

# Residential Moving Contract

The following are the terms and conditions that will govern the agreement between Orandy Moving & Storage Co LTD hereinafter called "the company or Orandy" and "\_\_\_\_\_ " hereinafter the called "client or customer".

☒ Relocation service: *1c Church Road Kingston to 33 Dewsbury Ave Kingston 6*

Cost per truck trip: \$19,890.74+ GCT per truck trip. Requested date for move, 14/05/2016.

Time allotted for each truck trip: 3 hrs. Exceeding this will incur overtime charges of \$4,000.00 + GCT/hr.

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Optional Services: (Each cost is subject to GCT)

☐ Basic Packing Plan \$11,000.00 (initials \_\_\_\_\_)

☐ Pre or Post-move Service Team (PMT) Disconnection/Disassembly \$6000.00 (initials \_\_\_\_\_)

☐ Pre and Post-move bundle: Disconnection/Reconnections and Disassemble/Reassemble \$9000.00 (initials \_\_\_\_\_) Single items cost \$1500.00 each

☐ Concierge Service Bundle # \_\_\_\_\_ (initials \_\_\_\_\_)

☐ Bins \$60.00 each per bin per day (initials \_\_\_\_\_)

Incidental charges:

☐ Stairs \$900.00 per flight (initials \_\_\_\_\_)

☐ Heavy Item Handling Surcharge – Pool Table \$20,000.00 \_\_\_\_\_)

☐ Upright Piano \$10,000.00   ☐ Baby Grand Piano \$20,000.00   ☐ Grand Piano \$25,000.00

- **This contract is valid for all future moves therefore subsequent contracts will only be presented upon customer'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).

Client's Responsibility:

- 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).
- To pay all fees and charges as required.
- To properly protect and secure valuables and important documents and personally carry these items if possible (The Company is not responsible for valuables not properly secured by client).
- 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 incidental soiling to items reasonably handled by movers.
- To inspect back of truck upon completion of job, **and confirm that all pertinent items have offloaded.**
- To inform office of any special items (pianos, safes etc) or any special requirements that may have an impact on the handling of such items.

## CLAIMS

### Compensation

The company undertakes to repair, replace 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 customer's possessions. **Client is required to prove negligence**) on the part of the company's representatives as follows:-

- 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.
- If an item is part of a set, then only the individual item will be addressed. **If the individual item cannot be located locally, then the closest local substitute will be used.**
- Item may be taken off site and repaired: company reserves the right however to choose repairer. **If the client refuses to allow the item to be taken for repair, then any claim in relation to said item will be dismissed.**
- A mutually agreed discount on invoice. Furthermore, any discount previously negotiated will be taken into account when determining compensation (if any).
- Company may replace item if the item is irreparable. Compensation however, will be commensurate with damage and cost of restitution. **Where applicable, any item to be replaced or compensated for must first be returned to the company within 48 hours of the damage.**
- 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.
- Any claims must be reported to the company within 48 hours, **and completed claim forms must be returned to the company within 48 hours of receipt whether by hard or soft copy.**

## LIMITATIONS TO LIABILITY

In particular, the company accepts no liability in the following circumstances: -

- Where an item being transported exhibits what can be reasonably deemed as a pre-existing fault and/or defect.
- Free and easy passage is not available for furniture items, i.e. items have to be forced or undergo excessive maneuvering to pass.
- 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.)
- 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.
- Items inefficiently packed or prepared by client e.g. boxes containing fragile pieces not properly padded, cushioned and labeled.
- Items not packed by the company.
- Items that were prepared for relocation by persons other than OMSC personnel (i.e. items that have been disconnected, disassemble or dismounted from walls or otherwise altered in preparation for relocation).
- Items that have been altered from their original state
- Stacking of furniture as requested by customer.
- 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 – 3yrs of use).
- Furniture made of compressed wood, particle- board or “baggasse board”, Halogen lamps and any other items which by their nature are required to travel disassembled.
- 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.
- 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).
- If client insists on us wrapping, packing or stacking 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 the client.
- Aquaria and other similarly constructed items, and potted plants, are not covered under this warranty.
- It is the client’s responsibility to ensure that complex electrical equipment is properly prepared prior the move, by 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.
- Items under warranty by a third party.

#### **Insurance Coverage**

OMSC offers all our moving customers In-transit Insurance, however in order to mitigate any loss, it is the client's obligation to ensure that coverage is sufficient to cover the full value of the item(s). 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. **Please note that 10% of the declared value of your items is considered excess.**

Additionally, it is the client'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 item. Additionally,** the company reserves the right to refuse to move sensitive electronic equipment new or used under warranty; if the client insists, then the company is automatically indemnified of any all liability and is not required to entertain any related claim from the client.

