



TERMS AND CONDITIONS

1.LIABILITY OF THE MOVER: (A) Notwithstanding the valuation declared, the Mover's liability shall not exceed 60 cents per pound per article for any of the following:

- i.** In the event of injury or damage to any fragile articles (articles susceptible to breakage or crushing), the Mover shall be liable only in the amount of 60 cents per pound per article, subject to the further condition that such injury or damage is caused by the mover. In those moves, where the customer has purchased valuation protection and such fragile articles are both packed and unpacked by the mover, the sixty cents per pound limitation would not apply, 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 currency, money, bullion, notes, securities, precious stones, species, silverware, jewelry, 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 delacred in writing, and the additional valuation charge are paid by the Customer. 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 Customer packed, prepared, sealed, or refuses to open to allow the Mover to inspect, and the Mover shall be liable ony in the amount of 60 cents per pound per article for damage, injury, or loss to such containers or the contents thereof; or
- iv.** The Mover's liability shall not exceed 60cents per pound per article for the mechanical or electrical malfunction of any article such as, but not limited to computers and computer equipment, pianos, radios, TV's , digital video players, barometers, refrigerators, washer, dryer, phonographs, clocks, air conditioners, whether or not such articles are packed or unpacked by the Mover.

(B) The Mover has the right, shall be immediately notified of, and given an opportunity to inspect all claims for damage, including any concealed and/or external damage to the items and the original packing materials.

(C) The Mover's liability with regard to sets or matched pieces shall be limited to 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.

(D) The Mover shall not be liable for loss or damage caused after the property has been delivered to or receipted for by the consignee or Customer or the authorized agent of either.

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(E) Where the Mover is directed to load property from (or render any services at) a place or places at which the Customer or its agent is not present, the property shall be at the risk of the Customer before loading.

(F) The Mover will not be liable for the following:

- i. To the extent not caused or aggravated by the Mover, any loss or damage caused by ordinary wear and tear, leakage, mold, mildew, termites, rodent, vermin, moths and other insects, rust, tarnish, oxidation, fumigation, heat, change in temperature, or other atmospheric conditions; or
- ii. Any loss or damage caused by natural deterioration, inherent vice or defect of the property, or loss, damage, or delay contributed to our caused by acts or omissions of the Customer, or by acts of war, terrorism, insurrection, nuclear explosion or contamination, strikes, labor disturbance, fire, riots, or by any acts of God, or any cause beyond the Mover's control.

(G) Where the shipment has been released to the Mover at a value not exceeding 60 cents per pound per article as per declaration of value on the face hereof, it is agreed that said property be moved, packed, shipped, forwarded, or otherwise handled with the Mover's liability limited to 60 cents per pound per article. All the liability in excess of 60 cents per pound per article is solely the Customer's responsibility with respect to any damage, loss or delay for any reason whatsoever.

(H) Where the shipment has been released to the Mover at a value in excess of 60 cents per pound per article as per declaration of value on the face hereof, and in consideration of the additional charge for such value scheduled thereon, it is agreed that the Mover's liability shall not exceed the cost of repairing or replacing the property lost or damaged with materials of like kind and quality, whichever is less, not exceeding the actual cash value of the property at the time and place of loss, with due allowance for depreciation or deterioration however caused, but in no event shall the Mover's liability for all loss and damage to the Customer's property exceed the value declared by the Customer in writing, on the face hereof.

2. TERMS OF PAYMENTS: The Payments for services and other charges indicated on the Estimate/Order for services and any Addendums executed in the course of the move are due and payable before the Mover relinquished possession of the Customer's household goods. Charges for any unforeseen and un-estimated services or materials required in the course of the move are due and payable upon presentation of invoice. If any charges are not paid when due, interest at the maximum rate allowable by the laws of the State of Florida will be charged on all such unpaid balance. Where the Customer's move is billed to an employer or a party other than the Customer, the Customer is liable for all Mover charges if that employer or other party fails to make payments as promised. It is agreed-between the Mover and the Customer that a deposit for services to be rendered as specified on the face of the Contract will be treated as liquidated damages and retained by the Mover in the event that the Customer cancels or breached this Contract for any reason.

3.STORAGE ACCOUNTS: (A) Any part of all of said goods and chattels to be delivered to said Customer can be initiated only upon receipt of written orders or return of warehouse receipt at the option of the Mover, which delivery instructions signed by the Customer.

(B) Any changes of address of the Customer, to be valid and binding to the Mover, must be provided by the Customer or their agent to the Mover, in the writing, and acknowledged in writing by the Mover.

(C) No transfer of ownership of these goods will be recognized unless entered on the books of the Mover, on the warehouse receipt and upon all charges being paid.

(D) The rates as stated in this contract cannot be raised for 12 months. After which, they can only be raised in accordance with local rates for all applicable Customers.

