

**TERMS & CONDITIONS**

**Our Proposal:** Unless otherwise specified, the Estimate contained in **TMS's** Proposal for Services is valid for ninety (90) days from the date of issue. Our estimate covers **only** the articles and services listed and otherwise stated: our estimate **does not** include insurance, **inspection** fees, taxes or charges payable to government agencies. Final costs and charges of your move is based upon the actual time worked and the actual material used unless a specified firm fixed price is agreed upon by both parties within the proposal for service.

**Payment conditions:** An established amount on estimate is due on or before the move date **unless** credit terms have been established. For any future moves and upon completion and submittal of a credit application payment terms of Net 15 will apply. 1.5% per month interest will be added to invoices 16 days or more past due. If for **any** reason this matter is referred to collection, the client shall be responsible for all costs, including but not limited to, agency fees, attorney fees not less than forty (40%) of the amount due and court costs.

**Mechanical/Electrical:** TMS personnel are not responsible for the derangement of or damage to mechanical equipment or systems, computers, IT equipment, servers, **audio/visual** equipment, and parts thereof, electronic office equipment, or **like** articles, **unless** due to negligence by TMS personnel as evidenced by external damage.

**Scope of service changes:** Any changes that are requested by the client regarding **time/equipment** schedules must be made no later than 72 hours prior to moving day. Any changes made within 72 hours prior to the move date may result in additional costs. Overtime rates may be **charged** for any such changes when the service crews are already on overtime from previous work or when the request causes overtime for upcoming work which TMS cannot recover. The Client **also** agrees there is no guarantee **last** minute changes can be performed. The Client is responsible for charges resulting from changes in the size, scope **and/or** conditions of the move. All prices are quoted with the

assumption that applicable access areas are provided for use with no interruption in the flow of goods - especially elevators. Any non-moving use that occurs during the relocation may result in additional time and **costs**. All parking areas must be free of cars to allow access for large trucks. **All** regulated parking meters must be covered or reserved by the client. Any significant changes in weather or traffic that cause a delay in estimated time may result in additional costs. **All** applicable elevators must be reserved by the client through building management and have controls available for crews. A qualified elevator repair firm or technician should be placed **on call** by client for all applicable moving times. All rented crates or equipment **should** be returned within 14 days from the delivery. Any material not returned **will** be charged **at** the stated rates.

**Claims:** Must be filed in writing by the client within 10 days after completion of the services. Under no circumstances **will** the amount of the claim be **withheld** or short paid from any balance due reflected on the invoice. Full payment of all charges due to TMS shall be a condition precedent of the client's right to file any claim. TMS **has** the first right to inspect and repair allegedly damaged **items**.

**Unforeseen contingencies:** TMS is not responsible for unforeseen contingencies **and** for problems that occur from "good faith" service attempts made by TMS in response to **clients** request that exceed moving and storage services **and/or** not outlined in the proposed scope of services. This includes services normally performed by a tradesman or contractor in areas **seen as** specialized skills. All estimates are based upon exclusive use of elevators and **loading** areas. TMS is not responsible for **delays** such as those resulting from construction activity, elevator failure or **non-exclusive** use of the elevator **and/or** limitations or restrictions to access areas necessary for TMS to perform services.

**Liabilities of company:** TMS assumes no liability of any kind for loss or damage to property caused by or resulting from an Act of God, any acts of governmental agencies, public enemy, delays, early or late shipments, or other causes beyond our control. TMS liability is further limited to the valuation coverage selected by the Client in accordance with the VALUATION provisions set forth below. TMS does not insure goods or property on behalf of the customer. Only items packed by TMS are covered by valuation. TMS **RECOMMENDS THAT THE CLIENT OBTAIN ADEQUATE INSURANCE TO PROTECT AGAINST LOSS OR DAMAGE OF PROPERTY.**

**Agreement:** By signing this agreement, the Client **having read** and understood the terms and conditions pertaining to the services proposed within and this shall become a **contract for service** of the **stated** within, with Turn-Key Moving Solutions, Inc. ("**TMS**")

CLIENT SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE (Commercial Clients) \_\_\_\_\_ PRINTED NAME: \_\_\_\_\_

CLIENT AGREES TO STANDARD VALUATION: Turn-Key Moving Solutions, Inc. assumes liability for damages to all items handled by our personnel during the course of providing moving services. Its liability is limited to the sum of .60 per pound per item for furniture and \$5.00 per pound per item for electronics unless the client has requested greater valuation at the agreed upon rate for Replacement Valuation.

Standard Valuation: I hereby release my property at the declared value of \$ .60 per pound per item not to exceed \$50.00 per article for furniture and \$5.00 per pound per item for electronics with a \$100.00 deductible at no additional charge per the terms and conditions of this contract.

Client Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

CLIENT AGREES TO ADDITIONAL VALUATION: Loss or damage will be adjusted for the depreciated value of your property at the loss, based on the lesser cost to repair or replace with property of like kind and quality. Adjustment will not exceed the declared value listed below. Minimum valuation is \$20,000. The additional premium for this coverage will be reflected on your final invoice.

Declared Value\$ \_\_\_\_\_ Premium: \_\_\_\_\_ Deductible \_\_\_\_\_

Client Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_