



DIELMAN MOVING & STORAGE, INC. MOVING AGREEMENT

“Deal with Dielman!”

OFFICE – 8920 Manchester Road, Brentwood, MO. 63144

PHONE – 314.428.6683 | FAX – 314.428.6331

WWW.DIELMANMOVING.COM | INFO@DIELMANMOVING.COM

CLIENT/COMPANY NAME: _____

PACK DATE & ARRIVAL WINDOW: _____ MOVE DATE & ARRIVAL WINDOW: _____

EMAIL: _____ PHONE NUMBER(S): _____

PICK-UP: _____

DROP-OFF: _____

SCOPE OF WORK:

TOTAL ROOMS/AREAS: _____ TOTAL BEDROOMS: _____ LARGE ITEMS: _____ SMALL ITEMS: _____

BOXES/TOTES: _____ ITEM(S) & TASKS TO BE TAKEN CARE OF BY CLIENT: _____

SPECIALTY ITEM(S) & STORAGE COST: _____

ESTIMATED PACKING & MOVING COST:

NO. OF PACKERS: _____ HOURLY RATE: \$ _____ ESTIMATED MATERIALS/CRATE ITEM(S) & COST: _____

NO. OF MOVERS: _____ HOURLY RATE: \$ _____ NO. & SIZE OF TRUCKS: _____ TRUCK CHARGE: _____

ESTIMATED TOTAL COST: \$ _____ RECOMMENDATION ACCEPTED: _____

DEPOSIT PAID: \$ _____, PAYMENT TYPE: _____ DEPOSITS ARE NON-REFUNDABLE.
ALL INVOICES WILL BE VERIFIED FOR CORRECTNESS; IF BALANCE IS INCORRECT DUE TO MATHMATICAL ERROR OR OMISSION OF MATERIALS/SERVICES RENDERED, THE CLIENT WILL RECEIVE NOTICE BUT IS STILL RESPONSIBLE FOR BALANCE. CLIENT WILL BE RESPONSIBLE FOR ANY ADDITIONAL MATERIALS/TRUCKS/PERSONELLE REQUIRED TO COMPLETE WORK THE CLIENT WANTS, REGARDLESS OF ESTIMATED NEEDS.

