



G&J Moving and Storage
Tel 844 866 8387
info@gjmoving.com

TERMS & CONDITIONS OF CONTRACT

THIS IS THE MOVING CONTRACT - It covers only the articles and services listed.

LIABILITIES OF COMPANY - We assume no liability of any kind for loss or damage to goods cause by moth or infestation, rust, deterioration, an Act of God, and act of governmental agency, public enemy driveways that cannot support the weight of our trucks, delays, early or late shipments or to the causes outside of our control. We are not responsible for damage or breakage for items made of pressed wood. Unless a higher valuation is declared in writing per the Order for Valuation before commencement of work and the premium therefore has been paid and received by us, our responsibility is further limited to \$0.60 per pound per complete article - or no more than \$50.00 per article - whichever is less.

DAMAGE OF GOODS OR ARTICLES. The company does not insure goods or articles on behalf of the purchaser or owner. If you request it, we will procure insurance for your benefit. You must state the full value of the goods or articles to be moved. As a moving company we can provide valuation protection further limited to \$0.60 per pound per complete article. To obtain a moving insurance for higher protection level for your shipment it can be purchased from our partner insurance company at 123movinginsurance.com with additional charge. They can be reached by phone 866-755-6937.

CONTENTS OF CONTAINERS - We are not responsible for the contents of drawers, containers, or other items similar in nature.

APPLIANCES - We are not responsible for the electrical and/or mechanical function of pianos, computers, radios, television sets, phonographs, clocks, refrigerators, washers, dryers or other, instruments or appliances whether or not our employees pack them. We strongly recommend major appliances be serviced by a qualified service company.

WEAR AND TEAR - Ordinary wear and tear in handling is not our responsibility.

DELIVERY - We will make every reasonable effort to complete delivery. We are not responsible if physical conditions or other special circumstances prevent completion. If we cannot deliver the goods in the ordinary way, by stairs or elevator there will be an extra charge for hoisting, lowering, shuttling or other labor or equipment necessary. You must make advance arrangements for elevators or other services and pay any associated charges. We will charge our current hourly rate for waiting time caused by the lack of sufficient elevator service or other causes beyond our control. If no authorized person is present to accept goods at the agreed time, or if orders are incomplete we will deliver the goods at your risk and expense using reasonable judgment.

TERMS OF PAYMENT - All charges are strictly COD. Driver will collect before final delivery of goods at the destination. If, for any reason, this matter is referred for collection customer is responsible for all costs, including but not limited to agency fees, attorney fees at forty percent (40%) of the amount of our claim and court costs.

DELIVERY FROM STORAGE - There will be additional charges for moving from storage to final delivery. All charges strictly certified funds prior to off-loading at the delivery destination.

CLAIMS - All claims must be made in writing within the timelines of the appropriate tariff or contract. Payment of the total charges due the company shall be a condition precedent of your right to assert any claim, and your non-payment of the total charges due company shall fully release the company from any liability whatsoever relating to the transportation, packing, delivery or storage of your property arising under this contract. We have the right to inspect and repair allegedly damaged items.

AGREEMENT - If you agree with these terms & conditions, this shall become a contract for services at the rates shown, will represent the entire agreement of the parties hereto. It shall apply to all additional services rendered by the company. Only an officer of the company has the power to modify the terms & conditions of this contract and then only in writing. We shall not be bound by any other promise or representation. If any provision of this contract becomes unenforceable, all other provisions shall remain in full force and effect.

STORAGE - Goods moved into storage, the terms & conditions of the Warehouse Receipt Act the Uniform Commercial Code apply. You should ask to complete a separate warehouse receipt and inventory.

TERMS - CASH - 1/12% per month charges on balances over 30 days; 18% APR.

DEPOSITS - Refundable Deposit in the amount of \$100 will be applied toward your obligation. Deposits are non-refundable within 5 days prior your actual moving date. Move date can be rescheduled once without loosing a deposit payment.

INSURANCE NOTICE: PLEASE BE ADVISED, THE PURCHASER SHOULD OBTAIN ADEQUATE INSURANCE TO PROTECT THEM FROM LOSS OR DAMAGE OF GOODS OR ARTICLES. To obtain a moving insurance for higher protection level for your shipment it can be purchased from our partner insurance company at 123movinginsurance.com with additional charge. They can be reached by phone 866-755-6937.

