

MOVING SERVICES AGREEMENT

1. PARTIES

This Moving Services Agreement ("Agreement") is between the moving company ("Company") and the customer(s) ("Customer") as specified in *Schedule A: Order Details*.

2. AGREEMENT DATE

This Agreement is made and entered into on the date specified in *Schedule A: Order Details*.

3. COMPANY SERVICES

The Company will perform manpower and/or moving services, including as specified *Schedule A: Order Details* ("Job"). The Company will perform services in accordance with standard industry practice and/or its reasonable business judgment. The services will be performed at the location(s) specified in *Schedule A: Order Details*.

4. CANCELLATION

Subject to any cancellation rights that the Customer may have pursuant to the Consumer Protection Act, if the Customer cancels the Job, the Customer agrees to pay the Truck/Manpower Fee as specified in *Schedule A: Order Details*, which is to be applied as a credit towards any future services provided by the Company to the Customer.

5. CUSTOMER RESPONSIBILITIES

The Customer is responsible for the following:

- (a) responsible for ensuring that they have full title and ownership of all items which are specified by the Customer to the Company to be moved;
- (b) packing their possessions into appropriate boxes or other containers, unless the Customer purchases packing services from the Company;
- (c) keeping at all times in your possession and control any and all money, jewellery, or other valuables prior to the arrival of the Company;
- (d) allowing the Company's movers to perform their work without any Customer interference or participation;
- (e) ensuring that all driveways, roads, and paths are unobstructed leading from and to the origin and destination addresses in such a way that allows the moving truck to access the addresses, and providing such further or other facilities as may be required (EX: following condominium or apartment policies and by-laws, booking elevators, etc.);
- (f) informing the Company of any items which require special attention or are of an unusual size or weight including items too large to fit through stairways or doorways;
- (g) inspecting the Customer's origin address and verifying that there are no items expected to be moved left behind and that there is no damage; and
- (h) checking all of their items and the moving truck upon completion of the Job or when it is emptied and confirming that the moving truck is empty and that items were not damaged.

6. PAYMENT TERMS

The Customer agrees to the following payment terms:

- (a) The Customer agrees that the total price for the Job ("Total Job Price") will be calculated for the Customer upon completion of the Job and set forth in the Company's invoice, and is based on the Truck/Manpower Fee, either a flat fee or the total number of hours worked multiplied by the hourly rate set out in *Schedule A: Order Details* of this Agreement, and extra charges as applicable.
- (b) The Customer agrees to pay all applicable extra charges, at the rates set out in *Schedule A: Order Details*.
- (c) The Customer shall pay the Company the Total Job Price immediately upon completion of the Job.
- (d) The Company reserves the right to request a deposit prior to departure for the destination address which shall be non-refundable and applied toward the Total Job Price.
- (e) If the Job is billed based on an hourly rate, the Customer agrees to pay the Company for a minimum of three hours.
- (f) The hourly rate is charged in ½ hour increments, and ten minutes into the next ½ hour the Company will round to the next full ¼ hour.
- (g) Hourly rate begins when the Company arrives at the origin address and ends upon completion of the Job.
- (h) The Customer agrees to pay the agreed upon hourly rate for any waiting time, delay, or tardiness that is not due to the fault of the Company; if the Job is billed based on a flat fee, the Customer agrees to pay an hourly rate of \$30 per mover for any such delays.
- (i) The Company's movers shall be allowed one 15 minute break every 2 hours. If the Job is billed on an hourly rate, the time spent on these breaks is included in the total number of hours worked and charged to Customer at the hourly rate.
- (j) Payment shall be in the form of cash, debit card, credit card, certified cheque, bank draft, corporate cheque, or PayPal; the Company reserves the right to request any other reasonable method of payment.
- (k) In the event of non-payment, the Customer agrees to pay interest on any past due balance at the rate of 15% per annum.
- (l) If any action is required in any effort to collect outstanding debt arising out of this Agreement, the Customer agrees to pay all expenses incurred by the Company related to such, including but not limited to reasonable legal fees, collection fees, and costs.

7. LIMITATION OF LIABILITY

The Customer agrees to limit the Company's liability for damages, costs, and expenses, regardless of cause, so that the Company's total liability shall not exceed the total amount paid for services under this Agreement or \$0.60/lb, whichever is greater.

8. EXCLUSION OF LIABILITY

In no event shall the Company be liable to the Customer for the following, which shall be entirely at the Customer's own risk:

- (a) special, indirect, consequential, lost profits, or punitive damages arising out of or in connection with this Agreement;
- (b) any claim or demand made against the Company or Customer by any third party arising out of or in connection with this Agreement;
- (c) damage, loss, delay, or cancellation due to force majeure;
- (d) delays in arrival or delivery of goods or services for unavoidable or unforeseen reasons, including but not limited to road conditions, or mechanical breakdowns, and any expenses arising from such;
- (e) any damage or defect which is pre-existing to the Job;
- (f) any and all damage caused by or due to any of the following:

- i. any kind of interference or participation of the Customer or any other person authorized by the Customer;
 - ii. use of the Customer's equipment at the Customer's request;
 - iii. the Customer's failure to provide adequate facilities, including but not limited to a lack of lighting, a lack of elevators, obstructive facilities or walkways including protruding walls or ceilings or sharp items, slippery surfaces or spills, oversized items in relation to undersized facilities provided by the Customer;
- (g)** any and all damage to any the following:
- i. any item for which the Customer has specifically waived the Company's liability;
 - ii. any item which was not in the Company's immediate care, custody, or control;
 - iii. any contents of any boxes, bags, or other such containers, which are packed by the Customer;
 - iv. to any item which was not properly prepared by the Customer prior to the Job;
 - v. any item, furniture, or equipment moved full with contents therein;
 - vi. any item or furniture with an inherent weakness, such as those already damaged or defective, or having underwent prior repairs;
 - vii. any furniture, item, or material which is weak due to its nature, usage, wear, or age;
 - viii. any furniture or items of unique or fragile nature, such as glass, china, mirrors, or lamps;
 - ix. any furniture or items of unique or fragile design, such glass on glass, glass on metal, glass legs, and etc.;
 - x. any furniture of unstable construction, ready-to-assemble type furniture, or furniture otherwise held together with tied joints fasteners or other defective or weak joints or connecting devices;
 - xi. any oversized furniture and items which have to be manoeuvred through tight passageways;
 - xii. any mechanical or electronic function of any equipment;
 - xiii. any soft tile or other unusual flooring;
 - xiv. any finish still wet or soft;
 - xv. any pictures or artwork;
 - xvi. any live plants.

9. TIME LIMITATION

The Customer must notify the Company of any claims of damages within 3 calendar days following completion of the Job. If such notification is not effected, the Customer waives its right to exercise the remedies available to it under Section 11 of this Agreement.

10. INSURANCE

The Customer may elect to purchase, at its own cost, insurance to cover any damage, loss, expense, liability, or cost for which the Company is exempt from liability, and/or excess insurance coverage.

11. REMEDIES

In the event that the Company may be liable for any damage or loss to the Customer, the Company may, at its sole discretion, elect to repair the damage, or compensate for depreciated value, subject to Sections 6 and 7 of this Agreement. If the Customer accepts and receives such repair or compensation, the Customer waives any and all claims for damages, loss, expenses, and costs.

12. INDEMNIFICATION

The Customer shall indemnify and hold harmless the Company against any and all claim, damage, loss, liability, and costs, including reasonable legal fees, of defending any third party claim arising out of or in

connection with this Agreement. The Customer shall indemnify and hold harmless the Company for any and all damage or loss, including lost profits, due to the Customer's failure to provide suitable facilities, including the provision of clear driveways, roads, and paths leading from and to the origin and destination addresses and such further or other facilities as may be required. The Customer shall indemnify and hold harmless the Company for any and all charges occasioned, including liens, levies, and assessments, regulatory or by-law infractions and any other penalty associated with the Company performing services for the Customer under this Agreement.

13. ASSIGNABILITY AND SUBCONTRACTING

The Company may assign or subcontract any of its rights and obligations resulting from this Agreement, either partially or in their entirety, without the prior written consent of the Customer.

14. WAIVER

Any failure of the Company to insist, in any one or more instances, upon strict performance of any of the terms of this Agreement, or failure or delay in exercising any right or remedy hereunder, shall not operate as a continuing waiver of any of its rights or remedies exercisable under this Agreement.

15. CUMULATIVE REMEDIES

Any specific right or remedy provided in this Agreement will be cumulative with, and not exclusive of, any and all other rights or remedies that would otherwise be available to such party, whether contained in this Agreement or at law. Any exercise by a party to this Agreement of any right or remedy will not preclude the later or concurrent exercise by it of any or all other rights or remedies.

16. JOINT AND SEVERAL LIABILITY

If more than one Customer is party to this Agreement, each agrees to be jointly and severally liable for all obligations under this Agreement.

17. NOTICES

All notices and other communications under this Agreement shall be in writing and shall be delivered to the recipient's mailing address or email address as appearing in *Schedule A: Order Details*. Notices must be delivered via either personal delivery, email, or by certified or registered mail with signature and delivery confirmation requested. The date that notice shall be deemed to have been made shall be the date of the delivery when delivered personally or via email, or the date set forth on the delivery confirmation if sent by certified or registered mail.

18. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.

19. GOVERNING LAW AND JURISDICTION

This Agreement is to be governed by, construed under, and interpreted exclusively in accordance with the laws of the Province of Ontario. The parties hereby agree to irrevocably submit to the exclusive jurisdiction of the courts of the Province of Ontario.

20. HEADINGS

The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

21. SEVERABILITY

This Agreement shall be deemed severable, and the invalidity or unenforceability of any part or provision hereof shall not affect the validity or enforceability of this Agreement or of any other part or provision thereof.

22. AMENDMENTS

This Agreement may be amended or modified only with consent of both parties, and shall be enforceable only if they are in writing and are signed by authorized representatives of both parties.

23. SCHEDULES

The Schedules to this Agreement are hereby hereby incorporated by reference into and shall constitute a part of this Agreement as if fully set forth herein.

24. PRECEDENCE

The terms of this Agreement, including any Schedule hereto, shall take precedence over any trading conditions, standard terms and conditions, or forms issued by either party in the course of performing services under this Agreement, and this Agreement shall govern in the event of a conflict. In the event of any conflict between this Agreement and any Schedule hereto, the terms of this Agreement shall take precedence.

25. ENTIRE AGREEMENT

This Agreement, including any Schedule hereto, constitutes the entire agreement between the parties relating to the matters contained herein, and supersedes all prior negotiations, arrangements, agreements, and understandings, either oral or written.

26. CURRENCY

Unless specified otherwise, all statements or references to amounts in this Agreement are to lawful money of Canada.