



# Marshall Moving Services

## Terms & Conditions

The following terms and conditions apply to all services performed by the carrier under this contract. The term "carrier" refers to Marshall Moving Services, a Mississippi Limited Liability Company and "customer" or "client" is you.

### 1.0 TRANSPORTATION CHARGES

Transportation Charges include the hourly rates as listed below. Transportation only includes transportation between loading and unloading locations.

#### 1.1 RATES AND CHARGES

Local moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out below plus mileage. The clock starts at the appropriate hourly rate when the movers arrive at the job site and begin providing service, and the clock stops when the movers finish providing service on location.

##### Hourly Rates – Monday – Saturday

Hourly rate per two movers, residential or commercial -- \$125.00/hour  
Hourly rate per three movers, residential or commercial -- \$150.00/hour  
Hourly rate per four movers, residential or commercial -- \$200.00/hour  
Additional movers: \$50.00/hour

##### Hourly Rates – Sundays & Holidays

Hourly rate per two movers, residential or commercial -- \$145.00/hour  
Hourly rate per three movers, residential or commercial -- \$180.00/hour  
Hourly rate per four movers, residential or commercial -- \$240.00/hour  
Additional movers: \$60.00/hour

#### 1.2 MINIMUM HOURLY CHARGES

Customers will be charged a two-hour minimum, and then in thirty-minute increments thereafter.



### 1.3 INTERSTATE MOVES

Interstate moves will be charged based on weight of inventory, according to our tariff. Estimates can only be given upon understanding of full inventory.

### 1.4 CANCELLATION POLICY

If customers cancel within 24 hours of their move, Marshall Moving Services will charge a single hour of the appropriate hourly rate.

## 2.0 ADDITIONAL SERVICES

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 above.

### 2.1 MILEAGE

Marshall Moving Services charges \$1.50/mile/truck round trip from our office at 9919 Hwy 603, Suite B in Bay St Louis, MS 39520. This cost includes fuel, movers time, and insurance for the truck.

Trucks provided by Marshall Moving Services are not to be driven by the clients. Clients will not be allowed to ride as a passenger in these vehicles.

### 2.2 BULKY ITEMS

Any bulky items such as safes, pianos, and such must be identified prior to move so that necessary arrangements and supplies will be available.

### 2.3 ELEVATOR OR STAIR CARRY

Marshall Moving Services does not charge customers an additional fee for elevator or stair carry. The charges are the same as the appropriate hourly rate set forth in Section 1.

### 2.4 EXCESSIVE DISTANCE OR LONG CARRY CHARGES

Marshall Moving Services does not charge customers an additional fee for carrying articles an excessive distance, long carry charges, articles, or special serving. These charges are the same as the appropriate hourly rate set forth in Section 1.

### 2.5 ASSEMBLY AND DISASSEMBLY

We do not charge an additional fee for assembly and disassembly of beds and other large pieces. The rate is the same as the hourly rate listed in Section 1.

### 2.6 PACKING AND UNPACKING

Packing and unpacking of household goods must be identified prior to the movers arrival and depending upon the job size, will likely happen on a different day than the move is to take place.

Packing materials may be provided by the customer or will be supplied by us, depending upon the arrangement of the move. Marshall Moving Services does offer moving supplies for sale; however these



must be purchased separately and are not included in any hourly charges, flat rate charges for bulky items, or NOT TO EXCEED quotes for long distance moves.

We are not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. We reserve the right to decline any moves consisting of extremely large or fragile items.

### 2.7 ARTICLES, SPECIAL SERVICING

The rates and charges in these terms do not include servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, and similar articles.

## 3. PAYMENT

### 3.1 TERMS

Payment for the move is due immediately after move is completed. Marshall Moving Services does not provide payment plans and acceptance of these terms acknowledges the client has the finances necessary to cover the costs of the move.

### 3.2 TYPES OF PAYMENT ACCEPTED

Payment can be made via VISA, Mastercard, American Express, cash, cashier's checks, money orders, and local checks.

#### 3.2.1 PAYMENT WITH CREDIT CARD

Credit card payments are subject to 3% convenience fee to cover cost of merchant fee. If a card is denied due to insufficient funds, the customer will have ten (10) days to bring in the check amount plus the return check fee in cash, money order or certified check. After the ten (10) days have expired, if payment has not been made good then client will be prosecuted under the relevant remedies available under the law.

#### 3.2.2 PAYMENT WITH CHECK

Checks must match the driver's license of the person paying. We cannot accept a check from a person whom is not present. All checks which do not clear the bank will be subject to a \$40.00 return check charge. Upon return of check, customer will be notified and will have ten (10) days to bring in the check amount plus the return check fee in cash, money order or certified check. After the ten (10) days have expired, if check has not been made good then client will be prosecuted under the relevant remedies available under the law.

