



Pack & Ride, Inc. Move Contract
 11311 Business Center Drive, Suite D, Richmond, VA 23236

Move Contract No.:		Move Contract Date:	
Origin		Destination	
Shipper (CUSTOMER)		Consignee (CUSTOMER)	
Address		Address	
Drop off Date		Feet of Trailer	
Pick up Date		Additional Services	
Toll-free during business hours: 1(866) 550-7225 EMERGENCY-ONLY number: 1(804) 423-8837 Fax number: 1(804) 423-8599		(Pricing includes tax, fuel, mileage, tolls, and one (1) complimentary week of storage)	
Agreed Price (based on linear feet of trailer space and optional services):			\$
Price per additional foot (not to exceed):		\$	
Total Price:			\$

This Move Contract sets forth the terms of the agreement between CUSTOMER and Pack and Ride, Inc. (PR). Vanpack rates are adjusted to the amount of linear feet used. Standard Liability Coverage: \$1.00/lb/piece up to a maximum of \$10,000 for all items in one trailer.

General Instruction: CUSTOMER must contact P&R to arrange delivery and pick up of trailer. Unless otherwise contracted, all dates are estimates, and PR will use its best efforts to meet them but will not be liable for its failure to do so.

1. **PAYMENT TERMS:** PR accepts payment by VISA, MasterCard, American Express, Discover, cashier's check or money order. Credit Card payment will be charged once full trailer is picked up. Shipment will not be released at destination until payment in full has been made.
2. **ESTIMATED CHARGES:** The shipment charges are based on requested trailer footage for Customer's designated shipment. Customer agrees to pay PR the price shown in the Pricing Summary above. Customer agrees to pay for additional Linear Feet used beyond the Requested Trailer Footage. It is the Customer's responsibility to measure the footage used in the trailer and enter that amount onto the Bill of Lading. The footage used will be subject to inspection by the driver. Length will be rounded to the nearest foot.
3. **CANCELLATION FEES:** Pack and Ride will collect a cancellation fee in the amount of \$50.00 in the event that the customer cancels the shipment within one week prior to the move date as shown within this contract. PR will collect a cancellation fee in the amount of \$150 in the event that the customer cancels the shipment on the day of the move date as shown within this contract.
4. **ADDITIONAL CHARGES:** Additional charges may be imposed as a result of: 1) Change in move date; 2) change in origin and/or destination city/zip code; 3) fines; 4) trailer detention is \$100 per trailer per day ; 5) Gypsy Moth quarantine (California); 6) cancellation; 7) redelivery (\$250 per redelivery attempt); 8) trash or boxes left in trailer; 9) failure to return trailer in the same condition as presented (up to \$1,000 per trailer); 10) change in the amount of linear feet used; 11) Driver detention (\$75/hour); 12) Same day service; 13) Saturday delivery and/or pick-up; 14) declined credit card charge (\$25); 15) detention charges will apply if payment is not made within terms of contract
5. **STORAGE AGREEMENT:**
 - (a) In the event Customer desires to store personal property in one of PR's storage trailers ("Trailer"), PR will provide storage to Customer's ("Storage") for rental fee of \$150 a week or \$400 for four weeks ("Storage Fee"). Storage will continue week to week. Location of the Trailer during term of the Storage is at PR's discretion; storage payment will be taken automatically every 4 weeks.
 - (b) All personal property stored in the Trailer is stored at risk of Customer.
 - (c) Either Customer or PR may terminate the Storage provisions of this Agreement by giving the other party at least 30 days prior notice; however, in the event the Storage provisions of this Agreement are terminated by Customer, Customer must remove all personal property from the Trailer prior to termination, otherwise, Storage Fees will continue to accrue.
6. **OPTIONAL EQUIPMENT:** PR will provide a security partition, which is a PR supplied wall that acts as a separator between Customer's goods and other cargo on the trailer (the "Security Partition"), during loading of your goods if move is scheduled two (2) weeks in advance. **Ramps are not included with the trailer.** Ramps must be reserved when you secure your move. If a ramp is reserved at the origin and/or destination, the ramp will be delivered with the trailer. Ramps are subject to availability and cannot be guaranteed. The ramp will be available for use for a maximum of three business days unless otherwise specified. Customer is responsible for contacting PR when loading/unloading is complete. The ramp must be loaded outside the Security Partition wall when being returned. The ramp does not travel with your shipment. Additional charges of up to \$1500 will be applicable if the ramp is not returned to PR or the ramp is not returned in the same condition as it was presented.

7. TRAILER PARKING: A twenty-eight (28) foot commercial trailer (unless otherwise specified) will be delivered at Customer's sole risk at the origin/destination location. It is Customer's responsibility to obtain permission for the placement of the trailer at the origin location for loading and at the destination location for unloading. Customer will be responsible for any subsequent parking charges, violations and/or vehicle towing.

