

Upscale Movers' Full Terms of Service

Pricing:

1. HOURLY ESTIMATES: Our hourly estimates are charged on a per-man, per-hour basis. Under no circumstances are estimated costs, whether via telephone or on site, intended as a guarantee of the total costs for completed work.
2. DAILY JOB MINIMUMS: There is a 4 hour minimum per day on hourly services unless otherwise stated. Any time after the declared minimum is prorated in 15 minute increments, billed as used.
3. ADDITIONAL INVENTORY & LABOR TIME: Over-the-phone estimates are dependent on customer inventory disclosure. Failure to properly disclose inventory will result in an inaccurate estimate. Upscale Movers reserves the right to refuse to move additional undisclosed inventory to preserve other customer ETAs and schedule limitations.
4. **Please note**: your crew will arrive with the equipment and materials necessary to move the items disclosed. If additional inventory is added and Upscale Movers agrees to move the additional inventory, certain equipment and materials necessary to properly move those items may not be available. In these instances, Upscale Movers will not be held liable for any damages to these items or to other items/property as a result of these items being moved.
5. SPECIALTY ITEMS: Specialty items including, but not limited to, treadmills and other workout equipment, pianos, safes, fireproof cabinets, goals, grandfather clocks, mechanical adjustable beds, water beds, gas appliances, pool tables, etc. must be disclosed prior to your move. These items may require special equipment, specific preparation, or disassembly by the manufacturer and may also incur an additional fee based on the item size and weight as well as the move scope (i.e. stairs, switchback turns, walk around basements, etc.).
6. ADD-ON SERVICES: Upscale Movers provides some services, such as specialty items or packing, as a bundled rate with your move. These rates are dependent on fulfillment of the entire bundle of services. If portions of the bundled service are requested separately, each will be priced at the standard rate.
7. DISASSEMBLY & REASSEMBLY: We offer disassembly and reassembly at no extra charge. Customers will continue to be billed at the agreed-upon hourly rate. Movers have the standard of bringing a basic hand tool set. Our movers do not bring power tools. If any power tools or specific tools are necessary, the customer is responsible for the disassembly of the items prior to the move. This service does not extend to dismounting/mounting of TVs. It is the customer's responsibility to prepare TVs to be moved prior to the crew's arrival.
8. **Please note**: Upscale Movers is not responsible for reassembly of items which our movers did not disassemble. For safety reasons, Upscale Movers will not reassemble cribs.

9. PACKING MATERIALS: Packing materials are sold separately from the packing service. Materials will be counted and added at the end. Packing materials are subject to sales tax.

10. STORAGE / CONTAINER SIZES: The customer is responsible for booking his or her own third party storage unit(s) or container(s) when needed. Upscale Movers is not liable for determining the size of storage or container necessary or for any items that do not fit within the provided space. If requested, Upscale Movers will give an estimated size of storage unit needed to the best of our ability after on-site viewing of job, but ultimately it is the customer's responsibility to ensure there is enough storage space for the move.

11. LONG DISTANCE MOVE OPTIONS: When opting for Dedicated Truck Service for your long distance move, these moves are truck-specific. Upscale Movers will provide our best estimate for the number of trucks needed to complete your move in full. Long distance moving estimates are also based on specific dates and times for pick-up and delivery.

Booking:

1. MOVE DETAILS: It is the customer's responsibility to ensure that all information given regarding the move is accurate, including but not limited to name, contact information, move date, time preference, and addresses.

2. AVAILABILITY: Moves are booked on a first come first served basis. Availability is determined when you receive your estimate. However, if there is a delay in accepting the estimate, a signature on the estimate will not automatically guarantee booking.

Estimated Times of Arrival:

1. DEADLINES, RESTRICTIONS, & PREFERENCES: ETAs are set 1-2 days prior to the move date. It is the customer's responsibility to inform Upscale Movers of any deadlines, restrictions, or time preferences.

2. ARRIVAL WINDOWS: Upscale Movers provides arrival windows, not specific arrival times. This is to account for DOT inspections, maintenance, traffic delays, etc. When multiple jobs are assigned to one crew, ETAs are also based on the estimated move durations of any moves/deliveries prior to your own. Moving involves many variables—some unforeseen. Upscale Movers will do everything in its power to arrive within the estimated time frame, but arrival windows are not guaranteed.