### 3.3 BILLING ERRORS

If a billing error is found when accounting audits the file (post move), customer agrees to remit remaining balance owed. A billing error does not absolve a customer of his/her responsibility to pay the difference. If customer is overcharged, a reimbursement will be issued to client.



## 4. RULES AND REGULATIONS

### 4.1 CLAIMS

All claims for loss, damage or overcharge must be written and should be submitted to Marshall Moving Services directly. Claimant must immediately notify carrier of all claims for concealed damage. Marshall Moving Services must be given reasonable opportunity to inspect damaged items in original packing. Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, we reserve the right to repair the damage(s) in question. If we determine that damages cannot be repaired, we reserve the right to either replace or compensate (actual cash value) for the damage.

If there is damage, notify us immediately. Our movers will complete a Damage Report before they leave your site. If you discover damage after the move, call the office within 96 hours of your move. No damage claims will be honored until the charges for moving services are paid in full.

### 3.2 GOVERNING PUBLICATIONS

Our rates and charges are governed by the terms and conditions of this tariff under Mississippi Law.

### 3.3 RELEASE OF LIABILITY / DISCLAIMER

#### 3.3.1 ITEMS OF PARTICULAR VALUE

We do not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. We will not accept responsibility for safe delivery of such articles if they come into our possession with or without our knowledge and advise that customer transport these items in their own personal vehicle.

#### 3.3.2 PRESSED-BOARD, PARTICLEBOARD AND/OR ENGINEERED WOOD

Furniture manufactured from pressed-board, particleboard and/or engineered wood (such as IKEA furniture) are designed by the manufacturer to be transported unassembled in cartons to the retailer, and then to the customer (end user). It is not designed to withstand the normal stress of a move as an assembled unit. Surface impressions can be made on the furniture when writing without adequate support underneath the paper. We will exercise reasonable care in moving this type of furniture, but cannot guarantee that it will be delivered in the same conditions it is in prior to the move. As such we do not assume any liability whatsoever for furniture manufactured with such materials.

#### 3.3.3 ITEMS UNABLE TO BE ASSESSED PRIOR TO HANDLING

The following items are excluded from moving and storage liability due to our inability to assess the conditions of these items prior to handling.

#### 3.3.4 FRAGILE OR LOOSELY TRANSPORTED ITEMS

If these items are transported loosely, they are excluded from moving and storage liability. These items



include, but are not limited to: electronic components, appliances, televisions, stereos, DVD players, CD/MP3 players, sewing machines, typewriters, computers, laptops and etc. In addition, lamps, lampshades, pictures, mirrors, artwork, glass, marble, vases or statues not packed by Marshall Moving Services.

### 3.3.5 DISCONNECTION OR RECONNECTION OF APPLIANCES

Water or plumbing damage may result to owner's premises or adjacent premises if appliances are not properly connected. Our movers are not plumbers, nor do they have certification to properly handle appliances. Client agrees to accept responsibility for any and all damage to owned, rented and all adjacent un-owned or un-rented property real and personal property of others, should they insist that our company disconnects hooks up an appliance.

Marshall Moving Services WILL NOT connect any gas appliance, under any circumstance. The carrier shall not be liable for any fire, water or any electrical or other related damage resulting from the disconnection or reconnection of any appliances. Client agrees to accept liability for any damage arising out of the disconnection or reconnection of appliances including but not limited to washers, dryers, refrigerators, icemakers or coffee makers even if Client requires, requests, permits or allows Marshall Moving Services to perform such services.

### 3.3.6 HAZARDOUS MATERIALS

We do not transport chemicals of any kind including, but not limited to propane, fertilizer, paint, thinners and gasoline. Anything flammable or chemically corrosive cannot be taken on the truck. Customer warrants that all propane tanks and dangerous chemicals will not be given to movers to move whether boxed or unboxed. Customer also agrees that if an item is found to be flammable, that it will be left at origin and will be the responsibility of the client to transport to destination. Gasoline in lawnmowers or any other equipment can also not be put on trucks unless the equipment has been drained completely.

### 3.3.7 PBO BOXES

Marshall Moving Services is not responsible for damage to the contents of any container "packed by owner" (PBO) and not packed by the Carrier for this specific move unless external damage or other evidence of mishandling is noted at the time of delivery.

