

## MTB Company Policies and Limits of Liability

MTB provides a moving system whereby we move directly door to door, providing moving and labor expertise, some handyman skills, equipment and materials at an hourly rate/pay on a what you use basis, as required and/or directed by the customer, hereinafter referred to as "you." You have the freedom to control time, by preparing and/or assisting with any part of the move, as you desire.

The following are Truck Bud, LLC's policies and limits of liability, hereinafter referred to as "MTB."

### COMPANY POLICIES

**Billing.** The customer or his representative must be present during the move and final "walk-through." Our time runs continuously from the time we arrive until the last item is in the place where you want it.

**Payment.** Customers must pay in full at completion of the job unless other arrangements are made prior to the start. We accept cash, personal checks, most credit cards and Paypal. If you wish to pay using a credit card you must inform us prior to the start of your job.

**Claims.** Any damage claims must be submitted in writing to MTB within 48 hours of your move. Unless payment is made in full as is due we are not required to answer or process a claim. It is illegal to deduct the money from the final bill to compensate yourself in the event of damage.

MTB is responsible only for repairing damaged goods to as near the condition prior to the damage occurring as possible, and these repairs will be arranged by us.

**MTB right-to-repair.** MTB reserves the right to repair or replace any damaged item(s).

**Option to compensate.** In lieu of repairing goods we have the option to compensate you by paying to you the value of the damaged goods prior to the damage occurring.

**Things with water.** Freezers/refrigerators, waterbeds and aquariums must be emptied and drained prior to the move.

**Additional work requests.** If the move requires work above and beyond the original order for services, MTB reserves the right to fulfill other obligations before completing additional work.

**Scheduling.** MTB reserves the right to reschedule the move at an agreed upon time, without liability if there is inclement weather, including, but not limited to, rain, snow, ice, etc.

We try to be as flexible as we can with scheduling. If you cancel your move with less than 48 hours notice you will be charged a \$50 nonrefundable cancellation fee. If you reschedule for another day the manager may waive the fee at his discretion. Common reasons for moving delays are: house closings, carpets, painting, floor refinishing, driveway not ready for trucks, etc. If we send a crew to your location and you are not able to move the cancellation fee charged will be based on the number of men and distance travelled.

We reserve the right to limit our work day to 12 hours. In certain cases, due to DOT hours of service rules for drivers, we may need to cut a job short or send a replacement driver to avoid violating those regulations.

**Pianos.** We do not move grand pianos or large upright pianos. In certain cases we will move the shorter "spinet" style of piano if entry/exit conditions are safe to do so. We will only move smaller pianos to the second or third floor if the crew foreman deems it a safe and reasonable undertaking. Small pianos with an extra soundboard will not be moved up/down stairs if the weight of the piano makes this an unsafe undertaking. If the piano has light weight legs (usually the front), we will not be responsible if they will not go back on if we take them off. If the customer elects to leave the legs on, we will not be responsible if damage occurs to them.

**MTB will not do anything that we feel is unsafe.** MTB will not work in unfloored attics. Ceiling damage and personal injury may result. MTB assumes no responsibility for ceilings.

**Fragile Items.** You may move your own glass, porcelain, ceramics, picture frames, mirrors, televisions, lamps, lamp shades, etc. yourself. If you wish, we will move them carefully, but will not be responsible for breakage and/or resulting damage to unpacked fragile items.

**Children and pets.** For safety reasons, small children and pets must be out of work area.

**Hazardous Materials.** MTB will not move flammables or hazardous material due to safety laws and DOT regulations.

### LIMITS OF LIABILITY

**Compensation for lost or damaged items.** MTB's liability for lost or damaged items is limited to \$.60 per pound per article unless additional insurance has been purchased by the customer.

**Deterioration.** MTB shall not be responsible for damage resulting when moving household items that have deteriorated such as, but not limited to, lamp shades, mattresses, electrical wiring, etc.

