



QUALITY MOVERS AT AFFORDABLE PRICES

Affordable USA Movers
8000 Towers Crescent Drive
Suite 1350
Vienna, VA 22182
Ph: 1-800-656-3620
FAX: 703-552-4542

TERMS AND CONDITIONS

This Contract is subject to all the rules, regulations, rates, and charges, in Broker and/or Carriers currently effective applicable tariffs. The tariffs are available and can be requested by shipper any time. Broker and/or Carrier will present the tariff to the shipper within 48 Hours. The tariff is not limited to the following terms and conditions:

1. The customer, hiring **Affordable USA Movers** for its services as a Household moving broker, understands that, **Affordable USA Movers** responsibility is to assist in the move reservation by providing an initial estimate of the cost of service, and brokering the service to a motor carrier that agrees to fulfill the contract.
2. The customer understands that **Affordable USA Movers**, acting as a moving coordinator/shipper agent/broker, **will provide assistance completing the shipper's inventory list, estimating relocation costs, and brokering the reservation to a Motor Carrier that agrees to the mutual terms within this agreement.**
3. **Affordable USA Movers** will not handle or otherwise participate in the move as a carrier, **will not be held liable for any portion of the services that are to be completed and/or carried out by the Motor Carrier**, and will take no responsibility or liability over the physical portion of the move. In acting as a shipper agent only, **Affordable USA Movers** is not responsible for any acts or omissions of the carrier or its employees or agents.
4. The customer understands and agrees that, the Broker (**i.e. Affordable USA Movers**) is not responsible for any damages, loss of Household Goods or delay in delivery of the aforementioned household goods caused by Carrier or by acts of God or Terror act, war insurrection, fire, strikes, labor trouble, earthquake, nature of the property or defects or inherent vice therein deterioration by time, termites, moths or other insects, rodents, wear and tear, vermin, leakage, fire or any cause beyond.
5. The customer understands and agrees that, the carrier, assigned to fulfill the physical part of the move, is not responsible for any damages to any article or fragile article unless packed and unpacked by the carrier. The carrier is not responsible for any furniture made from pressed wood and will not assemble or de-assemble pressed wood furniture. The carrier shall not be responsible for mechanical or electrical function or with respect to damage, decay loss, or caused by acts of God or Terror act, war insurrection, fire, strikes, labor trouble, earthquake, nature of the property or defects or inherent vice therein deterioration by time, termites, moths or other insects, rodents, wear and tear, vermin, leakage, fire or any cause beyond the carrier control unless such damage results from the carrier control. The carrier shall not be liable for any delay caused by highway, impassable highways, capacity, obstruction ferry or bridge or caused by mechanical defect of vehicles and or equipment used by carrier.
6. The customer understands that there are two different levels of liability that apply to interstate moves:



QUALITY MOVERS AT AFFORDABLE PRICES

Affordable USA Movers
8000 Towers Crescent Drive
Suite 1350
Vienna, VA 22182
Ph: 1-800-656-3620
FAX: 703-552-4542

