**MOVING CONTRACT**

The following are the terms and conditions that will govern the agreement between Orandy Moving & Storage Co LTD hereinafter called â€œthe companyâ€ and ……………….. hereinafter called â€œclient or customerâ€.
Relocation services from ……………………. to…………………………….
For a cost of: ……………..+Gct per truck trip
Time allotted for each truck trip: 3 exceeding this will incur overtime charges of $4000.00/hr.
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Optional Services: (GCT is applicable for each cost)
Basic Packing Plan $10,000.00 (initials \_\_\_\_\_)
Pre or Post-move Service Team (PMT) Disconnection/Disassembly $6,000.00 (initials \_\_\_\_\_)
Pre and Post-move bundle: Disconnection/Reconnections and Disassemble/Reassemble $9000.00 (initials \_\_\_\_) Single items cost $1500.00 each, each way.
Bins $60.00 each per bin per day (initials \_\_\_\_)
Incidental charges: (to be added to your trip cost if applicable)
Stairs $800.00 per flight (initials \_\_\_\_)
Heavy Item Handling Surcharge â€“ Pool Table $20,000.00\_\_\_\_)
Upright Piano $10,000.00 Baby Grand Piano $15,000.00 Grand Piano $25,000.00
â€¢ This contract is valid for all future moves therefore subsequent contracts will only be presented upon customerâ€™s request or if the company has amended the terms and conditions of the contract.
GENERAL
Although the company endeavors to reasonably protect and secure all items fragile or otherwise, the onus lies with the client to ensure that, loose and/or fragile pieces for example china, sensitive electronics , etc. are properly packed, padded and labeled accordingly, prior to our handling. (We highly recommend using our packing and pre-move services which include wrapping, packing, disassembling, reassembling etc., to avoid possible overtime charges and ensure optimum protection of items).
Clientâ€™s Responsibility:
â€¢ To properly prepare for pending relocation i.e. all small pieces etc. should be cleared from surfaces, properly packed in boxes or bins and fragile pieces properly padded labeled and secured.
â€¢ To pay all fees and charges when requested. All estimated or quoted fees must be paid once the truck arrives at the final destination and prior to unloading. Any additional fees must be paid within five (5) days.
â€¢ To properly protect and secure valuables and important documents and carry these items if possible (The Company is not responsible for valuables not properly secured by client).
â€¢ To reasonably protect items that can be easily soiled (if our services are not required to do so) as the company is not responsible for soiled items reasonably handled by movers.
â€¢ To inspect back of truck upon completion of job.
â€¢ To inform office of any special items (pianos, safes etc) or any special requirements that may have an impact on the handling such items.
CLAIMS
Compensation
The company undertakes to repair or reimburse clients in the event of any damage(s) to his/her property due to negligence (i.e. reasonable care and skill was not exercised in the handling of customerâ€™s possessions) on the part of the companyâ€™s representatives as follows:-
â€¢ The value of reimbursement is based on resale value of the item at the time of damage (age, condition and type of item being taken into account). Value of the item will be depreciated per relevant depreciation principles or by mutual agreement.
â€¢ If an item is part of a set, then only the individual item will be addressed. If the individual item cannot be located, then the closest substitute will be used.
â€¢ Item may be taken off site and repaired: company reserves the right however to choose repairer.
â€¢ A mutually agreed discount on invoice. Furthermore any discount previously negotiated will be taken into account when determining compensation (if any).
â€¢ Company may replace item. Compensation however, will be commensurate with damage and cost of restitution.
â€¢ Customer is required to pay all fees where applicable should a false claim be made and the company incurs costs pursuant to investigation of such claim. This includes service personnel visits, polygraph testing of employees, etc.
â€¢ Any claims must be reported to the company within 48 hours
LIMITATIONS TO LIABILITY
In particular, the company accepts no liability in the following circumstances: –
â€¢ Where an item being transported exhibits what can be reasonably deemed as a pre-existing fault and/or defect.
â€¢ Free and easy passage is not available for furniture items, i.e. items have to be forced or undergo excessive maneuvering to pass.
â€¢ Item is such that normal routes to enter/leave building cannot be used but alternate abnormal routes have to be used, e.g. balcony, window, etc.
– Terrain is such a nature that free and unhindered passage is not possible (slippery, rocky, steep, etc.)
â€¢ Item is such a shape or size that it cannot pass entrance/exit but have to be disassembled or have parts removed to enable it to pass.
â€¢ Items inefficiently packed or prepared by client e.g. boxes containing fragile pieces not properly padded, cushioned and labeled.
â€¢ Items not packed by the company.
Items not solely and completely handled by the companyâ€™s representatives, ie customer or a third party handles item at any point during the moving process.
â€¢ Stacking of furniture as requested by customer.
â€¢ Sony Trinitron televisions over 2yrs old are not covered under this warranty (experience has shown that without any form of negligent handling the back of these units will crack, due to brittle material (usually after 2 â€“ 3yrs of use).
â€¢ Furniture made of compressed wood, particle- board or â€œbaggasse boardâ€, Halogen lamps and any other items which by their nature are required to travel disassembled.
â€¢ Items such as filing cabinets, refrigerators, desks, etc. that are required to travel with their contents intact as requested by customer, are not covered for damages to items or contents.
â€¢ If we are required to carry items which in and of themselves pose a threat to other items such as washing machines, refrigerator, etc. (due to leakage of water and other substances).
â€¢ If client insists on us packing furniture or items in a way which we consider to be inimical to the safety of that item and others and this fact is relayed to him/her.
â€¢ Aquaria and other similarly constructed items, and potted plants, are not covered under this warranty.
â€¢ It is the clientâ€™s responsibility to ensure that complex electrical equipment is properly prepared prior the move by an authorized service personnel. This includes disassembly, reassembly and protection or, as circumstances may dictate, detailed briefing of our staff so that necessary precautions can be employed.
â€¢ Items under warranty by a third party.

