

**Important Notice**

No rates higher than the Maximum Fixed Rates promulgated in the California Public Utilities Commission's Maximum Rate Tariff 4 may be quoted or charged, unless an Estimated Cost of Services has been issued no less than three (3) days before the day of the move. The Not To Exceed Price shall not exceed the Estimated Cost of Services plus any Change Order for Services issued prior to signing this Agreement. The maximum charge shall be the quoted rates applied to: the number of hours, weight, or number of other units of measurement, no higher than the NOT TO EXCEED PRICE.

Copies of the California Public Utilities Commission's Maximum Rate Tariff 4 are open to the public for inspection at the Commission's offices in San Francisco and Los Angeles and at the carrier's office, located at 6301 Coldwater Cyn. # 4, North Hollywood, Ca 91606.

**FORM OF PAYMENT:**

**PAYMENT IS DUE PRIOR TO UNLOADING THE SHIPMENT.**

Acceptable forms of payment include: credit card payment through VISA™, MasterCard™, Discover™, or American Express™, cash (United States Currency)(no other money order, "official check," certified check, cashier's check, or other check will be acceptable). The cash discount rates will not apply when credit card payments are made.

**FURTHER INFORMATION REGARDING ITEMS OF EXTRAORDINARY VALUE** The purpose of this inventory is to assist you in identifying articles of extraordinary or unusual value in order that E Movers will be aware of those items which require special handling and protection. Failure to identify such articles will result in limited liability

E Movers cannot control whether proper packing methods are used on boxes which are packed by their owner, nor for pressed wood (particle board) furniture. Therefore, E Movers is not responsible for any boxes packed by the shipper as well as for pressed wood (particle board) furniture. E Movers cannot be held liable for any damage to internal electronic or mechanical items, whether they are packed or unpacked by E Movers or by the shipper. E Movers is not responsible for fragile or brittle items including: glass, china, ornaments, or the like. E Movers is not responsible and provides no coverage for the cosmetic damage of any item. Further, E Movers has the right to inspect and repair any alleged damages. E Movers cannot and will not be held liable or found negligent for any damage to the interior or exterior of any residence, including, but not limited to walls, floors, ceilings, landscaping, etc.

Owner (shipper) agrees that any claim for loss or damage must be supported by proof of value and understands settlement will be based upon the information furnished on the inventory form, if applicable, and the declaration of value contained on this Agreement, the terms and conditions, the tariff in effect at the time of shipment, and all other pertinent information available to E Movers If Shipper has not listed articles having a value in excess of \$100 per pound per article on the extraordinary value inventory, shipper's signature on this Joint, Consolidated, Order for Service, Agreement for Moving Services, Freight Bill and Warehouse Receipt attests to the fact that such articles are not included in the shipment. If through inadvertence or any other cause, items having a value in excess of \$100 per pound per article are included in the shipment and shipper fails to list those items on this inventory or fail to sign this inventory, shipper expressly agrees that E Movers's liability for loss or damage to those items will be never exceed \$100 per pound per article (based upon the actual article weight) and may still be less, based on valuation limitations contracted herein. Although we are careful E Movers is not responsible for damages to antiques, including but limited to cracks.

**Note 1.** Liability shall be provided for firearms legally acceptable under the Federal Gun Control Act of 1968, provided that shipper furnishes E Movers the caliber, make, and serial number of such firearms and that such firearms are packed by E Movers at shipper's expense at charges not more than those shown in the MAX 4 Tariff, published by the CPUC.

**Note 2.** Includes gold, silver, and platinum household articles such as silverware, coffee-service sets, trays, candlesticks, and dishes.

No liability shall be provided for loss or damage to articles of exceptional value except under circumstances where each such article is specifically listed on E Movers's shipping document or inventory of the shipment and specifically designated as an article of exceptional value and by listing the value thereof, and E Movers is afforded the opportunity prior to pickup of the shipment to pack and otherwise provide adequate protection for such article (at E Movers's published charges) if the packaging by shipper is determined by E Movers to be inadequate protection for such article.

No liability shall be provided for loss or damage caused by or resulting from: 1. An act, omission, or order of shipper, including damage or breakage resulting from improper packing by shipper; 2. Insects, moths, vermin, ordinary wear-and-tear, or gradual deterioration; 3. Defect or inherent vice of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity of change therein.; 4. (I) Hostile or warlike action in time of peace or war including action in hindering, combating, or defending against an actual impending or expected attack: (A) by any government or sovereign power, or by any authority maintaining or using military, naval, or air forces; or (B) by military, naval, or air forces; or (C) an agent of such government power, authority, or forces; (II) any weapon of war employing atomic fission or radioactive force whether in time of peace or war; (III) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such an occurrence, seizure, or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.

