

Homegrown Moving Company Terms and Conditions

Homegrown Moving Company (HGM) is a moving company that offers a wide range of services, including packing services. The following terms and conditions will help us facilitate a successful moving process. The following terms and conditions apply to all services performed by HGM under this contract:

Your particular move was priced according to the distance and your description of your move in order to determine an accurate quote. The price is based on all of the details you gave us concerning your move. Any differences between your initial description and the reality of your move may result in a price adjustment, i.e. the move being larger than anticipated resulting in the move taking more time. We will do an initial walk thru and assessment before we begin the move to determine if any changes need to be made for your move. Payment is due upon completion of your move.

- Unfortunately we do not accept checks. For your convenience several means of payment are available: Cash (preferred method of payment), Visa, MasterCard, American Express, Discover, and Cashier's Checks. Please be aware that a credit card payment will have an additional 3% administrative fee.
- Tips for our movers are greatly appreciated based on their performance. The industry standard for tipping is 15-20% of the total cost of the move.

Our movers will move your furniture and belongings that were included in your quote. All small items must be packed in boxes or containers not weighing more than 50 pounds. Any trash bags should only be packed with soft items such as pillows, blankets or clothing and should not contain any sharp objects. Trash bags should not be used as the primary packing method.

Specific packing instructions prior to moving:

- **Lamps** must have all light bulbs and lamp shades removed.
- **Dressers, desks and any furniture with drawers** must have the contents of the drawers emptied out. We are glad to carry additional boxes with those contents. We are always trying to avoid damage of your belongings, that is why we ask that the contents be emptied out.
- **Barbecue grills** must have clean exteriors and the propane tanks and grease trays need to be removed.
- **Exercise equipment** (ellipticals, rowing machines, weight sets/dumbbells) must be packed in a reasonable manner. We are glad to move these items as long as they do not take more than 15 minutes to disassemble or 15 minutes to reassemble in your new home.
- **We do not typically move safes or pianos**, but we can put you in touch with companies that can move your piano.
- Our movers will use furniture pads and shrink wrap as needed to prevent damage to your furniture and items. If you do not have the original packaging for your flat screen TV's, we will wrap those in furniture pads and shrink wrap to protect them during transit.
- We will also wrap oversized mirrors and other items as appropriate. As your furniture is being loaded onto our moving truck, our movers will place furniture pads on your furniture in order to prevent damage.
- If you have specific items or pieces of furniture that require special handling, please let us know prior to your move so we can make prior accommodations for your item(s). Please keep in mind that the more individual pieces of furniture/items that we wrap, the more time and cost the move will take to complete.

We are not allowed to disconnect or reconnect water lines from refrigerators/ washers. We can remove your flat screen tv from a wall mounted bracket but we are not able to remove or reinstall tv wall mounts attached to the wall.

- Our movers will have tools to disassemble furniture pieces (such as beds, shelves, mirrors, etc...) as long as each item can be taken apart within ten minutes or less. They will reassemble the same items that were disassembled by us when they are moved into your new location. They will place all of your furniture and boxes in their respective rooms at your new location, based on your instruction.
- Homegrown Moving Company can pick-up/ drop-off your belongings at multiple locations, as long as this is conveyed in the initial information you provide. Please let us know ahead of time if we will be travelling to multiple locations to complete your move. Additional charges may apply.
- If for any reason any item of your belongings will not fit into a specific room at your new location or if there is a risk of damage, our movers will inform you of the situation as soon as it comes to their attention. At that time, you must make a decision whether to find an alternate location for the storage of the item or allow us to go ahead and attempt the move, releasing Homegrown Moving Company from any liability for any damage incurred as a result of the move.

Items that Homegrown Moving Company do not move include but are not limited to: pool tables, gun safes, pianos and organs, hazardous materials, liquids in glass bottles, live plants (unless packed in a base box with a plastic cover) landscaping materials, construction materials and propane tanks.

- If Homegrown Moving Company will be moving your items to a storage facility please arrive at that location and have the paperwork filled out 30 minutes prior to us arriving with the items to unload, in order to save time and money on the cost of your move.

Please contact Homegrown Moving Company by phone at 303-587-6200 or email at HGMDenver@gmail.com if any questions come up while you are preparing for your move. We understand that when you book your move, you may not always have an accurate inventory of the amount of items that will be moved, so feel free to email us a day or two before your move with an updated inventory of what we will be moving for you. We always prefer to have the most updated information prior to your move so that we can all plan for a successful move.

LIABILITY

SECTION 1. (A) HOMEGROWN MOVING (HGM) IS LIABLE FOR physical loss of, or damage to, any article from external cause while being packed, unpacked, loaded, unloaded, carried, or held in Storage-in- Transit, including breakage, if the articles are packed by the carrier and/or the breakage results from negligence of an HGM associate. HGM is liable directly to the customer for loss and damage, regardless of any cargo insurance policies the carrier may have. HGM's liability is subject to the limitations of liability described in Section 2.

Customers may include the following items in a shipment, however, HGM is not responsible for the conditions or safe delivery of:

- Coins, currency, deeds, notes, postage stamps, letters, drafts or valuable papers of any kind.
- Jewelry, precious stones or precious metals.
- Items of extraordinary value.
- Items requiring temperature control.
- Household pets
- Live plants.
- Perishable items.
- Furniture or other items made of pressboard, particle board or similar pressed material.

