

DISCLAIMER – READ BEFORE PROCEEDING

*Included in this .pdf is simply a sample moving contract. It is impossible to draft a perfect contract without knowing the details of a particular relationship. This form contract, while perhaps informative, may not be appropriate for your particular move or for your business interests. Any contract should be tailored to your specific needs and should be reviewed by an attorney before it is signed.

Take care to note where options are placed in this contract (will / will not; flat rate vs. hourly**). This contract requires that choices be made between provisions before it is employed.

MovingGuru.com's Sample Moving Contract

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 from:

[Current address]

to:

[Future 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 future address, and will unload all Customer’s possessions at their future address.

- i. Moving company Company **will / will not** (*circle one*) provide packing services by packing Customer’s possessions into appropriate boxes and other containers.
- ii. Moving Company **will / will not** disassemble and reassemble furniture.
- iii. Moving Company **will / will not** unload Customer’s possessions into specific rooms at Customer’s direction.

- iv. Moving Company will use ____ number of employees during the packing, loading and unloading phases.

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

[**A(1). Flat Rate** – Customer will pay Moving Company a single, set price of _____ for all services under this Agreement.]

[**A(2). Hourly** – Customer will pay Moving Company _____ per hour during the packing, loading and unloading phases. Customer will pay Moving Company _____ for driving time. Customer **will / will not** pay for break time for Moving Company employees.]

B. Other Costs –

Customer **will / will not** pay _____ per mile.

Customer **will / will not** pay for gas costs.

Customer **will / will not** pay for moving supplies.

Customer **will / will not** pay _____ for waiting time.

Customer **will / will not** pay _____ for storage for up to _____ days.

C. Maximum Price – Customer will pay a maximum price of _____, no matter the amount Moving Company might be entitled to under other 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 of Customer's move and that it will not charge Customer any additional amounts 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.

Moving Company's Federal DOT number is _____ (for interstate moves).

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

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

Moving Company is bonded by: _____, bond number _____.

A. Insurance - Moving Company will insure customers' possessions for ____ to the pound.

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

A. In the event Moving Company unjustifiably 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, as established below:

B. In the event Moving Company's negligence causes damage to Customer's possessions or real property, Moving Company **will / will not** be held liable for the full value lost.

6. MISCELLANEOUS

A. Dispute Resolution – In the event of 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. 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.

E. 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.

F. Attorney's Fees – In the event a dispute 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.

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.

Moving Party
Address
Phone number

Date

Moving Company
Address
Phone number

Date