

# ROOM2ROOM MOVERS LLC

## TERMS & CONDITIONS

Last Updated: February 2026

### DEFINITIONS

For purposes of this Agreement:

“Company,” “Room2Room,” “we,” “us,” or “our” means Room2Room Movers LLC.

“Client,” “Customer,” “you,” or “your” means the person booking, paying for, or accepting Services.

“Services” includes moving, labor, transportation, storage, handling, packing assistance, shipping coordination, and any related services.

“Authorized Representative” means any person present at the service location representing or acting on behalf of the Client, including but not limited to students, parents, roommates, residents, or property managers.

“Service Agreement” includes booking confirmation, estimate, invoice, or service order.

### ACCEPTANCE OF TERMS AND BINDING AGREEMENT

By scheduling, booking, requesting, paying for, or accepting services from Room2Room Movers LLC (“Room2Room,” “Company,” “we,” “us,” or “our”), whether through our website, by telephone, email, text message, in person, or through any electronic platform, you (“Client,” “you,” or “your”) acknowledge that you have read, understand, and agree to be legally bound by these Terms and Conditions (“Agreement”).

Acceptance is effective upon the earliest occurrence of any of the following: submitting a booking request; paying a deposit or invoice; clicking “accept,” “agree,” or similar acknowledgement online; providing payment information; allowing access to property; presenting items for pickup, transport, storage, or delivery; or accepting completion of any services. This Agreement constitutes a legally binding agreement whether physically signed or not.

Client acknowledges and agrees that these Terms and Conditions are available upon request and are provided via Company website, booking confirmation, invoice, email, text message, or other communication, and that Client has had reasonable opportunity to review such Terms prior to Services.

Electronic acceptance, including acceptance through website or phone booking, email confirmation, or electronic payment, shall have the same legal force and effect as a physical signature.

Acceptance of storage, custody, or transport of Client property constitutes acceptance of all storage, lien, and liability provisions.

If you do not agree to these Terms, you must not book, schedule, or accept Room2Room Services.

Room2Room reserves the right to refuse or terminate Services if the Client does not accept or comply with this Agreement.

## **CONSTRUCTIVE NOTICE AND INCORPORATION BY REFERENCE**

These Terms and Conditions are incorporated by reference into every Service Agreement, estimate, invoice, booking confirmation, storage agreement, payment authorization, and Service Order issued by Room2Room Movers, whether delivered electronically, verbally, in writing, or in person.

Client acknowledges and agrees that these Terms and Conditions are publicly available on the Company's website and may be provided upon request.

Client further acknowledges and agrees that acceptance of Services, provision of payment information, payment of any Deposit or invoice, scheduling of Services, or permitting Company personnel to perform Services constitutes constructive notice of and agreement to these Terms and Conditions, regardless of whether Client has physically signed or reviewed the document.

Failure to review these Terms and Conditions does not invalidate or limit their enforceability.

Client expressly agrees that these Terms and Conditions govern all Services provided by Room2Room Movers and supersede any conflicting verbal statements, representations, or understandings.

## **AMMENDMENT OF TERMS**

Room2Room Movers reserves the right to amend these Terms and Conditions at its sole discretion. Any amendments shall become effective upon posting to the Company's website or upon written notice to Client, whichever occurs first. Amendments shall apply prospectively and shall not affect Services already completed and fully paid prior to the effective date of the amendment. Continued use of Company services, acceptance of Services, or failure to cancel scheduled Services after notice of amended Terms constitutes acceptance of such amendments. Clients are encouraged to review these Terms periodically.

## **SCOPE OF SERVICES**

Services are strictly limited to the scope defined in the Service Agreement.

Pricing, labor, and equipment allocation are based entirely on Client-provided information.

Client is solely responsible for accurately disclosing:

- Item quantity and size
- Packing status
- Access conditions
- Stairs, elevators, and distances
- Service locations

Each individual item constitutes a separate item.

Undisclosed items constitute scope modification.

Risk of loss transfers to Client upon completion of delivery, placement into storage, or release of custody, whichever occurs first, except where prohibited by applicable law.

Room2Room Movers reserves the right to refuse, suspend, or terminate Services where conditions differ materially from those disclosed, or where performance would be unsafe, unlawful, or operationally impractical.

## **AUTHORIZED REPRESENTATIVE AND AUTHORITY TO MODIFY SERVICES**

Client acknowledges and agrees that any person present at the service location who represents themselves as the Client, the occupant, or an authorized representative of the Client, including but not limited to a student, resident, family member, roommate, property manager, or other designated point of contact ("Authorized Representative"), shall have full authority to act on Client's behalf with respect to the Services.

