



Box-n-Go U Customer Welcome Package

Dear Customer:

We would like to thank you for choosing Box-n-Go U for your storage and moving needs. It is our privilege to serve you and we look forward to working with you.

Soon you will be accepting the delivery of your storage and packing supplies. This is why we are attaching the information that will help you understand the Box-n-Go U storage and moving process better, as well as help you pack your belonging properly and efficiently. We recommend that you read the following documents carefully and keep them for future reference:

- ✓ **Box-n-Go U Services Guide and Other Important Information**
- ✓ **Tips on How To Pack Specific Items**
- ✓ **Items You Shouldn't Pack**

We hope that you are taking full advantage of all the benefits and services Box-n-Go U provides.

Box-n-Go U is committed to providing you both high quality and convenient moving and storage services at the lowest possible cost. If you have any questions, please do not hesitate to contact us at (877) 269-6461. Our dedicated Customer Service Representatives are available to assist you.

Thank you again for your business. Wishing you a great and worry free storage and moving experience,

Box-n-Go U

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Questions?

If you have any other questions regarding our services, e-mail us at customerservice@box-n-go.com or call our customer service team toll-free at 1.877.269.6461. We look forward to assisting you with your storage and moving needs.



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BOX-N-GO U SERVICES GUIDE AND OTHER IMPORTANT INFORMATION

Welcome aboard. We thank you very much for your business and would like to make your storage and moving experience as convenient and simple as we can. Please review the following information to familiarize yourself with the details and features of the services Box-n-Go U provides.

Description of Box-n-Go U Storage Services

We offer a new concept in storage that is both simple and convenient – we deliver the packing supplies and boxes to you. Once the packing supplies are delivered, you pack your belongings up and schedule the pick-up. We come, pick up your boxes and loose items and store them for you for as long as you like. When you need your belongings back, you schedule the return delivery and we deliver your boxes and items back to you. Simple!

Unlike the traditional storage companies operating the storage facilities all over town, we operate a large commercial, strategically located warehouse where we store uniformly sized storage containers that are specifically designed and constructed for moving and storage. Your boxes and belongings will be stored inside one or several of such special storage containers. Safe and Secure.

Also, unlike the traditional storage, where you would have to bring your belongings to the storage facility, we come right to your home to pick your belongings up.

While in storage, your belongings are securely placed inside one or several of special storage containers, which, in turn, are stored inside our warehouse facility which is equipped with around the clock alarms, fire sprinklers and surveillance systems.

We will store your belongings for you for as long as you need us to. When you want your belongings back, we can either deliver them back to you, or you can pick them up yourself at our warehouse. See your rental agreement for further details and terms and conditions applicable to this service.

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TIPS ON HOW TO PACK SPECIFIC ITEMS - PACKING 101

There are 3 key ingredients to preparing your belongings for safe storage:

1. Selecting the right size packaging.
2. Packing the items properly.
3. Labeling your items.

SELECTING THE RIGHT SIZE PACKAGING.

Choosing the right size box is important start to the proper packing. There are many different size and type boxes that are available. Here are few tips to keep in mind:

Small Boxes (1.5 cubic ft) - are best used for heavy items (mostly books).

Medium Boxes (3.0 cubic ft) - this is a perfect multi-purpose box. Use this box for just about anything from small appliances, clothes and bulky (but not overly) heavy things.

Large Boxes (4.5 cubic ft) - is perfect for large, light-weight items, such as pillows, linens, comforters, sweaters, winter coats, Tupperware, etc. These boxes are big, so remember to minimize the weight for easier lifting.

Once you have chosen the right size box for your items, prepare the box for packing:

In constructing and sealing your boxes, pay close attention to the quality of the closure. We suggest the use of 2-3 inch wide pressure sensitive plastic tape. You will need three strips of tape for both the top and the bottom of the box. Do not use masking tape or string. Tape each loose edge of the box. Make sure that all sides are taped to assure there are no broken boxes. Simply folding each side of the box is not sufficient. If you did not purchase a tape from us, please use a quality packing tape to seal your boxes.

PACKING THE ITEMS PROPERLY.

The most common error made in packing is failing to properly protect the contents within the packing box. When this happens, shocks received on the outside of the carton can pass through to the contents, causing damage. You should consider the following suggestions when packing your boxes:

1. **Don't skimp on packing material:** There should be AT LEAST a two inch barrier of protective packaging material (even clothing helps) between your items and the box wall. Make certain that items in the boxes are secure enough so that they cannot move around inside. Use clothing, towels, blankets, or crumpled newspaper to fill open spaces. Use bubble wrap, towels, blankets, newspaper, or clothes to pack fragile items such as picture frames, mugs, alarm clocks, etc.
2. **Take your time packing your belongings:** Packing up a year's worth of stuff can take up to an entire day. Leave yourself plenty of time.
3. Do not over pack your box! Over packing your box can cause it to break down over time. Do not put more than **50 pounds** in your box! **Distribute the weight** in your boxes evenly. Do not put all

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the heavy items in one box. For example, do not put all of your text books in one box! Mix books with lighter items such as sweaters and bedding. Separate your heavy items into multiple boxes. Place heavier objects as close to the center of the box as possible to minimize the risk of breaking the box. Heavy items should be packed in smaller boxes by themselves or stored individually.

4. **Delicate items** should be packed tightly in boxes with soft items around them. All electrical cords need to be wrapped up and securely taped or tied to the item it belongs to.
5. **Secure and Seal ALL Boxes and Storage Items. Tape your boxes very thoroughly! The more tape the better. This will help prevent your box from incurring any damage.**
6. All of your items **must be cleaned** before storing with us. Bikes, fridges, microwaves, and other non-boxed items must be cleaned. You are responsible for any dirt, mud, water, or anything else that may damage yours or other people's belongings.

Thoughtful packing will reduce the risk of damage and save you money.

NOTE: Please make sure that ALL boxes are less than 50 lbs!

What You Shouldn't Pack

Box-n-Go U has the right to refuse pick up of any item, or open or inspect any item at any time for any reason at their sole discretion. **There are items that can NOT be stored or shipped as they are deemed high value, irreplaceable, or could damage both your items and the items around them (for which you will be responsible for) and would not be covered under Box-n-Go U Protection Plan:**

- Jewelry, coins, cash, and collectables.
- Items of intangible value (deemed irreplaceable or valued at more than \$500).
- Extremely fragile items (e.g. mirrors).
- Heat/cold sensitive item
- Flammable, hazardous or illegal substances (such as hair spray as an example)
- Liquids: Shampoos, laundry detergents, cleaning supplies, etc.
- Improperly packed items, including furniture that is not adequately wrapped.
- Live animals and insects, perishable foods, weapons, illegal drugs and related paraphernalia.

The Customer accepts full responsibility and liability for any damages or losses that result from failure to adhere to these restrictions.

How to Pack Miscellaneous Items.

Plastic Storage Bins: Plastic storage bins with casters must have the casters removed and placed inside the bin. Light items may be stored inside of the bins avoid packing any heavy items inside drawers. The bins need to be secured shut with tape before storage. If you choose to tape separate containers together, please affix label with your name on each container.

Bedding, Linens and Winter Clothes (soft goods): Use your bedding, linens and winter clothes to pack as cushioning around items such as small TV and printers. Otherwise pack them in medium size boxes.

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Electronics/ Fragile Items: All electronics and fragile items must be packaged in their original packaging to be covered by Contents Protection policy. Original packaging will ensure the safety of the contents.

If the original packaging is not available, and you still would like us to store this item for you, we will, however, please keep in mind that protection policy claims are void if your electronics aren't packaged the way you purchased them. We suggest in such cases to wrap each item with bubble wrap and pack soft items such as towels, sweatshirts and bedding tight around the equipment and all the opened spaces are filled. There must be at least a two-inch barrier of packing material between any item and the wall of the box. Make sure that items in the boxes are secure enough so that they cannot move around inside.

Label the outside of the box **"Fragile"** so our movers will be aware of that.

NOTE: Unboxed electronics will not be accepted.

Furniture, File Cabinets & Desks: Remove contents prior to moving so that your items are not too heavy. Make sure that all drawers and shelves are completely closed and taped shut. (If the item can be disassembled, it will save on the cost). Separate the shelves from the frame, and tape them together tightly. Store any loose hardware in one of your boxes. Try to cover furniture to prevent minor scratches during handling. Particleboard furniture is not very sturdy, and cannot handle the weight at times. Place a label securely on the cabinet or desk. If tape will harm the item, you can tie strap the label to one of the hinges or knobs.

Book Cases and Book Shelves: If these can be disassembled, we recommend separating the shelves from the frame, and taping them together tightly. Store any loose hardware in one of your boxes. Place a label with your name on each package.

Books: Pack all books in our small size boxes (1.5 cu.ft.) to minimize weight. Do not put books in any other box due to weight limitations. Remember, if you can't move it, chances are our movers will struggle with this box as well.

Carpets & Rugs: Tightly roll up your carpets and rugs; tape at both ends and in the middle. Make sure your carpets and rugs are covered in plastic if you want to keep them free from dust. Place a label with your name on it.

Mattress & Box Springs: Mattresses and box springs must be protected with plastic bags. Plastic cover bags for mattresses and other items can be purchased on our website and delivered to you. Mattresses and box springs need to be stored as separate items. Secure a label to the outside of each item if possible.

Bed Frames: These need to be disassembled and secured for storage. Metal bed frames can be folded up and taped together. Wooden bed frames need to be disassembled. Secure a label to the outside of each.

Futons: Futon mattresses need to be folded in half and covered with plastic for further protection. Plastic cover bags for mattresses and other items can be purchased on our website and delivered to you. Disassemble the frame as much as possible. Any loose items such as plastic detachable legs need to be removed from the futon or properly secured for moving. One piece futons can be stored as they are.

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Place labels securely on both the mattress and the frame.

Refrigerators: Refrigerators must be thawed and drained before storing. Typically you'll need to unplug your fridge and leave it open for at least one day for the ice to melt and the water to drain. Make sure your fridge is completely defrosted, dry and CLEAN at the time of pickup or you will risk it returning back to you smelly. Secure loose items inside of the fridge. Place a spacer between the door and tape shut. The spacer will allow air to circulate so that it does not smell when you get it back. The power cord should be stuffed in the bottom of the fridge so the cord is not dragging behind. Place a label with your name on it.

PLEASE NOTE: If the fridge has any fluid dripping from it, or has not been completely defrosted and dried prior to pick up, it can potentially cause mold and mildew damage to boxed items belonging to you or other customers. A defrosting charge of \$50 may apply and a pick up may be refused at Box-n-Go U discretion.

Microwaves If microwave does not fit into a box we will accept them as they are. The glass turntable in the microwave needs to be either removed and stored separately or securely taped to the bottom of the microwave. We recommend that you tape the power cord on the back of the unit. For the protection of all of our customers, all microwaves and kitchen (food) items must be cleaned. **A label with your name on it is required.**

Lamps: Small desk lamps can fit into a large box with other soft goods. Tall lamps can be taken the way they are, but if the lamp can be disassembled it could fit into a large box with other soft goods. Light bulbs must be removed. We are not responsible for storing light bulbs. **A label with your name on it is required.**

Fans: The smaller desk fans can fit into either a medium or a large box. Large box fans or tall fans need to be stored separately. Place a label securely on each fan.

Vacuum Cleaners: They are fine the way they are. Just make sure to empty dust collection bowl/bag and make sure that all attachments are taped and secure. **A label with your name on it is required.**

Trunks and Luggage: Make sure that these items are locked or securely taped to prevent the contents from spilling during handling. Place label with your name directly on top and on the side as well.

Bicycles: Bikes can be stored as they are. Place a storage label somewhere on the bike where it will not come loose during the moving process.

Miscellaneous Items: Use common sense when packaging other items not listed above.

LABELING YOUR ITEMS.

All boxes and individual items must be clearly labeled. Please enter all the required information and print the labels through our website. The labels you print must be affixed to all your storage items, including your furniture. In addition to the label, **write your full name and item ID number** with a black permanent marker on **at least one side and the top of every box**. Make sure that your labels are securely taped on all of your miscellaneous items and visible.

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Note: Keep in mind the labels may not come off easily next school year when we re-deliver, so be sure to place it on a place that won't damage your things.

We recommend printing all shipping labels the night before your scheduled pickup to ensure that they are able to be picked up by our team.

If you are using your own boxes, be sure any old addresses and markings are crossed out.

Unfortunately, **we cannot accept any unlabeled boxes or items.**

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ITEMS YOU SHOULDN'T PACK

The following is the list of items that the storage and moving companies, by federal law or internal policy, cannot accept for storage and transportation. These include hazardous materials, perishable and high value items:

Hazardous Materials (items that are flammable, corrosive or explosive):

- Aerosols
- Ammonia
- Car batteries
- Charcoal
- Charcoal lighter fluid
- Chemistry sets
- Cleaning solvents and liquid bleach
- Pesticides and Fertilizer
- Fireworks
- Gasoline, kerosene, lamp oil, etc.
- Matches
- Paints and paint thinner
- Nail polish remover
- Poisons
- Pool chemicals
- Bottled gas such as propane tanks and oxygen bottles
- Automotive repair and maintenance chemicals such as motor oil
- Pharmaceuticals
- Firearms, ammunition and explosives

Perishables (food, plants or living things that may die or spoil in transit):

- Frozen and refrigerated foods
- Plants
- Produce
- Open or half used foods
- Food in glass jars

Not recommended (items of personal importance or sentimental value):

- Collectibles (stamp or coin collections, etc)
- Legal documents such as deeds or wills, etc.
- Family photographs
- Securities
- Valuables such as cash, jewelry, furs, etc.
- Prescription drugs needed for immediate use
- Any item extremely fragile such as tall mirrors
- Medical and family history records

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BOX-N-GO U NON-NEGOTIABLE STORAGE SHIPPING SERVICES AGREEMENT TERMS AND CONDITIONS

By reserving and using the Box-n-Go U storage, moving and shipping services Customer accepts these Terms and Conditions, Addendums hereto, Rules and Regulations posted at the facility, State and Local governing laws (which are incorporated herein by reference) and miscellaneous confirmation e-mails forwarded to Customer from time to time as the Terms of the Agreement between the Customer and Box-n-Go U.

