

# AMS Mighty Movers CLIENT CONTRACT AGREEMENT DOT #2352814

2021 Robertson Rd. Hernando, MS 38632 662-292-7301 Dear Valued Customer, This is your contract. Please have this form completed when AMS Mighty Movers arrives. Thank You!!

### www.amsmightymovers.com

DATE(S) OF SERVICE: _		
Customer Name: (last)	(first)	
Company Name (if applicable):		
Home #: ( ) Cell #: ( )	Work #: (	)
Home #: ( ) Cell #: ( ) Fax #: ( ) Email:		
Address From: (street)		_ (apt #)
(city) Apartment Complex or Subdivision (if applicable): *Please check if the following apply: [	(state)	(zip)
Apartment Complex or Subdivision (if applicable):		
*Please check if the following apply:	□ stairs □ long walk □ steep o	driveway
Address To: (street)		_ (apt #)
(city) Apartment Complex or Subdivision (if applicable):	(state)	(zip)
Apartment Complex or Subdivision (if applicable): *Please check if the following apply: Which method of payme _ Cash _ Check _ Money order _ Visa _ Mast *By signing this document I understand that I at Mighty Movers. I am acknowledging that I have and conditions of the company policies and li understand that upon completion of the job I an in full for services rendered. I understand that in my account, that I will be held responsible for  ×	ent do you plan to use?  terCard   Discover Card   A  m entering into a binding  e read, fully understand, a  mits of liabilities for AM  n responsible for providir  the unlikely event that a  c any monies due and all a	american Express g agreement with AMS and agree to the terms S Mighty Movers. I ng immediate payment collection may arise on associated legal fees.
		1
TO BE COMPLETED UPON	COMPLETION OF MOV	E:
Move was o	_	
Signature of customer or of	designated representative	
Witn	ess:	
×		
Signature of AMS Might	y Movers representative	

#### **COMPANY POLICIES & LIMITS OF LIABILITY**

- (1) The scheduling fee as of January 17, 2013 is a flat rate \$99. This fee will not be refunded under any circumstances. AMS Mighty Movers reserves the right to alter this fee at any time before the signing of this contract by an AMS Mighty Movers representative. This fee may be transferred to another day if you request to not move on the scheduled day due to weather conditions, including, but not limited to, rain, snow, ice, etc. Other "special circumstances" may be considered if the customer and management come to an agreement prior to the signing of this contract by an AMS Mighty Movers representative. In the unlikely event that you must reschedule your move, and AMS Mighty Movers does not approve your "special circumstance," you will be charged a flat rate \$99 rescheduling fee. (Your fees compensate AMS Mighty Movers for work lost should you decide not to move as scheduled.)
- (2) AMS Mighty Movers reserves the right to reschedule any move to an agreed upon time, without liability, if there is inclement weather, including, but not limited to, rain, snow, ice, etc. In the event of this occurrence, the customer would not be responsible for a rescheduling fee.
- (3) AMS Mighty Movers reserves the right to limit our work day to 12 hours. As some of our moves in the past have taken longer than 12 hours, depending on the situation, AMS Mighty Movers will try to provide the customer with prior notice in the event we must limit the work day to 12 hours.
- (4) As of January 17, 2013 the AMS Mighty Movers hourly rate is **\$89 per hour** for **2 men**, with a **3 hour minimum**. If extra personnel are required, there will be an additional rate of **\$40 per hour per man**.
- (5) The customer must pay balance in full upon completion of the job. Any damage claims must be noted on the contract, and followed up by a phone call from the customer to AMS Mighty Movers. Damage claim calls must be conducted within **14 days** from the date services are rendered.
- (6) AMS Mighty Movers accepts cash, check, money order, and all major credit cards (Visa, MasterCard, Discover Card, American Express). Upon the unlikely event that a check is returned due to insufficient funds, the customer will be charged a \$35 returned check fee. AMS Mighty Movers reserves the right to deny any customer certain methods of payment for future moves, should problems arise. Receipts are issued upon completion of payment. If you choose to pay with a credit card, an additional credit card receipt may be emailed to you after payment is complete.
- (7) The customer or a designated representative must be present before, during, and after the move. Upon completion of the final "walk-through," the customer or a designated representative must sign off that all work has been completed in a satisfactory manner.
- (8) At AMS Mighty Movers, the clock starts when we arrive at the beginning location. The clock runs continuously until payment is completed at the final destination. Having your cash, check, money order, or major credit card ready will save you time and money.
- (9) AMS Mighty Movers offers specials from time to time. The customer may receive a discount if and only if the terms are agreed upon and approved by management prior to this contract being signed by an AMS Mighty Movers representative. AMS Mighty Movers reserves the right to alter or cancel any special prior to signing this contract.
- (10) AMS Mighty Movers will not perform any task we feel is unsafe. This is not only to protect our men, but yourself as well. The safety of any questionable task is to be determined by the head crew member on site.
- (11) AMS Mighty Movers will not work in areas where the floor is not finished, as in attics ceiling damage and personal injury may occur. AMS Mighty Movers assumes no responsibility for ceiling damage.
- (12) For safety reasons, we ask that you please keep small children and pets out of the work area.
- (13) AMS Mighty Movers will <u>not</u> move flammable or hazardous materials, under any circumstances, due to safety laws. This includes, but is not limited to, all of the following: explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives, and radioactive material. Examples: Nail polish remover,

paints, paint thinners, lighter fluid, gasoline, fireworks, oxygen bottles, propane cylinders, automotive repair and maintenance chemicals, and radio-pharmaceuticals.

