

This contract is subject to all the rules, regulations, rates, and charges in Company's currently effective applicable tariff on file with the FMCSA ("Mover's Tariff") including but not limited to the following terms and conditions.

TERMS AND CONDITIONS

The terms and conditions outlined in this document constitute a binding contractual agreement ("Agreement") entered into by and between you ("Customer") and White Oaks Brands DBA Later Neighbor Moving, a Texas business entity ("Company"), (individually a "Party" and collectively the "Parties,") effective as of the date you sign your estimate (the "Effective Date") with each Party having full authority to enter into this Agreement. Customer desires to hire the Company for services in connection with movement, transportation, and/or storage ("Move") of goods which are the property of the Customer and/or a third-party owner ("Goods") and Company desires to provide such services. In consideration of the matters described below, and of the mutual benefits and obligations set forth in this Agreement, the Parties agree to the following:

AGREEMENT

- 1. OWNERSHIP OF GOODS:** Customer has represented and warranted to the Company to be the legal owner or in lawful possession of the Goods and has the legal right and authority to contract for services for all Goods tendered, upon provisions, limitations, terms, and conditions herein set forth.
- 2. COMPENSATION TO COMPANY:** Subject to the terms and conditions of this Agreement and the Mover's Tariff, Customer agrees to compensate Company as described below.
 - 2.1. Pricing of Services: Customer agrees to pay according to the Mover's Tariff unless otherwise agreed upon, in writing, by the Parties, in addition to any other charges or fees applicable under this agreement or any other written agreement between the Parties.
 - 2.2. Minimum Charge: There is a two (2) hour minimum charge for all hourly rate services. Customer agrees to compensate the Company for at least two (2) hours for all hourly rate services provided even if such services are completed in less than two (2) hours.
 - 2.3. Deposits and Booking Fees: Company may require a deposit and/or booking fee prior to performing services. Any deposits and/or booking fees collected are non-refundable. Any deposit and/or booking fee collected shall be applied as a credit to the final invoice amount.
 - 2.4. Cancellation/Rescheduling Fees: Any deposit collected will not be refunded in the case of cancellation or rescheduling. If no deposit or booking fee is collected, the Company reserves the right to charge a cancellation fee of up to \$250 for each day that was reserved for the Move.

- 2.5. Accepted Payment Types: Company ONLY accepts payment in the form of credit and debit cards. Company reserves the right to refuse any other form of payment not exclusively listed as an accepted payment method. We accept most major credit/debit cards including MasterCard®, Visa®, American Express®, and Discover®.
 - 2.6. Payment Due Date: Payment is due on-site, as soon as all requested services are completed, and Company's tools and equipment are back in its vehicle(s).
 - 2.7. Hourly Rate Services: Time accrues continuously from Company's arrival until all services are completed, Company's tools and equipment are back in its vehicle(s), and payment is executed.
 - 2.8. Finance Charge: If any invoiced amount is not received by the Company by the due date, or such charge is rejected by Customer's bank or credit card issuer, then without limiting Company's remedies, any outstanding balance shall be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable law, whichever is less, determined and compounded daily from the due date until the balance is paid in full. Company may, at its election, choose to forgo the exercise of its rights under this section to resolve reasonable disputes, without waiving those rights.
 - 2.9. Collection Costs: In the event collection efforts are required to obtain payment for an outstanding balance, to the extent permitted by law, Customer agrees to pay all court costs, private process server fees, investigation fees, and reasonable attorney's fees or other costs incurred in the course of collecting any amounts owed under this Agreement.
- 3. CARRIER'S LIEN:** Company shall have a right to take a particular and general lien on any Goods which are in the possession or control of Company for all sums owed at any time by the Customer to Company if Customer fails to pay the charges and any other payments due under this or any other Agreement including any charges that Company has paid out on Customer behalf. Company shall have the right to sell such Goods by public auction or private treaty after giving notice to the Customer as per the requirements of the Storage Liens Act 1935 No. 19 or any subsequent amendments. Company shall be entitled to retain the sums due to it, in addition to the charges incurred in detention and sale of such Goods, from the proceeds of sale and shall render any surplus to the entitled person. While Company holds the Goods, Customer will be liable to pay all storage charges and other costs (including legal costs) reasonably incurred by Company in recovering Company charges and applying Company right of lien. These terms and conditions shall continue to apply.
- 4. COMPANY POLICY:**
- 4.1. Customer must be present during the start of the Move and final "walk- through."