1. **TERMS:** This Moving Agreement is entered between Dielman Moving & Storage Inc. (hereafter called "Owner") and the rightful owner(s) of the property or authorized representative(s) of the rightful owner(s) of the property (hereafter called "Customer"). Any area where Dielman Moving & Storage Inc. employees, managers and/or operators are assigned to perform work as agreed to in this Moving Agreement (hereafter called "Scope of Work") in or around work area (hereafter called "Site") must be safe and hazard-free, this is the responsibility of the Customer.
2. **INSURANCE:** ALL PERSONAL PROPERTY IS STORED BY THE CUSTOMER AND AT THE SOLE RISK OF THE CUSTOMER. BY SIGNING CUSTOMER AGREES THAT DIELMAN MOVING & STORAGE INC. DOES NOT INSURE CUSTOMER'S PERSONAL PROPERTY AND CUSTOMER MUST CARRY THEIR OWN INSURANCE POLICY. As a condition of leasing an enclosed storage space, customer must provide insurance protecting the personal property stored within the enclosed storage space against fire, theft, burglary, water, rain storm, tornado, explosion, riot, rodents, civil disturbances, government action, insects, mildew, mold, black mold, dust, sonic boom, earthquake, sink hole, vehicular damage, unlawful entry, vandalism and any other circumstances that could lead to damage whether stored in an open or enclosed space. Dielman Moving & Storage Inc. and it's employed personnel and its owner are not liable for any personal injuries nor property damages sustained by customer and/or customer's guest while on or about the storage premises.
3. **USE: COMPLIANCE WITH LAWS:** The space maybe used for the storage of personal property approved in advance by the owner. It is not suitable and may not be used for human, nor animal inhabitation, conducting business, illegal activity of any kind, producing goods nor services of any kind. Customer may not house, produce nor release trash, rubbish, refuse, nor perishables, chemicals, materials that are odorous, noxious, toxic, flammable, corrosive, organic, biological, food, foodstuffs or items, radioactive, petroleum, intoxicants, explosive, firearms, weapons, munitions, gunpowder or any other hazardous material, waste or substance. The phrase Hazardous Material shall mean, without limitation, any flammable, explosive or radioactive material, lead paint, asbestos, urea, formaldehyde, polychlorinated biphenyl, petroleum, or petroleum products or constituent, methane or any other toxic and/or hazardous material, as defined in the Comprehensive Environment Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. SS9601, ectSS9601, et. Seq.), the Toxic Substances Control Act, as amended (49 U.S.C. SS2601, et. Seq.) Articles 15, 17, 27 and 40 of the Missouri State Environmental Conservation Law: Article 12 of the Missouri Navigation Law or any other laws and regulations affecting its use of the effective date of this rental agreement. Customer shall comply with all municipal, state and federal laws and regulations affecting the use of its space. Customer shall indemnify, defend and hold owner harmless for all claims, damages and expenses (including attorney's fees and investigative, remedial and response costs) arising out of customer's violation of this paragraph. Any violation of these or provisions shall constitute a default under this rental agreement.
4. **NO BAILMENT:** This rental agreement shall not create a bailment or warehouseman relationship. The only relationship between the parties is one of Customer and Service Provider, the Owner is not responsible for the safe keeping of the personal property being transported beyond damage coverage elected in this Moving Agreement, not to exceed maximum pay-out listed and coinciding with option elected by the Customer prior to work commences at the Site(s).
5. **INDEMNIFICATION OF OWNER:** Customer will defend, indemnify and hold harmless from and against all manner of claims for damages, lost property, costs including attorney fees, and/or personal injury of any kind arising from the work performed on the Site(s) by the Owner's employees or subcontractors. The Customer shall hold the Owner harmless for any damages, expense, loss or cost caused by removal/placement of items from, in or around the Site. Should any employee perform task(s)/job(s)/service(s) for the Customer outside of the specific Scope of Work, regardless of whether payment is made or not for such services, that employee will be considered an agent of the Customer and both employee and Customer will hold the Owner harmless of any expense, injury, damage or liability that may arise directly or indirectly from such services. Notwithstanding that the Owner will not be liable for damages, Customer hereby agrees to notify the Owner of any injury, damage (CONTINUED ON PAGE 4)

DAMAGE COVERAGE:

OPTION A: Damage will be paid out at a rate of 0.60 cents per pound not to exceed 8,500 pounds/\$5,100.00 total liability, in the event of a total truck load loss. This option is automatically applied at no cost to the client, if client refuses alternate options. By initialing I understand that my damage coverage is Option A and Dielman is not responsible for any liability beyond what is outlined.

Customer Intl: _____

OPTION B: Replacement value (with depreciation or as it sits today), for example: You bought a sofa 10 years ago, for \$1000.00, the same sofa may be worth \$100.00 today with depreciation. Damages are to be paid out per item and not to exceed \$20,000.00 total liability. This option is purchased at \$45.00 per \$2,500.00 of value; deductible per \$2,500.00 is \$50.00. By initialing here, I elect to purchase this coverage from the Company as outlined in Option B:

Customer Intl: _____ Amount of Coverage: \$ _____ Charge: \$ _____ Deductible: \$ _____

OPTION C: Client carries their own coverage through a third party. By initialing here, I am disclosing that I already have full coverage on the items I wish covered within the services that will be provided by Dielman Moving & Storage Inc. and that all damage claims will be presented to my insurance company listed below only; I hereby release Dielman, its employees and its Owner of all liability:

Customer Intl: _____ Name of Insurer: _____ Policy No. _____

All damage must be claimed in writing and delivered to Dielman Moving & Storage Inc. office the day of the move.

All invoices are due in full (less any deposits) once client is presented with the bill and must be paid before damage review can commence. Unpaid invoices may be reported to all three credit bureau.

Repairs will take between 30-90 days from the date reported. Damage of any kind must be reported within 72 hours of the delivery date and submitted in writing to the main office.

Client is billed for actual time and materials; therefore, any additional work or projects will increase client's total cost. Any undisclosed items, conditions or circumstances may increase client's total cost, please be as accurate as possible during the estimation process. Client is billed for actual time and materials beginning when crews check out of the office, to when the crew return to check in at 8920 Manchester Road, Brentwood, Missouri, 63144. There will be a 2% service charge for card payments taken for end balance.