Deposits:

1. Unless otherwise stated, a deposit is required to schedule your move. This deposit is applied towards your move total, not in addition to. We must have a deposit before dispatching your crew.

2. LOCAL MOVES: Local moves require a deposit of 25%. For moves scheduled Monday - Thursday, this deposit is fully refundable as long as your move is cancelled or rescheduled before close of business (6pm) at least 5 days prior to your move date. For moves scheduled Friday – Sunday, this deposit is fully refundable as long as your move is cancelled or rescheduled before close of business (6pm) at least 7 days prior to your move date.

3. SAME DAY BOOKINGS: Moves/deliveries that are scheduled on the same day as your move require the minimum amount be paid up front as a deposit. Once your crew has been dispatched, this payment is non-refundable should you choose to cancel.

4. LONG DISTANCE MOVES: In the case of long distance moves, a 50% deposit will be taken 7 days prior to your move date. This deposit is fully refundable as long as your move is cancelled or rescheduled before close of business (6pm) at least 7 days prior to your move date.

Cancellation and Rescheduling:

1. CANCELLATION AND RESCHEDULING: If the customer chooses to cancel or reschedule a booked move and does not contact Upscale Movers via email at upscalemoversusa@gmail.com within the time frames listed above, the customer will either (a) forfeit their deposit if paid or (b) be charged a cancellation fee equal to the deposit if an exception was allowed and the deposit was not yet paid.

2. SAME DAY CANCELLATION AND RESCHEDULING: If the customer chooses to cancel or reschedule a move on the scheduled move date, the customer will be charged the remaining job minimum or 50% of the estimated move total, whichever is greater. Notice given after 5pm the day before your scheduled move are considered to be same-day.

3. CANCELLATION AND RESCHEDULING APPEAL: Cancellation or rescheduling can sometimes occur due to circumstances out of the customer's control. Upscale Movers will evaluate these circumstances on a case-by-case basis. These cases must be submitted to Upscale Movers in writing via email.

Payment:

1. ACCEPTED PAYMENT FORMS: All deliveries are COD and methods of payment accepted for COD are cash, check, and Venmo. Any checks that are returned will be subject to a \$50 penalty. Move jobs – Accepted forms of payment are ACH, check and credit card paid directly through invoice payment link.

2. PAYMENT DUE DATE: All balances must be paid in full via check to the project manager/lead mover by check or via payment link on invoice at the end of the move unless other arrangements are made with us when the work was scheduled prior to the move date.

3. LATE PAYMENTS: If payment is not received in full after the initial ten days after the date of service:

4. For invoices up to \$1000.00: the customer will be billed an additional \$50.00 per day up to ten days, a maximum of \$500.00.

5. For invoices in excess of \$1000.00: the customer will be billed an additional \$100.00 per day up to ten days, totaling \$1,000.00. The twentieth day of non-payment will incur a fee equal to the invoice total less \$1,000.00 bringing the total fees equal to the cost of the final invoice.
6. After twenty days of non-payment, the customer will be taken to small claims court, and/or the debt will be turned over to a collection agency.

Moving Day Protocols:

1. INCLEMENT WEATHER: Upscale Movers has the right to reschedule a move due to inclement weather conditions. If the weather is not a danger to the movers and the customer wishes to proceed with the move, Upscale Movers will not be held liable for job delays, and the customer will be responsible for the entire duration of the move. Upscale Movers will not be liable for damages or inaccessibility due to weather conditions including but not limited to rain, snow, ice, or mud.
2. TRAVELING DELAYS: Upscale Movers is not responsible for delays due to traffic, highway obstruction, faulty or impassable highways, or lack of capacity of any highway, bridge, or ferry.
3. CUSTOMER AVAILABILITY: We require that the customer, or someone appointed by the customer, be present throughout the move to be available for any consultation that our moving specialists might require. If the customer chooses to designate a representative, Upscale Movers will treat that representative as if they hold a limited power of attorney. That representative's direction, instructions, decisions, and signatures will be considered as if he or she is the contractual customer. If the customer is not available, Upscale Movers reserves the right to cancel or reschedule the move and the customer will be charged a same day cancellation/rescheduling fee as noted above. Should the customer request that we work in his/her absence, Upscale Movers will hold zero liability for the entirety of the service, including but not limited to job delays and extensions, items left at origin, misplaced items, or missing items.
4. ADDITIONAL MOVERS: Upscale Movers reserves the right to provide and charge for additional movers. Any additional movers will be charged for at a rate equal to or less than the rate per mover provided in the moving estimate.
5. START/END TIME: The move start time will begin when movers start truck to drive to job site and ends when truck is returned to location of pick-up.
6. UNABLE TO CONTACT CUSTOMER: If the customer is not able to be contacted up to one hour after the crew arrives, the customer will be charged a same day cancellation fee as noted above. In the event that the customer makes contact after the crew has departed and requests that Upscale Movers returns, the customer will be charged for the duration of the delay as well as a duplicate travel fee for the return but will not be charged a same day cancellation fee.

7. PARKING AVAILABILITY/OFF-ROADING: Upscale Movers is not responsible for any delays due to parking availability. Upscale Movers will NOT drive box trucks on any surface other than pavement (i.e. grass, dirt, gravel, etc.). If your locations cannot be accessed via paved roads, your move may require a much greater walking distance. Any delays incurred while attempting to find a proper parking space and/or delays resulting from a greater walking distance to the nearest available parking space are the customer's responsibility, and the billable time will continue. If the customer requests that the truck be taken on any surface other than pavement, any incurred charges (towing, etc.) will be the customer's responsibility.

8. PATH OBSTRUCTION: The customer is responsible for providing a clear path for the movers prior to arrival. Any obstruction including but not limited to: snow, clutter, parked vehicles, etc., must be removed. If a clear path is not established prior to the movers' arrival, the customer will be required to pay the hourly rate until the pathway is unobstructed.

9. MOVE PREPAREDNESS: Should a customer's job be delayed/extended due to a fault of the customer, including but not limited to: not fully packed, unprepared to move, customer not available, etc., the customer will be responsible for paying for the full move, including the duration of the delay. Upscale Movers also reserves the right to cancel or reschedule the move, and the customer will be charged a same day cancellation/rescheduling fee as noted above.

10. REFUSAL OF SERVICE: Upscale Movers has the right to refuse partial or complete service for the following but not limited to: rodents, insects, debris, trash, urine/feces, any condition that is hazardous or a health risk to our movers, illegal activity, overall uncleanliness of the property, or abusive or disrespectful treatment of the movers by any person on the premises. Movers have the right to document these liabilities or hazards in the form of photographs and/or video and share this with administration. In the event of a cancellation due to these circumstances, the customer will be charged a same day cancellation fee as noted above.

11. JOB EXTENSIONS & DELAYS: Jobs can take longer due to a variety of factors such as customer unpreparedness, elevator delays or malfunctions, multiple dis/reassemblies, long walks, other factors listed above, and other such delays. Upscale Movers is not liable for these variables. If the customer believes a delay to be the fault of Upscale Movers, he or she must bring this to the attention of the crew lead and/or operations manager during the move or at the time of billing. Upscale Movers will only compensate up to 1/2 hr. for time related issues reported after billing is complete.

12. LOAD-ONLY JOBS (customer provides truck or container): Upscale Movers does not provide any reusable materials or equipment that will be loaded including, but not limited to protective blankets/pads, tie downs, or straps. It is the customer's responsibility to provide these items. If the customer does not provide protective blankets/pads and Upscale Movers has to provide, customer will be charged full price for each blanket/pad provided.

13. UNLOAD-ONLY JOBS (customer provides truck or container): Upscale Movers has the standard of unloading the customer's belongings in whatever condition they were loaded. If the items were not wrapped with protective blankets/pads, items will be unloaded without proper

protection and Upscale Movers will not be held liable for any damages. Customer may request items be wrapped prior to unload. However, Upscale Movers will not be held liable for any job extensions or delays.

14. WHEN STORING ITEMS: It is the customer's responsibility to provide protective blankets/pads for items going into storage whether a storage unit or container. If the customer does not provide protective blankets/pads, the items will: (a) be loaded into storage unprotected and Upscale Movers will not be liable for damages or (b) be wrapped in protective blankets/pads provided by Upscale Movers at the customer's request. Charges for any materials used will apply.

15. ORIGIN & DESTINATION WALKTHROUGHS: Upscale Movers will not be responsible for items left behind, either at the origin address or on the truck. Make sure you do a walk through once loading is complete before letting the movers proceed to the destination: check your closets, drawers, attic, and outside. Customers are responsible for walking through the entire property at every pickup or drop off location to make sure that items are either loaded or unloaded before the movers can leave with payment.

16. CARE, CUSTODY, & CONTROL: Upscale Movers is not liable for any goods once out of their care, custody or control, including but not limited to: items placed in a storage facility, rental truck, or shipping container.

17. EXCLUSIVE LABOR: The customer may not hire his or her movers to perform moving work outside of Upscale Movers.

General Liability:

1. NORMAL WEAR & TEAR: Upscale Movers is not responsible for normal wear and tear on your residence resulting from moving items.

2. DRIVEWAYS & SIDEWALKS: Under no circumstances will Upscale Movers be liable for cracking, crumbling or breakage of concrete approaches, such as driveways and sidewalks.

3. LANDSCAPING: If your move requires that Upscale Movers park or walk through your yard, Upscale Movers will not be liable for any damage to your lawn or landscaping. Upscale Movers will not be liable for low hanging tree branches obstructing or above the customer's driveway.

Items Not Moved or Moved with Zero Liability:

1. LIQUIDS, AEROSOLS, COMBUSTIBLES: Upscale Movers will not be liable for Items that are forbidden to transport. Examples include but are not limited to: fuels, combustibles, corrosives, cleaning supplies, aerosols, flammables, candles, explosives, ammunition, weapons, propane tanks, spray or canned paint, fishing bait, perishable items, open liquor, or any item that might inherently damage the shipment.

2. REMAINS: Upscale Movers will not transport deceased remains.
3. LIVING CREATURES: Upscale Movers will not transport pets, livestock or any living creatures, caged or uncaged.
4. PLANTS: Upscale Movers cannot transport plants across state lines. At the driver's discretion, plants can be moved within the state with no liability accepted. Upscale Movers will not be held liable for soiling of other items due to moving plants. The customer will be responsible for knowing USAD regulations for moving plants across state lines.
5. CEMENT/STONE: Upscale Movers is not liable for any cement/stone-based furniture or statuary, including but not limited to birdbaths, fountains, etc., pottery, or ceramics which could break, crack, or separate due to vibrations in transit during the move.
6. NATURAL MATERIALS: Upscale Movers is not liable for items made exclusive of, or a composite of, natural materials including, but not limited to marble, slate, granite, and stone.
7. PARTICLE BOARD/READY-TO-ASSEMBLE: Upscale Movers is not liable for damages to items made of plywood/particle board or any ready-to-assemble furniture, i.e., IKEA.
8. SMALL, LOOSE ITEMS: Upscale Movers requires all small loose items to be packed by the customer or a moving specialist. Loose items include, but are not limited to: items in jewelry boxes, dressers, bureaus, items on counter tops, dresser tops, or bookshelves, items in cabinets or drawers, toys, DVDs/CDs, etc. If these items are not securely packed, Upscale Movers reserves the right to refuse to move these items. Upscale Movers is not liable for the loss of or any damage incurred to small loose items. Any small valuable items including but not limited to jewelry, small electronics, guns, currency, credit cards, drugs, and medication need to be moved prior to our movers arriving at the pickup location. Upscale Movers will not be held responsible for these items.
9. FRAGILE ELECTRONICS: Fragile electronics including but not limited to television sets, stereos, and computers must be boxed prior to moving. At the driver's discretion, these unboxed items can be moved for you with no liability accepted.
10. CASH EQUIVALENTS: Upscale Movers will not transport stocks, bonds, cash letters, food stamps, postage stamps, traveler's checks, lottery tickets, money orders, bond coupons, cashier's checks, bearer bonds, etc.
11. COLLECTOR'S ITEMS: Upscale Movers will not be liable for collector's items such as coins, stamps, sports cards, souvenirs, and memorabilia.
12. DRUGS (ILLEGAL OR PRESCRIPTION) / CONTRABAND – Upscale Movers will not transport drugs (illegal or prescription) and/or contraband. If a customer packs drugs and or contraband

and has Upscale Movers move it without knowledge, the customer agrees to take full legal responsibility and will be held liable for any costs incurred and/or ramifications, i.e., attorney fees, fines, etc. in full without exception.

13. PERISHABLES: Upscale Movers will not move perishable items including, but not limited to, frozen or refrigerated foods, plants, and produce.

14. ITEMS PACKED BY CUSTOMER: Upscale Movers will not be liable for items not packed by Upscale Movers. Customers are responsible for the internal contents of the box.

15. ITEMS HANDLED BY CUSTOMER: Upscale Movers will not be liable for items loaded/unloaded by owner. Packing, loading, transporting and unloading certain property creates certain risks to your property and yourself. If anyone other than an employee of Upscale Movers assists in the loading or unloading of household objects, all liability will be waived.

16. PLUMBING & ELECTRICAL: Upscale Movers will not be liable for disconnecting electric, water, and gas. At the customer's request, Upscale Movers will disconnect simple electrical items including but not limited to: Refrigerators, washing machine, toaster, etc. Upscale Movers will not accept responsibility for loss or damage resulting from leaky valves, broken lines, faulty connections, corrosion, electrical malfunction, etc.

17. PROFESSIONAL MOVER ADVICE: Upscale Movers is not liable for any damage to property or belongings of the customer when items are moved contrary to movers' advice.

18. PRE-EXISTING DAMAGES: Upscale Movers will not be liable for any pre-existing damages to the customer's goods and/or property.

Items Moved with Specific Requirements or Limited Liability:

1. SPECIALTY ITEMS: In the absence of prior disclosure and professional preparation, Upscale Movers will not be liable for specialty items (examples listed above within "Pricing" section). A qualified person should prepare these items prior to relocation. Upscale Movers reserves the right to refuse to move these items.

2. CERTAIN ASSEMBLED FURNITURE: Furniture, such as computer desks, entertainment centers, some bookcases, etc., should be dismantled in order to properly relocate them. If you request that we move these items assembled, Upscale Movers will not be liable for any damage.

3. CERTAIN UNPACKED ITEMS: Mirrors, lamps, pictures, artwork, glass tops/shelves, marble tops/shelves, and other fragile items need to be appropriately packed by the customer or by Upscale Movers for an extra fee (packing materials). If these items are unpacked, Upscale Movers will not be held liable for any damages.

4. ELECTRONIC & APPLIANCE FUNCTIONALITY: In the absence of any external or recognizable damage, Upscale Movers is not liable for electronic & mechanical performance of household goods shipped, including but not limited to: TV's, refrigerators, freezers, stereos, computers, television sets, stereos, phonographs, washers, and dryers, etc. These devices often fail for other reasons than transportation or from normal vibrations inherent to transportation. as Upscale Movers has no way of knowing the internal working condition of these items, claims of responsibility will be limited to external condition. Proper servicing and after care is the customer's responsibility.

Packing Waiver:

Upscale Movers offers professional, in-home packing services. If you have chosen to pack your own breakables, electronics, and other belongings into boxes independently, you, therefore, agree to take responsibility for those items. In the event your belongings are broken or damaged due to improper packing, you agree to not hold Upscale Movers responsible and relinquish your rights to sue, slander, or be compensated by them. While not likely, imperfect or unexpected road conditions may cause some turbulence within the truck. Items not properly packed in boxes can be damaged or displaced while in-transit. If you have chosen to do your own packing in lieu of this knowledge, you take full responsibility for the items not professionally packed by Upscale Movers.

Upscale Movers gladly accommodates customers who choose to pack their own valuables, electronic, or other items. Upscale Movers does inform its customers that it is advisable to have their items packed by professionals. Upscale Movers agrees to load non-professionally pre-packed items but cannot be held responsible if they are damaged or broken upon arrival to the destination.