- a. **FULL VALUE PROTECTION** level of liability. The shipment will be transported based on a value of \$6,000 or \$6.00 per pound multiplied by the actual weight of the shipment, whichever is greater based on FVP Doc that comes with the Bill of Lading
This is the most comprehensive option available to protect your household goods, but it will cost you additional charges on the top of your move price. Please see the Estimate to get an estimate of these charges. A third party Full Value Replacement Insurance can be purchased through Movinginsurance.com.
 - b. **WAIVED FULL VALUE PROTECTION** The shipment will be packed, moved, shipped, forwarded, or otherwise, handled with the carrier's liability specifically limited to \$0.60 per pound per article. This option is the most economical protection available as there is no charge to you. This option will be automatically selected if not otherwise reported/chosen on the Bill of Lading
7. Customer agreed that the carrier is not responsible for injury or damage to any fragile article unless such fragile articles are both packed and unpacked by the carrier's employees. The carrier will not Ship, Pack, or Carry and or be Liable in any way for the loss or damage to jewelry, coin, precious stones, banker bills, documents, currency, stamps, silverware, or any article of extraordinary value unless such articles of value was agreed to in writing, and unless the shipper assumes additional valuation charges.
 8. **DANGEROUS OR HAZARDOUS MATERIALS:** The shipper has to notify the carrier in writing for any goods or Hazardous materials includes inflammable, explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives, and radioactive materials. The Shipper undertakes that such goods are packed in a manner adequate to withstand the risk of Carriage having regard to their nature and compliance with all laws or regulations which may be applicable during Carriage and handling. Whether or not the Shipper was aware of the nature of the goods, the Shipper shall indemnify the Carrier against all claims, losses, damages, liabilities or expenses arising in consequences of the Carriage of such goods without the carrier knowledge, no responsibility for a safe delivery.
 9. **CLAIMS/COMPLAINTS: Affordable USA Movers will never be held responsible for any damages, loss of Household Goods or delay in delivery of the aforementioned household goods caused by Carrier.**
As for the Carrier, it shall not be liable for the loss or destruction of, or missing goods, or damage of goods tendered here under or any part thereof unless claim is made in writing supported by proof of ownership, together with substantiation of value, and weight. As a condition precedent, all outstanding monies due to the mover must be paid in full before a claim can be submitted to the company within 9 months after the date the goods are delivered or demand thereof refused and must be limited to the destination descriptions of damage indicated on the inventory logs at the time of delivery. It is solely the shipper's responsibility to inspect and indicate damaged or missing items on the inventory logs at time of delivery. Valuation of claim



QUALITY MOVERS AT AFFORDABLE PRICES

Affordable USA Movers
8000 Towers Crescent Drive
Suite 1350
Vienna, VA 22182
Ph: 1-800-656-3620
FAX: 703-552-4542

will be based on those indications subject to the limitations of liability as described on the Bill of Lading. Liability for the moving company will be in accordance with the liability option the shipper contracts for.

To file a claim or complaint, the shipper will directly contact the Carrier Main office and follow Carrier's rule for filing claim or complaints.

10. The customer, agrees to pay the total charges for the moving coordinator services to be provided by affordable USA Movers. The payment to Affordable USA Movers represents only a portion of the total estimated service charge. The payment, made to Affordable USA Movers, is for the completion of estimate and the brokering of reservation to a Motor carrier who will then fulfill the remainder of the service contract.
11. The customer, understands that the payment to Affordable USA Movers is not contingent on the fulfillment of the Motor Carrier's physical service described within the signed agreement. The payment to Affordable USA Movers represents only the moving broker services provided by their organization, separate from the remaining balance of the estimate which will be due to the carrier for their portion of services to be performed.
12. **FORM OF PAYMENT:** At time of booking Affordable USA Movers require a deposit of 25% of the bottom line cost of the move, to secure your move date and reserve space for your shipment with a carrier in our network. Payment can be made by Credit Card (Visa, MasterCard, AMEX, Discover) Debit Card or eCheck (eCheck is not accepted as form of payment unless cleared 15 days before pack or load date). For the remaining balance, Affordable USA Movers offers 2 different options: Option A: the remaining balance is paid in full 24-48 hrs before the scheduled packing and/or pickup/ loading day in the form of Credit Card (Visa, MasterCard, AMEX, Discover) Debit Card or eCheck (eCheck is not accepted as form of payment unless cleared 15 days before pack or load date). Option B: 24-48 HOURS before packing or loading, Affordable USA Movers will collect the 30% of the remaining balance for moving (including Storage in Transit, if applicable). Payment can be made by Credit Card (Visa, MasterCard, AMEX, Discover) or Debit Card. For payment by eCheck the payment of the 30% of the remaining balance for moving (including Storage in Transit, if applicable) will be collected 15 days before the scheduled packing or loading date to allow the eCheck to be cleared. The remaining balance will be paid directly to the Carrier assigned to your move by Cash or Certified Funds (i.e. Postal Money Order or Cashier's Check) at time of delivery before unloading. The payment option selection must be communicated to Affordable USA Movers at the time of booking.
13. **CANCELLATION POLICY:** Affordable USA Movers requires, upon booking, a deposit of 25% of the total cost of the move in order to secure the date and reserve space for your shipment with a carrier in its network.
The deposit is not refundable if for any reason the move is canceled within the 5 days prior to the scheduled pick-up or load date. If the move is canceled more than 5 days prior to the