Insurance Coverage
OMSC offers all our moving customers In-transit Insurance however it is the clientâ€™s obligation to ensure that coverage is sufficient to cover the full value of the item(s) to mitigate any loss. Furthermore if coverage is deemed insufficient then the onus lies with the client to seek additional insurance or by their act of omission automatically indemnifies OMSC for any loss suffered over and above insurance coverage (and excess) however caused.
Additionally it is the clientâ€™s duty to provide to OMSC any pertinent information that will have an impact on the handling or carriage of the item(s) failing which indemnifies the company of any loss suffered as a result of omission of such information.
Insurance Exclusion Clause
The company reserves the right to refuse to move any sensitive electronic equipment new or used under warranty; if the client insists, then the company is automatically indemnified of all liabilities and is not required to entertain any related claim from the client.
Payment:
â€¢ Payment must be in Jamaican currency, cash or cheque or Managers cheque (Debit Card facilities are now available). If another currency is to be used, then prior authorization must be obtained from our office. Exchange rate to be used will be determined by us.
â€¢ The company reserves the right to request payment in advance of job completion.
â€¢ Estimates are not absolutely binding but may move upwards or downwards as circumstances dictate. Additionally, costs given over the phone are approximate and may change when moving team arrives or upon completion.
â€¢ The company reserves the right to request a deposit for residential moves with the expectation that balance will be paid upon completion of job. For customers who reside in the rural areas, or are moving from Kingston to a rural area, deposit is mandatory and full payment is due upon completion of job. In instances where payment is made by cheque, there is a 5 day waiting period until cheque is cleared before the move is done.
â€¢ There is a 10% administrative fee applicable for late cancellation on removal i.e., cancellation must be communicated to our offices within 36 hrs prior to move to a named member of staff.
â€¢ All returned cheques attract a charge of $2,500, which includes admin charge, and bank charges.
â€¢ All outstanding amounts must be paid by due date. Failure to do so will result in interest charges being applied and the rate applicable is dependent on overdraft interest charges prevailing at the time of default.
â€¢ In event of a claim, all payments must be settled before claim can be dealt with.
â€¢ Deviation from any of the foregoing requires expressed permission from a named member of management.
Overtime and Miscellaneous Charges
Unless otherwise stated cost given for move is on a per trip basis
Residential moves are assigned 3hrs per trip for 24ft truck and 4hrs for 28ft trailers (including in-transit time), however out of town moves are assigned 3hrs for the 24ft Truck and 4hrs for the 28ft Trailer for loading and off loading. Transportation time is not included.
Exceeding the assigned time due to the clientâ€™s action or inaction will result in overtime charges being applied which presently stand at $4,000/hr for residential moves.
Disassembly, disconnection or reconnection of any item unless otherwise specified is not covered in the cost to move but will be charged for at the applicable rates.
Bins Policy
Unless otherwise specified bins are rented at $60 daily plus GCT
In instances where bins are loaned for free for determined days (which is totally discretionary by Orandyâ€™s Management) the onus is on the client to communicate to the company within the agreed time in writing such as email or fax to make arrangement for their return.
For clients who are recipients of complimentary bins, they are to make every effort to return them to the company within 5 days or make arrangements with the company to collect them at an agreed cost.
In instances where bins are rented or provided rental free, the onus lies with the client to pickup and/or drop off bins, however the company may at its discretion provide transportation at or without a fee.
It is also the clientâ€™s responsibility to return the bins in the same condition in which they were received; failing which a levy will be imposed to clean, replace or return the bins to useable condition.
The client is to inspect all bins whether rented or complimentary to ensure the soundness and cleanliness of bins entrusted in their care before acceptance for use.
Bins are deemed to be in the clientâ€™s possession until their receipt and acceptance at our office, or by a duly authorized representative of the company. Damages to any bin, its pins or any part thereof (whether rented or complimentary) is the clientâ€™s responsibility as long as the bins have not been received at our office, and the client is duty-bound to pay for their replacement.
Extraordinary Circumstances
In the event of rain, acts of God or any other similar circumstances outside of the control of the company, then the customer or client agrees to share in equal proportion any overtime charges.
In the case of riots, public disturbance or any other circumstances what so ever outside of the control of the company then the company is not responsible for any liability or any loss suffered by the customer

I have read the above and affix my signature below in understanding and agreement.
Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
OMSC Rep: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_