

These conditions explain the rights, obligations, and responsibilities of all parties to this Agreement. Where we use the word “Customer” it means you. Where we use the term “Company” this means RJ’S Moving And Hauling. The terms and conditions of the Terms of Service can be varied or amended subject to prior written agreement. In Clauses Damage to goods, Damage to premises or property other than goods, and Exclusions of liability Company limits or excludes Company liability for loss and damage. Company recommends the Customer to arrange insurance to cover Customer goods or premises.

1. QUOTES

1.1 WHAT IS INCLUDED

Included in each quote is: an itemized price list for each charge related to your move, the time and date requested to complete your move, the total number of Company’s crew members that are assigned, and the addresses the crew will be working.

1.2 WHAT IS NOT INCLUDED IN OUR QUOTES

Our quote, unless otherwise stated, does not include insurance, cancellation/postponement waivers, or any fees or taxes payable to government bodies or agencies.

1.2.1 WORK NOT INCLUDED

The following is not included in the Company’s Quotation, unless agreed by the Company in writing prior to the beginning of work:

- Dismantle or assemble furniture of any kind; with the exception of certain beds, baby cribs or kitchen tables.
- Disconnect, re-connect, dismantle or re-assemble appliances, fixtures, fittings or equipment.
- Take up or lay fitted floor coverings.
- Move or store any items excluded under Clause Excluded Items.
- Dismantle, move or assemble garden furniture and equipment including, but not limited to: sheds, greenhouses, garden shelters, outdoor play equipment, satellite dishes, move paving slabs, planters and the like.

1.2.2 ADDITIONAL CHARGES

Unless already included in the Company Quotation, reasonable additional charges will apply in the following circumstances:

- The moving of grand pianos, weight lifting equipment, or like large or extra heavy items.
- Collection of goods above the ground floor, where the elevator is not suitable for freight.
- The entrance or exit to the premises, stairs, elevators or doorways is inadequate for free movement of the goods without mechanical or structural alteration, or the approach, road or drive is unsuitable for our vehicles and/or containers to load and/or unload within forty (40) feet of the doorway.
- The Customer, or their Agents, request collection or access to the Customer's goods while in storage.

2. YOUR RESPONSIBILITY

2.1 BEFORE YOU SCHEDULE

2.1.1 YOU MUST HAVE LEGAL RIGHTS TO THE GOODS BEING MOVED

By entering into this Agreement, you guarantee that:

The goods to be moved are property, the goods are Your property free of any legal charge; or You have the full authority of the owner or anyone having a legal interest in them to enter into this Agreement and You have made the owner fully aware of these terms and conditions prior to entering into this Agreement and that they have agreed to them.

If at any time following the effective date of this Agreement another person has or obtains an interest in the goods Customer will advise Company of their name, telephone number and address in writing immediately. The new owner shall be made part to this Agreement. Customer agrees to fully indemnify and hold harmless the Company its members and its representatives from any damages, loss, cost or liability including legal fees and the cost of enforcing this indemnity arising out of or resulting from any breach of this Section 2.1.1.

Agreement with the Customer will remain in force until the Company has received an executed Agreement from the third-party. This Agreement may only be assigned to a third-party with the prior written consent of the Company. If assigned, the Company will

need the name, phone number and address of the assignee. The assignee shall become party to a new agreement of terms and service.