DEFINITIONS

Whenever employed in the Certificate of Insurance the term:

1. "CARRIER" is defined as the Mover (Carrier/Forwarder, Company, or Agent)
2. "TRANSFEE" is defined as the Owner of the Goods
3. "HOUSEHOLD GOODS" is defined as:
 - A. PERSONAL EFFECTS AND PROPERTY USED OR TO BE USED IN A DWELLING when a part of the equipment or supply of such dwelling;
 - B. FURNITURE FIXTURES, EQUIPMENT AND THE PROPERTY OF STORES, OFFICES, MUSEUMS, INSTITUTIONS, HOSPITALS, OR OTHER ESTABLISHMENTS, when a part of the stock, equipment, or supply or such stores, offices, museums, institutions, hospitals, or other establishments; and;
 - C. ARTICLES, INCLUDING OBJECTS OF ART, DISPLAYS AND EXHIBITS, which because of their unusual nature or value require specialized handling and equipment usually employed in moving household goods.
4. "GENERAL COMMODITIES" is defined as all forms of lawful goods and merchandise not falling within the scope of household goods as defined above.
5. "GOODS" is defined as Household Goods and General Commodities
6. "CONVEYANCE" is defined as:
 - A. any motor truck, tractor or trailer or any combination thereof operating in tandem;
 - B. any airplane or aircraft operated by a regularly scheduled air carrier;
 - C. any railcar operated by a regularly scheduled railroad.
7. "ORDINARY COURSE OF TRANSIT" is defined as the actual transportation of Household Goods and General Commodities, commencing when the Named Insured takes custody and control of the property either at the initial point of shipment under a Bill of Lading, shipping receipt or other contract of freight issued by the Named Insured as principal or when the Named Insured accepts the property from an interline connecting motor carrier, air carrier or rail carrier. Such actual transportation ending either when the property is relinquished at final destination according to the shipping documents when the property becomes permanent.
 - A. Household Goods the incidental or temporary storage at any location or on any conveyance as is allowed for in this Named Insured's tariff.



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- B. General Commodities the incidental or temporary storage at any location or on any conveyance, but in no event to exceed seventy two (72) hours, either at origin or destination or both combined.

CLAIMS AND CLAIM SETTLEMENT

- 1. CLAIMS REPORTING:** As a condition precedent to recovery, a claim for any loss of damage must be filed in writing with the Company.
- A. Interstate including Storage within nine (9) months after delivery to the consignee as shown on the bill of lading, or in the case of failure to make delivery then within nine (9) months after a reasonable time for delivery has elapsed.
- B. Intrastate including Storage within thirty (30) Days after delivery to the consignee as shown on the bill of lading, or in the case of failure to make delivery then within thirty (30) days after a reasonable time for delivery has elapsed.
- C. Local including Storage within ten (10) Days after delivery to the consignee as shown on the bill of lading, or in the case of failure to make delivery then within ten (10) days after a reasonable time for delivery has elapsed.
- 2. SETTLEMENT OF LOSS:**
- A. All adjusted claims shall be paid or made good to the Transferee within sixty (60) days after presentation and acceptance of the satisfactory proof of interest and loss at the office of the Carrier. No loss shall be paid hereunder if the Transferee has collected the same from others:
- B. If the Transferee and Carrier do not agree as to the amount of loss, each one shall appoint a competent Appraiser. The Appraisers shall appoint an Umpire, and if they do not agree on an Umpire within (15) days, the Appraisers shall ask a Judge of a Court of the State to make the appointment. The agreement of any two of these appointed shall establish the amount to be paid. The Carrier and the Transferee shall pay the expenses of their own Appraisers and share equally the expenses of the Umpire and any other expenses incurred.
- 3. SUIT:** No suit, action or proceeding for the recover of any claim under this policy shall be sustainable in No suit, action or proceeding for the recovery of any claim under this policy shall be sustainable in any court of law or equity unless the same be commenced within twelve (12) months next after discovery by the Transferee of the occurrence which gives rise to the claim. Provided, however, that if by the laws of the State within which this policy is issued such limitation is invalid, then any such claim shall be void unless such action, suit or proceeding be commenced within the shortest limit of time permitted by the laws of such State.
- 4. EXAMINATION UNDER OATH:** The Transferee, as often as may be reasonably required, shall exhibit to any person designated by the Carrier all that remains of any property herein described, and shall submit, and in so far as within their power cause their employees, members of the household and others to submit to examinations under oath by any person named by the Carrier and subscribe the same, and as often as it may be reasonably required, shall produce for examination as writings, books of accounts, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Carrier or its representative, and shall permit extracts and copies thereof to be made.

