



# please sign

1 message

Jerri Marini <jerri@ezmovingvanlines.com> To: "cjmackoy@gmail.com" <cjmackoy@gmail.com> Sun, Mar 19, 2017 at 4:17 PM

<b>Binding Movin</b>	a Estimate	Job No: <b>E2649750</b>
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**EZ Moving Van Lines** 1248 S Military Trail

West Palm Beach, FL, 33415

US DOT: 2943148 MC: 995721

Customer **Nate Diaz** Rep:

Phone: 1 (877) 412-1205 Ext. 1032

Fax: 561-423-0822

Email: nate@ezmovingvanlines.com

Web: http://www.ezmovingvanlines.com

Moving From	Moving To			
Chris Mackoy	Chris Mackoy			
3860 Thornberry Way Lake In The Hills	Tbd			
Ground	Montgomery, TX 77356			
Algonquin, IL 60156	Phone: 6302924345			
Phone: 6302924345	cjmackoy@gmail.com			

Reloca	tion Details	Relocation Estimate		
Job No:	E2649750	Total Tariff	\$3291.00	
Estimate Date:	03/19/2017	Tariff Discount: 72.31%	-\$2379.60	
Representative:	Nate Diaz	Basic Estimate Price	\$911.40	
	Long Distance, 1081	Fuel Surcharge: 9.00 %	\$82.03	
Move Type: Residential	miles	Binding Estimate Fee	\$477.89	
Estimated Volume:	2170 lbs. (310 cf.) \$0.42 per lbs	Basic Valuation Protection: \$0.60 per lbs. per article	\$0.00	
Move Day:	Saturday/Sunday	Total Moving Estimate	\$1471.32	
Move Date:	06/24/2017- 06/25/2017			
Reference By:	EquateMedia-Standard	1		
Created on:	03/01/2017			

Full Value Protection Amount of Liability: \$13,020.00 (Optional)								
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:	\$1471.32	\$1471.32	\$1471.32	\$1471.32	\$1471.32	\$1471.32		
Customer's Initials:	X	x	x	x	x	x		

**WARNING:** If a moving company loses or damages your goods, there are 2 different standards for the company's liability based on the types of rates you pay. BY FEDERAL LAW, THIS FORM MUST CONTAIN A FILLED-IN ESTIMATE OF THE COST OF A MOVE FOR WHICH THE MOVING COMPANY IS LIABLE FOR 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 www.protectyourmove.gov

## **Understanding Your Estimate**

This is an agreement between the customer listed above and EZ MOVING VAN LINES based on the information provided by the customer. EZ MOVING VAN LINES arranged this agreement based on the list of items and services requested at the time this estimate was prepared. Should your inventory's estimated weight/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 pound and/or cubic feet. A quality assurance call will 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 carriers bill of lading according to carriers 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 hottub).
- Packing supplies such as boxes, bubble wrap, etc.
- For full packing service: EZ MOVING VAN LINES 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 and adjusted by the guaranteed rate provided. 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 \$300.
- Additional fee if more than 21 steps. First flight of stairs (up to 21 steps) is included.
- Long carry: first 75 feet are included.

#### VERY IMPORTANT - IF YOU ADD ITEMS AT PICK-UP OR IF THE ITEMS ARE A DIFFERENT VOLUME AND/OR WEIGHT FROM WHAT IS ESTIMATED ON THIS AGREEMENT:

- 1. The mover has to provide you with a revised estimate.
  - 2. Contact our office at 1 (877) 412-1205 and select option #3 (during business hours), or option #9 (after hours 24 hour assistance) so that we may assist you with any revisions.
  - 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.
  - 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 additional payment at delivery for the additional items.

