



Thank you for scheduling your moving service with Ballantyne & Beyond Moving, Inc. We strive to provide excellent service and, in an effort to ensure the best possible experience for all of our customers, we have certain policies to which we must adhere. Please review the following terms and conditions. If you have any questions or concerns please contact our office.

Cancellation Policy: Upon scheduling a date for moving services your reservation with our company is thereafter deemed a contract. You have provided your credit/debit card information with security code for this binding contract and for our office to use should you cancel your reservation. You were informed verbally at the time of scheduling that if you should need to cancel your reservation a minimum of \$100 will be charged to the card you provided. Per these conditions: A) If you cancel your move service more than 48 hours before your reserved moving day arrival time a \$100 fee will be charged to your card. This \$100 fee is transferable to any future moving service you may schedule with our company. B) If you cancel your reservation within 48 hours of your reserved moving day arrival time a non-refundable/non-transferable \$250 fee will be charged to the card. C) In the event that you cancel on the same day as your reserved moving day a \$250 non-refundable/non-transferable fee will be charged to the card you provided. You may re-schedule your service for another day and time per schedule availability. Reservations that are cancelled then re-scheduled for another day are considered a cancellation (of the first reservation) and are all subject to the fees listed above. Your reserved moving day arrival time is determined as the start of the arrival window. Our office hours are Monday through Friday from 8:30 am to 5:30 pm. Should you send notification via email or leave a voice message after business hours we will consider our notification of your cancellation to be given at 8:30 am (the next business day).

Arrival Time: You have been given an estimated arrival window. Our crew will do all that they can to arrive within that time frame however there are many factors outside of our control (weather, traffic and delay from moves prior to yours) that can delay arrival time. For that reason arrival time is estimated only and never guaranteed. There will be NO discounts or refunds permitted after the move begins. In the event of rain on your move

day and after your mover arrival, our office permits a fifteen minute maximum credit for any/all rain delays only. Customer cancellation due to late arrival or rain will result in the full cancellation fee. Please make sure our staff has your correct contact number so that we can provide a courtesy call when the crew is either en route to your move or notify you of delays.

Contact Information: Please verify the phone contact and address information for your move service. Any changes to your contact information must be made in writing to our office prior to your move day. It is the responsibility of the customer to provide accurate contact and address information. Any delay caused due to inaccurate information is the responsibility of the customer.

Right of Refusal: We reserve the right to cancel or reschedule any move on move day when movers arrive if the information that you provided to this office is inaccurate or incorrect. We reserve the right to refuse service if, at our sole discretion, the move conditions are dangerous, abusive or unsanitary. A \$250 non-refundable cancel fee will be applied. In the event that we exercise our right to refuse service we will not be held liable to you or any other entity for direct or consequential damages.

Trucks: You are guaranteed that your minimum truck size will be a 24' box. We do not guarantee that all of your items will fit in one full truckload. Please provide as much information about your inventory when scheduling your move so that our representative can be accurate with the estimate of time and cargo space needed for your service.

Local Hourly Rate: Local hourly rate prices are calculated in quarter of the hour increments after the first two hours which begin when the truck arrives at the start location and end when payment has been made in full and our truck is prepared to depart from end location. Arrival at your starting location is determined by GPS records. The time the truck is parked/stopped at your starting location (based on GPS records) is the official start time of your service. Your start location is defined as the physical street address of your starting location. Any and all changes to move information on the day of the move including, but not limited to, additional stairs or steps, additional stops, additional trips, change of zip code, long walks to load or unload (over 50 feet), any non-standard or specialty items, over-weight or over-sized items, not written/included in the

original confirmation and estimate may result in individual additional fees and/or the move rate adjusted to the standard hourly rate per hour. Local hourly rates all require a two hour minimum. This is not a guarantee that all the services you request will be completed within the two hour minimum. If you wish to limit the hours of service provided that must be noted on the contract prior to any service being provided. Any discrepancies over the start and/or end time used for the hourly calculation including but not limited to mathematical error, arrival time, service completion time or transport/drive time are resolved by using the GPS records. Mathematical errors are resolved by using the times noted on the face of the contract. Any discrepancy regarding service time not brought to our attention at the time of the move will result in a maximum of ½ hour refund to the total.

