

CARRIER RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

REFERENCE ONLY

PLEASE READ CAREFULLY.

I, the "Customer" (Hereinafter, "I"), for and in consideration discussed in the Terms and Conditions, found here: Terms, acknowledge that this Agreement operates in conjunction with the Terms and Conditions, and the Terms and Conditions control when its provisions conflict with this Agreement. In consideration for receiving certain moving and delivery services from the "Carrier," I take responsibility and agree to the following WAIVER AND RELEASE AGREEMENT:

I acknowledge that packing, loading, transporting, and unloading property creates certain risks to my property and my person. In particular, property can be broken, dropped, scraped, torn, scratched, lost, etc., including risks to carpets and hardwood flooring, as well as risk of loss of cash, checks, bonds, jewelry, deeds, coin and stamp collections, alcohol, prescription medications, damages to fur or items lined with fur, particleboard furniture, firearms and/or ammunition, and plasma televisions. Carrier strongly recommends that Customers personally move items of significant monetary or personal worth. **SS and Carrier waive any liability for non-insured items, as listed in the Terms and Conditions.**

Further, I understand I could be physically injured by use of property damaged in the move, or through physical impact with furniture, boxes, or vehicles. I further understand that transporting home appliances or preparing them for use after transportation is dangerous and could result in injury or damages. Appliances may be installed improperly and result in flooding, electrocution, or fire. Carrier strongly recommends that Customers hire a professional service provider to install all appliances. **Installation of home appliances is the Customer's personal responsibility. Installation of home appliances is not the responsibility of Carrier.**

I, for myself, my heirs, successors, executors, and subrogates, hereby knowingly and intentionally waive and release, indemnify and hold harmless Carrier, its directors, officers, agents, employees and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) for damages to my property or person except for those resulting from **Carrier's gross negligence** during the move. SS's maximum liability for loss, damage, expense, or cost incurred are expressly limited by the terms listed within the Terms and Conditions. The Customer acknowledges that Customer is liable for any damage their storage contents may inflict on the property of others.

Notwithstanding the foregoing, I also agree Carrier is responsible for lost or missing items in accordance with the Terms and Conditions, but at no time is SS liable for more than \$50 for the

value of uninsured Items and a maximum amount of \$500 for the value of insured Items. I agree SS's responsibility only extends to items while under its care and custody.

I agree Carrier shall not be held responsible for normal wear and tear on my residence resulting from moving items, and I will hold Carrier harmless for any floor damage or dirt. I accept that neither Carrier nor SS insures "ready-to-assemble furniture," such as IKEA. I agree that certain items cannot be moved without damage, and I hold Carrier harmless for such items when the movers tell me beforehand that they are at risk of damage if moved. I take complete responsibility for any transportation I provide and damages that transportation does to anything else including roofs, homes, people, and other vehicles regardless of who is operating it, and Carrier holds no responsibility for my transportation, rented or owned.

The following conditions apply, in conjunction with the Terms and Conditions (found here: Terms), to all transportation performed by Carrier in addition to all other rules, regulations, rates, and charges in this and other applicable tariffs, which are available for inspection at the location(s) specified by the Carrier. This Agreement is subject to all the rules, regulations, rates and charges in Carrier's currently effective applicable tariffs including, but not limited to, the following terms and conditions:

SECTION 1

The Carrier in possession shall be liable for physical loss of or damage to any articles from external cause while being carried **except** loss, damage or delay caused by or resulting:

- (a) From an act, omission or order of Storage Scholars;
- (b) From defect or inherent vice of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity or changes therein;
- (c) Damage to extremely fragile items (e.g. glass, mirrors, etc.);
- (d) 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 its packaging container;
- (e) Damage to inadequately packed items;
- (f) Concealed and/or internal damage;
- (g) Unpackaged items, including furniture that is not wrapped and protected;
- (h) Minor damage caused by normal handling (including, but not limited to scratches, nicks, & cuts);
- (i) Damage to outer storage containers (e.g. plastic totes, suitcases, trunks, etc.);
- (j) Damage due to natural disasters, acts of terror, acts of warfare, or acts of God;
- (k) Damage caused to assembled furniture and particleboard (i.e. IKEA furniture);
- (l) Loss or damages occurring while the items are not in the possession of Carrier.

SECTION 2

The Carrier shall not be liable for delay caused by highway obstruction, faulty or impassable highways, lack of capacity of any highway, bridge or ferry, or breakdown or mechanical defect of vehicles or equipment, or from any cause other than negligence of the Carrier. Carrier is not bound to transport by any particular schedule, means, vehicle or otherwise than with reasonable dispatch. Carrier may forward property by any carrier or route between shipment origin and destination.

SECTION 3

SS, upon tender of the shipment to Carrier, and the Customer, upon acceptance of delivery of shipment from Carrier, shall be liable, jointly and severally, for all unpaid charges payable on account of a shipment in accordance with applicable tariffs including, but not limited to, sums advanced or disbursed by a carrier on account of such shipment. The Customer shall indemnify SS and Carrier against loss or damage caused by inclusion in the shipment of explosives or dangerous articles or goods.

SECTION 4

If for any reason other than the fault of Carrier, delivery cannot be made at the address shown, or at any changed address of which Carrier has been notified, Carrier may cause articles contained in shipments to be stored in a warehouse selected by SS at the point of delivery or at other available points, at the cost of the owner, and subject to a lien for all accrued tariff charges. SS will manage storage and may store these items for up to thirty (30) days until Items are considered abandoned in accordance with the Terms and Conditions.

SECTION 5

As a condition precedent to recovery, a claim for any loss or damage, injury, or delay must be filed in writing in accordance with the Terms and Conditions (found here: [Terms](#)). Where the foregoing provisions apply, Carrier shall not be liable and such a claim will not be paid.

ACKNOWLEDGMENT

By continuing to use Storage Scholars and Carrier services, the Customer acknowledges and accepts the above terms as a condition of service.