**Moving Services Agreement**

This Moving Services Agreement (the “Agreement”) is entered into and made effective this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ (the “Effective Date”), by and between **John and Jane Doe**, with a mailing address of 1234 Heartland Drive, Anywhere, State 12345 (the “Client”) and **Moving-Is-Us, Inc./LLC**, a *[insert state in which incorporated]* corporation *[or limited liability company if applicable]*, with a mailing address of 123 Main Street, Somewhere, State 54321 (the “Company”). The Client and the Company shall collectively hereinafter be known as the “Parties” or “Party,” as applicable.

 **WHEREAS**, the Company offers moving services and the Client desires to retain the Company to perform such services in connection with the details outlined herein;

**WHEREAS,** this Agreement is intended to outline the terms and conditions applicable to the service aspects of such business relationship between the Parties.

 **NOW, THEREFORE,** in consideration of the premises and the mutual covenants contained herein, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto covenant and agree as follows:

1. **DESCRIPTION OF SERVICES.** On *[insert date]*, between the hours of *[insert hours movers are expected to perform the services]*, the Company will use its professional knowledge and skill to pack, load into a truck and begin transport of all household and personal possessions (including, but not limited to, clothing, furniture, lawn equipment, etc.) from a location of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert street address, city, state, zip code]* to a location of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert street address, city, state, zip code]* (the “Services”).\*\*\*if the Client is not paying for the “packing” part of the services, but simply having their possessions put on the truck and moved (already packed), then remove *“to pack,”* from the above paragraph so it reads, “…knowledge and skill to load into a truck and move all household…”\*\*\* The Parties acknowledge and agree that delivery shall be made on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert date of delivery]*.
	1. **Equipment**. The Company shall provide all materials needed for the Services. These may include, but are not limited to, boxes, bubble wrap, protective coverings, boxes for hanging clothes, furniture/appliance dollies, etc.
2. **ESTIMATE**. The Company shall provide or has provided to the Client a written estimate *[binding or non-binding – explained in detail in blog content outline accompanying this contract]*, including options for insurance (discussed in further detail below) on such goods. This estimate shall include, but not be limited to, transportation, accessorial and advanced charges, and shall be signed and dated by both Parties. This estimate shall be based on a physical survey of the Client’s household goods if the Client is moving from a location within a fifty (50) mile radius of the Company’s place of business. The Parties acknowledge that any change to this estimate may only be made prior to the goods being loaded into the moving truck to protect both Parties.
3. **BILL OF LADING**. The Company shall prepare a bill of lading for the transportation of goods. This document shall also outline the acceptable method(s) of payment to the Company. The Company shall provide the Client with a copy of same before or at the time of loading the shipment. The bill of lading shall specify the terms and conditions for payment of the total charges and the maximum amount required to be paid by the Client at the time of delivery if a binding estimate has been prepared. Conversely, if a non-binding estimate has been prepared by the Company, the bill of lading will not include a final calculation of charges because such cannot be determined until the shipment is weighed.
4. **PAYMENT.** If the Company has been requested to prepare a binding estimate for the Services, the Client agrees to pay one hundred percent (100%) of the charges specified therein at the time of delivery of the goods. If the Company has been requested to prepare a non-binding estimate for the Services, the Client agrees to pay one hundred ten percent (110%) of the charges specified therein at the time of delivery of the goods. Additionally, the Client acknowledges that they are responsible to pay the charges for any services requested (*i.e.*, waiting time, an extra pickup or delivery, storage) after the contract was executed and which were not included in the estimate, not to exceed fifteen percent (15%) of all other charges due at delivery.
5. **CANCELLATION.** If the Client desires to cancel this Agreement more than three (3) days after the Effective Date, the Client shall pay to the Company a cancellation fee in the amount of $\_\_\_\_\_\_\_\_\_ *[insert amount of cancellation fee…should be substantial enough to deter individuals from canceling]*. If the cancellation is the result of the Company, any and all funds paid to the Company by the Client will be refunded to the Client within *[insert number of days]* days following cancellation by the Company.
