

# Moving Policy

Movers & Co., LLC, is dedicated to providing safe and efficient moves to each of its valued customers. To do this, the company has put some policies in place that will enable each customer to have the smoothest move possible. Each policy is detailed below & in our Terms & Condition's PDF. Our move coordinators are available to answer any questions you have about any of the following information.

Our moving estimates are based on the information you provided and our experience and expertise. This is only an estimate, actual time may vary. The actual time can vary due to lack of preparation, poor access at job site, or additional items to be moved not originally accounted for in the bid. Job cost is directly correlated to access and quantity of household goods to be moved. We do our best to accurately estimate the cost of your move but due to variables out of our control, Movers & Co. does not guarantee completion time. Due to scheduling constraints Movers & Co. reserves the right to send more or less personnel depending on availability and need.

1. Guidance, Walk-through and Payment. The customer or his representative must be present during the move at all times. We need your guidance! It is customer's responsibility to do a final "walkthrough" of the premises to ensure we have taken everything. Our time runs continuously until all tools and equipment are back in the truck and payment is completed. Movers & Co. has a 3 hour minimum. Please make sure you have your payment ready to go at the end of the job to avoid paying for any extra time.

2. Payment Options. We accept the following: Cash, cashier's check, Debit card or credit card VISA/MC/DISCOVER/AMEX. If you use a credit card there will be a 4% Visa, MasterCard, Discover or a 4% for AMEX convenience fee, so please budget that into your expenses.

3. Long Distance/Interstate Moves. If you wish to pay using a credit or debit card you must inform us prior to your delivery and make appropriate arrangements with our office. We charge 4% convenience fee for this service. The delivery drivers for long-distance moves cannot process/accept any forms of payment other than cash.

4. Items that MUST Be Removed Prior to Moving Day: On moving day please make sure you have all the following items removed and placed in your vehicle or a secure & locked area: All medications, checks, passports, documents, precious stones, jewelry, cash, coins, expensive china & glassware, credit cards, firearms, statuary, flammables, stocks & bonds, furs, fine art, collectibles, computers, laptops, gaming consoles and games or other similar valuables.

5. Philadelphia Residents. Well known for having small, tight stairwells and entrances. Sometimes modern day furniture does not fit into these places. Our crew will do their best, but we cannot be held responsible if an item does not fit into your residence. Movers & Co. will not be responsible for damage caused by any non-routine moving including, but not limited to; hoisting, standing pieces on end, handing items over railings, sharp turns, overcrowded areas, and tight hallways/entrances.

6. Parking Arrangements. Customer is responsible for requesting moving permits if ones may be required. We can only recommend getting permits for all moves as they guarantee parking the moving truck as close as possible to your doorway. Because you are familiar with the parking situation on your street, you must decide if you need one or if you can manage parking on your own. In most cases we require 20-40 feet to park the truck. Please get moving permits if you think movers may have trouble

parking at your address or let us know, so we can take appropriate arrangements for you. We highly recommend getting permits at your local police precincts. Driver reserves the right to park anywhere at his discretion to better perform services, even if it is illegal and/or he has to double-park. Customer agrees to pay any parking fees or tickets assessed to the carrier for any vehicle under hire by the customer at the time of the charge.

7. Damages and Claims: Any damage claims must be submitted in writing to our claims department. Applicable notes about these damages must be made in writing on the Moving claim form on the day of your move before movers leave your premises. Our company standards do assume a full inspection of furniture by both our movers and customers; however the final inspection is the responsibility of the customer. For any insurance company, our Moving Claims form document is critical in noting charges the same day, to ensure the damage occurred that day and that coverage could be provided. Unless payment is made in full as is due we are not required to answer or process a claim. Do not assume you may deduct the money from the final bill to compensate yourself in the event of damage. This is ILLEGAL. We are required to abide by the rules of Released Valuation ("RV") under Federal Tariff Law. Under this law, you are liable for Damages up to \$0.60 per pound, per item. This section will explain our obligation to investigating and closing damage claims, as well as the general rules of RV. RV is our legal liability to compensate the customer if Damage to their property occurs through negligence, while in our possession. RV establishes our maximum liability for Damage at \$0.60 per pound. Thus, our liability is based on the weight of the item, not the current monetary value.

