

Diggs Haul Inc. Moving Contract - \_\_\_\_\_

This Contract for Services is made effective as of \_\_\_\_\_ by **Diggs Haul Inc.** and between \_\_\_\_\_ and **Diggs Haul Incorporated** ("Diggs Haul Inc.") of P O Box 151269 Altamonte Springs, FL 32715. Beginning on \_\_\_\_\_ Diggs Haul Inc. will provide to \_\_\_\_\_ the following moving services (collectively, the "Services"):

Standard Services	Extra Services
___ Transporting ___ Loading ___ Unloading ___ Driver ___ Moving Helpers ___ Fuel/ Mileage ___ Truck Costs ___ Protective Blankets & Wrapping ___ ___   ___ Truckload ___ POD ___ Storage Unit	___ Disassembly, included except IKEA bed sets & cribs ___ Assembly, included except IKEA bed sets & cribs ___ Floor Coverage / Protection (Ram Board, etc) ___ Removal of Specified Items ___ Storage ___ Days
___ 1 Bedroom ___ 2 Bedroom ___ 3 Bedroom ___ 4 Bedroom ___ 5 Bedroom ___ 6 Bedroom ___ Just A Few Things ___ Studio ___ 1 Dorm	___ Full Service Packing (including packing supplies, boxes and labor) ___ Light Packing Services (Labor only)
___ Released Value Coverage Protection	___ Full Replacement Value Coverage Protection

Home Size: \_\_\_\_\_ Specified Household Items: \_\_\_\_\_

Vehicle Transport Coordination Year \_\_\_\_\_ Make \_\_\_\_\_ Model, Color \_\_\_\_\_

The property will be moved on \_\_\_\_\_, from:

**Origin Address:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Delivery Address:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**SCOPE OF SERVICES:** The Service Provider shall review the items to be relocated. Then, the Service Provider shall take an inventory of all the items and communicate with the Service Recipient prior to transporting the items to the new location. Service Provider shall wrap the items agreed upon with care. In order to avoid damage caused to the items when loading the vehicle, the weight of the load should be evenly distributed so as to avoid crushing of lighter items by the heavier items. The Service provider shall give due care while unloading the items at the destination to avoid any damage to the items.

**PAYMENT:** Payment shall be made to Diggs Haul Incorporated, Orlando, Florida 32818. The total payment amount is \$ \_\_\_\_\_ including credit card processing fee for payment methods via credit/debit. Additional time, when applicable, will result in an increase of final payment charges. Unfortunately, we cannot accept checks of any kind at this time. Please review our "Payment Options" section found on our website at [www.diggshaul.com](http://www.diggshaul.com) for additional details. Contract is considered binding unless otherwise noted per policy

\_\_\_\_\_ agrees to pay Diggs Haul Inc. as follows:

\_\_\_ % of total Quoted amount equal to \$ \_\_\_\_\_ Initial Deposit \_\_\_\_\_  
 \_\_\_ % of total Quoted amount equal to \$ \_\_\_\_\_ Prior arrival to location (loading) \_\_\_\_\_  
 \_\_\_ % of total Quoted amount equal to \$ \_\_\_\_\_ Prior arrival to location (unloading) \_\_\_\_\_

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Same day , unapproved excessive changes to the scope of work outlined above will result in rate change as negotiated by the Manager. Changes to scope of work may require additional charges / rate increase of at minimum \$200.00 per hour for each hour services are provided. Scheduled timeframe will be confirmed via GPS verification system and payment will be due prior to service completion. Changes to scope of work include but is not limited to , failure to disclose in advance (minimum 72 hour notice):

- Your move requires a freight elevator
- You move is any level above/below ground level OR move requires moving truck to be parked more than 400 ft away from entrance to loading/unloading location
- Extra Services , as listed above. Unfortunately, without prior notice we may not be able to accommodate extra services not previously communicated.

In addition to any other right or remedy provided by law, if \_\_\_\_\_ fails to pay for the Services when due, upon completion of services Diggs Haul Inc. has the option to treat such failure to pay as a material breach of this Contract and may cancel this Contract and/or seek legal remedies. Accounts not paid within 3 days of the date of the invoice are subject to a 18 % monthly finance charge until the account is brought to a \$0.00 balance.