**Simulated wood furniture.** MTB will not repair or replace pressed board or simulated wood furniture. Much of the budget priced furniture today is made from a pressed wood or wood byproduct material w/ a photograph of wood grain attached. This type of material is not structurally strong. It is not repairable and we have seen it crumble from the smallest vibrations riding in a truck across town. We will move these items carefully but cannot be responsible for damage of simulated wood or pressed board furniture. These items are excluded from any and all moving insurance coverage.

**Sets.** Where an item is part of a pair, set, suite or collection of items, repair or compensation shall extend only to the proportionate part of the pair, set, suite or collection of items, regardless of any special value the damaged or lost part may have as part of such pair, etc.

**Unlisted items.** MTB shall be responsible for replacement of any lost items listed on inventory page and inspected prior to move, subject to above limits. Items not listed are not insured.

**Boxed items.** The condition of any item(s) boxed by customer (PBO/packed by owner) are not insured by MTB and are the responsibility of the customer.

**Electronics.** MTB shall in no way be responsible for the working condition of electronic equipment, grandfather clocks, or any other piece of mechanical equipment (MCU/mechanical condition unknown). MTB is not liable for internal damage to electrical goods where we have caused no external damage as some items may develop unavoidable faults no matter how carefully handled.

**Televisions.** The customer must prepare and protect their television sets either with the original boxes or other means. While MTB will transport unprepared televisions as carefully as possible, MTB shall not be liable for any damages that occur to them. Television sets protected by the customer will be covered by our insurance policies.

**Floors, walls and doors.** Liability is limited to \$50.00 for damage to floors, walls, doors, and painted surfaces. Liability limit may be raised by written agreement of both parties prior to move.

**Risky tasks.** MTB will not be responsible for damage caused by non-routine moving including but not limited to, standing pieces on end, sharp turns, over-crowded work areas, difficult stairways, snags and sharp edges in work areas and doorways, handing over balconies, railings, etc., tight squeezes, and damage caused by weather. You will be asked to sign a waiver if we agree to attempt any non-routine moving request.

**Valuables.** MTB shall not be responsible for loss or damage to accounts, bills, checks, evidence of debts, letters of credit, passports, tickets, documents, manuscripts, notes,

mechanical drawings, securities, currency, money, bullion, precious stones, jewelry, or other similar valuables, paintings, statuary, or other works of art; or property carried gratuitously or as an accommodation. The process of removing drawers must be done in the presence of the customer or their agent.

**Glass, porcelain and ceramics.** MTB shall not be responsible for damage to glass, porcelain or ceramics in any form if they are unwrapped/packaged/boxed upon MTB's arrival. We will take special care with these items, but we cannot be held liable for items that aren't ready to be moved.

**Plants and pets.** MTB shall not be responsible for plants or pets.

**Special instructions.** MTB shall not be responsible for damage to items requiring special instructions if customer fails to provide such instructions including, but not limited to, disassembly or assembly of said items and any special preparation required.

**"Customer carry."** MTB assumes no liability or responsibility for any items and cargo placed in the customer's own vehicle or in rental equipment and which MTB does not transport.

**Exceptionally heavy objects.** MTB may use dollies to move heavy objects such as but not limited to pianos, appliances, items over 300 lbs., etc. Any floor surfaces including but not limited to parquet, hardwood, ceramic, marble, entrance halls, etc. and any damage that may result to soft floors, such as, but not limited to, indentation, scuffmarks, etc., are not the responsibility of MTB.

**Appliances.** MTB cannot be responsible for the working condition of major appliances. MTB cannot be responsible for dents or scratches on major appliances. They are covered by a thin metal that has an extreme affinity to dent and scratch.

**Helping.** You may assist with any part of your move, however, you are not permitted on the back of the truck, and MTB shall not be held responsible for any injuries you may incur while assisting with the move.

**QUESTIONS? CALL 571.218.7455**

By signing this document, you acknowledge that you have read and understand the above policies and limits of liability.

\_\_\_\_\_  
Customer Name (please print)

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date