Flat Rate Inventory Rate: Flat rate inventory prices are based on detailed, listed quantity of items and inventory, stairs, distance, time, fuel etc. Additional items or services will result in additional fees or rate adjustment. Any and all changes to move information on the day of the move including, but not limited to, additional stairs or steps, additional stops, additional trips, change of zip code, long walks to load or unload (over 50 feet), any non-standard or specialty items, over-weight or over-sized items, not written/included in the original confirmation and estimate will result in individual additional fees and/or the move rate adjusted to the standard hourly rate of \$150 per hour/2 person or \$75/hour per person.

Oversized or Specialty Items: Any item that weighs an excess of 300 pounds must be declared prior to moving service being provided. The hourly or flat rate includes standard size and weight items only. A minimum service fee of \$200 will be added to the rate for each item weighing over 300 pounds. It is at the sole discretion of the move crew to include overweight items as they may decline to move the item because it is unsafe or impossible without extra crew members. If you are unsure of the size of an item that you want to include in your inventory please contact your sales representative prior to your move service for assistance. Many specialty items may not exceed the 300 pound limit but may require additional services not included in the rate for standard items in order to move them safely. Additional fees may apply.

Non Standard Items: The standard hourly rate of (for local moves) is an all inclusive rate. Non standard items that do not exceed 300 pounds are included in the rate. Any discounted or reduced hourly rate

requires service fees of a minimum \$40 per non standard item unless specifically waived in the contract or noted in the Order for Service for moving services. Any discounted or reduced hourly rate requires a minimum service fee of \$200 for oversized items as outlined in the previous section. If you need assistance identifying items that may require a service fee please contact our office for a complete list of items.

Furniture Hardware: It is the responsibility of the customer to collect and transport all hardware for disassembled furniture during the move process. The easiest way to manage this is to give the move crew plastic sealable bags for use to collect, separate and protect all nails, screws, door handles, drawer handles and knobs for use when reassembling the items. The move crew will hand the bags to you prior to leaving for the ending location.

Hardwood Floors: Hardwood floors require additional care and materials to be fully protected during the move process. Please notify our office if you have hardwood floors that require special care. An additional charge is required for this additional service and materials. If you need special care for your floors please notify the office prior to your move date so the crew can arrive with the necessary supplies/equipment.

Insurance: Released value insurance (.60 per lb. per item) is included with your flat or hourly move rate. This is basic coverage and is not replacement value insurance. If you wish to purchase additional coverage for your items please refer to www.movinginsurance.com or call 704-544-1800 or 803-547-1800.

Damages: Although our movers are professional and careful some occasional damage does occur. Please notify your mover, upon inspection at delivery, of any damaged or lost items. All damaged and lost items must be noted on the contract (front or back) and signed by a crew member and the customer. A claim must be made in writing to our Claims Department at info@ballantynemoving.com or mailed to 1228 Transformation Lane, Fort Mill, SC 29707 for the claims process to begin. It is the customer's responsibility to inspect and account for all items upon delivery. No damage or loss claim is processed before payment is made in full. Damage or loss claims are not processed or awarded at the time of the move. Failure to

notify the crew of any damaged or missing items prior to their departure will forfeit any claim of damage or loss.

