**MOVING SERVICES AGREEMENT**

Thank you for contracting with \_\_\_\_\_\_\_\_\_\_\_\_\_\_ a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ corporation ( ). This agreement (“Agreement”), dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Effective Date”) is between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (Hereinafter known as the “Client”) a [CLIENT STATE OF INCORPORATION, ENTITY TYPE] with an office located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and \_\_\_\_\_\_\_\_, (hereinafter, collectively known as the “Parties”). The Parties agree as follows:

**1. Scope of the Services**

**1.1. SCOPE OF SERVICES**: \_\_\_\_\_\_\_\_\_\_\_ will provide \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the \_\_\_\_\_\_\_\_\_\_\_\_\_\_ listed within the agreement in addition to any other Services described within (collectively, the “Services”) in accordance with the following: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**1.2. DURATION OF SERVICES:** Services shall commence on: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Service Commencement Date”). The Equipment shall be delivered, and destination Services shall be performed by \_\_\_\_\_\_\_\_ on or about \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Delivery Date”). \_\_\_\_\_\_\_\_ shall not be liable for any delay in the Services, or delivery of the Equipment as indicated under Section four within the **“Force Majeure”** clause.

**1.3. CONDITION:** \_\_\_\_\_\_\_\_ has no independent information or firsthand knowledge regarding the status or operational condition of the \_\_\_\_\_\_\_\_\_ tendered to it for the services noted within this agreement.

**1.4. INVENTORY OF EQUIPMENT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**1.5. ORIGINAL PROPOSAL NUMBER**: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**1.6. ORIGIN of SERVICES:** **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**1.7. DESTINATION of SERVICES**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**2. Payment and Costs**

**2.1. COST of SERVICE:** The cost for Services contracted for under this Agreement shall be: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in addition to any additional charges for any change in the scope of services the Client may require (the **“Service Fee”**).

**2.2. RETAINER / DEPOSITS PAYMENT:** Client shall pay the required **Retainer** on or before the date indicated on the first page of this moving agreement or as listed on the retainer invoice. Retainers/Deposits not received in the time prescribed may lead to additional charges due to last minute logistics or loss of service date. If Client shall cancel or terminate this Agreement or change a secured service date, the client agrees that the retainer/deposit shall be deemed forfeited and non-refundable.

**2.3. PAYMENT for SERVICES:** \_\_\_\_\_\_\_\_ prefers payment by EFT (Electronic funds transfer) or Company check. The information for such is noted on retainer and final invoices.

**2.4. FINAL INVOICE and ADDITIONAL FEES:** Any fees incurred due to unforeseen circumstances, changes in the scope, or duration of Services incurred as a result of any additional Services requested will be billed to the Client in the final invoice. *Any fluctuation in fuel prices over ten percent from the time of the original quote may be reflected in your final invoice.*

\_\_\_\_\_\_\_\_ does not carry accounts receivable. THE FINAL INVOICE PAYMENT is due upon completion of the job/service provided. Payment via a company check onsite at the destination is preferred. A grace period of ten days from the date of the delivery of the equipment may be extended upon request by the client. Requests for the ten-day final payment grace period must be directed to:

**2.5. DEFAULT COLLECTION CHARGES**: If the Client account is in default, the Client agrees to pay all office, billing, legal and collection charges incurred by \_\_\_\_\_\_\_\_ in the collection of the amounts owed under this agreement (this includes the charges of any collection agency or attorney to which we may refer your account). In the event the account is referred to an attorney, the Client agrees to pay all charges and expenses, including reasonable attorney’s fees and court costs, to the extent permitted by actual law.

**2.6. OTHER EXPENSES.** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**3. Relationship of the Parties**

**3.1. INDEPENDENT CONTRACTOR:** \_\_\_\_\_\_\_\_ shall perform the private moving (aka: private carriage) and or IT Services noted within this agreement as an independent contractor. \_\_\_\_\_\_\_\_ shall have exclusive control and direction of the persons \_\_\_\_\_\_\_\_ employs operating any equipment or otherwise engaged in providing the Services noted within this agreement.