8. CONTRACT CHANGES: Modification to this Move Contract will be made only when such modification is in writing and has been signed and/or initialed by both CUSTOMER and PR.

9. PACKING AND UNPACKING: Trailer will be delivered at the origin and destination locations for packing and unpacking on the Drop off Date and at completion of delivery service. Customer has up to three (3) business days for packing and unpacking. Customer is solely responsible for packing and unpacking trailer. Proper packing and protective padding products are to be supplied by Customer. Customer is responsible for installing the Security Partition. Customer is responsible for contacting PR when packing or unpacking of trailer is complete, obtaining permission for the placement of trailer at the agreed upon location and situating trailer for ease of packing and unpacking. PR may impound, dispose, sell, detain, or store Customer's goods that remain unpaid or unclaimed with no storage contract in place longer than 30 days after trailer is available for delivery to destination address.

10. LIMITED LIABILITY: PR makes no representations or warranties, express or implied, with respect to trailer or services provided under this Move Contract. Customer voluntarily assumes all risks and releases and agrees to indemnify and hold harmless PR, its agents and employees from any and all claims for loss, damage or delay arising from trailer and services provided under this Move Contract, including any and all claims for damage arising from placement of trailer on the origin or destination properties. CUSTOMER authorizes PR or its agents to place trailer on the origin and destination properties without Customer present. PR shall not be liable for any loss, damage, or delay caused by hazardous materials, Act of God, public enemy, authority of the law, or any act or default by Customer or third parties. PR shall be liable solely for the negligent acts of PR, its agents or employees and then only to the amount of the Standard Liability Coverage stated above.

11. APPLICABLE LAW: This Move Contract is made in the Commonwealth of Virginia and shall be construed in accordance with the laws of such state and with applicable federal laws and regulations.

12. FREEDOM TO CONTRACT: PR is free to contract with any federally licensed carrier for the shipment of Customer's goods and such shipment shall be subject to the Uniform Bill of Lading issued by that carrier and the federal laws and regulations governing commodity carriage. In case of physical necessity, any carrier may forward a shipment via another carrier. If any carrier's bill of lading conflicts with the terms of this Move Contract, this Move Contract shall control the terms and conditions of the agreement between PR and CUSTOMER.

13. DISPUTE RESOLUTION.

a. Should a dispute arise relating to any term or condition of the Move Contract, PR can elect, at its sole discretion, to engage in mediation or arbitration or to pursue resolution in the City of Richmond or the County of Henrico Circuit or General District Courts.

b. Should PR employ an attorney to institute suit or demand arbitration to enforce any of the provisions hereof, to protect any interest arising under this Move Contract, or to collect damages for any breach of the Move Contract, PR will be entitled to recover reasonable attorney's fees, costs, charges and expenses expended or incurred therein (Legal Fees). "Reasonable attorney's fees" is defined as 1) 1/3 of the principal amount due or 2) the customary hourly charges of PR's attorney, whichever is greater.

c. CUSTOMER consents to jurisdiction in the Commonwealth of Virginia, and venue for any mediation or arbitration under this Move Contract in the City of Richmond, Virginia; or suits to enforce this Move Contract in the courts of the City of Richmond or the County of Henrico, Virginia, at PR's option.

14. PAYMENT TERMS-DELINQUENCY/DISPUTES. Interest on unpaid balances and Legal Fees will be assessed at 2% per month, compounded monthly, beginning five business days following the payment dates set forth in this Move Contract (unpaid balances) or ten business days following the mailing of a statement of Legal Fees. Partial payments shall be applied first to other legal expenses, then to attorney's fees, then to interest, and lastly to principal.

15. WAIVER OF JURY TRIAL: **WITHOUT INTENDING TO LIMIT THIS MOVE CONTRACT, TO THE EXTENT ANY CLAIM IS NOT MEDIATED OR ARBITRATED, THE PARTIES IRREVOCABLY AND VOLUNTARILY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF SUCH CLAIM. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS MOVE CONTRACT.**

This waiver is knowingly, willingly and voluntarily made by CUSTOMER and PR, and CUSTOMER and PR hereby represent that no representations of fact or opinion have been made by any individual to induce this waiver of trial by jury or to in any way modify or nullify its effect. CUSTOMER and PR further represent that they have had the opportunity to discuss this waiver with independent legal counsel.

16. SEVERABILITY: If any provision of this Move Contract is, for any reason, adjudged by a court to be invalid or unenforceable, such judgment shall not affect, impair or invalidate the remainder of this Move Contract.

By signing and dating below, CUSTOMER agrees to the terms and conditions herein and acknowledges that this document represents the entire agreement between PR and CUSTOMER, notwithstanding any prior or contemporaneous oral or written representations. **NO ORAL PROMISES OR AGREEMENTS ARE A PART OF THIS MOVE CONTRACT.**

This is a legally binding document. Please read and keep this for your records.

By:  VP
PACK & RIDE, INC. TITLE

Customer Date