

# TERMS AND CONDITIONS

## 1. LIABILITY

- (a) Company shall be liable only for its failure to use ordinary care. The burden of proving negligence or failure to use ordinary care rests with the Customer. Liability shall be limited to no more than sixty cents (\$0.60) per pound per article, not to exceed the actual cost of the work order, to a maximum of five thousand dollars (\$5000.00). I, the customer, have been given a fair opportunity to purchase a higher level of liability coverage for breakage or damage to my property, by contacting Baker International via telephone at 1-800-356-0099, or mail at 3501 FM 2181, Suite 230, Denton, TX 76210. It is expressly understood that Company bears no liability for loss, damage, or breakage to goods when the items are out of our care, custody and control.
- (b) I understand that the Carrier can detach and hook up some appliances as a courtesy to Shipper. However, Carrier is not professional appliance installer, nor can Carrier verify that Shipper's origin and destination water and/or gas lines and attachments and hoses are in proper working condition. Should there be an issue with either water and/or gas supply, attachments or hoses, it will be Shipper's responsibility to contact a plumber or repair professional immediately and at Shipper's own expense, and Shipper agree to hold Meathead Movers, Inc., harmless from any resulting damage, including mold.

## 2. PAYMENT

- (a) Customer will pay for Work in cash, by check, money order, or Visa or MasterCard credit card.
- (b) Customer agrees to pay the balance due that arises for services provided by the Company immediately after the move. If the Customer intends to pay by check, they may be required to pay the estimated fee in advance. If a check is returned for insufficient funds or is not paid for any reason whatsoever, Customer authorizes Meathead Movers to charge the bill to any credit card they have on file, and specifically agrees to pay all costs of collection of said debt without limitation including attorney's fees, interest at the rate of 5% per month, and all court costs as well as a \$75.00 Returned Check Fee.

## 3. POLICIES

- (a) By providing my credit card number or deposit check (deposit checks must be = minimum charge), I have secured a moving date with Meathead Movers and agree to the following **CANCELLATION** policy: cancellation 7 or 6 days in advance = ¼ minimum charge, cancellation 5 or 4 days in advance = ½ minimum charge, cancellation 3 or 2 days in advance = ¾ minimum charge, cancellation 1 in advance or the day of the move = minimum charge.

Days in Advance	7	6	5	4	3	2	1	Zero
Cancellation Fee %	25%	25%	50%	50%	75%	75%	100%	100%

- I can re-book within 90 days of the original move date and have my full cancellation fee applied towards my re-booked move. If I re-schedule the move rather than cancel within the above stated period, I will avoid the cancellation charges. I authorize Meathead Movers to charge any incurred cancellation fees to my credit card or refund my deposit less any cancellation fees incurred.
- (b) I understand that the Public Utilities Commission specifies that **DOUBLE-DRIVING TIME** shall be charged between the origin and the destination of local moves. Balance due is the sum of Labor, Material, and Truck. Labor, Truck, and drive time will be calculated as the greater of either the hourly rate times the actual time (in quarter hour increments) to complete the work or the Minimum Charge. Material will be the total of all boxes and supplies actually consumed as indicated on the Box and Supply Sheet. Customer shall be required to pay time-and-a-half for all time worked beyond 8 hours in one day and to pay double time for all work beyond 12 hours in one day.
- (c) Customer understands that there are other charges for packaging supplies.
- (d) Customer will pay for services in full prior to filing a claim due to damaged or lost items. Customer will file any claims within 9 months of the services or forfeit any claims arising from services.
- (e) Because of the hazards associated with **BAD WEATHER** (wind, rain, flooding), company will not perform work when it is unsafe to do so. This may result in having to cancel jobs. Company will make every effort to anticipate such conditions and provide customer with reschedule options. However, company is not liable for the consequences of having to cancel customer's job, even if company cannot accommodate a reschedule date for customer.
- (f) Company is not liable for damages resulting from rain so long as company applied reasonable measures to prevent damage. If company deems conditions safe to proceed, company will apply reasonable measures to prevent water damage to customer's goods and property, such as covering items with pads and laying pads on entry ways. However, the decision of whether to proceed or reschedule during rainy weather rests with customer. Company will not accept liability for damages to household goods, floors, carpets, etc., if such measures prove ineffective.
- (g) Meathead Mover trucks have over 200 places to affix tie-downs whereas portable storage containers have far less. Having a very limited amount of tie-down points means that it is very difficult to insure that the items in the portable storage container do not shift or otherwise move during transportation. Meathead Movers therefore accepts no liability for any damages that occur after we have left the job site.
- (h) When utilizing anything other than a Meathead Movers vehicle, it is the customer's responsibility to either supply the moving pads, or purchase them from Meathead Movers. If there is a lack of moving pads on move day (as determined by carrier), carrier is released from any liability upon completion of
- (i) **Warranties:** In performing ordered services, Company will not be subject to the California Public Utilities Commission Max 4 Tariff and regulations. Accordingly, the Company is not liable for loss or damage to goods before or after the services has been performed.
- (j) **Attorneys' Fees.** Should either party hereto, or any personal representative of either party hereto, resort to legal proceedings in connection with this Agreement, the party or parties prevailing in such legal proceedings shall be entitled, in addition to such other relief as may be granted, to recover their reasonable attorneys' fees and costs in such legal proceedings from the non-prevailing party.
- (k) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, County of San Luis Obispo, without regard to conflict of law principles.
- (l) **Entire Agreement.** This Agreement contains the entire agreement and understanding between the parties hereto and supersedes any prior or contemporaneous written or oral agreements, representations and warranties between them respecting the subject matter hereof.
- (m) **Amendment.** This Agreement may be amended only by a writing signed by Contractor and by a duly authorized representative of the Company.
- (n) **Nonwaiver.** No failure or neglect of either party hereto in any instance to exercise any right, power or privilege hereunder or under law shall constitute a waiver of any other right, power or privilege or of the same right, power or privilege in any other instance. All waivers by either party hereto must be contained in a written instrument signed by the party to be charged and, in the case of the Company, by an officer of the Company or other person duly authorized by the Company.
- (o) **Disputes.** Any claim or dispute arising out of this Agreement between the parties hereto shall be litigated solely in court in San Luis Obispo County, California. EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER MATTER INVOLVING THE PARTIES HERETO.