6. **COMPANY EMPLOYEES**. The Company shall assign a sufficient number of employees (“Employee” or “Employees,” as applicable) (as determined by the Company based on the amount of items to be moved and amount of time involved), including one more senior individual to serve as a team lead, exclusively for the performance of the Services. The Company reserves the right to change any Employee assignment and substitute another Employee at any time due to illness or other emergency. Employees shall wear a uniform of navy blue shirt and navy blue pants *[or whatever other colors chosen – if Company shirts are provided, include that here]*. Employees shall be allowed a 15-minute break for every four (4) hours of work and one half hour (1/2) for a lunch break. No smoking is allowed by the Employees except in a reasonable location away from any Client door or window.
	1. **Confidentiality**. Employees may, during the performance of the Services, overhear or be privy to personal, business or propriety information in written form or discussed between individuals comprising the Client or anyone visiting or associated with the Client. Such information shall remain confidential and shall survive the termination of this Agreement.
7. **INVENTORY**. The Company shall prepare for the Client an inventory of the goods being shipped and shall list any damage or unusual wear to any items. Once prepared, both Parties shall sign each page of the inventory and retain such for comparison once the goods are delivered.
8. **LAWS AND PERMITS**. The Client acknowledges that the Company shall be limited by the rules and guidelines of a location (more specifically, apartment complex parking). Any desired flexibility of location rules and guidelines shall be subject to negotiation solely by the Client with the location management. The Company will assist the Client in making suggestions on truck movement and/or parking if expressly requested by the Client.
9. **BACKGROUND CHECK; CRIMINAL RECORD**. The Company affirms that all Employees have been fully vetted and passed a background check, along with any international, federal, state, and local searches deemed necessary. No Employees have any criminal history relating to driving offenses and/or crimes associated with the consumption of alcoholic beverages, child abuse, violence directed at children, and is not listed as a sex offender on either a federal or state-based registry. Additionally, for purposes of federal immigration law, all Employees have provided the Company with documentary evidence of identity and eligibility for employment in the United States.
10. **FORCE MAJEURE**. [Neither Party](https://www.lawinsider.com/clause/force-majeure) shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement to the extent, and for so long as, such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party including but not limited to fire; floods; embargoes; war; acts of war (whether war be declared or not); acts of terrorism; insurrections; riots; civil commotions; strikes; lockouts or other labor disturbances; military disturbances; shortage of supply; acts of God; loss or malfunction of utilities, communications or computer (software or hardware) services; or acts, omissions or delays in acting by any governmental authority or the other party. A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, (a) provide written notice to the other Party of the nature and extent of any such Force Majeure condition; and (b) use commercially reasonable efforts to remove any such causes and resume performance under this Agreement as soon as reasonably practicable.
11. **LIMIT OF LIABILITY.** In the unlikely event that the Company is unable to perform the Services due to a Force Majeure event as described above and/or if the Company is unable to secure a suitable replacement, responsibility and liability as to the Company is limited to the return of all payments received for the Services.
12. **LICENSE AND INSURANCE**. The Company shall be licensed and approved for doing business in the state, county, and/or city of the origination of Services provided. Additionally, the Company shall be responsible for the acquisition of all licenses and/or permits required through state licensing and/or the United States Department of Transportation (USDOT). If the Services provided herein involve interstate transportation of goods, the Company affirms that it is and shall be in compliance with all Federal Motor Carrier Safety Administration (FMCSA) regulations covering household goods carriers. The Company shall be insured and/or bonded as to its services. The Company acknowledges and agrees that this information may be subject to verification by the Client prior to the initiation of the Services. The Company shall cooperate fully in providing the Client with requested supporting documentation.

The Company shall maintain a policy(ies) of commercial general liability insurance with limits of liability of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate providing coverage for, among other things, professional liability and basic carrier liability coverage. All insurance required to be maintained by the Company pursuant to this Agreement shall be maintained with responsible companies qualified to do business, and in good standing, in the state of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert state of Company]* and which have a rating of at least “A-” in the most current A.M. Best’s Insurance Guide or such similar rating as may be reasonably expected. If the Company cannot or will not provide evidence of the appropriate insurance coverage within five (5) business days of the Effective Date herein, this Agreement shall terminate at that time and any funds shall be refunded to the Client within five (5) business days of termination.

