

Household Goods Moving Services Contract

(1) Section 1 - General Provisions.

(A) For the purposes of this Contract, the following terms will mean:

(i) Leaders – Leaders Moving & Storage Co.

(ii) Customer - the owner of the household goods shipment or their representative.

(B) Changes to the moving service contract are not valid unless agreed to in writing by Leaders and the Customer.

(C) Leaders will transport shipments with reasonable dispatch. Reasonable dispatch requires the transportation of a shipment within a reasonable timeframe, except when circumstances beyond Leaders control, force majeure, prevent or delay transportation.

(D) Moving services contracts must comply with all other applicable laws of the State which Leaders office resides that is handling the shipment.

(2) Section 2 - Cargo Liability Provisions. Leaders shall be liable for physical loss of or damage to any articles from external cause while being carried or held in storage, except loss, damage, or delay caused by or resulting:

(A) From an act, omission, or order of the Customer, including damage or breakage resulting from improper packing by the Customer.

(B) From defect or inherent vice of the article, including structural integrity and susceptibility to damage because of atmospheric conditions such as temperature and humidity or changes therein. Leaders shall not be liable for "Ready to Assemble Furniture" made of engineered wood and paper laminate finish, such as furniture manufactured by; Bush, O'Sullivan, Sauder, Ikea, etc., due to the inherent risk and sub-standard structural integrity of this type of furniture.

(C) From Acts of God, including, but not limited to rain, wind, flood, hail and/or sun damage.

(D) From spoilage, deterioration, contamination, freezing, rusting, extremes of temperature, shrinkage, evaporation, loss of weight, changes in color, flavor, finish or texture unless any of them shall be caused by fire or overturn of the vehicle.

(E) From mechanical or electrical derangements of pianos, radios, phonographs, clocks, refrigerators, television or video equipment, computers and their peripheral devices, automatic washers or other instruments or appliances, unless evidenced by external damage to such equipment and unless caused by perils not otherwise excluded.

(F) Leaders will not be liable for loss or damage caused by dangerous or explosive goods unless the Customer notifies Leaders, in writing, of the nature of the goods and Leaders agrees, in writing, to the transportation of these goods.

SUBJECT, in addition to the foregoing, to the further following limitations on the Leaders liability:

1. Leaders maximum liability shall be the either actual DEPRECIATED VALUE or REPLACEMENT VALUE, FULL VALUE or RELEASED VALUE for loss or damage as elected by the Customer on the face hereof, not exceeding the amount declared by the Customer on the face hereof.

2. Leaders shall not be liable for jewels, jewelry, gems, precious metals, gold, silver or platinum articles, watches, precious stones, pearls, furs or garments trimmed with fur, comic books, baseball cards, currency, money, documents, tickets, deeds, manuscripts, blue prints, plans, specifications, or other valuable papers, bullion, bonds, notes, stock, stock certificates or other securities, accounts bills, bills of exchange, evidence of debt, credit cards, stamp-postage, stamp collections, revenue.

3. Where replacement or total loss payment of a damaged article(s) is made by Leaders, they at their sole option, have the right to salvage of the damaged article(s). Disposing of damaged article (s) prior to Leaders consent will void Leaders liability.

4. In the event of loss to any article or articles which is/are part of a set, the measure of loss to that article or articles shall apply only to the value of the piece or part that incurred the loss giving consideration to the importance of said articles, but in no event shall that loss be construed to mean loss of the total pair or set.

5. Leaders reserves the right to appoint a vendor of our choosing to assess and/or make repairs when we are responsible for damaged items. Leaders' liability will be limited to our selected vendor's estimate only and will not extend to any additional costs should the customer choose the services of another vendor.

6. Leaders shall not be liable for any claim that would arise from connecting or disconnecting any water inlet line, disposal line, plumbing fixture or valve of any sort. The Customer understands that Leaders is not a plumbing professional. If needed, or requested as a courtesy Leader will assist with the understanding that Leaders shall not be held liable.

(3) Section 3 - Claims Provisions.

(A) A written claim must be filed by the Customer within 60 days of delivery of the shipment to the final destination. In case of failure to make delivery, then a written claim must be filed by the Customer within 60 days after a reasonable time for delivery has elapsed.

(B) Leaders is not liable for any claim that is not filed within 60 days of the delivery of the shipment to the final destination or a reasonable time for delivery has elapsed for shipments that were not delivered.

(C) In order for any claim to be considered, all monies due to Leaders from the Customer must be paid in full.

(D) The customer is responsible for the deductible selected as identified in the Valuation Coverage section on the face hereof.

(4) Section 4 - Payment Provisions. The Customer must pay for services rendered unless the Customer and Leaders agree prior to services rendered.

(A) Any waiting time due to the customer's negligence or timeliness will be subject to an additional pro-rated hourly charge.

(5) Section 5 - Provisions for Shipments Not Delivered.

(A) Leaders may place a shipment of household goods into storage if the Customer is not available for delivery of the goods as scheduled.

(B) The cost of such storage is the responsibility of the Customer of the household goods.

(C) A shipment of household goods placed in storage is subject to liens for storage, freight, and other lawful charges.

(D) Leaders must issue written notice of the storage of the household goods to the Customer at each address shown on the moving services contract within three days of placing the goods in storage.

(E) If the Customer refuses to accept or does not claim the household goods within 15 days of the written notice of storage, Leaders may begin the process of selling the goods at public sale and must give written notice of the public sale to the Customer at each address shown on the moving services contract.

(F) The moving services contract does not prohibit the sale of the goods under any other lawful manner if the method set out in the contract cannot be reasonably accomplished.

(6) Section 6 - Severability Provisions. If any term of this Contract is held by a court of competent jurisdiction to be invalid or unenforceable, then this Contract, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.