

Terms of Service

1. The terms "we", "us", "our", "company", "mover" and "movers" refer to Forest City Moving, an Ontario business entity,
2. The term "you", "customer" and "client" refers to: (i) you individually, (ii) any other person for whom you are legally authorized to act, and (iii) any other person who is legally authorized to act for you, in connection with movement and/or storage of your household goods and personal effects ("goods");
3. The term "pbo" stands for packed by owner; referring to anything that was packed/ boxed/ wrapped not by our company but by the customer.

Booking with our company forms the basis of a legal agreement between "you" and "us" as outlined below:

COMPANY POLICIES

1. The customer or his/her representative must be present during the start of the move and final "walk- through". For hourly rate services, our time runs continuously until all of your service needs are completely satisfied, our tools and equipment are back in our vehicle(s) and payment is completed. We accept cash, money orders, company checks, credit/debit cards (3% processing fee on all electronic payments). **WE DO NOT ACCEPT PERSONAL CHECKS UNDER ANY CIRCUMSTANCES.**
2. For all moves, you must pay the booking deposit with a credit card or via E-transfer. The remaining balance due must be paid at completion of your job before we leave the premises. Any damages must be noted on our damage report during the final "walk-through" and pictures must be taken by a company employee before we leave the job.
3. We only move empty aquariums. (This means empty of water, and also empty of creatures such as lizards, turtles and snakes.)
4. We do NOT move waterbeds.
5. If the move requires work above and beyond the original order for services, we reserve the right to fulfill other obligations before completing additional work.
6. Company reserves the right to reschedule the move at an agreed upon time, without liability of any kind, if there is inclement weather, including, but not limited to, rain, snow, ice, etc. This is for the safety of not only the moving crews, but of our valued clients and their belongings as well. Company is not responsible for delay or trip termination due to weather or unsafe road conditions (ie- snow/ice, unsalted roads, accidents or other circumstances beyond the company's control etc).
7. Company is not liable in the event of a mechanical breakdown while on charter and will only be responsible for making up lost time at a mutually agreed date.
8. We reserve the right to send extra men to complete a job if the job is more then what was described in the original phone assessment or if a job is running beyond 8 hours on the clock (time of day, not man hours). The customer will be charged accordingly.
9. We reserve the right to limit our work day to 12 hours.
10. Our movers will move your pianos, appliances, and items over 300 lbs. if indeed the work can be done safely. We will not do anything we feel is unsafe in any way.
11. We do not move large upright pianos up or down stairs. If the piano has light weight legs (usually the front), we will not be responsible if they will not go back on if we take them off (sometimes the nut is loose inside the piano and will turn when you try to replace the leg).

12. Company will not take a truck off pavement or on steep grades unless deemed safe by the crew, or unless approved by the office. We will not drive a truck over freshly graveled driveways. Any time spent positioning the vehicle(s) or time lost due to vehicle(s) getting stuck will be at customer's expense.

13. We try to be as flexible as we can with scheduling. If we send a crew to your location and you cancel the move, the base fee will be charged to you based on the number of men and distance traveled.

14. Our company will not do anything that we feel is unsafe.

15. Our company will not work in unfloored attics. Ceiling damage and personal injury may result. Company assumes no responsibility for ceilings.

16. You may move your own glass, porcelain, ceramics, etc. yourself. If you wish, we will move them carefully, but will not be responsible for breakage and/or resulting damage to improperly customer-packed fragile items. We can wrap fragile items with furniture pads for protection but our liability limits any compensation when the customer has failed to properly pack said fragile items. If customer fails to properly pack fragile items, customer assumes all risks and responsibility for any damages.

17. For safety reasons, small children and pets must be kept out of work area. Our immediate work zone can be a hazardous place where serious injury could occur. We also reserve the right to refuse service if we arrive at a job location and find that other service providers such as painters, carpenters, roofers, locksmiths, etc are working at the dwelling. This is NOT a safe scenario for relocation services to be performed.

