



Central Texas Mover (CTM)

(254)654-4218

CONTRACTUAL AGREEMENT - PLEASE READ CAREFULLY.

In consideration for receiving moving and/or labor services from DBA: Central Texas Movers ("CTM"), means you take responsibility and agree to the following **AGREEMENT**:

I, _____, acknowledge that packing, loading, transportation and unloading property creates certain **risks** to my property. In particular, property may be broken, dropped, scraped, torn, scratched, etc., including risks to carpet and hardwood flooring, damages to fur or items lined with fur, particleboard furniture, and plasma televisions; as well as risks of loosely packed cash, checks, bonds, jewelry, coin and stamp collections; and/ or other important documents to be lost or damaged. Other items may include, but not limited to, alcohol and other glass-like possessions, prescription medications, etc. **CTM strongly recommends that you personally move items of significant monetary or sentimental value; if and whenever possible.** CTM does understand that this is not always possible, **please notify labor workers of anything significant you may need to be wrapped or packed again to ensure safe and efficient travel of your belongings.**

I understand that although CTM workers are trained in the ability to work well while under the immediate watch of their customers, **CTM kindly ask that all unauthorized personnel keep clear of workers while loading or unloading oversized furniture, hand trucks, and/ or boxes in or out of the household or vehicles;** Due to the many risks of physical injuries to me, my loved ones and/ or fellow CTM employees by use of property damage during the move, or through physical impact with furniture, boxes, or vehicles. I further understand that transporting home appliances or preparing them for use after transportation is **dangerous** and can result in injury or damages. Therefore, appliances may be installed improperly and result in flooding, electrocution, or fire. **CTM strongly recommends that you hire a professional service provider to install ALL appliances.**

I agree that the installation of home appliances is my personal responsibility and understands that CTM reserves the right to deny the request of installations of ANY and ALL home appliances. I further understand that if present in the home while labor workers are on duty, I risk the possible safety of me, my children, domestic pets and/ or other occupants of the household

I, _____, hereby **knowingly and intentionally waive and release all liability of CTM**, it's directors, employees, and volunteers from and against any and all claims, actions, causes of actions, suits, expenses (including attorneys' fees) for damages to my property or person resulting in the negligence of myself and/ or any friends, family or loved ones; including but not limited to domestic pets and people associated with any listed above during the move or resulting from an improperly installed home appliance.

Notwithstanding the foregoing, I also agree CTM is responsible for \$0.60 per pound of damaged or missing items and that I have purchased and /or had the opportunity to seek a higher degree of protection through insurance. ***I agree that I may NOT bring any claim for lost or damaged items more than (3) months after the move.*** By bringing a claim, I agree to permit CTM any reasonable means to investigate my claim. I further acknowledge that CTM is not responsible for the contents of ANY box it did not pack, opened boxes and items that should be boxed or in a crate that I chose not to. I agree that CTM's responsibility terminates when it leaves the premises and/or after it loads and/or unloads my transportation.

I agree that CTM shall not be held responsible for ANY normal wear and tear on my residence resulting from moving items, and/or any floor damage or dirt. I accept that CTM does not insure "ready to assemble furniture", such as Ikea. I agree that certain items CANNOT be moved without damage and I hold CTM not responsible for such items when I am informed beforehand by the movers that said items are at risk of damage if moved. I take complete responsibility for any transportation I provide and damages that said transportation does to anything else including roofs, homes, people and other vehicles regardless of who is operating it, and CTM holds no responsibility for my transportation, rented or owned. **EXCEPT** when transportation is performed under the provisions of item 1(b) or tariff, the following **CONTRACT ITEMS AND CONDITIONS** apply to all transportation performed by carrier in addition to all other rules, regulations, rates, and charges in this and other applicable tariffs, which are available for inspection at the location(s) specified by the carrier. **This contract is subject to all the rules, regulations, rates and charges in the carrier's currently effective applicable tariffs including but not limited to the following terms and conditions:**

SECTION 1:

The carrier or CTM employee in possession shall not be liable for physical loss or damage to any articles from external causes such as natural disasters. This includes, but not limited to, **water damage (of ANY sort), hail, windstorms, heat, hurricane or tornado**, during transportation and/ or while being loaded or unloaded by fellow CTM employees. I understand that natural disasters of any sort pose the risks of damage due to dirt, mud and/or discoloration of clothing and/or fabrics of any kind. I also agree that Fires caused by my refusal of removing hazardous materials (i.e Propane, gasoline and/ or Diesel fuel & other flammable materials) from the corresponding equipment; will null and void CTM's liability of ANY and ALL damaged property due to smoke, heat, flames and/or explosions of any sort or magnitude.

SECTION 2:

The carrier shall not be liable for delay caused by highway obstruction, or faulty or impassable highways, or lack of capacity of any highway, bridge or ferry, or caused by breakdown or mechanical defect of vehicles or equipment, or any cause other than negligence of the carrier; nor shall the carrier be bound to transport by any particular means, schedule, vehicle or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination.

