## **Terms & Conditions**

At **Big John Movers** we pride ourselves in making your move as easy and stress free as possible. In order to avoid misunderstanding we ask you to take a few moments and review the rules and regulations of our company before scheduling your movers. By reserving an appointment with Big John Movers you agree to the following terms as well as any additional terms provided on the Big John Movers contract upon arrival of your move. You may also contact us at **(513) 244-5646** if you have any questions! Thank you for choosing Big John Movers for your relocation needs.

**Estimates:** Estimates are not flat rates or "do not exceed" amounts. Estimates provided by your movers are generated using the information provided by the client via our website "Estimate Request", over email correspondence, and/or the phone, as well as our considerable experience in assessing similar moves. The time it takes to complete your move depends on the type of belongings a client has, how well those belongings were boxed and packed, how long the walks are, how many stairs there are, how close parking is, etc. Traffic, weather and other "acts of God" can of course also have significant impact. In the case of delay due to unforeseen weather conditions, your hourly billing will continue.

**Additional Services:** When your crew arrives for a move, they assess the situation and let the client know if they see the move exceeding 5hrs. If it is determined that your move will exceed 5hrs, they reserve the right to obtain additional manpower at an additional \$40 an hour per mover, in addition to your quoted rate. \*We believe these charges to be proportional, not punitive in any way. Additional charges will apply for pianos, safes, some exercise equipment, and any other items exceeding 250lbs. If your Big John representative is not informed of these items at the time of scheduling, your movers may be unable to safely move your oversized item. They reserve the right to require a minimum of 4 movers for items exceeding 250lbs, if they deem it necessary for safety of the crew.

**NO BUG POLICY**: Your movers have a <u>STRICT NO BUG</u> policy. Your moving crew will be looking for any signs of existing or prior bug infestation, including but not limited to bed bugs and/or roaches, during their initial walkthrough. In the event they find signs of bugs they will be unable to complete your move. You will be responsible for paying the 2hour minimum. If bugs are found after items have been loaded into a truck, you will be responsible for the entire moving costs incurred plus an additional \$150 fumigation fee. This policy is strictly enforced to protect the health of your movers and to prevent the spread of pests to other homes.

**Right to Refuse:** Your movers reserve the right to refuse service for any reason including but not limited to; lack of preparation, unsanitary conditions, excessive pet hair, unsafe conditions, inability to pay for hired services, etc. In the event a customer is not onsite within 15 minutes of your scheduled start time, your movers reserve the right to either start your billing time or cancel your move. Your movers may refuse to move exceptionally heavy boxes and or ask that the items be repacked if they feel that the weight may cause the box to collapse or cause damage to the items inside.

**Items your movers WILL NOT Move:** All items listed herein must be moved by the customer prior to the arrival of your movers: Firearms/weapons, medications, money, jewelry, purses, wallets or set collections, live plants or plant holders containing dirt and therefore waive liability for said items.

**Final Cost:** Your use of movers for any loading and/or unloading services to and from your movers truck, your rental truck, storage unit or storage container, the number of moving laborers you hired from Big John Movers, the total number of hours required to complete your move, and the type of coverage you choose, determine your final costs.

Moving start time begins at your first location and will end when all of your belongings have been unloaded at your final destination, and the moving truck has returned to the same condition as it was upon arrival at your first location (I.E. Pads are folded, straps are hung, dollies are secured and the truck is swept out).

All moves incur drive time between all locations until your move is completed. Your movers are not responsible for unforeseen traffic when traveling between locations.

**Scheduling, Rescheduling & Cancellations:** <u>NO DEPOSITS REQUIRED!</u> We ask only that you make your changes as soon as possible, to ensure our schedule is available to other clients.

When scheduling your move with Big John Movers you will be asked to provide your name, contact phone number, starting and ending locations, as well as any additional locations you may have. All information received by the customer will then be verified for accuracy. We are not responsible for delays and/or cancellations due to incorrect contact information.

