

Muscled Up Movers LLC

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Ph 256-320-2134 Fx 866-809-2200

Terms & Conditions

We want to thank you for hiring <u>Muscled Up Movers</u> and entering this contract for services to move your belongings, items, and household goods for agreed upon price. We take pride in our work, in our workers, and with the services we perform. We care very much for you and your property, belongings, homes, and offices. Your home/building and the safety of our guys and your family are our most important part of the move. We have developed a list of items we either should not and/or cannot do for the responsibilities we have to our quality of work and safety. Please take your time and read over this, and sign once you understand and agree to the terms.

- 1. **ALL MORNING & DEDICATED START TIME MOVES have a 3-hour minimum**, anything after the 3 hours will be prorated every 15 minutes. **A \$150 deposit is required.**
- 2. **2 HOUR MINIMUM MOVES are based on a time window (12-5pm),** NOT an exact start time. Anything after the 2 hours will be prorated every 15 minutes. **A \$75 deposit is required.**
- 3. If you have FIVE or less item (non-specialty) move, we do allow a ONE-hour minimum option. This option is based on us getting it moved within ONE hour. If it takes more than the 1 hour, the cost and time will be prorated every 15 minutes after the 1st hour. If you have 6 items or more (non-specialty) it is considered a TWO-hour minimum.
- 4. If you are given a flat rate for your move it is based on the proposed items given with proposed number of trucks given for your move; if an additional truck or man is needed the price will change. If you need an additional truck or man to assist your move to continue forward, the customer understands and agrees to the additional cost. If unquoted items are added there will be an additional \$40 charge per item.
- 5. Your moving time starts at the time they arrive at your door and stops when you complete final bill, however if your start and/or finish location is 25 minutes or more from our office then you are charged for drive time to and/or from our office. Your time will be rounded to the nearest quarter.
- 6. You ARE allowed to ask your crew to leave once your minimum has been met. You do NOT have to keep them until every item you own has been moved. This is at your discretion.
- 7. We move on an hourly rate; if you received an hourly rate or estimate please know that estimates can vary as well as the price based on moving time, access, weather, or any hurdles that can possibly happen.
- 8. We require the customer to be present during the move and we require each customer to inspect each location prior to departure of all locations and prior to completion of the move. The customer is responsible for doing a walk through and verifying all items are collected and that the move was performed with approval of the customer. If the customer fails to do this, any items left behind are the responsibility of the customer.
- 9. Customers must disconnect all appliances/equipment from water, gas, electric, air, steam, etc. sources and fixtures (portable and fixed) prior to Muscled Up Movers' staff moving an appliance/equipment. All drainage ductwork, exhaust apparatuses, etc. must be disconnected prior to Muscled Up Movers' staff moving an appliance/equipment(s). In the event the customer can't perform this duty and Muscled Up Movers' staff performs the aforementioned service(s), the customer releases Muscled Up Movers from any/all liabilities both current and future.
- 10. The above also goes along with taking apart appliances; if an appliance cannot fit or go through the house or doors due to its size we can only disassemble and reassemble to the best of our capabilities. We are not appliance technicians, and this is not our field of expertise. If the customer does request that we, Muscled Up Movers, take apart appliances, the customer is to sign a release of liability and customer is not to hold Muscled Up Movers responsible for any mistakes or damages.
- 11. We are not allowed to carry any explosive items such as gasoline, propane, or any other such hazardous and unsafe items. If you have items with such components the customer should remove the component, such as gasoline, from the item prior to our arrival and we can transport such items if empty of any hazardous material. We do not and will not carry guns; if you have one the full responsibility is on you, the customer, to transport and handle these items.
- 12. For the safety of our movers and clients we cannot do moves with hazards or biohazards. Hazards include rotted flooring and structural damage that has the potential cause harm to your movers. Biohazards include human and animal waste: feces, urine, blood, etc. We also cannot do moves with roaches, termites or bedbugs, as these can infest our trucks, which can lead to infestations of future clients. Please make sure any waste from pets, mice, or people is cleaned up before your movers arrive. If your move is deemed a biohazard or a hazard your Team Lead will call an end to your move and you will lose you deposit. PLEASE BE AWARE OF THIS!
- 13. All 3rd floor apartments require 3 men and are required to be morning moves with the 3-hour minimum.
- 14. We cannot disassemble or assemble large items such as swing sets, trampolines, basketball goals, and other such specialty items. However, we can transport these items for you if you take care of disassembling.
- 15. We can break down and transport baby beds, cribs and bunk beds, & toddler beds but our staff is not allowed to reassemble for safety of children.
- 16. We do move televisions, but we do not recommend that we remove televisions from the wall or remove any items that are fixed to the structure of the house. If Customer needs us to take down a television from the wall the Customer takes full responsibility of any damages.