#### Insurance Coverage Options

##### Basic Coverage

Coverage does not exceed the total amount paid for the individual trip (transportation cost, excluding GCT) in which the loss occurred. All other conditions apply.

I opt for Basic Coverage \_\_\_\_\_

##### Intermediate Coverage

Coverage up to JA\$100K with a 10% excess rider. Premium will be calculated at 4.5% of declared estimated value Grouped inventory is required. All other conditions apply. Grouped valuation means that items are placed in categories such as furniture, appliances, glassware and other breakables, framed art and sculptures, electronics, special items (to be named), clothing and personal care, other (to be named). A group value is then placed on each category.

I opt for Intermediate Coverage \_\_\_\_\_

##### Full Coverage

Complete coverage. Premium at 5% of Value above basic coverage amount. Complete inventory and individual valuation is mandatory. A pre-move inspection might also be required. All other conditions apply.

I opt for Full Coverage \_\_\_\_\_

I hereby opt out of in-transit insurance coverage. I understand that by opting out, there will be no coverage for any item while it is being transported by OMSC.

I select no coverage \_\_\_\_\_

#### Payment:

- Payment must be in Jamaican currency, cash, 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.
- The company reserves the right to request payment in advance of job completion.
- Estimates are not absolutely binding and can be adjusted as circumstances dictate. Additionally, costs given over the phone are approximate and may change when moving team arrives or upon completion.
- The company reserves the right to request a deposit for residential moves with the expectation that estimated balance will be paid upon arrival at final destination, and before offloading. Any additional amounts will be due upon request. For customers who reside in the rural areas, or are moving from Kingston to a rural area, deposit in the amount of the estimated cost is mandatory and any additional amount is due upon completion of the job. In instances where payment is made by cheque, there is a 5 day waiting period until cheque is cleared before the move can be done.
- 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.
- All returned cheques attract a charge of \$2,500, which includes admin charge, and bank charges.
- 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.
- In event of a claim, all payments must be settled before claim can be dealt with.
- 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 client's action or inaction will result in overtime charges being applied which presently stand at \$4000/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 Orandy'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 client'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 client'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 client'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: \_\_\_\_\_

## DEFINITION OF TERMS:

- **BPP** **Basic Packing Plan.** A service wherein our team of packers will consolidate items from your cupboards, countertops, tables, bathroom shelves, dressers, closets, etc., into bins or moving boxes so that they can be properly identified, labeled and transported. Please note that we do not transport small items individually. Unpacking service is also available. Conditions apply.
- **Concierge Services** A set of optional pre and/or post move services that can be used all together, individually or in bundles (see attachment II).
- **Disconnection** the act of separating appliances from their connections to other items, fixtures or structures.
- **Fragile** Items of such a nature that they can be easily damaged
- **Negligence** The absence of due and reasonable care.
- **Overtime** Time exceeding the allotted relocation or other service time.
- **PMT** **Pre-Move/Post-Move Team.** A service wherein a team is dispatched to disconnect, disassemble and dismount furniture and appliances prior to the move, and then reconnect, reassemble and remount these items at the new location. Conditions apply.
- **Pre-existing fault** Any defect which was in existence prior to our handling of an item. This may or may not be evident at a cursory glance, especially in items comprised of particle board/baggasse board or compressed wood but may become evident after being handled.
- **Reconnection** the opposite of Disconnection
- **Stairs** a flight of stairs is a set of 5-8 steps and a landing. If there is a turn in the stairs between both floors this is considered to be 2 flights

**BPP/PMT/CONCIERGE SERVICE AGREEMENT****BPP**

**Basic Packing Plan.** A service wherein our team of packers will consolidate items from your cupboards, countertops, tables, bathroom shelves, dressers, closets, etc., into bins or moving boxes so that they can be properly identified, labeled and transported. Please note that we do not transport small items individually. Unpacking service is also available. Unless otherwise noted, a team of three persons will provide packing or unpacking services over a period of three consecutive hours. Any time in excess of the three hours will be billed at a rate of \$4000.00/hr or any part thereof. \*\* All BPP charges are subject to GCT. (initials \_\_\_\_)

Items included in the BPP service are: labour, wrapping material (newsprint) for fragile items, shredded paper for cushioning and 20 bins for five days starting on the day of the service. Optional material such as bubble wrap, cardboard boxes, manufactured wrapping paper (white), additional bins, packing tape, shrink wrap, etc., may be available at an additional cost.

