

**Binding Moving Estimate** Job No: QB6243889 New Leaf Moving Group Customer **Bruce** Rep: 975 Gateway Blvd Phone: 888-447-7712 Boynton Beach, **Email:** bruce@newleafmovinggroup.com US DOT: 3423043 MC: 1107030 Web: http://newleafmovinggroup.com

**Moving From Moving To** Sally Comella Sally Comella 38 Colonel Chester Dr 8218 S 23rd Pl House / Stairs House / Ground Wethersfield, CT 06109 Phoenix, AZ 85042 Phone: 8607528732

Reloca	tion Details	Relocation Estimate	
Job No:	QB6243889	Basic Estimate Price	\$2014.00
Estimate Date:	10/15/2021	Fuel Surcharge: 9.00 %	\$181.26
Representative:	Bruce	Administrative Cost	\$1001.12
-	Long Distance, 2492	Packing Materials	\$60.00
Move Type: Residential	miles	E Check Discount & Promo Discount	- \$310.00
Estimated Volume:	424 cf. (2968 lbs)	Basic Valuation Protection:	
Estimated Rate:	\$4.75 per cf	\$0.60 per lbs. per article	\$0.00
Move Day:	Saturday/Sunday	Total Moving Estimate	\$2946.38
Move Date:	11/27/2021- 11/28/2021	Customer Payment	\$1130.25
Created on:	10/11/2021		

Estimated Rate:	\$4.75 per cf		\$0.60 per lbs. pe	er article		\$0.00
Move Day:	Saturday/S	Sunday	Total Moving Es	timate		\$2946.38
Move Date:	11/27/2021 11/28/2021		Customer Paym	ent		\$1130.25
Created on:	10/11/2021					
	Value Protecti			•		
Deductible Levels:	\$0	\$250	\$500	\$750	\$1000	\$1500
Valuation Charge:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Estimate Plus Valuation Charge:	\$2946.38	\$2946.38	\$2946.38	\$2946.38	\$2946.38	\$2946.38
Customer's Initials:	X	X	X	X	X	X
WARNING: If a moving liability based on the testimate of the control was	types of rates you	u pay. <b>BY FÉ</b> I <b>/E FOR WHIC</b>	DERAL LAW, TH CH THE MOVING	IS FORM MU COMPANY	JST CONTAIN IS LIABLE FO	I A FILLED-IN OR THE FULL

**REPLACEMENT) VALUE OF YOUR GOODS** In the event of loss of, or damage to, the goods. This form may also contain an estimate of the cost of a move in which the moving company is liable for FAR LESS than the replacement value of your goods, typically at a lower cost to you. You will select the liability level later, on the bill of lading (contract) for your move. Before selecting a liability level, please read Your Rights and Responsibilities When You Move, and Ready to Move Brochure provided by the moving company, and seek further information at the government website <u>www.protectyourmove.gov</u> **Understanding Your Estimate** 

## This is an agreement between the customer listed above and New Leaf Moving Group. Based on the list

of items and services requested at the time this estimate was prepared. Should your inventory's estimated volume increase at the time of pick-up or should you require additional services, your price may change based on the agreed-upon rate per cubic foot. A quality assurance call can be made to update your inventory, 2-5 days before your first available pickup date.

## This estimate includes the following:

- A professional full-service move
- Expert moving advice throughout the course of your move
- Disassembly of all standard furniture required for safe movement • Reassembly for all items disassembled by the movers on the day of pick-up
- Wrapping of all furniture with specialized moving blankets • Itemized inventory indicating condition at origin and delivery of items
- Loading & unloading of all goods • All transportation, taxes, tolls, mileage, labor, and fuel surcharges • Standard cargo protection up to \$10,000 based on 0.60 cents per lb. Per article; if selected at the
- time the estimate is prepared, estimated cost of the full value protection option at varying deductible levels (these are only estimates and the actual cost is determined by your selection on the carrier's bill of lading according to carrier's tariff)
- No elevator charges • No charge for packing tape and moving pads • No date change penalties if your request is made more than 7 days before your originally scheduled pick-up date
- Additional fees and Accessorial Services (if applicable to the move):
  - Packing of fragile/delicate items (such as Mirrors, China etc.); packing and crating services not already listed within proposal; loading of bulky items (such as a hot tub) • Packing supplies such as boxes, bubble wrap, shrink wrap, etc. • For full packing service: New Leaf Moving Group will arrange to provide all labor and materials

to professionally pack all boxes, fragile items, and furniture listed. If additional items are added at time of pick up, then the total price for full-service packing will be increased. A new agreement

- will be presented at time of pick up. • Shuttle service: if semi-trailer cannot get reasonably close to building or house for loading/unloading, a shuttle truck may be required to perform relocation at a minimum charge of \$.75 per Cubic Foot (Minimum charge of \$350).
- Additional fee if more than 10 steps (first flight of stairs [up to 10 steps] is included) • Long carry: first 50 feet are included (price based on Carriers Tariff after 50 FT [Maximum]
- 2\$/FOOT]) VERY IMPORTANT - IF YOU ADD ITEMS AT PICK-UP OR IF THE ITEMS ARE A

## 1. The mover must provide you with a revised estimate.

DIFFERENT VOLUME FROM WHAT IS ESTIMATED ON THIS AGREEMENT:

2. Contact our office at 1 (888) 447-7712 and select option #2

additional payment at delivery for the additional items.