18. We are often asked to perform tasks that border on the impossible. Our company 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, handing over balconies, railings, etc., tight squeezes, and damage caused by weather. You will be asked to sign a waiver if we agree to attempt a move that we deem unsafe or unreasonable.

19. Our company will not move any flammables or hazardous material due to safety laws and regulations.

20. When moving household items, our company has found deterioration occurs over time due to age/heat/dry rotting. Mattresses lump and disfigure upon disturbing, lamp shades, lamp bases 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. If due to an inherent weakness in a piece of furniture (i.e.

defect, prior repair, unstable construction) if damage occurs, you understand that we will not be liable for any damage(s) to that piece.

21. Moving policy in regards to particle board/simulated wood products/ready to assemble furniture: since these items are not structurally created to be moved once assembled, we will not repair or replace these items if they are damaged by our services. Particle board/simulated wood/ready to assemble furniture products and pressed board have poor structural integrity which does not lend itself to moving or repair. We will move these items carefully but cannot be responsible for damage of said furniture. These items are excluded from any and all moving insurance coverage.

22. While under contract, all fees will be paid for by the client.

23. All deposits or booking fees are non refundable. If you need to cancel services or reschedule, we will honor your deposit for up 3 months.

24. We reserve the right to refuse to perform work without justifying our refusal. In the event that the customer has inaccurately or inadequately informed us of the work required, we will retain any deposits that have already been paid without refund.

25. We reserve the right to refuse work in the event that our movers arrive and find the working conditions to be hazardous for their health or safety, including but not limited to; fecal matter, urine, excessive animal hair and dander, excessive dust, mold or mildew, strong urine or musty odor(s), presence of rats/mice, roaches, fleas, bed bugs or other pest infestation, faulty steps or staircases, non cleared path ways, floors or walk ways, any situation deemed to be a risk to injury, domestic disputes or any violent activity presented upon the work site. In any of these

situations, our moving team and our office reserve the right to consider a fair hazardous condition fee rather than refusing the job outright. Any hazardous condition fees may apply per mover and will be added to the total cost of the bill.

LIMITS OF LIABILITY

1. Our company's liability for lost or damaged items is limited to \$.60 per pound per article (maximum of 167 lbs). The right is reserved by our company to repair or replace any damaged item(s). If damage occurs we will at our discretion repair the item(s) or compensate for its depreciated value or \$.60 per pound, whichever is the lesser of the two.

2. Our company will not be responsible for articles left behind in vehicles. At the completion of the move, you will be asked to do a final "walk-through" with your crew leader. At this time you are asked to inspect all items including the inside of vehicles. Anything left behind will be the full responsibility of the customer to pick up or pay for shipping, handling and a fair inconvenience processing fee (at the discretion of the manager or owner of our company) to have item(s) mailed to them if possible.

3. The condition of any item(s) boxed by customer (PBO/packed by owner) are not insured by our company and is the responsibility of the customer. Items that are not packed/ boxed/ wrapped or unpacked/unboxed/unwrapped by us will be full liability of the customer and at the customer's risk. We are not responsible for any damages to anything packed/ boxed/ wrapped by anyone other than us. Company is not responsible for unpackaged/ unboxed/ unwrapped or improperly packaged/ boxed/ wrapped items that may break due to packing/ boxing/ wrapping by the client.

4. Our company shall in no way be responsible for the working condition of electronic equipment, grandfather clocks, or any other piece of mechanical/electrical equipment (MCU/mechanical condition unknown). Since we do not know the mechanical condition of certain items or appliances, we only assume responsibility for items that receive visual damage due to our service. Our company does not cover the internal damage of furniture or objects that are not externally damaged, or visible at the time of the move and that are an unavoidable part of transportation of that particular object or furniture i.e. electrical goods. As these objects may be faulty prior to removal no matter how carefully they are handled.

5. Liability is limited to \$50.00 for damage to floors, walls, doors, and painted surfaces, in the event that we cannot correct the situation ourselves. We reserve the right to attempt to mend damages to said areas first. Liability limit may be raised by written agreement of both parties prior to move. We are not responsible for unprotected flooring.