- AMS Mighty Movers is sometimes asked to perform duties, which are nearly impossible. AMS Mighty Movers will not be responsible for damage caused by non-routine moving, including, but not limited to, standing pieces on end, sharp turns, overcrowded work areas, difficult stairways, snags and sharp edges in work areas and doorways, handling over balconies, railings, etc., tight squeezes, and damage caused by weather.
- (15) If AMS Mighty Movers feels pressure from the customer or their designated representative to rush, all work shall cease until the pressure is alleviated. Pressure results in damage and injury, so this is a precautionary measure for you and our men.
- (16) The customer may move their own glass, porcelain, ceramics, etc. Upon request, AMS Mighty Movers will move them carefully, but will not assume responsibility for breakage and/or damage.
- (17) AMS Mighty Movers will not take a truck off pavement or on steep grades. AMS Mighty Movers will not drive a truck over freshly graveled driveways. Any time spent positioning the truck(s), or time lost due to the truck(s) getting stuck will be at the customer's expense.
- (18) AMS Mighty Movers will only move <u>empty</u> appliances (refrigerator, freezer, washer, dryer, dishwasher, etc.), and aquariums. All live animals, including fish, must be transported via the customer.
- (19) **For waterbed owners:** AMS Mighty Movers will gladly move your waterbed. However, please note that we are not waterbed technicians. We will follow the customer's instructions, but you must make a final inspection before our crew leaves the premises. We will not send men out for later adjustments. If you prefer a waterbed company to move your bed, please do so.
- (20) **For piano owners:** AMS Mighty Movers will be glad to move your piano(s) for you if the work can be done safely. Unfortunately, damage may result to floor surfaces. If you wish to take this risk, AMS Mighty Movers will not be responsible. We do <u>not</u> move pianos up or down stairs. We can move small pianos when there are three steps or a short flight that is not longer than the measurement equal to the length of the piano. If the piano has lightweight legs (usually the front), we will take them off before moving the piano. However, AMS Mighty Movers will not be responsible in the event they will not go back on. If the customer elects to leave the legs on, we will not be responsible if damage occurs to them.
- (21) When moving household items, AMS Mighty Movers has found deterioration occurs over time due to age/heat/dry rotting, etc. Mattresses lump and disfigure upon disturbing, lamp shades and wiring also become brittle and rotten. If you wish, we will move them carefully, but will not be responsible for damage of deteriorated items.
- (22) Simulated wood products and pressed board have poor structural integrity, which does not lend itself to moving or repair. AMS Mighty Movers will move these items carefully, but cannot be responsible for damage of simulated wood or pressed board products.
- (23) AMS Mighty Movers liability for scratches and other surface blemishes, including tears and cracks, to and including, but not limited to, wood, upholstery, and leather shall be limited to a maximum of \$\frac{\\$100 per item}{\$}\$ unless higher limits are agreed upon *in writing* prior to the move.
- (24) AMS Mighty Movers shall be responsible for replacement of any lost items, which are listed on the attached Inventory Page and inspected prior to the move (subject to the above limits).
- (25) The condition of any item(s) boxed by the customer are not inspected prior to the move. These item(s) are not insured by AMS Mighty Movers, and are the full responsibility of the customer.
- (26) AMS Mighty Movers shall in no way be responsible for the working condition of electronic equipment, grandfather clocks, or any other piece of mechanical equipment. Damage to cabinets and surfaces of such equipment will be treated as stated in condition #23 above.
- (27) Liability is limited to a maximum of \$100 for damage to floors, walls, doors, and painted surfaces. Liability limit may be raised if agreed upon *in writing* prior to the move.
- (28) AMS Mighty Movers reserves the right to repair or replace any damaged item(s).