Such authority includes, but is not limited to:

- Requesting and/or Approving additional labor, time, or services
- Adding or removing items from the move
- Adding, Removing and/or Changing pickup or delivery locations
- Requesting packing, storage, or additional handling
- Extending Service duration
- Rescheduling and/or Canceling a Service

- Providing instructions affecting the scope, duration, or execution of the Services

Client agrees that Room2Room Movers is entitled to rely on the instructions and representations of any Authorized Representative present at the service location without further verification.

Client further agrees that any modifications to the scope of Services requested or authorized by an Authorized Representative shall be deemed authorized by the Client and shall be binding upon the Client.

Client agrees to be fully responsible for all additional charges, fees, or costs resulting from such modifications, including but not limited to additional labor, time, equipment, materials, transportation, or storage.

Client waives any claim, dispute, or defense based on the assertion that an Authorized Representative lacked authority to approve or request additional Services.

This provision applies whether or not the Client is physically present at the service location.

Room2Room Movers shall have no obligation to obtain separate approval from the Client if an Authorized Representative is present and directing the Services.

## **CLIENT PREPARATION REQUIREMENTS**

Unless explicitly agreed otherwise in writing, Client must ensure all items are:

- Fully packed
- Boxed
- Disassembled if required
- Ready for transport

Room2Room is not obligated to pack or prepare items unless agreed.

If Client is not prepared, Room2Room may:

- Charge additional fees
- Convert service to hourly billing
- Modify scope
- Reschedule or cancel service

Room2Room Movers reserves the right to refuse, suspend, or terminate Services if conditions are unsafe, hazardous, illegal, or pose a risk to personnel, property, or equipment, without refund of Deposit.

## **DEPOSITS AND RESERVATION OF SERVICES**

To secure scheduling and reserve the requested service date and time, Room2Room Movers requires a deposit at the time of booking ("Deposit"). The Deposit confirms Client's intent to proceed with Services and allows Room2Room Movers to allocate labor, equipment, and scheduling resources.

The Deposit amount and/or percentage will be disclosed at the time of booking and applied toward the total cost of Services.

Except as expressly provided in the Cancellation and Rescheduling Policy, all Deposits are non-refundable. Deposits compensate Room2Room Movers for reserving availability, declining other potential bookings, scheduling personnel, and administrative costs associated with securing the reservation.

If Client cancels, reschedules, fails to provide access, fails to appear, or otherwise prevents completion of Services, the Deposit may be forfeited in accordance with this Agreement.

Room2Room Movers reserves the right to cancel or reschedule Services if the Deposit is declined, reversed, disputed, or otherwise invalidated.

Deposits are subject to the Payment Disputes, Chargebacks, and Waiver of Claims provisions of this Agreement.

#### **LONG-DISTANCE AND FLAT-RATE RESIDENTIAL DEPOSIT FORFEITURE AND LIQUIDATED DAMAGES**

Client acknowledges that Long-Distance Services and Flat-Rate Residential Services require substantial advance operational planning, including but not limited to crew scheduling, vehicle reservation, route planning, equipment allocation, storage coordination, and the forfeiture of other booking opportunities.

Client further acknowledges that cancellation of such Services results in operational losses that are difficult to precisely quantify.

Accordingly, the Deposit paid for Long-Distance Services and Flat-Rate Residential Services shall constitute a non-refundable reservation fee and shall be subject to the following graduated forfeiture schedule, which Client agrees represents reasonable liquidated damages and not a penalty:

##### **Cancellation more than fourteen (14) days prior to scheduled service date:**

Room2Room Movers may retain up to fifty percent (50%) of the Deposit.

##### **Cancellation between fourteen (14) days and seventy-two (72) hours prior to scheduled service date:**

Room2Room Movers may retain up to seventy-five percent (75%) of the Deposit.

**Cancellation less than seventy-two (72) hours prior to scheduled service date, or after operational resources have been fully allocated:**

The Deposit shall be fully earned and non-refundable.

**Operational Commitment Trigger**

Notwithstanding the above schedule, if Room2Room Movers has committed specific operational resources to Client's Service, including but not limited to:

- Crew assignment
- Vehicle reservation
- Route planning
- Storage allocation
- Dispatch preparation
- Equipment allocation

then the Deposit shall be deemed fully earned and non-refundable.