Exclusions from Liability: It is always best for our customers to pack and move jewelry, important paperwork and documents, stamp or coin collections, medications, photographs or portraits and sentimental items themselves. Value cannot be placed on sentimental items and the photographs are covered only for the weight of the paper. Items that we exclude from liability are those packed in boxes by the customer unless there is clear evidence of mishandling of the box. Software data or loss of software data is excluded. Any item that is loaded out of a storage facility or rental truck or any item that is loaded into a storage facility or rental truck is excluded. We cannot be responsible for items that are not in our custody, care, and control. Cash is excluded unless counted and noted prior to service beginning and counted and noted after service is complete. Particle board items or like material items are excluded. We cannot guarantee that any item made of particle board or like material, when disassembled by our crew at the customer's direction, will reassemble properly. Any damage that occurs while the customer, friends of the customer or relatives of the customer are assisting the move crew is excluded. Drawers, cabinets and the contents of the item are excluded if not emptied fully. We do not move dangerous goods or liquids. Any damage that occurs as a result of a customer packing such goods in a box and any leakage occurring is excluded. Any item that the crew suggests be properly wrapped or padded and the customer refuses such protection is excluded. A waiver may need to be signed if customer requests no protective padding or wrapping. We do not move plants or animals. If you have a matching set of furniture and one piece is damaged only that piece is repaired or covered. The remaining items in the set are excluded. Electronics or appliances are excluded unless evidence that the item is in good working condition (evidenced in front of the move crew). We cannot accept liability for an electronic item or appliances condition unless it was clear that it was working and noted as such prior to service with the crew unless there is clear evidence of mishandling. Oil or fluid spots/stains on driveways or pavers due to any unforeseen mechanical issues with the moving truck are covered only for the cost of one application (one bottle) of stain remover. No labor costs are covered.

Out of Area Moves: Any move that is outside of a 30 mile radius of our office is considered to be an out of area move. Out of area moves are billed round trip which begins at the zip code indicated in the Customer Comments section of the Order for Service email and face of the contract

and ends when back at the zip code indicated in the Customer Comments section of the Order for Service email and face of the contract.

Storage: Your storage fees are billed on the bill of lading or separately in monthly increments. Storage is based on the quoted amount in the estimate but is subject to change vs. the actual contents received. The storage is pro-rated for the move in and charged on the first of the month for each month or portion of a month. Moves out of this storage facility not performed by Ballantyne & Beyond Moving, Inc. (your rental truck or another moving provider) require a \$495 staging fee. There is an additional labor fee to load the items @ \$150 per hour (for a 2 man crew) with a 2 hour minimum. Storage labor/loading is provided and billed through Ballantyne & Beyond Moving, Inc. This is a private facility with no public access. Unlike self storage facilities our customers do not have access to their stored items. The customer designates the homeowner's or property insurance, renter's insurance or storage insurance as the primary insurer against any/all risks associated with storing items and accepts full responsibility for obtaining and determining the adequacy of such coverage. The customer agrees to acquire and maintain such insurance for the duration of time their items are stored. In the absence of such coverage and to avoid costs of special insurance to cover all risks, the customer accepts responsibility for any/all loss or damage which may occur. In consideration of this, the company agrees to use their best efforts to prevent any damage or loss. In the event of damage, the company agrees to assist the customer in the onsite repair or salvage of the damaged articles with no guarantee of the outcome and at the sole discretion of the company. As released value valuation coverage is included with your storage in any case the total limit of liability of the company shall not exceed 0.60 cents per pound per article or a maximum of the total cost of storing the items whichever is less. The customer agrees to hold the company harmless from any damages or legal consequences for the storage that the company provides on behalf of the customer above their released value valuation coverage. Prior to storing any items the customer acknowledges that they have been informed where to purchase additional insurance coverage at www.storageinsurance.com at their own expense. By signing this contract waiver you are declining certain valuable coverage which protects your possessions above the minimum amounts set by this agreement (0.60 cents per pound per article) you have been informed and decline extra coverage. It is the customer's responsibility to inspect all of their items for any damage upon delivery or at the time of pick up from the warehouse. Any/all claims of damage not made and noted in writing and signed by a warehouse employee at the time of self pick up OR in writing on the back of the delivery contract for services (for storage