Initial deposit is non-refundable. If service provider is unable to perform services based on the terms of initial contract, Service Provider will provide a refund of initial deposit. I also understand that my deposit/fee is only able to be used for another date, if at least 5 business days (not including Saturdays, Sundays, and Holidays) prior to the service date listed above, the Company (1) receives written notice at it's address listed above via certified mail, return receipt requested, or (2) is notified by email via [support@digghaul.com](mailto:support@digghaul.com) of my intent to reschedule this contract, change my pickup dates or place the move on hold, (3) approval of changes to schedules services are granted and notification is received via email from [support@digghaul.com](mailto:support@digghaul.com) . Additional fees may be assessed to modifications to a previously scheduled moving date based on company availability and rates at the time of the request. Text messages and/or phone calls are not acceptable methods of requesting rescheduling of services or changes to scope of work. All requests must be received in writing via email to [support@digghaul.com](mailto:support@digghaul.com).

I, \_\_\_\_\_, authorize  **Diggs Haul Inc.**  to charge my credit card above for agreed upon purchases. I understand that my information will be saved to file and used for future transactions on my account . I agree to pay the total charges for moving services to be provided by Diggs Haul Inc. I understand that my deposit/fee represents only a portion of my total estimated moving charges. Remaining amounts must be paid in full upon service completion.

Should there be an instance where payment is unable to be made upon arrival to unloading location or items are required to be stored beyond the scheduled drop off date, the customer will be charged an additional \$500.00 non-refundable administration fee. This will be due immediately plus the required payment of \$280.00 for each day of storage and/or payment being unpaid. After 1 day, the customer would have to coordinate alternate arrangements and the service provider will use the card on file to reconcile the account to a \$0.00 balance. If funds are not available at the time of each transaction, the Service Provider may charge fees noted above and/or cancel this Contract as Failure to pay is considered a material breach of this Contract .Additional fees, attempts for payment and/or charges will apply until payment is made on account.

Any instances controllable by customer affecting the Service Provider from being able to complete pickup/ drop off may result in the original agreed-upon rate to change. A Rate of \$50.00 per 15 minutes for mover wait time will apply. This includes but is not limited to :

Client is unable to physically access referenced items at pickup or drop off due to not having key/access to the location or any other reason aside from Acts of God,

- Delays of pickup and/or drop off time (same day) in excess of 15 minutes, including access to freight elevators, loading docks, etc., (if required for the move to be completed)
- We kindly request that you work with your property manager in advance to ensure elevators are reserved in advance for your move. As well as confirm, access to elevator/loading dock is reserved for a minimum 13ft clearance high and timeframe of 2 hours per loading/unloading

**UNSAFE/ UNSANITARY CONDITIONS:** To assure safe and healthy working conditions for our employees, we reserve the right to refuse service due to unsafe or unsanitary working conditions. This includes wearing protective face coverings and requesting clients to provide a safe distance of at least 6 ft radius of staff throughout the move to remain in compliance with CDC guidelines. We require any pest infestation to be reported prior to arrival of loading location as the team would be required to assess the environment prior to beginning work. Personal intimate items we ask are packed and handled by the client directly.

**TERM:** This Contract will terminate automatically upon completion by Diggs Haul Inc. of the services required by this Contract.

**WARRANTY:** Diggs Haul Inc. shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Diggs Haul Inc.'s community and region and will provide a standard of care equal to, or superior to, care used by service providers similar to Diggs Haul Inc. on similar projects.

**DEFAULT/ REMEDIES:** In addition to any and all other rights, a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 1 day from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

If for any reason other than the fault of carrier, delivery cannot be made at address shown on the face hereof, or at any changed address of which carrier has been notified, carrier, at its option, may cause articles contained in shipments to be stored in a warehouse selected by it at the point of delivery or at other available points, at the cost of the owner, and subject to a lien for all accrued charges up to 30 days. After 30 days, if remedy has not been made, Diggs Haul Inc. has the option to treat such failure to pay as a material breach of this Contract and may cancel this Contract, discard any unclaimed personal items and/or seek legal remedies

**FORCE MAJEURE:** If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract. limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures.

The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of on performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**ENTIRE AGREEMENT:** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

**SEVERABILITY:** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**AMENDMENT:** This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**GOVERNING LAW:** This Contract shall be construed in accordance with the laws of the State of Florida.

**NOTICE:** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

**DAMAGES :** Although our moving staff will be as careful as possible, from time to time damages may occur.

Under Federal law, interstate movers must offer two different liability options referred to as valuation coverage: (1) Full Value Protection and (2) Released Value.

Full Value Protection - Under Full Value Protection, your mover is liable for the replacement value of lost or damaged goods in your entire shipment. Additional costs apply for this level of coverage. If you are interested in securing Full Value Protection, please contact your brand ambassador, sale representative for a quote to add this level of coverage prior to signing the contract and/or making payment on account. Coverage cannot be added once an initial deposit is made on the account.