No liability shall be provided for the mechanical or electrical derangement of pianos, radios, phonographs, clocks, refrigerators, television sets, automatic washers, or other instruments or appliances unless evidenced by external damage to such equipment, or unless said articles or appliances are serviced as provided in subparagraph (1) below. E Movers reserves the right to inspect these articles or appliances to determine whether they are in good working order before accepting them for shipment. E Movers assumes no liability whatsoever for retuning, refocusing, or other adjustments of television sets unless such services were made necessary due to E Movers's negligence.

Upon request of shipper, owner, or consignee of the goods, E Movers will subject to subparagraph (2) below, service and unservice such articles as stoves, automatic washers, and dryers at origin and destination. Such servicing and unservicing does not include removal or installation of articles secured to the premises or plumbing, electrical, or carpentry services necessary to disconnect, remove, connect, and install such articles and appliances; 2. If E Movers does not possess the qualified personnel to properly service and unservice such articles or appliances, E Movers, upon request of shipper or consignee or an agent for them, shall engage third persons to perform the servicing and unservicing. When third persons are engaged by E Movers to perform any service, E Movers will not assume responsibility for their activities or conduct; amount of their charges; nor for the quality or quantity of service furnished;

E Movers is not responsible for any additional time and cost associated with an overweight truck at a weight station stop. Any additional fees, expenses, and/or time will be added to the final bill.

Except in instances where prior credit has been arranged, all charges of the third persons must be paid directly by the shipper to said third persons. **Binding Arbitration:** Parties agree to resolve any and all claims, disputes, allegations of violation of administrative compliance, losses, damages, and claims of overcharge through arbitration, unless expressly provided differently in this Agreement or by law. The Parties agree to at all times conduct themselves in strict, full, complete and timely accordance with the terms hereof and that any attempt to circumvent the terms of this Arbitration Agreement shall be absolutely null and void and of no force or effect whatsoever. All disputes submitted under this Arbitration Agreement, shall be binding. Only an arbitration before a retired judge or commissioner of the Superior Court of the State of California may hear the arbitration.

**Exceptions to Carrier Liability:** Neither the Carrier nor the Vessel shall be responsible for loss or damage arising or resulting from (a) Act of God; (b) Act of War; (c) Act of public enemy; (d) fire, unless caused by the actual fault or privity of the Carrier; (e) perils, dangers and accidents of the sea or other navigable water; (f) inherent defect, quality or vice of the goods; (g) goods packed by Shipper; (h) any other cause arising without the actual fault and privity of the Carrier. Additionally, mechanical vehicles including but not limited to automobiles, motorcycles, scooters, boats, airplanes, ATVs, go-carts, riding lawnmowers, tractors, and other similar vehicles are transported at the sole risk of the shipper since all coverage for those items is waived against the Carrier, its agents or representatives. E Movers shall not be held responsible for any items insisted by shipper to be moved through impassible passageways or other impassible openings.

**Filing of Claims:** Pursuant to the applicable Maximum Rate 4 Tariff, any claim against a carrier must be filed, in writing, not less than 9 months from the move. Additionally, lawsuits must be filed within 2 years.

**Interest:** a charge of 1.5% per month or fraction thereof (18% per annum) shall be added to all delinquent accounts. Furthermore, the shipper shall be responsible for all charges E Movers incurred as a result of attempting collection. This includes but is not limited to, attorney fees, fees for collection agent and court costs.

**Forum Selection:** If a lawsuit becomes necessary to resolve any dispute between E Movers and shipper, said suit shall and must only be brought in a court in Los Angeles County, California.

**Waiver of Class Action Suits:** The parties hereby waive any participation or involvement in any class action lawsuits against E Movers

**Reasonable Attorney Fees:** In the event litigation is necessary, E Movers shall recover from shipper any and all reasonable attorney fees and administrative costs and court costs incurred as a result of the litigation. Lawsuits brought against the shipper on collection matters for failure to pay an outstanding balance due are not subject to the arbitration provision.

I \_\_\_\_\_ understand and agree to the terms on the front and back of this page.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_