

TERMS AND CONDITIONS OF USE

I. All work shall be completed in a workmanship like manner and in compliance with all codes and other applicable laws.

II. Westbrook Moving, LLC (“Company”) may at its discretion engage subcontractors to perform work hereunder, provided Company shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this Contract.

III. All change orders shall be in writing and signed by both Customer and Company including but not limited to electronic mail (Email) format.

IV. In the event Customer fails to pay any periodic or installment payment due hereunder, Company may cease work without breach pending payment or resolution of any dispute. Any outstanding balance that is unpaid more than 30 days after the due date shall be charged a 10% late fee, plus an additional 10% for each additional 30 day period thereafter, or the maximum rate allowed by law. Customer shall be responsible for all attorney fees incurred as a result of Customer’s nonpayment or late payment.

V. In order to protect both parties from the expense and time of litigation, both parties agree that all disputes in connection with or arising out of this contract and/or the services performed hereunder shall be resolved by alternative dispute resolution. Specifically, each party agrees to mediate any and all claims first. Should mediation result in an impasse as determined by the mediator, both parties agree to submit their claim to binding arbitration in accordance with the commercial rules of the American Arbitration Association. If either party submits any controversy or claim to arbitration, the arbitration will be conducted in Atlanta, Georgia and all claims shall be submitted to and administered by the American Arbitration Association’s Southeast Case Management Center in Atlanta, Georgia. **BOTH PARTIES ACKNOWLEDGE THAT THEY ARE WAIVING THEIR RIGHT TO A TRIAL BY JURY.** By agreeing to these terms, Customer waives their right to dispute any credit card payments made. All disputes must be handled according to the terms of this agreement.

VI. Company shall not be liable for any delay due to circumstances beyond its control including strikes, casualty acts of God or general unavailability of materials. COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The sole and entire maximum liability of Westbrook Moving, LLC and its owner(s) and agents for any reason, and Customer’s sole and exclusive remedy for any cause whatsoever, shall be limited to the amount paid by owner under this contract. By signing this agreement, Customer acknowledges the importance of obtaining insurance for all property to be delivered or stored (“property”) and has either voluntarily elected not to obtain insurance or has obtained insurance. Should any items insured against damages require repair or restoration, the Company retains the exclusive right to select the provider of the repair or restoration, which may be the Company itself, or a third party.

VII. Company is not responsible for working condition of the items including but not limited to electronics: gas, electric, and water appliances; and mechanical devices prior to and after transportation and/or installation. Customer is responsible for notifying Company for any special care items and services necessary prior to transporting items.

VIII. Customer hereby releases and holds Company not responsible for items requiring additional services including but not limited to: hook up; set up and/ or break down; installation; wiring and/or rewiring; and connection and/or disconnection services.

IX. The Company is only responsible for delivering the property to the destination address. The Company may place the property within the confines of the destination address at the Customer's direction, however, the Company retains the right to refuse placing the property within the confines of the destination address to avoid the unnecessary risk of causing damage to the property, to the destination address, or to any structures or other property on the destination address. If the Company, the Company's employees, or any agents of the Company determine that the risk of causing damage to either the property or the destination address is too great to either enter the destination address, place the property within the destination address, or place the property within certain confines of the destination address, then the Customer may still direct the Company to do so after the Customer has elected to assume any and all risk of damage to the property or the destination address by signing the "High-Risk Move-In Liability Waiver." Regardless of whether the Company places any property within the destination address, with or without a signed "High Risk Move-In Liability Waiver," the Customer is still responsible for paying the full delivery fee, so long as the Company delivers the property to the destination address.

X. When Customer or Customer's agent accepts delivery, Customer waives any claim to damage caused by the Company unless the Customer notifies the Company of the damage at the time of acceptance. If a Customer accepts delivery without notifying the Company of the damage at the time of acceptance, the property is considered received in good condition, whether inspected or uninspected. If a Customer nor any of his agents physically accepts delivery, but instead the delivery is merely left at Customer's location with no human present, Customer has 24 hours from the time of delivery to notify Company of damage or Customer waives any claim to damage caused by the Company.

Customer will keep storage Customer will keep storage other claims, demands, actions, judgments, and executions that the Customer now has or may have against Company.

