



IMPORTANT NOTICE

The rates herein quoted are to be applied on the actual number of hours, actual weight, or actual number of other units of measurement (irrespective of any estimate), and supersede any previous rate quotation, estimates or representations concerning charges to be assessed. The quotations have been made in good faith and are correct to the best of our knowledge. If, however, any rate herein quoted should be found to be in conflict, American Moving's current rate will supersede any rate quotation herein made.

TERMS AND CONDITIONS

Sec. 1. OWNERSHIP OF PROPERTY: The customer has represented and warranted to American Moving that he or she is the legal owner or in lawful possession of the property and has the legal right and authority to contract for services for all the property tendered, upon provisions, limitations, terms and conditions herein set forth and that there are no existing liens, mortgages or encumbrances on said property. If there is any litigation as a result of the breach of this clause brought by any party, customer agrees to pay all charges that may be due together with such costs and expenses including attorney fees which American Moving may reasonably incur or become liable to pay and American Moving shall have a lien on said property for all charges that may be due them as well as for said costs and expenses.

Sec. 2. PAYMENT:

(a) Payment for local moves is **due upon completion of each day of service**. Payment may be made by cash, local personal check, business check, or Visa, MasterCard or Discover.

(b) A credit card must be made available to charge \$100.00 per day of service schedule (\$300.00 for moves West of Jefferson County) should there be a cancellation within three (3) business days of scheduled work. If cancellation is within 24 hours of the scheduled move, the customer will be charged for two (2) hours of service.

(c) The following services are considered extra, may require additional work, and will be charged accordingly. American Moving reserves the right not to perform these services unless previously arranged: Limited access driveways requiring smaller trucks; Use of a 4WD truck or shuttle truck; Disconnection and/or reconnection of appliances; Breakdown and/or setup of treadmills or other exercise equipment, partition walls, and/or desk components; Packing and crating services as ordered and/or required; Hoisting service; Window removal; Door and door jamb removal or installation; Swing set or trampoline dismantling and reassembling.

(d) Clearing of snow and ice from driveways and/or walkways, or any access way needed by American Moving to support a safe work environment will incur additional costs of at least \$100 to offset materials and additional liability.

Sec. 3. LIMITS OF LIABILITY OF THE COMPANY:

(a) This contract is accepted subject to delay or damages caused by war, insurrection, labor troubles, strikes, Acts of God or public enemy, riots, the elements, street traffic, faulty or impassable roadways, lack of capacity of any roadways, bridges, or ferries, breakdown or mechanical defect of vehicles or equipment, elevator services or other causes beyond the control of the company.

(b) American Moving is not responsible for any fragile articles injured or broken, unless packed by its employees and unpacked by them at the time of delivery and in no event shall the company be liable except for its own negligence.

(c) American Moving will not be responsible for mechanical or electrical functioning of any articles such as, but not limited to, pianos, radios, clocks, televisions, computers, copiers, refrigerators, air conditioners, stereos, barometers or other instruments or appliances, whether or not such articles are packed or unpacked by the company.

(d) American Moving is NOT responsible for the following items under any condition: Plants and or their containers, including clay or ceramic pots; Lamps not packed in boxes and/or crated by American Moving; Contents of furniture or boxes packed by owner; Damage recurring in same place on items previously repaired; Damage to pavement or driving surface resulting from truck; Items becoming locked during move, requiring a



locksmith to unlock, i.e., files, safes, etc.; Waterbed/airbed mattresses; Jewelry, stamps, cash, coins, bonds, securities or other negotiable instruments; Plumbing connections for refrigerators, dishwashers, washing machines, hot tubs, etc.; Glass and/or stone items, such as shelves, tabletops, and glass inserts not boxed by American Moving; Particle board, laminate, or pre or home assembled knock down furniture; Fish tanks, pictures and lamps unless packed by American Moving; TVs not crated by American Moving; Pets.

(e) American Moving shall not be responsible for loss of or damage to any article contained in drawers, or in packages, cases or containers not packed and unpacked by the employees of American Moving unless such containers are opened for American Moving inspection and then only for such articles that are specifically listed by the customer and are received for American Moving or its employees or agents.

(f) In the event American Moving shall be requested by the customer to engage in the services of others with respect to the transportation, repair, cleaning or servicing of any article, the company shall act as agent for the customer and shall not be liable for any damage arising out of such services rendered by others and shall not be liable for failure to execute any instructions except for such instructions that are in writing and acknowledged in writing by American Moving. In the event the goods are delivered to another carrier, American Moving shall not be liable for loss or damage for any cause to said goods unless exception is noted in writing on the delivery receipt of American Moving when delivery is made.

(g) At no time will American Moving be liable for damages to walkways, driveways, landscaping, etc. caused directly or indirectly by activities related to clearing snow and ice such as, shoveling, ice breaking, and spreading sand, salt, ice melt or the like.

Sec. 4. TIME FOR FILING CLAIMS:

(a) As a condition precedent to recovery, claims must be filed in writing with American Moving within seven (7) calendar days after delivery of property and suit or arbitration, in accordance with the provisions of this contract, must be instituted within six (6) months from the day when notice in writing is given by American Moving to the customer that American Moving has disallowed the claim or any part thereof.

(b) Claims are only accepted after full payment is made.

(c) When claims are not filed, nor suit or arbitration instituted in accordance with the provisions of this contract, American Moving shall not be liable for such claims and such claims will not be paid.

Sec. 5. REPLACEMENT COVERAGE:

(a) The customer's shipment will be transported under American Moving's full (replacement) value level of liability. If any article is lost, destroyed or damaged while in American Moving's custody, American Moving 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 American Moving, or pay the customer for the cost of such repairs; or 2) replace the article with an article of like kind and quality, or pay the customer for the cost of such a replacement. All coverage has a one-time \$100 deductible. This deductible is NOT per item claimed. Claims not made in writing and received by American Moving within seven (7) days of delivery will be denied.

(b) **"Inventory of items Valued in Excess of \$20 Per Pound per Article"**. American Moving's liability for loss of or damage to any article valued in excess of \$20 per pound will be limited to \$20 per pound for each pound of such loss or damaged article based on actual article weight, not to exceed the declared value of the entire shipment, unless the customer has specifically identified such articles for which a claim for loss or damage is made on the work order on moving day.

Sec. 6. CONTROVERSY OF CLAIM: This contract shall be governed by the laws of the state of Colorado. Any controversy or claim arising out of or relating to this contract, the breach thereof, or the goods affected thereby, whether such claims be found in tort or contract shall be settled by arbitration before one arbitrator procedurally under the rules of the American Arbitration Association, provided, however that upon any such arbitration the arbitrator may not vary or modify any of the foregoing provisions. The cost of arbitration will be paid by the party asserting the claim. Venue for any arbitration will be in Colorado.

Sec. 7. AGREEMENT: The contract and any agreements or work orders specifically reference herein represents the entire agreement between the parties hereto and cannot be modified except in writing and shall be deemed to apply to all the property whether household goods or goods of any other nature or description which American Moving may now or any time in the future pack, transport, store, or ship for the customer's account.