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| Please Sign: | Page 1- Revised September 2020 |
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- 17. On televisions, we require you to test your TVs with our guys at the load and the unload location to make sure the television is in working condition prior to moving and again once we are done. PLEASE have the TV cords available for testing, if we are unable to test televisions, we cannot warranty your TV for repair or replacement.
- 18. Please know moving is very manual labor and sometimes a dirty job. Due to the human element we are not responsible for dirt, mud, dust, or sweat. This is directed toward your furniture, household items, carpet, walls, and outside terrain. If you feel need to protect your house, walls, carpet, floors, or any other such items please take it upon yourself to do this. WE ARE NOT responsible for unfortunate human situations we cannot control and still maintain our speed and safety.
- 19. For the safety of our staff and your home we do not move out attic spaces for the fact someone can be hurt, and your home can be damaged. If our staff feels they can, you must sign a release of liability taking responsibility for any damages.
- 20. Please note if you advise our staff to leave any items at a certain location or not to make more than one trip we are not responsible for any items left that you have advised them to leave. If more than one trip is being made the clock is still running and you are being billed.
- 21. We cannot take responsibility for furniture made of Particle Board or MDF Board (IKEA, Hobby Lobby, Walmart, Target, Lowe's, Home Depot). Unfortunately, these materials are constructed of pressed saw dust, meaning the structure cannot handle stress and can easily crack, split, or snap. These items cannot be repaired, replaced or reimbursed.
- 22. Customer's house should be packed up prior to the move, unless you purchased a packing option for your move. ALL BOXES should be closed and secured for the move. If the customer packs their own boxes, bins, bags, totes etc., Muscled Up Movers is not responsible for any damages that might occur during handling, moving, storing, etc. We cannot move loose items.
- 23. All boxes and containers should be closed up for loading purposes. If boxes or containers are not sealed and closed, and if we move them, Customer takes full responsibilities of any damages of the items inside the box or container and any items damaged inside the truck due to the unsealed box or container.
- 24. We can move pots and plants, but we do not recommend it due to the risks of damages, breaking of ceramic, spilling of dirt, or damage to plants themselves. If we move these items Customer takes full responsibility of any damages to these items and any damages inside the truck.
- 25. We recommend all lamps be properly boxed for protection of the lamps. If we should move lamps not properly boxes or wrapped by the customer, the customer takes full responsibility to the damage that might occur.
- 26. Please note our staff has the right to refuse service if they feel the move, item, environment, or location is unsafe for them.
- 27. We are not certified to disassemble Grandfather clocks, should you want us to move one please disassemble yourself.
- 28. Storing furniture, appliances, clothing, equipment etc. in a manner other than its intended use i.e. stacked in a storage area to maximize space, may damage items. The customer is responsible for acquiring storage spaces that adequately suite their personal needs. If furniture is being stored; the customer must provide pads, stretch wrap, securing devices etc., to aid in the protection of their belongings. Muscled Up Movers does rent/sell those items to our customers. Insurance coverage is waived if you choose not to protect/cover/wrap items while being stored.
- 29. Our policy on any gun safe or items more than 400lbs is to have three or more movers on the items for the safety of our men and belongings. All guns and ammunition in safes are required to be emptied out.
- 30. We do require at least 3 men on all piano moves, this is for safety of our men, the location, and safety of the piano itself. Customer will pay a minimum of a 3-man rate to move any pianos, with 4 or more men needed for heavier and larger pianos, such as Grand and Baby Grand pianos.
- 31. All items weighing 400lbs or more require 3 or more men and have an \$80 Heavy Item Fee applied. 800lbs or more requires 4 or more men plus the \$80 Heavy Item Fee.
- 32. Delicate, expensive items including but not limited to: Big Green Eggs, Curved Televisions, Smart Refrigerators, and Collectable Antiques, will have a \$150 Precious Item Fee (PIF) applied. This is required for items that we KNOW have a very high likelihood of being damaged and needing replaced. You may opt out of this by signing a waiver releasing us of liability. This PIF changes your insurance from the standard 60 cents per pound, to full coverage.
- 33. Once your move is complete please be sure to inspect your property and belongings to see if there are any damages or if anything is missing. You are **only** allowed to make a claim within the first 7 days of your move. Once 7 days are over, we cannot take any responsibility for the items.
- 34. We do move in the rain at the client's discretion and client DOES take responsibility if there is any water damage from outside or inside the trucks.
- 35. If payment is not paid on completion of the move there is a \$15 a day late fee for up to 45 days after the move. We charge a 30.00 fee for returned checks, i.e. insufficient funds. If invoice goes to collections the billing customer is responsible for court cost and attorney fees.
- 36. We do not give refunds; if we make damages then we fix or replace the damage area or items. If an item is no longer available, we will reimburse you for that item at the depreciated, not replacement value.
- 37. We do accept debit and credit cards with a transaction fee of 3 percent.
- 38. Deposits are required to reserve your move. If you cancel on the same day as your move, you will lose your deposit. **If your invoice isn't paid your** deposit will be ran with any and all additional charges incurred.
- 39. There is a \$20 per guy, per hour Wait Fee when your crew is on hold between same day loading and unloading (after a one-hour lunch period that MUM covers), and when the start time is delayed by the client. Client is responsible for calling the crew when ready to start.
- 40. After the 8 PM mark premium charges will accrue, the hourly rate increases to \$15 per mover per hour.
- 41. By law our men are not to exceed 11 hours of work at the 10th hour we need to start closing up the truck and charge \$100 holding fee or quickly place items in a chosen secure location.