8. Refrigerator Move. We only move empty freezers/refrigerators. Please empty the contents for safe moving. We are happy to load these last and unload them first.

9. Grandfather Clocks. You are responsible for removing the pendulum, chimes and weights. Clocks are very delicate to and may need to be retuned or adjusted after you move has been completed by a professional.

10. Dresser Drawers, File Cabinets, Desk Drawers. Please empty all dresser drawers, file cabinets and desk drawers. Remember that the furniture will have to be lifted and carried, so if it's overstuffed and extra heavy it will be more difficult to handle. If the furniture will have to be navigated through challenging obstacles, like a winding staircase, it's usually best to remove everything, even the drawers, as it may be necessary to flip the furniture on its side or upside-down to get it through. The more prepared you are the more efficient we can be and the quicker the job can be completed. Loose and unpacked items can add time to the estimate.

11. Marble. Movers & Co. will not be responsible for any or all types of marble, due to the age or hairline crack that can cause splitting. We recommend that you place the marble in your personal vehicles for safe transportation.

12. Last Minute Change of Service. If the move requires work above and beyond the original order for services, Movers & Co. reserves the right to fulfill other obligations before completing additional work. For example, you have originally ordered services for two (2) rooms move only. On the day of the move you adding additional rooms to move, not mentioned at the time of request, additional pickups/drop offs etc., which will significantly increase total move time. In order to make our schedule on time for the next move, we reserve the right to postpone additionally requested services till our next availability and/or after completion of other jobs that day.

13. Flat Screen TVs. These are susceptible to damage from extreme temperatures, slight bumps, and altitude changes. The original packaging is the best. In any case, please note that in the absence of physical evidence of external damage or negligence (visible damage) we are not responsible for TVs functioning after delivery.

14. Weather Conditions. Movers & Co. Moving reserves the right to reschedule the move at an agreed upon time, without liability if there is inclement weather, including, but not limited to heavy/freezing rain, snow emergency, hurricane warning, weather travel ban etc. You will have the option of being rescheduled to our next available day. We will do our best to reschedule you as soon as possible.

15. Driveways. Movers & Co. will not drive our truck off of the street surface or on very steep surfaces. In certain instances there may be time required to position the truck onto your property or in the street. Any time spent positioning the truck will be on the clock. Please be aware that positioning a large truck into some driveways may be extremely difficult. Movers & Co. will not be responsible for any damage to your driveway, lawn, trees, etc. Our drivers are very experienced and will be as careful as possible when positioning the truck.

16. Safe Pathways & Access to Abode. Please ensure that your walkways are safe especially in the winter and if there are any access problems: hills, long unpaved driveways, loose gravel, etc., please let us know. Movers & Co. will not take a truck off pavement or on steep grades. Movers & Co. will not drive a truck over freshly graveled driveways, lawn sidewalk or other area not designated for truck traffic. Doing so may cause ruts in the grass, cracking of concrete, loss of vegetation, damage to underground sprinklers, drain fields or other damage. Movers & Co. is not responsible for any damage or towing charges, which may result, whether foreseeable or not. Any time spent positioning the truck(s) or time lost due to truck(s) getting stuck will be at customer's expense.

17. Right of Refusal. Movers & Co. will not do anything that we feel is unsafe. We reserve the right not to service you under dangerous, unsanitary, or abusive conditions the determination of which is at our sole discretion and we will not be liable to you or any other entity for direct or consequential damages. Movers & Co. will not work in unfloored attics. Ceiling damage and personal injury may result. Movers & Co. assumes no responsibility for ceilings.

18. Elevator Times & Restrictions. You must notify us of any elevator time restrictions prior to confirming your move. This will ensure that we can meet those restrictions to the best of our ability. If we are not notified of the elevator restrictions prior to confirming your job we will not be held responsible for meeting the time restriction. If you notify us about an elevator time restriction after your move is scheduled with us we may not be able to meet that restriction and we will inform you if we can do so.

19. Certificate of Insurance. It is your responsibility to check with your building to see if we need to provide a certificate of insurance prior to the move or any other requirements that are necessary. If we are not notified of the certificate of insurance or other requirements we will not be held responsible. A full certificate of insurance usually requires a week to be processed. If your building needs a certificate of insurance we will need to know who to list as certificate holder, any additional insured's, a fax number/e-mail address, and the name of a representative of whom to send it to. If you have any questions please ask ahead of time.