**3.2. NATURE OF RELATIONSHIP:** This Agreement does not create an employment relationship between \_\_\_\_\_\_\_\_ and Client. \_\_\_\_\_\_\_\_ at all times remains an independent contractor and is not an employee of the Client. The Client agrees not to engage any \_\_\_\_\_\_\_\_ employee in offers of employment at any time.

**4. Client Obligations**

**4.1. EQUIPMENT OWNERSHIP:** Client represents and warrants under the penalties of perjury that they lawfully possess and own Equipment as noted within the inventory in section **1.4** of this Agreement and that client or client’s employee or principal has authority to contract with \_\_\_\_\_\_\_\_.

**4.1a.** The Client shall ensure \_\_\_\_\_\_\_\_ access to all premises necessary at origin, destination, third-party and or other sites as may be required to properly and safely carry out the Services (the “Premises”), including but not limited to securing any required security clearances, approvals, service forms, information for required certificates of insurance, tickets or grants of access or third party consents. Client’s failure to ensure \_\_\_\_\_\_\_\_ has access to the premises and or premises paperwork as required may subject the Client to additional service charges. The Client, origin, destination and any third party building or other management have reviewed any requested Certificates of Insurance (COI) from \_\_\_\_\_\_\_\_ at least five business days prior to Services being rendered and such Certificates of Insurance are agreeable and acceptable to all parties that may be involved in any part of the Services that may be provided by \_\_\_\_\_\_\_\_.

**4.1b.** The Client warrants that unless otherwise noted under the “Definition and Scope of Services” in section one in this Agreement, there are no stairs, obstacles, carpets, floor gaps (larger than ½”) height or width issues in any of the origin, destination or other premises that would impede moving, transferring, or delivering any Equipment (as hereinafter defined). In addition, any populated racks being moved possess casters (wheels) and are eight hundred pounds or less (in the event of racks in excess of 800lbs, items can be de-racked).

**4.1c.** The Client agrees it is their responsibility to power down Equipment and properly lock down and or remove any hard drives, data storage devices or hard drive heads on any and all hardware, storage devices or other Equipment that may be de/re-racked, moved or transported. Hard drives turned off after long running periods and productivity can often fail as a course of normal events and Client agrees that \_\_\_\_\_\_\_\_ is not responsible for drives that do not power up after being moved under any event or circumstance. Client agrees that \_\_\_\_\_\_\_\_ shall not be liable under any circumstances, theory, legal or otherwise including negligence for any data, data loss or data corruption. This includes loss of income, harm or damages to Client, third parties and or any others. Please refer to “Liability” under section **5.3.**

**4.1d.** The Client agrees to take in, on behalf of \_\_\_\_\_\_\_\_, any Equipment or materials drop shipped by \_\_\_\_\_\_\_\_ to the origin site and or destination site of the move. The Client agrees to secure said Equipment on behalf of \_\_\_\_\_\_\_\_ and make such available to \_\_\_\_\_\_\_\_ when requested.

**4.1e.** The Client is not contemplating nor is in any stage of a company closing, company transfer, lien, bankruptcy or receivership. In these cases, full payment is expected and required **PRIOR** to any Services being implemented.

**4.1f.** The Client agrees to provide a single point of contact (SPOC) who will serve as the coordinator or focal point of information concerning project management, client information and payments due \_\_\_\_\_\_\_\_.

**4.2. DATA BACKUP:** The Client agrees it is their responsibility, without exception, to take all steps necessary to properly, competently and completely make redundant data back-up and or disaster data recovery back-up of any and all data from Equipment being moved.

**5. \_\_\_\_\_\_\_\_ Obligations**

**5.1. PERSONNEL and EQUIPMENT:** \_\_\_\_\_\_\_\_ shall provide the proper personnel and Equipment to perform the Services in a professional manner.