| Should you have any questions about this please bring it to our attention as soon a o all of the above. | | s possible and prior to the move being finished. | . By signing this you agree | |
|---|--------------------|--|---------------------------------|------------|
| _ | Customer Signature | Date | Muscled Up Mover-Staff/Driver/N | Mover Date |



Waiver and Release Agreement

Please Read Carefully

This is a release of liability and a waiver of certain rights.

In consideration for receiving certain services from Muscled UP Movers L.L.C.; I agree to the following Waiver and Release.

I acknowledge that packing, loading, transporting and unloading property creates certain risks to my property and my person. Particularly; property can be broken, dropped, scraped, torn, scratched, lost, floors damaged, walls dinged, lawns damaged, driveways damaged, mail boxes damaged, sprinkler systems damaged etc.. In addition; loss of cash, checks, bonds, jewelry deeds, coins, electronics, alcohol, firearms, medicines etc. are an apparent risk. Muscled Up Movers preference is; each customer should move any item of significant monetary or personal value. By signing this agreement you acknowledge and take full responsibility for such items. If damages occur, you must report it within 7 days of your move.

I further understand that preparing home appliances, specialty beds (tempurpedic, sleep number, etc.) for moving, transporting them, and preparing them for use after the move; increases the probability of injury, inoperability, or damaged appliances. Our staff are not certified electricians, repairmen, or plumbers, therefore; improper installation is a possibility. Improper installations might result in flooding, electrocution fire etc. Muscled Up Movers preference is; each customer should hire a professional service provider to disconnect and re-install all appliances. If by your or our request an employee, agent, or representative of Muscled Up Movers enters your attic/cellar space, operates any of your personal equipment including but not limited to tools, a.t.v.s., box dollies, lawn mowers, rented moving trucks, personal vehicles, wheelchair lifts etc.); Muscled Up Movers is not liable for any damages that might occur. If we perform any of these services, we are not responsible for any damages that might occur.

