

TERMS & CONDITIONS

D H Moving & Storage, Inc (hereby referred to as the Company) proposes to perform all Services at the rates and charges set forth herein and subject to the Terms & Conditions contained herein for the shipper/customer or designated agent (hereby referred to as the Shipper). All Charges are based on time and materials, and all time will be charged From and back To the Company's office. Time will be rounded UP to the next quarter hour.

1) Limitation of Liability: Company shall be legally liable only for our own negligence. Company assumes no liability for delays or loss or damage to goods caused by deterioration, war, terrorism, labor troubles, strikes, acts of God or the public enemy, riots, military or government actions, nuclear hazard, quarantine, the elements or other causes beyond the control of the Company. Also, the limits of liability for goods in storage and/or for transporting or handling will be strictly limited to the valuation selected and subject to the terms and conditions of this contract.

2) Valuation: At Shippers request, Company will procure Full Value coverage at the Shippers' sole expense. Shipper must state the Full Value of all property to be moved. Otherwise the Company will be liable for only the Loss times the Percentage of the value covered divided by the actual total value of the entire amount moved, and that the Shipper assumes the responsibility for the difference should a loss or damage occur. This coverage may have a deductible. Please see reverse side of this contract for the amount of any deductible.

3) Liability Exclusions: The Company is not liable for the mechanical or electronic functioning of any articles such as, but not limited to Computers, Televisions, Copiers, Pianos, Appliances, Refrigerators, Washers & Dryers, etc, whether or not such articles are packed or unpacked by the Company. The Company recommends that all such items be inspected and prepared for moving by a qualified service technician. The Company is not responsible for any damage caused to the goods by inherent vice, the very nature of an item being moved, such as, but not limited to inadequate structural design of wood products and /or pressboard furniture, weakened fasteners or adhesive breakdown due to old age or changes in temperature or humidity. In no event shall the Company be liable for the loss or damage to information or data contained in computers, laptops, PDA's, cameras, camcorders, on hard drives, disks, zip drives, floppies, memory cards or any other format for any reason whatsoever. We are also not liable for damage resulting from moths, vermin, or other insects, rust, spoilage, contamination, normal wear and tear, mold, mildew, fumigation, loss or damage or delay caused by or resulting from an act, omission or order of the Shipper or from illegal transport or trade.

4) Arbitration: Any dispute between the Company and the Shipper arising out of or relating to this contract or the goods affected thereby, whether such claims be found in tort or contract, shall be settled by final and binding Arbitration and the procedures of the Registered Mover Program, which is part of the Maryland Movers Conference and the Maryland Motor Truck Association, Inc., provided however, that in any such arbitration neither the arbitration proceedings nor the arbitrators may vary or modify any of the foregoing provisions. Also, if the Shipper files suit in a court of law relating to this contract or the goods affected thereby, the Shipper agrees to indemnify the company for its costs incurred to defend such action, prosecute an appropriate action for breach of contract, including, but not limited to attorney or court costs.

5) Valuables: The Company is not liable for the contents of drawers, containers, or other items of a similar nature unless we are paid to pack and unpack said items. We are also not liable for damages to Fragile Items unless we are paid to pack and unpack them. These items include, but are not limited to, Glass, China, Marble, Mirrors, Lampshades, Slate, Pictures, Artwork, etc. Further, the Company is not liable in any way for Cash, Cell Phones, Jewelry, Precious Stones, Bonds, Securities, Documents or other items of extraordinary value, even when packed and /or unpacked by our employees. Also, any items with a value in excess of \$100 per pound must be declared in writing prior to the move. Shipper must list these items on the High Value Items form which is a part of this contract. Failure to declare such High Value Items will result in the valuation reverting to Standard Valuation for those items.

6) Pairs and Sets: For any article or articles which are a part of a pair or set, the measure of loss or damage to such articles shall be a reasonable and fair portion of the total value of the pair or set, giving consideration to the importance of said article or articles, but in no event shall such loss or damage be construed to mean the total loss of the pair or set, or any part of property consisting, when complete for use, of several parts, the company shall only be liable for the value of the part lost or damaged.

7) Dangerous Articles: Loss or damage contributed to or caused by transporting aerosol cans, cleaning fluids, paint, explosives, firearms, ammunition, biohazards, nuclear hazards, flammables, of any type and or other dangerous goods is excluded. The Shipper hereby agrees to certify that none of the foregoing items will be contained or included within the shipment and further agrees to indemnify Company against any loss or damage caused by the inclusion of these or similar items.

8) Ownership of Property: The Shipper has represented and warranted to the Company that he/she is the legal owner or in lawful possession of the property tendered for storage and/or transportation, and has the legal right and authority to contract for services for all of the property tendered upon provisions, limitations, terms and conditions herein set forth. In the event of litigation as a result of the breach of this clause, Shipper agrees to pay all charges that may be due together with such costs and expenses including attorney fees which this Company may responsibly incur or become liable to pay in connection herewith and Company shall have the right to assert, pursue, and perfect a lien on said property for all charges that may be due it for such costs and expenses.

9) Claims: All items **MUST** be inspected by Shipper at the completion of the move. Any claims of damage or non-delivery **MUST** be made In Writing within 10 days of the completion of the move, and **MUST** be accompanied by a PAID IN FULL receipt of ALL charges. The Company shall have the right to INSEPECT and REPAIR any damaged articles and it shall be at the sole discretion of the Company, with the advice of a qualified repairman, as to whether an article should be repaired, replaced or the Shipper paid cash compensation. As such, all damaged items must be kept available for inspection, including cartons in which items were packed. The Company reserves the Rights of Salvage on any damaged article. Under no circumstances shall the Company be liable for the loss of use of the property or any decrease in value of any article or item.

10) Terms of Payment: Full Payment is due **immediately** upon completion of services rendered. Accepted methods of payment are Cash, Certified Check, Bank Check, Money Order or Major Credit Card. **NO Personal Checks** accepted. If a Credit Card is used, the Shipper specifically agrees that if delivery has been made, Shipper will not in any way block, revoke or object to payment previously made, authorized, or agreed to. Furthermore, Shipper specifically agrees that he/she will not attempt to offset damage or delay claims against any credit card charges or other payments. If Shipper violates this Terms of Payment section of the contract, Shipper agrees to pay all collection costs and legal fees incurred by the Company because of such action.

11) Entire Contract: This contract represents the entire agreement of the parties hereto, and applies to all additional services rendered by the Company for the Shipper. Only an officer of the Company has the authority to modify the Terms and Conditions of this contract, and then only in writing; the Company will not be bound by any promise or representation made at any time by any other person unless made in writing and signed by an officer of the Company.

12) Severability: If any provision contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this agreement and all other provisions shall continue in full force and effect.