

Simple Moves Contract

This Contract is entered into by (Customer Name) (“customer” or “you”) and Simple Moves, Inc.

Arrival Times:

When scheduling a move, Simple Moves will give you an estimated window of arrival. We will use all reasonable efforts to make sure we are there within that window. If we are running early or late, we will call you as soon as possible to let you know. Please make sure we have a phone number to get in touch with you on moving day. Even if, despite our efforts, we arrive later than the estimated time, there are no corresponding discounts given.

Charges:

Travel: We have a travel charge to get employees from our office to where we start the job, then from the end of the job back to the office. You were told at the time of scheduling your move an estimated travel charge. If we need to make more than one trip to complete the job, you will incur only one travel charge, absent extraordinary circumstances. If your pick up location or drop off location change, or if the amount of men needed change, your travel charge will be adjusted.

Hourly: The hourly charge is based upon how many movers are needed to do your move. You were told an estimated charge when scheduling your move. If more men are needed, your hourly charge will change. The hourly charge starts when our movers arrive at the job and ends when we have completed what you had asked us to do at the time of scheduling. After the first hour we bill in 15 minute increments, this is the hourly rate broken into quarters. 5 minutes into the next quarter hour, we charge for a full quarter hour.

Extra: There may be an extra charge for any large, cumbersome, extremely heavy, fragile or disposal of items. The movers will let you know if there is an extra charge before they move the item or items.

Flat: - The customer service person that scheduled this job has determined this rate by the information that was provided to him or her. If the movers find that there are more items to move, extra heavy, extra fragile, or assembly or disassembly is needed the flat rate may change. The movers will let you know ahead of time.

Trucks: - At Simple Moves, we use smaller trucks for smaller jobs, that is the reason we ask for a detailed list of the items that you need to have moved. There is never any guarantee that all of your items will fit into one load. If more than one trip is needed, you are only charged the travel charge one time, but you are charged the hourly rate from the time that we arrive until we are finished.

Packing: - If we have been hired to pack belongings for you, our same hourly rates apply, plus any packing material that has been used. Please ask the office about packing material prices. We charge separately for packing materials and packing supplies used for this job.

Payment:

The credit card number that was used to reserve the move is only used to reserve a time slot. If you were to cancel your move, change the date or time of your move, you must do that before two business days before the day of the move, or there will be a non refundable \$50.00 charge. The final payment is due in full at the end of the move, by cash, check or credit card. The credit cards that we accept are Master Card, Visa, and Discover and American Express.

The movers will present you with a bill at the end of the move. If you are moving items into storage, if we are loading a truck for you or if there is any other reason that we will not have a permanent address for you in the area, the only payment that we can accept is cash or credit card. (Please have a wide denomination of bills if paying by cash, as our movers do not carry change).

If you are paying by check, we require proof of identification, current phone number, current address, and social security or driver license number on all checks. (We do not accept starter checks) We have a \$25.00 return check fee, plus any other cost incurred in attempting to collect payment.

If a check is returned, then you authorize Simple Moves to charge the credit card you provided for the amount of the move, plus a \$25.00 fee.

If we do not receive payment in full on the day of the move, you authorize us to charge the credit card you provided us when you scheduled the move for the full remaining amount of the invoice.

Damages:

Simple Moves hires and trains all of our own employees. Our movers are equipped with the proper equipment and training to do your “Simple Move”. Though damages happen very infrequently, and our movers try their very best to move all of your belongings safely, from time to time, damage may occur. If by chance there were to be damage, you must pay the full amount you owe Simple Moves before Simple Moves will honor any damage claim.

Simple Moves is responsible for items in boxes or any type of container only if we have packed it ourselves. Any items that have been packed, wrapped, or padded that we are unable to verify had not been previously damaged, we hold no responsibility for.

If an item was damaged due to the negligence of a Simple Moves employee, then Simple Moves will pay the customer for the cost of repair. The foregoing notwithstanding, if the cost of repair exceeds the fair market value of the item, then Simple Moves will pay the customer the item’s fair market value at the time it was damaged.

Instead of receiving a sum in the amount of the lesser of the cost of repair or fair market value, Simple Moves may choose, in its discretion, to have the item repaired or replaced by a company of its choice.

The customer must report damage to Simple Moves’ office within 48 hours from the time of the move, or no claim will be honored. Please check all items after they have been moved.

