



**TWO MARINES  
MOVING**

# LIMITATION OF COMPANY'S LIABILITY

**Limitation of Company's Liability:** Two Marines Moving's (TMM or Company) liability for damages for loss or theft of or damage to the property covered by this Agreement is limited to 60 cents per pound per article or \$1,200 for all property in the Container ("Declared Value"). Customer may on written request of Company, at the time of signing increase the protection to FULL VALUATION of the property in the container to a maximum of \$5,000. Company's liability limit shall increase to such increased Declared Value upon payment of the increased storage charges associated with the increase declared value. Company will not be liable for any loss or theft of or damage to the property for which customer does not deliver a written claim to Company within sixty (60) days after customer first becomes aware thereof. No suit may be commenced

against Company for any such loss, theft or damage more than one hundred twenty (120) days after customer first becomes aware thereof. Company reserves the right to not take delivery of a container that it believes: (1) exceeds the maximum weight limit of 2,000 pounds; or (2) contains prohibited property.

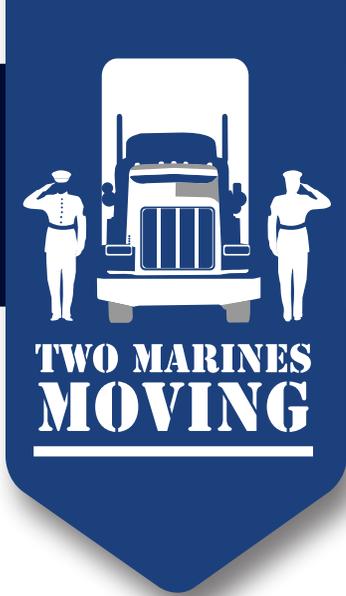
**Right of Repossession:** Upon default, Company reserves the right, without prior notice, to the repossession to the Container and all Property stored therein. Customer acknowledges by this Agreement its prior consent to entry by Company and its agents to the Customer's property for the purpose of said repossession without the need for court order. Customer hereby waives claims for trespass and/or conversion arising from the repossession of the Container.

**Storage:** Two Marines Moving will store the vaults at our warehouse facility. You agree that Two Marines Moving shall have the right and authority to store the vaults at our warehouse. You shall have access to the storage boxes only during specified hours after giving advance notice to Two Marines Moving.

**Payment, Rent and Other Charges:** To rent storage, you must provide to Two Marines Moving your name, billing address, designated delivery address, e mail address (if any) and credit card or check card charge authorization information for the payment method that you provide for payment of the periodic Rental Fee (hereinafter referred to as your "Payment Method"). By renting a storage from TMM and by accepting the benefits of such a rental arrangement, you agree that as a condition of your continued use and rental you authorize Two Marines Moving to charge your Payment Method the periodic Rental Fee, plus applicable taxes and fees, on each periodic anniversary date, until the Agreement is canceled as herein provided. The initial periodic Rental Fee is due at the time of entering into the Agreement. You will not be provided with copies of charge slips evidencing the recurring charges of the applicable periodic Rental Fee. If your credit card is declined, expires, or is otherwise inactive on the due date, your account will be assessed a \$20 administrative fee for that period which You will be liable for in addition to all other fees under this agreement. TMM charges a full month in advance on the first day of storage. The company has a one month minimum. The customer's card will be ran on a recurring monthly basis the 1st of every month. The computer system will prorate any days paid in advance on the first of the month. Each subsequent month will be billed in full on the 1st. Upon final delivery, a credit/ adjustment will be made based on the number of days actually utilized on a pro-rated basis.

