
Breach of Contract, Job No: M5225444

2 messages

Cheryl Brown <cab9474@gmail.com>
To: brittany@movingld.com

Wed, Jun 15, 2022 at 1:30 PM

Dear Brittany,

I/We are reaching out to you today on behalf of Ray and Christina Brown, Natalie Faber, and Isabelle Martinez regarding the request for moving services with the job number: M5225444.

As a courtesy, I wanted to see if we can come up with a reasonable solution to this situation before getting our attorney involved.

On May 10, 2022; the Brown, Faber, and Martinez family contracted with United States Moving Services to relocate our 90 year old grandmother from Denver, CO to Las Vegas, NV on June 11,2022/June 12, 2022.

The move was to include disassembling a few items, packing those items that are considered delicate, moving those items to two separate locations within 3 miles of each other: the 1st was a storage unit and the other a residence.

When the carrier arrived, the carrier was rude, abusive, and "not made aware" of the logistics of the move including: disassembling a few furniture items, packing a few items, delivering the items to two locations at the destination within 3 miles, etc. When we showed the carrier our contract, he stated, "that is not what I have" and left.

The role of a broker/logistics company is to coordinate the move and communicate the nuances of a particular move to their assigned carrier which obviously did not happen.

United States Moving Service was paid a \$3,000 deposit to coordinate this relocation.

According to the terms and conditions of the contract, United States Moving Service is in violation/breach of said agreement in a myriad of ways.

I/We are requesting a full refund of the \$3,000 deposit for the following reasons, including but not limited to:

1. The pickup was scheduled for June 11, 2022/June 12, 2022 which did not occur; the assigned carrier did not complete the scheduled pickup.
2. The agreement in place states, "United States Moving Service is not responsible for any acts or omissions of the assigned carrier, carrier employees or agents." However, the agreement and deposit was made with United States Moving Service in which the agreement states, "This is an agreement between the customer listed above and United States Moving Service, based on the information provided by the customer." The agreement was signed by both parties, listed on the agreement and no other carrier. According to The Federal Motor Carrier Safety Administration's (FMCSA) legislation, any other carriers involved must be notated on the agreement.
3. The estimate provided states, "Disassembly of all standard furniture required for safe movement at the origin." The carrier refused to disassemble any of the standard furniture.
4. The estimate provided states, "Loading & unloading of all goods." The carrier did not do either.
5. The terms and agreement of the contract state, "Nothing in this agreement, whether expressed or implied, is intended to confer any rights or remedies regarding any party other than the assigned parties and/or their respective legal parties, and/or legal representatives, or those that are permitted or assigned." The assigned carrier was not added to this agreement; therefore, the liability and responsibility of this contract is between the two parties: Brown/Faber/Martinez and United States Moving Service.

Based on the facts presented and there are more; I/we are requesting a full refund of \$3000 of the deposit made since none of the terms of the agreement were honored by United States Moving Services.

Your prompt response to this matter is greatly appreciated.

Respectfully,

Cheryl Brown
Representative of Ray and Christina Brown, Natalie Faber, and Isabelle Martinez

Brittany Rivers <brittany@movingld.com>
To: Cheryl Brown <cab9474@gmail.com>

Thu, Jun 16, 2022 at 11:01 AM

Cheryl,

Upon review of the file your refund has been denied.

-The carrier arrived on site at the agreed upon logistics.

-You elected to cancel services on site

-Section 9 states any additional services will result in additional charges

-Section 4 and 5 state, our responsibilities lie within' the securement of a fully licensed,insured,and bonded carrier.

I have attached pertinent sections of your estimate for clarification.

4. The customer has hired United States Moving Service as a moving coordinator/facilitator/shipping agent/broker. United States Moving Service is not to handle or otherwise participate in any move as a carrier. United States Moving Service is not responsible for any acts or omissions of the assigned carrier, carrier employees or agents. The customer must pursue the carrier for any and all claims, property damage, personal injury, or death: including without limitation any claims for damage to property, lost or stolen goods, delayed pick-up or delivery, the actions of estimators, drivers, packers, or movers. United States Moving Service will act on behalf of the customer in resolving any claims or delay issues with the carrier. The carriers maximum liability is limited to the lesser of the following: A. The amount of the actual loss or damage, B. An amount equal to 60 cents per pound, multiplied by the actual weight in pounds of all damages items, or C. the lump sum declared value. United States Moving Service will reserve the right to reschedule pick-up dates due to any delays or unforeseen state and government regulations due to the COVID-19 pandemic.

5. As a properly licensed interstate moving coordinator, shipper, agent, or broker, United States Moving Service is not a motor carrier and will not transport a customers household goods. United States Moving Service is responsible for coordinating and arranging the transportation of household goods by any FMCSA authorized motor carrier. Charges will be determined by its published tariff. All estimated charged and final, actual charges will be based upon the carriers tariff which is available for inspection upon reasonable request. United States Moving Service will not have guaranteed pick-up or delivery dates, as per the DOT guidelines. United States Moving Service agrees to facilitate a carrier to move household items as promptly as possible, in accordance with the information provided regarding the customers items. Moving from origin to destination, due to situations beyond our control, such as, but not limited to inclement weather, mechanical breakdowns, road construction, remote pick-up or drop-off locations, etc.,

9. The customer has elected a binding price, and providing an accurate description of the household inventory, and services needed with their sales representative, the total cost will not exceed that price. In accordance with article 49 CFR 371.113(C)(1), the customer agrees to waive a physical survey of their household goods, and alternatively agrees to receive a binding estimate based on the provided list of household goods to be transported. If additional packing, weight of labor services or additional items are added during pick-up, the customer will be charged for these services at the governing tariff rates. The customer understands that United States Moving Service has a 2000 pound minimum on all transports. Any shipment that weighs below the 2000 pounds will still be charged at the 2000-pound rate. This price includes all tolls, fuel surcharges, the load and unloading service, basic disassembly and reassembly or standard furniture, one flight of stairs, and a 75-foot-long carry at both pick-up and delivery destinations. Elaborate furniture items that need disassembly and reassembly, may require a third-party service, or additional labor. This information must be disclosed to the estimator at time of booking, to ensure that it is included in the estimate. The disconnection or reconnecting of appliances is not included in the price and these services are subject to the availability of tools and/or all parties being available. The packing and unpacking of boxed items will only be included if the price is itemized in the section of the estimate containing packing and unpacking services, as all materials and needed labor for undisclosed items will result in additional cost.

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