



Binding Moving Estimate

Reference No: **C5322419**

Interstate Moving & Relocation Group Inc
 4400 N Federal Hwy, suite 302
 Boca Raton , FL 33431
 US DOT: 3034100 MC: 041027

Customer Rep: Ronnie
Phone: 1-866-922-5801 Ext. 1002
Direct: 8669225801
Email: rsimon@interstatemovingnow.com
Web: <http://www.interstatemovingnow.com>

Moving From

Moving To

Ivan Mejia
 1950 Winrock Blvd
 Townhouse , Apt. #: 101
 Houston, TX 77057
 Phone: 7132988129
imejia81@yahoo.com

Ivan Mejia
 Tbd
 Saratoga Springs, UT 84045

Relocation Details

Job No: **C5322419**
Estimate Date: 05/14/2020
Representative: Ronnie
Move Type: Residential Long Distance, 1611 miles
Estimated Volume: 3689 lbs. (527 cf.)
Estimated Rate: \$0.50 per lbs
Move Day: **Monday/Wednesday**
Requested Move Date: **06/15/2020-06/17/2020**
Created on: 05/08/2020

Relocation Estimate

Total Tariff	\$5635.00
Tariff Discount: 67.27%	-\$3790.50
Basic Estimate Price	\$1844.50
Fuel Surcharge: 9.00 %	\$166.01
30 day free storage with Re-Delivery	\$0.01
Binding Estimate Fee	\$501.72
Basic Valuation Protection:	
\$0.60 per lbs. per article	\$0.00
Total Moving Estimate	\$2512.24
Customer Payment:	\$803.30

Full Value Protection Amount of Liability: \$22,134.00 (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:	\$2512.24	\$2512.24	\$2512.24	\$2512.24	\$2512.24	\$2512.24
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 Interstate Moving And Relocation Group, Inc. based on the information provided by the customer. Interstate Moving And Relocation Group, Inc. prepared 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.

This estimate includes the following:

- Professional Door to Door service.
- Expert advice and guidance 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 quilted moving blankets.
- Itemized inventory indicating condition at origin of items.
- Loading & unloading of all goods.
- All transportation, taxes, tolls, mileage, 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 business days before your originally scheduled pick-up date. (Summer rates are subject to change)
- Additional fees and Accessorial Services (if applicable to the move):
- Packing of fragile/delicate items (such as TVs, glass, etc.); packing and crating services not already listed within proposal; loading of bulky items (such as a motorcycle).
- Packing supplies such as boxes, bubble wrap, etc.
- For full packing service: Interstate Moving And Relocation Group, Inc. 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 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.
5. ***All jobs have a 2,000 lbs minimum***

NOW, THEREFORE, in consideration of the terms, covenants and conditions herein set forth, it is agreed:

AGREEMENT

- A. SERVICE. BROKER agrees to arrange for motor carrier transportation of CUSTOMER's household goods pursuant to the terms and conditions of this Agreement and in compliance in all material respects with all federal, state and local laws and regulations relating to the brokerage of household goods covered by this Agreement. **BROKER's responsibility under this Agreement shall be limited to arranging for, but not actually performing transportation of CUSTOMER's household goods. The Brokers service are rendered from the moment the customer enters into this agreement.**
- B. WAVIER OF RIGHT FOR PHYSICAL SURVEY AND DESCRIPTION OF SHIPMENT.
 1. Pursuant to U.S. Code of Federal Regulations, Title 49 part 371.113, all household goods brokers that operate in interstate or foreign commerce may provide individual customers with an estimate. This estimate must be in writing and must be based on a physical survey of the household goods conducted by the authorized motor carrier on whose behalf the estimate is provided if the goods are located within a 50-mile radius of the motor carrier's location. The estimate must be prepared in accordance with a signed, written agreement between the selected motor carrier and BROKER. The signed, written agreement between the selected motor carrier and BROKER is public information and available for review upon reasonable request. The individual CUSTOMER may elect to waive the physical survey requirement. **By signing below, CUSTOMER acknowledges receipt of a printed copy of U.S. Code of Federal Regulations, Title 49 part 371.113; CUSTOMER further acknowledges that CUSTOMER read, understands, and has been provided adequate time to ask questions regarding the above terms and conditions; and hereby AGREES to waive the physical survey requirement.**
 2. CUSTOMER agrees to provide BROKER with an accurate description of the household goods or property to be transported by motor carrier. CUSTOMER may provide the

description of the inventory to be shipped in the form of digital media or in writing to BROKER. CUSTOMER acknowledges that CUSTOMER has the right to have the household goods shipment assessed by a representative of the motor carrier, and CUSTOMER hereby waives that right. CUSTOMER further acknowledges that BROKER will obtain an estimate for the cost to move CUSTOMER's household goods shipment based upon the description of the inventory provided to BROKER from CUSTOMER.

