TEAM TRIANGLE MOVERS, LLC Policies & Limits of Liability

We know, it's a lot to read. But it is very important information that we want to make sure every customer understands. Over the years we have run into all kinds of people who have asked us to do all kinds of things (even if it was a bad idea and we said so at the time). When we are on the clock we work for you, and will make every effort to do what you ask. However, please be advised that certain things you may ask for come with certain risks, and we cannot be responsible for the results of these requests... So as you read this, try to put yourself in our shoes – imagine what circumstances might have motivated us to add a particular policy. These policies are for your protection as well as ours.

COMPANY POLICIES

- 1. The customer or his representative must be present during the move and final "walk-through." Our time runs continuously until all tools and equipment are back in the truck and payment is completed. Having your cash, company check, money order, or credit or debit card ready will save you time and money (we do not accept personal checks).
- 2. We require cash or money order at the time of delivery for any balance due on long-distance moves. If you wish to pay using a credit or debit card you must inform us prior to your delivery and make appropriate arrangements with our office. The delivery drivers for long-distance moves cannot process/accept any forms of payment other than cash or money order.
- 3. For local moves, you must pay in full at completion of your job. Any damage claims must be submitted in writing to our claims department within 90 days of your move. Unless payment is made in full as is due we are not required to answer or process a claim. Do not assume you may deduct the money from the final bill to compensate yourself in the event of damage. This is illegal.
- 4. We only move empty freezers/refrigerators.
- 5. We only move empty aquariums. (This means empty of water, and also empty of creatures such as lizards, turtles and snakes.)
- 6. If you have a waterbed, we will be glad to move it. However, we are not waterbed technicians. We will follow your instructions, but you must make a final inspection before our crew leaves. We will not send men out for later adjustments. If you prefer to have a waterbed company move your bed, please do so.
- 7. If the move requires work above and beyond the original order for services, TEAM TRIANGLE MOVERS, LLC reserves the right to fulfill other obligations before completing additional work.
- 8. TEAM TRIANGLE MOVERS, LLC 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.
- 9. We reserve the right to send extra men to complete a job in 8 hours on the clock (time of day, not man hours) or if a job is running past 5 p.m. The customer will be charged accordingly.
- 10. 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.
- 11. Our personnel will move your pianos, appliances, and items over 300 lbs. if indeed the work can be done safely. Unfortunately, damage may result to floor surfaces. If you wish to take this risk TEAM TRIANGLE MOVERS, LLC will not be responsible. (SEE BELOW, LIMITS of LIABILITY #16.)
- 12. We do not move large upright pianos up or down stairs. We can 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 (sometimes the nut is loose inside the piano and will turn when you try to replace the leg). If the customer elects to leave the legs on, we will not be responsible if damage occurs to them.
- 13. TEAM TRIANGLE MOVERS, LLC will not take a truck off pavement or on steep grades. TEAM TRAINGLE MOVERS, LLC will not drive a truck over freshly graveled driveways. Any time spent positioning the truck(s) or time lost due to truck(s) getting stuck will be at customer's expense. At finish of the job, the clock does not stop until our truck(s) are back on the municipal street.
- 14. 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. The fee compensates us for work lost should you not move as scheduled. 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.
- 15. TEAM TRIANGLE MOVERS, LLC will not do anything that we feel is unsafe.

- 16. TEAM TRIANGLE MOVERS, LLC will not work in unfloored attics. Ceiling damage and personal injury may result. TEAM TRIANGLE MOVERS, LLC assumes no responsibility for ceilings.
- 17. You may move your own glass, porcelain, ceramics, 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. If you wish to have fragile items packed in order that they will be covered by basic or increased insurance you will be charged for packing and materials. If you decline additional materials we will move the items but you will be asked to sign a waiver.
- 18. For safety reasons, small children and pets must be out of work area.
- 19. We are often asked to perform tasks that border on the impossible. TEAM TRIANGLE MOVERS, LLC will not be responsible for damage caused by non-routine moving including but not limited to, standing pieces on end, sharp turns, overcrowded 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 a move that we deem unsafe or unreasonable.
- 20. TEAM TRIANGLE MOVERS, LLC will move no flammables or hazardous material due to safety laws and DOT regulations.

As you prepare for your residential move or commercial move, there are some things you should be prepared to move yourself or leave behind. *Moving companies are not legally permitted to transport any hazardous materials!* This includes items that are **flammable**, **corrosive** or **combustible**. What does this mean for you? If you have a gas barbeque grill you will need to disconnect the tank and take it with you or the grill stays where it is. Your lawnmower and other power lawn tools must be emptied of fuel or they do not go on the truck. You should also be sure to disconnect gas hookups for grills, dryers, water heaters and anything else that you plan to have your movers take; moving companies cannot handle gas connections.

Non-allowable items include: Sterno, Fire Extinguishers, Household Batteries, Matches, Aerosols, Chemistry Sets, Kerosene, Cleaning Solvents, Darkroom Chemicals, Gasoline, Ammonia, Pool Chemicals, Propane/Propane Tanks, Nail Polish, Nail Polish Remover, Motor Oil, Fireworks, Car Batteries, Charcoal, Charcoal Lighter, Liquid Bleach, Fertilizer, Paints (latex & oil-based), Paint Thinner, Pesticides, Firearms, Ammunition, Poisons (such as weed killer), Lamp Oils, Fuels.