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE YOU UNDERSTAND EACH PROVISION. BY EXECUTING THIS AGREEMENT, THE OCCUPANT ACKNOWLEDGES THEIR UNDERSTANDING THAT AS A MINIMUM:

- Customer's stored property is subject to a claim of lien in favor of the Company for unpaid rent and other charges and may be sold by Box-n-Go U to satisfy such lien.
- Proper packing, loading and unloading is the Occupant's Responsibility. No box or separate item shall weigh more than 50 pounds.
- Occupant is liable for any damage their stored contents may inflict on the property of others;
- By executing this agreement Occupant acknowledges that no Prohibited Goods as defined herein will be stored;
- Occupant expressly agrees to indemnify, defend and hold the Company harmless from any and all claims, losses, damages, liabilities and expenses;
- By executing this Agreement Customer acknowledges their understanding that all parties to this Agreement are required to arbitrate their disputes and the manner in which the Customer can seek relief from the Company is limited

1. GENERAL.

This agreement is made between Customer and/or Customer's Agent (hereafter collectively referred to as "Customer") and Box-n-Go U, a Flat Fee Movers, Inc. service operated under a licensing agreement with Box-n-Go, LLC. For the purposes of this contract, Box-n-Go U is acting as an independent-contractor subhauler within the meaning of the California Household Goods Carrier Act (PUC codes Division 2, Chapter 7 and Maximum Rate Tarif 4, latest edition) for Box-n-Go, LLC (the principal carrier) and both Box-n-Go U and Box-n-Go, LLC are liable for any loss or damage that may occur during the provision of the services subject to this Agreement.

- (a) The Terms and Conditions set forth below; and
- (b) The Terms published electronically at <https://myaccount.boxngo.com> (as such terms may be amended from time to time) and incorporated by reference herein.

Customer understands and agrees that the electronically published Terms may or may not be physically attached to this Agreement or any documentation or communication created or exchanged among the Parties; and that any failure to attach such Terms, in whole or in part, shall have no effect on their validity and applicability. Except as expressly provided to the contrary, the term "Agreement" refers to Company Terms and Conditions of Service. Customer is required to read the entire Agreement carefully as it contains provisions that limit Customer's rights and governs Customer's obligations in connection to the services provided by the Company.

Any special terms associated with shipment of goods via Company's shipping provider can be found at their respective Web sites: www.usps.com, www.fedex.com or www.ups.com.

2. DEFINITIONS.

As used in this Agreement the following terms are given special meanings:

2.1 Company. As used in this Agreement includes Box-n-Go U, Flat Fee Movers, Inc., Box-n-Go, LLC and, to the extent of any limitations on liability of Flat Fee Movers, Inc. and Box-n-Go, LLC, including their officers, directors, employees, principals, and any other affiliates or agent(s) of the company acting in the representative capacity and/or within the scope of their employment.

2.2 Customer. A person authorized as Customer and/or Customer's Agent listed elsewhere in this Agreement. A customer may be any person, whether an individual, firm, corporation, partnership, or trust.

2.3 Goods. The personal property which Company has agreed to store pursuant to this Agreement, including goods, merchandise, documents, household items, appliances, as well as other movable property not permanently affixed to land or any structure.

2.4 Services. Any services, as described below, that Company provides relative to purchase and delivery of packing supplies, handling of Customer's belongings, pick up, delivery, storage and shipping of goods as defined above, subject to payment of all fees as may be applicable.

2.5 Climate Controlled Storage Facility. For the purposes of this Agreement, a Climate Controlled Storage Facility is a storage facility with proper ventilation and adequate temperature range (measured inside the facility) as may be required for the storage of personal belongings. This does not mean the facility is air conditioned.

2.6 Delivery Services. Any transportation services provided by Company or other licensed motor carrier contracted by Company.

2.7 Prohibited Goods. Goods, which are not allowed to be packed inside the Company's boxes or to be picked up, transported and stored by the Company and defined elsewhere in this Agreement.

2.8 Independent Service Provider. A company providing supporting services, as defined in this Agreement.

2.9 Shipping Carrier. An independent service provider subcontracted by the Company to ship Customer's goods from storage location to Customer's destination.

3. PAYMENT TERMS AND CHARGES

3.1 Payment Terms and Accepted Forms of Payments. Buy using the services as provided by the Company, or products purchased from Company, Customer agrees to the pricing and payment terms and to pay the Company for all the services rendered. All payments due shall be in full without proration or deduction of any kind. Company accepts payments made with Visa, Master Card or Discover Card. Checks or cash are **not accepted** and should not be given to Company representatives under any circumstance. The Customer agrees to enter a valid credit or debit card during the service sign up process to ensure proper credit for billing purposes and to reserve a space for Company's services. The Customer hereby authorizes Company to charge the Customer-provided credit card or bank account for the balance owing for the services rendered and any additional fees. Partial payments shall have NO effect on Company's right to foreclose its lien on the stored goods. Customer agrees that Company may require rent, fees and other charges be paid in cash, certified check or money order. Customer agrees that payments for various services will be remitted as follows:

- (a) All initial charges for pre-paid term packages, packing kits and materials are due in full on the day when such kits and materials were ordered. Payments for these charges shall be remitted to Company at the address as designated by Company in writing.
- (b) All initial charges for storage and moving services including deposits, transportation fees, first month rental, additional packing materials and other charges are due in full on the day of pick up ("Anniversary Date"). Payments for these charges shall be remitted to Company at the address as designated by Company in writing.
- (c) Recurring monthly storage rent, and other charges are due on or before the term anniversary date for each calendar month, and are to be remitted to Company, or any other address as designated by Company in writing. Customer agrees to pay all charges associated with the storage service within ten days (10) after the term anniversary date for each calendar month, whichever occurs earlier, without offset or deductions of any kind. Should a partial payment be due for any rental period, the payment therefore shall be prorated based on a 30-day month.
- (d) Payment of all the amounts due upon items Shipping, Access or Redelivery shall be made in certified funds only (credit cards, cash, money order, or cashier's check) and remitted to Company at an address as designated by Company in writing and may be requested at least twenty-four (24) hours prior to the scheduled Access or Redelivery. If the Customer has failed to pay the charges for the services or any additional fees prior to the date of scheduled shipping or delivery, Company reserves the right to hold the Customer's possessions until payment has been received in full. The Customer acknowledges that the Customer's failure to pay the Customer's account in full prior to the delivery date could result in a change in the delivery date and the assessment of additional fees.
- (e) Any past due payments will be applied to the oldest delinquency first, including the late fees and other charges which have become due.

3.2 Minimum Charges. Each box or item added to Customer's account subject to Company services is subject to minimum rent charges regardless of the actual storage duration. Any such minimum storage service charges are in addition to transportation, other fees and charges that may be due and are as follows:

- (a) Should Customer terminate their Agreement with the Company for any reason prior to the end of the first month of storage starting from the day of pick up, the **Minimum** charge will be computed as one-month storage service fee as described below for each box/item serviced.
- (b) Special negotiated or promotional discounts that may have been provided to Customer as a part of this Agreement are subject to such promotional discounts additional Terms and Conditions and may be terminated at Company's option should Customer's account be fourteen (14) or more calendar days past due. Should such term or promotional discounts be terminated as per above, the new service charges will be added to Customer's account at the then-current standard rates.
- (c) The actual storage service charges beyond the minimum charges above will be prorated per day only after this Agreement has been terminated as described elsewhere in this Agreement and ALL the charges are paid in full in accordance with Payment Terms described in this Agreement. All the amounts due to be refunded to Customer as a part of such prorate will be returned within 30-day period following the Agreement termination date. All the refunds will either be posted back onto Customer's credit card on file or by check mailed to Customer's last known mailing address.

3.3 Invalid Credit Card Information. Customer acknowledges that the Customer remains indebted to Company for any balance owed on the Customer's account as a result of invalid credit or debit card information, Company's inability to receive credit or debit card charge authorizations, or for any other reason that prevents Company from being paid for the services and any additional fees.

3.4 Chargebacks and Reversals. Company handles all chargebacks and reversals as potential cases of fraudulent use of products or services offered and/or theft. In cases



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where Company has provided a product or service and it's been verified that a Customer has received a product or service and/or refused or returned product(s), whether or not they have used the product or service in any way, possible actions taken by the Company may include filing a mail fraud complaint with the Internet Crime Complaint Center (IC3) and/or reporting the incident to the appropriate authorities.

Any online transactions claimed fraudulent and a resulting chargeback requests will be defended against using IP address information captured during the ordering or account accessing. This digital proof of whom and where the order was placed will be submitted to the proper authorities. This information may be used in a civil and criminal case, if there is fraudulent use of services or theft of product(s).

3.5 Cancellation/Re-Scheduling Policy. Customer acknowledges their understanding that any scheduled pick ups or deliveries can be cancelled or re-scheduled at no cost up until 2 pm one business day prior to the day of scheduled delivery or a cancellation fee may be charged. All cancellations shall be handled in person by calling the Company (e-mail and/or voicemail notifications are not accepted). Re-scheduling the pick-up or delivery will be subject to availability. The pick ups/deliveries cancelled on a shorter notice are subject to published, full price on-demand pick-up/return fee.

The packing kit order can be cancelled up to 1 business day prior to scheduled ship date. The full kits or partial kits may be returned for a refund. Shipping costs and administrative fees are non-refundable.

3.6 Returned Packages. Packages shipped to Customer's destination upon Customer's request and returned marked "Return to Sender" will NOT be processed or refunded. Customer acknowledges their understanding that shipping and handling fees are non-refundable.

3.7 Changes in Rental Rates and Other Charges and Fees. All published Company's storage fees, rates and other charges are subject to change at any time, whether during or after the service term. Changes in pick up/return and other charges will be effective immediately. All published storage fee amounts are subject to adjustment commencing on the one-year anniversary date of the Move-In Date and on each anniversary thereafter. At that time the storage fee amount may be increased by up to 3% at Company's determination. The above annual storage fee amount adjustment shall be effective without any additional notice. All other changes in the monthly storage rates will become effective upon a 30-day advance written notice given by Company to the last known address of the Customer. Any such changes in the monthly storage charges and other charges and fees shall not otherwise affect the Terms of this Agreement and all the Terms and Conditions of this Agreement shall remain in full force and effect.

3.8 Rates, Charges and Fees. All of the following service rates, charges and fees are the standard Company charges as set forth in this Agreement. These rates are listed per item or per occurrence, except where noted, and will be assessed as appropriate. Customer agrees to pay these charges if and when assessed:

PACKING KIT FEE	AT CURRENT PUBLISHED RATE
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The cost and contents of the storage kit are detailed at <https://www.boxngo.com>. The cost shown does not include shipping, storage, bulk pick up of items for storage from Customer, return delivery of the same items back to Customer at the end of the storage term, administrative fees or other charges. This fee is not refundable.

NON-REFUNDABLE REGISTRATION FEE	\$17.00
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The Customer may choose not to purchase a kit. In such instances Customers will be charged the above fee to register for the service. This fee is not refundable.

MONTHLY STORAGE FEE (PER BOX/ITEM, PER MONTH)	AT CURRENT PUBLISHED RATE
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The charges are shown per Box-n-Go U carton or an individual item, weighing under 50 pounds, as specified at <https://www.boxngo.com>. The actual storage service charges will be applied to every 50 pounds of item's weight for the overweight items.

CONTENTS PROTECTION FEE (PER BOX/ITEM, PER MONTH)	AT CURRENT PUBLISHED RATE
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Customer is responsible for insuring their belongings. Minimum of \$100 per box/item stored coverage is provided at no cost. Customer can either purchase a third-party insurance and provide the evidence of required coverage or purchase a protection plan. The protection coverage fees (one per each box/item) will be charged for the corresponding protection level as selected by the customer and based on the current published rates. Same level of coverage will apply to all the boxes/items stored. Protection plan is subject to liability limitations listed elsewhere in this Agreement.

ON-DEMAND PICK-UP/RETURN FEE	AT CURRENT PUBLISHED RATE
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The above fee will be assessed for each pick-up/return that takes place outside of published bulk pick up/delivery schedules or locations.

EXPEDITED PICK-UP/RETURN SURCHARGE	\$50.00
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The above surcharge will be assessed in addition to the pick-up/return fee as outlined above for any rush delivery services (such as same day pick-up/return) or re-delivery transportation services requested with less than fifteen (15) days advance notice. This fee will be assessed at Company's option should the Company agree to re-deliver Customer's belongings without the above notice.

RE-PACKING/STAND BY TIME	\$100.00/Hr
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The above fee will be assessed if Customer requests or otherwise causes Company personnel to wait longer than 30 minutes from the initial arrival time at Customer's

delivery address or the items being picked up are improperly packed and the Customer wished for the Company representatives to re-pack them. Any additional packing materials that may be required will be added to the account in addition to this charge.

