

## Moving Syndicate LLC MOVING SERVICE TERMS AND CONDITIONS

**CONTRACTUAL AGREEMENT – PLEASE READ CAREFULLY. THIS CONTRACTUAL AGREEMENT INCLUDES THE DISCLOSURE OF OUR BUSINESS POLICIES, PRACTICES, PROCEDURES, AS WELL AS RELEASE OF LIABILITY AND WAIVER OF CERTAIN RIGHTS. BY AGREEING TO RECEIVE THE SERVICES YOU HAVE AGREED TO THE STATEMENTS AND CONDITIONS BELOW.**

THIS TERMS & CONDITIONS AGREEMENT (the "Agreement", "Document") is between the parties to this Agreement (the "Parties"). By accepting services from Moving Syndicate LLC you agree to and certify the following, by and between **Moving Syndicate LLC** (hereinafter "Moving Syndicate LLC" the "Company", "Service, Provider", "Carrier", "*Independent/Sub/Hired Contractor*") of Capitol Heights Maryland. In consideration for receiving certain services from the Service Provider I, (the "Client", "Customer", "Shipper", or "Service Recipient") take responsibility and agree to the following:

**RELATIONSHIP OF PARTIES.** The relationship of *Client* to Moving Syndicate LLC is that of an independent contractor as described in the Maryland Labor Code. Under no circumstances shall employees, sub-contractors, owner operators, or agents be deemed employees to *Client* or its affiliates. The Company shall provide sole supervision and for the operations of its personnel, and/or related parties, as well as any and all vehicles, equipment and/or property, whether tangible or intangible. The Company shall be entirely and solely responsible for the payment of its employees and payroll taxes, contributions, and/or assessments, whether pertaining to federal, state, or local requirements for all of its employees providing the services specified in this Agreement.

**RECITALS.** The purpose of this Agreement is to specify the terms and conditions under which Moving Syndicate LLC will be contracted for the performance of certain work primarily related to the transportation of goods, moving services and/or related services as described in writing (the "Services"). Services in this agreement will be completed at the intended service location for the *Service Recipient* on behalf of the *Client* in this agreement. Services in this agreement will be completed at the intended service location for the *Service Recipient* on behalf of the *Client* in this agreement. The Client understands that any agreement between the Service Recipient is separate from and will not be considered in correlation with Moving Syndicate LLC. **NOW, THEREFORE**, it is agreed as follows:

**DESCRIPTION OF SERVICES.** Moving Syndicate LLC shall provide until complete, service(s) as described via quote, estimate, proposal, or as otherwise described in writing by an authorized representative of the Company. Transported goods will be provided in a reasonable service time. The time for each move will vary based on a variety of factors including the volume of items moved, preparedness, and other events that directly affect the cost of services. **Note.** The Client will be required to prepare and package all belongings to be relocated prior to the Moving Company's arrival at the Pick-Up Location (unless otherwise agreed in writing prior to service date). **\*\* All services require a 2 hour minimum rate**

### PROCESS AND DURATION:

- Time-tracked work will run continuously from time of arrival at Pick-Up location and until the company has completed all work.
- Any time related issues must be addressed and resolved by the Client before the expected move time. Including, but not limited to; unprepared packing, non-functioning or reserving the exclusive use of an elevator.
- If the move has not been completed by 10PM the Company reserves the right to lock the truck with any items left unloaded and will hold the vehicle to a secured parking; in which case services will resume the following business day. Customer will be responsible to pay for any costs or fees incurred while placing the vehicle in a secured parking-lot and/or similar location.
- Service vehicle(s) will be placed in an area allowed by the property for loading or unloading. However, the Client will approve the appropriate area to park the vehicle. If there is any parking fee, fine, and/or other violation cost as a result; client will be responsible to pay at the time of service completion.



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- a. Moving Syndicate LLC does not guarantee all items moved will fit when loading the service vehicle. In order to complete the move additional trip(s) may be necessary. Under certain cases It may be necessary to occupy an additional service vehicle. A service vehicle may be provided at an additional fee; however, availability depends on the inventory of our vendors.

