

Firemen Movers Inc.
Conditions of Carriage & Waiver of Liability

- 1.0 Firemen Movers Inc. (FMI) endeavors to complete each move in the most productive and safe manner possible. Unless specifically agreed to in writing before the move, Crew Time will start when the crew arrives at the origin and end when the crew completes the move at the final destination, plus applicable travel time noted on the FMI Order Confirmation.
- 2.0 Please note that the following will influence the total time required to complete your move and cannot be controlled by FMI:
 - 2.1 The preparedness of the customer on moving day, and the amount and weight of contents being moved
 - 2.2 The distance between the home (and contents) and the truck, as well as the number of stairs at origin and destination
 - 2.3 Availability and capacity of elevators (if required)
 - 2.4 Distance and traffic congestion between the origin and destination, and number of trips required to complete the move
 - 2.5 Inclement weather
 - 2.6 The impact of delays due to "closing of real estate transactions" or availability of keys
- 3.0 The maximum working time for any crew is 14 hours including travel time, unless agreed to in writing. Moves that are not complete after 14 hours have elapsed will need to be completed at a later date. FMI cannot be held liable for any costs incurred by the customer resulting from a failure to complete the move within the 14 hour period.
- 4.0 FMI provides "RELEASED VALUE PROTECTION" at no additional cost which limits liability to a maximum of \$.60 per pound for each item being handled. FMI's maximum liability for damage caused to surrounding structures including doors, floors, walls, driveways etc. is \$500.00, or 10% of the invoice value, whichever is less. "MARKET VALUE PROTECTION" is available at an additional cost and must be agreed to in writing prior to the move. Market Value Protection means that FMI will, at its own option, replace or repair the item to its condition prior to the move. The maximum liability for any one item or set of items will be \$7.00 per pound, unless agreed in writing prior to the move. Maximum liability: The maximum amount of FMI liability for contents or cargo under any single occurrence is limited to \$75,000.00 unless detailed and agreed to in writing prior to the move.
- 5.0 Irrespective of the liability limits selected by the customer or who provides packing and preparation services for the move, FMI shall not be liable for any claim resulting from;
 - 5.1 Loss, damage, delays caused by an Act of God, riot, insurrection, strikes, or negligence of the customer, consigner/consignee.
 - 5.2 Items that have pre-existing damage or prior repairs, as well as losses or damages not directly caused by FMI; damages resulting from an "inherent vice" or damages that are deemed consequential damages by FMI.
 - 5.3 Damage to any item left unpacked by the customer, including mattresses, vases, pictures, mirrors, bikes, speakers etc. Padding or wrapping these articles by FMI or its agents is not considered packing and therefore exempt from liability.
 - 5.4 Loss or damage to any article where the customer is not in attendance at origin or destination, or during apartment type moves.
 - 5.5 Contents of boxes not packed and unpacked by FMI, or marble, granite, glass or antique items not packed and crated, and unpacked by FMI (or a company or service approved by FMI), or high value items such as rare stamps, jewelry, cash etc.
 - 5.6 Articles of sentimental or intangible value such as photographs and letters, or data and applications stored on computers.
 - 5.7 Articles with an extraordinary and/or estimated or appraised value such as works of art unless they are specifically declared, described and detailed along with corresponding values prior to the move in order to qualify for Market Value Protection; and remain in the continuous custody of FMI during the entire moving process.
 - 5.8 The inner workings of appliances, electronics, machinery, exercise equipment, TV's, clocks and musical instruments etc. regardless of who packed such items.
 - 5.9 Loss or damage to "complete sets" such as furniture, appliances or similar items. In the event one item of a "set" is lost or damaged, compensation will only be available for the single item lost or damaged.
 - 5.10 Damage to furniture items constructed from press-board or particle-board material, such as IKEA brand furniture and similar items and any self-assembled furniture unless it is COMPLETELY disassembled prior to the move.
 - 5.11 Damage to walls, stairs, doors that occurs when FMI is moving an item with less than 2.5 cms of clearance between all sides of the item and walls, doors or stairs; or damage to cargo or surrounding structures during hoisting.
 - 5.12 Damage resulting from insects, leakage, vaporization, deterioration, freezing or similar effect while in transit with FMI.
 - 5.13 Damage resulting from the transportation of materials classified as "dangerous" or "hazardous" by applicable government agencies is specifically exempt from all coverage offered by FMI. In addition, customer indemnifies FMI for any damage to FMI equipment, clean up costs incurred, and/or injuries to FMI staff resulting from exposure to these materials.
 - 5.14 Loss or damage to all contents while stored with FMI are specifically excluded from coverage unless a warehouse agreement exists in writing with FMI, and each item is described on an inventory prepared by FMI and approved by the customer.
- 6.0 Undelivered Goods: Where through no fault of FMI the customer contents cannot be delivered, FMI will immediately provide notice to the customer and request disposal instructions. Pending such receipt of disposal instructions FMI may either place the goods into storage at an FMI facility, or a public storage location. The customer will be responsible for all reasonable charges for storage, offloading, loading or re-delivery. In such cases all FMI liability for loss and damage will be waived. All goods are subject to a lien for all lawful charges.

7.0 FMI customers will be liable for parking tickets incurred by FMI while loading or unloading at origin or destination.

For additional information on FMI terms and coverage, or to submit a claim, please contact us at 416 CALL RED (225-5733).