

## Company Terms & Conditions

**Please read, sign and initial the following term, requirements and regulations to ensure a smooth and worry free move.**

**X \_\_\_\_\_ (Customer Initials) RESCHEDULE / CANCEL OF SERVICE:** An estimate/order may canceled and deposits are not refundable after the mover has begun the physical moving services, including but not limited to: packing, loading, storage, transportation to and from the pick-up or delivery address, etc. Moving services may not begin until the contract for service (Bill of Lading) is signed by the customer authorizing the mover to begin services. You may reschedule or postpone your order at additional no charge or fee as long as you give at least 1 weeks advance notice in writing of your change please email [info@allmovingandstorage.com](mailto:info@allmovingandstorage.com) of any and all changes regarding your order.

**X \_\_\_\_\_ (Customer Initials) TERMS OF PAYMENTS:** Upon booking, a 25% secured deposit is required (minimum amount \$200.00), in the form of a personal check, Postal Money Order, Cash, Credit card, or direct Deposit. Upon pickup, 50% payment is due in the form of: personal check, cashier check, company check, Postal Money Order, or Cash payable to: ALL Moving & Storage, The remaining balance must be paid in full upon arrival of delivery (before unloading your shipment) by CASH or POSTAL MONEY ORDER only. ALL Moving & Storage.

**X \_\_\_\_\_ (Customer Initials) PACKING YOUR GOODS:** All Customers are responsible to pack all boxes and fragile items (glass, mirror, marble, and electronics) unless noted differently on this Estimate Cost for Service (via "Your Estimate Cost for Service No." email). For health and sanitary reasons all mattress', box springs, and futon pads must be properly protected in Mattress box or plastic cover. Personal effects in plastic bags are not allowed in the truck. Packing supplies are not included in the transportation cost and will be charged if required. Elaborate furniture items that need to be disassembled and/or reassembled may require a 3rd party professional servicing or additional labor and should be disclosed to your estimator in advance of the move to be included on the estimate. Disconnecting and reconnecting of appliances is not included in the estimate. Reassembly of any item is subject to the availability of tools and/or parts being available at delivery. Packing, materials, and unpacking services, are available at an additional charge and are only included in this estimate if the service is listed on the services section of the estimate.

**X \_\_\_\_\_ (Customer Initials) ABBREVIATIONS and DEFINITIONS:** Carrier: the moving company. Shipper: the consumer hiring the moving company. Articles listed as follows: Articles listed as CP = Carrier Packed; PBO = Packed by Owner; PO = fragile item to be wrapped with Pads only per customer.

**X \_\_\_\_\_ (Customer Initials) CERTIFICATE OF INSURANCE:** Some buildings require a certificate of insurance from the mover. Please check with your building management at both current and new locations regarding their requirements. Please notify your Relocation Specialist and we will be glad to assist you. Note: A fee may apply depending on building requirements.

**X \_\_\_\_\_ (Customer Initials) PARKING RESTRICTIONS:** Customers must confirm parking restrictions with the building/s management or local police department at both current and new locations in order for the carrier to avoid parking violations. If the truck physically or for reasons of parking restrictions cannot park close enough, Long Carrying or Shuttle Truck Service charges will apply and added to the original agreement.

**X \_\_\_\_\_ (Customer Initials) FURNITURE TRANSPORTATION:** Our Company requires that all drawers must be emptied prior to the day of move. Furniture with full drawers will not be transported due to high risk of damage to the actual furniture, premises walls and floors.

**X \_\_\_\_\_ (Customer Initials) UTILITIES / APPLIANCES:** Make sure that all of your utilities and appliances will be turned off and disassembled from electric, gas and water connections prior to the day of your move. We do not disassemble or reassemble any utilities or appliances at both current and new locations on the day of your move-out or move-in.

**X \_\_\_\_\_ (Customer Initials) LIABILITY:** ALL Moving & Storage provides two valuation options: Limited liability and full replacement value (FVP). Both plans cover furniture and boxes packed/unpacked by ALL Movers. We suggest you purchase third party insurance to protect your property. Please read carefully before making your selection. Subject to the minimum valuation of \$0.60 per pound per article and in compliance with and subject to the provisions of 49 CFR Section 375.701(a), ALL Moving & Storage cannot control whether proper packing methods are used by shipper, therefore on boxes packed by the owner as well as pressed wood (particle board) furniture, fragile or brittle items such as glass, china, ornaments, etc.; liability is limited to \$0.60 per pound per article. ALL Moving & Storage has the right to inspect and repair any alleged damage. Consumer shipper waives all claims and ALL Moving & Storage is not liable or negligent for any damage to the interior or exterior of any residence including, but not limited to walls, floors, ceilings, stairs, banisters, carpets, plumbing, doorways, driveways, walkways, landscaping, etc. In addition, you are not able to give to us to carry and we accept no liability whatsoever for firearms, jewelry, cash, bank notes, any financial instruments, hazardous materials, liquids.