**CONSUMABLES.** Moving Syndicate LLC shall furnish all materials and equipment necessary to perform the services described in this agreement; with the exception of all consumable materials and supplies (i.e. tape, boxes, containers, box fillers, etc); Unless otherwise described in writing, Client will be responsible for associated costs of consumables as well as maintaining adequate supplies throughout the duration of the service in addition to the Travel or Cost of Out-of-town Travel expenses (i.e. meals, lodging, cost of service vehicle, gasoline, etc).

**MOVING SYNDICATE LLC WARRANTY.** *Moving Syndicate LLC* shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in the Service Provider's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to *Moving Syndicate LLC* on similar projects.

**CONTACTING MOVING SYNDICATE LLC.** Systematic inspection shall be conducted by the *Service Provider* to ensure that all services are being properly performed in relation to its field. *Client and/or Service Recipient* will promptly relay any complaints, questions, or concerns to Moving Syndicate LLC in the form of writing by e-mail [MovingSyndicateLLC@gmail.com](mailto:MovingSyndicateLLC@gmail.com), or by phone [2402990357](tel:2402990357), with sufficient time to allow the issue(s), concern(s), or question(s) to be resolved.

**MUTUAL NON-DISCLOSURE & CONFIDENTIALITY AGREEMENT.** With respect to potential transactions involving the purchase and/or sale of goods, services, and/or other items between both Parties. Shall mean all such information that is or has been brought to light by the Disclosing Party or its Affiliates (defined below): (a) in writing or by email or other tangible electronic storage medium and is clearly marked "Confidential" or "Proprietary"; or (b) orally or visually. Confidential Information also includes, but is not limited to, valuable data as defined in this Agreement or by Maryland Law, whichever is greater. This Agreement will continue to be effective after the termination of this Contract.

**INVOICING AND PAYMENT TERMS:** Client is required to pay no more than 100% of the invoice, binding quote/proposal/estimate or 110% of the non-binding quote. If any additional costs or fees are added to the balance, the Client will be allowed to make payment arrangements to liquidate any pending dues thirty (30) days after service completion. Payment(s) accepted: Cash/Electronic Payment, made payable to **Moving Syndicate LLC**. **Deposit:** Out-of-Town Moving Services require a 50% of the Estimate/Quote in order to schedule an appointment. Deposits will be credited to total amount due and will be used to reserve the service vehicle (if applicable). **Deposits are refundable subject to withholding which is outlined in the beginning of the contract.**

- I. According to the rules of Maryland Department of Motor Vehicles and U.S. Department of Transportation Federal Motor Carrier Safety Administration "FMCSA" (ProtectYourMove.gov) that regulates the rights and obligations of the moving companies, the Customer has to pay full amount for the moving services after the movers have completed the job. If Customer does not pay the full amount, moving company reserves the right not to honor any Customer's claim(s).
  - a. Customers refusing to pay upon arrival of the drop-off location of a binding contract or proposal/estimate will forfeit all goods loaded in the service vehicle to Moving Syndicate LLC. At Company's discretion, items will be placed in a storage facility and released back to the Client until the entire balance has been liquidated including storage fees or such related costs/fees. Items will be held for a maximum of twenty (20) days after which will be disposed of as the Company sees fit.



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**LIABILITY & DAMAGE WAIVER: LIMITATION OF LIABILITY.** *Moving Syndicate LLC* does not offer Full Value Protection, only provides Released Value Protection. Released value protection is minimal coverage where *Moving Syndicate LLC* assumes responsibility for no more than \$.60 cents per pound per article. *Client* may seek the opportunity to a higher degree of protection for their items, through a third-party insurance. **Claims.** *Client* has ninety (90) days following either the date of delivery or the date on which the shipment is delivered to file a claim. By bringing a claim, the Company has 30 days to acknowledge receipt of it, and has 120 days to provide *Client* with a disposition; and may be entitled to 60-day extensions. The Company will use any reasonable means to investigate *Client's* claim. *Client* agrees *Moving Syndicate LLC* shall not be held responsible for normal wear and tear on residence resulting from moving items, and will hold harmless for any property damage including damage to the connections, walls, and/or floors. I further acknowledge that Company is not responsible for the contents of any box it did not pack, opened boxes and items that should be boxed or crated that I chose not to. I agree Company's responsibility only extends to items while under its care and custody and Company's responsibility terminates when it leaves the premises and/or after it loads and/or unloads my transportation. I agree that certain items cannot be moved without damage and I hold Company harmless for such items when the movers tell me before hand that they are in risk of damage if moved. I take complete responsibility for any transportation I provide and damages that transportation does to anything else including roofs, homes, people and other vehicles regardless of who is operating it, and Company holds no responsibility for my transportation, rented or owned.