Morning appointments will be given an arrival time and require a 24hr confirmation. Confirmations can be made via email @ <a href="mailto:bigjohnmovers@gmail.com">bigjohnmovers@gmail.com</a> or via phone @ (513) BIG-JOHN (513-244-5646) 8am – 7pm 7 days a week. If we have not received confirmation by 6pm the day prior to your scheduled move, your appointment will be canceled. Afternoon appointments are not guaranteed an arrival time; the timing is based upon completion of a morning appointment. You will receive approx. 1hrs notice prior to arrival. In the event you are not yet available for your afternoon appointment when your movers call, they will wait a reasonable amount of time for you to be ready.

**Payment:** We accept **CASH ONLY** for any move **under \$1000**. We accept Visa, MC, AMEX at no additional cost for any mover over \$1000. Please have payment readily available upon completion of your move, in the event your movers must wait for payment to arrive, your billable hourly rate will apply. We DO NOT accept checks or money orders for payment. In the event you are unable to make full payment upon completion, your movers reserve the right to hold any and all belongings on the truck or in a secured storage unit. Belongings held by your movers will not be accessible to the client at any point prior to your bill being paid. An additional \$99 will be charged as well as any fees incurred to store said items. You accept these terms when signing your moving contract. No one may access the belongings unless agreed to in writing by a Big John representative. After a period of 30 days your storage unit will go into default and your items will be disposed of or auctioned off in order to cover costs associated with your moving services.

**Parking:** The client is responsible for obtaining safe and legal parking for the moving truck and movers. Not reserving parking can add greatly to the walking distance necessary for a move and thus the time and cost. Please contact your local police department to obtain the necessary parking permits.

**Mattresses:** Mattress covers are not required, however it is recommended. If your mattress is not in a protective case prior to your pickup, your movers cannot be held responsible for dirt/damage that may occur. In some cases, mattresses cannot safely be moved and require bending and/or folding, damage can occur. Your movers will notify you of this possibility and you waive them from any damage that occurs including but not limited to creases, lumps, tears/rips, etc.

**Appliances:** Freezers/refrigerators, waterbeds and aquariums must be emptied and drained by the client prior to the move. In the case of washing machines, it is the customer's responsibility to provide and have shims in place. The drum of the machine can shift during the moving process causing damage to the machine. Your movers are not responsible for any damages caused due to the absence of shims. Your movers can disconnect appliances however they are not responsible for faulty connections or faucets. It is the customers responsibility to ensure no leaks occur.

**Loading only services:** The client is responsible for providing any padding when hiring movers to load a rental truck, storage locker, storage bin, etc. In the case that sufficient padding is not provided you will be asked to sign a waiver of liability. Your movers reserve the right to refuse services if liability is not waived.

Your movers are not liable under any circumstances (i.e. Insufficient padding, shifting, etc.) for damages to your belongings that occur during transit when transported by another mover or individual. Liability ends when they no longer have possession of your belongings.

**Lost Items:** Upon completion of the loading and unloading of your goods at the origin or destination address, it is the client's responsibility to make sure that nothing is left behind. Your movers will not be responsible for returning to any locations for left behind items on the moving truck. Your movers will not cover "lost items" by the damage coverage policy.

## **Additional Terms: Damages and Liability:**

Children and Pets: For safety reasons, children and pets must be kept out of the work area.

**Dangerous conditions:** Safety is paramount when moving. Your movers will not work in unsafe situations when their footing feels compromised or that feels generally unsafe in their experienced judgment. Your movers may agree to riskier than normal maneuvers in some circumstances, but this is completely at their discretion, and they are not responsible for any damage that may result, and they will ask you to sign a waiver of liability to this effect.

Hazardous Materials: Your movers will not move any hazardous materials or potentially explosive materials.

**Exceptionally Large or Heavy Items:** As stated on our moving services contract, the client is responsible for informing Big John Movers if they possess exceptionally large or heavy items or anything exceeding 250lbs, in order for our movers to come prepared with the necessary equipment and adequate manpower. If adequate manpower is not available, your movers reserve the right to refuse to move the item if it might result in a dangerous situation to either the moving crew or the client's property. If your movers feel the item may cause damage, they will notify the client of this possibility. If the client agrees, your movers will be as careful as possible, but are not responsible for any damage that may occur to fixtures, walls, door frames, etc. while moving these items. Additional signatures to waive liability will be required if large items are present during the move which may incur these damages. If the client does not agree to release liability, your movers will not be able to move the item requiring the waiver of liability.

