

Terms and Conditions

Definitions

For the purposes of this Contract for Moving Services, the following terms will mean:

1. "Carrier" means Reliable Moving Ltd. or any of their agents contracted to move the Items;
2. "Contract for Moving Services" or "Contract" means this contract and all documents attached hereto including any documents declaring the values of the Items or providing an inventory/itemization of the Items;
3. "Item" or "Items" means any household items, property, goods or articles that the Shipper has hired the Carrier to move pursuant to the terms of this Contract for Moving Services;
4. "Origin" and "Destination" mean the respective addresses specified by the Shipper, on the first page of this Contract for Moving Services; and
5. "Shipper" means the owner of the Items or their representative or agent, as identified on the first page of this Contract for Moving Services.

Liability

THE CARRIER WILL NOT BE HELD LIABLE FOR ANY OF THE FOLLOWING:

1. Contents of Shipper packed Items, including but not limited to cartons, bags, dressers, suitcases, chests or other similar items, unless the contents of said Items are themselves Itemized and inventoried at the Origin and unpacked at the Destination by the Carrier or their agent at the time of delivery;
2. From an act, omission, or order of the Shipper;
3. For loss or damage caused after the Items have been delivered to or receipted for by the Shipper;
4. Loading Items from (or rendering any services at) a place or places at which the Shipper is not present, said Items shall be loaded at the risk of the Shipper before loading;
5. Fragile Items that are not professionally crated by the Carrier including but not limited to mirrors, marble, glass/crystal, ceramics, lamps, shades, televisions, artwork, statues and other similar items, unless agreed to in writing pursuant to this Contract for Moving Services under special instructions;
6. Damage to the mechanical, electronic, or other operations of televisions, radios, stereos, clocks, computers, appliances, musical instruments, or any electronic equipment or similar Items, irrespective of who packed or unpacked such Items;
7. Damage of any kind to pressboard/particle/waterboard furniture, wicker furniture or to veneer/lacquer finishes of furniture;
8. A defect or inherent vice of the Item, including structural integrity and susceptibility to damage because of atmospheric conditions such as changes in temperature, humidity or weather conditions;
9. Acts of God, including, but not limited to rain, wind, flood, hail and/or sun damage, terrorism, contamination, strikes, acts of war, riots;
10. Ordinary wear and tear, mold, mildew, termites, rodents, moths, bed bugs, and other insects;
11. Spoilage, deterioration, contamination, freezing, rusting, extremes of temperature, shrinkage, evaporation, loss of weight, changes in color, flavor, finish or texture;
12. Damage to any driveways or utility lines such as telephone lines, internet lines, fiber optics cables or any telecommunication lines when the Carrier is instructed to drive past the curb line by the Shipper, regardless of whether that is at the Origin or Destination;
13. Perishable Items including but not limited to foods and plants; and
14. Loss, death or injury of pets.

THE CARRIER'S LIABILITY IS LIMITED AS FOLLOWS FOR:

- Items having a replacement cost of Five-Thousand Dollars (\$5,000) or more will be limited to the maximum valuation as per the coverage option chosen pursuant to this Contract for Moving Services, such items must be identified to the Carrier by the Shipper prior to handling and itemized under the special instructions section of this Contract for Moving Services;

This includes but is not limited to:

- Any documents, tickets, deeds, manuscripts, blueprints, plans, specifications, or other valuable papers.
- Any jewels, jewelry, gems, precious metals, gold, silver or platinum, watches, precious stones, furs or garments trimmed with fur, currency, money, bullion, bonds, notes stock, stock certificates, revenue or any other similar Items.
- Sets or matched Items, the liability shall be limited to repair or replacement, whichever is less, of the lost or damaged items only, and shall not extend to repair, replacement, or recovering the entire set, but in no event to exceed the released or declared value as indicated.

Refusal to Move: The Carrier may, at its sole discretion, refuse to move any Items.

Difficult Access Exceptions: If there is an area that is difficult to enter or exit from, any Items being moved from said area by the Carrier and the property damage that may be incurred as a result of this difficulty, **IS NOT INSURED**. The Shipper shall accept all responsibility to any and all damages that may incur to an existing property such as walls, bannisters, doorways, light fixtures, fans, sprinklers, etc. and all floor coverings, such as rugs, linoleum, wooden floors, laminate, tile, etc. In this instance, any kind of damage to the Item or property is not covered or the responsibility of the Carrier.