**Client Acknowledgment of Reasonableness**

Client acknowledges and agrees that:

- Room2Room Movers removes availability from its schedule upon booking
- Other customers may be declined as a result
- Operational planning occurs immediately upon booking
- Losses resulting from cancellation are real but difficult to precisely calculate

Client agrees that the forfeiture amounts set forth herein represent reasonable liquidated damages and not a penalty.

Client agrees that these amounts are reasonable in light of the difficulty of calculating actual damages, lost scheduling opportunities, and operational costs incurred.

Client acknowledges that Deposit forfeiture may apply regardless of reason for cancellation, including but not limited to voluntary cancellation, scheduling conflicts, relocation delays, housing changes, financial decisions, or decisions to use another service provider.

**Interaction with Other Policies**

This provision supplements and controls the general Cancellation and Rescheduling Policy for Long-Distance Services and Flat-Rate Residential Services.

Any attempt to reverse, dispute, or charge back a Deposit in violation of this provision shall constitute material breach of this Agreement and shall be governed by the Payment Disputes, Chargebacks, and Waiver of Claims provisions.

## **PAYMENT POLICY AND AUTHORIZATION**

Room2Room utilizes a card-on-file system. Deposits are collected at booking. The payment method on file will be authorized and may be charged for remaining balances, overtime, additional labor, storage fees, cancellation fees, materials, and related charges.

Client authorizes Company to charge payment method on file for:

- Remaining balances
- Additional labor
- Additional items
- Storage fees
- Rescheduling fees
- Packing services
- Materials
- All Services rendered

Authorization remains in effect until all balances are paid in full. Declined payments may result in administrative, legal, and collection fees.

Room2Room reserves the right to suspend or refuse services for nonpayment.

## **DEPOSIT AUTHORIZATION AND NON-REVERSAL AGREEMENT**

Client expressly authorizes Room2Room Movers LLC to charge the Deposit to the payment method provided at the time of booking in order to reserve scheduling availability, allocate personnel, secure equipment, and commit operational resources.

Client acknowledges and agrees that:

- The Deposit is a reservation fee and constitutes earned consideration in exchange for reserving Company availability and declining other potential bookings.
- The Deposit is separate from and in addition to charges for Services actually performed.
- The Deposit is subject to forfeiture in accordance with the Cancellation and Rescheduling Policy and Long-Distance and Flat-Rate Residential Deposit Forfeiture provisions of this Agreement.
- The Deposit is not contingent upon completion of Services and may be retained as liquidated damages in the event of cancellation, rescheduling, non-performance by Client, or other circumstances described in this Agreement.

Client expressly authorizes Company to charge, retain, and collect the Deposit and agrees not to reverse, dispute, or initiate a chargeback for the Deposit except in cases of proven unauthorized fraud.

Client acknowledges and agrees that initiation of a chargeback, payment reversal, or dispute in violation of this Agreement constitutes a material breach of contract.

Client agrees to remain fully liable for all Deposit amounts, fees, administrative costs, collection costs, and legal fees incurred by Company in recovering improperly disputed charges, to the fullest extent permitted by law.

Client further acknowledges that this authorization constitutes express informed consent to charge the payment method provided and satisfies all card network authorization requirements.

## **REMAINING BALANCE AND OVERTIME**

### **Flat-Rate Residential Services**

Remaining balance is due upon completion and will be automatically processed within one (1) business day. Clients have until the end of the following business day to change the preferred payment method, add a tip for their team, or initiate a review of charges.

Flat-Rate Services will not be assessed additional charges provided the Services performed match the scope, inventory, access conditions, and preparation assumptions disclosed and agreed upon at the time of booking.

If the Services rendered differ from the original agreement due to inaccurate or incomplete information, additional items, changes in scope, access limitations, preparation deficiencies, delays, safety considerations, or Client-requested modifications, Room2Room Movers reserves the right to assess additional charges. Such charges shall reflect the additional labor, time, equipment, materials, or operational costs reasonably required to complete the Services.

Client acknowledges and agrees that additional charges resulting from scope changes or differing service conditions are not penalties, but reasonable compensation for Services rendered beyond the original agreement.

Client acknowledges and agrees that additional charges resulting from differences between the booked Services and actual conditions encountered may be assessed upon completion of Services, and that Room2Room Movers is not required to provide an exact estimate of such additional charges prior to completion of Services.

