

# CONTRACT TERMS AND CONDITIONS

**General Liability Insurance:** \$1,000,000 limit. This protects your home, office, etc. **Cargo Insurance:** \$20,000.00 limit. This protects your goods while they are in the truck. **Full Replacement Insurance:** \$1,000 limit (\$50.00 deductible to be paid by the customer). This protects your goods against any damage caused while loading or unloading.

\*Any damages incurred during the move must be noted on this invoice. If something is damaged, you still must pay for your move in full. You may not withhold payment until after the item is repaired. Upon completion of the move, you must pay in full - with time allowed for payments to clear - before any damage claims will be settled. In addition, the \$50 deductible must be received by Rock's Moving Company before any damage will be repaired.

\*We are not responsible for any damages to synthetic materials including but not limited to particleboard or fiberboard, composite wood, or pressed board furniture. These "artificial" types of wood are weak and often impossible to repair. Real wood is strong and easy to repair.

\*If you have us move any chemicals or liquids, we are not responsible for any damages they may cause. If you have us connect/disconnect an appliance that uses water or gas, then we are not responsible if there are any leaks. Nor are we responsible if a fitting breaks.

\*We are not responsible if something is left behind. The customer or a representative of the customer needs to stay with the movers to make sure nothing is left behind. You must walk around and double check before we drive off to make sure everything is on the truck.

\*We charge by the hour. Many factors could increase the cost of the move. Such factors include but are not limited to the following: the decision by the customer to add items to be moved, disassembly and reassembly, elevator issues, long carry distances, and bad weather.

\*If the customer or one of its agents assists in the moving, then we will not be held responsible if something is damaged or if the customer or one of its agents is injured in any way.

\*Our liability with regard to matched pieces or sets shall be limited to repair or replacement of the damaged piece only and shall not extend to repair, replacement, or recovery of the entire set.

\*Rock's Moving's liability shall not exceed the cost of repairing or replacing the property lost or damaged with materials of like kind and quality not exceeding the actual cash value of the item/article at the time and place of loss, with due allowance for depreciation or deterioration howsoever caused. The decision to repair or replace any such article shall be the decision of the company. The most a customer will receive is the cash value of the damaged item minus the deductible. This does not include delivery/transport of a replacement item nor does it include removal of the damaged item.

\*We are not responsible for the mechanical or electrical function of any items unless external damage is evident when the item is turned off.

\*Rock's moving shall not be responsible for loss or damage after delivery has been made to the customer's storage facility or loaded into the customer's transport vehicle(s).

\*If the underside of an item is partially broken (jagged leg, locked up wheel, nail or screw protruding, etc.) we must be notified before we move that piece. If we are not notified, then we are not responsible for any damage that results.

\*When the company is directed to load or unload property at a place or places where the customer or one of its agents is not present, then we are not responsible for the condition of these goods, walls, floors, etc. We cannot point out and discuss pre-existing damage if no one is there.

\*Rock's Moving is not responsible for the proper assembly of an item unless we disassembled that item. If we assemble an item that has pieces missing or has pre-existing damage, then we are not responsible if any part of that item breaks.

\*Rock's Moving will not be responsible for fragile items unless packed and unpacked by our employees. Rock's Moving will not carry or store and/or be liable in any way for the loss or damage to items of extraordinary value which shall include but are not limited to: currency, precious stones, prescription drugs, documents, stamps, securities, firearms, and jewelry. If you are moving antiques or artwork, a recognized expert should appraise them before moving. We must be notified of the appraisal to determine if we are able and/or willing to move that item.

\*If for any reason other than the fault of carrier, delivery cannot be made at address shown on the face hereof, or at any changed address of which carrier has been notified, carrier, at its option, may cause articles contained in shipment to be stored in a warehouse selected by it at the point of delivery or at other available points, and there held without liability on the part of the carrier, at the cost of the owner, and subject to a lien for all accrued tariffs and other lawful charges. If the owner of the property fails to claim it within 30 days, carrier may sell the property at its option.

**RAIN DELAYS:** Our policy is that we give the customer 30 minutes to wait where they will not be charged. After that the customer will be charged 50% of the agreed upon hourly rate until the men begin working again. It is the customer's choice as to whether or not they want the men to work or continue waiting. However, we will not be responsible for any water damage that results from our working in the rain.

**RETURNED CHECKS / DEFAULT ON PAYMENT:** If a check is returned from the bank for any reason there will be a \$25.00 returned check fee. If a customer defaults on payment they will be responsible for court costs and attorney fees.

**(1) CONTRACT FOR SERVICE: THIS CONTRACT FOR SERVICE IS REQUIRED BY COUNTY ORDINANCE AND MUST INCLUDE ALL OF THE TERMS AND COSTS ASSOCIATED WITH YOUR MOVE. IN ORDER FOR THE CONTRACT FOR SERVICE TO BE ACCURATE, YOU MUST DISCLOSE ALL INFORMATION RELEVANT TO THE MOVE TO THE MOVER. COUNTY ORDINANCE REQUIRES THAT A MOVER DELIVER YOUR GOODS AND COMPLETE YOUR MOVE UPON PAYMENT OF NO MORE THAN THE MAXIMUM AMOUNT STATED IN THE CONTRACT.(2) DAMAGE OR OTHER CLAIM: PURSUANT TO COUNTY ORDINANCE, YOU HAVE A PERIOD OF UP TO FIFTEEN (15) DAYS AFTER THE COMPLETION OF THE DELIVERY OF THE HOUSEHOLD GOODS TO NOTIFY THE MOVER, IN WRITING, OR ANY CLAIM FOR LOSS, DAMAGE OR DELAY IN RELATION TO THIS MOVE. HOWEVER, BE ADVISED THAT THIS DOES NOT LIMIT ANY OTHER LEGAL REMEDY AVAILABLE TO YOU. PURSUANT TO SECTION 507, ET. SEQ., FLORIDA STATUTES AND COUNTY ORDINANCE YOU ARE ENTITLED TO A WRITTEN ESTIMATE FOR THE TOTAL COST OF YOUR MOVE. PLEASE REVIEW THIS DOCUMENT TO MAKE SURE THE ESTIMATE IS COMPLETE.**