(E) Storage charges will be prorated to the end of the month. All subsequent storage charges will be billed and due on the first of the month. When goods remain in storage for a fraction of a month, a full month's storage will be charged.

(F) There will be a labor charge made for placing goods in storage and taking them out. All labor utilized for access to goods, unloading, unpacking, replacing and piling shall be charged at the current rate for such service. A charge will also be made for the use of the dock facilities of the Mover, by vehicles other than its own, at the current rate for such service.

(G) Reasonable advanced notice is required for access to or delivery of goods. This is subject to the availability of labor and equipment.

(H) All the Terms and Condition on both sides of the contract, shall apply to any goods hereinafter stored for this account.

4.OWNERSHIP OF GOODS: The customer has represented and warranted to the Mover that the Customer has a lawful possession of, legal right, and authority to render all of the property herein described, and that are and will be no liens, mortgages or encumbrances on said property superior or adverse to the legal right and authority of the Customer to contract for services, if there be any claims or litigation concerning the property, the Customer agrees to pay all storage and other charges, and agrees to indemnify the Mover for all costs, expenses, and attorney's fees that the Mover may reasonably incur or become liable to pay in connection therewith. The Mover shall have a lien 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/or right 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.

5.MOVER'S LIEN: (A) It is agreed that the Mover shall have a lien against any and all property tendered to it or heretofore or hereafter tendered 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 legal action, including enforcement of the Mover's lien (cost for collections, notice, advertisement of sale, actual cost of sale, Court costs, ect); conflicting claims of ownership: any interpleader action arising from the bailment of the goods; or defending itself in the event the Mover is made a party to any litigation 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 as hereinabove provided which charges are not paid when due, plus the expenses for preservation of the goods reasonable attorney's fees, which may be necessitated by said sale.

(C) The lien upon any and all property tendered with the Mover shall also include unpaid charges and expenses pertaining to property previously tendered with the mover, regardless of whether 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 sale, in excess of charges secured by the lien, plus the cost of preserving the goods and conducting the sale, shall be remitted to the Customer.

(E) The Mover may, at its option, 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 a reasonable and commercially acceptable manner when or if it seeks to enforce its lien pursuant to the appropriate provision of the States Uniform Commercial Code as adopted in Florida, and/or relevant Statutes.

6.SERVICES TO TENDERED GOODS: Should the Mover, in its sole discretion, determine that moth-treating fumigation or other treatments or handling of all or any portion of the goods moved or stored hereunder is necessary for the protection of the goods, it may tender such additional service and add its charges therefore to the amount payable for the Customer hereunder.

7.CLAIM FILING / TIME LIMIT / COMPLAINT PROCEDURES: The Mover shall not be liable for the loss or destruction of, or damage to the goods tendered hereunder, or any part thereof, unless claim is made, in writing, to the address of the Mover listed on the front of this Contract and Filed with the Mover within thirty (30) days, or the minimum time afforded by local ordinance, where applicable. A claim form will be mailed to you, if requested. Our office maintains normal business hours (9 a.m.-5 p.m.), Monday-Friday. For information on the status of a claim, or to report a complaint, call our office at the number on the front of this Contract. No suit may be instituted by the Customer against the Mover to recover for claimed loss or damage unless such action is commenced within twelve months after the date of delivery to the Mover or demand thereof is refused.

8.INSURANCE – BENEFITS TO BAILEE: The Mover, or any party liable on account of loss of or damage to any of the property tendered, pursuant to the terms of this Contract, shall have the full benefit of any insurance that may have been affected upon or on account of said property, so far as this shall not void the policies or contracts of insurance, PROVIDED that the Mover reimburse the claimant for the premium payment thereon.

9.HARMFULL ITEMS: Any party, directly or indirectly, tendering to the Mover any explosives, hazardous, 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

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goods, and such goods may be warehoused at Customer's risk and expenses or destroyed without compensation.

10.DELIVERY: The Mover will make reasonable efforts to complete delivery and is not responsible if physical conditions or other special circumstances prevent completion. If the Mover cannot deliver the goods in the ordinary way (by stairs or elevator), there will be an extra charge for hoisting, lowering, or other labor or equipment necessary. The customer must make advance arrangements for elevators or other services and pay any charges. The Mover will charge for waiting time caused by lack of sufficient elevator services or any other causes beyond the Mover's control. If no authorized person is present to accept goods at the agreed time, or if orders are incomplete, the Mover will deliver the goods at the Customer's risk using reasonable judgement.

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

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

13.INVENTORY SHEETS: Inventory sheets are 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 Customer. (Additional fees may apply when requested by the Customer.)

14.ENTIRE AGREEMENT - SEVERABILITY: The agreement represents the entire Contract between the parties hereto and cannot be modified except in writing, signed by the Customer and an officer of the Mover, and it shall be deemed to apply to all property of any nature of description which the Mover may now or at any time in the future pack or ship for the Customer'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.