- C. ESTIMATES. BROKER shall obtain an estimate of the cost to move the household goods shipment or other property from its fleet of dedicated motor carriers. CUSTOMER must inform BROKER prior to receiving such estimate whether CUSTOMER requests a BINDING or NONBINDING ESTIMATE. If CUSTOMER requests a binding estimate, CUSTOMER agrees to comply with the terms and conditions of the transporting motor carrier prior to receiving such binding estimate.

In no event shall BROKER be liable to CUSTOMER for any increase in the cost to move the household goods as a result of any failure of CUSTOMER to identify the household goods being shipped. Additionally, Carriers reserve the right to convert your move from pounds to cubic feet if your household goods exceed 1 cubic foot of space for every 7 pounds of inventory.

- D. HANDLING INSTRUCTIONS. CUSTOMER shall be responsible to BROKER for timely and accurate delivery instructions, including, but not limited to the point of origin, point of pick up, and any special handling requirements, for any shipment. Agent shall have up to 30 business days to deliver your household goods.
- E. BILLS OF LADING. CUSTOMER shall not insert BROKER's name into the bill of lading. In the event BROKER's name is on the bill of lading, it shall not change BROKER's status as a property broker nor subject BROKER to liability as a motor carrier. The terms and conditions of any freight documentation used by BROKER or motor carrier selected by BROKER may not supplement, alter, or modify the terms of this Agreement.
- F. TERM. The term of this Agreement shall be for the duration of services specified in the Rate Confirmation Sheet attached as Exhibit 1. The Rate Confirmation Sheet shall identify the rate at which the motor carrier agrees to move the shipment, prior to any selection to obtain additional coverage for the shipment. The Rate Confirmation Sheet shall also identify the fee due BROKER for arranging the motor carrier transportation.
- G. HOUSEHOLD GOODS MOVEMENT. BROKER warrants that it has entered into, or will enter into, a bilateral contract with each motor carrier it utilizes in the performance of this Agreement. BROKER further warrants that those contracts comply with all applicable federal and state regulations and shall include the following provisions:
1. Motor carrier shall agree to comply with 49 C.F.R. § 375 et seq. as it governs the movement of household goods, including the issuance of binding and nonbinding estimates.
 2. Motor carrier shall agree to waive all right to assert a lien over CUSTOMER's household goods. In the event that motor carrier offers to warehouse CUSTOMER's shipment, motor carrier shall waive any right to assert a warehouseman's lien over CUSTOMER'S property.
 3. Motor carrier shall agree that its liability for cargo loss or damage shall as provided for in 49 U.S.C. § 14706 (the Carmack Amendment).

4. Motor carrier shall agree to maintain at all times during the term of the contract, insurance coverage with limits not less than the following:
 - a. Occupational accident for owner-operators or workers' compensation for all employees of owner-operator/fleet drivers (in limits set forth by applicable statute)
 - b. Automobile and property damage liability insurance with limits of liability of not less than \$1,000,000.00 per occurrence with no annual aggregate
 - c. Non-trucking liability (limits of at least \$1,000,000), and
 - d. Cargo insurance for property damage of not less than \$100,000.00 per occurrence with no annual aggregate

CUSTOMER IS ADVISED THAT ANY
ADDITIONAL INSURANCE COVERAGE MAINTAINED BY MOTOR
CARRIER DOES NOT MEAN THAT CUSTOMER'S HOUSEHOLD GOODS
WILL BE COVERED BY SUCH ADDITIONAL COVERAGE. CUSTOMER
MUST SELECT THE OPTION TO OBTAIN ADDITIONAL COVERAGE
WITH MOTOR CARRIER PRIOR TO THE MOTOR CARRIER TAKING
POSSESSION OF CUSTOMER'S HOUSEHOLD BELONGINGS, as further
discussed in Section 7 below.
5. Motor carrier shall agree that the provisions contained in 49 C.F.R. § 370.1 et seq. shall govern the processing of claims for loss, damage, injury or delay to property and the processing of salvage.
6. Motor carrier shall agree that, at no time during the term of its contract with BROKER, shall it have an "Unsatisfactory" safety rating as determined by the Federal Motor Carrier Safety Administration (FMCSA). If motor carrier receives an unsatisfactory safety rating, it shall immediately notify BROKER. BROKER shall not knowingly utilize any motor carrier with an unsatisfactory safety rating in the performance of this Agreement.
7. Motor carrier shall agree that the terms and conditions of its contract with BROKER shall apply on all shipments it handles for BROKER. Unless otherwise agreed by CUSTOMER, any terms in a tariff or bill of lading that are inconsistent with the contract with BROKER shall be subordinate to the terms of the contract.
8. Motor carrier shall expressly waive all rights and remedies under Title 49 U.S.C., Subtitle IV, Part B to the extent they conflict with the contract.
9. BROKER further warrants it will require proof of insurance and operating authority from each motor carrier.