**5.2. STANDARD of SERVICE:** All services shall be performed in compliance with applicable codes and other applicable laws. To the extent required by law, all Services shall be performed by individuals duly authorized to perform such Services. All Services will be provided in a manner consistent with industry standards for the transportation of Equipment of similar kind and value as the Equipment transported pursuant to this Agreement.

**5.3. LIABILITY:** \_\_\_\_\_\_\_\_ will not be liable for any delay, loss or damage to a shipment for those causes listed in the Force Majeure clause listed under section 4 of this agreement. In no event shall \_\_\_\_\_\_\_\_, our employees, consultants, associates, officers or directors be liable for any indirect, consequential, incidental, special, punitive, or exemplary damages or for any loss of profits or revenue including to any third party regardless of whether \_\_\_\_\_\_\_\_ knew or should have known of the possibility of such damages. In no event shall our total cumulative liability (including legal fees) exceed the fees already paid to \_\_\_\_\_\_\_\_ under this agreement.\_\_\_\_\_\_\_\_ liability for Equipment is limited to negligence including physical damage and lost or stolen equipment. \_\_\_\_\_\_\_\_ will pay no more than: (a) the amount necessary to repair or restore the property to its condition immediately prior to loss or damage; (b) the cost of replacing the property with item(s) of substantially identical property [like kind and quality] with due allowance for obsolescence, depreciation, deterioration, wear and tear, etc. \_\_\_\_\_\_\_\_ will not be liable for shipments which require special temperature handling unless such information is conveyed in writing within this agreement. Except as otherwise stated, \_\_\_\_\_\_\_\_ disclaims any and all liability for loss and or damage to data under any and all circumstances, negligence, omission or legal theory. Data back-up is always the Client’s responsibility.

**5.4. TIME LIMITS FOR CLAIMS.** Any claims shouldbe filed upon delivery of the Equipment to the destination. Claims **must** be filed within w**ithin twenty-four (24) hours** of delivery. Failure to file claims within twenty-four hours of delivery shall forever bar recovery of any claim. Where claims are not filed or suits are not instituted thereon, in accordance with the foregoing provisions, \_\_\_\_\_\_\_\_ shall not be liable, and such claims will not be paid.

**6. Indemnification and Insurance**

**6.1. INDEMNIFICATION:** Client agrees to defend, indemnify and hold harmless \_\_\_\_\_\_\_\_ and its representatives, agents, employees, associates, subcontractors, officers and directors and others for all claims, damages, losses, liabilities, obligations, settlements, judgments, costs, expenses (including without limitation reasonable attorney's fees and costs) or other liability or proceedings arising out of this agreement.

**6.2. INSURANCE**: \_\_\_\_\_\_\_\_ meets the following criteria: (a) \_\_\_\_\_\_\_\_ maintains insurance in the amount of not less than \_\_\_\_\_ per shipment; (b) \_\_\_\_\_\_\_\_ maintains liability insurance in the amount of not less than four million dollars aggregate ($4M) (c) \_\_\_\_\_\_\_\_ maintains workers compensation insurance as required by \_\_\_\_\_ state law; (d) \_\_\_\_\_\_\_\_ agrees to provide general certificates of insurance (COI) upon request. Client retains the right to purchase independent insurance from a vendor of the Client’s choice.

**7. Term and Termination**

**7.1. TERM of AGREEMENT**: The term of this Agreement shall be for the duration of Services detailed under section **1.2.**

**7.2. SEVERABILITY and INVALIDITY:** In the event that any provisions of this Agreement be found to be, in whole or in part, invalid or unenforceable by a court of competent jurisdiction, the validity or enforceability of the remaining provisions under applicable law will not be affected thereby and shall remain binding upon the Parties and shall remain in full force and effect for the greatest time period and for the broadest scope permitted by applicable law. Any such invalid or unenforceable provisions shall be substituted by a valid or enforceable provision which, in its essential purpose, comes as close as possible to the invalid or unenforceable provision; the same applies *mutatis mutandis* to any gaps in this Agreement.