Where reasonably practicable, Room2Room Movers may notify Client of anticipated additional charges; however, failure to provide advance notice shall not invalidate or waive Room2Room Movers' right to assess charges for Services actually performed.

## **Service and Scope Modifications**

Flat-rate pricing applies only to the specific service locations, routing, date(s)/time(s) and scope identified in the original Service Agreement.

Any addition, removal, or modification of pickup locations, delivery locations, stops, service addresses, routing, or travel distance constitutes a material scope modification.

Room2Room Movers reserves the right to assess additional charges for such modifications, including but not limited to additional labor time, travel time, distance-based travel charges, fuel costs, service delays, operational adjustments, and logistical expenses.

Client expressly agrees that such charges are reasonable, necessary, and authorized when requested or caused by Client or any Authorized Representative.

Such charges shall not be considered a change to the flat-rate nature of the original Services, but rather compensation for additional Services beyond the original scope.

All such charges are fully enforceable and payable in accordance with the Payment Authorization provisions of this Agreement.

## **College and Hourly Services – Time Calculation, Billing, and Authorization**

For College Services, Hourly Services, and any Services billed based in whole or in part on time, billing shall be calculated on a per-minute basis according to the actual time required to perform the Services.

### **Start Time.**

Billable time begins when Room2Room Movers personnel arrive at the first service location and are present and ready to begin performing Services.

### **End Time.**

Billable time ends when Room2Room Movers personnel complete the Services and depart the final service location.

### **Official Time Determination.**

All start times, end times, and total billable time shall be determined by Room2Room Movers' internal operational systems, including GPS location tracking, dispatch records, and service logs. These records shall be deemed accurate and controlling absent clear and convincing evidence of error.

### **Billable Activities.**

Billable time includes all time reasonably required to perform the Services, including but not limited to:

- Loading and unloading items
- Carrying items to or from service locations
- Disassembly or reassembly, where applicable
- Placement, positioning, and organization of items
- Handling, protecting, or preparing items for transport
- Time spent complying with Client or Authorized Representative instructions
- Reasonable travel between service locations located within three (3) miles of each other

**Travel Between Service Locations.**

Travel time between service locations within three (3) miles shall be considered part of the continuous Service and shall be billable.

Travel exceeding three (3) miles between service locations may be tracked separately and billed as a travel fee, service fee, or adjusted pricing as disclosed in the Service Agreement, but shall not be classified as overtime solely due to travel distance.

Travel to and from Room2Room Movers' warehouse, operational base, or storage facility is generally not billed for standard College Move & Store Services unless expressly disclosed in the Service Agreement.

**Additional or Changed Service Locations**

Client acknowledges and agrees that the addition of any new pickup location, delivery location, stop, or change in service address after booking constitutes a material modification to the scope of Services.

Room2Room Movers reserves the right to assess additional charges resulting from such modifications, including but not limited to additional travel time, distance-based travel fees, labor time, fuel costs, equipment use, service delays, routing adjustments, or operational costs.

Client agrees that such additional charges are reasonable, necessary, and authorized when Client or any Authorized Representative requests or causes a change in service location.

Client further agrees that Room2Room Movers shall have no obligation to provide advance cost estimates for such changes and may assess charges based on actual time, distance, and operational impact.

Such charges shall be fully enforceable and payable in accordance with the Payment Authorization provisions of this Agreement.

**Delays and Conditions Beyond Company Control.**

Billable time includes delays caused by conditions outside Company control, including but not limited to:

- Client not being fully packed or prepared
- Additional or undisclosed items
- Access limitations, elevators, stairs, parking restrictions, or building delays
- Waiting for instructions from Client or Authorized Representative
- Changes requested during Services
- Safety precautions reasonably required by personnel

Such time constitutes Services rendered and shall be billable.

**Authorized Representative Authorization of Time and Scope.**

Client expressly authorizes Room2Room Movers personnel to rely on the instructions of any Authorized Representative present at or associated with the service location.

Client agrees that any instruction by Client or Authorized Representative to continue Services, extend duration, add items, modify scope, or otherwise direct Services constitutes authorization for additional billable time and charges.

Client further authorizes Room2Room Movers personnel to complete Services in their reasonable professional discretion when Client or Authorized Representative is not present, based on:

- The Service Agreement
- Prior instructions
- Operational requirements
- Safety considerations

Client accepts full responsibility for all resulting billable time, Services performed, items handled or not handled, and resulting charges.

**Estimates Are Non-Binding.**

Any estimated Service duration provided prior to or during Services is an estimate only and is not a guarantee of actual Service time or total charges.