**X \_\_\_\_\_ (Customer Initials) PICK UP AND DELIVERY SCHEDULE:** Pickup and delivery dates are not guaranteed unless the optional Premium Guaranteed Service (P.G.S.) is purchased. Standard Service (S.S.) period is up to a maximum of thirty business weekdays, not including storage time, beginning on the first date indicated as available for delivery (not the date of pickup). The date indicated as "1st available for delivery" is first date of the delivery window and not the promised delivery date. ALL Moving & Storage estimated delivery period is up to thirty business days from date indicated as first available for delivery. All Estimated time of arrivals are subject to change depending on many industries factors such as traffic, weather conditions, unforeseen mechanical problems or unexpected services to be rendered with orders scheduled before you (mostly applies on second, third or fourth shifts). **Note:** ALL Moving & Storage will not discount any account due to any delays listed above. We will keep the customer informed verbally on the move date with a new / revised ETA (Estimated Time of Arrival) depending on our schedule.

**X \_\_\_\_\_ (Customer Initials) REVISED WRITTEN ESTIMATE:** If prior to or on the day of the scheduled pick-up the shipper tenders more property or makes a change to the initial order for which they received an estimate; ALL Moving & Storage may either (1) undertake the job with the additional property, in which case the shipper would only be required to pay 10% more than the initial estimate to receive the property on a non-binding estimate or 100% of the binding estimate and the remaining balance will be billed after the 30 day deferment. Or (2) ALL Moving & Storage and shipper may execute a Revised/Rescission document, PRIOR TO LOADING OR OTHERWISE BEGINNING THE JOB, this rescission document and new estimate given prior to loading will service as the only active estimate for which charges will be calculated.

**X \_\_\_\_\_ (Customer Initials) AGREED MANDATORY CHOICE OF LAW, VENUE AND JURISDICTION.** If a lawsuit becomes necessary to resolve any dispute between ALL Moving & Storage and shipper, said suit shall and must only be brought in circuit or county court in and for Kings County, New York. Suits involving disputed over interstate shipments must be limited to the governing federal law. Both parties agree to submit themselves to the jurisdiction of the New York Courts and agree given the relationship to the state, such exercise is reasonable and lawful. Shipper consents to jurisdiction in Kings County, New York and hereby waives the right to be served within the State of New York.

**AGENTS:** ALL Moving & Storage, may use agents/independent sub-contractors on all orders. Additionally, unless you purchased an "exclusive use of the vehicle" option, there is no guarantee that your items will not be temporarily stored or offloaded and reloaded onto a different vehicle then performed pickup and consolidated with other shipments.

**LEGAL PROCESS NOTICE TO ALL CLAIMS:** ALL Moving & Storage shall not be liable for the loss or damage of the goods unless claim is made in writing supported by proof of ownership, value, and weight. As a condition precedent, all outstanding monies due to ALL Moving & Storage must be paid in full before any claim can be made. Claims must be filed within 9 months of delivery or demand thereof is refused and must be limited to the destination descriptions of damages for each item on the inventory logs. All damages and missing items must be noted on the inventory logs. Damage indications must specify each item damaged at the time of delivery. Shipper or agent has full authority to order services and enter into agreement.

**SUMMARY OF NEUTRAL DISPUTE SETTLEMENT PROGRAM:** Our neutral arbitration program has been designed to give neither the carrier nor the shipper any special advantage. If a dispute arises between the carrier and the shipper Arbitration may be a mutually beneficial alternative to help resolve the dispute. Section 49 U.S.C. Section 375.211 provides that a mover must have a program in place to provide shippers with an Arbitration alternative. Arbitration is optional and not required under Federal law. (1) Summary of the arbitration process: Arbitration is an alternative to courtroom litigation. It provides each party to the dispute to present their cases and allows a neutral third party arbitrator to make decision as to the merits of each side's case. (2) Applicable costs: Each party is responsible for their own costs associated with arbitration. A benefit to the arbitration alternative may be that it is less expensive than traditional litigation. Each party is responsible for 50% of the costs associated with securing the arbitrator and 100% of their own expenses, including but not limited to attorney fees. (3) Legal effects: If the arbitration alternative is chosen, then any decision made by the arbitrator may be binding. Additionally, an arbitration decision may not be appealed in a court of law. There are many arbitration programs available at multiple locations throughout the United States. We are authorized to use and recommend AMSA Arbitration services. Contact information and other information about AMSA can be found at [www.amsa.org](http://www.amsa.org) Please contact the moving company if you wish to participate in or get more information about the arbitration program.

