

# Household Goods Moving Services Contract

## **(1) Section 1 - General Provisions.**

(A) For the purposes of this Contract, the following terms will mean:

(i) Carrier - the motor carrier/mover contracted to transport a shipment of household goods.

(ii) Shipper - the owner of the household goods shipment or his representative.

(B) Changes to the moving service contract are not valid unless agreed to in writing by the Carrier and the Shipper.

(C) Household goods carriers will transport shipments with reasonable dispatch. Reasonable dispatch requires the transportation of a shipment within the agreed period of time shown on the moving services contract, except when circumstances beyond the Carrier's control, force majeure, prevent or delay transportation.

(D) Moving services contracts must comply with all other applicable laws of the State of Ohio.

**(2) Section 2 - Cargo Liability Provisions.** The Carrier shall be liable for physical loss of or damage to any articles from external cause while being carried or held in storage-in-transit, except loss, damage, or delay caused by or resulting:

(A) From an act, omission, or order of the Shipper;

(B) From defect or inherent vice of the article, including structural integrity and susceptibility to damage because of atmospheric conditions such as temperature and humidity or changes therein.

(C) From Acts of God, including, but not limited to rain, wind, flood, hail and/or sun damage.

(D) Except in cases of negligence of the Carrier of all or any of the property herein described shall not be liable for damage to or loss of contents of pieces of furniture, crates, bundles, cartons, boxes, barrels or other containers unless such contents are open for the Carrier's inspection and then only for such articles as are specifically listed by the shipper and receipted for by the Carrier or its agent.

(E) From spoilage, deterioration, contamination, freezing, rusting, extremes of temperature, shrinkage, evaporation, loss of weight, changes in color, flavor, finish or texture unless any of them shall be caused by fire or overturn of the vehicle.

(F) From mechanical or electrical derangements of pianos, radios, phonographs, clocks, refrigerators, television or video equipment, computers and their peripheral devices, automatic washers or other instruments or appliances, unless evidenced by external damage to such equipment and unless caused by perils not otherwise excluded.

(G) The household goods Carrier is not liable for loss or damage caused by dangerous or explosive goods unless the Shipper notifies the Carrier, in writing, of the nature of the goods and the Carrier agrees, in writing, to the transportation of these goods.

### **SUBJECT, in addition to the foregoing, to the further following limitations on the Carrier's liability:**

1. The Carrier's maximum liability shall be the either actual DEPRECIATED VALUE or REPLACEMENT VALUE for loss or damage as elected by the Shipper on the face hereof, not exceeding the amount declared by the Shipper on the face hereof.

2. The Carrier shall not be liable for documents, tickets, deeds, manuscripts, blue prints, plans, specifications, or other valuable papers.

3. The Carrier shall not be liable for jewels, jewelry, gems, precious metals, gold, silver or platinum articles (including household goods such as silverware, coffee service sets, trays, candlesticks and dishes) watches, precious stones, pearls, furs or garments trimmed with fur, currency, money, bullion, bonds, notes, stock, stock certificates or other securities, accounts bills, bills of exchange, evidence of debt, credit cards, stamp-postage, stamp collections, revenue, trading-or letter or packets of letters not specifically listed on the shipping document by description and value.

4. Where replacement or total loss payment of a damaged article(s) is made by the Carrier, they at their sole option, have the right to salvage of the damaged article(s).

5. In the event of loss to any article or articles which is/are part of a set, the measure of loss to that article or articles shall apply only to the value of the piece or part that incurred the loss giving consideration to the importance of said articles, but in no event shall that loss be construed to mean loss of the total pair or set.

6. The Carrier shall not be liable for "Ready to Assemble Furniture" made of engineered wood and paper laminate finish, such as furniture manufactured by; Bush, O'sullivan, Sauder, etc., due to the inherent risk and sub-standard structural integrity of this type of furniture.

## **(3) Section 3 - Claims Provisions.**

(A) A written claim must be filed by the Shipper within 60 days of delivery of the shipment to the final destination. In case of failure to make delivery, then a written claim must be filed by the Shipper within 60 days after a reasonable time for delivery has elapsed.

(B) A household goods Carrier is not liable for any claim that is not filed within 60 days of the delivery of the shipment to the final destination. A household goods Carrier is not liable for any claim that is not filed within 60 days after a reasonable time for delivery has elapsed for shipments that were not delivered.

(C) In order for any claim to be considered, all monies due Carrier from the Shipper must be paid in full.

**(4) Section 4 - Payment Provisions.** The shipper must pay the freight charges upon delivery unless the shipper and household goods Carrier agree otherwise.

## **(5) Section 5 - Provisions for Shipments Not Delivered.**

(A) A household goods Carrier may place a shipment of household goods into storage if the shipper is not available for delivery of the goods as scheduled.

(B) The cost of such storage is the responsibility of the shipper of the household goods.

(C) A shipment of household goods placed in storage is subject to liens for storage, freight, and other lawful charges.

(D) A household goods Carrier must issue written notice of the storage of the household goods to the shipper at each address shown on the moving services contract within three days of placing the goods in storage.

(E) If the shipper refuses to accept or does not claim the household goods within 15 days of the written notice of storage, the household goods Carrier may begin the process of selling the goods at public sale.

(F) A household goods Carrier must give written notice of the public sale to the shipper at each address shown on the moving services contract.

(G) The moving services contract does not prohibit the sale of the goods under any other lawful manner if the method set out in the contract cannot be reasonably accomplished.

**(6) Section 6 - Severability Provisions.** If any term of this Contract is held by a court of competent jurisdiction to be invalid or unenforceable, then this Contract, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.