- 4.2. If the Move requires work above and beyond the original order for services, Company reserves the right to fulfill other obligations before completing additional work or refuse services altogether.
 - 4.3. Company reserves the right to send additional personnel to complete a job if the job is potentially more than what was described in the original assessment or if a Move is running beyond eight (8) hours on the clock (time of day, not man hours). The customer will be charged accordingly. Company may limit workdays to twelve (12) hours.
 - 4.4. Company employees are entitled to a twenty (20) minute break after every four (4) hours on the clock (time of day, not man hours). Customer will be charged for break time at the agreed upon hourly rate. Customer will not be charged for break time exceeding twenty (20) minutes after every four (4) hours on the clock (time of day, not man hours).
 - 4.5. Customer shall not incur any expenses on behalf of Company unless preapproved in writing. Customer shall submit to Company reasonable evidence that an expense is and/or was both reasonable and necessary. Customer will be responsible for all other expenses incurred while performing services.
- 5. NON-SOLICITATION:** Customer will not attempt to hire any employee or independent contractors of Company or otherwise encourage or attempt to encourage any other employee or independent contractor of Company to leave Company's employment; and (ii) Customer will not, in any manner or at any time, solicit or encourage any person, firm, company, or other business entity who are business associates, or referral sources of Company to cease doing business with Company. Customer acknowledges that this section is fair, it does not impose greater than necessary restrictions on Customer and has been implemented at the time of the Effective Date.
- 6. SAFETY:**
- 6.1. No small children or pets allowed near the work area. Company reserves the right to refuse service if small children or pets are present at the work area.
 - 6.2. Company reserves the right to refuse service if other service providers engaged at the location, including, but not limited to painters, carpenters, roofers, locksmiths.
 - 6.3. Company will not take a truck off pavement or on steep grades unless deemed safe by the crew, or unless approved by the office. Company will not drive a truck on freshly graveled driveways. Any time spent positioning the vehicle(s) or time lost due to vehicle(s) getting stuck will be at customer's expense.
 - 6.4. Company reserves the right to refuse to move any item if it is deemed unstable, too fragile, or too heavy.
 - 6.5. Company reserves the right to refuse to move any item that Company deems cannot be moved safely or cannot be moved without damaging the item itself or floors, walls, etc.

- 6.6. Company reserves the right to refuse to move any items located in areas that are hazardous or unsafe due to animal or human waste/bodily fluids, trash, clutter, mold, mildew, rodents, insects, or excessive dust. If conditions are deemed hazardous or unsafe due to animal or human waste/bodily fluids, trash, clutter, mold, mildew, rodents, insects, or excessive dust by the Company, the Company reserves the right to charge an additional HAZMAT fee and/or discontinue the job and bill the Customer for travel time.
- 6.7. Company is not liable for any damage to particle board/simulated wood products/ready to assemble furniture and will not offer repair, replacement, or reimbursement for such items.
- 6.8. Company does not move, repair, or replace any of the following items and Customer shall indemnify the Company against all loss or damage caused by such items. Additionally, Customer agrees that any items listed in this Section 6.8 below are not to be included within the contents of the Goods subject to the Move.
- Explosive, flammable, or hazardous goods including but not limited to lithium-ion batteries, gasoline, diesel, nail polish, nail polish remover, rubbing alcohol, weapons, ammunition, and propane.
 - Toxic products or chemicals
 - Living organisms including but not limited to plants and pets.
 - Perishable items including but not limited to food and beverages.
 - Mobile homes
 - Vehicles
 - Pianos (unless otherwise agreed upon in writing)
 - Gun Safes (unless otherwise agreed upon in writing)
 - Water Beds or inflatable items
 - Unwanted furniture or items for disposal (unless otherwise agreed upon in writing)

7. **SCHEDULING:** Company reserves the right to reschedule the Move at an agreed upon time, without liability of any kind, if there is inclement weather, including, but not limited to, rain, snow, ice, or any Act of God. Company is not responsible for delays or trip termination due to weather, excessive traffic, or unsafe road conditions beyond Company's control. Company reserves the right to charge a cancellation fee or rescheduling fee if no deposit or booking fee was collected at the time of booking. Company will not be liable for any loss or damage incurred by Customer as a result of delays in transit time unless directly attributable to Company negligence or breach of contract.

8. **INDEMNIFICATION:** Customer agrees to indemnify and hold Company and its officers, directors, shareholders, and employees harmless from and against any loss, claim, damage or expense, and/or all costs of prosecution or defense of their rights hereunder, whether in judicial proceedings, including appellate proceedings, or whether out of court, including without limiting the generality of the foregoing, attorneys' fees, and all costs and expenses of litigation,

arising from or growing out of Customer's breach or threatened breach of any covenant contained herein.