I, for myself, my heirs, successors, executors and subrogates, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS the COMPANY, its directors, officers, agents, employees and volunteers from and against any and all claims, actions, cause of action, liabilities, suits, expense (including reasonable attorneys' fees) for damages to my property or person resulting from Company's Negligence during the move or resulting from an improperly installed home appliance. Notwithstanding, the foregoing, I acknowledge Company is only responsible for \$.60 per pound of damaged or missing items. By bringing a claim I agree to permit the Company any reasonable means to investigate my claim. I further acknowledge the Company is not responsible for the contents of any box it did not pack, and, Company's responsibility only extends to the items while under its care and custody and terminates when it leaves the premises. I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT

| Print Name | Sign Name | Date |
|------------|-----------|------|

| attention please initial in the appropriate space and sign at the bottom of this page: |
|--|
| 1. If we move your items in inclement (rain, storms, snow sleet etc) weather, customers release muscled up movers of any |
| liabilities associated with the aforementioned instances. Initial |
| 2. In the instance of storage spaces, the customer is responsible for ensuring the capacity of the space adequately suits the |
| items being stored. Items stacked/placed in a manner other than its intended use(s) are subject to damages. Customers must |
| provide furniture padding, securing devices, etc Muscled up Movers will rent or sell protection apparatuses to its customers |
| The customer release Muscled UP Movers of any liabilities (current and future) associated with the aforementioned instances |
| Initial |
| 3. If customer(s) pack their own boxes, bins, totes etc Muscled Up Movers is not responsible for items that are damaged |
| during handling, moving, storing etc. Initial |
| 4. If we pack/unpack a mobile storage unit, truck, trailer, etc that will not be delivered and unloaded by Muscled Up Mover |
| we are only responsible for situations (damages) that arise while the items are being handled by our staff. |
| Initial |
| 5. Due to infinite styles/models of appliances; (refrigerators, washers, dryers etc.) If at the customer's request we remove a |
| door handle. hinge, door, electronic component etc; we are not licensed appliance technicians; therefore, we are not |
| responsible for any damages that might occur if we perform such services. Initial |
| Other |
| |
| |
| Team Leader |
| Customer's name printed |
| Customers name signature |
| Date |

Based on our data, the following instances are often overlooked or misunderstood, if one of these items are brought to your



MUM Protection Plans

MUM understands not all customer expectations are the same. In lieu of this understanding we have a few different protection options for our customers. None of the options will increase the <u>hourly rate</u>, however the option chosen might affect the time it takes to complete your move thereby increasing or decreasing the total cost of your move. Your Team Leader will further explain the options if necessary.

Your Team Leader will visually inspect all appliances and tabletops before moving the item. If possible, please inspect the appliances with the Team Leader.

Protection Options

*Please choose one

Option A. ()

- We (Muscled Up Movers) will provide minimal stretch wrap. I.e., enough to keep drawers closed while moving a dresser. Moving Pads will be used at the Team Lead's discretion, only used inside the truck for transport.
- Customer will transport all TVs
- Customer will agree to the 60cent per pound damage liability; this includes minor scrapes and scratches. Customer accepts responsibility in the event of dings or scratches to floors, walls, etc.
- We will disassemble items as necessary. Customer agrees to reassemble all disassembled items.

• At the unload(s), all boxes/bins will be placed in a bottom level, central location of the customer's choice.

Option B. ()

- We will stretch wrap and pad all items personally selected by the customer. The Items that are selected for this level of protection will be fully covered by Mum's repair/replacement plan.
- Any floor, wall, etc. that's damaged while carrying a fully covered item is covered by Mum's repair replacement plan.
- Your Team Leader will decide which TVs are suitable for transport via MUM.
- All other items will fall under Option A's level of protection and insurance.
- We will disassemble items as necessary and reassemble items per the customer's request.
- At the unload(s) boxes that are pre-marked or specified will be placed in the designated space, all other boxes will be taken to a central, bottom level location.