H. PAYMENTS.

1. CUSTOMER agrees to pay BROKER for the arrangement of an interstate move with a licensed and active motor carrier.
2. CUSTOMER agrees to pay MOTOR CARRIER within the time limit set forth in the bill of lading or similar freight document issued by MOTOR CARRIER. Up to 70% of the remaining balance will be due at the time of pickup of CUSTOMER's household goods. The remaining balance will be due upon delivery and before the offloading of customers household goods.

I. CLAIMS.

1. Freight Claims: It is understood and agreed that the BROKER is not a motor carrier and that the BROKER shall not be held liable for loss, damage or delay in the transportation

of CUSTOMER'S household goods or property. Motor carrier shall offer CUSTOMER the option to select additional coverage for the shipment of household goods. If CUSTOMER elects the option for additional valuation of coverage, motor carrier shall be bound to transport the shipment at the agreed to value between CUSTOMER and motor carrier. If CUSTOMER waives, in writing, the right to have the motor carrier transport the shipment at the full replacement value, the shipment will not be covered by additional coverage and the value of the shipment in the event of loss, damage or delay will be that value set forth by the motor carrier in their tariff and bill of lading. UNLESS THE ADDITIONAL COVERAGE IS SELECTED, CUSTOMER MAY BE SUBJECT TO A LIMITATION OF LIABILITY IN THE MOTOR CARRIER'S FREIGHT DOCUMENTS WHEREBY CUSTOMER'S HOUSEHOLD GOODS ARE VALUED AT \$0.60 (SIXTY CENTS) PER POUND PER ARTICLE. In no event shall BROKER or BROKER's motor carrier be liable to CUSTOMER or anyone else for special, incidental, or consequential damages that relate to loss, damage or delay to a shipment.

2. It is CUSTOMER's responsibility to notify BROKER of cargo claims, and to file claims for cargo loss or damage the motor carrier within one hundred eighty (180) days from the date of such loss, shortage or damage, which for purposes of the Agreement shall be the delivery date or, in the event of non-delivery, the scheduled delivery date of the household goods. BROKER may assist CUSTOMER in the filing and/or processing of claims with the motor carrier. If payment of claim is made by BROKER to CUSTOMER, CUSTOMER automatically assigns its rights and interest in the claim to BROKER so as to allow BROKER to subrogate its loss. CUSTOMER must file any civil action against the motor carrier in a court of law within two (2) years and one (1) day the date the motor carrier provides written notice to CUSTOMER that the motor carrier has disallowed any part of the claim in the notice.
3. All Other Claims: The Parties shall notify each other within sixty (60) days of learning of claims other than cargo loss or damage claims, and shall file any such claims with the other Party within one hundred eighty (180) days from the date of notice. Civil action, if any, shall be commenced in a court of law within two (2) years and one (1) day from the date either Party provides written notice to the other Party of such a claim reserved.

J. INSURANCE. BROKER agrees to procure and maintain at its own expense, at all times during the term of this Agreement, the following insurance coverage amounts:

Contingent Cargo Insurance: \$100,000.

BROKER makes no warranty or representation of any kind that the Contingent Cargo Coverage maintained by BROKER will cover any loss, damage or delay to CUSTOMER'S households goods or property. CUSTOMER is responsible for ensuring that the additional valuation of coverage is selected with the motor carrier prior to the motor carrier taking possession of the shipment.

K. HAZARDOUS MATERIALS. CUSTOMER is obligated to inform BROKER immediately if any household goods being shipped constitute hazardous materials, including, but not limited to bleaches, ammonia and other household cleaning supplies that are potentially hazardous, regardless of whether such supplies meet the definition of hazardous materials as provided in 49 C.F.R. § 172.800 and 173 et seq. CUSTOMER acknowledges that motor carrier may require CUSTOMER to dispose of all hazardous materials and CUSTOMER shall not have any claim for damages for disposing of such materials.