- 3. DO NOT allow the mover to load the truck or perform any services before you CALL US. You must agree in writing to the new estimate. We will assist you with this.
- Terms and conditions 1. The provisions of this agreement, including the terms and conditions contained herein, represents

4. If you have not signed the mover's revised estimate, and the mover loads the truck, then federal regulation requires that the mover has reaffirmed the original estimate and cannot demand

## representations (if any) made by and between such parties, including any representations made by any estimator. In the event of any conflict between the terms of any estimate and the bill of lading, the terms of the bill of lading shall control. This agreement may not be amended, supplemented or waived orally, but only in writing, signed by both New Leaf Moving Group and customer and

the entire understanding and agreement between New Leaf Moving Group and customer with respect to the subject matter hereof and supersedes all other negotiations, understandings and

making specific reference to this agreement. 2. Customer may not assign its rights or obligations under this agreement without the prior written consent of New Leaf Moving Group. 3. Nothing in this agreement, whether expressed or implied, is intended to confer any rights or remedies on any person other than the parties hereto and their respective legal representatives, heirs and permitted assigns, nor is anything in this agreement intended to relieve or discharge the obligation or liability of any third person to any party to this agreement, nor shall any provision

give any third person any right of subrogation or action over or against any party to this

- agreement. 4. Customer has hired New Leaf Moving Group as a moving coordinator/shipper agent/broker and not to handle or otherwise participate in a move as a carrier in acting as a shipper agent only, New Leaf Moving Group is not responsible for any acts or omissions of the carrier or its employees or agents. Customer must pursue the carrier for all claims for property damage and personal injury or death, including without limitation, any claims for damage to property, lost or stolen goods, delayed pickup or delivery, actions of estimators, drivers, packers or movers, or other types of claims. New Leaf Moving Group will act on behalf of the customer in resolving any claims or delay issues with the carrier. The carrier's maximum liability is limited to the lesser of the
- following: (a) the amount of the actual loss or damage, (b) an amount equal to sixty cents (60c)per pound multiplied by the actual weight (in pounds) of the lost or damaged article; or (c) the lump sum declared value. 5. As a properly licensed interstate moving coordinator/shipper agent/broker, New Leaf Moving Group is not a motor carrier and will not transport an individual customer/shipper`s household goods but will organize and arrange for the transportation of household goods by any FMCSA authorized motor carrier, who's charges will be determined by its published tariff. All estimated
- charges and final actual charges will be based upon the carrier's tariff which is available for inspection from the carrier upon reasonable request. 6. Full replacement insurance is available upon request from New Leaf Moving Group via an insurance provider of its choice. The insurance will be billed separately, and it is not part of the original deposit. A policy number must be issued, and insurance paperwork must be signed by the customer and returned to New Leaf Moving Group prior to pick up and/or pack dates in order to
- process a claim. 7. Any and all lawsuits against New Leaf Moving Group must be filed in palm beach county. 8. Customer will be subject to all applicable laws and the general terms and conditions of the carriers contract, which shall include without limitation, a requirement that payment in full of all charges is due before unloading of the goods in accordance with the carrier's lawful lien on the property.

9. As the customer, I agree to pay the total charges for moving coordinator services to be provided by New Leaf Moving Group. I understand that my deposit/fee represents only a portion of my

total estimated service charges. Due to scheduling and routing reasons my deposit/fee is not refundable, unless I notify New Leaf Moving Group in writing within 72 hours of booking at <u>info@newleafmovinggroup.com</u>. I understand there will be a 5% cancellation fee that will be deducted from my refund. The 5% cancellation fee only applies to the deposit amount, not the entire move cost. If the first scheduled pickup date is within 72 hours of the date i reserve my move, then my deposit is non-refundable. I understand that if i cancel my move within the 72 hours of my first available pick-up date i am only entitled to receive a credit of my deposit for future interstate moving services to be used by the cardholder within a 12 month period from the date of cancellation. I may change my pick-up date or place the move on hold at least 5 business days (Saturdays, Sundays and holidays not included) prior to the pack or load date (whichever applies) listed above. This cancellation only pertains to the original pick-up dates off the first signed contract. I understand that if I do change my dates, or put my move on hold, my deposit is no longer refundable. If pickup is refused by customer for any reason, the deposit is forfeited. All deposits will show on your billing cycle as New Leaf Moving Group. All credit card refunds will be processed on my next billing statement. 10. Customer has elected a "not to exceed cost" price, the total cost will not exceed the estimated amount; provided, however that customer provides New Leaf Moving Group with an accurate

description of the items to be moved and the services to be performed. Customer has requested to

have an estimate provided for his/her household goods relocation, in accordance with 49 CFR