Option C. ()

- ALL items receive full padding and wrapping before they leave the home. All items are protected under Mum's repair/replacement plan.
- All floors, walls, etc. are covered by Mum's full Protection Plan.
- All TVs will be transported by MUM and covered under its repair/replacement plan (customer must provide a box for curved TVs or purchase a box from MUM).
- Items that are disassembled will be reassembled.
- At the unload, all boxes will be placed in their designated areas.

Option D./Not Applicable ()

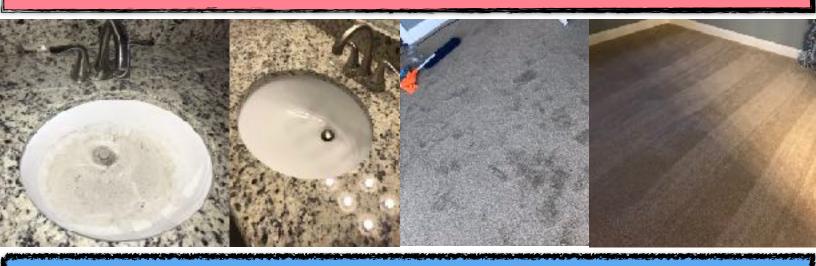
 To be used only in circumstances where furniture is already pre-wrapped and protected such as truck and storage unloads.

This option may not be used if there will be any additional furniture to the move requiring protection.



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|]tem # | Item Name/Description | Price |
|----------------------------|--|------------------|
| Small Box | $16" \times 12" \times 12"$ - Perfect to use for heavy items such as books, records, tools, and files. | \$2.00 each |
| Medium Box | $18" \times 18" \times 16"$ - Ideal for shoes, purses, pots, pans, food, and toys. | \$2.50 each |
| Large Box | $24^{\circ} \times 18^{\circ} \times 18^{\circ}$ - Lamp shades, bulky blankets, and towels. | \$3.00 each |
| XL Box | 24" × 24" × 24" - Best for linen: Bedding, Towels, Pillows, etc. Also, for winter coats! | \$3.50 each |
| Dish Pack Dividers | This kit keeps your china safely snuggled. For use with Medium boxes | \$7.00 Kit |
| Wardrobe ↔ Bar | $24" \times 20" \times 34"$ - with hanger bar- for clothes, swag lamps, and more | \$15.00 each |
| Picture Box | 4 pieces for a complete set | \$5.00 set |
| Mattress Bag-Twin or Full | These poly bags are available to protect your mattress and/or box springs | \$4.00 each |
| Mattress Bag-Queen or King | These poly bags are available to protect your mattress and/or box springs | \$5.00 each |
| Paper Bundles | 50 sheets per bundle- keep your everyday items from getting scratched by wrapping them in paper. | \$5.00 bundle |

Muscled Up Movers

FREE Tuesday delivery with purchase of 15

or more items! 256-320-2429



Packing & Moving Supplies

| Bubble Wrap | 24° × 50° -Your fragile items LOVE being wrapped in this protectant | \$27 per roll |
|--------------------------|---|---|
| Edge Board Protectors | Use to protect the corners of walls and/or furniture that may be a tight fit | \$7.00 set of 4 |
| Clear Tape | 48mm × 100mm - Used for adding strength to, and securely closing, boxes. | \$1.50 roll |
| Moving Blankets | For purchase or rent. Protect furniture while in transport and/or storage. | \$11 each purchase OR \$3 each per 7 day rental |
| Ratchets | For securing items to truck walls-especially when using your own truck. | \$6.00 each |
| Small Bungies | For securing items to truck walls-especially when using your own truck. | \$2.00 each |
| Large Bungies | For securing items to truck walls-especially when using your own truck. | \$3.00 each |
| Stretch Wrap | 18" × 1,500' 70 gauge - Wrap your furniture well to protect nicks, scuffs, and damages. | \$20.00 |
| Carpet | 20' × 2'= 400 sq ft- Sticky backed, place on | \$60.00 |
| Cover | Carpet to keep pristine and Clean! | |
| Red | 20' long, Rubber backed- For that "Red Carpet" | \$10.00* |
| Runners | treatment! Used to keep scuffs away on floors | . *Rental |

Muscled Up Movers

FREE Tuesday delivery with purchase of 15

Contact your moving representative to schedule delivery.



