

TERMS OF SERVICE



The Move Alliance

ATTENTION! THE FOLLOWING AGREEMENT TO OUR TERMS AND CONDITIONS WILL BE ENFORCEABLE AS A LEGALLY BINDING AGREEMENT ON CLIENT UPON SIGNATURE ON THE CONTRACT. CLIENT SHOULD CAREFULLY READ THE FOLLOWING TERMS OF SERVICE BEFORE SIGNING THE CONTRACT.

1. Estimate/Time: Any Estimate provided to Client is non-binding. Individual circumstances and changes in scope may alter the amount of time required. Service Provider's time is charged in minimum increments of one-tenth of an hour. Service Provider shall keep records of services rendered and for costs advanced and will provide a statement of the total amount due. Client agrees to pay Service Provider based on the hourly rate of the actual hours worked and the costs incurred.
2. Late Fees: Service Provider reserves the right to charge Client interest on any invoice that remains unpaid more than 14 days after presentation to Client. Unpaid balances shall incur interest at the rate of 18% per annum from the date of invoice (or such lesser amount as allowed by law) until paid.
3. Valuables: Client agrees to protect all valuables by placing them in safe storage before Service Provider's work begins. Valuables include items such as jewelry, coins, cash, antiques, photos, prescription medications, as well as one-of-a-kind, or non-replaceable items. Service Provider accepts no responsibility whatsoever for any loss or damage to such items (whether or not foreseeable). Service Provider will not handle nor take responsibility for packing or transporting any firearms or ammunition.
4. Insurance: Client shall maintain a valid homeowner's insurance policy, and have all personal property adequately insured, throughout the term of the Contract and Client's moving process. Client agrees said policy will be the sole source of recovery for any property damage not the result of intentional or gross negligence of Provider. Client waives subrogation against Service Provider and Service Provider's insurance carrier. Client should review its homeowner's policy to determine coverage.
5. Claims: Claims for property damage must be reported to Service Provider within 15 days of the move or such claims shall be deemed waived by Client. Service Provider is responsible only for items packed and/or unpacked by Service Provider. Service Provider shall not be responsible for any and all boxes packed and/or unpacked by Client or third-party movers or any damage or loss resulting from storage.
6. Movers: Service Provider will not move Client's belongings. If requested by Client, Service Provider will provide referrals to third-party moving companies. Service Provider is not responsible for the acts or omissions, whether negligent or otherwise, of third parties providing services to Client under a contract with Client. Client will pay third parties directly for work completed. All charges incurred by Client for moving expenses ("Mover's Charges") shall be Client's sole responsibility and will Client will contract directly with Client's preferred moving company, which shall bill Client separately and directly.
7. Independent Contractor: Service Provider is, and at all times during this Agreement will remain, an independent contractor in relation to Client, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship.

8. Suspension and/or Termination: Service Provider has the right to stop work or terminate the Parties' Agreement at any time if circumstances or decisions are made which, in Service Provider's sole discretion, prevent Service Provider from performing services safely or in conjunction with standard industry practices. Either party may terminate this Agreement by providing written notice ("Notice of Termination") to the other party. Client agrees to pay Service Provider for any and all work completed, and/or any associated costs incurred at the time of Service Provider's issuance of or receipt of such notice of termination.
9. Service Provider's Warranties: Service Provider warrants that (a) it and each of its employees, consultants and subcontractors, if any, that it uses to provide and perform services has the necessary knowledge, skills, experience, qualifications, rights and resources to provide and perform the services in accordance with this Agreement; and (b) the services will be performed in a good, diligent, workmanlike manner in accordance with industry standards, laws and governmental regulations applicable to the performance of such services. If the services do not conform to the foregoing warranty, and Client notifies Service Provider within 48 hours of the performance of the services, Client's sole and exclusive remedy is to have Service Provider re-perform the non-conforming portions of the service.
10. Disclaimer of Warranties: THE WARRANTIES STATED IN SECTION 8 ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY SERVICE PROVIDER. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PROFESSIONAL SERVICES PROVIDED TO CUSTOMER ARE ON AN "AS IS".
11. Limitation of Liability. Although Service Provider will use commercially reasonable efforts to ensure that no problems arise, it is the inevitable nature of coaching, decluttering, and organizing work that mistakes happen. Client should expect that in the preparation for moving process, issues such as broken, lost, or misplaced objects may occur. Client hereby waives any and all claims for damages in excess of the value of any broken, lost, or misplaced object. Any objects of extraordinary value, not otherwise classified as valuables as described in the Agreement, must be identified by Client prior to packing and must be properly insured. Client makes all final decisions on what Client will keep, sell, donate, or dispose of and Client will not hold Service Provider responsible or liable for any objects removed from Client's home. CLIENT AGREES THAT THE CONSIDERATION WHICH SERVICE PROVIDER IS CHARGING HEREUNDER DOES NOT INCLUDE CONSIDERATION FOR ASSUMPTION BY SERVICE PROVIDER OF THE RISK OF CLIENT'S INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO ANYONE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES, OR INDIRECT DAMAGES OF ANY TYPE OR KIND, ARISING FROM BREACH OF WARRANTY OR BREACH OF CONTRACT, OR NEGLIGENCE, OR ANY OTHER LEGAL CAUSE OF ACTION ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT. The maximum liability of Service Provider to any person, firm or corporation whatsoever arising out of or in the connection this Agreement, whether or not such liability arises from any claim based on breach or repudiation of contract, breach of warranty, tort, or otherwise, shall in no case exceed the equivalent of the amount charged by Service Provider in fees and costs applicable at the time of the event. The essential purpose of this provision is to limit the potential liability of Service Provider. The parties acknowledge that the limitations set forth in this Section are integral to the amount of consideration levied in connection with the services and that, were Service Provider to assume any further liability other than as set forth herein, such consideration would of necessity be set substantially higher. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitations of liability for incidental or consequential damages, so the exclusions set forth above may not apply to Client.

12. Governing Law and Mediation: The Agreement is governed by California law. Client agrees that prior to pursuing formal legal proceedings, any disputes between the Parties related to any breach or alleged breach of this Agreement must first be submitted to mediation in San Mateo County. The exclusive jurisdiction for any action brought to enforce the Agreement shall be the courts located in California, San Mateo County.

13. Entire Agreement: Client acknowledges that Client and Service Provider have had previous discussions related to the performance by Service Provider of the services for Client. The Agreement, including these Terms of Service, shall constitute the entire understanding between Client and Service Provider. The Agreement, including these Terms of Service, expressly revokes and supersedes all prior agreements, understandings, verbal and/or written communications related to the services to be provided by Service Provider, and is intended as the final expression of the Parties agreement. Any amendment or modification to the Agreement shall not be valid, enforceable, or binding on the parties unless such amendment or modification (i) is a written instrument duly executed by the authorized representatives of both parties and (ii) references the Agreement.