**SUBJECT, in addition to the foregoing, to the further following limitations on the Carrier's liability:** The duration of any move will depend on various factors: Quantity of goods, distance or unexpected delays between locations (i.e. traffic, road hazards, construction, etc). If the move requires more time than the expected delivery spread the client will continue to be responsible for the additional time required.

- The Carrier's maximum liability shall be the either actual DEPRECIATED VALUE or REPLACEMENT VALUE for loss or damage as elected by the Shipper on the face hereof, not exceeding the amount declared by the Shipper on the face hereof.
- Where replacement or total loss payment of a damaged article(s) is made by the Carrier, they at their sole option, have the right to salvage of the damaged article(s).
- In the event of loss to any article or articles which is/are part of a set, the measure of loss to that article or articles shall apply only to the value of the piece or part that incurred the loss giving consideration to the importance of said articles, but in no event shall that loss be construed to mean loss of the total pair or set.
- The Carrier shall not be liable for "Ready to Assemble Furniture" made of engineered wood and paper laminate finish, such as furniture manufactured by; Ikea, Bush, O'sullivan, Sauder, etc., due to the inherent risk and sub-standard structural integrity of this type of furniture.
- If the previous client's job conflicts with the scheduled time as each job varies.
- Time to disassemble or reassemble furniture, appliances, and mounted goods.

**DAMAGE WAIVER AND INDEMNITY AGREEMENT.** Other than description in Company Liability, *Client* shall indemnify, defend and hold the Service Provider, its parent company, subsidiaries, agents, contractors, hired third parties, officers and employees harmless, waives any all rights of recovery from and against any and all claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, any injury, damages, costs and expenses regardless of cause (including, without limitation, reasonable attorneys' fees to the extent permitted by law, accounting fees and investigation costs) alleged or incurred by out of or relating to any services provided, leased, purchased from, operations, obligations, acts or omissions under these Terms and Conditions regardless of cause, including negligence and gross negligence; including subrogation claims by insurance carriers.

**ENTIRE AGREEMENT.** This Document constitutes the entire agreement of the parties. There are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract or Agreement. This Contract supersedes any and all prior written or oral agreements concerning



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of such services including any Documents, Contracts, or Agreements provided by the Client. **TRANSFER OR ASSIGNMENT.** Neither party may assign or transfer the Services without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

**SEVERABILITY.** If any provision of this Agreement, or the application thereof to any person or circumstance, shall be held to be invalid or unenforceable for any reason, any court of competent jurisdiction, the remaining provisions of the Agreement or application will continue to be valid and enforceable. If a court of the corresponding jurisdiction finds that any provision of this Agreement or application is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited. In performing the services required of it under this agreement, Service Provider and its employees pursuant to this Agreement shall conform with and be in full compliance with all applicable laws, rules, ordinances and regulations adopted or required by any federal, state, or local government.

**FORCE MAJEURE.** If performance of our services or any obligation is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, atmospheric conditions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased.

### SERVICE CANCELATION:

- I. At any moment during or before the move, if any unusual circumstances arise, or if for any reason Customer displays unruly behavior, Moving Syndicate LLC employees reserve the right to stop the job, lock the truck with the customer's belongings, and request for a deposit. Deposit is calculated with regards to the entire job, including hours already worked, loading time, driving, unloading time, packing materials, and other extras.
- II. If the Customer does not behave in an appropriate manner (insults movers, tries to force movers) Moving Syndicate LLC employees have the right to stop the service immediately. The Customer will be obligated to pay from the initial time arrived until the time the client initials next to the stop time.
- III. If for any reason Customer decides to stopped our services prior to the job completion; the Customer will be obligated to pay from the initial time arrived until the time the client initials next to the stop time.

