

## **DISCLAIMER – READ BEFORE PROCEEDING**

This is a sample contract for moving services that involves an hourly rate. This sample contract, while perhaps informative, may not be appropriate for your particular move or for your business interests. It is just one possible contract among many possible options.

This sample moving contract might not be legally enforceable and/or sufficient to achieve your goals, depending on the particular circumstances and applicable laws. In presenting to you this sample moving contract, MovingGuru.com is not offering any legal advice or otherwise making any assurances with respect to your move or business interests. Any contract should be tailored to your specific needs and should be reviewed by an attorney before it is signed.

**MovingGuru.com’s Sample Moving Contract for Hourly Rate**

On this date, \_\_\_\_\_, the Parties to this Agreement, \_\_\_\_\_ (“Customer”) and \_\_\_\_\_ (“Moving Company”), hereby agree that Moving Company will provide moving services to Customer in accordance with the terms set forth below:

**1. SERVICES.** Customer hires Moving Company to provide moving services in accordance with these terms:

**A. Location** – Moving Company will transport Customer’s possessions, furniture, appliances and goods (herein “property”) from:

Current Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

to:

Destination Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**B. Timing** – Moving Company will begin rendering services on \_\_\_\_\_ and will complete services by \_\_\_\_\_.

**C. Services** – Moving Company will load all Customer’s possessions from Customer’s current address into a vehicle, will drive that vehicle to Customer’s destination address, and will unload all Customer’s possessions at their destination address. The following services and restrictions will apply:

- i. Moving Company will not provide packing services. Customer is obligated to pack Customer’s property into appropriate boxes and other containers.
- ii. Moving Company will disassemble and reassemble furniture as is appropriate.
- iii. Moving Company will unload Customer’s property into specific rooms at Customer’s direction.
- iv. Moving Company will use \_\_\_\_ number of employees during the loading and unloading phases.

**2. PAYMENT.** Customer agrees to pay Moving Company in accordance with these terms:

**A. Hourly Rate** – Customer will pay Moving Company \_\_\_\_\_ per hour during the packing, loading and unloading phases. Customer will pay Moving Company \_\_\_\_\_ for driving time. Moving Company employees will take breaks in unison. Customer will not pay the hourly rate during breaks taken by Moving Company employees. The hourly rate applies to all employees at once and not to each individual employee.

**B. Other Costs**

Customer will not pay per mile.

Customer will not pay for gas costs.

Customer will not pay for moving supplies.

Customer will pay \_\_\_\_\_ per hour for any waiting time caused by Customer's tardiness.

Customer will pay \_\_\_\_\_ for storage for up to \_\_\_\_\_ days until Customer arrives at Customer's destination address.

**C. Maximum Price** – Customer will pay a maximum price of \_\_\_\_\_, no matter the amount Moving Company might earn under the terms of this Agreement.

**D. Time of Payment** – Customer will pay Moving Company a down payment of \_\_\_\_\_ on or by the date \_\_\_\_\_. Customer will pay the remaining balance within \_\_\_\_\_ days of Moving Company completing services and supplying Customer with a bill for services.

**3. NO ADDITIONAL COSTS** – Moving Company hereby agrees that it understands the requirements and intricacies of Customer's move and that it will not charge Customer for any additional costs or for any services not described in this Agreement.

**4. LICENSING AND INSURANCE** – Moving Company hereby asserts that it is properly licensed and insured under applicable state and federal laws.

**A. Insurance** - Moving Company will personally insure customers' property for \_\_\_\_\_ to the pound for any damage caused during Moving Company's services, regardless fault.

**B. Moving Company Licensure and Insurances**

Moving Company's Federal DOT number is \_\_\_\_\_ (if applicable).

Moving Company's state license number is \_\_\_\_\_ (if applicable).

Moving Company's insurance carrier is: \_\_\_\_\_, policy number \_\_\_\_\_.

Moving Company is bonded by: \_\_\_\_\_, bond number \_\_\_\_\_ (if applicable).

**5. DAMAGES IN EVENT OF BREACH OF CONTRACT OR NEGLIGENCE**

**A.** In the event Moving Company does not provide services to Customer, Moving Company may be liable to Customer for foreseeable consequences, including the cost of hiring a new moving company in short time and any further consequences likely to result to Customer, including:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**B.** In the event Moving Company's negligence causes damage to Customer's possessions or real property, Moving Company will be liable for the full value lost. This provision does not affect Moving Company's agreement to insure Customer's belongings, as established by Part 4(A) of this Agreement.

**C.** In the event Customer does not pay in full, Moving Company has no right to retain Customer's property. Moving Company agrees that it do not obtain a security interest in Customer's property at any time during its rendering of services. Moving Company may pursue remedies against Customer as provided by this Agreement.

**6. MISCELLANEOUS**

**A. Dispute Resolution** – In the event of breach or a dispute that cannot be resolved without third party intervention, the Parties agree to resolve their dispute in arbitration.

**B. Choice of Law** – In the event of a dispute where federal law does not apply, the Parties agree that \_\_\_\_\_ state law will apply. The Parties agree to resolve any dispute in \_\_\_\_\_ County, in the state of \_\_\_\_\_.

**C. Entire Agreement** - This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made by any party to this Agreement or any third party on or before the effective date of this Agreement will be binding on the parties.

**D. Modification** - This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

**E. Severability** - If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

**F. Attorney's Fees** – In the event a dispute involving this Agreement is resolved in a third party judicial proceeding, including arbitration, the prevailing party will have a right to be reimbursed its attorney's fees and costs for enforcing its rights under this Agreement.

**G. Interest** – In the event a dispute involving an unpaid amount under this Agreement is resolved in a third party judicial proceeding, including arbitration, the prevailing party is entitled to interest of \_\_\_\_% starting on the date the amount unpaid became due.

### **SIGNED & DATED**

The Parties have read and understood the foregoing terms and agree to them.

If more than one person signs below, each agrees to be jointly and severally liable for all obligations under this agreement.

\_\_\_\_\_  
**Customer**  
Address  
Phone number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Moving Company  
Address  
Phone number

\_\_\_\_\_  
Date