OVER THE WEIGHT LIMIT HANDLING FEE	\$50.00
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The above fee will be assessed for every 50 pounds in excess of the 50 pounds limit for each Box-n-Go U or Customer carton/item. This fee is non-refundable. In addition, if shipping services are chosen, any items over 65 pounds may be subject to Carrier surcharges. This fee will be charged in addition to the additional rent charges, which will be proportional to the extra weight.

APPOINTMENT CANCELLATION/RE-SCHEDULING FEE	\$30.00
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The above fee will be assessed if Customer/Agent cancels or re-schedules the delivery, pick up or access appointment after 2 pm three (3) business days prior to the day of the scheduled delivery/pick up or access. Any scheduled delivery/pick ups where items are not ready for pick up, including any other inability to submit any item for pick-up/delivery, will be considered as cancelled delivery/pick ups.

Customer agrees to give Company at least **(2) business days advance notice** for all warehouse access/move out appointments. The above fee will be assessed if Customer/Agent does not access their belongings or notify the Company of access cancellation at least one (1) business day prior to the scheduled access time.

WAREHOUSE HANDLING FEE	\$65.00
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The above fee will be assessed for occurrence when Customer self delivers/picks up items for storage at the storage facility, schedules access appointments or otherwise requests their stored boxes or items handled by Box-n-Go personnel.

STORAGE FACILITY WASTE DUMPSTER USAGE, PER OCCURRENCE	\$25.00
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The above fee will be assessed for each occurrence when any articles or refuse are deposited into Company waste dumpster (up to 1 cubic yard).

NON-SUFFICIENT FUNDS CHARGE	\$45.00
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The above fee will be assessed for each dishonored, bad or rejected check or credit/debit card transaction or draft from Customer to Company.

LATE FEE, PER EACH BOX/ITEM	\$5.00
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All charges are due in full each month, on the term anniversary date. A late fee above will be assessed, if any balance owed is not paid by the due date set forth herein and will be applied to accounts with 14 consecutive days of any past due balance. Late fees are due and owing irrespective of whether Company sends any invoices to the Customer.

LIEN ADMINISTRATION FEE, PER EACH BOX/ITEM	\$15.00
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Applied after 30 consecutive calendar days of any past due balance, whether or not foreclosure auction occurs.

FORECLOSURE ACTION FEE, PER EACH BOX/ITEM	\$25.00
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Applied when the goods are scheduled for action.

4. PICK UP, STORAGE AND DELIVERY SERVICES.

Company services as described in this agreement are subject to several restrictions and include packing kit provision; packed belongings pick up, transportation, storage, return delivery of Customer's personal items.

Company reserves the right, in its sole discretion, to refuse picks up, storage or delivery of any items it deems may violate the terms of this Agreement, or which Company deems to be impracticable to transport or store.

4.1 Packing Kits. During the sign-up process customers may choose to order one (1) or more packing kits. Packing kit purchase is not required in order to receive the below described services, however a registration fee will be applied to the account.

Each Company Packing Kit is as described on Company's web page during ordering. The quantities of supplies included with the kit are based on the typical customer usage. Company does not guarantee that the supplies included with the kit are adequate for the specific Customer's needs.

Each packing kit will be delivered to the Customer's address provided during the ordering process. The Customer will be advised of the dates for when the kits purchased will be delivered.

Items that do not fit inside the boxes provided as a part of the kit will be treated as a separate service item(s) subject to the individual service charges as described herein and published at <https://www.boxngo.com> or www.boxngoU.com.

4.2 Bulk Pick Up Services. If Customer selects the pick-up service offered by the Company, Company will pick up Customer's belongings at a place designated by Customer in this Agreement, provided, however, that this address falls within the Company service area. Company may offer FREE, bulk, on-campus and near-campus pickups on pre-scheduled published dates that coincide with the majority of student's move-out (based on academic calendar) at the end of most semesters/quarters.

Customer agrees to be present to release their goods at the specified pickup date, time, and location. All changes in schedule are subject to Cancellation/Re-Scheduling Policy as described herein.

Customer may choose to self drop-off their items at the storage location subject to a self-drop off fee.



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Customers may also choose to have their items shipped to Company's storage location via a common shipping carrier of Customer's choosing to be accepted and placed in storage subject to a self drop off fee.

4.3 On-Demand Pick Up/Delivery Services. If there are no free pickups scheduled or the available free pickup schedules are not convenient for the Customer, then a special on-demand pickup can be scheduled for an additional fee. On-demand pickups and deliveries must be scheduled at least 7 days in advance.

4.4 Access to Customer Residence. Company follows and adheres to all terms and conditions of university housing policies as made known to the Company. Company requires the Customer to accompany the Company representatives at all times while in the residence halls. If for any reason access to residence halls is limited by university policy, it is Customer's responsibility to arrange a pickup and delivery location that Company can accommodate. This may require Customer to bring their belongings outside to Company representative.

4.5 Storage Services. Storage services include the storage of the Customer's possessions at a storage facility chosen at the sole discretion of Company. Company will store Customer's items until customer requests the return delivery or self-pickup of their items.

4.6 Access to Stored Items at Storage Facility. Customer is entitled to access their Goods stored at a storage facility during the normal business hours, provided that all service fees and charges have been paid in full and Customer's account is otherwise current. Warehouse handling fee at then current rates will apply. Customer agrees to give the Company at least two (2) normal business days advance notice that the Customer desires access to Customer's goods at storage facility. Only the Customer or their authorized agents are allowed access. A proper current form of identification is required. Please note that the Customer access to their belongings may be conditioned in any manner necessary to maintain order. Disposal or dumping of any belongings or trash items at or near storage facility premises is strictly prohibited. A current published clean up fee will be applied to Customer's account for non-compliance.

4.7 Bulk Delivery Services. If Customer selects the delivery service offered by the Company, Company will deliver Customer's belongings to the place designated by Customer in this Agreement, provided, however, that this address falls within the Company service area. Company may offer free, bulk, on-campus and near-campus deliveries on pre-scheduled published dates that coincide with the majority of student's move-in (based on academic calendar) at the end of most semesters/quarters.

Customer agrees to be present to release their goods at the specified pickup date, time, and location. All changes in schedule are subject to Cancellation/Re-Scheduling Policy as described herein.

Customer may choose to self pick up their items at the storage location subject to warehouse handling fee. In addition, Customer may choose to have their items that are eligible for common carrier shipments (boxes, luggage, and trunks) pulled from storage and shipped via a Company-designated shipping carrier to their final destination, shipping charges apply.

If there are no free deliveries scheduled or the available free deliveries schedule does not accommodate the Customer needs, then an on-demand delivery can be scheduled for an additional fee, subject to scheduling restriction described herein.

5. SHIPPING SERVICES.

Company offers shipping services, subject to several restrictions and limitations as described herein. Company reserves the right, in its sole discretion, to refuse shipping service of any items it deems may violate the terms of this Agreement, or which Company deems to be impracticable to ship.

5.1 General. Company shall act only as an intermediary for the receipt and forwarding of the Customer's items to the Company-designated shipping carrier ("Carrier"). Company, upon request, will pull the customer's boxes/items (subject to warehouse handling fee), weigh all the items and prepare a quote for shipping of the same. Once Customer has given authorization to ship, Company will prepare boxes/items for shipping and will transport the items to the Carrier. The Carrier will deliver the items to the address specified on the shipping labels.

Shipping carrier's ground service is the preferred level of service that will be used unless the Customer specifically requests and pays for an express service or international service. At its sole discretion, Company may choose to accept or reject the Customer's items being shipped. Company is not responsible for any loss or damage to the Customer's items caused during transport by Carrier. It is the Customer's responsibility to file a claim with Carrier for damaged or lost items. The Customer agrees to familiarize themselves with Carrier's restrictions, found at their website, and not to ship items that are designated unacceptable by them.

Customer agrees they will maintain a copy of their tracking number provided by the shipper and all documentation related to the shipment. Tracking numbers are not the responsibility of the Company and may be provided to Customer at the time of shipping. Customer further agrees to provide necessary documents as requested by Company to file any and all claims on the customer's behalf.

5.2 Ship to School Services. Company may receive packages shipped by the Customer at the Company-designated storage location using the ship-to-school shipping service. The receipt of customer's items is subject to Warehouse handling fee. Company will inspect incoming packages for damage to the exterior packaging only. Company will not be responsible for any damages sustained during shipping to the storage location.

5.3 International Shipments. The Customer shall be solely responsible for taxes, tariffs, duties or any other fees due for shipments to destination or receiving country. The Customer agrees to confirm the acceptability of their shipment with Carrier and any destination country or countries prior to contacting Company for shipping arrangements. All shipping charges, fees, costs, duties, tariffs or other amounts to be incurred in shipment must be paid to Company in full prior to item(s) being shipped. Company will act as the intermediary and collect such payments from Customer to clear shipped items for release. Company shall not be held responsible for failing to anticipate incurred fees or costs. The Customer agrees to prepare all international shipping forms accurately and truthfully. International shipments inbound to a U.S. campus must be picked up at Customer's home by carrier no later than 15 business days prior to Customer move-in or arrival date. Company is not responsible for delayed deliveries to campus due to customs or any other agency, public or private.

International shipments bound for other countries must not contain items deemed unacceptable by the destination country or carrier. The Customer accepts ultimate responsibility for all items being shipped and agrees to indemnify and hold Company harmless for any items denied entry by a destination country, or for any liabilities associated therewith.

5.4 Retail-To-School Shipping. Retail-to-School shipping is offered on a limited basis and receipts of items by the Company is subject to warehouse handling fee in addition to monthly storage fees for every box/item. Purchases made by Customer and shipped to Company must be insured for the retail value at the time of shipment. Customer agrees to be responsible for processing any claim with carrier for any damage or loss during shipping. Customer agrees to clearly list their Customer or account number on all the boxes shipped.

Company will deliver purchased item(s) to customer's residence based on schedule as set by the customer, subject to on-demand delivery fees. Customer agrees to contact and notify Company of retail purchase shipments prior to shipping. All the shipments received and delivered to Customer are subject to published storage fees and delivery fees.

6. CUSTOMER RESPONSIBILITIES AND RISKS.

6.1 Customer's Representations. Customer represents and warrants that:

- (a) The personal property for which the Customer has engaged Company to transport, store or ship consists generally of household goods; and
- (b) Customer is the lawful owner or has the right to possess and is lawfully authorized to transport or store these goods, or
- (c) Customer is the authorized agent of the lawful owner and/or any holder of a lien or security interest and has full power and authority to enter into this Agreement.
- (d) Goods are not subject to any lien or security interest or other encumbrances of others and may become subject to Company's lien.
- (e) Customer represents and warrants that goods **do not include Prohibited Goods** as specified elsewhere in this agreement.

Customer further agrees to notify all parties acquiring an interest in the goods of the Terms and Conditions of this Agreement and to obtain, as a condition of granting such an interest, the agreement of such parties to be bound by the Terms and Conditions of this Agreement.

6.2 Customer's Obligations. Customer assumes all risks and liabilities arising from the use of services as offered by the Company and included with the package of services rendered. Customer at its sole and exclusive risk and expense is responsible for:

- (a) Suitably packaging all. The Customer acknowledges reading and accepting the terms of the Company "Packing Guidelines" provided to at the time of initial registration. Packing of all goods for transit in cardboard boxes included within the supply kit not exceeding a maximum weight limit of 50 pounds per box, cushioning of Goods in each box or otherwise protecting them using Customer's supplied protective padding materials against loss or damage due to overloading, shifting or movement of the goods during normal transportation or shipment of the Goods to, from, or within the Storage Facility. It is recommended for Customer to keep an itemized record of all goods packed as well as photograph or videotape of goods in "as packed" condition.
- (b) Being personally or having designated authorized agent present at the agreed upon pick up/delivery address during the scheduled pick up/delivery appointment time. Customer not present will have their pick-up/delivery reservation cancelled, and their accounts will be accessed the cancellation/re-scheduling fee (other charges may also apply).
- (c) Presenting properly labeled packages and personal goods to Company representatives at time of pickup or drop off (is self drop off is chosen).
- (d) For shipping items, the Customer acknowledges that the Customer has reviewed the Carrier's packaging standards for shock, vibration and compression, which are available at the Carrier's Web site.
- (e) At Customer's discretion, insure, or self insure against all risks and obligations of Customer hereunder, against any and all damage to goods of others which damage has been directly or indirectly caused by goods stored by Customer.
- (f) Promptly notifying the Company of any Bankruptcy filings, in which the Company is listed as a creditor or which otherwise affects to the stored goods. As evidence of such filing an official US Bankruptcy Court Notice of



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Bankruptcy Case listing the Customer as a debtor, case number and filing date shall be sent in writing to bkfile@boxngo.com and faxed to (323) 278-9364 within 24 hours after filing with the court.

6.3 Change of Address Notification. In the event Customer shall change their place of residence or Billing or Mailing addresses from the addresses noted on the Agreement on the day of original signing or anytime thereafter, Customer shall give Company a written notice of such change within ten (10) days of the change. Such notice shall specify the new addresses and telephone numbers as may be applicable. Failure to provide such a notification in writing releases Company from any damages that may occur, including the event of default by the Customer. Company assumes no responsibility and will make no attempts to locate the Customer if the up-to-date contact information is not available.