2.1.2 GOODS COMPANY WILL NOT MOVE OR STORE FOR CUSTOMER

Unless previously agreed in writing by an authorized Company representative, the following items must not be submitted for moving and will under no circumstances be moved or stored by Company. The items listed below may present risks to health and safety and risk of fire. The Customer should make your own arrangements for the transport and storage of the following:

- Potentially dangerous, damaging or explosive items, including gas bottles, aerosols, paints, firearms or ammunition.
- Jewelry, watches, trinkets, precious stones or metals, money, deeds, securities, mobile telephones, portable media and computing devices, stamps, coins, or goods of any similar kind.
- Goods (Customer belongings) likely to encourage vermin or other pests or to cause infestation or contamination. Company shall notify you in writing as soon as practicable if any of the Goods, are in our opinion hazardous to health, dirty or unhygienic or likely to attract vermin or pests and under what conditions we would be prepared to accept such Goods or whether we refuse to accept them. Should Company refuse to accept the goods we will have no liability to Customer.
- Perishable items and/or those requiring a controlled environment.
- Any animals, birds, fish, reptiles or plants. Goods which require special license or government permission for export or import.
- Under no circumstances will Prohibited or stolen goods, drugs or pornographic material be moved or stored by Company.
- If Customer submits such goods without Company knowledge the Company will make them available for Customer collection and if Customer does not collect them within a reasonable time the Company may apply for a court order to dispose of any such goods found. Customer agrees to pay the Company any charges, expenses, damages, legal costs or penalties reasonably incurred by the Company in disposing of the goods.

2.1.3 CHARGES FOR SPECIALTY ITEMS

It is the Customer's responsibility for paying additional charges for Pool tables, pianos, treadmills, elliptical, riding lawn mowers, safes, gun safes, hot tubs, motorcycles, and other items that may be added to this list upon assessment of Company. You will be charged a "specialty item" charge. It will be in addition to the hourly charge of the move.

2.1.4 SCHEDULING

After receiving a quote, the Customer is responsible for notifying the Company of the date of which you intend to use the services. You are responsible for notifying the Company of any date changes, postponements, or cancelations at least 72 hours in advance of the original scheduled date of service.

2.1.4.1 CHARGES IF YOU POSTPONE OR CANCEL YOUR REMOVAL

A seventy-two (72) hour notice is required in order to avoid a cancellation/rescheduling fee for moves scheduled Tuesday-Thursday and ninety-six (96) hours cancellation/rescheduling notice is needed for moves scheduled on a Monday. A rescheduling fee may be required, if normal moving resources are not available that day and create a condition where Company has to rent or hire additional moving resources to accommodate Customer's rescheduled move date.

Payment can be made in cash, Certified Check, US Postal Money Order, Credit/Debit Cards. Credit or Debit cards may incur 4% surcharge at the discretion of the Company. There will be a \$50 charge for any returned check.

2.1.5 RESERVATION DEPOSIT

Customer is responsible for paying a reservation deposit before you schedule your move. This deposit must be paid in full and at the time of booking. No reservations are made on the Company's booking calendar without a fully paid reservation deposit. The reservation deposit is Non-Refundable.

2.2 BEFORE YOU MOVE

2.2.1 NOTIFICATION OF DELAYS & UNFORESEEN CIRCUMSTANCES

2.2.1.1 SELF-PACKING

If Customer elects to waive having the Company pack your items, you are responsible for properly packing and crating your items. Customer is responsible for completing the packing by the date of your scheduled service. Any additional packing by the Company that is necessary to properly complete the move may be reflected in additional charged hours to Customer's final bill.

Additional hourly charges may be applied if the Company's moving crew is prevented from working while the Customer completes packing of Customer goods.

2.3 AFTER YOUR MOVE

2.3.1 FINAL PAYMENT

Unless otherwise agreed by the Company in writing, payment is required in full by cleared funds, cash or credit card, at the end of the moving period.

2.3.2 CLAIMS

If the Customer or Customer's authorized representative collects the goods from storage, the Company must be notified in writing of any loss or damage at the time the goods are handed to Customer or Customer's agent or as soon as practically possible. For goods which the Company delivers, the Customer must give the Company detailed notice in writing of any loss and damage within 48 hours of delivery by the Company. Company may agree to extend this time limit upon receipt of Customer written request provided such request is received within 48 hours of delivery. Consent to such a request will not be unreasonably withheld, but consent must be provided in writing by the Company.