Released Protection: Unless there is a declared value or protection coverage is requested, in writing pursuant to this Contract for Moving Services, the Carrier's liability is limited to Sixty Cents (\$0.60) per pound (lbs) per Item including any contents of that Item with respect to any loss, damage, or delay for any reason whatsoever and regardless of how said loss, damage or delay arose. All of the liability in excess of Sixty Cents (\$0.60) per pound (lbs) per Item is solely the Shipper's responsibility with respect to any loss, damage, or delay for any reason whatsoever.

Declared Protection: The Carrier has the right to repair or provide a cash settlement to the current value of any damaged Item or settlement on an appearance allowance up to its current value. **There is a \$250 deductible on declared valuation.**

Property Damage Protection Fee: The Property Damage Protection Fee is a non-refundable fee added to all residential services to cover the cost, up to **\$500**, to fix any damages to your property sustained during delivery of our services. Reliable Moving Ltd. reserves the right to contract professional trades to complete property damage claim repairs and services.

Waste/Junk Removal: Should disposal of waste or junk be required, Additional Charges will apply and are to be paid on the conclusion of the move by the Shipper.

Harmful Items: Any party, directly or indirectly, tendering to the Carrier any explosives or dangerous goods, without previous full written disclosure to the Carrier of their nature and or danger, shall be liable for the indemnify the Carrier against all loss or damage caused by such goods and such goods may be warehoused at Shipper's risk and expense or destroyed without compensation.

The Shipper acknowledges that they have carefully read, understand and agree to the terms of the Carrier's Liability pursuant to the above Section 2 of this Contract for Moving:

Shipper Initials*

Claims

The Carrier shall not be liable for the loss or destruction of, or damage to the Items tendered and moved, or any part thereof, unless within 48 hours from the date of delivery at the destination, the Carrier is informed in writing via email to info@reliablermoving.ca and within Thirty (30) days from that same time, or the minimum time afforded by local ordinance, where applicable, a claim is filed with the Carrier. The Carrier has the right and shall be given an opportunity to inspect all claims for damage, including any concealed and/or external damage to the Items.

Inventory Sheets

Inventory sheets are prepared only when a valuation requires it, or when requested, in writing, by the Shipper. Additional fees will apply when a request is made by the Shipper for an inventory sheet.

Ownership of Goods

The Shipper has represented and warranted to the Carrier that the Shipper has lawful possession of, legal right and authority to tender all of the property herein described and that there are and will be no liens, mortgages, or encumbrances on said property superior or averse to the legal right and authority of the Shipper to contract for services. If there be any claims or litigation concerning the property, the Shipper agrees to indemnify the Carrier for all costs, expenses, and attorney's fees that the Carrier may reasonably incur or become liable to pay in connection therewith. The Carrier shall have a lien on said property for all charges including storage and for such costs and expenses. The lien specified herein shall also cover legal expenses incurred in bringing or defending an interpleader action to determine the ownership and/or right of possession of property specified in the Contract. The Carrier, at its option, may bring suit for reimbursement pursuant to the foregoing provisions without further foreclosing of its lien.

Carrier's Lien

It is agreed that the Carrier shall have a lien against any and all property tendered to it or heretofore or hereafter tendered to it and on the proceeds from the sale thereof for all charges provided herein, including without limitation claims for monies advanced, storage, transportation, interest, labour, auction costs, and all other charges or expenses in relation to said property, as well as any other costs incurred through legal action, including enforcement of the Carrier's lien (costs for collections, notice, advertisement of sale, actual cost of sale, Court cost, etc.); conflicting claims of ownership; any interpleader action arising from the bailment of the goods; or defending itself in the event the Carrier is made a party to any litigation concerning the goods involved herein.

All goods upon which the Carrier has a lien are subject to sale at auction to satisfy any and all unpaid charges, including interest as hereinabove provided, which charges are not paid when due, plus the expense for the preservation of the goods reasonably incurred in the sale, advertising, as well as any legal expenses, including reasonable attorney's fees, which may be necessitated by said sale.

The lien upon any and all property tendered with the Carrier shall also include unpaid charges and expenses pertaining to the property previously tendered with the Carrier, regardless of whether said property has been delivered by the Carrier.

The parties agree that in any sale conducted to satisfy the Carrier lien, all property that is subject to the lien shall be sold. Proceeds of the sale, in excess of charges secured by the lien, plus the cost of preserving the goods and conducting the sale, shall be remitted to the Shipper.