**PPMT**

I understand and accept the terms and conditions of the PPMT service which are as follows:

Unless otherwise noted, a team of two persons will provide Disconnection/Disassembly/dismount services over a period of one hour. Any time in excess of the one hour will be billed at a rate of \$4000.00/hr or any part thereof. Prior arrangements for post-move services must be made with our offices. (initials \_\_\_\_)

Items included in the PPMT service are: labour, plastic ties and electrical tape. All tools provided by the company must be returned to the company.

Please be aware that PPMT technicians do not provide trade work such as electrical installation and plumbing, however you may contact the office if such service is required. Please also note that neither the company nor its technicians may be held responsible for any loss or damage due to faulty wiring, plumbing or other faulty trade works as we cannot attest to the integrity of prior works done by other persons.

Our Concierge Service is designed for the person who has a great demand on their time. "So much to do, so little time". We essentially do everything for you except cook your dinner. We will pick up your keys, wrap and pack your items, relocate them and set them up at your new location. We can then cart away any debris, and return your keys so that all you have to do when you get to your new home is relax. \*\*

**Packing and/or Unpacking****Home Furniture/Electronics Disassembly/Assembly**

Our trained team can assist with the disassembly/assembly, disconnection/reconnection of your electronics, including computers, televisions, home theater systems, etc. So whether it's the web or channels, you can be surfing again in no time. We can also disassemble furniture pre-move, and reassemble them post-move. \*\* \_\_\_\_\_

**Move-Out/Move-In Cleaning Service**

Need a hand getting your new home spic and span, or cleaning out your old home? No need for you to be lugging brooms, mops, cleaning supplies, buckets, etc., our Clean Up Crew is here for you. All personnel are thoroughly vetted for your peace of mind. We can take care of everything so that you can concentrate on other things. \*\* \_\_\_\_\_



## Debris Removal

Once you are unpacked, we can pick up the empty boxes and other unwanted material, and dispose of them for you. That way, you won't have to make a special trip to the dump, or keep the unsightly debris on your property. \*\* \_\_\_\_\_

## Home/Office Painting

Let us help you add beauty and class to your space. We can paint your home and/or office with your choice of colours. Would you like an accent wall? We can do that too. \*\* \_\_\_\_\_

## Curtains, Blinds and Carpets

Take down and put up blinds, curtains and drapery, etc. If your window dressings and carpet need a little TLC, we can clean them for you. \*\* \_\_\_\_\_

## Dismount and remount TV, Artwork and other wall hangings

Not too high, not too low, neither crooked nor leaning. With your keen eye and our expertise, everything will be set just right. \*\* \_\_\_\_\_

## Water Tank Installation

Don't be daunted by the prospect of installing your water tank. We can do it for you. Whether big or small, we can install! \*\* \_\_\_\_\_

(initials\_\_\_\_\_) I do not wish to use either the BPP, PMT or any of the Concierge services noted above.

**\*\*Conditions apply for all services. Speak to your consultant for additional information.**

(initials \_\_\_\_\_) I understand and agree that there are no credit provisions for any BPP, PPMT or Concierge service, so payment is due immediately upon completion of each day's service. I also understand that once the team is dispatched, I am responsible for the minimum charges. I hereby affix my signature in recognition and acceptance of the foregoing terms and condition per my initials. I also understand and accept the terms and conditions of the optional services above.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Please note that failure to select an insurance option will be automatically translated to the no coverage option.**

**Basic Coverage**

Coverage does not exceed the total amount paid for the individual trip (transportation cost, excluding GCT) in which the loss occurred. All other conditions apply.

I opt for Basic Coverage \_\_\_\_\_

**Intermediate Coverage**

Coverage up to JA\$100K with a 10% excess rider. Premium will be calculated at 4.5% of declared estimated value. Grouped inventory is required. Grouped valuation means that items are placed in categories such as furniture, appliances, glassware and other breakables, framed art and sculptures, electronics, special items (to be named), clothing and personal care, other (to be named). A group value is then placed on each category.

I opt for Intermediate Coverage \_\_\_\_\_

**Full Coverage**

Complete coverage – up to JA\$1,500,000.00 with a 10% excess rider. Premium at 5% of value above basic coverage amount. Complete inventory and individual valuation is mandatory. A pre-move inspection might also be required.

I opt for Full Coverage \_\_\_\_\_

I hereby opt out of in-transit insurance coverage. I understand that by opting out, there will be no coverage for any item while it is being transported by OMSC. I also understand that failure to select an insurance option will be automatically translated to this no coverage option.

I select no coverage \_\_\_\_\_