# TERMS AND CONDITIONS

- 1. THE PROVISIONS OF THIS AGREEMENT, INCLUDING THE TERMS AND CONDITIONS CONTAINED HEREIN, REPRESENTS THE ENTIRE UNDERSTANDING AND AGREEMENT BETWEEN EZ MOVING VAN LINES, INC. (HEREAFTER EZ MOVING VAN LINES) AND CUSTOMER WITH RESPECT TO THE SUBJECT MATTER HEREOF AND SUPERSEDES ALL OTHER NEGOTIATIONS, UNDERSTANDINGS AND 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 EZ MOVING VAN LINES, INC AND CUSTOMER 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 EZ MOVING VAN LINES.
- 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 RELEIVE 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 EZ MOVING VAN LINES 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, EZ MOVING VAN LINES 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. EZ MOVING VAN LINES WILL ACT ON BEHALF OF THE CUSTOMER IN RESOLVING ANY CLAIMS OR DELAY ISSUES WITH THE CARRIER. THE CARRIER'S MAXIMUM LIABLITY IS LIMITED TO THE LESSER OF THE FOLLOWING: (A) THE AMOUNT OF THE ACTUAL LOSS OR DAMAGE, (B) AN AMOUNT EQUAL TO SIXTY CENTS (60¢) 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, EZ MOVING VAN LINES IS NOT A MOTOR CARRIER AND WILL NOT TRANSPORT AN INDIVIDUAL CUSTOMER/SHIPPER'S HOUSEHOLD GOODS, BUT WILL ORGANIZE AND 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 EZ MOVING VAN LINES 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 EZ MOVING VAN LINES PRIOR TO PICKUP AND/OR PACK DATES IN ORDER TO PROCESS A CLAIM.
- 7. ANY AND ALL LAWSUITS 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 REQUIRMENT THAT PAYMENT IN FULL OF ALL CHARGES IS DUE BEFORE UNLOADING OF THE GOODS IN ACCORDANCE WITH THE CARRIER'S LAWFUL LEIN ON THE PROPERTY.
- 9. AS THE CUSTOMER, I AGREE TO PAY THE TOTAL CHARGES FOR MOVING COORDINATOR SERVICES TO BE PROVIDED BY EZ MOVING VAN LINES. 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 EZ MOVING VAN LINES, INC IN WRITING WITHIN 24 HOURS AFTER BOOKING AT INFO@EZMOVINGVANLINES.COMOF MY INTENT TO CANCEL THE ESTIMATE. A 4% CANCELLATION FEE OF THE DEPOSIT WILL BE CHARGED ON ALL CREDIT CARD REFUNDS. IF THE FIRST SCHEDULED PICKUP DATE IS WITHIN 5 BUSINESS DAYS OF THE DATE I RESERVE MY MOVE, THEN MY DEPOSIT IS NON-REFUNDABLE. I UNDERSTAND THAT IF I CANCEL MY MOVE AFTER 24 HOURS, 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. IF PICKUP IS REFUSED BY CUSTOMER FOR ANY REASON, THE DEPOSIT IS FORFEITED. ALL DEPOSITS WILL SHOW ON YOUR BILLING CYCLE AS EZ MOVING VAN LINES, INC. 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 EZ MOVING VAN LINES 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, WEIGHT 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, WEIGHT 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 EZ MOVING VAN LINES HAS A 2000LB MINIMUM ON ALL SHIPMENTS. ANY SHIPMENT BELOW 2000LBS. WILL BE CHARGED AT THE 2000 LBS RATE. THE PRICE INCLUDES ALL FUEL SURCHARGES, TOLLS, LOAD AND UNLOAD, BASIC DISASSEMBLY AND REASSEMBLY OF STANDARD FURNITURE ITEMS, UP TO 75 FEET OF LONG CARRY AT ORIGIN AND DESTINATION AND 1 FLIGHT OF STAIRS UP TO 21 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. THE PACKING AND UNPACKING OF BOXES IS 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 OR BOOKING FEES ARE EZ MOVING VAN LINES WAY OF TRUCK SPACE AND COVERING ALL OVERHEAD COSTS OF TAXES, TOLLS, RESERVING THE LABOR, ETC. IF AT ANYTIME YOU EDIT YOUR INVENTORY AND WEIGH LESS THAN ESTIMATED, YOUR BINDING ESTIMATE OR BOOKING FEE IS NON-REFUNDABLE AS YOU, THE CUSTOMER, VERBALLY MADE CHANGES TO YOUR ESTIMATE. THE CUSTOMER AGREES TO PURSUE THE CARRIER FOR REIMBURSMENT FOR COMING UNDERWEIGHT
- ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT, WHETHER SO EXPRESSED OR NOT, SHALL BE BINDING UPON, INURE TO THE BENEFIT OF, AND BE ENFORCEABLE BY THE PARTIES AND THEIR RESPECTIVE ADMINISTRATORS, EXECUTORS, LEGAL REPRESENTATIVES, HEIRS, SUCCESSORS AND PERMITTED ASSIGNS.
- 13. CUSTOMER SHALL INDEMNIFY AND HOLD HARMLESS EZ MOVING VAN LINES AND ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND AFFILIATES FROM AND AGAINST ANY AND ALL ACTIONS, CLAIMS, SUITS, LIABILITIES, PROCEEDINGS, PENALTIES, FINES, COSTS, AND EXPENSES (INCLUDING ALL REASONABLE ATTORNEYS' FEES) RELATING DIRECTLY OR INDIRECTLY FROM ANY BREACH OF THIS AGREEMENT BY CUSTOMER.
- 14. 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 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 U.S. MAIL.