GENERAL CONDITIONS

- 1. TERRITORIAL LIMITS:** This Certificate of Insurance covers only while the property is at locations within or while in transit within or between the forty eight (48) contiguous states of the United States of America, the District of Columbia or the Dominion of Canada.
- 2. VALUATION:** The value as shown in the Order for Valuation including such provisions indicating that Declared Value or Full Value accordingly applies.
- 3. All property for which coverage is afforded is subject to the**
- A. If Declared Value is indicated in the Order for Valuation: The Company shall be liable in the event of loss for no greater proportion thereof than the amount hereby covered bears to 100% of the actual cash value at the time such loss shall happen, or
- B. (B) If Full Value is indicated in the Order for Valuation, the Company shall be liable in the event of loss for no greater proportion than the amount hereby bears to 100% of the replacement cost of all property covered hereunder at the time such loss shall happen.
- 4. MISREPRESENTATION AND FRAUD:** This entire policy shall be void if, whether before or after a loss, the Transferee has concealed or misrepresented any material fact or circumstance concerning this coverage or the subject thereof, or the interest of the Transferee therein, or in case of any fraud or false swearing by the Transferee relating thereto.
- 5. PAIR, SET OR PARTS:** In the event of loss of or damage to (A) any article or articles which are a part of a pair or set, the measure of loss of or damage to such article or articles shall be a reasonable and fair proportion 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 total loss of the pair or set, or (B) any part of property covered consisting when complete for use, of several parts, the Company shall only be liable for the value of the part lost or damaged.
- 6. PROTECTION OF PROPERTY AFTER LOSS SUE AND LABOR:** In case of loss or damage to the property covered hereunder, or to property in the Carrier's liability for which is covered hereunder or to the building(s) in which such property may be located, it shall be lawful and necessary for the Transferee, their factors, servants and assigns, to sue, labor, and travel for, in and about the defense, safeguard and recovery of such property, or any part thereof, without prejudice to this coverage, nor shall the acts of the Transferee or the Carrier, in recovering, saving and preserving such property in case of loss or damage, be considered a waiver or an acceptance of abandonment, to the charge whereof the Carrier will contribute according to the rate and quantity of the sum herein covered.
- 7. NO BENEFIT TO BAILEE:** This coverage shall in no way inure directly or indirectly to the benefit of any carrier or other Bailee.
- 8. SUBROGATION:** If in the event of loss or damage, the Transferee shall acquire any right of action against any individual firm or corporation for loss of or damage to property covered hereunder, the Transferee will, if requested by the Carrier, assign and transfer such claim or right of action to or, at the Carrier option, execute and deliver to the Carrier the customary form of loan receipt upon receiving an advance of funds in respect of the loss or damage, and will subrogate the Carrier to, or will hold in trust for the Carrier, all such right of action to the extent of the amount paid or advanced, and will permit suit to be brought in the Transferee's name under direction of and at the expense of the Carrier.
- 9. ASSIGNMENT:** Not applicable VALUATION AGREEMENTS COVERAGE A GOODS IN TRANSIT:
When coverage is indicated in the Order for Valuation this Valuation covers against ALL RISK of direct physical loss or damage from any external cause except as excluded hereinafter while such goods are in the ordinary course of transit under bills of lading, shipping receipts or contracts of affreightment issued by the Carrier as principal.

COVERAGE B GOODS IN STORAGE: When coverage is indicated in the Order for Valuation this Valuation covers against ALL RISK of direct physical loss or damage from any external cause except as excluded hereinafter while such goods are held in storage or on deposit at locations scheduled herein, under warehouse receipts or storage contracts issued by the Carrier as principal. Coverage shall also apply while such property is shipped on conveyances of the Carrier for pickup and delivery incidental to storage hereunder, within a 50 mile radius of the scheduled storage location.