9. VALUATION: The Company offers two different levels of moving coverage for lost, damaged, or destroyed Goods.

9.1. Full Value Protection is a moving coverage plan in which the Company will take responsibility for the full replacement value of your Goods ("**Full Value Protection**").

- (a) Under Full Value Protection, Company liability for the entire shipment is limited to the Declared Value listed on the bill of lading.
- (b) Under Full Value Protection, Company has the right to either;
 - 1. Pay a cash settlement or issue a refund for the cost of the repair or the current replacement value of the item.
 - 2. Repair the item.
 - 3. Replace the item.
- (c) Full Value Protection is offered at an additional cost.
- (d) Full Value Protection coverage may be subject to a deductible.

9.2. Released Value Protection is a moving coverage plan in which the Company's liability is limited to \$0.60 per pound per article ("**Released Value Protection**").

- (a) Released Value Protection is offered at no additional cost.
- (b) Under Released Value Protection, Company has the right to either;
 - 1. Pay a cash settlement or issue a refund for the cost of the repair, the current replacement value of the item, or in the amount of \$0.60 per pound per article (whichever is less).
 - 2. Repair the item.
 - 3. Replace the item.

10. LIMITATIONS OF LIABILITY: Company further limits its liability as below:

10.1. Company is not liable for any item that is valued at more than \$100 per pound unless it is specifically listed on the bill of lading.

10.2. Company liability for damage to floors, walls, doors, countertops, cabinets, railings, and painted surfaces shall be limited to \$50.00.

10.3. Company shall not be liable for loss, damage, or delay caused by an act of God, the public enemy, the acts of public authority, quarantine, riots, strikes, perils of navigation, the act or default of the Customer, the nature of the Goods, or defect or inherit vice therein.

- 10.4. Company shall not be liable for loss, damage, or delay caused by terrorist activity, including action in hindering or defending against an actual or suspected 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: (1) the hijacking or sabotage of any conveyance (including an aircraft, vessel, cab, truck, van, trailer, container, or vehicle) or warehouse or other building; (2) the seizing or detaining , and threatening to kill, injure, or continue to detain another individual in order 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; (3) an assassination; (4) 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 (5) a threat, attempt, or conspiracy to do any of the foregoing.
- 10.5. Company shall not be liable for loss or damage resulting from any of the items listed in Section 6.8 of this Agreement.
- 10.6. Company shall not be liable for items left behind at any location or in Company’s vehicle(s).
- 10.7. Except in cases of negligence, Company shall not be liable for the mechanical or electrical functioning of any article, such as, but not limited to pianos, radios, phonographs, television sets, cameras, computers, clocks, barometers, appliances, or televisions, where or not such articles are packed or unpacked by the Company.
- 10.8. Company shall not be liable for internal damage to furniture.
- 10.9. Company shall not be liable for damage caused by non-routine moving including but not limited to, standing pieces on end, sharp turns, over-crowded work areas, difficult stairways, snags and sharp edges in work areas and doorways, handing over balconies, railings, tight squeezes, etc.
- 10.10. Except in cases of negligence, Company shall not be liable for loss or damage resulting from insects, termites, moth, vermin, ordinary wear and tear, rust, fire, water, mold or mildew, changes of temperature, fumigation or deterioration.
- 10.11. Company shall not be liable for delay or rescheduling caused by highway obstruction or faulty or impassible highway, or lack of capacity of any highway, bridge, or ferry, or caused by breakdown or mechanical defect of vehicles or equipment. Company shall not be bound to transport by any particular schedule, means, vehicle, or otherwise than with reasonable dispatch. Company shall have the right in case of physical necessity to forward said Goods by any carrier or route between the point of shipment and the point of destination.

- 10.12. Company shall not be liable for loss or damage to accounts, bills, bonds, deeds, coin and stamp collections, alcohol, prescription medications, firearms and ammunition, checks, evidence of debts, letters of credit, passports, tickets, documents, manuscripts, notes, mechanical drawings, securities, currency, money, bullion, precious stones, jewelry, or other similar valuables, paintings, statuary, or other works of art; or property carried gratuitously or as an accommodation (which are not specifically listed on the bill of lading).
- 10.13. Company shall not be liable for damage to items requiring special instructions if Customer fails to provide such instructions including, but not limited to, disassembly or assembly of said items and any special preparation required.
- 10.14. Company shall not be liable for damage to any items that were packed, boxed, wrapped, or loaded by anyone other than an employee of the Company unless said items are specifically listed on the bill of lading.
- 10.15. Company shall not be liable for damage to any items that made of particle board, pressed board, melamine, or simulated wood.
- 10.16. Company shall not be liable for any damage due to deterioration from normal wear and tear, age, heat, or dry rot.
- 10.17. Company shall not be liable for any missing items or damage to items placed in the Customer's own vehicle or any rented equipment unless the rented equipment is rented by the Company.
- 10.18. Company shall not be liable for missing hardware or damage to items disassembled or by anyone other than employee of the Company.

