

# Moving Contract

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This Moving Contract (the "Contract") is entered into on \_\_\_\_\_ (the "Effective Date"), by and between \_\_\_\_\_, with an address of \_\_\_\_\_ (the "Mover") and \_\_\_\_\_, with an address of \_\_\_\_\_, (the "Client"), (collectively the "Parties."),

The Mover agrees to provide the following services for Client subject to the following terms and conditions:

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## - Scope of Services -

**Date-Time:** The Mover agrees to provide the Services to the Client on \_\_\_\_\_ at \_\_\_\_\_.

### **Origin and Destination Address:**

Origin:

Destination:

**Packing and Unpacking:** The Mover shall provide packing services, including packing materials and labor to safely pack the Client's belongings.

**Loading and Unloading:** The Mover shall load the Client's belongings onto the vehicle at the origin location and unload them at the destination location. The Client will provide access to the premises for efficient loading and unloading.

**Disassembly and Reassembly:** The Mover shall disassemble and reassemble furniture and equipment as necessary for the move.

**Transportation:** The Mover will provide a suitable moving vehicle for the transportation of the Client's belongings. The Mover will be responsible for arranging and coordinating the transportation logistics.

**Additional Services:** The Client may request additional services, such as storage, express delivery, or specialty handling of fragile items. These services will be subject to additional charges and must be

**Inventory and Documentation:** The Mover will create an inventory list of the Client's belongings, noting the condition of each item. The Client and the Mover will sign the inventory list to acknowledge its accuracy. Any discrepancies or damages discovered during the move will be recorded and addressed promptly.

**Access and Entry Requirements:** The Client will ensure that the Mover has suitable access to the premises for loading and unloading purposes. This includes securing necessary parking permits, elevator usage, and any time restrictions imposed by the building management.

**Customized Services:** Any additional customized services requested by the Client, beyond the standard scope of services, will be outlined in a separate agreement and may incur additional charges.

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### - Pricing and Payment -

NAME	PRICE	QTY	SUBTOTAL
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**Discount**

**Tax**

**Total**

**Total Cost:** the Client agrees to pay the Mover the total amount of \_\_\_\_\_. The total amount includes all applicable taxes, fees and charges.

**Deposit:** The Client agrees to pay a non-refundable deposit of \_\_\_\_\_ upon signing this Contract. This Deposit reserves the moving date and covers any preliminary expenses incurred by the Mover.

**Payment Schedule:** The remaining balance shall be paid by the Client to the Mover as follows:

**Accepted Payment Methods:** The Mover accepts payment in the form of \_\_\_\_\_. Payment by credit card may be subject to additional processing fees as determined by the Mover.

**Late Payment:** If the Client fails to make any payment by the due date, the Mover shall charge a late payment fee equal to \_\_\_\_\_ or a percentage of the outstanding balance, compounded monthly basis until the payment is made in full.

### **- Term -**

This Contract shall remain in effect from the Effective Date until the successful completion of relocation of all items referenced on the inventory and delivery of payment in full to the Mover.

### **- Liability and Insurance -**

**Limitation of Liability:** The Mover agrees to exercise reasonable care in handling the Client's belongings. However, the Mover's liability for loss or damage is limited as follows:

Full-Value Protection: In Full-Value Protection, it provides the highest level of liability for the Mover and in the event of loss, damage or theft, the Mover shall be liable to repair, replace or provide monetary compensation for the current market value of the item.

Released-Value Protection: In this protection plan, the Mover's liability is limited to a released value of \_\_\_\_\_.

**Additional Insurance Coverage:** The Client has the option to buy additional coverage for the moving process. The Mover may assist the Client in providing information regarding the coverage, but the Client shall bear the cost of the additional insurance unless otherwise specified.

**Notification of Loss and Damage:** In the event of loss or damage, the Client shall promptly notify the Mover in writing within \_\_\_\_\_ days. Failure to provide such notification, may invalidate any claims for reimbursement or compensation.

**Exclusions:** The Mover shall not be liable for loss or damage of the items that are excluded from coverage under this Contract. Such excluded items may include but are not limited to; \_\_\_\_\_ unless they have been specifically declared and agreed upon in writing by both parties.

### **- Cancellation and Rescheduling -**

**Cancellation or Rescheduling by Client:** If the Client wishes to cancel the move, they must provide \_\_\_\_\_ days prior written notice to the Mover. If the notice is provided in a timely manner, the Client shall be entitled to a refund of any deposits or payments made, minus any non-refundable fees or expenses incurred by the Mover. If the Client cancels the move less than \_\_\_\_\_ days prior to the move, a cancellation fee may incur for the Client in the amount of \_\_\_\_\_. The cancellation fee shall be deducted from any deposits or payments made.

If the Client reschedules the move, a prior written notice shall be required in a timely manner. The Mover accepts to make reasonable efforts to accommodate the Client's requested schedule date, subject to availability and scheduling constraints. In this case, there shall be no rescheduling fees charged, and any deposits or payments made will be applied to the rescheduled move. If the Client reschedules the move date less than \_\_\_\_\_ days prior the the scheduled move, the Mover may charge rescheduling fee in the amount of \_\_\_\_\_.

**Cancellation or Rescheduling by the Mover:** If the Mover intends to cancel or reschedule the move, they will provide a \_\_\_\_\_ days prior written notice to the Client. In this case, the Client shall be entitled to a full refund of any deposits or payments made. The Client shall also be given the opportunity to accept the new date or receive a full refund of any deposits or payments made.

## - Default -

**Non-Payment:** In the event that the Client fails to make payment as required in the payment schedule of this Contract, the Mover may suspend or terminate the services until the payment is received.

**Breach of Contract:** If either party fails to perform or breaches any provision of this Contract, a written notice must be provided by the other party to the defaulting party specifying the nature of the breach. The defaulting party shall have \_\_\_\_\_ days to cure the breach after receiving the notice. If the defaulting party fails to cure the breach in given time period, the other party may seek legal remedies.

**Termination:** Either party may terminate this Contract in the event of a material breach of this Contract by the other party that remains uncured after receiving the written notice. Such termination shall not relieve either party from the obligations and liabilities that accrued prior to the termination.

## - Indemnification -

The Client agrees to indemnify and hold the Mover harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against the Mover that result from the acts or omissions of Mover and/or Mover's employees, agents, or representatives.

## - Warranty -

The Mover shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Mover's community and region, and will provide a standard of care equal to, or superior to, care used by Movers similar to the Mover on similar projects.

## - Force Majeure -

If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures.

The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

### **- Confidentiality -**

The Mover, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Client, or divulge, disclose, or communicate in any manner, any information that is proprietary to Client. Mover and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

### **- Entire Agreement -**

This Contract (together with the other agreements and documents being delivered pursuant to or in connection with this Contract) constitute the entire agreement of the parties hereto with respect to the subject matter hereof and thereof, and supersede all prior agreements and understandings of the parties, oral and written, with respect to the subject matter hereof.

### **- Severability -**

Any provision of this Contract that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

### **- Governing Law -**

This Contract shall be construed in accordance with the laws of the State of \_\_\_\_\_.

**Client Signature**

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**Mover Signature**

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