**Electronics and Mechanical Items:** All reasonable precautions will be taken by your moving crew to assure electronic and mechanical items and equipment are transported in good working order. However, because of the inherent sensitivity of these types of items, they cannot be held responsible for the failure of such items to perform after being moved, unless there is visible physical damage clearly and specifically caused by their handling. Items not covered include but are not limited to, stereos, computers, washers, dryers, other household appliances, etc. In addition, your movers ask that your televisions be packed in an appropriate box. If you do not have a box available your movers reserve the right to refusal unless a waiver of liability is signed. Your movers will not claim liability for damage to unpacked televisions. In the case of antique/grandfather clocks and pianos, it is generally recommended to have these

items serviced and tuned after moving. Your movers are not liable for these items under the circumstance of being out of tune or not keeping time, unless clear and visible damage is present specifically caused by their handling.

**Waiving Liability:** By signing your moving services contract stating that you have inspected your belongings upon delivery, you agree that all your goods have arrived under the same conditions to its destination thus waiving your movers from any damages.

**Damage Claims:** In the event of damage upon inspection you must note said damage on your moving contract, your signature as well as your crew leader's signature is also required. Claims must be made in writing within 60 days of the date of your move. Damage claims can be submitted to Big John Movers, 4427 Glenway Ave, OH 45205 or via email @ bigjohnmovers@gmail.com. You can request a claim form via email or phone at (513) 244-5646. You will receive acknowledgment of claim within 15 days. Damage claims will be settled within 30 days of receipt of your claim. If a claim is received after 60 days, the claim will not be processed.

**Other:** Movers request that all drawers be empty of contents, with the exception of reasonable amounts of clothing only. Please do not over stuff clothing into drawers, this can weaken the integrity of your furniture and cause damage while the item is being moved. This includes but is not limited to any desks, file cabinets, nightstands, etc. In regards to pool tables, your movers are not responsible for reattaching, "stretching" the felt covering, it is recommended to call a professional installer. Though they do their best, light scratches, scuffs, nicks, dirt and other light damages smaller than a quarter can occur and are not covered by the damage coverage policy. More severe damage will require a claim submitted in writing as well as any photos of said damage, within 60 days of the date of your move.

## ITEMS NOT COVERED UNDER DAMAGE COVERAGE:

**High Value Items:** High value items are described as any item exceeding \$100 per lbs. per item. For example, TV weighing 10lbs valued at \$2500. Any items considered "High Value" must be separately inventoried and valued on our "High Value Inventory Sheet" in order to be covered by Full Value Protection. Your movers are not responsible for any "High Value" items not listed on a "High Value Inventory Sheet" prior to the start of your move.

Your movers will not assume any responsibility for any damage to goods packed in boxes by anyone other than your contracted movers.

**Parts of a set**: Loss to any article or articles which is/are part of a set. The measure of loss to the article or articles shall apply only to the value of the piece or part that incurred the loss. In no event shall that loss be construed to mean loss of the total pair or set.

**Glass Items and Artwork:** Your coverage does not apply to any glass entities that have not been removed or disassembled from their matching furniture pieces. This includes, but is not limited to shelving, doors and tabletops. Although they do not require glass pieces, mirrors, artwork and paintings to be boxed or crated, it is highly recommended. By signing your moving contract, you acknowledge that your movers are not responsible for any damages if such items are not properly packaged.

**Ready to Assemble Furniture:** Your movers are not liable for "Ready to Assemble Furniture" made of engineered wood (particle board) and paper laminate finish, due to the inherent risk and sub-standard structural integrity of this type of furniture.

**Paper Items**: Including but not limited to documents, tickets, deeds, manuscripts, blueprints, plans, specifications, stamp postage, stamp collections, packets of letters, or other valuable papers.

**Financial Items**: Including but not limited to bullion, currency, money, bonds, notes, stocks, stock certificates or other securities, account bills, bills of exchange, evidence of debt, credit cards, revenue trading-or letter.

**Precious Items:** Including but not limited to jewels, jewelry, gems, precious metals, gold, silver or platinum articles, precious stone, pearls.

**Other Items:** Furs, garments trimmed with fur, coffee/tea service sets or trays, candlesticks, dishes, watches, silverware, lamps and/ or lamp shades and bulbs, if not packed by your contracted movers.