3. OUR LIABILITY FOR LOSS OR DAMAGE

3.1 RIGHT OF REFUSAL

We reserve the right not to service you under conditions that, at our sole discretion, we consider dangerous, unsanitary, abusive or contained outside the scope of household moving. In the event we exercise this right, we will not be liable to you or any other entity for direct or consequential damages. Customer forfeits their deposit and will be charged a minimum of one hour of labor, at the Companies discretion.

3.2 DAMAGE TO GOODS

3.2.1 RIGHT TO REPAIR

The Company reserves the right to repair any damaged item before Customer has it repaired or replaced. In case Customer chooses to repair or replace the damaged item before the Company has been given an opportunity to do so, the Company's liability will be limited to \$.60 per pound per article as stated by law.

3.2.2 VALUATION COVERAGE

3.2.2.1 EXCLUDED ITEMS – WHAT IS NOT COVERED

Understanding the exclusions list will help you prepare better for your move:

- Any items that were packed by Customer or Customer Agent and not by Company movers.
- Any furniture items when furniture pads are not used for protection; based on Customer refusal for Company to use them.
- Special care items, including glass tops and mirrors or high value items such as digital TV sets, without proper packing and preparation.
- We will not be held responsible for any kind of planters/pots made of clay, porcelain, ceramic or glass.

3.2.2.2 IF WE PACK – WHAT IS COVERED

Despite the long list of exclusions and limitations; we do cover items that we knowingly or without dispute damage. Released Valuation Coverage is provided on these items or all items dropped or damaged on-site while in the possession of our movers, assuming they do not meet any of the Items not excluded in Clauses 2.1, 2.1.3 and 3.2.2.1.

3.2.2.3 IF YOU PACK

The Company provides a free Released Valuation Coverage on all moves. Any item not packed by Company that is damaged during the move, regardless of method of damage, will be reimbursed only at the federally mandated \$0.60 per pound coverage rates regardless of the original or depreciated cost of the damaged item.

3.2.2.4 IF WE DRIVE

What is covered: Despite the long list of exclusions and limitations; we do cover items that we knowingly or without dispute damage. Released Valuation Coverage is provided on all items dropped or damages on site while in the possession of our movers, assuming they do not meet any of the exclusions above.

3.2.2.5 IF YOU DRIVE

The Company has no responsibility for goods damaged.

3.2.2.6 TRUE LIMIT FOR CLAIMS

If Customer or Customer's authorized representative collect the goods, the Company must be notified in writing of any loss or damage at the time the goods are handed to Customer or Customer agent or as soon as practically possible. For goods which the Company delivers, Customer must give Company detailed notice in writing of any loss and damage within 48 hours of delivery by Company. Company may agree to extend this time limit upon receipt of Customer written request provided such request is received within 48 hours of delivery. Consent to such a request will not be unreasonably withheld.

3.3 DAMAGE TO PREMISES OR PROPERTY OTHER THAN GOODS

- If Company causes loss or damage to premises or property other than goods for removal as a result of our negligence or breach of contract our liability shall be limited to making good the damaged area only.
- If Company causes damage as a result of moving goods under Customer express instruction, against our advice, and where moving the goods in the manner instructed is likely to cause damage, Company shall not be liable.
- If Company is responsible for causing damage to Customer premises or to property other than goods submitted for removal and/or storage, Customer must note this on the delivery receipt as soon as practically possible after the damage occurs or is discovered in any event within a reasonable time as determined by Company.

3.4 EXCLUSIONS OF LIABILITY

3.4.1 RELEASE OF LIABILITY FOR CERTAIN ITEMS

Occasionally it may not be possible to place items where you would like them without possible damage to the items or premises. If this situation arises, the Company will present Customer with a release form indicating that you accept responsibility for any ensuing damage. Company will not attempt to bring Customer's items to their desired location unless the release of liability has been signed.