20. Self-Storage. If you are loading or unloading into or out of self-storage, we are only responsible for damage caused while loading, transporting or unloading. It is the customer's responsibility to provide padding (blankets, thick towels, padded paper, etc.) to protect their goods. Our responsibility ends when the unloading is complete. We will move items into any storage unit of your choice, however items will be stacked in the storage unit and we have no control over people coming into or out your unit after that time. For this reason, our insurance coverage stops as soon as we unload the contents into storage. Days, weeks or months later, if damage is claimed or if items claimed lost or misplaced, there will be no coverage. Self-Storage moves are 100% at the customers own risk. Please purchase or rent pads and we will be happy to pad your furniture to keep it safe in storage. Keep in mind when we unload, we take our pads with us.

21. Help with Your Move. Please note: Insurance regulations prohibit us from allowing you on the truck and if you choose to help with any part of the move, per our contract, we are excluded from liability for the entire move.

22. Simulated Wood Products and Pressed Board. These products have poor structural integrity, which does not lend itself to moving or repair. We will move these items carefully but cannot be responsible for damage of simulated wood or pressed board furniture. These items are excluded from any and all moving insurance coverage. A helpful tip from your friendly Movers & Co.: Furniture manufactured from pressboard and particleboard is designed to go into a box when it is moved from the manufacturer to the retailer then to the customer unassembled. It is not built to withstand the normal stresses of a move as an assembled unit. Most are not designed with the extra wood structural pieces to adequately brace the unit for movement out of or into a residence or office, nor the normal moving truck vibration, even in air-ride moving trailers. Usually chips or dents are not repairable. Surface impressions can be made on the furniture when writing on a single piece of paper – you can imagine how it must fare when stacked in a moving truck. Assembly instructions frequently suggest that connecting hardware pieces be glued in place. This does not significantly improve the structural integrity of the furniture, but does make disassembly impossible without creating substantial, irreparable damage. For these reasons, moving companies and third party insurers do not offer increased insurance coverage for these types of items. We will do our best to transport these items for you in a safe and careful manner, but because pressed wood furniture is so unstable we are unable to offer increased cargo valuation or increased insurance on these pieces. If damage does occur you will be able to submit a claim only for the basic cargo valuation coverage of \$0.60 per pound. Full replacement value insurance excludes these items. Pressed wood and particleboard furniture is moved at your own risk!

23. Kids and Pets. For safety reasons and their protection, small children and pets must be out of work area.

24. Disassemble & Re-assemble. Movers & Co. does not re-assemble any item that we did not disassemble unless we feel it is safe. We can take apart simple items like bed frames; take legs off of tables, etc. We cannot disassemble or assemble any cribs. Movers & Co. will not assemble or take apart anything that is too complex or that requires a manual. Please ask us prior to the move if you have a question. All CRIBS must be disassembled prior to moving day.

25. How to Save Money. Pack everything into uniform sized boxes with lids and mark them with the destination room. Stay close to the action. Move delicate items in your car. We are happy, to place them there and remove them. Disassemble your furniture before we arrive. Be as clear as possible with your

directions to our crew.

## **Loading**

The process of loading Goods into our Vehicle. We expect to provide loading Services in a manner consistent with an experienced moving company. Our obligations include:

- Maximize available space
- Load to minimize potential for damage. Heaviest to lightest, left to right, floor to ceiling
- Pad and wrap furniture thoroughly. Movers must use all padding provided, even if excessive.
- Use rope, straps and/or tie downs as needed
- Dis-assemble items as necessary (in conjunction with our dis-assembly policy)
- Take appropriate steps to protect furniture, flooring and the property

Per our Tools & Equipment policy, it is generally our responsibility to provide support items for loading services. These items include furniture padding/blankets, rope or tie-downs and similar.

## **Unloading**

The process of unloading Goods from a Vehicle. We are expected to provide unloading Services in a manner consistent with an experienced moving company. Our obligations include:

- Place items within the home as directed by the Customer
- Assemble items as necessary (in conjunction with our assembly policy)
- Take appropriate steps to protect furniture, flooring and the property

## **Heavy Items**

### **250-400 Pounds**

Minimum of 3 movers is required. More may be required depending on the access conditions and location of the item(s).

