not deemed a total loss and not repairable, a loss of appearance judgement will be made at COMPANY's discretion. Under Full (replacement) Value Protection, 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.