

## Terms and Conditions Covering Household Goods Moved or Stored

### 1) LIABILITY OF THE CARRIER

The carrier of the goods that are described in this Bill of Lading is liable for any loss of or damage to goods accepted by the carrier or the carrier's agent, except as provided in this Bill of Lading.

### 2) EXCLUSIONS OF LIABILITY

The carrier will not be liable for the following:

- a) loss, damage or delay to any of the goods described in this Bill of Lading caused by an Act of God, public enemies, riots, strikes, a defect or inherent vice in the goods, the act or default of the consignor, owner or consignee, authority of law, quarantine, delay caused by mechanical breakdown and extreme weather conditions;
- b) unless caused by the negligence of the carrier or the carrier's agent or employee:
  - i) damage to fragile articles that are not packed and unpacked by the contracting carrier or by that carrier's agent or employee(s);
  - ii) damage to the mechanical, electronic, software or other operations of radios, stereos, clocks, computers, TVs, VCRs, DVDs, appliances, musical instruments and other equipment, irrespective of who packed or unpacked such articles, unless servicing and preparation was performed by the contracting carrier or by that carrier's agent or employee(s), or there is physical damage to the item caused by the carrier.
  - iii) loss of contents of consignor packed articles unless the containers used are opened for the carrier's inspection and articles are listed on this Bill of Lading's inventories and receipted for by the carrier.
- c) damage to or loss of a complete set or unit when only part of such set is damaged or lost, in which event the carrier is only liable for repair or recovering of the lost or damaged piece or pieces with depreciation; In the event of property damage, the carrier is only liable to repair the directly affected area to the best of their ability.
- d) damage to the goods at the place or places of pick-up at which the consignor or the consignor's agent is not in attendance and cannot give a receipt for goods picked up;

- e) damage to or loss of the goods at the place or places of delivery at which the consignee or the consignee's agent is not in attendance and cannot give a receipt for goods delivered.
- f) Good Movers expressly excludes any liability for damage caused to or caused by any of the following items or situations: a) Items of extraordinary value. Such items may include, but are not limited to: antiques, collectors items, rare stamps or coins, items of rare artistic value, furs, jewelry; b) Loss or damage to bills, currency, securities, notes; c) Firearms, explosives, corrosive items; d) Perishable goods such as, but not limited to, food; e) Delicate electronic equipment, including, but not limited to, computers, copy machines, telephone equipment; f) Items composed partially or totally of slate, stone, cast metal, or ceramics; g) Liquids; h) Goods wholly or partially packed by Shipper; i) Pets and Plants (live, artificial or dried); j) The working condition of home appliances in the absence of visible damage; k) Goods which due to inherent weakness cannot sustain the stress of moving, such as furniture composed of composition board and/or veneer; l) Shipper helping moving his/her belongings; m) The assembly and/or disassembly of items; n) Glass which is either beveled, antique, unbacked, curved, unframed or has a dimension of 36" or more; o) Failure of the Shipper to remove unsafe conditions along the path of the move such as, but not limited to snow and ice; p) Defects in furniture, such as protruding staples; q) Packing requested on the day of the job; r) The loading or unloading of Shipper rented vehicles; s) Wet paint or like material(s) on the premises; t) Standing lamps.
- g) Storage valuation covers damage only; in the event of a fire, subject to maximum liability based on the level of protection you choose.

### 3) VALUATION

Good Movers is liable for the goods that you ask them to transport. However, there are two different kinds of liability: Full Value Protection and Released Value.

Under Full Value Protection, Good Movers is liable for the replacement value of lost or damaged goods in your entire shipment. If any article is lost, destroyed, or damaged while in Good Mover's custody, Good Movers will, at our discretion, offer to do one of the following:

- Repair the item

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

Under this option, Good Movers limits our liability for loss or damage to articles of extraordinary value, unless you specifically list these articles on the shipping documents (Bill of Lading). An article of extraordinary value is any item whose value exceeds \$100 per pound (such as jewelry, silverware, china, furs, antiques). The federal minimum level of coverage is \$6.00 times the estimated weight of the shipment with \$5000 of minimum coverage regardless of weight. In addition, the maximum level of coverage is \$60,000 per loaded truck.

There are two options for Full Value Protection, (1) \$0 deductible and (2) \$500 deductible. For option (1), the charge is 1.5% of the valuation and for option (2) the charge is 0.5% of the valuation. A simpler way to think about it might be, under option (1) the rate is \$15.00 per \$1000 in valuation and under option (2) the rate is \$5.00 per \$1000 in valuation. For example, if the estimated weight of your move is 3500 pounds, the minimum level of valuation would be 3500 pounds times \$6.00 equals \$21,000. Therefore, the charge for option (1) would be \$315.00 ( $\$21,000 \times 1.5\%$ ) and the charge for option (2) would be \$105.00 ( $\$21,000 \times 0.5\%$ ).

The most economical protection available is Released Value since it is offered at no additional charge. However, the protection is minimal. Under this option, Good Movers assumes liability for no more than 60 cents per pound per article. For example, if Good Movers lost or damaged a 10-pound stereo component valued at \$1,000, you would only receive \$6.00 in compensation (60 cents x 10 pounds).