customers that use Ballantyne & Beyond Moving, Inc. for delivery) and signed by the mover ONLY on the day of the move are null and void. Additionally all damage claims must be emailed to: info@ballantynemoving.com within 30 days of completion. Mediation/Arbitration Clause: The customer agrees that any claim or dispute that they may have relating to this contractual agreement, or any other matters, disputes, or claims between (us) the movers and the company and (you) the customer, shall be subject to non-binding mediation if agreed to by you and us within 30 days of you or us making a request to the other by letter. Any such mediation will be held in the federal judicial district of Lancaster County, SC and shall be conducted according to the mediation rules of the National Arbitration Forum. Whether or not mediation is requested by any party, any claim, dispute or controversy arising from or relating to this agreement or the relationships which result from this agreement, including the validity of this arbitration clause or the entire agreement, including any that remain unresolved 120 days after an agreement for mediation, shall be resolved by binding arbitration by the National Arbitration Forum, under the Code of Procedure then in effect. Any award of the arbitrator(s) may be entered as a judgment in any court having jurisdiction. In the event a court having jurisdiction finds any portion of this agreement unenforceable, that portion shall not be effective and the remainder of the agreement shall remain effective. Information may be obtained/claims may be filed at www.arbitration-forum.com for the state of South Carolina.

Coupons: Please present any coupons of promotional material you may have at the time of scheduling. You can forward an email coupon you may have received or notify your relocation representative that you have a promotional flyer at the time you make your reservation. The move crews are not permitted to apply discounts or coupons at the time of the move.

Payment Methods: Payment methods accepted by our company include cash, money orders, cashier's checks, MasterCard, Visa, American Express or Discover (credit or debit cards). Credit or debit cards will be accepted only if the card holder is present or online, the card is present and the cardholder has a valid State or military issued photo identification card or driver's license. We do accept personal checks. Returned checks will result in a \$50.00 returned check fee. Payment is due in full upon delivery or completion of service at the discretion of the move crew. In the event of any non-payment or if your credit card declines you would be held personally responsible for any and all charges due and any or all attorney's fees associated with collecting and/or associated with this reservation and/or

moving services. We reserve the right to exercise our lien rights in the event of non-payment for services. Non-payment for professional services violates certain South Carolina State laws. Chargebacks for payment for services provided or non-payment at the time of the move service are considered theft of professional services and may result in filing of charges with the local police and the State Attorney's office. By providing this office with the information for your credit/debit card with security code you have agreed to the terms and conditions listed here and also on our website. You understand our cancellation policy and understand your move rate fully. In the event that a chargeback attempt is made for either the cancellation fee or the move rate or any portion of either a \$250 processing fee will be added to the total monies due to cover some of our expenses. You further understand that a successful chargeback does not release you from any agreement within the contract for payment due for services or fees.

It is further understood and agreed that any internet posting/print material written by you or on your behalf naming our company, employees or move crews is to include factually accurate information when expressing your opinion. Should any discrepancy arise as your posting includes factually inaccurate information (false information that is not opinion based) of any/all internet posting/print material, you now also understand and agree to remove this material within 24 hours of our removal notification. It is further understood and agreed that if you fail to remove the material as agreed it will be necessary for our office to initiate a lawsuit. You understand and agree that you will be held responsible for all court costs, legal fees and attorney's fees in association with such a lawsuit. Your receipt/review and acceptance of these terms and conditions has now been digitally recorded with your email & IP address on our server and is agreed binding.

Moving Authority Household Goods Arbitration Program Fee Schedule:

Claim Amount	Shipper Administrative Fee
\$10,000 or less	\$395.00
\$10,000 - \$20,000	\$420.00
\$20,000 - \$30,000	\$445.00
\$30,000 - \$40,000	\$470.00
\$40,000 - \$50,000	\$495.00
\$50,000 and up	\$495 plus 1/2 of 1% of 50,000

**Carriers will be responsible for Arbitration filing fees as well as the Shipper. Please see Arbitration provider for full list of filing fees. Fees are subject to change depending on the filing and category of case submitted.



THE MOVING AUTHORITY ENTERPRISES

Phone (702) 333-2430

www.movingauthority.com

MOVING AUTHORITY TM

MOVING AUTHORITY HOUSEHOLD GOODS ARBITRATION PROGRAM

Consumer Information for Resolving Disputed Claims Involving Interstate Household Goods Shipments



Your claims and arbitration experts

WE MAKE FILING ARBITRATION

CLAIMS EASY

Arbitration is a means of settling a dispute between a customer and a carrier without utilizing the assistance of the courtroom. Every interstate (long distance) moving company is required by law to participate in an arbitration program. Customers may only request arbitration through the program that the movers have an active membership with. Before you can proceed with arbitration, the law requires that you must first file a claim with the carrier or their chosen third party claims company.