6.4 Term. The term of this Agreement shall commence upon the Agreement Date and shall continue thereafter until terminated as described herein below. The minimum storage period for any item stored is either one calendar month, based on a month-to-month rental term, or a term period selected, based on the discounted or promotional pricing programs, subject to such promotional pricing programs additional Terms and Conditions.

6.5 Non-Affiliation. Company is a privately-owned entity, and it is not affiliated with or is endorsed by any university or college.

6.6 Use of Independent Contractors. Company may use third party vendors and other agents in performing the services for the Customer. The Customer acknowledges Company's use of these third parties and agrees that the Customer has no contractual relationship with these third parties.

6.7 Shipping Carrier Delivery Confirmation Policy. Because a variety of instances may occur at Customer's address that are beyond Company's control, Customer agrees that any delivery confirmation (even without a signature) provided by the selected shipping carrier is deemed sufficient proof of delivery.

6.8 Failure to Comply. Customer acknowledges and agrees that if Customer fails to comply with all Customer's obligations as set forth in this Agreement, Company **will not** be held liable or responsible for any claims, demands, damages, losses, or liabilities arising for any reason or relating thereto (whether or not said liabilities arise as a result of Company's contributory negligence) if:

- (a) Customer authorizes another person to turn in, access or receive the Customer's belongings;
- (b) Customer authorizes Company to deliver the Customer's belongings without Customer's presence,
- (c) Road, access, weather, or other conditions hinder or prohibit Company from timely delivering or picking up the belongings despite Company's reasonable efforts,
- (d) Company is late in picking up or delivering the Customer's belongings.

6.9 Right to refuse pick-up or delivery. Company reserves the right to refuse the pick-up or delivery service with respect to any item and Customer will incur additional charges if they cause any delays in service or require Company to return at a later date and/or time due to:

- (a) Box exceeding a maximum weight limit of 50 pounds; or
- (b) Packages contain Prohibited Goods; or
- (c) Customer or their authorized agent is not present, unable or unwilling to accept the pick up or delivery during a previously agreed upon date and time; or
- (d) Customer requests or otherwise causes Company's delivery personnel to wait longer than 30 minutes from the initial arrival time at Customer's delivery address.
- (e) Delivery or pick up location, in Company's sole discretion, is believed to endanger any Company employees, agents, contractors or other individuals.

6.10 Right to Enter and Inspect. Company, on behalf of any lawful governmental authority, retains the right to open the box/item without prior written notice in the event of a perceived imminent threat to public health, property or the environment, other emergency such as fire, flood, infestation, or government or court order to access Customer's belongings.

Additionally, Customer understands and agrees, and does hereby grants to Company the right to open, review the contents of customer packed boxes or items upon receipt of a written notice from Company requesting Customer's presence and/or correction of the problem or Customer's failure to appear for examination within 48 hours (in case of Prohibited Goods suspicion) or 3 days (in all other cases), based on:

- (a) Company has reason to believe that items contain one or more Prohibited Goods, or items emit an offensive odor, or leak fluids;
- (b) Company is complying with all applicable local, state or federal laws, rules, ordinances or regulations governing hazardous or toxic substances, materials or wastes (including any investigation or any clean up, removal or restoration work);
- (c) Company is terminating this Agreement and desires to remove all personal property from it.

All expenses reasonably incurred by Company under this paragraph will be borne by Customer.

6.11 Indemnification and Hold Harmless. Customer further agrees to indemnify, defend and hold the Company, its officers, directors, managers, employees, affiliates and

agents harmless from and against all claims, damages, losses and liabilities, cost and expense (including attorneys fees and costs whether or not arising out of third party claims, including, without limitation, claims brought by any other Customer of Company) which relate to personal injury, death, property damage or any other form of injury or damage (tort or otherwise) incurred or sustained by any person or entity, whether disclosed or not, as a result or arising out of or caused by use of Company Services or use and/or operation of Box-n-Go storage equipment:

- (a) any breach of any covenant or warranty, or the inaccuracy of any representation, made by Customer in this agreement or any addenda, document or exhibit attached to this Agreement, or
- (b) any contents packed and stored whether or not such contents are Prohibited Goods, or
- (c) any claims for loss or damage resulting from or arising out of Company's pick up/delivery of Customer's Goods from/to their Authorized Agent or Authorized Agent's access to Customer Goods at the storage facility.

Customer agrees that if any other person claims an interest in the goods stored including, but not limited to, a rental or leasing company, Customer will identify those persons as a party to this Agreement. Customer agrees to notify Company in writing within 10 days of any corrections or errors in this Agreement, after which the document is deemed correct or final.

6.12 Lien. Customer hereby grants the Company the following and does hereby acknowledge that Company shall have, at any time during or after the Term of this Agreement, and during all times past the term while any Customer's item is in possession of the Company, the following:

- (a) a lien, consistent with provisions of Chapter 6 (commencing with Section 9601) of Division 9 of the California Commercial Code and California Civil Code § 3051.5, on all Goods covered by this Agreement (and the proceeds thereof) for all Company's charges for transportation, storage, administration or account opening or closure, labor, insurance expenses, whether or not increased for any reason, and other charges payable presently or in the future by Customer and for expenses necessary or reasonably incurred by Company in the preservation or in the sale of Customer Goods and enforcing Customer's liabilities and obligations under this Agreement (including, without limitation, interest accruing from the date of creation of indebtedness or breach of this Agreement, whichever is earlier, attorney fees, foreclosure fees, and other costs incurred in the process of enforcement), the entirety of its prejudgment and post judgment enforcement costs and fees including, the costs of collection, reasonable attorney fees, and costs of lawsuit (including the costs of copying, messaging, and other cost items not otherwise recoverable as "costs" under the California law but reasonably attributed to the enforcement of this Agreement) and for like charges and expenses in relation to other goods whenever deposited by or for the account of Customer, whether or not any goods have been delivered by Company.
- (b) **Customer is hereby expressly notified that failure to pay billed charges may result in a lien on future shipments, including the cost of storage and appropriate security for the subsequent shipments held.** In addition,
- (c) Company reserves a *security interest* in all of Customer's Goods (and the proceeds thereof) for all such charges, liabilities and expenses to the fullest extent the above-described lien is prohibited by or is otherwise not permitted by law. Company Foreclosure Action fees shall be charged at the commencement of the foreclosure process and shall not be dependent on whether or not the goods are included in a foreclosure sale. Partial payment shall have no effect on Company's right to foreclose its lien on the Goods. Company reserves all rights and remedies to pursue collection of any unpaid amounts, without waiving any rights arising hereunder.
- (d) In case of breach of this Agreement by Customer, Company shall have the right to foreclose on its lien in accordance with requirements of Chapter 6 (commencing with Section 9601) of Division 9 of the California Commercial Code and California Civil Code Section 3051.5.
- (e) Nothing in this Agreement shall limit the right of Company to either forego foreclosure and seek other remedies available under this Agreement, at law, or in equity, or to conduct a foreclosure and seek, in a separate action, a compensation of any balance due and owing by Customer, after the application of proceeds of sale conducted pursuant to Chapter 6 (commencing with Section 9601) of Division 9 of the California Commercial Code and California Civil Code Section 3051.5.

6.13 Authorized Agent. At the time of ordering services or at any point thereafter, Customer is allowed to designate an Authorized Agent contact for their account. Customer understands and agrees that the appointee designated as Customer's duly appointed Authorized Agent shall have full power and authority to execute, on Customer's behalf, all transactions for services rendered, act for Customer in any and all matters in connection with or arising out of the any services provided by Company including, but not limited to signing for the opening and closing of Customer's account. Customer accepts full responsibility for the accuracy and propriety of each transaction and shall be liable for any and all charges due on the account, whether or not created or otherwise caused by the authorized agent(s). Customer may not dispute or challenge charges or the physical state of Customer's Items as approved by Customer's Authorized Agent.



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Customer further understands that the authority being granted will become effective immediately upon submission of Authorized Agent name information to the Company. It is also understood that the appointment of the Authorized Agent shall remain in effect, and may be conclusively relied upon, until such time when Company receives cancellation thereof, executed in writing either by Customer or said agent(s).

6.14 Transfer of the risk of loss. Customer agrees that any Company's liability under this Agreement begins at pick-up of items from the Customer and ends at delivery of items to the Customer. However, in case of any dispute as to the point in time when the risk of loss has been transferred to Company, Company shall in any case be liable only to the extent of Limited Warranty and up to the maximum amount set forth in this Agreement.

6.15 Right to Release Information. Customer hereby authorizes Company, without further notice to Customer, to release any information regarding Customer as may be required by law or requested by governmental authorities or agencies, law enforcement agencies, or courts.

7. PROHIBITED GOODS.

7.1 Definition. Prohibited Goods are defined as, but are not limited to food, agricultural goods, animals, livestock, plants, living or dead organisms, perishable items, valuable documents, manuscripts, personal records, passports, tickets, income tax and medical records, accounts, bills, currency, deeds, evidence of debt, money (cash, money orders, travelers checks, food stamps), notes, securities, stamps, antiques, paintings, artwork, statuary, fine art, jewelry, jewels, gems, heirlooms and heirloom quality goods, items of sentimental, indeterminable, intangible or emotional value or other articles whose value are difficult to ascertain or that by their nature cannot be readily replaced with new articles, watches, precious or semi-precious metals (including gold and silver) or stones, collectibles, furs, garments trimmed with fur, or similar valuables, musical instruments, high value consumer and commercial electronic items, computer software or programs, media or computer data contained on hard disks or drives, fragile goods (i.e. glass, mirrors), controlled substances, drugs, alcoholic beverages, spirits, wine, beer, cigars, perfumery, hazardous, toxic, radioactive, explosive, incendiary or highly flammable or combustible materials or items, firearms or ammunition, liquids, chemicals, fumigants, anything that can be damaged by freezing or hot temperature or unusually high or low humidity, all material classified as Class IV Commodities of High Hazard Commodities under the Uniform Fire Code, aerosol cans, propane tanks (full or empty), combustible metal products, glycol, linoleum products, oil based paints, pharmaceuticals, asphalt shingles, flammable solids, lacquers, lubricating or hydraulic fluid and all other substances and materials whose storage or use is regulated or prohibited by federal, state or local law, regulation, rule or ordinance, contraband or stolen goods, property not owned by Customer or for which Customers are not otherwise legally liable.

7.2 Company's Rights. Company may require Customer to immediately remove any Prohibited Goods stored or may immediately terminate this Agreement, at its sole discretion. Company also reserves the right not to pick up or deliver any item or box that it believes contains prohibited goods, is dangerous or is liable, in the judgment of Company, to soil, taint, or otherwise damage other merchandise or equipment, or that is economically or operationally impractical to transport, or that is improperly packed or wrapped.

7.3 Carrier Restrictions. Since Company will act as an intermediary for a shipping Carrier, the Customer is advised that a Carrier transports general commodity only, as usually defined, subject to the restrictions that are available respective Carrier's Web site. The Customer agrees to become familiar with the Carrier's restrictions prior to packing the Customer's articles for shipping. A complete list of Carrier's Prohibited Items is available on the Carrier's Web sites.

8. LIMITED LIABILITY AND CONTENTS PROTECTION COVERAGE PLAN.

8.1 Disclaimer of Warranty. Company does not make, has not made, nor shall be deemed to make or have made and hereby disclaims any implied or expressed warranties (including the implied warranty of merchantability), written or oral, and disclaims guarantees or representations with respect to Company's Equipment provided hereunder or any component thereof, including without limitation, any warranty to design, compliance with the specifications, quality of materials or workmanship, merchantability, fitness for any purpose, use, operation or safety as well as the nature, condition, safety or security of the Storage Facility. Customer hereby and agrees that Company does not represent or guarantee the safety or security of the Storage Facility or of any personal property stored therein. Customer further acknowledges that the contents of their boxes are packed by the Customer or their agent(s) and their quality and condition is unknown to Company.

8.2 Bodily Injury. Company, its employees, officers, directors, shareholders, agents, or representatives shall not be held liable (whether in contract, warranty, tort or otherwise) to Customer or Customer's invitees, family, authorized agents, employees or servants for any personal injury or death resulting from the Customer's use of Company services including self storage facilities (whether or not such injury is caused by active or passive acts or omissions or negligence of Company or any of Company's employees, officers, directors, shareholders, agents, or representatives).

8.3 Limitation on Value of Goods Stored. Customer agrees not to store Goods with the total value in excess of **\$1000.00 per account**, without the prior written express consent of Company. Any consent may be withheld in Company's sole discretion. If such written consent is not obtained, the then total value of Customer's property shall be deemed not to exceed the limits listed above, notwithstanding any claim or proof to the

contrary. Customer further understands that, whether or not such consent has been granted, Company's liability is limited to the extent provided elsewhere in this Agreement. Subject to the Limited Warranty herein, Customer is fully responsible for any loss of value of their Goods. This provision shall not constitute an admission that Customer's property has any value whatsoever. The Company storage facility is not appropriate for storage of irreplaceable property such as books, writings, objects which have an unknown immediate resale market value, or objects which have a special or emotional value to Customer and Customer agrees not to store such types of property. Customer agrees, at his/her sole expense, to maintain insurance on all property stored with actual cash value coverage against all perils, without exception. Customer's failure to maintain such insurance shall be a Default under this Agreement and Customer shall assume all risk of loss or damage that would have been covered by such insurance.

