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TERMS & CONDITIONS OF AGREEMENT MOVING ORDER, CONTRACT & INSURANCE ORDER

A. \$.60 per pound per complete articles or no more than \$50.00 per article - whichever is less. No extra charge coverage included in contract. A \$1000.00 deductible applies.

B. If DECLARED VALUE is indicated in the Schedule of Insurance in the Certificate of Insurance: The Company shall be liable in the event of loss for no greater proportion thereof than the amount hereby insured bears to 100% of the actual cash value at the time of such loss. Cost \$0.30 per \$100 of value. A \$1000 deductible applies.

C. If FULL VALUE is indicated in Schedule of Insurance in the Certificate of Insurance: The Company shall be liable in the event of loss for no greater proportion than the amount hereby insured bears to 100% of the replacement cost or repair costs (whichever is less) of the property insured hereunder at the time such loss shall happen. Cost options: \$0.40 per \$100 of value. (\$5,000 deductible). \$0.67 per \$100 of value (\$1,000 deductible), \$1.00 per \$100 of value (\$500 deductible).

ACKNOWLEDGEMENT OF CONTRACT AND ORDER FOR INSURANCE

I hereby acknowledge that I have read and understood the entire moving contract and insurance order and I agree to all of the terms. I hereby request the company to procure insurance to cover the full value of the entire load referred to in this agreement and agree to pay such insurance at the following rates _____ per \$100.00 of Value, I hereby declare the full value of the property to be \$ _____. I understand that a \$ _____ deductible on all claims.

1. THIS IS THE MOVING CONTRACT - It covers only the articles and services listed.

2. LIABILITY OF COMPANY - We are responsible only for our own negligence. We assume no liability of any kind of loss or damage to goods caused by moth or other infestation, rust, deterioration, an Act of God, an act of governmental agency or public enemy, driveways that can not support the weight of our trucks, or other causes beyond our control. We are not responsible for damage or breakage to items made of pressed wood. Our responsibility is further limited to \$.60 per pound complete article - or no more than \$50 per article - whichever is less. A \$100.00 deductible applies on all claims.

3. INSURANCE - NOTICE: PLEASE BE ADVISED THAT THE PURCHASER SHOULD

OBTAIN ADEQUATE INSURANCE TO PROTECT THEM FROM LOSS OR DAMAGE OF GOODS. The company does not insure goods for the account of the owner. If you request it, we will procure insurance for your benefit. You must state the full value of the property to be moved. Ask us about rates.

4. FRAGILE ARTICLE - We are responsible for damage to fragile articles only when our employees pack, move, and unpack them.

5. CONTENTS OF CONTAINERS - We are not responsible for the contents of drawers, containers or other items of similar nature.

6. APPLIANCES - We are not responsible for the electrical and/or mechanical function of pianos, computers, radios, television sets, phonographs, clocks, refrigerators, washers, and dryers or other instruments or appliances, Whether or not our employees pack them. We recommend major appliances be serviced by a qualified service company.

7. WEAR AND TEAR - Ordinary wear and tear in handling is not our responsibility.

8. DELIVERY - We will make every reasonable effort to complete delivery. We are not responsible if physical conditions or other special circumstances prevent completion. If we cannot deliver the goods in the ordinary way - by stairs or elevator - there will be an extra charge for hoisting, lowering, shuffling, or other labor or equipment necessary. We will charge our current hourly rate for waiting time caused by lack of sufficient elevator service or other causes beyond our control. If no authorized person is present to accept goods at the agreed time, or if orders are incomplete, we will deliver the goods at your risk and expense, using reasonable judgment.

9. TERMS OF PAYMENT - All charges due upon receipt. Driver will collect before final delivery of goods at destination. If, for any reason, this matter is referred for collection, customer is responsible for all costs, including but not limited to agency fees, attorney fees or forty percent of the amount of our claim, and court costs.

10. DELIVERY FROM STORAGE - There will be additional charges for moving from storage and final delivery. All charges strictly certified funds prior to delivery.

11. CLAIMS - All claims must be made in writing within ten days after delivery and accompanied by paid receipt of all charges due company. We have the right to inspect and repair allegedly damaged items.

12. CANCELLATION OF SERVICE(S) & REFUNDS - In the event if we cancel your booked service(s) with us for any reason(s) we will refund 100% of your deposited amount of money. However if you are the one that is requesting a cancellation of a job(s)/service(s) that

you already booked with us for any reason(s) we will deduct minimum of \$60 or 20% of your deposited amount of money or whichever is greater no exceptions.

13. IF goods are moved into storage, the terms and conditions of the Warehouse Receipts Act of the Uniform Commercial Code apply. You should ask to complete a separate warehouse receipt and inventory.

14. TERMS - CASH: 1 1/2% per month charges on balances over 30 days: 18% annual percentage rate.

15. CUSTOMER MUST PAY CASH IN FULL AFTER COMPLETING THE JOB TO OUR MOVER IF THE JOB IS OVER 8 HRS CUSTOMER MUST PAY \$37.50 AN HOUR FOR EACH MOVER MEN!!!

16. AGREED CUSTOMER(S) PAYS OUR MINIMUM CONTRACT EVEN IF THE JOB TAKES A LOT LESS TIME TO BE COMPLETED THEN AN HOUR. THE CLOCK STARTS TICKING ON THE HOUR ONCE OUR MOVERS LEAVE OUR OFFICE. IF THE JOB TAKES JUST FEW MINUTES OVER THE HOUR THEN CUSTOMER MUST PAY FOR THE FULL NEXT HOUR'S RATE IN THE AGREED AMOUNT. NO EXCEPTIONS. PAYMENTS ARE CASH ONLY ONE TIME FUEL FEE MIGHT APPLY TO DESTINATIONS OVER 10 MILES AS A MANDATORY CHARGE. FUEL CHARGES DEPENDS ON THE DISTANCE TRAVELLED AND USUALLY AGREED BEFORE HAND

17. AGREEMENT - If you agree with these terms, this shall become a contract for services at the rates stated and will represent the entire agreement of the parties hereto. It shall apply to all additional services rendered by the company for the owner. Only an officer of the company, owner or partner has power to modify the terms and conditions of this contract, and then only in writing. We shall not be bound by any other promise or representation.

18. I have completely read the whole agreement and I understand that by hiring **Joy's Moving & Delivery Service** my items are NOT covered under any insurance unless I prepay for insurance at **Joy's Moving & Delivery Service** for the job/items for a small fee you can get movers insurance or you might be covered under your home owner's insurance please check with your home owner's insurance agent if you need to. You can also do a Google search for movers insurance. Our Policy Do NOT Cover your items unless you buy insurance from us therefore we can NOT be held responsible for any damages to any items during a job or transportation of your items from point A location to point B location. I understand that I hire Joy's Moving & Delivery Service for a moving labor/maid or for any other services they offer at my own risk. They will do their best to keep my items as safe as possible during the whole progress of moving, packing cleaning and transporting progress. However accidents still occur and if that ever happens I will NOT hold Joy's Moving & Delivery Service Responsible in Any Ways. It is my responsibility to take the appropriate action beforehand I will abide with all the terms

and conditions of this agreement policy I understand there are NO EXCEPTIONS!!!

19. Additional Hand Written Agreement Notes As Follows Listed in Details Below:

I HEREBY AGREE TO THE TERMS AND CONDITIONS LISTED IN THIS AGREEMENT

PRINT NAME: _____

CUSTOMER SIGNATURE: _____

DATE: _____ / _____ / _____

Number of Movers: _____

START TIME: _____

END TIME: _____