Customers must make other arrangements to transport these items.

- **If you ship any of these goods without our knowledge, you immediately void any and all liability by our company for any and all loss or damages, and you will be held responsible for any damages, fines, warehousing costs, and delays incurred by our company resulting from the transport of these materials.
- 21. When moving household items, TEAM TRIANGLE MOVERS, LLC has found deterioration occurs over time due to age/heat/dry rotting. Mattresses lump and disfigure upon disturbing, lamp shades and wiring also become brittle and rotten. If you wish, we will move them carefully, but will not be responsible for damage of deteriorated items.
- 22. Simulated wood products and pressed board have poor structural integrity which does not lend itself to moving or repair. We will move these items carefully but cannot be responsible for damage of simulated wood or pressed board furniture. These items only provide minimal protection that is considerably less than the average value of household goods. Maximum liability will be 60 cents per pound based upon the weight of any lost or damaged items, regardless of its actual value. Example, damage to your refrigerator weighing 400 pounds would result in a maximum claim of \$240 are excluded from any and all moving insurance coverage.

LIMITS OF LIABILITY

- 1. TEAM TRIANGLE MOVERS, LLC liability for lost or damaged items is limited to \$.60 per pound per article unless additional insurance has been purchased by the customer.
- 2. TEAM TRIANGLE MOVERS, LLC 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.
- 3. The condition of any item(s) boxed by customer (PBO/packed by owner) and not inspected prior to move are not insured by TEAM TRIANGLE MOVERS, LLC and is the responsibility of the customer.
- 4. TEAM TRIANGLE MOVERS, LLC 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). Damage to cabinets and surfaces of such equipment will be treated as stated in condition #1 above unless additional insurance with appropriate add-on coverage (i.e. electrical and mechanical) has been purchased.
- 5. 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.
- 6. The right is reserved by TEAM TRIANGLE MOVERS, LLC to repair or replace any damaged item(s).

- 7. TEAM TRIANGLE MOVERS, LLC 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.
- 8. TEAM TRIANGLE MOVERS, LLC 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.
- 9. TEAM TRIANGLE MOVERS, LLC 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.
- 10. TEAM TRIANGLE MOVERS, LLC shall not be responsible for glass in any form or damage resulting from glass breakage unless special packaging has been purchased. This applies to porcelain and ceramic items, also.
- 11. TEAM TRIANGLE MOVERS, LLC shall not be responsible for plants or pets.
- 12. TEAM TRAINGLE MOVERS, LLC may use dollies to facilitate removal or placement of appliances, etc., and damage that may result to soft floors, such as, but not limited to, indentation, scuff marks, etc., are not the responsibility of TEAM TRIANGLE MOVERS, LLC
- 13. TEAM TRIANGLE MOVERS, LLC shall not be responsible for damage to waterbeds or any subsequent damage. We claim no expertise as waterbed technicians.
- 14. TEAM TRIANGLE MOVERS, LLC 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.
- 15. TEAM TRIANGLE MOVERS, LLC assumes no liability or responsibility for any items and cargo placed in the customer's own vehicle or in rental equipment and which TEAM TRIANGLE MOVERS, LLC does not transport.
- 16. TEAM TRIANGLE MOVERS, LLC 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 Elephant Moving Inc. If floor can be pulled by thumbnail, we are not responsible for damage. TEAM TRIANGLE MOVERS, LLC may use water or soapy water to facilitate removal or placement of appliances.
- 17. Any damage caused by incomplete floor areas, such as, but not limited to, subsequent damage to ceilings, will not be the responsibility of TEAM TRIANGLE MOVERS, LLC.
- 18. TEAM TRIANGLE MOVERS, LLC will not connect washer/dryer, or ice makers. You or your representative must check or accept any plumbing connections. Any assistance we give is as a courtesy only. Water and drain connections are the responsibility of the user. WE ARE NOT PLUMBERS.
- 19. TEAM TRIANGLE MOVERS, LLC cannot be responsible for the working condition of major appliances.
- 20. TEAM TRIANGLE MOVERS, LLC 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.
- 21. TEAM TRIANGLE MOVERS, LLC 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. Some of the wood grain look is simply paper and some is very thin plastic material like on lower end kitchen cabinets. This type of material is not structurally strong, especially if it has screws, since the screw threads have no real grain to imbed into, just crumbly pressed wood chips held together by some binding agent. It is not repairable and we have seen it crumble from the smallest vibrations riding in a truck across town. Do not EVEN ask us to repair or replace this type of furniture! We will do our best to move it successfully for you. This type of furniture is only subject to provide minimal protection that is considerably less than the average value of household goods. Maximum liability will be 60 cents per pound based upon the weight of any lost or damaged items, regardless of its actual value.

QUESTIONS? CALL 919-948-8497

TEAM TRIANGLE MOVERS, LLC CARY NC, 27518

Customer signature	 Date:	//	/