6. Our company will not be responsible for damage caused by non-routine moving including but not limited to, standing pieces on end, sharp turns, over-crowded work areas, difficult stairways, snags and sharp edges in work areas and doorways, handing over balconies, railings, etc., tight squeezes, and damage caused by weather. Pictures will be documented and you will be asked to sign a waiver if we agree to attempt any non-routine moving request.

8. Our company shall not be responsible for loss or damage to accounts, bills, bonds, deeds, coin and stamp collections, alcohol, prescription medications, firearms and ammunition, 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 agent. We assume no responsibility for money, jewelry or other valuables. Please be sure that these items are safely put away before our movers arrive. Our company **STRONGLY RECOMMENDS THAT YOU PERSONALLY MOVE ITEMS OF SIGNIFICANT MONETARY OR PERSONAL WORTH**. We accept no responsibility or liability whatsoever for these goods that are damaged, stolen or lost whilst being handled by us (unless full packing is provided by our company).

9. Our company shall not be responsible for damage resulting when moving household items that have deteriorated or have an inherent weakness (see article #21 of company policies).

10. Our company shall not be responsible for glass in any form or damage resulting from glass breakage unless said items have been specially packaged by the customer. This applies to porcelain and ceramic items, also.

11. Our company shall not be responsible for pets in any way.

12. Our company may use dollies or a handtruck(s) to facilitate removal or placement of appliances, etc., and damage that may result to soft floors, such as, but not limited to, indentation, scuff marks, etc., are not the responsibility of our company.

13. Our company shall not be responsible for damage to waterbeds or any subsequent damage. We claim no expertise as waterbed technicians.

14. Our company shall not be responsible for damage to items requiring special instructions if customer fails to provide such instructions including, but not limited to, dis-assembly or assembly of said items and any special preparation required.

15. Our company assumes no liability or responsibility for any items and cargo placed in the customer's own vehicle or in rental equipment (not limited to ABF trailers, PODS or any other storage units). Our liability ends once we leave the job site and the liability of damages then falls on the transporter(s). The client assumes full financial responsibility and liability for any missing items or damage to their properties of the rented vehicle caused during the duration of the move from either party.

16. Our company may use dollies or a handtruck(s) to move heavy objects such as but not limited to pianos, appliances, items over 300 lbs., etc. Any floor surfaces including but not limited to parquet, hardwood, ceramic, marble, entrance halls, etc. and any damage that may result to soft floors, such as, but not limited to, indentation, scuff-marks, etc., are not the responsibility of our company.

17. Any damage caused by incomplete floor areas, such as, but not limited to, subsequent damage to ceilings, will not be the responsibility of our company.

18. Our company will not connect washer/dryer, water lines or ice makers. You or your 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 user. WE ARE NOT PLUMBERS.

19. Our company cannot be responsible for the working condition of major appliances. We may assist you with disconnecting or re-connecting certain appliances out of courtesy only but we will not be held liable in the event of injury or damage. The customer assumes all risks and liability. Our company strongly recommends you hire a professional service provider to install all appliances.

20. Our company 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.

21. Our company will not repair or replace pressed board or simulated wood furniture. Much of the budget priced furniture today is made from a pressed wood or wood byproduct material w/ a photograph of wood grain attached. Some of the wood grain look is simply paper and some is very thin plastic material like on lower end kitchen cabinets. This type of material is not structurally strong, especially if it has screws, since the screw threads have no real grain to imbed into, just crumbly pressed wood chips held together by some binding agent. It is not repairable and we have seen it crumble from the smallest vibrations riding in a truck across town. Do not EVEN ask us to repair or replace this type of furniture! We will do our best to move it successfully for you. This type of furniture is specifically excluded from basic and increased insurance coverage. Please see article #22 of company policies.

22. Our company accepts no responsibility and will not be held liable in the event that our actions cause inconvenience, loss of earnings or any other cost to the customer even in cases where such losses are due to our negligence.

I _____ verify that the information is correct and agree to the outlined terms and conditions

(Print Name)

(Signature)

(Date)