PBC Moving Business Permit Number MV956 Intrastate Mover of Household Goods Registration Number IM888 US DOT Number 2057796

**RATES AND TERMS OF SERVICE**

**Hours of Operation**

Vault’s receiving hours are Monday-Friday from 8:00am-4:00pm and is closed for lunch between 12-1 pm. Vault is not available to accept freight on the following holidays: New Year’s Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Eve, and Christmas Day. Vault reserves the right to close on normal business days with 24 hours prior notice to clients.

**Shipping to Vault – PLEASE SHIP ORDERS TO:**

**Vault Designer Logistics** Firm Name / Client Name / PO # 3716 Interstate Park Road North West Palm Beach, FL 33404 561-296-6222

**Receiving Policies and Rates – PLEASE READ CAREFULLY**

**Receiving fees are as follows:**

80 lbs or less $18.00 per item 80-120 lbs $23.00 per item 120 lbs + $28.00 per item Crate fee $25.00 per crate

Additional charges may apply for items over 200 lbs.

**All items are opened and inspected upon receipt whenever possible / permitted by the carrier. Vault reserves the right to keep an item in its original packaging if we deem that opening it fully for inspection will compromise the condition of the item. We photograph ONLY furniture items and artwork / mirrors upon receipt – the photographs are then uploaded to your *Virtual Vault* account. Accessories, Lamps, Hardwired Lighting, Bedding, Rugs / Carpets, