



## Marbury Movers Terms of Service for Hourly Rate

By accepting this job (visit) on specified date, the Customer and Marbury Movers (Moving Labor Company), hereby agree that Moving Labor Company will provide moving labor services to Customer in accordance with the terms set forth below:

- 1) **SERVICES:** Customer hires Moving Labor Company to provide labor services to include load/unload, pack/unpack, assembly/disassembly, or driving of Customer's truck, services in accordance with these terms:
  - a) Location – Moving Labor Company will load/unload Customer's possessions, furniture, appliances and goods (herein "property") from: Current Address specified by Customer
  - b) Timing – Moving Labor Company will begin rendering services on the date specified in the booking site and will complete services by the specified date.
  - c) Services – Moving Labor Company will load all Customer's possessions from Customer's current address into their rented vehicle, will follow customer to Customer's destination address, and will unload all Customer's possessions at their destination address.
  - d) The following services and restrictions will apply:
    - i) Moving Labor Company will not provide packing services, unless otherwise noted in the booking site. Customer is obligated to pack Customer's property into appropriate boxes and other containers.
    - ii) Moving Labor Company will disassemble and reassemble furniture as is appropriate (for an additional fee).
    - iii) Moving Labor Company will unload Customer's property into specific rooms at Customer's direction.
    - iv) Moving Labor Company will use two (2) laborers during the loading and unloading phases, unless otherwise noted in the booking request.
- 2) **PAYMENT:** Customer agrees to pay Moving Labor Company in accordance with these terms:
- 3) **Hourly Rate** – Customer will pay the Moving Labor Company base hourly rate during the packing, loading and unloading phases. Customer will pay the Moving Labor Company



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for driving time, when this service is requested. The hourly rate applies to all laborers at once and not to each individual laborer.

- a) Other Costs - Customer will not pay per mile. Customer will not pay for gas costs. Customer will supply their own moving supplies. Customer will pay the base hourly rate for any waiting time caused by Customer's tardiness, travel time, and if the Customer's estimate of items to be moved exceeds the two-hour minimum.
- b) Minimum Price – Customer will pay a minimum price for 2 hours and 2 laborers at the base hourly rate, no matter the amount Moving Labor Company might earn under the terms of this Agreement.
- c) Time of Payment – Customer will pay Moving Labor Company a deposit payment of \$100 or 50% upon acceptance of the quote/job. Customer will pay the remaining balance on the day of the move. The deposit becomes non-refundable if the appointment is cancelled without proper notice.

#### 4) DAMAGES IN THE EVENT OF BREACH OF CONTRACT OR NEGLIGENCE:

- a) In the event Moving Labor Company does not provide services to Customer, Moving Labor Company may provide a partial refund of deposit.
- b) In the event Moving Labor Company's negligence causes damage to Customer's possessions or real property, Moving Company may offer Customer an additional discount on services or you may book with insurance under our provider. We do not do repairs. If repair is required you may submit a claim for reimbursement to [contact@marburymovers.com](mailto:contact@marburymovers.com). Please include your name, date of move, job number, item (property) damaged, pictures, written estimate and paid receipt from a licensed contractor or other professional. We only reimburse or discount a portion of the damage or based upon insurance specifications.
- c) In the event Customer does not pay in full, Moving Labor Company may pursue remedies against Customer as provided by this Agreement.
- d) *Release/Waiver of Liability:* Customer expressly acknowledges and agrees that we are **Moving Labor only** company and are not required to be bonded or insured. Therefore, by contracting our service Customer acknowledges that they are conducting a self-move utilizing our labor only services, Customer agrees to protect their belongings and property from possible damage and understands the risk involved in using a labor only service provider. Therefore, Customer hereby waives and releases Moving Labor Company.



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### 5) HAZARDOUS CONDITIONS OR ITEMS:

- a) Moving Labor Company reserves the right to refuse moving services when conditions or items are unsafe, hazardous, or unhealthful. The most common examples of these conditions or items that have been declared unsafe include, but are not restricted to:
  - i) Hazardous conditions: mold contamination, bug infestation, urine/feces, unsafe access (rusted stairs), customer under the influence of narcotics or alcohol, aggressive disputes (e.g. husband/wife, landlord/tenant), hoarders, etc.
  - ii) Hazardous items: chemicals, ammunition, fireworks, gasoline, propane, drugs/needles/pills in public view, etc.
- b) In the event that a job must be canceled or rescheduled as a result of failing to provide the Moving Labor Company with this information in advance, then the Customer will be responsible for all fees, including our cancellation fees.

### 6) CANCELLATIONS:

- a) Cancellations must be received via text at **301-265-5948** and email **marburymovers@gmail.com** within 8 hours of the scheduled move time. Failure to cancel without prior notice will incur a cancellation fee of \$100.
- b) **Next Day Moves:** To secure a next day move time slot, your order must be received and confirmed by 6 pm EST the day before the move date. Requests received after 6 pm EST are not guaranteed a Next Day time slot. Cancellations