SECTION 3:

In the event of the shipper, person(s) present during pick up (loading) of property, is not the same person as consignee, person(s) present upon delivery (unloading) of property; the shipper and the consignee of shipment shall be liable, jointly and severally, for all unpaid charges payable on the account of shipment in accordance with applicable tariffs including, but not limited to, sums advanced or disbursed by a carrier on amount of shipment. The extension of credit to either shipper or consignee for such unpaid charges shall not thereby discharge the obligation of the other party to pay such charges in the event the party to whom credit has been extended shall fail to pay such charges. (b) The shipper shall indemnify the carrier against loss or damage caused by inclusion in the shipment of explosives or dangerous articles or goods.

SECTION 4:

If for any reason other than the fault of carrier, delivery cannot be made at the address shown on the face hereof, or at any changed address of which carrier has been notified, carrier, at its option, may cause articles contained in shipments to be stored in a warehouse selected by it at the point of delivery or at other available points, at the cost of the owner, and subject to a lien for all accrued tariff charge

SECTION 5:

If shipment is refused by consignee at destination, or if the shipper, consignee or owner of property fails to receive or claim it within fifteen (15) days after written notice by United States Postal Services (USPS) mail addressed to shipper and consignee at post office addresses shown on the face thereof, a carrier may sell the property at its option, either (a) upon notice in the manner authorized by law, or (b) at public auction to the highest bidder for cash at a public sale to be held at a time and place named by carrier, thirty (30) days notice of sale shall have been given in writing to the shipper and consignee, and there shall have been published at least once a week for two consecutive weeks in a newspaper of general circulation at or near the place of sale, a notice thereof containing a description of the property as described in the invoice, and the names of the consignor and consignee. The proceeds of any sale shall be applied toward the payment of tariff charges appliances to shipment and toward expenses of notice, advertising and sale and of storing, caring for and maintaining property prior to sale, and the balance, if any, shall be paid to the owner of property; PROVIDED that any perishable articles contained in said shipment may be sold at public or private sale without such notices, if, in the opinion of carrier, such action is necessary to prevent deterioration or further deterioration.

SECTION 6:

As a condition precedent to recovery, a claim for ANY loss or damage, injury or delay, must be filed in writing with carrier *within nine (9) months after delivery* to consignee as shown on the face thereof, or in the case of failure to make delivery, then within after reasonable time for delivery has elapsed; and suit must be instituted against carrier *within two (2) years and one (1) day* by carrier; or the claimant that the carrier has disallowed the claim of any part or parts thereof specified in the notice. Where in accordance with the foregoing provisions, the carrier shall not be liable and such a claim will not be paid.

Lastly, I agree that if partial payment, also known as “*COMMITMENT FEES*” is requested, I understand that such payment is **nonrefundable** and will deduct from *FLAT RATE FEES* as payment rendered. The remaining balance is due upon CTM workers’ **ARRIVAL at the final destination; the address is written on the invoice.**

In the event that I need to reschedule my move, I will notify CTM no later than twenty-four (24) hours prior to the scheduled date and time to move which has been given by CTM during the booking process. ***Original payment of said “COMMITMENT FEES” is used towards a new scheduled date and no further fees outside of payment owed upon ARRIVAL of your final destination will be requested.***

I, _____, HEREBY ACKNOWLEDGE THAT I HAVE READ AND AGREE TO ALL TERMS AND CONDITIONS STATED AND PROVIDED BY CENTRAL TEXAS MOVERS (CTM) AND AGREE THAT ALL MY CONCERNS AND QUESTIONS HAVE BEEN ANSWERED.

SIGNATURE

DATE

Commitment Fee: \$ _____

Received on: _____

Total Amount Due: \$ _____

I, _____, **HEREBY ACKNOWLEDGE THAT CENTRAL TEXAS MOVERS HAS RECEIVED MY PROPERTY AT LOCATION AND ON DATE LISTED BELOW:**

SIGNATURE _____
DATE OF DEPARTURE

ADDRESS *CITY* *STATE* *ZIP CODE*

PHONE NUMBER _____
DRIVER'S LICENSE NUMBER _____
ISSUING STATE

I, _____, **HEREBY ACKNOWLEDGE THAT I HAVE RECEIVED MY PROPERTY AT LOCATION AND ON DATE LISTED BELOW:**

SIGNATURE _____
DATE OF ARRIVAL

ADDRESS *CITY* *STATE* *ZIP CODE*

IF CONSIGNEE IS REQUESTED PLEASE FILL IN THE FOLLOWING:

CONSIGNEE PRINTED NAME _____
RELATION TO CONSIGNER

CONSIGNEE SIGNATURE _____
DATE OF ARRIVAL

ADDRESS *CITY* *STATE* *ZIP CODE*

PHONE NUMBER _____
DRIVER'S LICENSE NUMBER _____
ISSUING STATE