11. NON-DISPARAGEMENT: The Parties will not make disparaging statements, in any form, about the other Parties or the other Parties' officers, directors, agents, employees, products, or services which either Party knows, or has reason to believe, are false or misleading.

12. CLAIMS:

- 12.1. All claims must be filed in writing to the Company within thirty (30) days after delivery of the Goods; or, in case of failure to make delivery, then within thirty (30) days after a reasonable time for delivery has elapsed; and all suits shall be instituted against Company only within two years and one day from the day when notice in writing is given by the Company to the claimant that the Company has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, the Company hereunder shall not be liable and such claims will not be paid.

- 12.2. Any and all charges applicable in the Mover's Tariff as well as any applicable charges in any other agreement between the Parties as well as any applicable deductibles must be paid in full before claims will be settled.
- 12.3. Company shall have the right to inspect, and repair alleged damaged articles. Damage will be adjusted on the depreciated value of the item based upon the cost to repair or replace with like kind and quality not to exceed the lump sum value declared, whichever is less.
- 12.4. Company or party liable on account of loss or damage to any of said Goods shall have the full benefit of any insurance that may have been effected upon or account of said Goods so far as this shall not avoid the policies or contracts of insurance.
- 12.5. Proof of value will be required before claims are paid out under Full Value Protection.

13. COVENANTS INDEPENDENT: Each restrictive covenant on the part of Customer set forth in this Agreement shall be construed as a covenant independent of any other covenant or provisions of this Agreement or any other agreement which Company and Customer may have, fully performed and not executory, and the existence of any claim or cause of action by Customer against Company whether predicated upon another covenant or provision of this Agreement or otherwise, shall not constitute a defense to the enforcement by Company of any other covenant.

14. SURVIVAL OF COVENANTS: All restrictive covenants contained in this Agreement shall survive the termination of this Agreement.

15. GENERAL PROVISIONS:

- 15.1. Governing Law; Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The Parties agree to submit to the jurisdiction and venue of any court of competent jurisdiction in Texas without regard to choice or conflict of laws provisions, for any claim arising out of this Agreement.
- 15.2. Injunctive Relief: Customer acknowledges that Company will suffer irreparable harm if Customer breaches any obligations under this Agreement and that monetary damages may be inadequate to compensate the Company for such a breach. Consequently, Company shall be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce such provisions.
- 15.3. Arbitration: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof (including any monetary disputes or declaratory relief actions) equal to the amount of ten thousand dollars (\$10,000) or less may, at the request of the Customer, be settled by arbitration administered by Ejudicate, Inc. d/b/a BRIEF ("BRIEF").

- 15.4. Notices: All notices, or other communications required to be given under the provisions of this Agreement shall be in writing and shall be served personally, delivered via email, or forwarded by certified mail, return receipt requested, upon or addressed to the Parties or to such other address as may be contained in a notice from either Party to the other given pursuant to this paragraph. Notice by certified mail shall be deemed to be given when received, or when receipt is refused.
- 15.5. Severability: If any paragraph of this Agreement or any portion thereof is determined to be unenforceable or invalid by the decision of any court by competent jurisdiction, which determination is not appealed or appealable, for any reason whatsoever, such unenforceability or invalidity shall not invalidate the whole Agreement, but the Agreement shall be construed as if it did not contain the particular provision held to be invalid and the rights and obligations of the parties shall be construed and enforced accordingly.
- 15.6. Amendments and Waivers: No modification of or amendment to this Agreement, nor any waiver of any rights hereunder, shall be effective unless in writing signed by the Parties to this Agreement. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance.
- 15.7. Successors and Assigns: This Agreement may not be assigned by either Party without prior written consent of the other Party. Except for the prohibition on assignment contained in the preceding sentence, this Agreement shall be binding and inure to the benefit of heirs, successors, and assigns of the Parties hereto.
- 15.8. Entire Agreement: This instrument contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force and effect. This Agreement shall not be modified in any way except by a writing executed by both parties.
- 15.9. Termination: The Parties agree to provide at least two weeks' written notice pursuant to the manner used in their usual course of business.
- 15.10. Counterparts: This Agreement may be executed in any number of counterparts, each of which may be executed by only one party, which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

COMPANY STRONGLY RECOMMENDS THAT CUSTOMER OBTAINS THIRD PARTY RELOCATION INSURANCE AND PERSONALLY MOVE ITEMS OF SIGNIFICANT MONETARY OR PERSONAL WORTH.