

Easy Days LLC
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Nashua, NH 03063
www.easydays.biz
603-233-4179

General Contract

Herein, representatives of Easy Days LLC will be referred to as the "movers" or the "company" and the person(s) listed below will be referred to as the "customer." Billable time will be referred to as "time." The presence of the movers, at the location(s) listed above, during billable time, will be referred to as the "job."

Labor Only – Easy Days LLC is a labor only service providing moving labor to individuals engaged in their own mode of transportation during the moving process. Easy Days LLC does not provide transportation in any case. The customer must secure adequate transportation and have it ready at the location prior to mover's arrival.

Inadequate protective materials – company is not responsible for damages where inadequate protective materials are provided "as deemed by the crew leader". This is defined as at least one pad per non-boxed item.

Released Value election – damage claims are limited to \$0.60 per pound per article so long as customer does not elect to rely on company provided coverage. Any item with an inherent value greater than basic liability rates is considered "valuable" and must be covered by additional insurances, purchased privately by you, the customer. Any and all claims must be noted during the presence of the movers, prior to their release. No other claims will be honored. Movers are not responsible for under-insured items, lost, misplaced, or stolen items.

Non-Company Loads: based on the "Non-Contest Clause" – Easy Days LLC reserves the right to deny any and all potential damage claims that may result from the company's handling of items coming from loads that are not packed by the company itself, including loads packed by the customer, his or her family, friends or associates, or by other full-service or self-service moving companies.

En Transit Clause (Company Loaded Loads) – Easy Days LLC is not responsible for damages that may occur after items in truck or container are sealed. Any damages that are not noted or addressed at the time prior to sealing of container or truck become the domain and concern of the owner, shipper or representative of the property thereof and is no longer a claim belonging to the loading company. Additionally, once the items have left the origin premises and is therefore officially en transit, no further damage claims will be assessed the loading company by the owner, shipper or his/her representative.

Overtime Clause: The customer understands and acknowledges, inherent in the act of the employees of the company completing that task set forth by the customer at the time of the booking and by the customer fulfilling the "Non-Contest Clause", that the company will not be obligated to work additional hours ("Overtime") above and beyond those hours outlined and dictated by the original booking. Overtime hours will be taken on only at the discretion of the company and its employees. Upon completion of the booked hours of work by the company's employees, neither the company nor its employees are under any obligation to continue working for the customer. Additionally, the customer understands that any overtime work hours taken on by the company's employees must be paid for, in cash or check, to the employees upon completion of the job or upon completion of the agreed upon overtime period, which ever comes first, and is payable at the agreed upon rate in one hour increments rounded up to the next one hour mark. Additionally, the company reserves the right to charge a return drive time fee at its own discretion.

Undisclosed Items: the company reserves the right to add additional applicable charge to any handled items, or to any extreme layout or long carry situation not previously communicated to the company by the customer. Examples include: pianos, gun safes, steel and fireproof safes and file cabinets, other large, unusually cumbersome and/or heavy items including marble and concrete items, oversized glass, lumber, engines and engine parts and the like. Long carries, shuttles (where items must be off-loaded into a smaller vehicle in order to navigate an extremely steep driveway), unmentioned elevator access, multiple stairs or spiral stair sets, new construction access barriers and the like may carry additional charges as well. Refer to: Federal Motor Carriers Safety Administration regulations – (FMCSA) § 375.403 (8). *Build-able furniture is not made to be moved in an assembled state. The furniture lacks stabilizing elements, such as glue. This kind of furniture must be taken apart to be shipped. Hardware must be removed.*

Non-Contest Clause: by replying to confirm your Easy Days LLC booking phone call and/or by acting to employ the employees of Easy Days LLC and not contesting any provisions or clauses contained in this transmission or in your signed service agreement, you confirm by your actions that you agree to ALL the terms and charges referred to in these documents and to any orally communicated quotes, caveats, or provisions conveyed to you by the company's representatives. Any contesting of the above mentioned items must be transmitted or submitted orally by you no later than that moment one of the employees of the company handles the vehicle, trailer, container, or any piece of furniture, real property, personal effects, or other items owned or rented by the customer.

No Physical Survey: by employing the company's workers to assist with moving, packing or cleaning or other tasks, the customer establishes non-verbal consent to waive a physical survey of the property to be moved or handled by the company. As the contents of prepacked boxes are unknown to the movers, no claims can be honored involving items in closed boxes. The customer's final consent to waive this survey will be evidenced by signing of the service agreement or by the simple putting to work of the company on the day of the move. See FMCSA Appendix A Part 375 Subpart D.

Health and Safety Provision: The customer agrees to allow the movers several short paid breaks during the job, to restore stamina -also- a 30min paid meal period after more than four hours of labor. The company reserves the right to refuse to handle any item which poses a health risk to the movers. This will include bio-hazards and also unusually heavy items, awkward items, or items with sharp or rusted edges, as such items have the potential to harm the movers. Additionally, the Company reserves the right to refuse to handle any unusual piece at any time and that by not contesting this provision prior to employing the company, the customer agrees to any employee's decision to refuse the piece(s). Refer to: FMCSA § 375.403 (6).

On-Time Provision: the customer understands and acknowledges, inherent in the act of putting to actual work the employees of the company and by otherwise fulfilling the "Non-Contest Clause", that the company cannot guarantee the task(s) for which the company was hired (booked) will be completed in equal or less than is outlined in the original booking estimate (actual amount of hours required may not be "On-Time" with estimated time). Similarly, it is understood that the company cannot guarantee that the task(s) will not be completed in less time than that which was booked or quoted.

Minimum Hours and Payment or Release of Funds: the customer understands and acknowledges, inherent in the act of the employees of the company completing that task set forth by the customer at the time of the booking and by the customer fulfilling the "Non-Contest Clause", that the