QUALITY MOVERS AT AFFORDABLE PRICES

Affordable USA Movers
8000 Towers Crescent Drive
Suite 1350
Vienna, VA 22182
Ph: 1-800-656-3620
FAX: 703-552-4542

requested pickup date, the individual shipper (customer) will be charged a cancellation fee for moving coordinator services of:

- \$125.00 for local or storage moves
- \$250.00 for interstate moves
- \$500.00 for international moves

The fee will be subtracted from the original deposit amount and the remaining balance will be refunded within 7-10 business days. If the individual shipper (customer) has ordered boxes and/or packing material through Affordable USA Movers, the cost of packing material and boxes will be subtracted from the original deposit in addition to the pertinent cancellation fee and the remaining balance will be refunded within 7-10 business days. Deposit will be fully refunded only if Affordable USA Movers cancels your move due to unavailability or other circumstances beyond its reasonable control. If the individual shipper (customer) has ordered boxes and/or packing material through Affordable USA Movers, the cost of packing material and boxes will be anyway subtracted from the original deposit and the remaining balance will be refunded within 7-10 business days.

Cancellation request can be submitted via one of the following methods:

1. By phone, calling our customer service department at: 1-800-656-3620
2. By E- Mail at: support@affordableusamovers.com
3. By Fax at: 703-552-4542

14. The customer understands that should a dispute should arise with the carrier in relation to additional inventory and services not included on the estimate, the customer can demand that only items listed on the contract be transported (unless these items require additional services not estimated to transport).
15. The customer, understand and agrees that Affordable USA Movers will provide mutual assistance arbitrating any dispute that may arise but will take no responsibility or liability over the outcome of the dispute, acting as a mediator only. All funds collected by Affordable USA movers are protected from any dispute that may arise between the customer and the carrier.
16. **INDEMNITY AGREEMENT:** Customer shall indemnify and hold harmless Affordable USA Movers and its shareholders, directors, officers, employees, agents and affiliates from and against any and all actions, claims, suits, liabilities, proceedings, penalties, fines, costs, and expenses (including all reasonable attorney's fees) relating directly or indirectly from any breach of this agreement by the customer. This indemnity agreement also extends to protect the broker (Affordable USA Movers) in the instance of any dispute that may arise between the customer and the motor carrier.
17. **PHYSICAL SURVEY** A motor carrier need not to conduct a physical survey if the household goods are located beyond a 50-mile radius of the location of the carrier's household goods agent



QUALITY MOVERS AT AFFORDABLE PRICES

Affordable USA Movers
8000 Towers Crescent Drive
Suite 1350
Vienna, VA 22182
Ph: 1-800-656-3620
FAX: 703-552-4542

preparing the written estimate provided to the individual shipper. Individual shipper may elect to waive a physical survey of the household goods. This waiver must be signed by the Individual shipper before the household goods shipment is loaded. The motor carrier must retain a copy of the waiver as an addendum to the bill of lading. The copy of the waiver agreement is subject to the same record retention requirements that apply to the bill of lading, as provided in § 375.505(d).