Actual Service time may vary based on scope, preparation, access, safety requirements, and conditions encountered.

Client agrees to pay for all actual time incurred.

**Per-Minute Billing.**

Billing is calculated on a per-minute basis for actual time worked. Minimum billing requirements, where applicable, are determined by service type and disclosed at the time of booking or in the Service Agreement.

**Client Responsibility for Payment.**

Client agrees to pay for all time incurred from arrival at the first service location through departure from the final service location, including all authorized scope changes, delays, and extensions as described herein.

Final billing shall be processed in accordance with the Payment Authorization provisions of this Agreement.

**Tips and Gratuity.**

Tips or gratuities shall only be charged when explicitly authorized by Client or Authorized Representative.

**UNDISCLOSED ITEMS AND SCOPE MODIFICATION LIABILITY  
WAIVER**

Client acknowledges and agrees that Room2Room Movers' Services, pricing, labor allocation, and handling procedures are based solely on the information provided by Client prior to booking.

Room2Room Movers shall have no liability for loss of or damage to any item that was not disclosed, identified, or included in the original Service Agreement prior to the commencement of Services.

If Client or any Authorized Representative requests that Room2Room Movers transport, handle, store, or otherwise provide Services for any additional, undisclosed, or scope-added item during the course of Services, such items shall be handled at Client's sole risk.

Client expressly agrees that Room2Room Movers shall not be liable for any loss of or damage to undisclosed or scope-added items, including but not limited to items:

- Not included in the original booking, estimate, or inventory
- Added during the service
- Presented after Services have commenced
- Improperly packed or unprepared
- Handled at the direction of Client or Authorized Representative

Client acknowledges that Room2Room Movers may not have adequate opportunity to properly assess, prepare, protect, or allocate appropriate equipment or labor for undisclosed or scope-added items.

Client assumes all risk of loss or damage for such items.

This waiver applies regardless of whether additional charges are assessed for such items.

## **EXCLUSION OF UNDISCLOSED OR SCOPE-ADDED ITEMS FROM LIABILITY COVERAGE AND CLAIMS ELIGIBILITY**

Client acknowledges and agrees that Room2Room Movers' valuation coverage, claims eligibility, and liability protections apply only to items disclosed, identified, and included in the original Service Agreement prior to the commencement of Services.

Any item that is not disclosed prior to booking, not included in the original Service Agreement, or added during the course of Services at the request or direction of Client or any Authorized Representative ("Scope-Added Items") shall be excluded from all valuation coverage, claims eligibility, and liability protection.

Room2Room Movers shall have no obligation to provide valuation coverage, damage protection, reimbursement, or claims processing for Scope-Added Items.

Client expressly assumes all risk of loss or damage for Scope-Added Items, regardless of whether Room2Room Movers agrees to transport, handle, or store such items, and regardless of whether additional charges are assessed.

Client acknowledges that Scope-Added Items may not receive the same preparation, handling, equipment allocation, or protection as items disclosed in advance, and agrees that Room2Room Movers shall have no liability arising from the handling of such items.

This exclusion applies regardless of cause, except where prohibited by applicable law.

## **PROHIBITED ITEMS**

To ensure the safety of the storage team, facility, and its contents, Room2Room is unable to move or store certain items.

These items include, but are not limited to:

- hazardous materials, explosives, volatile or flammable substances, toxic chemicals, fuels; perishables;
- items that may spoil, contain/attract pests, or produce odors; living beings, such as animals, insects, plants, or humans (alive or otherwise);
- illegal or stolen items, like contraband, narcotics, or property of questionable ownership;

- weapons or firearms; items producing strong odors or nuisances; garbage or waste;
- machinery containing fluids like fuel or oil that may compromise the safety of the facility, team, and contents.
- Personal electronic devices
- Cash or valuables

Client expressly agrees that Room2Room is not liable for loss of, damage to, or disposal of prohibited items.

Client assumes all liability for prohibited items stored in violation with these terms and conditions.

## **INSPECTION RIGHTS**

Room2Room reserves the right, but is not obligated, to inspect any container, box, or item tendered for storage or transport to ensure compliance with this Agreement.

Inspection may occur:

- Before transport
- During transport
- During storage
- Upon removal from storage

Room2Room is not obligated to discover prohibited items and shall not be liable for failing to inspect.