### **400-600 Pounds**

Minimum of 4 movers is required. More may be required depending on the access conditions and location of the item(s).

### **600+ Pounds**

We will not schedule Services when any item falls into this weight range without prior approval.

## **Our Liability**

We are liable for any Damage that results from negligence during the movement of the item. Most of these situations can be explained as Damage that could have been avoided ("accidents"), or that should have been avoided ("negligence"). The former is an unintentional act, such as dropping an item while it's being carried. The latter is usually a failure by the movers to complete a task correctly, resulting in the Damage.

## **Examples of Negligence**

- We provided furniture blankets but some/all were not utilized
- Dragging an item across the floor resulting in Damage to the property
- While carrying an item, failing to navigate correctly resulting in Damage to the hallway, doorway or walls

## **Liability Rules**

Due to the nature of the Services we provide there are liability rules and exclusions:

1. Possession: Our liability for Damage exists while the movers are on site and in possession of the items. Our liability ends when the invoice is paid and the movers have departed, as possession has been transferred back to the Customer

Customer Packed: Any items boxed, packed or otherwise prepared by the Customer

We are required to abide by the rules of Released Valuation ("RV") under Federal Tariff Law. Under this law, you are liable for Damages up to \$0.60 per pound, per item.

## **Investigating & Handling Claims**

We are solely responsible for investigating and responding to any damage claims in a timely manner.

## **Submitting Claims**

If there is an item that was damaged during the move, it is the customer's responsibility to notify the movers of the damaged item before their departure. The movers will review any damages, take necessary pictures and fill out a "Moving Claim Form". The customer must sign this form and keep a copy for reference purposes. This process must be completed before the movers leave the premises.

If the customer chooses to submit the claim thru phone on moving day, the customer may submit a claim by contacting our claims department at (302)257-6683. A representative will collect information from the customer and submit a claim on behalf of the customer at which point will receive a claim number. Per policy, all claims must be submitted no later than 24 hrs after move has been completed.

As for a “total loss” we are not legally liable for that (although there has never been an instance in which we have not completely covered a damaged item). You can, of course, buy transit insurance which could provide you with complete coverage on everything rather than a declared value per pound.

## **Resolving Disputes**

### **Our Role**

Once we have been notified of a Dispute we are required to:

- Investigate the claim to determine if it has basis (merit)
- If the Dispute has basis, we must take appropriate steps to satisfy the Dispute directly with the Customer
- Regardless of the outcome, we must officially close the Dispute in a timely manner and notify insurance company of findings.

### **Website Availability**

We will use reasonable efforts to make the Website available for access through the World Wide Web. However, we are not responsible for unavailability of the Website for any reason, including, but not limited to, periodic downtime for maintenance, backup, acts of God, and other circumstances beyond our control that are a normal part of Internet business, and we may at any time in our absolute discretion suspend or discontinue the Website for any reason or no reason at all.

**Hoisting.** Movers & Co. are experts in hoisting. Please let us know if you are in need of hoisting ahead of time so we can be prepared. Our crew will do their best to hoist any objects in or out of your residence as long as we feel it is safe. We will not hoist anything that we feel is too heavy or unsafe. Because of the difficult nature of hoisting we will not be responsible for any property damage or damage to hoisted items. You are required to remove any windows for us to hoist. Our crew is not able to remove them due to liability purposes.

**Aging and Deterioration.** When moving household items, Movers & Co. has found deterioration occurs over time due to age/heat/dry rotting. Wood dowels and furniture, mattresses lump and disfigure upon disturbing, lampshades and wiring also become brittle and rotten, and floor lamp base concrete may crumble and fell out. If you wish, we will move them carefully, but will not be responsible for damage of deteriorated items.

**Unsafe/Unique Moving Circumstances.** We are often asked to perform tasks that border on the impossible. Movers & Co. will not be responsible for damage caused by non-routine moving including but not limited to, standing pieces on end, sharp turns, overcrowded work areas, difficult stairways, snags and sharp edges in work areas and doorways, handing over balconies, railings, etc., tight squeezes, and damage caused by weather. Movers & Co. is not responsible for any direct or indirect damage to items or surroundings, as a result of a specific customer request. You will be asked to sign a waiver if we agree to attempt a move that we deem unsafe or unreasonable.