1. **Moving Insurance**. As required by federal law, the Client will have the option of choosing the (i) released value/basic carrier liability (free to the Client); (ii) full replacement value protection (which must be purchased by the Client); or (iii) third-party insurance which may be purchased through the Company by the Client. The Company shall have the responsibility of explaining such insurance options to the Client in a thorough and factual manner, thus allowing the Client to choose an option at its discretion.
2. **CLAIMS**. The Client must submit any claim of lost, damaged, or destroyed items within nine (9) months from the date of delivery (or in the event of loss for the entire shipment, from the date your shipment should have been delivered). Such claim shall be submitted in writing to the Company and the Company’s insurance company or third-party company for claim processing. The Company then has thirty (30) days to acknowledge receipt of it. The Company shall then have one hundred twenty (120) days to provide the Client with a disposition. The Company may be entitled to 60-day extensions if the claim cannot be processed or disposed of within one hundred twenty (120) days.
3. **TERMINATION**. This Agreement shall terminate upon the occurrence of any of the following: (i) in the event either Party defaults in any material obligation owed to the other Party pursuant to this Agreement, then this Agreement may be terminated if the default is not cured following five (5) days’ written notice to the defaulting party and/or (ii) the Company becomes bankrupt or insolvent, or bankruptcy or insolvency proceedings are instituted against the Company and the proceeding is not dismissed within sixty (60) days of commencement.
4. **MEDIATION AND ARBITRATION**. Any dispute, claim, or controversy arising from or relating to this Agreement must exclusively be resolved first by mediation with a single mediator selected by the Parties, with such mediation to be held in \_\_\_\_\_\_\_\_\_\_\_ *[City]*, \_\_\_\_\_\_\_\_ *[State]*. If such mediation fails, then any such dispute shall be resolved by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association in effect at the time the arbitration proceeding commences, except that (a) \_\_\_\_\_\_\_ *[state of Company]* law and the Federal Arbitration Act must govern construction and effect, (b) the locale of any arbitration must be in \_\_\_\_\_\_\_\_\_\_\_ *[City]*, \_\_\_\_\_\_\_\_ *[State]*, and (c) the arbitrator must with the award provide written findings of fact and conclusions of law. Any Party may seek from a court of competent jurisdiction any provisional remedy that may be necessary to protect its rights or assets pending the selection of the arbitrator or the arbitrator’s determination of the merits of the controversy. The exercise of such arbitration rights by any Party will not preclude the exercise of any self-help remedies (including without limitation, setoff rights) or the exercise of any non-judicial foreclosure rights. An arbitration award may be entered in any court having jurisdiction.
5. **APPLICABLE LAW.** This Agreement shall be construed and governed by the law of the state of *[insert state of Company]* without regard to principles of conflicts of law
6. **MISCELLANEOUS.**
	1. **No Waiver**. The failure of a Party to require strict performance of any provision of this Agreement by the other, or the forbearance to exercise any right or remedy, shall not be construed as a waiver by such Party of any such right or remedy or preclude any other or further exercise thereof or the exercise of any other right or remedy.
	2. **Severability**. The invalidity or unenforceability of any provision of this Agreement does not affect the validity or enforceability of any other provision of this Agreement.
	3. **Entire Agreement; Amendments.** This Agreement has been freely negotiated and contains the entire understanding between the Parties for the Services outlined herein. The Parties acknowledge that they have read and understand the terms contained herein and agree to same. This Agreement supersedes all prior agreements, representations, or understanding (whether written, oral, implied, or otherwise) between the Parties. These terms may not be amended or modified, in whole or in part, except by an express written agreement between the Parties.
	4. **Headings**. The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning of any provision of this Agreement.
	5. **Counterparts; Facsimile and Electronic Signatures.** This Agreement may be executed in counterparts, all of which together shall constitute one and the same agreement. Any electronic signature shall have the full weight and authority as an original signature on this Agreement. Additionally, any signature page delivered electronically or by facsimile shall be binding to the same extent as an original signature page with regards to any agreement subject to the terms hereof or any amendment hereto.

**IN WITNESS WHEREOF, the Parties have executed this Agreement as identified below and as of the Effective Date of this Agreement.**

 **“CLIENT”**

 **JOHN DOE**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature

 **JANE DOE**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature

 **“COMPANY”**

 **MOVING-IS-US, INC./LLC**

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 Signature of Authorized Company Representative

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 Printed Name of Authorized Company Representative