Claims Valuation:

Released value coverage at \$0.60 per lb. per item is provided at no additional cost. Weight is determined by the AMSA Table of Weights unless product specifications can be verified. Other insurance options are recommended and available at an additional cost upon request as shown in the estimate. Any items with a value exceeding \$100/lb. must be specifically noted in inventory prior to moving.

It is solely the customer's responsibility to inspect and indicate damaged or missing items at time of delivery. Valuation of claim will be based on those indications subject to the limitations of liability as described in this document.

In the event of claims for damaged property, the following procedure must be followed:

- Invoices must be paid in full prior to submitting a claim, or the claim will not be processed.
- If Upscale Movers is found to be responsible for the damage or loss claimed, Upscale Movers reserves the right to select from the following options:

- Repair the item(s) to the extent necessary to restore to the same condition immediately prior to moving
- Replace the item(s) with item(s) of a similar nature
- Make a monetary settlement for the Actual Cash Value of the item(s) immediately prior to moving
- If the customer has agreed to Released Value Coverage:
- Repair the item(s) to the extent necessary to restore to the same condition immediately prior to moving
- Replace the item(s) with item(s) of a similar nature
- Make a monetary settlement for the Actual Cash Value of the item(s) immediately prior to moving
- Make a monetary settlement for \$0.60/lb., based on the weight of the item
- If the item(s) is/are repairable, Upscale Movers reserves the right to select the vendor(s) who will subsequently make the repairs. This also includes structural damage to property such as walls, doors, flooring, etc. If the customer repairs, replaces, or discards the item(s) and or structural damage before a claim is submitted and/or thoroughly evaluated with a response, Upscale Movers is not liable for any charges incurred to the customer and the customer has voided their right to a claim.
- Wood Floors: In the event that wood floors are damaged as a result of moving and the customer purchased and utilized wood floor protection, Upscale Movers will pay to repair or replace the local area damaged to the extent necessary to restore it to the same condition it was in prior to services. Upscale Movers will not pay to resurface or refinish the entire floor and does not guarantee an exact match with any original pre-services finish. In addition, Upscale Movers will only offer the reasonable market rate, in its sole discretion, for repair of the local area that was damaged.
- Handrails, Walls, Doors, and Drywall: Upscale Movers may, but shall not be required to, assume liability for damages that Upscale Movers determines, in its sole discretion, constitutes significant damage to handrails, walls, doors, and/or drywall. In such case, Upscale Movers will, at its option, either: 1. Repair the damage to the extent necessary to restore it to the same condition prior to receipt of services; or 2. Pay for the cost of such repairs based on a reasonable market rate for such services, as determined by Upscale Movers in its sole discretion.
- Upscale Movers cannot be held responsible for matching or providing paint or stain for damage repairs.
- In the event of loss, Upscale Movers will make every attempt to locate and return lost items. Should lost items not be located, Upscale Movers will fully cooperate with the customer to recover these items. Upscale Movers is not liable for items that the customer believes are missing that cannot be shown to have been in the care, custody or control of Upscale Movers.
- Should the customer choose to employ multiple moving service providers over the duration of their move, any claims for damages must be documented with a time stamp immediately following services rendered by Upscale Movers and prior to the start of services rendered by other companies.
- If Upscale Movers is determined not responsible for the damage or loss, the claim will be denied.

Notice:

All customers of Upscale Movers agree to the terms and conditions laid forth hereinabove. Customers understand that by accepting an estimate or making a reservation, you are entering into a contract with Upscale Movers to perform the work. Any violation of the terms and conditions, on the part of the customer, voids all liability held by Upscale Movers. This agreement shall be governed, interpreted, and construed according to the law of the State of CT. In event of any litigation or legal action arising out of services rendered by or on behalf of this company, the customer specifically agrees that all actions shall be instituted in and that the venue shall be Sharon/Salisbury, CT. All collection fees and all legal fees will be incurred by the customer. Customers agree to the aforementioned penalties and fees associated with cancellation and rescheduling. Should a cancellation or rescheduling fee be incurred, customers authorize Upscale Movers to collect all charges incurred for the move. Customers waive their right to dispute any charges incurred, except in the case of a clerical error or mistaken charge.