**GOVERNING LAW.** The Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Maryland. Client hereby irrevocably submits to the jurisdiction of any Maryland court sitting in Prince Georges County, Maryland over any suit, action or proceeding arising out of or relating and to the maximum extent permitted by law. If any term of this Contract is held by a court of competent jurisdiction to be invalid or unenforceable, then this document, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

*By agreeing to receive services by the Company you hereby commit to the terms of this agreement and by no other means break or forfeit any of the statement listed without prior written consent by an authorized representative or agent.*



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I, \_\_\_\_\_ the customer, am the shipper and the carrier is Moving Syndicate LLC. I, the shipper, understand that any claims, damages, losses or expenses not arising out of negligence on the carrier's part while loading and unloading of my property will not be held against the carrier, Moving Syndicate LLC. I also understand the carrier is not liable for any boxes packed by the shipper. I, the shipper, know there may be additional charges for packing supplies. For local moves, I understand that the Public Utilities Commission specifies that double drive time shall be charged between the pick-up origin and the drop off destination. By initialing below, I hereby permit Moving Syndicate LLC to detach appliances at shipper's current location and re-attach such appliances at shipper's new location. This service is provided solely as a courtesy to the shipper, and liable to be denied this service at the carrier's discretion. I understand Moving Syndicate LLC is a moving company and is not a professional plumbing company, gas company, or appliance installation company. Moving Syndicate LLC cannot verify the integrity or proper function of hoses, piping, tubing, gas lines, or the like in connection with such appliances. If any issues should arise regarding the detachment or re-attachments of any hoses, piping, tubing, gas lines, or the like in connection with such appliances, shipper bears the sole responsibility to arrange with an appropriate professional for any inspection, repair, or replacement possibly needed at shipper's own expense. Shipper agrees, in connection with any detaching and re-attaching of appliances by Moving Syndicate LLC to hold Moving Syndicate LLC harmless for any damages that may incur, including but not limited to water damage, gas leaks, and/or mold. The shipper (you), agree to pay the balance due for the move immediately after it is completed. I authorize the carrier Moving Syndicate LLC., to charge any credit card on my file in the event of non-payment or in the case of any returned checks. This charge will include all the cost of the move, interest of 5% per month, all card costs. I understand my rate for today will be the amount discussed per hour on my virtual estimate with a minimum time of specified hours also on the virtual estimate and a one-time fee (If applicable). For Long Distance moves, I understand my flat rate is due immediately after the completion of the move. I additionally agree that if Moving Syndicate LLC or any of its movers brings a situation to my attention that they advise against continuing moving an item through a doorway, to another area, up or down a set of stairs, to or from a set location, and or carrying an extremely delicate or heavy item that I the shipper hold Moving Syndicate LLC harmless and are not responsible for any unforeseen circumstances due to your negligence. I understand that by paying a deposit to hold my move, Moving Syndicate LLC is allowed to withhold the deposit in the event I cancel the move on short notice. I also understand I can re book my move within 90 days and have my full cancellation fee applied toward my re booked move. I understand Moving Syndicate LLC will take all precautions. In the event of rain or snow, I also acknowledge Moving Syndicate LLC will not be held responsible or liable for any water damage that may occur at all including, but not limited to, household goods, floors and carpet. I, the shipper, acknowledge the decision to continue with the move or to reschedule is solely my responsibility.

In compliance with the Public Utilities Commission, I understand that my move must be paid in full in order to submit a claim due to damaged or lost items. I also understand that claims must be filed in writing within (9) nine months after delivery of shipment. Please e-mail to [MovingSyndicateLLC@gmail.com](mailto:MovingSyndicateLLC@gmail.com) I, the shipper, understand that any dispute or claim between the two parties that may arise from this agreement will only be litigated in court. Each party hereby irrevocably waives all right to trial by jury as to any issue relating hereto in any action proceeding or counter claim arising out of or relating to this agreement or any other matter involving the parties.



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**FEEES FOR CANCELLING YOUR MOVE**

Days In Advance	Percentage of Deposit Withheld
6-7 days	25%
4-5 days	50%
2-3 days	75%
Less than 48hrs	100%

Date: \_\_\_\_\_  
I, the customer/shipper \_\_\_\_\_ agree to the terms and conditions in its entirety.