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EXCLUSIONS

1. **PROPERTY EXCLUDED:** This policy does not cover:
 - A. Papers of any kind including, but not limited to, Accounts, Bills, Evidences of Debt, Letters of Credit, Passports, Deeds, Money, Notes, Securities, Philatelic Property, Drafts, Stocks, Bonds, Tickets, Mechanical Drawings, Blueprints, Manuscripts or other similar documents unless declared to the Named Insured in writing prior to the Named Insured taking possession of such property;
 - B. Items of extraordinary value including, but not limited to Precious Metals or Stones, Articles manufactured there from, Jewelry, Watches or Numismatic Property, unless declared to the Named Insured in writing prior to the Named Insured taking possession of such property;
 - C. Items of sentimental or emotional value including, but not limited to, Photographs, Family Albums, Newspaper Clippings and Heirlooms having little or no market value;
 - D. Any goods stored under a self storage agreement where space is leased to Customers of Carrier, and the Carrier is acting in the capacity of a landlord, be it space within a building, a self storage compartment, or a pallet box. Coverage is provided for storage of goods in self storage compartments when the Carrier is acting in the capacity of bailee and warehouseman. A written itemized inventory must be performed by the Carrier for coverage to apply;
 - E. Live Animals, Birds, Reptiles, Eggs, Fish, Plants or Flowers, or property of a perishable nature;
 - F. Export shipments after loaded on board exporting steamer or under the protection of marine insurance, whichever first occurs, or import shipments until the risk assumed by this marine underwriters ceases.
 - G. Electronic data processing media, that being information or records contained in or on magnetic tapes, perforated paper, tapes, punch cards, disc drums and other equipment associated with data processing equipment or hardware;
 - H. Target General Commodities susceptible to theft or hijack including, but not limited to Furs, Silks, Rayon, Drugs, Wines, Liquors or other Alcoholic Beverages unless as contained within and as an integral part of a household goods shipment.
 - I. Target General Commodities susceptible to theft or hijack including, but not limited to Furs, Silks, Rayon, Drugs, Wines, Liquors or other Alcoholic Beverages unless as contained within and as an integral part of a household goods shipment.
2. **PERILS EXCLUDED:** This valuation does not cover against loss, damage or expense nor cover the liability of the Carrier for:
 - A. Breakage of china, glassware, statuary, bric-a-brac or similar property of a brittle nature, unless such property has been packed by the Carrier or their duly authorized agent or unless such loss or damage is caused directly by fire, lightning, explosion, flood, cyclone, tornado, windstorm, collapse of bridges, theft, collision, overturn or upset of the transporting conveyance, or mishandling of the property by the Carrier or their agent;
 - B. Loss caused by, resulting from, contributed to or aggravated by earth movement, including but not limited to earthquake, landslide, mudflow, earth sinking, earth rising, or shifting, unless loss by fire or explosion not otherwise excluded ensues, and the Company shall then be liable for only such ensuing loss;
 - C. An act, omission, order or default of the shipper or owner;
 - D. Defect or inherent vice of the article, including susceptibility to damage because of atmospheric
 - E. Conditions such as temperature and humidity or changes therein.
 - F. Insects, moth, vermin, normal wear, tear, or gradual deterioration.
 - G. Strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any person or persons taking part in any such occurrence or disorder.
 - H. Act of the Public Enemy or the Authority of Law.
 - I. Delay, loss of market or use, interruption of business, or any other consequential loss extending beyond the direct physical loss or damage.
 - J. Mechanical or electrical derangement of television sets, radios, refrigerators, deep freezers, washing
 - K. Misappropriation, secretion, conversion, infidelity or dishonest acts of the Carrier, their hired by the Carrier or their agent or employee, agents, or the employees of either, whether in the scope of employment or not or of any owner-operator hired by the Carrier or their agent or employee.
 - L. Any verbal or oral assumption of liability over and above the minimum amount of weight liability stated in the Carrier's published tariff provisions.
 - M. War and Nuclear acts as stated in the Master Policy

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