Impossibility and Impracticability

If Simple Moves is unable to perform your move as scheduled, due to circumstances outside of Simple Moves’ control, such as the inability to fit an item through a doorway or an item being too heavy or large to move, then you may still be charged for Simple Moves’ times and travel costs associated with attempting the move.

General Information:

Many people ask if the movers can receive tips. Yes, if you believe your movers did a good job, any tips are appreciated.

Simple Moves will not disconnect any gas appliances. •Simple Moves cannot transport any inflammable or hazardous substance.

We are not responsible for dirty or soiled carpets; we do carry carpet shields that are for sale.

The customer agrees to remove breakable items from dresser drawers before the move. The customer agrees to remove all items from desk drawers and lateral file cabinets before the move.

If Simple Moves is loading or unloading a truck or storage unit, it is responsible only for the items while they are in Simple Moves' immediate care. •Simple Moves is not responsible for the contents of the boxed items which it has not packed. If we feel an item cannot be moved safely due to circumstances beyond our control, we will have you sign a release liability before moving these items. Some of these items include particle board or pieces with preexisting damage. •We ask you to check the truck when the movers are finished, to make sure that none of your belongings were left on it. If you think that something is missing, you must call the office within 48 hours.

Publicity and Use of Images

Customer gives permission for Simple Moves to use and to publish on its website and promotional materials photographs and descriptions of the customer's property and photographs of before, during, and after the move. The customer waives any legal or equitable claims against Simple Moves, its owners, agents, and employees, for the use and publication described in this paragraph.

Rights and Remedies

In the event of litigation between the parties for disputes arising out of this Agreement, claims for unpaid amounts, or claims for negligence, that litigation shall be brought only in the Circuit Court of the County of St. Louis, Missouri, and the parties consent to the jurisdiction and venue of such courts. In such litigation, the prevailing party shall be awarded its costs and attorneys' fees, in addition to any damages and equitable relief the court awards.

Water and Gas Lines

You should disconnect all water and gas lines from all items you wish Simple Moves to move before Simple Moves arrives. If Simple Moves needs to disconnect a water line before moving an item, we will do so. However, you agree to waive any claims against Simple Moves for consequential and incidental damages arising out of or relating to Simple Moves' disconnecting water lines. This waiver includes damages you may incur for property damage, loss of use, labor costs, income, business, and reputation. Simple Moves cannot disconnect any type of gas line.

Governing Law and Forum Selection:

Missouri law shall govern this Agreement. If any sentence, paragraph, clause, or combination of the same in this Agreement violates Missouri law, then that sentence, paragraph, clause, or combination of the same shall be forfeited to the extent that it is unlawful, and the remainder of this Agreement shall remain binding upon the parties.

In the event of litigation between the parties for disputes arising out of this Agreement or otherwise, claims for unpaid amounts, or claims for negligence, that litigation shall be brought only in the Circuit Court of the County of St. Louis, Missouri, or the United States District Court for the Eastern District of Missouri, and the parties consent to the jurisdiction and venue of such courts. In such litigation, the prevailing party shall be awarded its costs and attorneys' fees, in addition to any damages and equitable relief the court awards.

Severability and Interpretation

Whenever possible, each part of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any part of this Agreement is held to be invalid or incapable of being enforced, then all other conditions and provisions of this Agreement shall remain in full force and effect. The customer agrees that any court or other body that construes this Agreement, to the extent necessary to avoid any unenforceability, shall reform such part of this Agreement to the minimum extent necessary to make it enforceable in accordance with the intent of the parties expressed herein. The parties also agree the court shall not construe any ambiguity against the drafter.

Miscellaneous

This Agreement is the entire agreement between the customer and Simple Moves, and supersedes all prior representations or agreements. This Agreement may be amended or supplemented only in writing and signed by both the customer and Simple Moves. This Agreement is made under the internal laws of Missouri without reference to choice of law rules and is binding on the successors, heirs, and assigns of the customer and Simple Moves.

Customers Name: _____ Job Number: _____ Date of Move: _____

Movers Requested: _____ Hourly Rate _____ Other Amounts _____

I have read, understand, and agree to all terms listed above.

Customers Signature _____ New Phone _____

New Address _____ City _____ Zip _____

Address of Payee: _____ City _____ Zip _____