- 15. IN THE EVENT OF ANY CONTROVERSY ARISING UNDER OR RELATING TO THE INTERPRETATION OR IMPLEMENTATION OF THIS AGREEMENT OR ANY BREACH THEREOF, EZ MOVING VAN LINES SHALL BE ENTITLED TO RECOVER ALL OF ITS COURT COSTS, COLLECTION FEES, EXPENSES AND REASONABLE ATTORNEY'S FEES (INLCUDING, WITHOUT LIMITATION, ALL PRE-TRIAL, TRIAL AND APPELLATE PROCEEDINGS), IN ADDITION TO ANY OTHER RELIED TO WHICH IT MAY BE ENTITLED. IN THE EVENT THAT EZ MOVING VAN LINES PURSUES THE COLLECTION OF ANY AMOUNTS DUE TO IT UNDER THIS AGREEMENT, EZ MOVING VAN LINES 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.
- 16. ALL PICKUP, LOAD AND/OR DELIVERY DATES ARE ONLY ESTIMATES. EZ MOVING VAN LINES WILL NOT BE RESPONSIBLE FOR LOSS OR DAMAGES INCURRED BY UNAVOIDABLE DELAY. EZ MOVING VAN LINES WILL ACT ON THE BEHALF OF THE CUSTOMER IN RESOLVING ANY CLAIMS OR DELAY ISSUES WITH THE CARRIER. THERE ARE ABSOLUTELY NO GUARANTEES MADE REGAURDING PACK, LOAD, AND/OR DELIVERY DATES. IF PICKUP IS REFUSED BY THE CUSTOMER FOR ANY REASON, DEPOSIT IS FORFEITED.
- 17. 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 SHIPPERS WITH AN ARBITRATION ALTERNATIVE. ARBITRATION IS OPTIONAL AND NOT REQUIRED UNDER FEDERAL LAW. SUMMARY OF THE ARBITRATION PROCESS: ARBITRATION IS AN ALTERNATIVE TO COURT ROOM LITIGATION. IT 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, SUBJET TO THE ARBITRATOR'S DISCRESSION, THROUGH TELEPHONIC APPEARANCE. AFTER THE INITIAL FILING FEES, HAVE BEEN PAID AND THE ARBITRATOR SELECTED, THE INITIATING PARTY OR (CLAIMENT) MUST SUBMIT A WRITTEN BRIEF SUMMARIZING THEIR LEGAL POSITION AND FACTUAL CLAIMS. ALL SUPPORITING 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 CLAIMENTS 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 TIME TABLES ARE SUBJECT TO THE ARBITRATORS DISCRESSION. 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 ARBITRATORS 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.
- 18. IF AT ANYTIME EZ MOVING VAN LINES GIVES A GUARANTEE DELIVERY DATE AND THE COMPANY IS UNABLE TO DELIVER TO DATE FOR UNFORESEEN REASON, THE CUSTOMER WILL BE REIMBURSED \$30.00 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 REIMBURSMENTS FURTHER THAN THE DAILY ALLOWANCE OF \$30.00 FROM EZ MOVING VAN LINES WILL BE PURSUED BY THE CUSTOMER TO THE CARRIER. ALL LAWSUITES, REVIEWS, AND DOT COMPLAINTS MUST BE FILED AGAINST THE CARRIER AS EZ MOVING VAN LINES ARE NOT HELD RESPONSIBLE FROM THE TIME OF PICK-UP.
- 19. UPON BOOKING, UP TO 60% DEPOSIT PLUS THE BINDING ESTIMATE FEE IS REQUIRED TO BE PAID BY CREDIT CARD (VISA, MASTERCARD, DISCOVER). UPON PICKUP CARRIER, WILL COLLECT UP TO 50% OF THE REMAINING BALANCE. PAYMENT WILL BE DUE IN THE FORM OF CASH, CERTIFIED CHECK, OR CASHIER'S CHECK. THE REMAINING BALANCE MUST BE PAID IN FULL UPON DELIVERY BY CASH OR POST OFFICE MONEY ORDER. 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.
- 20. OVERSEAS INTERSTATE SHIPMENTS (ANYTHING OUTSIDE OF THE CONTINENTAL USA INCLUDING AK, HI, PR) 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.
- 21. THE CUSTOMER UNDERSTANDS AND AGREES THAT IF THE CUSTOMER FAIL TO EXECUTE OR RETURN THIS AGREEMENT, BY ALLOWING A CARRIER DESIGNATED BY EZ MOVING VAN LINES 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.
- 22. 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 HEREUNDER, THE MOVE, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (VERBAL OR WRITTEN) OR ACTIONS OF EZ MOVING VAN LINES OR THE MOVER. CUSTOMER ACKNOWLEDGES THAT THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT TO EZ MOVING VAN LINES TO ENTER INTO THIS AGREEMENT.
- 23. 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 DAYS THAN THE CARRIER IS RESPONSIBLE FOR ANY AND ALL LATE FEES DUE TO CUSTOMER, REGULATED BY THE D.O.T. AND EZ MOVING VAN LINES WILL NOT BE HELD ACCOUNTABLE BY THE CUSTOMER IN ANY LEGAL OR CIVIL ACTION FOR LATE FEES OR INCONVENIENCES TO THE CUSTOMER.

	Articles List 1 Items, 62 Pieces							
Qty	Items	Lbs	Qty	Items	Lbs	Qty	Items	Lbs
62	BOX, LG PBO 18X18X24	2170						

Packing Material List						
Qty	Material	Unit Price \$	Material	Unit Price \$	Material	Unit Price \$

Click on Online Electronic Signature to confirm your move online.

If you no longer wish to receive emails from EZ Moving Van Lines, please click on unsubscribe

Kindest Regards,

Jerri M

Senior Moving Coordinator

561-517-9337