**8. Governing Law and Dispute Resolution**

**8.1. GOVERNING LAW and VENUE:** This Agreement is made within the \_\_\_\_\_\_\_\_\_\_\_ and shall be interpreted under the laws of \_\_\_\_\_\_\_\_\_. This Agreement may only be litigated in the state courts of \_\_\_\_\_\_\_\_\_\_ County, State of \_\_\_\_\_\_\_\_\_\_\_\_\_. If arbitration is necessary, it shall occur in \_\_\_\_\_\_\_\_\_\_\_\_\_\_ County, State of \_\_\_\_\_\_\_\_\_\_\_\_, in accordance with section **8.2** below. This Agreement constitutes the complete understanding between **Client** and **\_\_\_\_\_\_\_\_.**

**8.2. DISPUTE RESOLUTION**: The parties will attempt to resolve any dispute out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the procedures set out below in accordance with the American Arbitration Association.

**8.3. ATTORNEY'S FEES TO PREVAILING PARTY:** In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and on appeal.

**9. Additional Provisions**

**9.1. FORCE MAJEURE.** Except for the duty to make payments hereunder when due, and the indemnification provisions under this Agreement, \_\_\_\_\_\_\_\_ shall not be responsible to the Client for any delay, damage, or failure caused by or occasioned by a Force Majeure Event. The term Force Majeure shall include, without 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, wars, strikes, lock-outs, work stoppages, rules and regulations of any governmental authorities having jurisdiction over the premises, inability to procure material, Equipment, or necessary labor in the open market, acute and unusual labor, material, or Equipment shortages, or any other causes (except financial) beyond the control of \_\_\_\_\_\_\_\_ including road construction and highway accidents. Delays due to any of the above causes shall not be deemed to be a breach of or failure to perform under this Agreement. \_\_\_\_\_\_\_\_ shall not be required against its will to adjust any labor or other similar dispute except in accordance with applicable law.

**9.2. DELAYED ENFORCEMENT**: Failure by \_\_\_\_\_\_\_\_ to exercise any of their rights when Client is in a default status does not preclude \_\_\_\_\_\_\_\_ from exercising those rights at a later time. If action is delayed for any reason, \_\_\_\_\_\_\_\_ maintains its rights under this Agreement. \_\_\_\_\_\_\_\_ maintains its rights under this Agreement even if it accepts late or partial payments marked “payment in full” or with other restrictive endorsements.

**9.3. WAIT TIME**: If access to the origin or destination premises is not available or the Equipment to be moved, de-installed or transported is not ready for transport at the agreed upon time or in the event of other circumstances preventing \_\_\_\_\_\_\_\_ from performing the service(s) contracted for, Client shall be billed at the rate of \_\_\_\_\_\_\_\_ **per hour** until \_\_\_\_\_\_\_\_ is granted access to the premises or the Equipment is made available to \_\_\_\_\_\_\_\_.

**9.4. DEFAULT and REMEDIES**: If Client fails to make any payment due hereunder, Client shall be in default of this Agreement. If Client is in default, \_\_\_\_\_\_\_\_ may cease performing the Services without breaching the Agreement pending payment or resolution of any dispute.

**9.5. SAFETY:** Safety at work, in particular the safety of any \_\_\_\_\_\_\_\_ Company personnel and those of its suppliers, contractors, and visitors, is a mandatory priority for \_\_\_\_\_\_\_\_, and is a fundamental company value. No priority may override safety. If \_\_\_\_\_\_\_\_ determines that the safety of \_\_\_\_\_\_\_\_ personnel, \_\_\_\_\_\_\_\_ Equipment or that of the Client Equipment could be in jeopardy, \_\_\_\_\_\_\_\_ may terminate the Services being provided to the Client at any time without such being considered a breach of this agreement; \_\_\_\_\_\_\_\_ will not be penalized in any manner or form should termination occur under such circumstances.