### 3.3.8 CUSTOMERS ASSISTING MOVERS

Customers sometimes get extra "helpers" or they themselves try to help moving furniture. In these instances, when the customer insists on helping, Marshall Moving Services is not liable for any damages that might occur as the helpers, however well-intentioned, are not trained, professional movers. Also, Marshall Moving Services will not be liable for any injury that might occur while a customer/helper is assisting.

### 3.3.9 RIGHT TO DECLINE TO MOVE ITEMS

Marshall Moving Services reserves the right to decline, at the moving team leader's sole discretion, to move particular items because of their bulk, weight or fragile nature.



### 3.3.10 NATURAL DISASTERS

Marshall Moving Services shall not be liable for any damages resulting from natural disasters, including but not limited to: fire, hurricane, earthquakes, tornado, hailstorm, flooding, etc.

### 3.3.11 STORAGE FACILITIES

Marshall Moving Services shall not be liable for items that are damaged while in a storage facility.

### 3.4 DELAYS

Marshall Moving Services shall not be liable for any damages resulting from delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.

### 3.5 BILL OF LADING, CONTRACT TERMS, AND CONDITIONS

The terms and conditions of the Moving Services Agreement are hereby incorporated by reference.

## 4. PROTECTING YOUR BELONGINGS

### 4.1 VALUATION COVERAGE

Marshall Moving Services is insured, however we cannot offer insurance to our customers. Rather, under federal law, we are able to offer two types of valuation coverage – released value protection and full value protection. Valuation is NOT insurance. Valuation is the amount of liability our moving company will accept for the value of your goods if damaged or lost while in our possession.

With valuation coverage, we are not responsible for items in boxes we did not pack (see PBO above). Unless the box shows significant damage, the client is not likely to be covered for damage to anything inside the box. You are also not covered for “natural disasters,” such as fire, hurricane, tornado, windstorm, hail, etc.

### 4.2 RELEASED VALUE PROTECTION (OPTION 1)

Released Value Protection is automatically granted to the customer. In this instance, Marshall Moving Services will be liable to the maximum declared released value for replacement of the articles lost or damaged while in our custody. Released Value Protection is the minimum coverage under which your goods can be released and is provided by Marshall Moving Services at no additional cost. The maximum liability for your shipment is established by multiplying the weight by \$0.60 per pound per article – as required by federal regulations.

For example, a dresser weighing 150 lbs: \$0.60 per pound per article: \$90.00 Example: A stereo weighing 10 lbs: \$0.60 per pound per article: \$6.00

### 4.3 FULL VALUE PROTECTION (OPTION 2)

Full value protection is only provided by Marshall Moving Services for interstate moving as required by the Federal Motor Carrier Safety Administration. This service can be extended to intrastate (local) moves upon customer’s request.



Under Full Value Protection, Marshall Moving Services is liable for the replacement value of lost or damaged goods in your entire shipment, with a valuation of \$6.00 per pound per article. This is the more comprehensive plan available for the protection of your belongings.

If any article is lost, destroyed or damaged while in your Marshall Moving Services' custody, we will, at our discretion, offer to do one (1) of the following for each item:

- Repair the item
- Replace with a similar item of like kind
- Make a cash settlement for the cost of the repair or the current market replacement value

#### 4.3.1 FULL VALUE PROTECTION FEE

Full value protection is available at an additional fee of \$100 per \$10,000 of customer declared value, with a \$150 deductible on all claims. This coverage is available for up to \$50,000 declared value and is estimated at \$6.00 per pound per article. It is up to the customer to provide total declared value prior to any work beginning.

#### 4.3.2 FULL VALUE PROTECTION LIMITATIONS

Under this option, Marshall Moving Services is not liable for loss or damage to articles of extraordinary value, unless items are specifically listed on the High Value Inventory shipping documents. An article of extraordinary value is any item whose value exceeds \$100 per pound (such as jewelry, silverware, china, furs, antiques). Without listing it on the High Value Inventory, the maximum liability allowed is \$100/pound.

#### 4.4 THIRD PARTY INSURANCE

We strongly encourage our customers to explore third-party insurance coverage for their belongings. There are many types of insurance options for coverage and Marshall Moving Services part of Moving Insurance.com's network of movers.

#### 4.5 HOMEOWNERS AND RENTERS INSURANCE

Most homeowners' insurance policies do not provide coverage for your household goods for moving purposes. However, you should check with your own insurance agent to see if your existing homeowner/renters' policy covers your goods while in transit. Be sure you have a written statement from your insurance company stating that your goods are covered while in transit. Often, you will find that your goods are covered against damages while the movers are in your home packing, but not while the goods are in the movers' possession.

---

Signed

---

Signed



---

Customer Printed Name

---

Marshall Moving Services, LLC