18. **ORDER SERVICES.** All special services must be ordered along with the additional charges incurred for such service. For example if Piano move is necessary, then this optional service must be ordered for the service to be performed. Under 49 USC 13707(b)(3)(C) payment for all post contract optional services is required before delivery and prior to unloading. For non-binding estimates, the 110% law does not apply to post-contract services. Optional post contract must be paid in full before delivery and prior to unloading. If your destination address does not have access for an 18 wheeler the shipper will be required to pay for shuttle service. Full re-handling fees are applied when the carrier must make a second attempt to deliver the property if for any reason the shipper did not accept delivery. Full redelivery fees must be applied where goods are stored, for any reason, for more than one month (30 days) before an attempted delivery to the shipper or delivery.
19. **DELIVERY.** Please note that there is a time delivery frame that can vary based on the moving carrier selected. The delivery frame shall go into effect from the earliest date the customer/shipper/consignee is ready for final delivery (this maybe listed as" Delivery Date" on the estimate) and may take up to 21 business days for interstate moves. Business days do not include holidays or weekends.
 - a. **1-500 miles:** 1-5 business days
 - b. **501-1000 miles:** 1-9 business days
 - c. **1001-1500 miles:** 2-14 business days
 - d. **1500+ miles:** 3-21 business days
20. **MANDATORY CHOICE OF LAW AND JURISDICTION.** If a lawsuit becomes necessary to resolve any dispute between the carrier and shipper, said suit shall and must only be brought in circuit or county court of the Carrier main physical address. Suits involving disputed over interstate shipments must be limited to the governing federal law. Both parties agree to submit themselves to the jurisdiction of the Carrier main physical address State Courts and agree given the relationship to the state, such exercise is reasonable and lawful. Shipper consents to jurisdiction in City where the Carrier has its main physical address and hereby waives the right to be served within the State where the Carrier has its main physical address.

In the case a lawsuit becomes necessary to resolve any dispute between the Broker (i.e. Affordable USA Movers) and shipper, said suit shall and must only be brought in circuit or county court in the City of Woodbridge, VA. Suits involving disputed over interstate shipments must be limited to the governing federal law. Both parties agree to submit themselves to the jurisdiction of the VA Courts and agree given the relationship to the state, such exercise is reasonable and lawful. Shipper consents to jurisdiction in the city of Woodbridge, VA and



QUALITY MOVERS AT AFFORDABLE PRICES

Affordable USA Movers
8000 Towers Crescent Drive
Suite 1350
Vienna, VA 22182
Ph: 1-800-656-3620
FAX: 703-552-4542

hereby waives any right to a trial by jury in any action, suit or other legal proceeding arising under or relating to any provision of this agreement.

21. DISPUTE RESOLUTION PROGRAMS:

- a. **Arbitration:** Arbitration is optional and not required under Federal law. A neutral arbitration program is designed so that neither the carrier nor the shipper has any special advantage. Should a dispute arise between the carrier and the shipper the parties may decide that arbitration is a mutually beneficial alternative to resolve the dispute outside of the court system. Section 49 U.S.C. Section 375.211 provides that a mover must have a program in place that provides shippers with the arbitration alternative.

Arbitration is an alternative to the court process. It allows each party in the dispute to present their cases to a neutral third party called an arbitrator who makes a decision after weighing the merits and weaknesses of each party case.

There are two major benefits of the arbitration alternative: it may be less expensive than traditional litigation and the arbitrator may have had more experience with similar cases. The cost of arbitration is borne by both parties. . Each party is responsible for one half of the costs associated with securing the arbitrator and 100% of their own expenses, including but not limited to attorney fees.

When both parties agree to arbitration they can also agree that any decision made by the arbitrator is binding. Binding Arbitration means that the decision becomes the final.

- b. **Mandatory Non-binding Mediation:** Mediation is a process whereby each side may explain their case to a neutral mediator, and the mediator will work to assist the parties to reach an amicable settlement. Mediation is not binding on the parties. In the case of a dispute between shipper and carrier, both parties hereby agree that, prior to attending arbitration or filing a lawsuit that the parties will attend mediation. The parties shall equally share the cost of the mediator and 100% of their own expenses, except as otherwise indicated on the terms and conditions of the Bill of Lading. All costs associated with the mediation must be paid at the time of mediation and are waived from being included as a damage claim in any lawsuit against the carrier. Nothing contained herein applies to collection claims for the nonpayment of moving services.