8.4 Monetary Limit on Liability. Notwithstanding Customer's declaration of value of Goods, or any part thereof, whether such declaration is made at any time prior to, during, or following the placement of such Goods ("Declared Value"), Customer agrees, unless specifically requested in writing, that Customer has optioned not to obtain Contents Protection Coverage for the Declared Value of the Goods; and further represent, acknowledge, and agree that, subject to the Limited Warranty contained herein, Company **aggregate liability** for loss, theft of or damage to the Goods covered by this agreement in any manner (including due to Company's negligence), loss of the Declared Value, or any other consequential damage arising by virtue of loss or deterioration of the Goods, their condition, appearance, merchantability, or usability is limited solely and exclusively to the warranties made herein ("Limited Warranty") and shall not exceed a maximum of **\$100.00** for all Goods stored in each box or individual item based on the actual cash value of goods at the time of loss. In cases where the Customer is storing multiple boxes or items, such limitation on liability shall not be aggregated among the multiple items stored.

Customer, at their option, may elect to participate in the optional Storage Contents Protection Coverage Plan as offered by Company (as further described in Sections 8.7, et seq., below). Under this optional Contents Protection Plan and up to the selected limitation of the Company's liability as defined in this Agreement, Company may be liable for damages for loss of or injury to the Customer Goods while they are in Company custody, caused by its failure to exercise such care in regard to them as a reasonably careful person would exercise under like circumstances.

Unless Customer has agreed to participate in the optional Storage Contents Protection Coverage Plan, Company and Company's agents, affiliates, authorized representatives and employees will not be responsible for, and the Customer hereby releases each and all of them from any liability in excess of the foregoing limits (e.g. \$100.00) whether in contract, warranty, tort or otherwise), for any loss, liability, claim, expense, damage to property or injury to persons that could have been declared (including without limitation any loss arising from the active or passive acts, omission or negligence of Company or its agents, affiliates, authorized representatives and employees), any third party claim, or for any indirect, incidental, special or consequential damages arising from any breach of express or implied warranty or from performance or non-performance of any duty under this Agreement or otherwise (whether or not such performance or non-performance involves negligence on behalf of Company or any of Company's employees, officers, directors, shareholders, agents, or representative).

8.5 Limitation on Liability for "Ala Carte" Items. The pick-up and delivery service as offered herein is available for unpacked items, provided the Customer accepts that Company will only collect, store and deliver their unpacked items in an "AS IS" condition. Company representatives exercise great care during pick up, storage and delivery. However, by accepting Company's services the Customer agrees that Company will not be inspecting of such unpacked items for damage during the pick up, providing and/or installing any additional protective wrapping beyond what was installed by the Customer and the Company will not be held liable for any damages to subject items, including the electrical or mechanical functioning of such items, damages caused by deterioration, rust, temperature changes, insects or other causes beyond Company's control.

8.6 Storage Insurance. Customer may obtain the insurance coverage from a third party, to self-insure, against all risks and for all amounts. A Certificate of such coverage or a self-insurance waiver may be requested by the Company. Customer understands and agrees that Company is not an insurer of the Goods and its liability to Customer with respect thereto is limited to the herein described Limited Warranty. Customer agrees that Company has no obligation to insure Customer against any risks. Maintaining the proper insurance coverage for the full replacement value of the personal property stored by Company is a material condition of this agreement. To the extent that Customer does not obtain the required insurance coverage, Company will automatically enroll the Customer in the Contents Protection Plan \$100 per box/item protection coverage level. The fees applicable for this coverage will be added to Customer's account for each box/item stored. Customer will be fully responsible for any loss or damage regardless of the cause of such loss or damage to their stored personal property (i.e., be deemed "self-insured") against the losses to the stored personal property above the above \$100 Plan level.

8.7 No Subrogation. Customer expressly agrees that the carrier of any insurance coverage obtained by Customer in connection with services provided by Company, shall not be subrogated to any claim of Customer's against Company or its agents.

8.8 Optional Contents Protection Plans. Customer understands that Company is offering the Contents Protection Coverage Plan which modifies the contractual liabilities of each party with respect to damage to Customer Goods. This Plan is limited by the Coverage Liability Limits selected by the Customer and will only apply when Customer



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has requested inclusion of their property in Company Contents Protection Plan and Company has received the payment for the required monthly fee.

This Protection Coverage Plan is not a policy of insurance. The Coverage provided is based on the actual **cash value** of the items at the time of loss or damage. If Customers chooses to obtain this coverage, it's cost will be added to their monthly rent for each box or item. If the Customer chooses to obtain the Contents Protection Coverage, Company liability will be increased to the selected plan's limit. Customer agrees that Company will not be responsible or liable for any and all value lost above the maximum coverage limit purchased. All limitations to Company's liability listed elsewhere in this Agreement apply to this optional Contents Protection Coverage.

- (a) In consideration for the payment of specific amount per month as reflected in Customer's Agreement ("Contents Protection Plan Payment"), to be paid in addition to Customer's other monthly rental charges, Company shall not require the release of liability for the loss or damage to Customer's stored goods, shall not require Customer to insure their Goods, as otherwise required by this Agreement, and, the Contents Protection Plan will provide limited recovery protection for Customer's stored property, up to selected plan protection limits, based on the terms and conditions set forth herein. Contents Protection Plan payments shall be made in the same manner as monthly rent under this Agreement.
- (b) Company's liability under this Contents Protection Plan shall be for loss or damage that occurs as a result of the Company's negligence, perils listed herein or as a result of acts or omissions for which Company is liable under the law, including but not limited to vicarious liability, intentional tort, strict liability, and breach of common law or statutory duty and otherwise not excluded under the Contents Protection Plan.
- (c) The Contents Protection Plan is NOT a policy of insurance and Company is not an insurance agent. Company and its employees are not licensed or qualified to evaluate the legitimacy of any insurance Customer may currently have. Nor does the Contents Protection Plan change Customer's obligations under the insurance provisions of the Agreement. The Contents Protection Plan only applies to physical loss or damage to Customer's stored personal property (and excludes loss or damage which may result from Customer's loss of use of the property or the reduction in the market value of the property not resulting from physical damage). Company assumes any business risk it may have hereunder on its own, but it may purchase insurance coverage to transfer part or all of the liability retained under this agreement.
- (d) Notwithstanding anything to the contrary, Company's maximum liability for any damage, loss, cost, or expense incurred as a result of any storage with Company is limited by the terms of this Agreement. All declared value coverage is expressly limited to the coverage option selected by the Customer and to the period in which the Customer's possessions are in the actual care and custody of Company.
- (e) Customer rights to payment under this Protection Plan shall be secondary to any other rights to recovery Customer may have. To the extent that Customer has insurance that covers the loss or damage, Company shall not be responsible for such loss or damage. Company shall only be required to reimburse Customer deductible (subject to the limitations provided elsewhere in this Protection Plan) under any of Customer primary insurance policies if Customer primary insurance carrier actually pays Customer's claim and only to the extent such claim is not paid in full.
- (f) Company shall not be required to compensate Customer for any loss or damage to Customer's stored property to the extent such loss or damage has been compensated by a third party and may delay any distribution pending the resolution of such claims.
- (g) Customer rights under this Protection Plan shall be void in any case of fraud, concealment, or misrepresentation (whether or not actionable as fraud) by Customer relating to this Protection Plan, Customer stored personal property, the ownership of such property, or the cause of loss or damage to such property.

The Customer acknowledges that the Customer is liable for any damage the contents stored by Customer's may inflict on the property of others.

8.9 Loss or Damage Perils Covered by the Plan. Company Contents Protection Plan protects, and Company will accept liability for actual physical loss of or damage to Customer's stored property against damages caused by (provided that the container or the building in which the container is located have been damaged):

- Theft, vandalism, or malicious mischief as a consequence of forced entry (with clear proof of tampering, and a police report);
- Collapse of the building where Goods are stored, sinkhole collapse, falling objects, weight of snow, ice or sleet, hail;
- Windstorm that first causes damage to the building. Falling objects, including hail, provided that the Premises are first damaged by such falling objects, hurricane and tornado;
- Fire, explosion, or smoke, smoke damage lightning, (excluding fire, explosion or smoke caused by nuclear action);
- Water damage caused by roof leak (but specifically excluding water damage resulting from any other cause);
- Impact of aircraft, missile, or vehicles;
- Collision or overturn while the Customer's Goods are in transit to or from a Company warehouse facility or Customer's designated location or at

Customer's origination or destination location, provided that both are located within the standard Company service area.

8.10 Participation Termination. Participation in this Contents Protection Plan may be canceled by Customer upon ten (10) days written notice to Company. This Contents Protection Plan may be canceled by Company upon thirty (30) days written notice to Customer (unless terminated earlier by rent non-payment).

8.11 Failure to Pay Rent and/or Plan Fee. The Contents Protection Coverage Plan provided by Company is contingent upon the timely payment of the amounts due under the Agreement (which shall include, without limitation, the Contents Protection Plan Payment). If a payment for any amount due to Company is not received within 14 days after the Payment Due Date, the Contents Protection Coverage Plan shall no longer protect Customer's property, and Company shall not be responsible for any loss of or damage to Customer's stored property from any cause whatsoever. The Contents Protection Coverage Plan may be reinstated, at the sole discretion of Company, upon receipt of all rental and Contents Protection Coverage Plan Payments and any other charges due and owing under this Agreement. In the event that Customer has satisfied the conditions of reinstatement, Customer's rights under this Contents Protection Coverage Plan shall be reinstated immediately following the payment in full. The Contents Protection Coverage Plan shall terminate upon termination of the Agreement.

8.12 Filing a Claim. In the case of damage to stored packages, any damaged cartons must be inspected in the presence of a Company representative at the time of delivery to confirm damage. All damaged boxes must be opened at the time of delivery, at which time the Company representative will document the damage. For loss of stored packages, the Customer must notify the Company representative of the loss at the time of delivery of the other packages and sign the delivery receipt amended for the lost package. The missing items must be noted on the proof of delivery form and signed off by the Company representative.

If the Customer is not present during the time of delivery, the condition notes recorded on the contract, if any, will determine the existence and extent of damage or loss.

Customer must file a written claim for loss or damage with Company within ten (10) days after Customer first becomes aware thereof. Any claim filing forms or procedures may be requested by calling (877) 269-6461. Company will not be liable for any loss or theft of or damage to the goods for which Customer does not deliver a written claim. As a condition precedent to making any claim, Customer shall provide Company with a reasonable opportunity to inspect the Goods, which are the basis of Customer's claim. In case of any claim filing, Customer has a burden of proof that:

- (a) Goods were packed properly (only physical damage to the exterior of the storage box may activate any coverage claim);
- (b) The loss was a result of negligence by Company or it's failure to use adequate care as required by law or caused by the perils listed herein is covered by the Protection Plan Coverage as described in this Agreement.

All claims will be handled on a per stored box or individual item basis and will not be aggregated for claim purposes.

8.13 Claim Processing. The Customer agrees to exhaust any applicable personal insurance policies and other coverage as may be applicable prior to filing any claims against Company Protection Plan. If Customer wishes to make a claim under this Contents Protection Plan, Customer shall notify Company immediately. As a condition to any payment under the Contents Protection Plan, Customer must provide Company with records or documentation required to prove the loss or damage and cooperate with Company's investigation of any claims under this Protection Plan:

- Review Customer's alleged loss or damage;
- Complete a Loss Report Form;
- Obtain a police report in the event that the loss or damage to the stored property was the result of theft, vandalism, or malicious mischief as a consequence of a forced entry;
- Re-secure, relocate, or take such other action as may be required to prevent further loss or damage to Customer's stored personal property;
- Take photos or video to document the loss or damage, evidence of forced entry, or damage to the Premises as may be necessary for Company to pay Customer's claim;
- Permit an inspection of the damaged property before it is disposed of or repaired
- DO NOT discard Customer's damaged property (or damaged lock, if applicable) until advised so in writing advised.
- Provide Company with copies of any insurance policies and indemnification agreements, relevant correspondence with insurance companies, and copies of all claims for reimbursement or compensation for the loss in question;
- Provide a sworn statement of loss containing such information as Company may reasonably request;
- Agree to an examination under oath at the request of Company;
- Produce other parties as Company may request for examination under oath.

Upon receipt of a completed Loss Notice Report Form and all required documentation, Company will process the claim and issue a formal reply to the Customer within 30 days of receipt of the Loss Notice Report Form and supporting documentation.

8.14 Claim Payments. Provided that the Protection Plan has not been cancelled, whether voluntarily or automatically (e.g., due to Customer's non-payment of the rental



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obligations under the Agreement), upon receiving notice of lost or damaged Goods, Company will investigate the cause of loss or damage. If Company determines, in its sole discretion, that the loss or damage was due to one or several of the perils covered by the Contents Protection Plan as set forth herein, Company will pay the lesser of the following amounts to Customer:

- (a) the actual cash value of the property;
- (b) the cost of reasonably restoring the property to the condition immediately prior to the loss or damage; or
- (c) the cost of replacing lost or damaged items with property of similar quality and age – up to the total amount of selected protection coverage limit.

In the event of the total loss or destruction of any item, the basis of payment shall be the cost of replacing the item as new provided that the item is substantially the same as but not better than the original when new.

Property shall be valued at the time of loss or damage, according to the following principles:

- **Household linen and clothing:** Company will not pay for new replacement and will take into consideration the age, quality, degree of use and market value of any lost or damaged item(s).
- **Documents:** Where there is loss of or damage to documents, Company will pay the reasonable costs of reprinting and/or reasonable costs of reissue and or reconstitution including, where applicable fresh research or exploration to obtain essential information (under no circumstances shall Company be liable for any direct or indirect loss of original documents, which cannot be restored or re-executed; such documents are "Prohibited Goods" and should not be stored with Company).
- **Pairs and sets:** Where any items are part of a pair or of a set, payment shall only be for the actual items which are lost or damaged. No payment will be made for any items which are part of a pair or set which are not lost or damaged.