371.113(c)(1), customer agrees to waive a physical survey of the household goods, and

- alternatively agrees to receive a binding estimate based upon the shipper provided item list of property to be transported. If any additional pieces, packing services, cubic feet, or labor services are added at the origin or destination to those quoted, the customer shall be charged for these services at the governing tariff rates. If customer's items, space reservation or services are less than the estimated amount, then customer shall pay for the actual cost associated with these items rather than the estimate. Customer understands that New Leaf Moving Group has a 286 Cubic Foot minimum on all shipments. Any shipment below 286 CF, will be charged at the 286 CF. The price includes all fuel surcharges, tolls, load and unload, basic disassembly and reassembly of standard furniture items, up to 50 feet of long carry at origin and destination and 1 flight of stairs up to 10 steps. Elaborate furniture items that need to be disassembled and/or reassembled may require 3rd party servicing or additional labor and should be disclosed to your estimator and included in your estimate. Disconnecting and/or reconnecting of appliances is not included in the price. Reassembly is subject to the availability of tools and/or all parties being available. Carriers are not liable to reassemble anything that was not disassembled by them. The packing and unpacking of boxes are only included in the price if it is itemized in the "packing and unpacking" section of your estimate; all materials/labor for undisclosed items will be extra. 11. Your binding estimate fees, booking fees or administrative fees are New Leaf Moving Group way of reserving the appropriate truck space and covering all overhead costs of taxes, tolls, labor, etc. 12. All the terms and provisions of this agreement, whether so expressed or not, shall be binding
- will refund 50% of the customers price for cubic foot up to 1000 cubic feet. It is of the shipper's responsibility to pursue the carrier if they are looking for additional reimbursement beyond the 50% of the price per cubic foot. 14. Customer shall indemnify and hold harmless New Leaf Moving Group and its shareholders, directors, officers, employees, agents and affiliates from and against all actions, claims, suits,

13. Should the customers estimate come in under the predicted cubic feet, New Leaf Moving Group

executors, legal representatives, heirs, successors and permitted assigns.

upon, inure to the benefit of, and be enforceable by the parties and their respective administrators,

fees) relating directly or indirectly from any breach of this agreement by customer. 15. It is agreed by the parties as mandatory that this agreement shall be governed by the internal laws of the state of Florida without regard to the principles of conflicts of law. Any dispute arising out of or relating to this agreement shall be brought in the courts or record of the state of Florida in palm beach county or the court of the united states, southern district of Florida in palm beach

liabilities, proceedings, penalties, fines, costs, and expenses (including all reasonable attorney's

Florida. If any party does not have a registered agent to accept service of process in Florida or is not otherwise subject to service after reasonable attempts, then such party agrees to accept service

- of process by US mail. 16. In the event of any controversy arising under or relating to the interpretation or implementation of this agreement or any breach thereof, New Leaf Moving Group shall be entitled to recover all its court costs, collection fees, expenses and reasonable attorney's fees (including, without limitation, all pretrial, trial and appellate proceedings), in addition to any other relied to which it may be entitled. If New Leaf Moving Group pursues the collection of any amounts due to it under this agreement, New Leaf Moving Group may recover the full tariff rate on all goods and services provided, in addition to all other remedies available to it at law and in equity.
- on the behalf of the customer in resolving any claims or delay issues with the carrier. There are absolutely no guarantees made regarding pack, load, and/or delivery dates. If pickup is refused by the customer for any reason, deposit is forfeited. 18. Motor carrier neutral arbitration program: the motor carrier's neutral arbitration program has been designed to give neither party any special advantage. If a dispute arises between the carrier and the shipper arbitration may be a mutually beneficial alternative to help resolve the dispute. Section 49 U.S.C sections 375.211 provides that a mover must have a program in place to provide

Summary of the arbitration process: arbitration is an alternative to court room litigation. It

17. All pickup, load and/or delivery dates are only estimating. New Leaf Moving Group will not be

responsible for loss or damages incurred by unavoidable delay. New Leaf Moving Group will act

shippers with an arbitration alternative. Arbitration is optional and not required under federal law.

provides each party to the dispute to present their cases and allows a neutral third-party arbitrator to make decisions as to the merit of each sides case. Arbitration subject to this agreement shall be conducted via written submission and, subject to the arbitrator's discretion, through telephonic

