**Eric Moves Everything**

**Moving Contract**

This Contract for Services is made effective as of \_\_\_\_\_-\_\_\_\_\_-20\_\_, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“**CLIENT**”) of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and Eric Moves Everything ("**EME**") of Torrance, California. (Client, City, State)

**1. DESCRIPTION OF SERVICES.** Beginning on the date outlined below, **EME** will provide to **CLIENT** the following moving services (collectively, the "Services"):

The Movers will transport items documented in the proposal from Point A to Point B. Movers have agreed to disassemble all furniture as required to transport and reassemble at the final destination.

The property will be moved from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. (City, State, Date)

**2. SCOPE OF SERVICES.** a. The Service Provider shall review the items to be relocated. Then the Service Provider shall take the inventory of all the items and shall provide a copy of the inventory to the Service Recipient prior to transporting the items to the new location. Service Provider shall wrap the items with care.

b. In order to avoid damage caused to the items when loading the vehicle, the weight of the load should be evenly distributed so as to avoid crushing of lighter items by the heavier items.

c. The Service provider shall give due care while unloading the items at the destination to avoid any damage to the items.

**3. PAYMENT.** Payment shall be made to **Eric Nielsen** of Eric Moves Everything, Torrance, California.

**CLIENT** agrees to pay EME as follows:

50% upon contract acceptance and the balance immediately upon completion of the move.

If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 12 percent per year, or the maximum percentage allowed under applicable laws, whichever is less. **CLIENT** shall pay all costs of collection, including without limitation, reasonable attorney fees.

In addition to any other right or remedy provided by law, if **CLIENT** fails to pay for the Services when due, **EME** has the option to treat such failure to pay as a material breach of this Contract and may cancel this Contract and/or seek legal remedies.

**4. TERM.** This Contract will terminate automatically upon completion by **EME** of the Services required by this Contract.

**5. CONFIDENTIALITY.** **EME**, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of EME, or divulge, disclose, or communicate in any manner, any information that is proprietary to **CLIENT**. **EME** and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

**6. WARRANTY.** **EME** shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in **EME**'s community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to **EME** on similar projects.

**7. DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:

 a. The failure to make a required payment when due.

 b. The insolvency or bankruptcy of either party.

 c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.

 d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

**8.** **REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 5 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

**9. FORCE MAJEURE.** If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**10. ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

**11. SEVERABILITY.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**12. AMENDMENT.** This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**13. GOVERNING LAW.** This Contract shall be construed in accordance with the laws of the State of California.

**14. NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

**15. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

**16. SIGNATORIES.** This Agreement shall be signed on behalf of the named **CLIENT** and on behalf of **EME** by **Eric Nielsen** and shall be effective as of the date first written above.

**Service Recipient:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Service Provider:**

Eric Moves Everything

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Eric Nielsen