3.4.2 DISASSEMBLY & INSTALLATION

Company will not disconnect and reconnect washers, dryers and refrigerators. We will not replace electrical cords on dryers. Refrigerator doors sometimes need to be removed in order to go through narrow hallways or doors Company will not take off doors that have water or electrical connection going through them and Company will not remove freezer bottom drawers on refrigerators. If Customer knows that this needs to be done in order to move the refrigerator in or out of the area where it is located, please contact an appliance company to do that ahead of time. Under no circumstances will Company be involved in such tasks. Washers that are front loaders have locks to

secure the drum during the move. Company can install and remove these locks, but Customer must provide these locks in order for Company to move the washer in a safe manner (these locks usually come with the washer when purchased.) Company will not be held liable for any internal damage to any electrical or electronic equipment (which may be a loose wire, blown fuse, etc.)

3.4.3 PRIOR, EXISTING OR POST SERVICE DAMAGE

Company is in no way responsible for damage to items that were preexisting or occurred prior to date of the service completion or after the date of the service completion.

3.4.4 IMPROPERLY SELF-PACKED OR SELF-PREPARED ITEMS

Company is not responsible for self-packed items damaged as a result of improper packing procedures and techniques.

3.4.5 DAMAGE PRONE GOODS

Any kind of furniture that is made out of pressed or particle material will have very limited to no value as far as liability of the Company. We will not disassemble or reassemble furniture made of this material. Should Customer choose to disassemble your furniture, Company will move the pieces and will not reassemble upon delivery.

3.4.6 INCLEMENT WEATHER

Company is not held liable for damages caused by inclement weather.

3.4.7 VALUABLES

Company will not move or be liable for any valuables such as documents, medicine, priceless items, jewelry, and currency. Company will not be responsible or liable for any firearms. Please remove any firearms prior to Customer move.

3.4.8 DELAYS IN TRANSIT

Other than by reason of Company negligence or breach of contract, Company will not be liable for delays in transit. The Agreement will then be fulfilled and any additional service(s), including storage and delivery, will be at Customer expense. Any transit times quoted by Company are estimated and based upon information known to Company at the time. Transit times may vary due to a number of factors outside Company control including but not limited to changes in sailing or departure dates made by the freight/shipping company, changes in the routes used by the freight/shipping company and port congestion. We will advise Customer of any material changes to the transit times as soon as Company become aware. Company will not be liable for any

loss or damage incurred by Customer as a result of delays in transit time unless directly attributable to Company negligence or breach of contract. Company Right to Hold the Goods (lien) "Lien" is the legal right of the remover to hold goods until the Customer has paid all outstanding charges. Company shall have a right to withhold and ultimately dispose of some or all of the goods if Customer fails to pay the charges and any other payments due under this or any other Agreement. These include any charges that Company has paid out on Customer behalf. While Company holds the goods Customer will be liable to pay all storage charges and other costs (including legal costs) reasonably incurred by Company in recovering Company charges and applying Company right of lien. These terms and conditions shall continue to apply.

3.4.9 ARRIVAL WINDOWS

Company will give you an estimated window of arrival. Company will do everything to make sure that we arrive there within that window, but please remember that the window of arrival time is an estimate. If Company is running early or late, we will call Customer as soon as possible and let you know.

3.5 DISPUTES

In any arbitration or litigation, the prevailing party shall be entitled to recover from the losing Party reasonable attorney's fees and other costs and expenses of the arbitration or litigation as awardee by the Court. The arbitrator will be selected by Company. The parties each waive their right to trial by jury.

3.6 ROUTE AND METHOD

Company has the right to choose the method and route by which to carry out the work and the location in respect of storage. Unless it has been specifically agreed otherwise in writing in the Company Quotation, other space/volume/capacity on Company vehicles and/or the container may be utilized for consignments of other customers.

3.7 APPLICABLE LAW

This Agreement is governed by and shall be construed in accordance with the laws of the State of Oregon, without regards to its conflicts-of-laws principals.