Although the majority of disputed interstate household goods relocation claims qualify for arbitration, only certain disputes can be addressed by our panel of arbitrators. Disputes regarding loss or damage to the household goods and whether the charges assessed by the carrier must be paid by the shipper are the only types of disputes that can be addressed under our arbitration program.

If the disputed claim cannot be resolved between you and the carrier, you have the right to request arbitration. However, you must first exhaust all remedies through the moving company's regular claims process and verify that the mover has issued a final settlement offer. Per federal regulations, any and all claim for lost or damaged items must be filed with the carrier or their third party claims company within nine months from the date of delivery. Your carrier is required to notify you that they have received said claim within 30 days after the filing date and must pay, provide explanations for denying the claim or make a settlement offer for your claim within 120 days after the claim has been received. If you are in need of filing a claim for the dispute of the charges assessed, you must do so within 180 days after receiving an invoice from the carrier. Any claims of another nature can only be addressed if both parties (yourself and the moving company) agree.



Because arbitration for consumers is not required, you should carefully consider the effects or proceeding with arbitration. Federal Regulation 49 USC 14708 provides details regarding the dispute settlement program requirements which will assist you in making an informed decision regarding your participation in arbitration. A significant number of customers decide to participate in arbitration so they can avoid the potential fees associated with a lawsuit. Furthermore, on average, arbitration cases are able to be settled in less time than cases appearing before a judge in a courtroom.

Arbitration for carriers is only mandatory if the total amount of the disputed claim is less than \$10,000.00. If you file an arbitration claim for more than \$10,000.00, the carrier has the right to decline your request for arbitration. Claims consisting of more than \$10,000.00 can only be processed if both parties agree to proceed. Once there is an agreement to proceed with arbitration from yourself and the moving company, and both parties have signed the required paperwork, those can be sent to Moving Authority for a review prior to an official filing with NAM (National Arbitration and Mediation). Moving Authority will attempt to negotiate a resolution that is satisfactory for both parties. If this attempt is unsuccessful and the claim is still being disputed, the forms will be submitted to NAM to be assigned to the arbitrator who will issue an order regarding the claim. This order is legally binding for both yourself and the moving company and is able to be upheld in any court, provided the jurisdiction of the dispute belongs to that court.

The arbitrator can only issue an award or order if it does not exceed the carrier's maximum liability as shown on the Bill of Lading governing your move. An exception to this rule is regarding a dispute of the charges or a dispute of additional charges billed after the delivery date. The arbitrator is not permitted to consider any other claims including but not limited to personal injury, loss of wages, mental anguish, suspected fraud or violations of law, etc. Customers should also note that the coverage selected at pickup on the Bill of Lading must still be upheld during the arbitration unless circumstances make the determination invalid.



To obtain arbitration forms or information, please:

Call: (702) 333-2430

Email: Support@MovingAuthority.Com

This request must be submitted no more than 90 calendar days after the carrier has either made a final settlement offer or issued a denial of the claim to you in writing. You must be able to provide all of the following information:

- The name of your moving company
- The moving company's license number (DOT #)
- The shipment id number (Job # or Reference #)
- The actual Shipper's Name
- The pickup date and location
- The delivery date and location
- The total amount you are planning to request through arbitration
- A brief explanation of the disputed claim
- Your opinion as to why the claim was unable to be resolved outside of the arbitration process.

NOTE: You should not send the administrative fee or supporting documentation when you submit your initial request. This will be collected from you at a later date because a significant number of disputed claims are able to be settled prior to the arbitration hearings.

Once your forms are received, Moving Authority will notify the moving company of your demand. If your carrier is in agreement with participating in the arbitration process, we will send you our program's rules along with the required arbitration forms. You will be allowed up to 30 calendar days to return the forms, supporting documentation and administrative fees. Your moving company will also need to submit their documentation and administrative fees at which time the arbitration process will begin. The typical arbitration case can be settled by the arbitrator within 30 calendar days after all of the documentation and fees have been received.