**Prohibited Items:** You are strictly prohibited from storing or using materials in the storage volt(s) classified as hazardous or toxic under any local, state or federal law regulation, and from engaging in any activity which produces such materials. In addition, prohibited items include, but are not limited to, the following: food or perishable goods, acid, gasoline, poisons, charcoal, fertilizer, paints, stains, matches, lighter fluid, nail polish and remover, ammunition, firearms (loaded or unloaded), fireworks, pool chemicals, motor oil, batteries, ammonia, propane tanks, cleaning fluid; any hazardous, toxic, radioactive, explosive incendiary or highly flammable or combustible materials or items; any materials classified as class IV commodities or high hazard commodities under the Uniform Fire Code Act; any aerosol can or products contained in high pressure cans; any type of fire starter, any gas or liquid fuel; any material that is hazardous, flammable or combustible; any type of perishable stock or food, live plants or living or dead organisms; any highly valued items including money, securities, and highly sentimental items whose value is not easily determined and cannot be replaced, or any controlled substance or item possession of which is in violation of law. Your obligation of indemnity, as set forth below, specifically includes any cost, expenses, fines or penalties imposed against TMM, arising out of storage, or use of any hazardous or toxic material by you, your agents, employees, invitees or guests. TMM may enter your property and the storage volt(s) at any time to remove and dispose of Prohibited Items.

**Default and Lien:** Property contained in a storage volt(s) by You shall be subject to a lien if periodic Rental Fee payments are delinquent, without limiting the right of TMM to conclude that excessive non-payments by you and failure to communicate any alternative payment method shall be deemed as abandonment by you. In addition to any liens and remedies provided by applicable state law to secure and collect rent, you hereby grant to TMM a lien upon all property, now or at any time hereafter stored in the storage volt(s), to secure the payment of all rents or other charges payable under this agreement. In the event You are in default of this agreement, Two Marines Moving may begin the enforcement of its lien including denying you access to storage volt(s) and all your property stored in the storage volt(s) in accordance with the laws of Virginia when TMM commences the enforcement of its lien. If after 45 days of non-payment You have not made alternate payment arrangements and no form of payment has been received by TMM, TMM will assume ownership of contents in the storage volt(s). TMM will dispose of contents by public sale or they will otherwise be disposed of at TMM's facility or nearest suitable location to satisfy the applicable lien law. Two weeks before any such sale, TMM will serve final notice to you, which will include TMM's intentions. You agree to provide TMM with an alternate contact, where in such instances TMM cannot reach you, the alternative contact may be sent a notice on your behalf.



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**Military Status:** Two Marines Moving requires You to inform TMM in writing if You or any member of your family is an active member in any branch of the U.S. Military. This information will be used to determine the applicability of the Servicemembers Civil Relief Act (SCRA).

**Attorney's Fees and Cost:** In the event any action is instituted to enforce any covenant herein contained or to recover any rent due or to recover possession of the storage vault(s) for any default or breach by You, You will pay TMM's attorneys' fees, costs, and expenses.

## Valuation Selection:

Customer's Signature	Date	Valuation Type	Furniture Coverage	Price
		<b>Good</b> (Basic Carrier Liability)	Limited to \$0.60 Per Pound up to \$1,200 per vault	Free
		<b>Best</b> (Full Valuation)	\$6.00 Per Pound up to \$10,000 per vault	\$9.00 per vault /monthly fee

**\*Note:** Full moving valuation must be purchased in addition to full storage valuation to be valid.

Item	Description	Monthly Price	Quantity	Subtotal
Container (each for the first two)	7' x 5' x 7.5'	<b>\$79 each</b>		
Pallet	8' x 4'	<b>\$45 each</b>		
Odd/Large Item	Item that won't fit in / on vault container or Pallet	<b>\$3 per sq ft.</b>		
Protective Blanket	1 high quality double stitched blanket	<b>\$1.75 each</b>		
Full Valuation (per container / pallet)	Full Valuation coverage up to \$12,000 per container	<b>\$9 each</b>		
			<b>Total Monthly Charges</b>	

## Customer Authorization:

I authorize Two Marines Moving to charge any card on file the above noted price on a recurring monthly basis. I understand the rental days are not prorated and will be processed on the anniversary date until my items are removed from storage.

Credit Card Type:  Visa  Mastercard  Discover  American Express

Credit Card #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Security Code: \_\_\_\_\_

Customer's Signature \_\_\_\_\_ Date: \_\_\_\_\_

For Crew Only:  Incoming Storage  Outgoing Storage