Released Value - Released Value, since it is offered at no additional charge, the mover assumes liability for no more than 60 cents per pound per article. No additional election is required. If you select Released Value, we always encourage our clients to obtain a separate liability insurance policy.

Separate Liability coverage- If you purchase Separate Liability, please note the cost of this insurance is not included in the basic move costs provided and must be purchased separately by you. The mover will remain liable for the amount up to 60 cents per pound per article, but the remainder of the loss is recoverable from the insurance company up to the amount of insurance you have purchased.

If damage is caused by our staff, at our discretion, we will apply the elected insurance coverage as noted above. Should Full Value Protection be elected, Diggs Haul Inc will repair the item or compensate for its depreciated value based on the details provided during the election of insurance coverage. China, glass, clocks, glassware, lamps, mirrors, pictures, artwork, Flat Panel Televisions, or any other fragile articles that are not boxed & unboxed by Diggs Haul Inc. will only be moved at the owner's risk. Because the mechanical condition of electronics and appliances is unknown; we only assume responsibility for items that are mishandled or receive visible damage by our staff. We are not responsible for unprotected flooring. However, we do offer ram boards/floor protection coverage for . If due to an inherent weakness in a piece of furniture (I.E. defect, prior repair, unstable construction) damage occurs, you understand that we will not be liable for any damage (s) to that piece. Diggs Haul Inc. is only responsible for items in our immediate care. Diggs Haul Inc. assumes no responsibility for money, jewelry, or other valuables, please make sure these items are safely put away before our moving crew arrives. Diggs Haul Inc.'s policy in regards to particle board/ready-to-assemble furniture: These items are not structurally created to be moved once assembled, we will not repair or replace these items in the event they are damaged during the move. Diggs Haul Inc. will not be responsible for claims not specified on this contract. Please inspect all goods before signing this contract.

As a condition to precedent to recovery, a claim for any loss or damage, injury or delay, must be filed in writing with the carrier within 3 days after delivery to the consignee as shown on face hereof, or in case of failure to make delivery, then within after a reasonable time for delivery has elapsed; and customer must engage in mediation prior to submission of any additional form of lawsuit or judgment regarding damages. Wherein accordance with the foregoing provisions, the carrier shall not be liable and such a claim will not be paid.

I acknowledge that packing, loading, transporting, and unloading property creates certain risks to my property and my person. In particular, the property can be broken, dropped, scraped, torn, scratched, lost, etc., including risks to carpets and hardwood flooring, as well as the risk of loss of cash, checks, bonds, jewelry, deeds, coin and stamp collections, alcohol, prescription

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medications, damages to fur or items lined with fur, particleboard furniture, firearms and/or ammunition, and plasma televisions. COMPANY STRONGLY RECOMMENDS THAT YOU PERSONALLY MOVE ITEMS OF SIGNIFICANT MONETARY OR PERSONAL WORTH, unless otherwise discussed.

I agree Company shall not be held responsible for normal wear and tear on my residence resulting from moving items, and I will hold Company harmless for any floor damage or dirt. I accept that the Company does not insure "ready to assemble furniture", such as Ikea. I agree that certain items can not be moved without damage and I hold Company harmless for such items when the movers tell me beforehand that they are at risk of damage if moved. I take complete responsibility for any transportation I provide and damages that transportation does to anything else including roofs, homes, people, and other vehicles regardless of who is operating it, and the Company holds no responsibility for my transportation, rented or owned.

**WAIVER OF CONTRACTUAL RIGHT :** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

**SIGNATORIES :** This Agreement shall be signed on behalf of the customer \_\_\_\_\_ and by the Contracting Department on behalf of Diggs Haul Inc. and shall be effective as of the date first written above. Signatures will be provided prior to services being commenced on \_\_\_\_\_ .

**DIGGS HAUL INCORPORATED**

Signature : *Contracting Department*

Email : [contracts@digggshaul.com](mailto:contracts@digggshaul.com)

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

Drivers License # \_\_\_\_\_

Address: \_\_\_\_\_

Diggs Haul Incorporated is registered with the State of Florida as a Mover Moving Broker. Registration No: IM3221.

UNLESS OTHERWISE NOTED, Released Value Protection coverage is included with the terms and conditions of this contract.

\_\_\_\_\_ I elect Full Value Protection coverage. Additional charges apply, separate brochures for protection coverage and details will be sent. Please consult with your brand ambassador for additional details regarding election.

\_\_\_\_\_ I elect Released Value Protection coverage. The mover assumes liability for no more than 60 cents per pound per article. There is no additional charge for Released Value.

Please visit <https://www.diggshaul.com/documents-contracts> to download a copy of your FMCSA Rights & Responsibilities and FMCSA Ready To Move Brochure