(B) HGM IS NOT LIABLE FOR the loss of/ damage to any article from external cause(s) while being carried or held in Storage-in-Transit, due to the following circumstances:

- a) Breakage, when items are packed by the customer, the customer's representative(s), or previous movers, unless it can be proved that the breakage resulted from negligence by the mover(s) of HGM in handling the articles.
- b) Internal damage to electronics (radios, stereos, VHS players, DC/DVD players, televisions, computers, printers scanners, etc.) when no visible damage to the external packaging or contents exists or if the item was packed by the customer or the customer's representative.
- c) Loss or damage from insects, moths, vermin, mold, fungus or bacteria within the customer's belongings or that develop therein due to conditions present before HGM picks up the customer's belongings.
- d) Loss or damage because the item was in an obvious state of disrepair at the time of shipment, provided HGM made the customer aware of the disrepair onsite.
- e) An act, omission, or order of the customer, or loss/ damage resulting from the customer's inclusion in the shipment of such articles as explosives, dangerous articles or dangerous goods.
- f) Defective design of an article, including susceptibility to damage because of atmospheric conditions such as temperature or humidity changes.
- g) Hostile or warlike action or use of any weapon of war (in time of peace or war), terrorism, insurrection, rebellion revolution, civil war, usurped power, and action taken in hindering, combating, or defending against such occurrence: a) by any government or sovereign power, or by authority maintaining or using military forces; b) by military forces; or c) by an agent of such government, power, authority or forces.
- h) Seizure, confiscation or destruction under quarantine by order of any government or public authority.
- i) Strikes, lockouts, labor disturbances, riots, civil commotions or acts of any person or persons taking part in any such occurrence or disorder.
- j) Acts of God.

HGM will not accept the following items for shipment:

- 1) Explosives.
- 2) Dangerous goods, such as propane tanks.
- 3) Property liable to damage HGM equipment or other property.

The customer assumes all liability for goods he/she leaves unattended before pickup by Homegrown Moving. The customer also assumes all liability for goods when the customer directs HGM, in writing/ day of move, to unload or deliver property at a location that will be unattended.

SECTION 2. HGM's maximum liability shall be determined based on the valuation option selected by the customer on the face of this contract.

- (A) If the customer selected **Basic Value Protection**, the HGM's maximum liability shall be the actual loss or damage not exceeding \$0.60 per pound of weight for any lost or damaged article(s).
- (B) If the customer selected **Replacement Cost Coverage with Deductible**, HGM declares the actual cash value for the belongings at a premium of \$90, up to \$10,000. This option includes a \$500 deductible paid by the customer.
- (C) The customer is responsible for any additional insurance the customer wishes to purchase.

SECTION 3. Unless specific arrangements have been authorized by this contract, HGM is not required to transport the customer's goods by any particular schedule, means, or vehicle and is not liable for delays resulting from causes other than negligence of HGM. Furthermore, in case of unforeseen circumstances which prevent the carrier from completing delivery, HGM has the right to forward the customer's property by another carrier.

SECTION 4. (A) The customer must pay all legal charges. (B) If HGM is required to refer this contract for collection of charges due to an attorney, the customer agrees to pay reasonable attorney fees and collection cost. (C) If this contract is referred to a court for resolution, the losing party shall be responsible for payment of the other party's reasonable attorney fees and court costs. (D) The customer shall be responsible to indemnify HGM against any loss or damage caused by inclusion in the shipment of explosives, dangerous articles, or dangerous goods.

SECTION 5.

(A) HGM may place a shipment into storage at the public warehouse nearest the point of destination if we are unable to make a delivery because:

1. HGM was unable to locate a customer at the address given on the bill of lading/ email/ cellular communication.
2. The customer refused or was unable to accept delivery.

3. The customer (for a shipment moving on a non-binding estimate) was unable or refused to pay up to 110 percent of the amount of the original estimate plus supplements, if any.

(B) HGM's liability as a common carrier ends with delivery to the storage facility. The shipment becomes subject to the storage facilities' liability, terms and conditions.

(C) HGM must notify the customer by every means of contact HGM has for the customer, including telephone, e-mail, and fax, and HGM must mail or deliver a written notice to the destination address advising that it was unable to make delivery and advising the customer of the name, address, e-mail address, if applicable, and telephone number of the warehouse where the shipment is stored.

(D) If the customer does not receive or claim the shipment within 30 days after the carrier mailed or delivered the written notice required in item 40(3), the shipment becomes subject to disposition by HGM in accordance with the _____ State Uniform Commercial code, Chapter 62A.7 RCW.

SECTION 6. To receive compensation for a claim for loss, damage, overcharge, injury or delay, the customer must file a written claim with Homegrown Moving within nine months after delivery. In the case of failure to make delivery, the claim must be filed within nine months after a reasonable time for delivery has elapsed. Claim must contain sufficient information to identify the property involved. A copy of the original paid transportation bill, bill of lading contract, or shipping receipt must accompany the written claim.

Thank you for taking the time to review our Terms and Conditions!