**9.6 JOB NOT AS DESCRIBED:** Should a job be inconsistent with the details as described within the questionnaire submitted online by the Client, \_\_\_\_\_\_\_\_ may, at its discretion, terminate Services to the Client at any time without such being considered a breach of this agreement. \_\_\_\_\_\_\_\_ will not be penalized in any manner or form should termination occur under such circumstances. In either of the events listed within this paragraph, Client agrees that liquidated damages in the amount of the Client Retainer/Deposit along with any amounts due for additional Services rendered may be assessed and recovered by \_\_\_\_\_\_\_\_.

**9.7.SIGNATURE AND COPY**: A faxed or electronic copy of this agreement with electronic or hand signed signature shall be considered a legal copy.

**9.8. NOTICE AND AMENDMENTS**: Any notice or communication required under this Agreement shall be considered sufficiently given if delivered via certified mail with return receipt requested to the address on the first page of this Agreement. Any amendments or modifications made to this Agreement must be in writing and signed by the Parties. The Parties may not assign this Agreement without the prior written consent from the non-assigning party. No amendment, modification, or assignment is valid unless it is signed by the Parties.

**9.9. LIEN**: \_\_\_\_\_\_\_\_ shall have a lien against the Equipment inventory being moved as described in Section one. \_\_\_\_\_\_\_\_ shall be authorized to seize and sell the Equipment at auction if the Service Fee, Additional Fees, or other amounts due and owing by Client are not paid within fifteen (15) calendar days of the Delivery Date. All fees, including but not limited to legal fees, collection fees, fees associated with securing the property having said lien and auction fees, shall be applied to the total outstanding balance due by the Client to \_\_\_\_\_\_\_\_. The existence of this lien shall in no way limit or hinder the other remedies or indemnities available to \_\_\_\_\_\_\_\_ under this Agreement or otherwise limit \_\_\_\_\_\_\_\_ contractual and statutory obligations under this Agreement. It is agreed that any lien held by \_\_\_\_\_\_\_\_ on equipment moved is considered released by \_\_\_\_\_\_\_\_ upon full payment of any outstanding charges due \_\_\_\_\_\_\_\_.

**9.10. COPYRIGHTS AND TRADEMARKS**: Client acknowledges and agrees that \_\_\_\_\_\_\_\_ works of authorships, including but not limited to its registered marks, copyrighted material, any revisions, modifications and enhancements thereto, Services provided, tools used and any trade dress (“Content”) are the property of \_\_\_\_\_\_\_\_ or its licensors and suppliers and are protected by federal, state, and international copyrights laws, including the common law. Reproduction of such content, in whole or in part, is prohibited without prior consent.

**9.11. MODIFICATIONS TO AGREEMENT:** No provisions of this Agreement may be amended or modified, in whole or in part, otherwise than by an instrument in writing, signed by both Parties or their successors or permitted assignees, on a form provided by \_\_\_\_\_\_\_\_.

**9.12. ASSIGNMENT OF AGREEMENT:** The Parties may not assign this Agreement without the prior written consent from the non-assigning party. No amendment, modification, or assignment is valid unless it is signed by the parties.

**9.13. ENTIRE AGREEMENT**: This Agreement constitutes the entire agreement between the parties, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understanding or other agreements, whether oral or written, relating to the subject matter of this Agreement. The headings of the sections herein are for convenience only, and shall not affect the meaning of the provisions of this Agreement. The parties mutually acknowledge and agree that this Agreement shall be interpreted and enforced in accordance with the laws of Massachusetts and the United States of America.

**9.14. REPRESENTATION AND AUTHORITY OF PARTIES / SIGNATORIES:** Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

WITNESS WHEREOF, the Parties have executed this Agreement on the date first written below.