

# MOVING SERVICES AGREEMENT

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This Moving Services Agreement (this "**Agreement**") is entered into as of [DATE] (the "**Effective Date**") by and between:

[MOVER LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] doing business as [MOVER DBA NAME], with its principal place of business at [MOVER ADDRESS] (the "**Mover**"); and

[CUSTOMER NAME], an individual residing at [CUSTOMER ADDRESS] (the "**Customer**").

The Mover and the Customer are each a "**Party**" and together the "**Parties**."

**Recitals.** The Customer wishes to engage the Mover to pack, load, transport, and unload the Customer's household goods and personal property (the "**Goods**") from the origin to the destination described below, and the Mover is willing to provide those services on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

**Move Summary.** Origin: [ORIGIN ADDRESS]. Destination: [DESTINATION ADDRESS]. Scheduled move date(s): [DATE / WINDOW]. Estimated volume/weight: [CUBIC FEET / POUNDS]. Service type: [LOCAL / LONG-DISTANCE / INTERSTATE].

## 1. Services

**1.1 Scope.** The Mover will provide the moving services described in this Agreement and any attached inventory or estimate (the "**Services**"), which may include packing, loading, transportation, unloading, and [ASSEMBLY / DISASSEMBLY / STORAGE] as specified.

**1.2 Packing.** Packing is [INCLUDED / NOT INCLUDED / PARTIAL]. If the Customer self-packs, the Mover's liability for damage to the contents of Customer-packed containers is limited as provided in Section 6, except where the damage results from the Mover's negligence in handling.

**1.3 Items not transported.** The Customer will not tender, and the Mover will not knowingly transport, hazardous materials, perishables, live animals, plants, cash, jewelry, securities, or items of extraordinary value unless separately declared and agreed in writing.

**1.4 Access and conditions.** The Customer will ensure lawful access to both premises, including elevators, parking, and permits where required. Delays or extra charges caused by stairs, long carries, shuttle needs, or restricted access not disclosed in advance may be billed under Section 4.

## 2. Scheduling and Delivery

**2.1 Dates.** The Mover will perform the Services on or within the scheduled date or window. Time-definite delivery, if any, is stated here: [DELIVERY COMMITMENT, IF ANY].

**2.2 Delays.** The Mover will use reasonable efforts to meet the schedule but is not liable for delays caused by weather, traffic, mechanical failure, or other events beyond its reasonable control. The Mover will give prompt notice of any material delay.

**2.3 Rescheduling and cancellation.** Either Party may reschedule on [NUMBER] days' notice. Cancellation by the Customer within [NUMBER] days of the move date may forfeit the deposit as provided in Section 3, subject to applicable consumer-protection law.

### 3. Charges, Estimates, and Payment

**3.1 Pricing basis.** Charges are based on [HOURLY RATE / WEIGHT / FLAT RATE / TARIFF] as stated on the estimate. Hourly rate, if applicable, is [\$ PER HOUR] with a [NUMBER]-hour minimum.

**3.2 Estimate type.** The estimate is a [BINDING / NON-BINDING / NOT-TO-EXCEED] estimate. The Mover will explain how final charges may differ from the estimate before the Services begin.

**3.3 Deposit.** A deposit of [\$ AMOUNT] is due on signing and is [REFUNDABLE / NON-REFUNDABLE] as stated here, subject to applicable law.

**3.4 Payment.** The balance is due [ON COMPLETION / BEFORE UNLOADING / ON INVOICE] by [CASH / CARD / CHECK / OTHER]. The Mover will not hold the Goods hostage for charges in excess of those lawfully due.

**3.5 Additional charges.** Charges for unforeseen labor, materials, long carries, shuttles, stairs, storage, or waiting time will be itemized and, where required by law or this Agreement, approved by the Customer before they are incurred.

### 4. Inventory and Condition

**4.1 Inventory.** The Mover will prepare an inventory of the Goods at loading noting apparent condition. The Customer should review and note any disagreement at the time of loading.

**4.2 Inspection at delivery.** The Customer will inspect the Goods at delivery and note any loss or visible damage on the delivery documents before signing.

**4.3 High-value items.** Items of extraordinary value must be listed on a high-value inventory to be eligible for full coverage of their declared value.

### 5. Storage (If Applicable)

**5.1 Storage-in-transit.** If storage is requested, the Goods may be held in the Mover's or a third party's facility for [NUMBER] days at [\$ PER MONTH / DAY].

**5.2 Risk during storage.** Liability during storage is governed by Section 6 and any separate warehouse receipt, which the Customer should review.

**5.3 Charges and lien.** Unpaid storage charges may, to the extent permitted by law, give rise to a warehouse lien on the stored Goods enforceable under applicable [STATE] law.

### 6. Liability for Loss or Damage

**6.1 Valuation options.** The Customer must select a valuation level: ☐ Released value at the minimum amount per pound permitted by applicable law (lowest, often included at no charge); or ☐ Full (replacement) value protection at a charge of [\$ AMOUNT]. The selected level governs the Mover's maximum

liability.

**6.2 Released value.** If released value is selected, the Mover's liability is limited to the per-pound amount set by applicable law or tariff, which the Customer acknowledges is a limited recovery.

**6.3 Claims.** The Customer must file any claim for loss or damage in writing within [NUMBER] days of delivery, or within the period required by applicable law if longer, with reasonable supporting detail.

**6.4 Exclusions.** The Mover is not liable for: (a) damage to Customer-packed containers unless caused by the Mover's negligence; (b) ordinary wear; (c) damage to mechanical or electronic items with no external sign of damage; or (d) loss of items not listed on the inventory, except as required by law.

**6.5 Consumer and regulatory rights.** For regulated moves, applicable federal or state regulations govern minimum liability and claims handling and prevail over any conflicting term here.

## 7. Insurance and Regulatory Compliance

**7.1 Mover coverage.** The Mover maintains the insurance and, where required, operating authority and registrations applicable to its services.

**7.2 Customer insurance.** Released-value protection is not insurance. The Customer may obtain separate moving or homeowner's insurance for additional protection.

## 8. General Provisions

**8.1 Independent contractor.** The Mover is an independent contractor and not the Customer's agent or employee.

**8.2 Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], without regard to conflict-of-laws rules. The Parties submit to the courts located in [COUNTY, STATE]. For interstate moves, applicable federal law and regulations also apply.

**8.3 Dispute resolution.** Before filing suit, the Parties will attempt in good faith to resolve any dispute within [NUMBER] days of written notice. [OPTIONAL: arbitration program — discuss with counsel.]

**8.4 Force majeure.** Neither Party is liable for delay or failure caused by events beyond its reasonable control, provided it gives prompt notice and mitigates.

**8.5 Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

**8.6 Entire agreement; amendment.** This Agreement, with any inventory and estimate, is the entire agreement on its subject and may be amended only in writing signed by both Parties.

**8.7 Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original.

**IN WITNESS WHEREOF,** the Parties have executed this Agreement as of the Effective Date.

**MOVER**

**CUSTOMER**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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Printed name: **[NAME]**

Printed name: **[NAME]**

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Title: **[TITLE]**

Title: N/A

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Date: \_\_\_\_\_

Date: \_\_\_\_\_

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