

CONTRACT

This document constitutes a contract enacted this date of ___ / ___ / ___ between Schulgasser Brothers Moving LLC, herein after referred to as "SBM", and _____, hereinafter referred to as "Client", both parties signifying complete understanding of, agreement with, and binding themselves to, any and all terms herein.

Generally, SBM shall provide services to move specified items, hereinafter referred to as "Cargo," from "Address #1" to "Address #2," designated below; SBM shall not be responsible for any item not so specified.

Address #1 _____ Address #2 _____

SBM shall take Cargo from Address #1 on ___/___/___, hereinafter referred to as "Moving Day," and deliver Cargo to Address #2 on ___/___/___, hereinafter referred to as "Delivery Day."

In return for said services, Client shall reimburse SBM the sum of \$_____. A non-refundable security deposit of \$_____ must be provided to SBM not less than ___ day(s) before Moving Day. Deposit can be secured by credit card below, or a check can be mailed to the office.

Full payment is due SBM upon delivery of Cargo, *even if there is the possibility that SBM may have damaged Cargo or Client property.* SBM may complete this contract by any method, including but not limited to vehicles used, activity around Client property, personnel, and loading choices; To wit, Client shall have no control of SBM activity provided contract is ultimately completed.

Client must provide full access for SBM to Address #1 and/or Address #2 on Moving Day and/or Delivery Day. SBM shall have previously estimated for Client time required at each location. Said access must include, but is not limited to, the proper reservation of an elevator, where SBM assumed the use of one in quoting this contract. Client must arrange that any and all walkways, stairwells and driveways, including apartment hallways, be clear before SBM arrives, including but not limited to ice and/or snow. It does not constitute a failure on the part of SBM to complete their contractual responsibilities, if restricted from lack of access.

Regarding damages to Cargo or Client property not covered by any other terms herein: Client hereby gives SBM the right to arrange for correction to mutual satisfaction, at SBM discretion, outside the scope of this contract. *Client agrees that any such damages do not constitute a failure on the part of SBM to complete their contractual responsibilities* as regards final payment.

SBM RESERVES THE RIGHT TO CANCEL ON MOVING DAY WITHOUT REFUND OF DEPOSIT SHOULD SBM DEEM CLIENT UNPREPARED AS DETAILED HEREIN. 845-352-1584

SBM: (sign:) _____ Client: (sign:) _____ Date: ___/___/___

DETAIL OF CONTRACT TERMS

SBM reserves the right to disassemble Cargo and shall be responsible to reassemble same at Address #2. Client is responsible for the disassembly and reassembly of large exercise equipment and similar items; SBM shall not be held liable for refusing to move such items otherwise. Unless SBM visually examined affected items and access prior to enacting this contract, *Client must have informed SBM of any necessity to disassemble* specific items to allow removal from Address #1 and/or entry into and within Address #2; SBM may refuse to move such items without breaching this contract if they feel the need for disassembly of such was obvious.

Client must arrange that open shelving and drawers be emptied before SBM moves any item comprised of such storage; SBM reserves the right to refuse moving such furniture if not emptied properly, and this action shall not be considered a breach of contract on the part of SBM.

Client must have any and all small items packed in containers. SBM does not provide this service and reserves the right to refuse moving such items if not properly packed prior to SBM's departure from Address #1. *Any and all containers must be clearly marked* with a single location within Address #2, using a method that will survive the moving process.

Containers must be adequate to hold contents, filled in their entirety within reason, and sealed with nothing protruding. Bags are acceptable for cloth items only. SBM shall not be held liable for damages that in their opinion directly result from weak, partially loaded or improperly sealed containers.

Additionally, SBM shall not be held liable for refusing to move such items, and reserves the right to do so. All fragile items must be properly protected from breakage and *be within stackable containers, which must be clearly marked as containing fragile items.* SBM shall not be held liable for damage of inadequately protected breakables. All appliances or electronic devices comprised of glass, including but not limited to video displays, shall be considered fragile. All light bulbs and shades shall be considered fragile.

Client is responsible that Cargo be clean. SBM will not move wet or dirty items of any kind. Client must have any small plants contained as above, and the dirt on large plant containers adequately protected from spillage. All plants shall be moved at Client's risk and Client hereby releases SBM from all liability thereupon.

Client hereby releases SBM from liability regarding damage to "knock-down" furniture meant for homeowner assembly (as these are often made of materials that cannot withstand normal moving activity), and understands that SBM does not disassemble such furniture before moving it.

At Address #2, SBM shall deliver each item comprising Cargo (containers being treated as one item) to a single location within, as directed by clear markings upon said item; If not directed this way, SBM reserves the right to deliver said item to any location therein.

DAMAGE WAIVER: Unless caused by obvious and gross negligence, *Client hereby releases SBM from any and all liability for damage to Cargo and/or Client property*, fully cognizant of the fact that there is typically such damage regardless of how much diligence is exercised to avoid it. SBM shall Exercise all due care in completing this contract *but shall not be held liable for said damage.*

SBM: (sign:) _____ Client: (sign:) _____ Date: ___/___/___

SECURITY DEPOSIT - CREDIT CARD AUTHORIZATION

In the event of a cancellation, or circumstances on the client's side, which prevent SBM from doing the job on the contracted date, I authorize SBM to charge the credit card below, the deposit sum listed above as "non-refundable security deposit".

Card Type _____ Number _____ Exp. ___/___/___ Client (Sign) _____