## **SHIP & STORE RECEIPT, CUSTODY, AND CONDITION DISCLAIMER**

Client acknowledges and agrees that Room2Room Movers LLC ("Room2Room") may receive, accept, handle, store, assemble, transport, and deliver items shipped by third-party carriers, retailers, manufacturers, or other third parties as part of Ship & Store Services.

Custody and responsibility of Room2Room begin only upon physical receipt of the item at Room2Room's designated facility and end upon delivery to Client, Client's Authorized Representative, or Client's designated delivery location.

Room2Room shall not be liable for any loss, damage, defect, or condition that occurred prior to Room2Room's physical receipt of the item, including but not limited to damage caused by:

- Shipping carriers
- Retailers
- Manufacturers
- Freight handlers

- Third-party delivery services
- Improper packaging
- Concealed manufacturing defects
- Transit conditions beyond Room2Room's control

Client acknowledges that Room2Room is not the shipper, carrier, manufacturer, or seller of such items and assumes no liability for damage occurring prior to Room2Room's acceptance of custody.

### **Condition Upon Receipt and Limited Inspection**

Client acknowledges and agrees that Room2Room is not obligated to open, inspect, or verify the contents or internal condition of any sealed package, box, or container received.

Room2Room may, but is not required to, perform a visual inspection of the exterior packaging at the time of receipt.

If exterior packaging appears intact and undamaged, Room2Room shall be entitled to reasonably rely on the apparent external condition of the packaging as evidence that the item was received in acceptable condition.

Room2Room shall not be liable for concealed damage, internal damage, manufacturer defects, or pre-existing damage not visible upon reasonable external inspection at the time of receipt.

Failure of Room2Room to conduct an inspection shall not create any presumption of liability.

### **Third-Party Shipment Damage**

Client acknowledges and agrees that all items shipped to Room2Room from third parties are transported at Client's sole risk prior to Room2Room's acceptance of custody.

Client agrees that any claims for damage occurring during shipping must be made directly against the shipping carrier, retailer, manufacturer, or other responsible third party.

Room2Room shall have no obligation to pursue claims against third-party carriers or vendors on Client's behalf.

### **Assembly and Packaging Removal Disclaimer**

If Client requests assembly, unboxing, packaging removal, or disposal services, Client acknowledges and agrees that:

- Assembly is performed based on manufacturer instructions or reasonable professional judgment
- Room2Room shall not be liable for manufacturer defects, structural

weaknesses, or hidden damage discovered during assembly

- Removal or disposal of packaging eliminates the ability to verify shipping condition, and Client assumes risk associated with concealed damage discovered after packaging removal.

### **Presumption of Proper Condition Upon Receipt**

Unless visibly damaged exterior packaging is documented by Room2Room at the time of receipt, all items shall be presumed to have been received in acceptable external condition.

Client bears the burden of proving, through clear and convincing evidence, that damage occurred while the item was in Room2Room's exclusive custody and control.

Room2Room shall not be liable for damage that may have occurred prior to receipt, during third-party shipping, or after delivery to Client.

### **Limitation of Liability for Ship & Store Items**

All Ship & Store Services are subject to the Limitation of Liability, Claims Procedures, and Valuation provisions set forth in this Agreement.

Room2Room's liability, if any, shall not exceed the amounts expressly permitted under this Agreement.

## **RIGHT TO REFUSE, REMOVE, OR DISPOSE OF PROHIBITED ITEMS**

If Room2Room determines, in its sole discretion, that any item is unsafe, hazardous, prohibited, illegal, or in violation of this Agreement, Room2Room may:

- Refuse to transport or store the item
- Remove the item from storage
- Isolate the item
- Dispose of the item
- Transfer the item to appropriate authorities

without prior notice to Client.

Client agrees to be fully responsible for all costs associated with removal, handling, disposal, remediation, legal compliance, or damages resulting from prohibited items.

Room2Room shall have no liability for disposal or removal of prohibited items performed in good faith.

## **CLIENT LIABILITY AND INDEMNIFICATION**

Client assumes full responsibility and liability for any prohibited items tendered for transport or storage, whether intentionally or unintentionally.

Client agrees to indemnify, defend, and hold harmless Room2Room Movers LLC, its owners, employees, contractors, agents, and affiliates from any and all claims, damages, losses, fines, penalties, cleanup costs, legal fees, or liabilities arising from prohibited items.

## **STORAGE PAYMENT TERMS, ABANDONMENT, AND LIEN RIGHTS**

Client is solely responsible for timely payment of all storage and service fees.