The Carrier may, at its option, bring suit for reimbursement pursuant to the foregoing provisions without first foreclosing upon this lien.

The Carrier shall be presumed to have acted in good faith and in a reasonable and commercially acceptable manner when or if it seeks to enforce their rights under this lien, at law, or in equity, including pursuant to Personal Property Security Act, RSA 2000, c P-7, the Possessory Lien Act, RSA Chapter P-19 or any other applicable legislation.

The Shipper hereby grants a Carrier's Lien in favour of the Carrier against all Items and any property tendered to the Carrier pursuant to this Contract for Moving, to secure the payment of all amounts owing by the Shipper to the Carrier.

Shipper Initials*

Payment

PAYMENT OF ESTIMATED CHARGES ARE DUE ON ARRIVAL AT THE SHIPPER'S DESTINATION ADDRESS, PAYMENT IN FULL MUST PRECEDE ANY PROCESSING OF CLAIMS.

All invoices are payable with debit, VISA or MasterCard. Payment by cheque must be approved by the Carrier before the move commences. For long distance moves, certified cheque or credit card is required prior to unloading of goods from our trucks.

A service charge of 1.5% per month (18% per year) will be added to any outstanding invoices. Should collection procedures be necessary to collect this bill, the Shipper agrees to pay and all costs of collection including reasonable attorney fees. A \$35.00 service charge will be assessed on all checks returned by the bank as unpaid.

Estimated Price

The Estimated price is based on the information provided by the Shipper and the representation that the Items are packed and ready to move. If additional packing, additional Items, or other undisclosed variables exist, the price will be adjusted accordingly.

Miscalculation

If an addition or calculation error is made by the Carrier and is discovered by their billing department, the Shipper is still liable for actual charges and time that should have been charged regardless what the invoice, contract, or other written form states, if it directly contradicts itself based on the totals of the:

1. Moving time between the arrival and finished time;
2. Discount time if any;
3. Travel time trip fee;
4. Fuel surcharge;
5. Packing materials used if any;
6. Temporary storage if any; or
7. Any other charges listed on said form that does not calculate to the correct grand total.

The Shipper hereby agrees for said correct amount to be billed to the payment method provided by the Shipper pursuant to this Contract for Moving Services.

Delivery

Any part or all of the Items to be delivered to the Shipper can be initiated only upon receipt of written orders, at the option of the Carrier, with delivery instructions signed by the Shipper.

Any change of address of the Shipper, to be valid and binding, must be provided by the Shipper to the Carrier in writing and acknowledged in writing by the Carrier.

The Carrier will make reasonable efforts to complete delivery and is not responsible if physical conditions or other special circumstances prevent completion. If the Carrier cannot deliver the goods in the ordinary

way (by stairs or elevator), **there will be an extra charge for hoisting, lowering, or other labour or equipment necessary.** The Shipper must make advance arrangements for elevators (have them padded) or other services and pay any charges. **The Carrier will charge for waiting time caused by lack of sufficient elevator service or any other causes beyond the Carrier's control including weather.** If no authorized person is present to accept goods at the agreed time, or if orders are incomplete, the Carrier will deliver the goods at the Shipper's risk using reasonable judgment.

General

The following provisions apply to this Contract for Moving Services:

1. This Contract represents the entire agreement between the parties hereto and cannot be modified except in writing, signed by the Shipper and the Carrier, and it shall be deemed to apply to all Items and property of any and all nature or description which the Carrier may now or at any time in the future pack or ship for the Shipper's account.
2. If any paragraph or portion of this Contract found to be unenforceable for any reason, it shall not affect the remainder of this Contract, and the Contract shall be fully enforceable and shall govern the rights and responsibilities of the parties.
3. This Contract is binding upon the parties, their heirs, executors, legal representatives, successors and assigns and will be construed and interpreted in accordance with the laws of the Province of British Columbia.
4. The section headings in this Contract are for convenience only and will not be deemed to affect any provision of the Contract.
5. The Customer agrees that the Customer has no right of set-off for any amounts owing pursuant to the Contract and any related invoice.
6. The Customer will pay all costs (including legal fees and disbursements) incurred by the Company in enforcing any of the terms, provisions, covenants and indemnities set out in this Contract.

Shipper

Shipper Accepts Delivery of Shipment

Shipper hereby accepts delivery of shipment. If the Shipper will not be present at the destination location to receive, does hereby preauthorize and accepts the delivery of the shipment.

Shipper Initials*

Carrier Initials*