There is no additional charge for Released Value. However, you must sign a specific statement on the bill of lading or contract to agree to it. But remember, it compensates you according to the weight of the item, not its actual value. And, if you do not select Released Value, your shipment will automatically be transported at the Full Value Protection level of liability and you will be assessed the applicable charge.

Salvage Clause: Where replacement or total loss payment of an article is made, the Company at its sole option, shall have the right to salvage of the article.

Full Value Protection and Released Value are not insurance policies governed by state insurance laws; instead, they are Federal contractual tariff levels of liability

authorized under Released Rates Orders of the Surface Transportation Board of the U.S. Department of Transportation.

This content and policies come from guidelines set forth by the Federal Motor Carrier Safety Administration (FMCSA). For more information, see:  
<https://www.fmcsa.dot.gov/protect-your-move/valuation-insurance>

You should also check out the following document prepared by the FMCSA to make sure you're hiring a legal moving company:  
<https://www.fmcsa.dot.gov/sites/fmcsa.dot.gov/files/docs/Rights-and-Responsibilities-2013.pdf>

#### 4) NOTICE OF CLAIM

- a) A carrier is not liable for loss, damage or delay to any goods carried under this Bill of Lading unless notice of the loss, damage or delay setting out particulars of the origin, destination and date of shipment of the goods and the estimated amount claimed in respect of such loss, damage or delay is given in writing to the original contracting carrier or the delivering carrier within 10 days after delivery of the goods.
- b) Either the original contracting carrier or the delivering carrier, as the case may be, must acknowledge receipt of claim within 30 days after receipt of the claim.

NOTE: Exceptions noted and receipted at the time of delivery do not constitute a notice of claim to the original contracting carrier or delivering carrier. It is the consignee, consignor, owner or authorized agent's responsibility to forward written notice of claim as laid out above.

#### 5) ARTICLES OF EXTRAORDINARY VALUE

A carrier is not bound to carry any documents, currency, jewelry, antiques or any articles of extraordinary value unless by a special agreement to do so. If such goods are carried without a special agreement and the nature of the goods is not disclosed on the face of this Bill of Lading, the carrier is not liable for any loss or damage.

#### 6) DANGEROUS GOODS

Every person, whether as principal or agent, shipping explosives or dangerous goods without previous full disclosure to the carrier as required by law, must indemnify the carrier against all loss, damage or delay caused by those explosives or dangerous goods, and such goods may be warehoused at the consignor's risk and expense. Any liquids, powders,

dyes, and other substances that can leak, spill or seep into the shipment or that of others creating loss or damage can render the party responsible for all costs associated with said loss or damage. The carrier will not accept articles which cannot be taken into or out of premises without causing damage to the article or premise unless the consignor, consignee, owner or authorized agent assumes liability in writing.

#### 7) IKEA TYPE ASSEMBLED ENGINEERED WOOD FURNITURE

Typically furniture that is manufactured from press-board, particle board and or engineered wood is designed to be packaged in a box for overseas shipping. This greatly reduces shipping costs and consumers “build” the furniture at home with basic instructions or a store may assemble it for their customers. Some items will not fit in or out of rooms unless dismantled which can be time consuming and difficult. Especially if there are no manuals available. Some items will fit out of homes assembled and consumers prefer to move the items without taking them apart again only to rebuild them later. Therefore some items are moved assembled at the customers request. Damages typically occur because the furniture is not engineered to be moved after initial assembly. Overall low-grade materials may result in damage and as a carrier we will be as careful as possible and not liable for any damage/breakage due to this inherent vice. Even dismantling and rebuilding particle board makes the joints weaker each time this is done. The assembled materials are not structurally sound for moving and the carrier is not liable for any damage or breakage. Please ask your move manager for any further details to ensure you fully understand all available options you have in handling of these items.

#### 8) PAYMENT

Deposits of 10% are taken for all flat rate moves and \$50 for all hourly moves. It is payable via credit card online. For local moves (within 35 miles), payment is due upon the completion of the move. For local moves, the company accepts cash, personal check, or credit card payments. **Credit card payments are subject to a 3% processing fee. For long distance moves (more than 35 miles), the company only accepts cash or certified check or money order.** A deposit of 10% must be made to reserve your move, followed by 40% due at pickup, and the remaining 50% at delivery. The balance must be made at delivery, PRIOR to receiving your goods.

#### 9) PREPARATION

You must be prepared on move day, especially for flat rate moves. All boxes must be clearly labelled if you would like them in specific rooms at

destination. All items that need to be transported must be packed including TVs, pictures, mirrors, lamps, and lamp shades. All boxes must be completely sealed with tape and packed such that they are able to sustain the weight of other boxes during transport (no empty space in the boxes). Good Movers will not accept any liability for items that are either not packed or poorly packed.

10) FLAT RATE MOVES

Pricing for flat rate moves are based on the inventory we gather either in person, or over the phone. If you decide to add inventory to your move the price will increase.

- 11) By choosing to hire Good Movers the consignee agrees to the conditions of carriage as outlined in this document.