- L. **CANCELLATION POLICY**. Due to scheduling and routing reasons, my deposit/fee is not refundable, unless I notify Interstate Moving & Relocation Group, INC in writing within 72 hours after booking at info@interstatemovingnow.com of 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 14 business days of the date I reserve my move, then my deposit is non-refundable. I understand that if I cancel my move after 72 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. All refunds will be processed by the next billing cycle.
- M. **INDEMNIFICATION**. BROKER and CUSTOMER shall defend, indemnify and hold each other harmless against any claims, actions or damages arising out of their respective performances under this Agreement, provided, however, the indemnified party shall not offer settlement in any such claim without the written agreement of the indemnifying party which agreement shall not be unreasonably withheld. If the indemnified party offers or agrees to a settlement for such a claim without the written agreement of the indemnifying party, the indemnifying party shall be relieved of its indemnification obligation. Neither party shall be liable to the other party for any claims, actions or damages due to the negligence of the other party. The obligation to defend shall include all costs of defense as they accrue. Notwithstanding anything herein to the contrary, BROKER's indemnity shall be limited to the amounts set forth in Section 8 and under no circumstances shall BROKER be liable for the acts or omission of any third-party.
- N. **ASSIGNMENT/MODIFICATIONS OF AGREEMENT**. Neither party may assign or transfer this Agreement, in whole or in part, without the prior written consent of the other party. No amendment or modification of the terms of this Agreement shall be binding unless in writing and signed by the Parties.
- O. **SEVERABILITY/SURVIVABILITY**. In the event that the operation of any portion of this Agreement results in a violation of any law, or any provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the Parties agree that such portion or provision shall be severable and that the remaining provisions of the Agreement shall continue in full force and effect. The representations and obligations of the Parties shall survive the termination of this Agreement for any reason.
- P. **INDEPENDENT CONTRACTOR**. It is understood between BROKER and CUSTOMER that BROKER is not an agent for the motor carrier and shall remain at all times an independent contractor. BROKER does not exercise or retain any control or supervision of motor carrier, its operations, employee or contractors.
- Q. **NON-WAIVER**. Failure of either party to insist upon performance of any of the terms, conditions or provisions of this Agreement, or to exercise any right or privilege herein, or the waiver of any breach of any of the terms, conditions or provisions of this Agreement, shall not be construed as thereafter waiving any such terms, conditions, provisions, rights or privileges, but the same shall continue and remain in full force and effect as if no forbearance or waiver had occurred.
- R. **NOTICES**. Any notice required or permitted to be given under this Agreement, unless otherwise indicated, shall be deemed sufficiently given if it is delivered by hand or sent by prepaid mail, registered or certified, return receipt requested, by a nationally recognized overnight courier, or facsimile transmission (with confirming copy sent first class mail) if sent to the address or fax number and to the attention of the individual noted in the signatory provision hereof.

- S. **FORCE MAJEURE.** Neither Party shall be liable to the other for failure to perform any of its obligations under this Agreement during any time in which such performance is prevented by fire, flood, or other natural disaster, war, embargo, riot, civil disobedience, the intervention of any government authority, or any other force majeure event as defined in 49. C.F.R. § 375.103, provided that the Party so prevented uses its best efforts to perform under this Agreement and provided further, that such Party provide reasonable notice to the other Party of such inability to perform.
- T. **CHOICE OF LAW AND VENUE.** It is agreed by BROKER and CUSTOMER that Florida law shall govern, without reference to the conflict of laws contained therein, disputes involving any terms of this Agreement or interpretation thereof, whether arising in contract, tort or otherwise. CUSTOMER hereby waives any jurisdictional rights it might otherwise have. It is also agreed that venue shall be in Polk County, or at the sole option of BROKER in any other court in which BROKER shall initiate legal or equitable proceedings and which has subject matter jurisdiction over the matter in controversy. BROKER and CUSTOMER agree that should any conflict or litigation arise between the parties to this Agreement, the prevailing party shall be awarded reasonable attorney fees and court cost.
- U. **ENTIRE AGREEMENT.** This Agreement, including all Exhibits, constitutes the entire agreement intended by and between the Parties and supersedes all prior agreements, representations, warranties, statements, promises, information, arrangements, and understandings, whether oral, written, expressed or implied, with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their respective names by their fully authorized representatives as of the date first above written.

Articles List 22 Items, 72 Pieces

Qty	Items
2	BAR, STOOL
2	BED FRAME
1	BED, HEADBOARD
5	BOX, LG PBO 18X18X24
20	BOX, MED. PBO 18X18X18
15	BOX, SMALL PBO 12X12X18
4	CHAIR, KITCHEN
1	CHAIR, SINGLE

Qty	Items
2	CUBE STORAGE (4)
6	DINING CHAIR
1	DINING TABLE
1	DRESSER, DOUBLE
1	DRYER
1	KEYBOARD (ORGAN)
2	MATTRESS DBL/QN

Qty	Items
1	MATTRESS TWIN
2	RUG, AREA (SM.)
1	SOFA, 3 SEAT/BED
1	T.V. STAND (SMALL)
1	T.V. FLAT SCREEN- 33-60
1	TABLE, KITCHEN (SM.)
1	WASHING MACHINE