- appearance. After the initial filing fees, have been paid and the arbitrator selected, the initiating party or (claimant) must submit a written brief summarizing their legal position and factual claims. All supporting documentation must be included with the initial arbitration brief. Copies of all documents must be submitted to all parties involved in the arbitration. Upon receipt of the claimant's arbitration brief and supporting documents, the responding party or (respondent) will have 30 days to file their responsive arbitration brief and supporting documentation. Further deadlines and timetables are subject to the arbitrator's discretion. Legal effects: if the arbitration alternative is chosen, then any decision made by the arbitrator may be binding. Additionally, an arbitration decision may not be appealed in a court of law. All parties agree that the arbitrator's decision will be based exclusively on the governing united states federal law without regard to conflicting state laws or regulations. Applicable costs each party is responsible for their own cost associated with arbitration. A benefit to the arbitration alternative may be that it is less expensive than traditional litigation. Each party is responsible for 50% of the cost associated with securing the arbitrator and 100% of their own expenses, including but not limited to attorney fees. 19. If at any time New Leaf Moving Group gives a guarantee delivery date and the company is unable to deliver to date for unforeseen reason, the customer will be reimbursed \$30 per day until items are delivered. The customer agrees and understands that we are not a carrier and are not liable for things in transit. Once the contract is signed by the assigned carrier, all reimbursements further than the daily allowance of \$30 from New Leaf Moving Group will be pursued by the customer to the carrier. All lawsuits, reviews, and dot complaints must be filed against the carrier as New Leaf Moving Group are not held responsible from the time of pick-up. By signing this contract, the customer understands that New Leaf Moving Group is a mediator, and adviser in the process and
- card, discover), check by phone, ACH, or wire transfer. If at any time, there is a revision made to your estimate that requires an additional payment New Leaf Moving Group will accept only a check-by-phone or ACH payment from the bank of the customer's choice. Upon pickup carrier, will collect up to 50% of the remaining balance. Payment will be due in the form of cash, certified check, or postal money order. The remaining balance must be paid in full upon delivery by cash or post office money order. If at any time a credit card is authorized for pick up or delivery, please be aware that a 1%-6% charge may occur for processing. The carrier reserves the right to collect up to 50% of balance due prior to the goods leaving the origin state. Subject to federal law, payment in full of all charges is required before delivery and prior to unloading. 21. Overseas interstate shipments (anything outside of the continental USA including AK, HI, PR)

20. Upon booking, a deposit (customer payment) is required to be paid by credit card (visa, master

will not be held liable by any misdoings of the carrier.

- rate excludes any storage, custom duties and taxes (if applicable), additional clearances by other governmental offices, demurrage, detention and any added charges for other than normal access delivery. In addition, shipments must be paid by money order or wire transfer before the shipment leaves the origin port unless the carrier specifies otherwise. The carrier may determine your form of payment. 22. The customer understands and agrees that if the customer fail to execute or return this agreement,
- by allowing a carrier designated by New Leaf Moving Group to pick up the customer's belongings, the customer expressly agrees and consents to the terms contained in this agreement and will forfeit their deposit and scheduled pick-up date. 23. Customer hereby knowingly, voluntarily and intentionally waives the right to a trial by jury in respect of any litigation based hereon, or arising out of, under or in connection with the goods and services obtained here under, the move, or any course of conduct, course of dealing, statements (verbal or written) or actions of New Leaf Moving Group or the mover. Customer acknowledges
- that this waiver constitutes a material inducement to New Leaf Moving Group to enter into this agreement. 24. If customer's initial move location is at a warehouse or storage unit, the balance must be paid by the customer prior to arrival. 25. The carrier who is responsible for picking up and delivering the household goods of the customer has up to 30 business days to deliver the household goods of the customer. If goods are not

delivered within 30 business days than the carrier is responsible for all late fees due to customer,

regulated by the Department of Transportation and New Leaf Moving Group will not be held

accountable by the customer in any legal or civil action for late fees or inconveniences to the customer. 26. First available delivery dates (FADD) are not a guaranteed delivery date. The first available date is the 1st date you are ready and willing to accept your delivery. The carrier has 30 business days from the FADD you choose to deliver the household goods. If no FADD is provided the carrier has 30 business days from the day of pick up to deliver the goods.

**Articles List 12 Items, 53 Pieces** 

4 CHAIR, KITCHEN

1 SOFA, 2 LOVESEAT

1 RECLINER

Items

Qty

1 TABLE, KITCHEN

TV STAND LG

1 TABLE, KITCHEN (SM.)

Items

Date

Items

2 BAR, STOOL

**Customer Name** 

4 BOX, LG PBO 18X18X24 30 BOX, MED. PBO 18X18X18

		Pa	cking Materi	al List			
Qty	Material	Unit Price \$	Material	Unit Price \$	Qty	Material	Un Pric

Customer Signature