No payment to Customer will exceed the selected Contents Protection Plan limit.

Customer hereby expressly agrees that Company shall have no liability if any claim is denied or paid in part by the Shipping Carrier or its declared valuation Company.

8.15 Exemptions from Liability. Irrespective of whether Customer has selected Storage Contents Protection Plan and without limitation on provisions set forth herein, Customer hereby agrees that Company shall not be held liable (whether in contract, warranty, tort or otherwise) and will NOT be held responsible for loss and damage to Customer's stored property that is caused, without limitation, by the following:

- (a) Acts of God such as earthquake (including leakage from sprinkler systems as a result thereof), volcanic eruption, liquefaction; or
- (b) Water damage caused by flood, waves, water spray (whether or not wind driven), surface or underground water, or water that backs up through or overflows from a sewer, drain or sump, tidal water or overflow from any body of water; or
- (c) Mildew, mold, wet or dry rot, fungus, bacteria, atmospheric conditions and/or temperature changes (e.g., freezing), decay, or spoilage; or
- (d) Damage from insects, birds and animals, moths, vermin, mildew; or
- (e) Loss or damage resulting from unknown or mysterious causes; or
- (f) Theft, vandalism or malicious mischief as a consequence of forced entry (if there is no clear proof of tampering or if a police report has not been filed); or
- (g) Loss of data records other than the cost of blank data carrying materials; or
- (h) Ordinary and normal depreciation, deterioration and wear and tear, inherent vice (such as susceptibility to atmospheric changes) or mechanical or electrical derangement, breakdown, short circuiting, blowout or other electrical disturbance within the stored personal property, electronics and appliances as long as there are no signs of exterior damage; or
- (i) Loss or damage to electronic equipment if not packed in its original manufacturer supplied packaging container and there is no evidence of physical damage or breakage to the packaging container; or
- (j) Any loss or damage to extremely fragile items (e.g. mirrors, glass, ceramics, etc); or
- (k) Any damage caused to unpacked items, including furniture (sofa, chair, mattress, futon, box spring, dresser, table, etc) that was not wrapped and protected by Customer; or
- (l) Any loss or damages caused to particleboard and assembled furniture (IKEA or similar); or
- (m) Any minor damages due to normal handling (including, but not limited to scratches, nicks, and cuts); or
- (n) Any damage caused to the outer packaging (e.g. boxes, trunks, etc.); or
- (o) Any loss or damage to any goods, or the reduction in value thereof occurring for any reason whatsoever, while the Goods are in the custody of Customer (for example, before the Goods are picked up by Company or after the Goods are delivered back to Customer for any reason) including but not limited to effects of ambient weather, theft, loss or damage; or
- (p) Any damages (including concealed damage to items within a carton, trunk, or other casing) to Customer's Goods caused directly or indirectly by improper or inadequate packing as long as there are no evidence of physical damage to the exterior packaging in which Customer's Goods were packed; or

- (q) Intentional acts or loss or damage caused by Customer or at Customer's discretion intended to damage the stored personal property; or
- (r) Customer's failure or neglect to take reasonable steps to save and protect Customer's stored personal property before or after any loss or damage; or
- (s) Governmental action; or
- (t) Loss or damage as a result of any strike, lockout, labor dispute, disturbance, riot, civil commotion, or any act of any person or persons taking place in any such occurrence or disorder; or
- (u) Hostile or warlike action in the time of piece or war; or
- (v) Terrorist attack; or
- (w) Nuclear reaction whether or not accidental, including radiation and radioactive, chemical, or biological contamination; or
- (x) External damage to the storage facility structure and any damage to Customer's Goods arising there from; or
- (y) Loss or damage directly or indirectly caused by other customer's stored goods; or
- (z) Any loss or damage to Customer property during access to Customer's Goods at any time at Company storage facility; or
- (aa) Any loss or damage resulting from any person other than Customer accessing or demanding redelivery of the boxes and items stored or Customer demanding redelivery without Customer being present; or
- (bb) Any loss to the extent that customer is in breach of any of the terms and/or conditions of this Agreement, including, without limitation, nonpayment or any rent, Protection Plan fee or any other charges.
- (cc) Any loss or theft of or damage to any stored property, if any of such stored property constitutes "Prohibited Goods" (as defined herein). Customer agrees that "Prohibited Goods", as defined in this Agreement, shall not be stored. Prohibited Goods (or damage resulting from or caused by the inclusion thereof) are NOT covered under the Company Liability and Contents Protection Coverage Plan. Customer agrees that Company shall not be liable for any damage or loss arising from the storage, transportation, movement, disposition, confiscation, seizure, or any other activity which has an effect of diminishing value of Prohibited Goods. Customer further understands that Company shall not be responsible nor shall reimburse Customer in any manner if any of the Customer's Goods sustain loss, damage, or other diminution in value as a result of Prohibited Goods of another customer of Company; or
- (dd) Any loss or damage which was not reasonably foreseeable at the date of entering into this Agreement, regardless as to how such loss or damage was caused, including Any failure to perform services offered due to unforeseen circumstances or causes beyond its reasonable control (Force Majeure Event) such as weather, road conditions, strikes, etc.; or
- (ee) Any special, indirect, willful, punitive, incidental, exemplary or consequential damages (including without limitation any sentimental or emotional value or damage due to emotional distress), damages for lost profits, or damages for loss of business, sales, revenue, profits or anticipated savings of Customer or any third party, including without limitation any damages arising from any breach of expressed or implied warranty or from performance or nonperformance of any duty under this agreement or otherwise; or
- (ff) Any loss or damages arising out of the use or the inability to use the Customer's Goods, whether contractual, tort or any other legal theory, even if Customer has been advised of the possibility of such damages.

9. TERMINATION.

9.1 Termination of the Agreement. This Agreement may be terminated by each side upon expiration of the initial term, except that:

- (a) Customer shall have the right to issue a notice of termination of this Agreement between the time of receipt of any notice of change in monthly charges (if any) and the date when the rate change becomes effective; and
- (b) Company shall have the right to issue a notice of termination of the Agreement, without any prejudice or further liability, upon a thirty (30) day advance notice if it plans to close or terminate any facility or suspend its services.

Upon conclusion of the initial term, this Agreement may be terminated at any time, subject to the provisions specified herein below.

9.2 Termination by Company in case of breach of this Agreement by Customer.

In the event that Customer breaches this Agreement by failing to pay rent or other charges, Company may, at its option and without prejudice to any other rights, including the right to foreclose on its lien and/or to bring an action for recovery of any balance owed, to:

- (a) terminate the right of Customer to the use of Company services storage space at the storage facility, subject to compliance with provisions of California Civil Code Section 3051.5; or,
- (b) re-deliver the Customer goods to customer at customer's last known mailing address, in which case the cost of redelivery shall be born solely by Customer.

9.3 Termination of storage of individual item. Customer may terminate the storage of any individual item at any time. Termination will not be effective until:

- (a) payment in full for all the charges due has been received and accepted by Company;



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- (b) Customer removes all the items subject to service termination. The items may be removed at storage facility, or the item(s) may be re-delivered to the customer as further defined in this Agreement.

9.4 Termination as a result of transfer to shipping carrier. When Customer requires any Goods stored with Company to be shipped to an out-of-Company service area point of destination or another storage facility, whether in or outside of the State of California, this Agreement shall terminate as provided herein below. Customer agrees that, at the time when Goods are deposited with the applicable motor carrier, Company's duties relating to the storage, safekeeping, or maintenance of Goods shall cease, as though Customer has terminated the storage pursuant to above. Further, at the time when the Goods are deposited with the applicable motor carrier, any lien, which Company possesses or may acquire, shall be deemed assigned to the person in custody of Goods, whether a motor carrier or subsequent storage facility. Customer agrees that Company is not making any representation as to the terms, upon which any subsequent holder of Goods, may enforce the Customer's duty to pay for subsequent storage of Goods; and Company shall not be liable for, and shall be indemnified against any claim, demand, or liability, which may arise by reason of improper or unlawful storage, maintenance, handling or disposition thereof. Notwithstanding any of the foregoing, if Customer defaults on his monetary obligation to Company (whether because Customer's check returns unpaid, Customer's credit payment is charged back, or for any other reason) and Box-n-Go learns of said default after the Goods have been placed for shipment, Company shall retain the right to enforce the resulting monetary obligation directly against the Customer or assign it to such third party as Company deems appropriate.

10. MISCELLANEOUS.

10.1 Entire Agreement. This Agreement contains the entire agreement between Customer and Company relating to the services provided by the Company. This Agreement supersedes all prior agreements and communications (written or oral). In the event of any conflicts with any prior agreements between Company and Customer, the terms of this Agreement shall govern any prior agreements, promises or negotiations, whether oral or written, that are not expressly set forth in this Agreement are of no force or effect. Customer acknowledges that no representations or warranties have been made with respect to safety, security or usability of the Company's storage service for the storage of Customer's property and that the Customer has made his own determination of such matters solely from inspection of the storage space and the facility. Customer agrees that he is not relying, and will not rely, upon any oral representation made by Company, its agents or employees purporting to modify or add to this agreement.

10.2 Modification. Company may, at its sole discretion, amend or change the Terms of this Agreement from time to time, by posting updated terms and conditions at myaccount.boxngo.com or by providing a thirty (30) days prior written notice mailed to Customer's last known address by email or U.S. Mail, when changes include storage rental charge(s) and Terms of the Contents Protection Plan. If so changed, Customer may terminate the Contents Protection Plan or this entire Agreement on the effective date of such change, subject to Termination and Notice provisions contained herein. If the Customer continues to make payments for the monthly rental obligations or the Contents Protection Plan or specifically accepts the new Terms online, the change shall become effective and shall apply thereafter. This Agreement is binding in and inures to be benefit to heirs, executors, administrators, assigns, and successors of Customer and Company.

10.3 Incorporation of Online Terms. Any Terms published online and incorporated into this Agreement shall, in the event of inconsistency or contradiction with the written terms contained herein, supersede the written terms of this Agreement.

10.4 Governing Law. This Agreement shall be governed by the laws of the State of California, and jurisdiction and venue of any suit involving this Agreement or arising from the storage of goods with Company shall, at the option of Company, be in the Superior Court of the Los Angeles.

10.5 Waiver of Jury Trial. Company and Customer expressly waive their respective rights to trial by jury of any cause of action, claim, counterclaim, or cross complaint, in any brought by either Company or Customer, on any matter arising out of, or in any way connected with, this Agreement, Customer's use of the Company services, storage facility, or any claim of bodily injury or property loss, theft or damage, or the enforcement of any remedy under any law, statute, or regulation.

Customer and Company agree that this arbitration procedure shall be the exclusive means of redress for any disputes arising from this Agreement between the parties (except where claims are below \$5,000.00 and can be handled by a small claim court), including disputes over rights provided by federal, state or local statutes, regulations, ordinances and common law.

The parties expressly agree that the arbitrator's award shall be final and binding on both parties and may not be appealed. The arbitrator will have discretion to award monetary and other damages, or to award no damages, and to fashion any other relief the arbitrator deems appropriate. The arbitrator shall have discretion to award the prevailing party its reasonable attorneys' fees incurred in bringing or defending an action. Each party shall pay their share of the costs of the arbitrator's services. Customer waives the rights to damages against any individual member, manager, shareholder, director, officer, employee or agent of the Company for any claim, damage, cost or expenses arising from this Agreement with the Company and acknowledges that the Customer's sole remedy for such claims are against the Company as to actions taken by individuals in their capacity as agents of the Company.

10.6 Dispute Resolution. Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled by final and binding arbitration held in Los Angeles County, California, in accordance with the Commercial Arbitration Rules of the American Arbitration Association; provided, however, that notwithstanding anything in such rules to the contrary or as allowed by California law, no exemplary or punitive damages may be awarded in any arbitration proceeding held pursuant to this Section. Judgment upon any arbitration award may be entered in any court having jurisdiction thereof and the parties consent to the jurisdiction of the courts of the State of California for this purpose. Customer agrees that no arbitration proceeding may be commenced against Company for any loss, theft, or damage more than one hundred twenty (120) days after customer first becomes aware thereof.

10.7 Not a Bailment. Customer agrees that this Agreement is not intended to, nor does it actually create a bailment relationship, and Company is not a bailee of Customer's property and Company does not take care, custody, or control of the stored goods, except that Company may exercise such control as is necessary to enforce any and all liens, which may attach to such stored property in favor of Company, including without limitation, any lien described in Chapter 6 (commencing with Section 9601) of Division 9 of the California Commercial Code and California Civil Code Section 3051.5.

10.8 Waiver. Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement will not be construed of any subsequent breach or affect the effectiveness of this Agreement, nor prejudice either party with regard to any subsequent action.

10.9 Severability. If any provision of this Agreement is found invalid or prohibited under applicable law or held by an arbitrator to be void or unenforceable, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

10.10 Notices. All notices required or permitted by law, or by this Agreement, may be sent by mail except as otherwise instructed by Customer in this Agreement. In the event that any of the addresses given in this Agreement change, such change shall not be binding upon Company unless Customer has given written notification of the change. Any notice mailed in accordance with this paragraph will conclusively be presumed to have been received within two (2) business days after mailing, faxing, or e-mailing, whichever is applicable. Further, for any notices that are sent via e-mail, Company is not responsible for any automatic filtering Customer or their Internet or Network Service Provider may apply to e-mail notifications sent by Company.

