

1. The Proposal: Unless otherwise specified in the proposal for services ("Proposal") submitted to you ("Client") by District Moving Companies, Inc ("DMCI"), or unless sooner withdrawn by DMCI, you may accept the Proposal within sixty (60) days from the date of issue. Your acceptance of the Proposal constitutes your agreement that:
  - Scope of Proposal: The prices or rates for services in the Proposal cover only the articles and services and the dates or range(s) of dates listed thereon and are offered pursuant to all the terms and conditions set forth herein.
  - Proposal is an Estimate: Except as specifically set forth in the Proposal, the Proposal is an estimate, and final costs and charges for the services set forth in the Proposal will be based upon the stated rates for the actual time worked and the actual materials used.
  - Third party Costs: Whether the Proposal is only an estimate, the Proposal does not include, and Client will be responsible for, any insurance, inspection fees, taxes, or charges payable to government agencies or other third parties.
  - Rental Equipment and other Items: Without limiting the foregoing, if the Proposal includes the use of moving crates, dollies, bins, or other equipment, Client shall be responsible for the applicable rental fees for the length of time these items are in Client's possession. There may be additional fees if more visits to Client's facility than set forth in the Proposal are needed to remove these items after use.
  - Lost or missing rental items: Client is responsible for any lost or missing rental items, or any items not returned for any reason, at the standard replacement rate per item.
  - Document Destruction and E-Cycle Services: Client must notify DMCI in advance if a Certificate of Destruction or Certificate of Recycling is required for any documents or electronic items removed for destruction or recycling. Client acknowledges that DMCI's standard process is to shred documents/paper and recycle for reuse any electronics removed according to existing industry standards. Client must request hard drive destruction prior to the commencement of the services.
  - Client's Authority: Client represents and warrants that it has full authority to grant access to DMCI to the premises at origin and destination, and that Client owns or is in lawful possession of all articles located at the origin premises, with authority to direct their movement to the destination premises.
  - Change Order Authority: Client acknowledges it must have representatives at all sites until work is completed and assigned client representatives have the authority to request and approve change orders at the time of service.
  - Articles to Be Moved: Client represents and warrants that the articles to be moved do not include any hazardous materials, explosives or dangerous articles or goods, or any other item prohibited by law to be shipped or possessed.
  
2. Payment Conditions: Upon approval of a credit review payment terms of Net 30 will apply. A 1.5% per month interest charge will be added to invoices beyond 30 days or past due. If for any reason this matter is referred to collection, the Client shall be responsible for all costs, including but not limited to, agency fees, attorney fees and court costs.

3. **Scope Change Fees:** Once the project is contracted the required resources will be scheduled. For changes made between three to ten calendar days from the relocation date, a fee equivalent to either \$250 or 5% of the estimated or fixed proposal amount, for the sequence(s) impacted, whichever is greater will be applied. This fee will also apply when a project is cancelled either in part or in its' entirety. For any changes made with less than 72 hours' notice the Client will be responsible for the minimum fee for the Crew and Resources scheduled at DMCI's current Standard Rates for the sequence(s) impacted. Overtime rates may be charged for work performed on Sundays or Holidays, or when a change is requested. The Client also agrees there is no guarantee last minute- changes can be performed. The Client is responsible for charges resulting from changes in the size, scope and/or conditions of the project.
4. **Condition of Services:** All prices are quoted on the basis that access areas are provided for exclusive use with no interruption – including, but not limited to, elevators and ingress, egress, and staging areas for loading and unloading throughout all Client facilities involved in the services. Except as specifically identified in the Proposal, DMCI is not responsible for, and Client will pay DMCI for (even if Proposal is a fixed price Proposal), charges for DMCI time and materials resulting from delays such as those relating to construction activity, other non-moving use, elevator failure or non- exclusive use of the elevator and/or limitations or restrictions to ingress, egress, and/or staging areas for DMCI's performance of loading, unloading, and related services. Any non-moving use that occurs during the relocation may result in additional time and costs. All parking areas must be free of cars to allow access to large trucks. All regulated parking meters must be covered or reserved by the Client. Any significant changes in weather or traffic that cause a delay in estimated time may result in additional costs. All applicable elevators must be reserved by the Client through building management and have controls available for crews. A qualified elevator repair firm or technician should be placed on-call by Client for all applicable moving times. Client is further responsible for meeting any other requirements of the management of the origin and destination buildings and advising DMCI of any requirements DMCI may be required to meet in sufficient time for DMCI to do so.
5. **Client Warning to Its' Workers on Premises: Furniture Moving is Dangerous.** Client must instruct its' employees to stay a safe distance from DMCI's movers, the items moving, and the equipment being used to perform the move and related services. If services are performed over multiple days, it is the responsibility of the Client, and Client agrees, to keep workers away from any services being performed and the equipment being used.
6. **DMCI's Liability for Items Moved:** DMCI's liability for goods being moved is limited in accordance with the provisions of this Section, including the valuation coverage described in the VALUATION SECTION as selected by Client in the Proposal. Valuation is not insurance, and DMCI does not insure goods or property on behalf of the customer. DMCI RECOMMENDS THAT CLIENT OBTAIN ADEQUATE INSURANCE TOPROTECT AGAINST LOSS OR DAMAGE OF PROPERTY. Consistent with the foregoing, DMCI's responsibility for loss and damage to goods moved, regardless of which valuation alternative is selected, is limited as follows:

- Mechanical/Electrical: DMCI is not responsible for the derangement of or damage to mechanical equipment or systems, computers, I/T equipment, servers, audio/visual equipment and parts thereof, electronic office equipment, medical or laboratory equipment, or like articles, unless due to negligence by DMCI as evidenced by external damage.
- Mechanical/Electrical Data or Electronic Content: DMCI is not responsible for any data or electronic content stored in any mechanical equipment or systems, computers, I/T equipment, servers, audio/visual equipment and parts thereof, electronic office equipment, medical or laboratory equipment, or like articles.
- Pressed or Particle Board Furniture: DMCI is not responsible for damages to pressed or particle board furniture during the process of disassembly, movement, transportation or reassembly. Such furniture is not intended to be moved regularly and over time construction begins to deteriorate, rendering the product brittle and prone to damage during movement.
- Laboratory & Specimen Work: DMCI is not responsible for the condition or loss of any laboratory specimens, including without limitation any cost associated with past or ongoing research of any specimens, cultures, agents, or other samples utilized in a laboratory, scientific or similar environment. Client is encouraged to take the necessary precautions to insure these assets from loss or damage.
- Specialized and Non-Moving Services: DMCI's services consist of moving and storage related services. Unless otherwise set forth in the Proposal, any other types of services performed at Client's request (including without limitation services normally performed by a tradesman or contractors requiring specialized skills) will be performed on an "as is" and "as performed" basis, and DMCI will not be responsible for the results of such services.
- High Value Items: DMCI will not be liable for loss or damage to property in excess of \$5,000 per article unless DMCI expressly agrees to accept such article, with full description and valuation specified, in writing, in which case DMCI's liability for loss or damage to that article will be limited to the valuation stated. Client must notify DMCI of any such article five days prior to the commencement of services. DMCI's liability for any articles not so identified will be limited to the Standard Valuation or, if Client has selected Replacement Valuation, \$2,500 per item, subject to the aggregate declared valuation set forth in the Proposal.

DMCI will not be liable for any kind of loss or damage to property or delay caused by or resulting from an act, omission, or order of Client, defect or inherent vice of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity or changes therein, Acts of God, any acts of governmental agencies, public enemy, delays or early or late shipments of items to be moved, or other causes beyond DMCI's control, including specifically but without limitation:

(1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (A) by any government or sovereign power, or by any authority maintaining or using military, naval, or air forces; or (B) by military, naval, or air forces; or (C) by an agent of any such government, power, authority or forces.

(2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war.

(3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such an occurrence.

(4) seizure or destruction under quarantine or customs regulations.

(5) confiscation by order of any government or public authority; or

(6) risks of contraband or illegal transportation or trade.

(7) From terrorist activity, including action in hindering or defending against an actual or expected terrorist activity. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. The term "terrorist activity" means any activity which is unlawful under the laws of the United States or any State and which involves any of the following:

- the hijacking or sabotage of any conveyance (including an aircraft, vessel, cab, truck, van, trailer, container, or vehicle) or warehouse or other building.
- the seizing or detaining, and threatening to kill, injure, or continue to detain, another individual to compel a third person (including a governmental organization) to do or abstain from doing any act as an explicit or implicit condition for the release of the individual seized or detained.
- an assassination.
- the use of any (A) biological agent, chemical agent, or nuclear weapon or device, or (B) explosive, firearm, or other weapon or dangerous device (other than for mere personal monetary gain), with intent to endanger, directly or indirectly, the safety of one or more individuals or to cause substantial damage to property; or
- a threat, attempt, or conspiracy to do any of the foregoing.

(8) From delay caused by strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any person or persons taking part in any such occurrence or disorder, and from loss or damage when, after notifying the shipper or consignee of a potential risk of loss or damage to the shipment from such causes, DMCI is instructed by the shipper to proceed with such transportation and/or delivery, notwithstanding such risk.

7. Force Majeure: In the event DMCI's performance of services under the Proposal is affected by any cause beyond its reasonable control, including without limitation, fire, labor strife, riot, war, weather conditions, acts of the public enemy, acts of God, acts of terrorism, local or national disruptions to transportation networks or operations, material equipment repairs, fuel shortages, governmental regulations, or governmental request or requisition for national defense, and provided that the applicable cause is not attributable to DMCI's acts or omissions, and DMCI is taking reasonable measures to remove or mitigate the effects of the applicable cause, then the running of all periods of time mentioned herein and the performance of all obligations required under these Terms and Conditions or under the Proposal shall be suspended during the continuance of such interruption, and DMCI shall promptly notify Client of such interruption. Such period of suspension shall not

in any way invalidate the Proposal, but DMCI will resume services, with an extension period equal to the period of suspension to complete the move. DMCI will not be liable for damages resulting from such suspensions.