Accounts with unpaid balances exceeding thirty (30) days shall be deemed delinquent.

Accounts delinquent for more than thirty (30) days may be declared abandoned at Room2Room's sole discretion.

Upon abandonment, Room2Room shall have the right to:

- Take possession of stored property
- Sell property at public or private sale
- Dispose of property
- Apply proceeds to outstanding balances

Client waives any claim to abandoned property.

Client remains liable for any deficiency balance remaining after sale or disposal.

Room2Room Movers shall have a contractual and statutory lien on all stored property for unpaid charges, and may enforce such lien in accordance with applicable law, including sale or disposal of property to recover unpaid balances.

Room2Room shall not be liable for any loss resulting from lawful enforcement of storage lien rights.

Enforcement of lien rights shall be conducted in accordance with applicable law.

Declaration of abandonment shall be made in accordance with applicable law.

## **NO LIABILITY FOR PROHIBITED OR ABANDONED ITEMS**

Room2Room shall have no liability whatsoever for loss, damage, or disposal of:

- Prohibited items
- Improperly declared items

- Abandoned items
- Illegal items

whether discovered before, during, or after storage.

Client assumes all risk for prohibited items stored.

### **UNBOXED TELEVISION LIABILITY WAIVER**

Company may transport unboxed televisions at Client request.

Client assumes full liability for unboxed television damage.

Company bears no liability.

### **ATTIC SPACE LIABILITY DISCLAIMER**

Client assumes all risk for attic-related moves. Room2Room may refuse unsafe attic service. Room2Room is not liable for structural damage or pre-existing conditions.

### **INDEPENDENT CONTRACTOR PROVISION**

Company utilizes independent contractors.

Company is not liable for independent contractor actions beyond contractual scope except as required by applicable law.

Client agrees independent contractors are authorized service providers.

Independent contractors are not employees of Room2Room Movers, and Room2Room Movers shall not be liable for acts outside the scope of Services authorized by this Agreement.

### **LIMITATION OF LIABILITY**

Client acknowledges that all Services are performed under a limited valuation framework, and that unless otherwise agreed in writing, Company liability is limited as set forth in this Agreement. Client expressly agrees to these limitations as a material condition of Service.

To the fullest extent permitted by law, Company liability shall not exceed the amount paid for Services.

Company shall not be liable for loss of use, loss of business, emotional distress, or any indirect or consequential damages.

Company is not liable for:

- Cosmetic damage
- Improper packing
- Pre-existing damage

This limitation applies regardless of whether claims are based on contract, tort, negligence, or any other legal theory.

This limitation shall apply to the fullest extent permitted by applicable law.

Nothing in this Agreement shall be construed to limit liability for gross negligence or willful misconduct where such limitation is prohibited by applicable law.

## **DAMAGE LIABILITY AND CLAIM PROCEDURE**

Claims must be reported before movers depart or within a reasonable period thereafter not to exceed twenty-four (24) hours. Claims will be processed after final payment is received. Room2Room is not liable for minor cosmetic wear, improper packing, prohibited items, or pre-existing damage.

Client must be ready to provide the following documentation to file a claim:

- Photos of the item(s)
- Receipt and Proof of Purchase (including purchase date, place of purchase, and purchase price)
- Weight of the Item(s)
- Additional information as requested.

Claims are settled at actual cash value at time of loss.

Claims are processed only after full payment is received.

Failure to report within the time required herein constitutes waiver.

## **PAYMENT DISPUTES, CHARGEBACKS, AND WAIVER OF CLAIMS**

Full payment is a condition precedent to asserting any claim. Initiating a chargeback or payment dispute constitutes material breach and permanently waives all claims including damage, loss, delays, or service dissatisfaction to the fullest extent permitted by applicable law.

Room2Room may suspend claim review and pursue recovery of balances, administrative costs, and legal fees where permitted by law.

Client accepts responsibility for all reasonable costs of collection, including attorney fees, court costs, and administrative costs, to the fullest extent permitted by law.

## **CANCELLATION AND RESCHEDULING POLICY**

Client acknowledges and agrees that Room2Room Movers allocates personnel, equipment, scheduling capacity, and operational resources based on confirmed reservations. Cancellation and rescheduling policies are

necessary to compensate Room2Room Movers for lost scheduling opportunities, administrative costs, and reserved operational capacity.

All cancellation and rescheduling requests must be submitted in writing via email, text message, online portal, or other verifiable communication method.