10.11 E-Signature Disclosure. Customer understands and agrees that Company may provide the Customer with any communications, including, but not limited to notices, disclosures, contracts, receipts and any other announcements that may be required to be provided in writing in relation to this Agreement and Customer's account in electronic format. All electronic communications provided to Customer by Company will be provided via e-mail at the address provided by Customer. Company may discontinue providing paper communications to Customer, unless Customer withdraws their consent by contacting Company via e-mail at sales@boxngo.com or in writing at 5934 E. Slauson Ave, Los Angeles, CA 90040. It is Customer's responsibility to provide Company with an accurate and complete e-mail address, contact and other information related to this disclosure and Customer's account and update such information promptly, should any changes in such information occur. Further, in order to access, view and retain electronic communications that are made available to Customer, Customer must have (1) a personal computing device capable of accessing the internet (2) internet connection (3) an e-mail account and software that allows to receive and view e-mails and (4) web browser supporting 128 bit encryption. Customer may always obtain a paper copy of any electronic document or communication by requesting us to mail a paper copy by calling us at (877) 269-6468. All communications, either electronic or paper format are considered "in writing". Customer acknowledges and agrees that by agreeing to these Terms and Conditions they give their consent to electronic communications provided in connection with services offered by Company.



BOX-N-GO U STORAGE SERVICES AGREEMENT

This Non-Negotiable Storage and Shipping Services Agreement (hereafter "Agreement") is entered into by Box-n-Go, LLC, Flat Fee Movers, Inc. dba Box-n-Go U (hereafter "Company") and the Customer (hereafter "Customer" or "Occupant"), as identified below, constitutes an Agreement for delivery, storage, shipping order and freight bill.

Occupant:	Agreement Information:
Contact Name _____	Agreement Issued On _____
Phone Number _____	Description/ Declared Value household goods/\$100/box or item
E-Mail _____	
Location Address:	Billing Address:
School _____	Address _____
Address _____	Address _____
City, State ZIP _____	City, State ZIP _____
Authorized Agent:	Emergency Contact:
Name _____	Name _____
Phone Number _____	Phone Number _____
E-Mail _____	E-Mail _____
Note: the above information can be updated at any time at myaccount.boxngo.com	

WAIVER OF 72 HOUR NOTICE REQUIREMENT. By executing this Agreement, Customer acknowledges that they are aware of their right to receive this Agreement and all related documents at least 72 hours prior to the day of belongings pick up. By signing this Agreement below Customer acknowledges that they were provided a copy of this Agreement via electronic means or they expressly waive this right.

INCORPORATION OF TERMS AND CONDITIONS. By executing this Agreement, Customer acknowledges and agrees that the Box-n-Go U Non-Negotiable Storage and Moving Services Agreement Terms and Conditions ("T&C") as may be modified in accordance herewith, are a part and parcel of this Agreement, are expressly incorporated by reference herein and have been diligently reviewed and understood by Customer. Without limitation on the foregoing, all definitions set forth in the T&C are applicable herein. Customer and Company agree to be bound by all terms of this Agreement and any and all addenda, documents or exhibits, including but not limited to, the provisions relating to the Limitation of Company's liability, the disclaimers of warranties, the limitations of value of Customer's property and the nature of Customer's property.

FUTURE CHARGES AND FEES. Your belongings are subject to storage, transportation and other applicable charges and fees. Storage fees are at published rates (see www.boxngo.com) and currently are \$10/mo for each Box-n-Go U box, \$15/mo for each box of any other size or plastic tote, or individual item that one person can handle; \$35 month for each bulky item, such as bicycle, mattress or similar. Transportation fees are waived if delivery/pick up are scheduled on FREE days, otherwise, published rates will apply.

BELONGINGS ACCESS AT THE FACILITY. Your belongings will be stored at Box-n-Go Storage facility located at 5934 E. Slauson Ave., Commerce, CA 90040. When you require access to your belongings, please notify Box-n-Go U at least (3) business days in advance of such access. Belongings access at the facility is subject to published fees, facility schedule and rules and regulations in effect at the time of access.

LIEN RIGHTS. By signing this Agreement below Customer acknowledges their understanding that their stored property may be subject to a claim of lien in favor of the Company for unpaid rent and other charges or any other default under this Agreement and may be sold by Company to satisfy lien if the rent and other charges remain unpaid or any other default occurs under this agreement for fourteen (14) consecutive days. This lien and its enforcement are authorized by Chapter 6 (commencing with Section 9601) of Division 9 of the California Commercial Code and California Civil Code § 3051.5.

BOX/INDIVIDUAL ITEM PACKING. Customer agrees that each box or item turned in for storage will not exceeding a maximum of **50** pounds. All TVs and similar sensitive items must be packed into manufacturer original boxes prior to storage. Customer represents and warrants that no Prohibited Goods (liquids, chemicals, high value items) are packed inside the above boxes or items. Please refer to Terms and Conditions for further information.

PRESS BOARD FURNITURE, APPLIANCES AND RESIDENCE CONDITIONS. Furniture manufactured from pressboard (particle board), IKEA or similar, is not designed to be moved. We recommend you disassemble it prior to storage. By signing this Agreement below Customer acknowledges their understanding that Box-n-Go U is not responsible for any damage to the above referenced type furniture, working condition of any appliances or condition of the floors and walls of the residence after items pick up or return.

LIMITATION ON VALUE OF GOODS STORED. Customer agrees not to store Goods with the total value in excess of **\$100 per box, or \$500 for all the boxes and items**, without the prior written express consent of Company. Any consent may be withheld in Company's sole discretion. If such written consent is not obtained, the then total value of Customer's property shall be deemed not to exceed the limits listed above, notwithstanding any claim or proof to the contrary.

PREMIUM PROTECTION COVERAGE PLAN ELECTION. Customer understands that their property is stored at their sole risk. Customer agrees to insure the personal property for its full value against all risks. Protection coverage options at published rates are available. Note that Company is not responsible for losses to Customer's property beyond the agreed to protection coverage limit, subject to the Terms and Conditions of this Agreement. If Customer has elected to add the optional protection coverage plan, they agree to pay the recurring costs associated with this plan.

TRANSACTION SUMMARY							
Storage and Transportation Services				Boxes, Packing Supplies			
Qty	Description	Price	Amount	Qty	Description	Price	Amount
					Subtotal		
					Sales Tax		
	Subtotal				Subtotal for Packing Supplies		
	Total Due						

Future pick-up, storage and return charges are not shown and will be charged to customer's credit/debit card automatically when due. Amount of storage charges will be established at the time of pick up. **NO MONTHLY INVOICES OR STATEMENTS WILL BE SENT.**

I, the undersigned, authorize Box-n-Go U to perform the services listed in this Agreement and agree to pay all the fees and charges as detailed herein and all the recurring service charges, transportation charges, loading/unloading labor charges and other applicable additional fees and penalties incurred thereafter in accordance with this Agreement.

OCCUPANT'S NAME	NAME OF THE PERSON SIGNING	SIGNATURE	DATE
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If a third-party signs this Agreement on behalf of the Customer, the signatory hereby represents and warrants that he/she is an agent of the Customer and is authorized to enter into the this Agreement on behalf of the Customer and bind the Customer to all its provisions, Terms and Conditions. The undersigned acknowledges that they may enforce the Terms and Provisions of this Agreement only in their capacity as an agent for the Customer and not as an individual Customer.

Important Information for Persons Moving Household Goods (within California)

This booklet has been prepared by the California Public Utilities Commission (PUC) to offer guidelines and recommendations for moving and to explain the obligations (regulations) of moving companies in California. The PUC requires that household goods carriers provide this information without charge to persons planning to move between points in California. The carrier ultimately performing your move must do the following:

- Provide this booklet to you at the first in-person contact,
- Mail the booklet to you (time allowing) if the move was arranged and confirmed by mail or telephone and no in-person contact is made prior to the day of the move, or
- Obtain your assurance that you received it from some other source. In any case, you must initial a statement, on the Consumer Protections or Waivers section of the agreement for Moving Services (Agreement), indicating you have received the booklet.

If your carrier does not ensure you have this booklet, you are eligible for a \$100 refund from your carrier.

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Introduction

This material is designed to give you the information necessary to ensure a well-planned, uncomplicated move. Throughout this document you will be referred to as "you" or the "shipper." The moving company will be called either the "carrier" or the "mover."

The PUC has rules governing how much the mover can charge you for its services. The specific government rules, regulations and the rate limitations for moves within California are provided in the PUC's Maximum Rate Tariff 4. A copy of the Maximum Rate Tariff 4 and all forms and documents used by the mover can be examined at either the mover's place of business or the PUC offices:

San Francisco

505 Van Ness Ave.

Los Angeles

320 W. 4th Street, Ste. 500

San Diego

1350 Front St., Rm 4006

In addition, you may call 1-800-FON-4PUC (1-800-366-4782) for information on the maximum rate program.

California moves require much paperwork. You should read all forms and be sure they are completely filled out before you sign. Always get a copy of everything you sign.

If you have a problem about a move within California that you and the carrier cannot resolve, please call the nearest PUC office or 1-800-FON-4PUC (1-800-366-4782).

How to Choose a Mover

Most licensed moving companies are listed in the classified telephone directories, newspapers and other local advertising. When consulting written advertisements, avoid contacting movers who do not show their license number (Cal. T____), which is issued by the PUC. Such carriers are probably not licensed or insured against loss or damage.

You may want to ask friends who have recently moved if they can recommend a moving company. Additionally, some realtors may advise you based upon their customers' experiences. Carrier associations, business groups, chambers of commerce and consumer organizations may also be a source of information.

Once you have the names of possible moving companies, you may call the PUC at 1-800-FON-4PUC (1-800-366-4782) to determine whether the carriers are licensed and insured and whether the PUC has issued informal citations or taken formal legal actions against the carriers. You should also get written estimates to compare the prices and services of different moving companies to help you select a carrier.

Be sure to obtain the complete and correct moving company name, Cal-T number (PUC license number), address and telephone number of the carrier you select to move your belongings. Keep the carrier informed as to how and where you may be reached at all times until the shipment is delivered.

Maximum Rates

All rates and charges are subject to PUC-set maximums. Normally, movers will not exceed these maximums - actually, most movers charge less. However, there may be circumstances under which a mover must issue you a written estimate of total costs (no less than three days prior to moving day), indicate that maximum rates will be exceeded on the move and obtain your consent to the rates to be charged. If these procedures are not followed, the mover may not exceed PUC maximum rates.

Estimates and costs

You should request a written estimate from two or more movers so you can compare prices. Written estimates are binding on the mover. All written estimates must be based on a visual inspection of goods and must show total estimated charges. A verbal rate quotation (how much it will cost per 100 pounds, or per hour) is not an estimate. **Remember, verbal estimates are not binding. To avoid problems in the long run, get any total cost estimates in writing!**

In describing your wishes, be as consistent as possible with each mover you talk to; this will make it easier to compare estimates. Be sure to tell the prospective movers about all of the goods you want moved, any special services you require and conditions affecting pick-up and delivery (e.g., stairs, narrow road). It is especially important to tell the movers everything about your new home that may affect your move. This ensures a more accurate estimate of cost, and reduces the chance of misunderstandings or unexpected charges on moving day.

A carrier's rates for long-distance moves are based on constructive miles, which are miles accounting for driving conditions. If the move is over 100 constructive miles, it is considered a long-distance move and must be charged on a weight and mileage basis. If your move is 100 constructive miles or less, it is considered a local move and is usually charged by the hour. On local moves that can be completed in a few hours, some carriers may not consider it feasible to visually inspect and give you a written estimate, but will quote you the hourly rate. You should consider contacting other carriers to get a written estimate of the total cost.

In certain circumstances, some carriers may have minimum charges. For example, on hourly moves, a carrier may charge a minimum of four hours even if your move takes only two or three. Similarly, on distance moves, a carrier may charge for a minimum weight of 5,000 pounds. So, even if the total weight of your shipment is 3,000 pounds, you may be charged for 5,000 pounds.

Carriers normally will charge for packing and unpacking services provided. On distance-rated shipments, there may be an additional charge for elevators, and flights of stairs past the first floor (except in a single family home). If it is impossible for the carrier to park so that the tailgate of his vehicle is within 75 feet of the front door, a "long carry" charge may apply.

If you add items or request services not included in the estimate, the carrier will provide a Change Order for Services (Change Order) either at the time of pickup or before performing services. Of course, you pay for these additional services. Make sure the form is filled out before you sign and don't forget to keep a copy. Do not sign a blank Change Order.

The PUC wants to ensure that you know the cost of your move in advance and that you do not pay an excessive price for the move. Before your move begins, the mover must inform you of a Not To Exceed Price for your move and cannot charge you more than that price unless you add items or request additional services not previously included in your Agreement. This Not To Exceed Price must be written on the Agreement along with any minimums that may apply and specific details of the move.

If you have an estimate, the amount of the estimate is the highest price you can be charged and should be the Not To Exceed Price written on the Agreement. However, any charges on a Change Order will be added, as discussed above.

If you do not have an estimate, the highest price you will pay is the lesser of (1) the Not To Exceed Price, subject to maximum fixed rates, plus any

Change Order charges or (2) the charges calculated using the rates quoted in the Agreement.