© AMS Mighty Movers 2014 Page 3 of 6

- (29) AMS Mighty Movers shall not be responsible for damage to accounts, bills, checks, evidence of debts, letters of credit, passports, tickets, documents, manuscripts, notes, mechanical drawings, securities, currency, money, bullion, precious stones, jewelry, or other similar valuables, paintings, statuary, or other works of art, or property carried gratuitously or as an accommodation. The process of removing drawers must be done in the presence of the customer or their designated representative.
- (30) AMS Mighty Movers shall not be responsible for plants or pets.
- (31) AMS Mighty Movers shall not be responsible for damage to items requiring special instructions if customer fails to provide such instructions, including, but not limited to, disassembly or assembly of said items and any special preparation required.
- (32) AMS Mighty Movers may use dollies to facilitate removal or placement of appliances, heavy items, etc., and damage, including, but not limited to, indentation, scuff marks, etc., which may result to soft floors, are not the responsibility of AMS Mighty Movers.
- (33) AMS Mighty Movers may use dollies to move heavy objects, including, but not limited to, pianos, appliances, items over 300 lbs., etc. Any damage to floor surfaces including, but not limited to, parquet, hardwood, ceramic, marble, entrance halls, etc., are not the responsibility of AMS Mighty Movers. If the floor can be pulled by thumbnail, we are not responsible for damage. AMS Mighty Movers may use water or soapy water to facilitate removal or placement of appliances.
- (34) AMS Mighty Movers will connect your appliances, including, but not limited to refrigerator, freezer, dishwasher, washer/dryer, and ice makers *upon request*. The customer or their designated representative must check or accept any plumbing connections. Any assistance we give is as a courtesy only. Water and drain connections are the responsibility of the customer. Please keep in mind that we are not plumbers.
- (35) AMS Mighty Movers cannot be responsible for the working condition of major appliances.
- (36) AMS Mighty Movers cannot be responsible for dents or scratches on major appliances. They are covered by a thin metal that has an extreme affinity to dent and scratch.
- (37) AMS Mighty Movers will shrink wrap and/or pad most furniture and appliances to help better protect them during transport. If there are additional items that you would like to be shrink wrapped or padded, please let a crew member know on site, and they will be glad to do so for you. AMS Mighty Movers does not guarantee that these items will not be damaged.
- (38) AMS Mighty Movers assumes no liability or responsibility for any items and cargo placed in the customer's own vehicle, or rental equipment, which AMS Mighty Movers does not transport. AMS Mighty Movers will not be responsible for helping load or unload items into any vehicle, or rental equipment, which we do not transport.

Under Federal Law we are required to provide you with your *Rights and Responsibilities*. If you would like, you can access the document online by going to the Federal Motor Carrier Safety Administration's website: http://www.fmcsa.dot.gov/rules-regulations/administration/fmcsr/fmcsrredirectpage.aspx?contentid=1479

#### MOVING TIPS:

- ✓ Try to keep all boxes under 50 lbs.
- ✓ Use caution when packing breakable and fragile items. Use bubble wrap and lots of padding.
- ✓ Be sure to label your breakable/fragile boxes and place those on top.
- ✓ Mark your boxes by room, so it is easier for you to know where they belong.
- ✓ For any power tools and lawn equipment, make sure you drain the gas.
- ✓ Make sure all drawers are empty from loose items. (Clothing can be left inside)
- ✓ For an added peace of mind, you can take your valuable possessions with you in your own vehicle.
- ✓ If you prefer to disassemble your furniture, you may do so, or AMS Mighty Movers will be glad to do it for you!

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## **Inventory Page**

Please check all items below, which AMS Mighty Movers will be responsible for transporting on your move:

\*If you have more than one of each item, please indicate how many\*

□ 3 cushion sofa □ 2 cushion sofa □ Recliner(s) □ Coffee table □ End tables □ Entertainment center □ Flat screen TV(s) □ Projection screen TV(s) □ Grandfather clock □ Stereo components □ Ceiling fan(s) □ Bookcase(s) □ King bed □ Queen bed □ Full bed □ Twin bed □ Bunk bed □ Waterbed	□ Crib □ Mattresses □ Dresser(s) □ Mirror(s) □ Chest(s) □ Armoire(s) □ Nightstand(s) □ Refrigerator □ Mini fridge □ Freezer □ Stove □ Dishwasher □ Microwave □ Washing machine □ Dryer □ Computer desk □ Filing cabinet(s) □ Office equipment	□ Desktop computer(s) □ China cabinet □ Buffet table □ Dining room table □ Piano/Organ □ Aquarium □ BBQ Grill □ Lawn equipment □ Patio furniture □ Ladder(s) □ Hot tub □ Exercise equipment □ Pool/Ping Pong table(s) □ Security safe □ Large or specialty items not listed previously:
	OMPLETED UPON COMPLETION (	
be specific in your description of t	any damage claims you would like to rephe item(s) damaged and the damage itselumits of Liabilities regarding damage claim	f. See condition #5 of the <i>Company</i>

Qu	oted Amount (if applica	ble):	<del></del>
Start time:		End time:	
Nover Name:		Hrs Wo	rked:
lover Name:		Hrs Wo	rked:
Mover Name:		Hrs Wo	rked:
Mover Name:		Hrs Wo	rked:
Mover Name:		Hrs Wo	rked:
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	ADDIT	TIONAL FEES:	
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		\$	