**Flammables and Combustibles.** Movers & Co. will move no flammables or hazardous material due to safety laws and DOT regulations. As you prepare for your Boston residential move, there are some things you should be prepared to move yourself or leave behind. Moving companies are not legally permitted to transport any hazardous materials! This includes items that are flammable, corrosive or combustible. What does this mean for you? If you have a gas barbecue grill you will need to disconnect the tank and take it with you or the grill stays where it is. Your lawnmower and other power lawn tools must be emptied of fuel or they do not go on the truck. You should also be sure to disconnect gas hookups for grills, dryers, water heaters and anything else that you plan to have your movers take. Moving companies cannot handle gas connections. Please contact your gas company for servicing. We do not disconnect gas appliances under no circumstances. Non-allowable items include: sterno (jelled fuel), Fire Extinguishers, Household Batteries, Matches, Aerosols, Chemistry Sets, Kerosene, Cleaning Solvents, Darkroom Chemicals, Gasoline, Ammonia, Pool Chemicals, Propane/Propane Tanks, Nail Polish, Nail Polish Remover, Motor Oil, Fireworks, Car Batteries, Charcoal, Charcoal Lighter, Liquid Bleach, Fertilizer, Paints (latex & oil-based), Paint Thinner, Pesticides, Firearms, Ammunition, Poisons (such as weed killer), Lamp Oils, Fuels. Customers must make other arrangements to transport these items.

**Potted Plants.** Especially larger ones are very difficult to move when full. The vibrations of the truck can sometimes crack the pots when full. We will be able to move your potted plants for you if you wish. We do not move large potted plants weighing over 30 lbs. Movers & Co. will not be responsible for any damages to any potted plants or the pot/container they are planted in.

**Electrical Connection & Dis-connection.** We cannot disconnect any water, electrical, or gas lines from any appliance or item. We also cannot disassemble any item that requires such a disconnection or connection. We will connect washer/dryer or ice makers, but is not responsible for the connections. You or your representative must check or accept any plumbing connections. Any assistance we give is as a courtesy only. Water and drain connections are the responsibility of the user. Ramsey's Movers are not licensed plumbers.

**Pianos & Safe Moving.** Movers & Co. loves moving big stuff. We move upright pianos, gun safes, jeweler safes, High-back pianos etc. Please check with us prior to the move to make sure we can safely move it. We move pianos & safes up or down any stairs.

## **EXCLUSION OF LIABILITY**

1. Movers & Co. liability for lost or damaged items is limited to \$0.60 per pound per article unless the customer has purchased additional insurance.
2. Movers & Co. Inc. shall be responsible for replacement of any lost items listed on inventory page and inspected prior to move, subject to above limits. Items not listed on the inventory are not insured.
3. The condition of any item(s) boxed by customer (PBO/packed by owner) and not inspected prior to move is not insured by Movers & Co. Inc. and is the responsibility of the customer.
4. Movers & Co. Inc. shall in no way be responsible for the working condition of electronic equipment, grandfather clocks, or any other piece of mechanical equipment (MCU/Mechanical Condition Unknown). All items should be properly boxed and securely packed. If the following items are transported loosely,

they are excluded from moving liability. These items include, but are not limited to: ELECTRONIC COMPONENTS, APPLIANCES, TELEVISIONS, STEREOS, DVD PLAYERS, CD/MP3 PLAYERS, SEWING MACHINES, TYPEWRITERS, COMPUTERS, PLANTS, LAMPSHADES, GLASS, CERAMIC LAMPS, CERAMIC ITEMS MIRRORS (WITH OR WITHOUT A DRILLED HOLE), MARBLE, CERAMIC, PLASTICS, CONCRETE PIECES, STATUES, PICTURES, PAINTINGS, CURTAIN RODS, COMPUTERS, LAPTOPS, DISHES, CHINA, ETC. Standard liability is limited to and not to exceed \$0.60 cents per pound, per article.

