

MOVING CONTRACT

This Moving Contract (the "**Contract**") is entered into on _____ (the "**Effective Date**") by and between:

SERVICE PROVIDER:

(the "**Service Provider**"),
Name: _____

Address: _____

Representative: _____

Email/Phone number: _____

CLIENT:

(the "**Client**"),
Name: _____

Address: _____

Representative: _____

Email/Phone number: _____

SUBJECT OF THE CONTRACT. The Service Provider agrees to perform the following services (the "**Services**") for the Client's move in compliance with all applicable laws, regulations, and codes: *(choose all that apply)*

- Packing:** The Service Provider will pack all household goods and personal belongings, including furniture, appliances, clothing, and other items (the "**Packed Items**"), into boxes using standard packing materials. The Client is responsible for labeling each box with a brief description of the contents. Packing will be carried out on the date of _____ from _____ to _____.
- Loading:** The Service Provider will load all Packed Items into the truck using safe and efficient methods to ensure that the items are loaded securely and protected during transportation. Loading will be carried out on the date of _____ from _____ to _____.
- Transportation:** The Service Provider will transport all Packed Items from the following address _____ to the following address _____ via the most efficient route. Transportation will be carried out on or before the following date and time _____ (the "**Delivery Time & Date**"). The Service Provider will make every effort to deliver your Packed Items on the Delivery Time & Date, but due to unforeseen circumstances such as traffic or weather conditions, the Delivery Time & Date may be changed. The Client will be notified of any changes to the Delivery Time & Date or estimated transit time as soon as possible. If the delivery of the Packed Items was done after the specified Delivery Time & Date due to circumstances beyond the control of the Service Provider, such as unforeseen delays or logistical challenges, the Client may be eligible for a discounted price or a rate adjustment. The conditions and criteria for such adjustments will be outlined in the Contract or communicated

separately to the Client. The Service Provider will make reasonable efforts to provide a fair resolution in cases where the Delivery Time & Date exceeds the agreed-upon parameters. The estimated transit time for the move is _____, and the method of transportation will be via _____.

Unloading: The Service Provider will unload all the Packed Items from the truck and place them in the new place according to the Client's instructions.

Unpacking: The Service Provider will unpack all the Packed Items and place them in the appropriate rooms according to the Client's instructions. The Service Provider will also remove all packing materials and garbage from the point of unloading.

Additional services: The Service Provider also disassembles and assembles furniture as needed, disconnects and reconnects household appliances, and provides special handling of fragile or large items such as artwork, a piano, or a pool table. Any additional services not listed above are subject to an additional fee which will be agreed between the Client and the Service Provider in writing.

Other services: _____

_____.

The services will be provided in a timely and professional manner with minimal disruption to the Client.

TERM OF THE CONTRACT. This Contract shall commence on the Effective Date and, unless terminated earlier in accordance with the terms of this Contract, shall continue until: *(choose one)*

the completion of the Services (the "**Services Completion Date**").

the date of _____ if the Services have not been completed by that date.

Either Party may terminate this Contract at any time by giving the other Party _____ days prior written notice.

In addition, either Party may terminate this Contract immediately upon written notice to the other Party if the other Party becomes insolvent or files for bankruptcy.

Upon termination of this Contract, the Client shall pay the Service Provider for all Services satisfactorily completed by the Service Provider through the date of termination.

PAYMENT TERMS. The Client agrees to pay the Service Provider a fixed amount of \$_____ (the "**Contract Amount**") for the Services provided under this Contract. The Contract Amount shall be paid in accordance with the following conditions: *(choose one)*

- The Contract Amount is due within _____ days after the date of completion of the Services (the "**Due Date**").
- The Contract Amount shall be made in two installments: a prepayment of \$ _____ shall be paid within _____ days upon the Effective Date, and a postpayment of \$ _____ within _____ days upon completion of the Services (the "**Due Date**").
- The Contract Amount is payable in equal installments, each payable on the following day _____ (the "**Due Date**").

Taxes: The Service Provider Client shall be responsible for all taxes related to the Services, including sales tax, use tax, and other applicable taxes.

Late payment: If the Client fails to pay the Contract Amount due by the Due Date, the Client shall be liable to pay interest on the unpaid balance at the rate of _____% per day or the maximum rate permitted by law, whichever is less.

All payments shall be made on or before the Due Date by _____
 _____ (Cash/Check/ACH/PayPal/etc.)