Inventory Report

An inventory (or inventory report) is a list of items and their current condition. When the carrier arrives to pick up your goods, you may request an inventory of all articles you want shipped. A complete and specific inventory report is a business-like procedure for you and the carrier. While common for distance moves, an inventory report is not normally prepared for hourly moves. Be aware that if yours is an hourly move, you may be charged for the time that it takes to prepare the inventory report.

In preparing the inventory list of your furniture and other goods, the carrier will note the condition of each article in a code explained at the top of the form, e.g., "G" for gouged. Make sure you and the carrier agree about the condition. If you disagree, make your own notation on the inventory list, otherwise, you may have difficulty securing compensation, should damage occur.

Similarly, your personal participation is recommended when your goods are delivered. If an item is missing or damaged, tell the carrier and mark it on both the carrier's and your copy of the inventory sheet. Check all cartons carrying china, glassware, and other fragile items for damage before the carrier leaves.

When delivery is complete, you should sign the inventory sheet and delivery receipt, noting any lost or damaged items. This will simplify processing of any future claims. However, failure to so do will not affect your rights to make a claim and to have the claim considered on its merits.

Pickup and Delivery Dates

If the carrier agrees to pick up your goods on a particular day and/or at a specified time, every effort must be made to meet that commitment. If for some reason the time or date cannot be met, the carrier must notify you (or the party you designate) by telephone, telegraph or fax at the carriers' expense, as soon as it becomes apparent that the pickup will not be at the time promised.

If delivery of your goods is delayed, the carrier must notify you at least 24 hours in advance (at carrier's expense by telephone, telegraph or fax), at the address or telephone number you have provided.

For moves weighing 5,000 pounds or more, and/or transported 75 miles or more, you may request the mover to pick up a shipment on an agreed date and deliver it within an agreed upon span of two consecutive days. If pickup is not made on the agreed upon date and delivery within two days of the agreed date, the carrier must pay you \$100 per day for each and every day of delay. This is in addition to any other claim you may make. You must request this service in writing and any claim for failure to deliver on the agreed date must be made in writing within 30 days of delivery (see "How to File a Claim").

Claims for reimbursement for damages because of carrier negligence in failing to pick up or deliver your shipment on the agreed-upon date or period of time specified in the Agreement and shipping order should be handled like any other claim for loss or damage (see "How to File a Claim").

Packing and Other Preparations

You may wish to save money by packing some or all of your own household goods; however, if something breaks you will have to show damage occurred because of the mover's negligent handling and not your packing. In case there is damage, always save the box, the contents and the packing materials to facilitate claims handling.

Never pack matches, flammables (such as propane tanks) or other dangerous articles.

It's a good idea to empty, defrost and dry refrigerators and freezers. Set aside jewelry, money, vital documents and valuable small items in a safe place that is not accessible to anyone entering either your old or your new residence. Do not ship jewelry, money, important papers or other valuable personal articles unless you make written arrangements with the carrier – it is best to carry these items with you (see the last page of this booklet for more examples of things not to include in your move).

It's up to you to make preparations such as disconnecting major appliances, providing special services to protect them during the move and removing items attached to walls or floors such as draperies and tacked-down carpets. Some moving companies will provide these services for a fee, or they can suggest firms in the local area to assist you.

Agreement for Moving Services

In addition to other items, the Agreement shows:

- The carrier's name, the PUC license number (T-number), address, and telephone number where you can reach him or her.
- The address and telephone number where the carrier can contact you about the move.
- The location where your goods are being moved.
- The date of loading or pickup and the preferred date of delivery.
- A summary description of the move (i.e., a general description of the items to be included or excluded and services to be provided).
- The declared value of your goods.
- The rates upon which the charges are based and any minimums the carrier may have.
- The Not To Exceed Price, which is the highest charge that may be assessed for the various services to be performed, plus any additional charges requested on a Change Order.

The carrier is required to complete the Agreement (except for the Not To Exceed Price), sign it, and give it to you no less than three days before the day of the move, unless arrangements to move are made less than three days in advance of the moving date or you agree to waive the requirement. This gives you time to review it and ask for an explanation of any unclear items. For example, if you are moving on a Saturday, you should get the Agreement on Wednesday. Before your move begins, the carrier must fill in the Not to Exceed Price on the Agreement, and both you and the carrier must sign it.

Weighing Your Goods

When charges are based on weight, the moving van will be weighed by a certified weighmaster on a certified scale before and after loading. You may observe the actual weighing or you may ask the carrier to notify you of the charges by telephone, telegraph or fax as soon as the goods are weighed. You should request copies of the weight information before and after loading. If you have any reason to question the reported weight, you may ask for a reweigh before delivery.

No extra charge will be made for re-weighing IF the difference between the two net scale weights exceeds 100 pounds on shipments weighing 5,000 pounds or less, or exceeds two percent of the lower net scale weight on shipments weighing more than 5,000 pounds. The lower of the two net weights must be used in determining the charges. If you request a reweigh and the difference between the weights is not as described above, you may be required to pay for the re-weighing.

Protecting Your Goods

Already included in the carrier's rates is protection against possible loss or damage at 60 cents per pound per article. You may choose to purchase additional protection and set the value on your belongings for an amount that makes you comfortable. Be sure to check any insurance policies you have before paying for additional protection. If you are unsure, call your insurance agent.

The carrier may charge you for the level of protection and the value you place on your goods. **Actual cash value** protection covers the depreciated value of your goods and is determined by such things as the cost of the item new, its age, its condition when received by the mover, and the value you declare. **Full value** protection usually costs more since it will cover the replacement costs of any lost or damaged item. The carrier may opt to replace, reimburse or repair the damaged item, according to the protection level you choose. Remember to declare items of extraordinary value. If you fail to do this, the carrier may not be liable for the full value of those items regardless of the level of protection you choose. In addition, your goods are protected while they are stored-in-transit at your request, and your carrier may charge an additional valuation rate for that service. However, if the storage-in-transit is undertaken for the carrier's convenience, you will not be charged for this additional protection.

The agreement includes a section entitled "Consumer Protections and/or Waivers" on which you must declare the value of your shipment and choose a level of protection. If you fail to do so, your goods will be automatically protected for actual cash value up to \$20,000. You may be charged for this protection, at the rate for each \$100 (or fraction thereof) of declared value, as stated on the Agreement. If no valuation charge is stated, the rate is \$0 (zero) per \$100 of declared value. Your protection level choices are explained below.

- a. **Basic Coverage** at 60 cents per pound per article ensures recovery at 60 cents multiplied by the weight of the item or the carton it's packed in. Thus, if an item weighing 20 pounds is lost or damaged,

you can recover \$12.00 for that item (60 cents x 20 pounds). This is very minimal protection and your goods are probably worth considerably more. This protection is included in the mover's rate.

- b. **Actual Cash Value** protection ensures recovery at the actual cash value (i.e., fair market value) of your lost or damaged item(s), up to the total value you declare. The carrier may charge for actual cash value protection, and will state the rate on the Agreement.
- c. **Full Value** protection ensures recovery at the full value (i.e., replacement value) of your lost or damaged item(s), up to the total value you declare. The carrier may offer deductible in combination with full value protection. You are responsible for deductibles unless the mover loses an item, refer to the section on Limitations on the Carrier's Liability. The carrier may charge for full value protection, and will state the rate on the Agreement.

Liability for Valuables

Items of extraordinary value, such as antiques, art objects, gold or silver articles, etc., should be separately described on the inventory and a value declared for each. Be sure to list the items by description and value on the shipping document. It's best not to ship money, jewelry, important papers or other valuable personal articles. Keep such items out of the reach of others and take them with you.

Limitations on the Carrier's Liability

The carrier is not liable in a claim for loss or damage to articles in the following situations:

- change in condition or flavor of perishables,
- loss or damage caused by the shipper, including improper packing,
- defect or inherent vice of the article, such as susceptibility to atmospheric changes,
- insects, moths, vermin, ordinary wear and tear, or gradual deterioration,
- mechanical or electrical derangement of musical instruments, electronic components or appliances, if there is no sign of exterior damage,

- loss or damage caused as a result of any strike, lockout, labor disturbance, riot, civil commotion, or any act of any person or persons taking part in any such occurrence or disorder,
- hostile or warlike action in time of peace or war,
- breakage caused by normal handling of china, glassware, bric-a-brac, or other similar items, unless packed by the carrier, and
- liability of carrier for loss or damage shall be subject to your compliance with the rules for filing claims.

For more information regarding limitations on the carrier's liability, please see General Order 136-C, which you may get from the PUC.

If You Have Loss or Damage

If your goods are lost or damaged, be sure you describe such loss and damage by making notations on the carrier's shipping order or freight bill. If the driver refuses, you should report this fact and the condition of the articles in writing to the home office of the carrier. Neither of these actions constitute filing a claim, but are made to support a claim to be filed later, as described below.

If you intend to file a claim for loss or damage to your goods, be aware that one of the required documents in support of your claim is a copy of the paid freight bill. This means that before you may file a claim with the carrier for loss of or damage to your goods, you must pay the carrier for all charges due for transportation services. This is because the handling and settlement of a loss or damage claim is a matter separate from the performance of and payment for the transportation service itself. If you do not pay the transportation charges, the carrier may not honor your claim.

How to File a Claim

To file a claim you must:

- write the home office of the carrier and describe the loss or damage,
- list separately the lost or damaged items,
- note the exact amount you are claiming for each lost or damaged item, and
- give the date of your move, the origin and destination and the carrier's order number.

If the damage is to packed items, you should retain the box, its contents and the packing materials. This is especially important if you did the packing since you will have to show that bad packing was not the cause of the damage.

Providing copies of documents such as store receipts for the lost or damaged items and professional estimates for repair will speed the processing of your claim.

You should also retain copies of all correspondence with the moving company. In addition, all correspondence addressed to the moving company should be sent by Registered Mail, return receipt requested, to evidence receipt of your claim by the carrier.

Your claim must be filed, in writing, within nine (9) months after delivery of the goods or within nine (9) months after a reasonable time for delivery has elapsed. Specific rules are set forth in Maximum Rate Tariff 4. The carrier is required to acknowledge claims in writing within 30 days and must pay, decline to pay or make a firm compromise settlement within 60 days of receipt of your claim. If for some reason beyond the carrier's control it delays action for a longer time, the carrier is required to notify you in writing within 60 days of receipt of your claim as to its status and the reason for delay (with a copy to the PUC) and again every 30 days thereafter until final action is taken. If the carrier fails to respond to your claim within the time limits and in the manner described in this paragraph, you should contact the PUC immediately at **1-800-FON-4PUC (1-800-366-4782)**. See Maximum Rate Tariff 4, Item 92, available from the PUC, for more information on filing claims.

The PUC has no authority to compel carriers to settle claims for loss or damage and will not undertake to determine whether the basis for, or the amount of, such claims is proper, nor will it attempt to determine the carrier's liability for such loss or damage. If both you and the carrier consent, the claim may be submitted to an impartial arbitrator for resolution. You may also commence a suit in small claims court or other court of law. If arbitration or civil action result in a decision in your favor and the carrier fails to comply, contact the PUC.

If Your New Home is not Ready

If you cannot move into your new home or apartment immediately, you may wish to have your goods moved from your present residence and held in storage for later delivery. For a storage period of 90 days or less, you can

request Storage-in-Transit. Separate charges will be assessed for the transportation from your old place of residence into storage, for the Storage-in-Transit, and for transportation to your new residence. Storage and handling charges will be assessed for this service and it will be covered by the terms and conditions of your Agreement with the moving company.

If you do not request Storage-in-Transit, or if your storage period exceeds 90 days, your goods will be subject to rates, terms, and conditions set by the local warehouse and the service will be under a separate contract with the warehouseman and not regulated by the PUC.

Paying for Your Move

Most carriers insist that you pay in cash, by money order or certified check; however, you may arrange in advance for the carrier to extend you credit. If the carrier will accept payment by credit card or personal check, be sure this arrangement is noted on the agreement.

Carriers must relinquish your goods upon payment of total charge due; however, should these total charges be higher than the Not To Exceed Price or the amount of your written estimate plus the Change Order for Services (if any) and the driver requires payment of that amount, you should contact the mover about what may be an overcharge. If the matter cannot be resolved to your satisfaction, call the PUC for assistance at 1-800-FON-4PUC (1-800-366-4782)

Public Utilities Commission Offices

San Francisco

505 Van Ness Ave.
415-703-1402

Los Angeles

320 W. 4th Street, Ste 500
213-576-7000

San Diego

1350 Front St., Rm. 4006
619-525-4217

Hazardous Materials Not to be Shipped

Hazardous Materials, as defined by the U. S. Secretary of Transportation, are not accepted for shipping.

Some of the materials most common to household use are indicated below. Please contact your mover if you have any questions.

- | | |
|-------------------------|---|
| A. COMBUSTIBLE LIQUIDS: | Rubbing Alcohol
Lubricants (Motor Oils)
Anti-Freeze Compounds |
| B. CORROSIVES | Acids
Drain Cleaner
Photographic Acids used in developing film
Bleach
Batteries (wet or dry)
Water Purifying agents used in swimming pools |
| C. EXPLOSIVES | Fireworks
Small Arms Ammunition
Flash Bulbs |
| D. FLAMMABLES | Lighter Fluid
Matches
Wood Oil Stains
Petrol-Chemical Based Garden Sprays
Paint or Varnish
Paint or Varnish Removers
Butane / Propane / Gasoline (garden equipment)
Signal Flares
Charcoal Briquettes |
| E. COMPRESSED GASSES | Aerosol cans
Fire extinguishers
Scuba diving tanks |