5. Movers & Co. Inc. will not repair or replace pressed board or simulated wood furniture. Much of the budget priced furniture today is made from a pressed wood or wood byproduct material. Some of the wood grain look is simply paper and some is very thin plastic material like on lower end kitchen cabinets. This type of material is not structurally strong, especially if it has screws, since the screw threads have no real grain to imbed into, just crumbly pressed wood chips held together by some binding agent. It is not repairable and we have seen it crumble from the smallest vibrations riding in a truck across town. Do not EVEN ask us to repair or replace this type of furniture! We will do our best to move it successfully for you. This type of furniture is specifically excluded from basic and increased insurance coverage.

6. The right is reserved by Movers & Co. Inc. to repair or replace any damaged item(s).

7. Movers & Co. Inc. will not be responsible for damage caused by non-routine moving including but not limited to, standing pieces on end, sharp turns, over-crowded work areas, difficult stairways, snags and sharp edges in work areas and doorways, handing over balconies, railings, etc., tight squeezes, and damage caused by weather. Occasionally it may not be possible to place items where you would like them without possible damage to the items or premises. If this situation arises, our foreman will present you with a release form indicating that you accept responsibility for any ensuing damage. (and/or obtain your verbal agreement). You will be asked to sign a waiver if we agree to attempt any non-routine moving request.

8. Movers & Co. Inc. shall not be responsible for loss or damage to accounts, bills, checks, evidence of debts, letters of credit, passports, tickets, documents, manuscripts, notes, mechanical drawings, securities, currency, money, bullion, precious stones, jewelry, or other similar valuables, paintings, statuary, or other works of art; or property carried gratuitously or as an accommodation. The process of removing drawers must be done in the presence of the customer or their agent. We require that all valuables be placed in a secure area off the premises prior to moving day. Example: (A vehicle or a family members or a friend's residence.)

9. Movers & Co. Inc. shall not be responsible for damage resulting when moving household items that have deteriorated such as, but not limited to, lamp shades, mattresses, electrical wiring, etc.

10. Movers & Co. Inc. shall not be responsible for glass in any form or damage resulting from glass breakage unless special packaging has been purchased. This applies to porcelain and ceramic items, also.

11. Movers & Co. Inc. shall not be responsible for plants or pets.

12. Movers & Co. Inc. may use dollies to facilitate removal or placement of appliances, etc., and damage that may result to soft floors, such as, but not limited to, indentation, scuff marks, etc., are not the responsibility of Movers & Co. Inc.

13. Movers & Co. shall not be responsible for damage to waterbeds or any subsequent damage. We claim no expertise as waterbed technicians.

14. Movers & Co. shall not be responsible for damage to items requiring special instructions if customer fails to provide such instructions including, but not limited to, disassembly or assembly of said items and any special preparation required. It is your responsibility to provide special tools if needed.

15. Movers & Co. assumes no liability or responsibility for any items and cargo placed in the customer's own vehicle or in rental equipment and which Movers & Co. Inc. does not transport.

16. Movers & Co. Inc. may use dollies to move heavy objects such as but not limited to pianos, appliances, items over 300 lb., etc. Any floor surfaces including but not limited to parquet, hardwood, ceramic, marble, entrance halls, etc. and any damage that may result to soft floors, such as, but not limited to, indentation, scuff marks, etc., are not the responsibility of Movers & Co. Inc. If floor can be pulled by thumbnail, we are not responsible for damage. Movers & Co. Inc. may use water or soapy water to facilitate removal or placement of appliances.

17. Water Connections. Movers & Co. will not connect washer/dryer, or ice makers. Please note: you or your representative must check or accept any plumbing connections. Please make sure the main water valve(s) are completely turned off before disconnecting them. Any assistance we give is as a courtesy only. Water and drain connections are the responsibility of the user. WE ARE NOT PLUMBERS.

18. Movers & Co. Inc. cannot be responsible for the working condition of major appliances. Please note: if you are moving front/top load washer- you are responsible to arrange third party appliance technician who will install shipping bolts for your washer before moving it! We do not carry THEM! A good place to check for part numbers and availability is at your local appliance center. There is also a universal washing machine stabilization pack on the market called LitKit that doesn't use bolts but requires a bit more effort.

19. Movers & Co. Inc. cannot be responsible for dents or scratches on major appliances. A thin metal that has an extreme affinity to dent and scratch covers them.

20. Ceilings. Movers & Co. assumes no responsibility for ceilings.

Thank you.

Movers & Co, LLC. Lancaster PA 17603

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