During Inclement weather conditions, start time will be later than normal due to longer preparation time, check with the office for these times. Client is responsible for clearing drive and walk ways including salting and/or shoveling so that movers and/or packers may have unimpeded access to the work site(s). By signing below, I attest that I have fully read and understand and agree to the terms above and that there are no discrepancies that have not been addressed.

By signing below, I attest that I have fully read, understand and agree to the terms (pages 1-4) and that there are no discrepancies that have not been addressed.

Client agrees that additional materials/services required to complete the work the client wants will be the responsibility of the client regardless of estimated needs or time. All invoices must first be verified by office administration before the end balance is valid, client is responsible for the verified amount regardless of mathematical error/omission of materials or services rendered.

I, _____ (Customer), agree that I have been given an estimate on my packing & moving needs and will be billed for actual time and materials. I agree that I am solely responsible for securing valuables such as jewelry, cash and all other items listed in item 12 of this contract.

Customer Signature: _____ Date: _____

(CONTINUED FROM PAGE 2) and/or loss suffered by the Customer or any person(s) in connection with the Company providing its service at the Site.

6. **WAIVER OF JURY TRIAL:** Owner and Customer waive their respective rights to trial by jury of any action of law or equity brought by either Owner Against the Customer, or the Customer against the Owner/Company or employees and/or agents of either party arising from any business connection and/or business relationship between these parties or with this Moving Agreement, or use of Company services and applies to all claims of liability resulting either directly or indirectly.
7. **ENTIRE AGREEMENT; GOVERNING LAW:** This Moving Agreement is the entire agreement between Customer and Owner and may not be changed or ended orally. This Moving Agreement shall be governed by the laws in each state which it was executed. In the event the Owner is required to retain the services of an attorney to enforce any provisions of this Moving Agreement, customer agrees to pay in addition to sums due hereunder any resulting fees and costs incurred.
8. **BINDING AGREEMENT:** This Moving agreement is binding upon and shall inure to the benefit of the Owner, Customer and their respective heirs, legal representatives, successors and assigns.
9. **INVALIDITY:** If one or more of the provisions of the Moving Agreement are deemed to be illegal, or unenforceable, the remainder of this agreement shall be unaffected and shall continue to be fully valid, binding and enforceable.
10. **PAYMENT:** Customer may pay their final balance by means of cash, personal check, credit/debit card with the VISA, MASTERCARD, AMERICAN EXPRESS, or DISCOVER logo and signing Customer's full name. Company checks or company cards may be accepted *only* if moving property owned by the company or performing work on company premises (Example: Company XYZ is relocating their business office). **Storage Customers (e.g. moving items to relatives house, etc), must pay cash.**
11. **PRE-EXISTING DAMAGE:** Customer is solely responsible for all pre-existing damage. An inventory sheet will be filled out by Dielman movers, in regards to the condition and nature of pieces that exhibit damage before moving such items. The Customer will be informed and shown the damage found. The Customer must sign the inventory sheet before the Company will move these items.
12. **ITEMS THE COMPANY WILL NOT MOVE/IS NOT LIABLE FOR:** Standing floor lamps, contents of boxes that have been improperly boxed (including but not limited to: Flat-screen Televisions, mirrors, antiques, over/under filled boxes, lamps, art, **cash, jewelry, rugs, flatware, stemware, etc.**), undeclared Specialty Items, items that do not belong to the signing Customer, items that are too big to fit through exit/entry ways without causing damage, priceless works of art (any media), engineered wood pieces, "irreplaceable" items, biological matter (any kind), noxious/toxic chemicals or gases, explosives (any kind) and others. If Customer insists that the Company moves or stores these items regardless and the Company agrees (must have the Owner's authorization), then Customer releases Dielman Moving & Storage Inc., its staff and subcontractors from all liability including all damages that may result directly or indirectly as a result of the removal, transporting, storing, placing or disposing of these items.
13. **ABSENT CUSTOMER:** Customer is required to be at the pick-up site *by the time the movers arrive*, during the entire job and at the drop-off by the driver arrives with the truck. Any time spent waiting to gain access to work sites/areas to complete the agreed upon services, will be billed to the Customer. The Customer is encouraged to supervise all work and report any activity that isn't consistent with the agreed upon terms.