**SHIPMENT VALUATION AND COVERAGE:** ALL Moving & Storage Basic Liability of \$0.60 per pound per article at no charge. If any article is lost, destroyed or damaged while in your mover's custody, your mover's liability is limited to the actual weight of the lost, destroyed or damaged article multiplied by \$0.60 cent per pound per article. This is the basic liability level and is provided to you at no charge. It is considerably less than the average value of household goods. Full value protection coverage is available for additional cost at customer's request (cannot be purchased after move has begun). See "Full Value Protection Amount of Liability" above.

**NOTICE OF MAXIMUM AMOUNT DUE UPON DELIVERY:** Final charges will be based on actual weight or cubic feet/volume of property and services provided.

**ALL Moving & Storage**  
90 State Street #700 Albany, NY 12207  
800-627-2075  
US DOT 2933791 MC 939791



Maximum amount demanded at time of delivery, prior to unloading, is the amount of the non-binding estimate plus 10%; or 100% of the binding estimate. Actual charges may exceed the amount of estimate if additional services were ordered or required to be performed; if customer moved additional items, weight, or cubic feet; or if extra service options such as packing or storage were necessary.

**VERY IMPORTANT - IF YOU ADD ADDITIONAL ITEMS AT PICK-UP OR IF THE ITEMS ARE A DIFFERENT VOLUME, SIZE AND/OR WEIGHT FROM WHAT IS ITEMIZED ON THIS ESTIMATE** We ask you to notify us of modifications at least 3 business days before the scheduled pick-up date, to avoid surprises at pick-up! On the day of pick-up, your foreman may offer you a new revised estimate listing all costs for the entire move including the additional services ordered or additional items to be moved, if any. The total price will be the same as the price listed on this estimate if your inventory's estimated weight/volume has not changed and if you do not require additional services. If your inventories estimated weight/volume increases or if you require additional services, however, then your price may change based on the rate per pound and/or cubic feet stated in this estimate.

**CLAIM FILING PROCEDURE:** As per company **TERMS AND CONDITIONS**, in the unlikely event a customer realizes that some of their goods are damaged or missing, or if they feel that they have been over-charged or charged for services that they didn't receive prior, during or after services were completed, all customers **FULLY** understand that they **MUST** initially give the service provider (Moving Company) the **FIRST RIGHT** to fully investigate and respond in writing with a resolution to their issues.

X \_\_\_\_\_ (Customer Initials) **NOTICE AND WAIVERS:** In accordance with 49 CFR § 375.401(a)(2) and 49 CFR §371.113(c)(1), customer agrees to waive a physical survey in-home estimate of the household goods and alternatively agrees to receive a non-physical survey based written e-mail generated Binding Estimate based upon the customer provided item list of property to be transported and services ordered. Customer has agreed to receive and subsequently received the FMCSA publications "Ready to Move? – Tips for a Successful Interstate Move" and "Your Rights and Responsibilities When you Move" via e-mail hyperlink and accessed the Federal consumer protection information in the Internet." The terms of this estimate and all services to be provided are subject to the carrier's tariffs, incorporated by reference and available for inspection upon reasonable request at the carrier's offices. Please refer to: "You're Rights & Responsibilities When You Move" Brochure - [Rights & Responsibilities](#) as well as "Ready to Move" Brochure - [Ready to Move](#).

By E-signing & placing a deposit with ALL Moving & Storage, I am agreeing to the Terms & Conditions stated above.

X \_\_\_\_\_ (Customer Initials) **REFUND AND CANCELLATION POLICY** – By providing your credit card and signing this estimate, you are acknowledging and agreeing to this cancellation policy. The deposit will be fully refundable for a move cancelled 45 days prior to your move scheduled move date **NO EXCEPTIONS**. By providing your Credit Card and E-SIGNING this estimate, you acknowledge that 75% of the deposit is **NON-REFUNDABLE**. The rest of the deposit will be refundable for a move cancelled up to 14 days of the first available date of your original pick up window. Rescheduling at the last minute can result in penalties and fees and are subject to availability. We allow you to reschedule your job by providing prior notice to us at least 72 hours prior to your scheduled pick up date, in order to avoid a rescheduling fee of \$250.00.

Notice must be given in writing via fax and/or electronic mail. A cancellation notice is not accepted by telephone. You must provide your order number, full name, telephone number, scheduled date of pickup and origin and destination addresses. You may fax this information to (866) 627-6966; send via e-mail to [info@allmovingandstorage.com](mailto:info@allmovingandstorage.com)

I have read and agree to the **Terms & Conditions** stated above:

X \_\_\_\_\_  
**CUSTOMER SIGNATURE:**

\_\_\_\_\_  
**DATE**