### **Risk-Free Cancellation Period**

For moving services booked more than seventy-two (72) hours in advance, Client may cancel within twenty-four (24) hours of booking ("Risk-Free Cancellation Period") and receive a full refund of the Deposit, excluding any non-refundable online booking fees or third-party processing fees.

The Risk-Free Cancellation Period does not apply to Services booked within seventy-two (72) hours of the scheduled service time.

Online booking fees, administrative fees, and third-party processing fees are non-refundable under all circumstances.

### **Cancellation Policy — Services Not Including Storage**

For Services not including storage:

- **More than 72 hours prior to scheduled service:**  
Client is eligible for a full refund of amounts paid, excluding non-refundable booking or processing fees.
- **Between 72 hours and 24 hours prior to scheduled service:**  
Client may elect either:
  - A refund of up to seventy-five percent (75%) of amounts paid; or
  - A Move Credit equal to up to ninety percent (90%) of amounts paid.
- **Less than 24 hours prior to scheduled service:**  
All payments, including Deposits, shall be non-refundable.

### **Cancellation Policy — Storage Services**

For Services that include storage:

- **More than 21 days prior to scheduled pickup:**  
Client is eligible for a full refund, excluding non-refundable booking or processing fees.
- **Between 8 and 21 days prior to scheduled pickup:**  
Client may elect either:
  - A refund of up to sixty percent (60%) of amounts paid; or
  - A Move Credit equal to up to seventy-five percent (75%) of amounts paid.

- **Less than 8 days prior to scheduled pickup:**

All payments, including Deposits, shall be non-refundable and no Move Credit shall be issued.

### **Rescheduling Policy**

Client may request to reschedule Services subject to the following conditions:

- **More than 72 hours prior to scheduled service:**

Client may reschedule one (1) time without penalty. Deposits and payments shall transfer to the new service date.

- **Between 72 hours and 24 hours prior to scheduled service:**

A rescheduling fee may apply.

- **Less than 24 hours prior to scheduled service:**

Rescheduling and convenience fees may apply.

Rescheduled Services may not be eligible for refunds or Move Credit.

Client acknowledges that pricing for rescheduled Services may vary based on availability, demand, service conditions, or operational factors. Any price difference shall not be considered a rescheduling fee and shall be payable by Client where applicable.

### **No-Show, Failure to Provide Access, or Failure to Be Prepared**

If Client or Authorized Representative:

- Is not present,
- Fails to provide access,
- Is not prepared for Service,
- Prevents or delays performance of Services, or
- Otherwise causes Service to be canceled or delayed,

Room2Room Movers reserves the right to treat such circumstances as a cancellation occurring less than twenty-four (24) hours prior to service.

All applicable cancellation fees, forfeitures, and charges shall apply.

### **Deposits, Fees, and Move Credits**

Deposits and payments subject to forfeiture under this Agreement represent reasonable compensation for:

- Reserved labor and scheduling capacity
- Lost booking opportunities
- Administrative and operational costs

- Resource allocation

Move Credits issued under this Agreement:

- Have no cash value
- Are non-transferable without Company approval
- May be subject to expiration or usage conditions
- May be applied only toward future Services

### **Interaction with Payment Disputes and Chargebacks**

Client acknowledges and agrees that this Cancellation and Rescheduling Policy is an integral part of the Service Agreement.

Initiating a chargeback, payment reversal, or dispute in violation of this policy constitutes a material breach of this Agreement and shall be governed by the Payment Disputes, Chargebacks, and Waiver of Claims provisions set forth herein.

### **SMS AND COMMUNICATION CONSENT**

Client consents to receive transactional and marketing communications via email and SMS. Clients may opt out by replying STOP to SMS messages or unsubscribing via email.

### **FORCE MAJEURE**

Company is not liable for delays caused by:

- Weather
- Traffic
- Government action
- Mechanical failure
- Events beyond control

### **GOVERNING LAW AND VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to conflict of law principles.

Any dispute, claim, or legal proceeding shall be brought exclusively in the state courts located in Lee County, Alabama. Client consents to jurisdiction and waives objections to venue.

### **ENTIRE AGREEMENT AND ACKNOWLEDGMENT**

By booking or accepting services, Client acknowledges acceptance of these Terms in full. These Terms constitute the entire agreement between Client and Room2Room Movers.

No verbal statements modify this Agreement.

**SEVERABILITY**

If any provision is invalid, remaining provisions remain enforceable.

**SURVIVAL**

All liability, payment, venue, and dispute provisions survive termination.