8. Indemnification: Except for DMCI's liability for articles moved, covered separately in these Terms and Conditions, each of DMCI and Client agrees to indemnify, hold harmless, and defend the other party ("Indemnitee") and its agents, employees, officers, and directors, from and against any and all liability, claims, loss, costs, fines, penalties, and expenses, including attorney's fees, judgments, or demands on account or damage of any kind whatsoever, on account of any, all, and every third party demand or claim, or third party assertion of liability or damage of any kind whatsoever, including but not limited to personal injury, property damage, cargo damage, or any combination thereof, suffered or claimed to have been suffered by any person or persons, arising, or alleged to have arisen, out of the negligent act or omission, the willful or intentional misconduct, the violation of applicable laws or regulations, or the violation of these Terms and Conditions or of the Proposal, of the party from whom indemnity is sought ("Indemnitor"), or of its agents, employees, officers, directors, or subcontractors, in connection with the provision or use of services provided hereunder. The Indemnitee shall provide prompt notice of any claim or liability; shall tender defense or settlement to the Indemnitor and shall fully cooperate in defense of the claim. Should the Indemnitor fail to honor a timely request for indemnification, then the Indemnitee shall be entitled to all costs incurred in the enforcement of the right of indemnification hereunder, which enforcement results in a legal judgment in its favor or an acknowledgement by the Indemnitor that the claimed indemnification is valid in a settlement of such claim. The foregoing notwithstanding, neither DMCI nor Client shall be liable for lost profits, loss of use, or interruption of business, nor for consequential, indirect, special, punitive, or incidental damages incurred by the other party as a result of this agreement regardless of whether the party to be charged had notice of the possibility of such damages.
9. Claims: Claims for liability for goods lost, damaged, or destroyed, and any other claims, must be filed in writing by Client within 10 days after completion of the services. Under no circumstances will the amount of the claim be withheld or short paid from any balance due reflected on the invoice. Full payment of all charges due to DMCI shall be a condition precedent of Client's right to file any claim. DMCI has the first right to inspect and repair allegedly damaged items. DMCI's liability for claims will be determined pursuant to Sections 6 and the VALUATION SECTION. No action or lawsuit may be maintained by Client or others against DMCI for goods lost, damaged, or destroyed, and any other claims, unless timely written claim has been given as provided above and unless such action is commenced within 9 months after the last date DMCI performs services pursuant to the Proposal.
10. Waiver and Severability: Compliance with any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) by the party entitled to enforce such term, but any such waiver shall be effective only if in a writing signed by the party against which such waiver is to be asserted. Except as otherwise provided herein, no failure or delay of any party in exercising any power or right under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power preclude any other or further exercise thereof or the exercise of any other right

or power. The provisions of this Agreement are to be considered as independent obligations. Therefore, should one provision be determined to be void and not be legally enforceable, its invalidation shall not excuse compliance with and adherence to the remaining provisions of this Agreement by the parties. Any captions or headings contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, or extend the scope or intent of this Agreement or any provision hereof.

11. Assignability: This Agreement may not be assigned or otherwise transferred by operation of law or otherwise without the written consent of DMCI.
  
12. Entire Agreement: These Terms and Conditions and those of the Proposal set for the parties' entire agreement and shall supersede all prior negotiations, discussions, correspondence, communications, understandings, and agreements, oral or written, among the parties relating to the subject matter of the Proposal. This Agreement shall not be altered, amended, or modified, except in writing properly executed by both parties. These Terms and Conditions and the Proposal shall be governed by the laws of the state of Maryland and of the United States, without regard to the choice-of-law rules of Maryland or any other jurisdiction. THE PARTIES AGREE THAT ANY CLAIM OR DISPUTE ARISING FROM OR IN CONNECTION WITH THESE TERMS AND CONDITIONS AND THE PROPOSAL, OR OTHERWISE WITH RESPECT TO THE OVERALL RELATIONSHIP BETWEEN THE PARTIES, WHETHER UNDER FEDERAL, STATE, LOCAL, OR FOREIGN LAW, SHALL BE BROUGHT EXCLUSIVELY IN STATE OR FEDERAL COURTS SERVING Charles County, Maryland.

13. VALUATION SECTION:

**Standard Valuation:** DMCI assumes liability for damages to all items handled by DMCI personnel while performing moving services. Its limited liability covers loss or damage to goods not to exceed the sum of \$.60 per pound per item for furniture and \$5.00 per pound per item for electronics unless the client has requested greater valuation at the agreed upon rate for Replacement Valuation. Client hereby releases property at the declared value of \$.60 per pound per item not to exceed \$50.00 per article for furniture and \$5.00 per pound per item for electronics with a \$100.00 deductible at no additional charge per the terms and conditions of this contract.

**Optional Full Replacement Valuation:** Loss or damage will be adjusted based on the value of Client's property at the time of the loss (depreciated value) and settled on the lesser cost to repair or replace with property of comparable material and quality used for the same purpose. Minimum valuation is \$20,000. Please contact your account representative if you would like a quote for additional coverage. The additional premium for this coverage will be reflected on your final invoice.