XII. Unless the context requires otherwise, words denoting the singular may be construed as plural and words of the plural may be construed as denoting the singular. Words of one gender may be construed as denoting another gender as is appropriate within the context. The word "or" when used in a list of more than two items may function as both a conjunction and a disjunction as the context requires or permits.

XIII. This Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof.

STORAGE AGREEMENT

STORAGE RATES: The Company will make available an area for storage all items listed for storage on the reverse side of this page. Customer agrees to pay the Company for the use of storage space and all incidental charges, including but not limited to hauling and waste removal. If not otherwise agreed to by both parties, then all charges will be paid at the time this contract is executed.

TERM: All privileges under this contract expire one year from this date, unless otherwise agreed upon. Customer hereby grants the Company a special Power of Attorney for the limited purpose of removing and relocating all property left in the area beyond the termination date of this contract, at the sole risk and expense of the Customer. The Company reserves the right to relocate the property, and the Customer agrees to aid the Company in doing so, at the Company's Discretion.

- i. **Holding Over After Expiration of Term: If Customer fails to remove the property by the expiration of the term, Customer understands that he will thereafter be charged at the posted daily transient rate as long as his property remains in storage with the Company.**
- ii. **Failure to Pay: If Customer fails to make a payment, whether during the term or after the expiration of the term, then 30 days after the due date of the payment the Company may sell, destroy, donate, dispose of, or otherwise remove the property. The Company will credit Customer's account with any value received from the sale of the property, but Customer will remain liable for any remaining account balance even if the property has been disposed of by the Company.**

INDEMNITY: Customer agrees to indemnify the Company against all claims, actions, proceedings, damages and liabilities, including attorney's fees, arising from, or connected with Customer's possessions and use of the storage space, including expenses incurred in the removal from the premises of the property.

WARRANTY: The Company makes no representation regarding the condition or safety of any storage facility. Customer agrees to hold harmless, protect and indemnify the Company from and against any and all loss, costs, damage, claims, suits, action at law and judgment, including attorney's fees, which may arise out of any injury to or death of a person, damage or loss of property, whether caused by acts of God, fire, windstorm, explosion, flood, burglary, theft, or otherwise.

INSURANCE: Customer agrees to maintain all liability for Customer's property during the storage period. Storage is accepted at Customer's own risk unless Customer has elected to purchase insurance from the Company at an agreed upon rate. Should any items insured against damages require repair or restoration, the Company retains the exclusive right to select the provider of the repair or restoration, which may be the Company itself, or a third party.

MAINTENANCE: No employment of outside commercial labor will be permitted by the Company, save the work done under warranty, without first notifying and providing the Company with an adequate certificate of insurance and prior approval.

NO BAILMENT: Customer understands and accepts that he has full control over the property and a bailment is not created by use of the storage area. Customer maintains sole responsibility for the property.

RULES AND REGULATIONS: The Company reserves the right to amend the terms and conditions of this agreement from time to time, and to make or change reasonable rules and regulations for the operation of the storage area; however, the stated charge shall not be changed during the term of this agreement. I agree to abide by the following and any additional rules and regulations of the Company.

- a. Outside Commercial Labor: All Outside Commercial Labor must register upon entering and leaving the Company's premises and present a certificate of insurance satisfactory to the Company prior to the starting of any work. They must also conduct their activities in a safe and clean fashion, leaving the Company's premises in the same condition as when they arrived. The Customer is fully liable for any damages that they cause to any of the Company's property or premises.

COLLECTION: Customer agrees that in the event that any amount due to the Company is referred to an attorney for collection, Customer will pay, in addition to interest thereon (at 1.5% per month), all collection charges including reasonable attorney's fees.

Additionally, the Customer agrees that if any bill is not paid in full within 30 days of the due date, then the Company may take any and all of the following actions:

1. Take full legal possession of all property;
2. Sell all property and utilize the sale proceeds to offset any outstanding balance due;
3. Discard or dispose of all property and assess the costs of such disposition to the Customer;
4. Any costs incurred by the Company to dispose of or sell any property shall be added to the Customer's outstanding balance due;
5. The sale of any property by the Company does not extinguish the rights of the Company to collect any outstanding balance due from the Customer that exceed the net sale proceeds received by the Company.