In addition to the payment terms set forth in this section, the Client agrees to pay the Service Provider for the following services:

Change orders and overtime: Prices for additional services or changes to the Services provided under this Contract, as well as overtime rates, will be agreed in a separate Annex to be signed by the Parties.

Permits and fees: The Service Provider shall obtain all permits and pay all fees required to perform the Services. The Client will reimburse the Service Provider for the cost of such permits and fees upon receipt of an invoice confirming the expense from the Service Provider, except for the costs associated with obtaining permits and licenses required for the Service Provider to perform specific activities.

LIABILITIES AND INDEMNIFICATION. The Service Provider shall indemnify, defend, and hold harmless the Client, the Client's affiliates, agents, employees, and officers from and against any claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or in connection with the Service Provider's performance of the Services under this Contract, except to the extent such claims, damages, losses, liabilities, costs, or expenses are caused by the Client's negligence or willful misconduct.

The Client shall indemnify, defend, and hold harmless the Service Provider, the Service Provider's affiliates, agents, employees, and officers from and against any claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or in connection with the Client's use of the Services provided by the Service Provider, except to the extent such claims, damages, losses, liabilities, costs, or expenses are caused by the Service Provider's negligence or willful misconduct.

RELATIONSHIP OF THE PARTIES. The relationship of the Parties hereunder shall be governed by the following provisions:

- a. **Independent contractor status.** The Parties acknowledge and agree that the Service Provider is an independent contractor and not an employee, agent, or representative of the Client.
- b. **Compliance with the law.** The Service Provider shall be solely responsible for complying with all applicable laws, rules, and regulations in the performance of its obligations under this Contract.

NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered personally or sent by registered mail, return receipt requested to the address or emails set forth in the opening paragraph or to such other address as one Party may have furnished to the other in writing.

Either Party may change its registered mail or email address for receipt of notices by giving written notice to the other Party. Notices shall be deemed received on the day of delivery if sent by hand or courier service or on the _____ business day from the date of posting if sent by registered mail or email.

GOVERNING LAW AND DISPUTE RESOLUTION. This Contract shall be governed by and interpreted under the laws of the State of _____, and any disputes resulting from or related to this Contract shall be exclusively resolved by the courts of the State of _____.

CONFIDENTIALITY. The Parties agree to keep all information, including but not limited to the sensitive information disclosed during this Contract, confidential and not to share such information with any third party unless required by law. The Parties agree not to use the confidential information for any purpose other than what is necessary to fulfill their obligations under this Contract. This confidentiality clause shall remain in effect after the termination or expiration of this Contract.

FORCE MAJEURE. Neither Party shall be liable for any failure to perform or delay in performing the obligations under this Contract if such failure or delay is caused by events of force majeure, including but not limited to acts of God, war, terrorism, strikes, lockouts, labor disputes, pandemics, epidemics, governmental regulations, or any other similar causes beyond the reasonable control of the affected Party.

In the case of force majeure, the affected Party shall immediately notify the other Party in writing and provide reasonable proof of the cause of the delay or inability to perform the obligations. The Party affected by force majeure shall endeavor to mitigate the consequences of such circumstances and resume the performance of obligations as soon as possible after the circumstances cease to exist.

If the force majeure circumstances last more than _____ days, either Party may terminate this Contract by giving written notice to the other Party. In this case, neither Party shall be liable to the other Party for any damages arising from the termination of this Contract.

SEVERABILITY. The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract.

ASSIGNMENT. Neither Party may assign or transfer this Contract without obtaining prior written consent from the non-assigning Party, which approval shall not be unreasonably withheld.

ENTIRE AGREEMENT. This Contract is the complete and exclusive agreement between the Parties with respect to the subject matter hereof, superseding any prior agreements and communications, both written and oral, regarding such subject matter.

WAIVER. The failure of any Party to enforce a particular provision of this Contract shall not constitute a waiver of their right to enforce that provision in the future.

AMENDMENTS. This Contract may only be modified, or any rights under it waived, by a written document executed by both Parties.

BINDING EFFECT. This Contract shall be binding for the Parties and their respective permitted successors and assigns.

ADDITIONAL TERMS: _____

IN WITNESS WHEREOF, the Parties have executed this Contract in as of the Effective Date.

Service Provider's Name and Signature: _____

Client's Name and Signature: _____