



PACK AND LOAD CONTRACT

Subject to Terms and Conditions printed below

CUSTOMER NAME _____
 Address _____
 City _____ ST _____ Zip _____
 Home Phone _____ Cell _____
 Email _____ Agent _____

Instructions / Notes _____
 Form of Payment _____

LABOR CHARGES (Hours are to the nearest quarter)

DESCRIPTION	No Men	Start Time	End Time	Less Meals/ Breaks	Hours	Rate	CHARGE
Baker Move	5	11:30AM	4:00PM	00:30	4 Hours	\$250/Hr	\$1,000.00

EQUIPMENT USE / RENTAL (dollies, walkboards, etc)

DESCRIPTION	QTY	RATE	CHARGE
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PACKING CONTAINERS

DESCRIPTION	QTY	RATE	CHARGE
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PACKING MATERIALS

DESCRIPTION	CHARGE
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OTHER SERVICES

TRIP FEE	CHARGE

This contract (including terms & conditions printed below) constitutes the complete agreement between the customer and the contractor. This contract may not be orally amended. Any changes must be in writing.

TOTAL LABOR CHARGES	
TOTAL ADDITIONAL SERVICES	
TOTAL OTHER SERVICES	
TOTAL CHARGES DUE	

Payment by Cash, Cashier's Check or Money Order

Customer Signature _____ Date _____
 Carrier Signature _____ Date _____

Pack and Load Contract Terms and Conditions

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS: In exchange for the payment described herein Contractor agrees to provide the services described below.

1. Customer Warranties

- a) Customer represents and warrants to Contractor that Customer is the legal owner or in lawful possession of the property and has the legal right and authority to contract for services for all of the property tendered, pursuant to provisions, limitations, terms, and conditions herein set forth. If there is any litigation or threatened litigation as a result of the breach of this clause, Customer agrees to pay all charges that may be due, together with such costs and expenses, including attorneys fees, which Contractor may reasonably incur or become liable to pay in connection therewith. Customer shall indemnify and hold Contractor harmless from any liability for loss, cost, expenses, and damages for which Contractor may be liable or incur as a result of any breach of this clause.
- b) Explosive or dangerous goods will not be presented by Customer to Contractor and Customer shall be liable to Contractor and indemnify, defend and hold Contractor harmless for any cost, expense or damage arising as a consequence of any breach of this warranty.

2. What Contractor Will Not Do

- a) Contractor will not provide any transportation service.
- b) Contractor will not arrange any transportation service.
- c) Contractor will not provide any storage service.

3. Services That Contractor Offers.

- a) Packing Services:
 - With Contractor's packing materials.
 - With Customer's packing materials.
- b) Unpacking Services:
 - Leaving used packing materials on site at the Customer's location.
 - Hauling away Customer's used packing materials.
- c) Loading of Customer's Vehicles
 - From within Customer's dwelling or other premises.
 - From the curb or at the tailgate of the truck to be loaded.
- d) Unloading Customer's Vehicles.
 - Into the building only.
 - Placed in the dwelling or location within the building where customer requests.
- e) Removal of used packing materials.

4. General Exclusions From Contractor Liability.

- a) Contractor shall not be liable for any loss of or damage to documents, currency, money, jewelry, precious stones, fire arms, works of art, or articles of extraordinary value.
- b) Contractor shall not be liable for mechanical or electrical functioning of any article, such as but not limited to, pianos, radios, phonographs, television sets, computers, clocks, barometer, mechanical refrigerators or air conditioners, or other instruments or appliances.
- c) Contractor shall not be liable for loss or damage resulting from insects, moth, vermin, ordinary wear and tear, rust, fire, water, mold or mildew, changes of temperature, fumigation, deterioration or the nature of the property or defect, or inherit vice of the article.

5. Extent Of Contractor's Liability For Loss Or Damage.

- a) For goods loaded or unloaded Contractor's liability shall be limited to a maximum of \$.30 per pound per article. Contractor shall have no liability for concealed damage (damage to contents of a package where there is no visible external damage to the package itself, or similar circumstance) or damage not noted in writing at the time of loading or unloading, as may apply.
- b) For goods packed by Contractor with Contractor's packing materials, Contractor shall be liable for damages only in the event that it is established that the packing of Customer's goods was done in a negligent manner or that Contractor's packing materials were not adequate to properly protect Customer's goods from foreseeable risks and that such was the sole proximate cause of the damage to the goods. The maximum extent of Contractor's liability shall be the depreciated value, not replacement cost of any damaged goods. Damage to one component of a set shall not result in damages based upon the value of the entire set, but only the value of the damaged individual article.
- c) For goods packed by Contractor with Customer's packing materials, Contractor shall not be liable for any damages unless it is established that the packing of Customer's goods was done in a negligent manner and that such was the sole proximate cause of the damage to the goods. The maximum extent of Contractor's liability shall be limited to a maximum of \$.30 per pound per article in the event that Customer's packing materials are used.
- d) For goods unpacked: Contractor shall be liable only for goods damaged due to Contractor's actual negligence, which shall be the burden of Customer to establish by direct evidence. In such event, the maximum extent of Contractor's liability shall be the depreciated value, not replacement cost of any actual individual article damaged. Damage to one component of a set shall not result in damages based upon the value of the entire set, but only the value of the damaged individual article.
- e) In all instances Contractor shall have the right, at its sole discretion, to repair any damaged article or item or replace same with a new or used article or item of like type, kind and quality.
- f) Contractor shall have no liability for any damage to any premises where Contractor has been directed to perform services by Customer except in the event that such damage is caused solely by a willful, wanton or reckless act by Contractor. In no event shall Contractor's liability for damage to any premises exceed the sum of \$1,000.00.

6. Claims For Loss Or Damage.

- a. As a condition precedent to recovery, claims must be filed in writing with Contractor having sufficient information both to identify the goods and the damage claimed thereto and making a demand for payment of a specific sum of money.
- b. Claims for loss or damage must be filed in writing within 90 days after the Contractor's final services have been rendered.
- c. Suits for loss or damage shall be instituted against any Contractor no later than one year and one day from the day when the Contractor's final services have been rendered. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, Contractor shall not be liable, and such claims will not be paid.
- d. Any and all of Contractor's charges for service must be paid in full before any claim will be settled and payment of such charges is a condition precedent to the bringing of any legal action by Customer.
- e. Contractor shall have the right to inspect and repair allegedly damaged articles. Damage will be adjusted based upon the depreciated value of the article or item, based upon the cost to repair or replace same with an article of like kind and quality, subject to the limitations on Contractor's liability stated hereinabove.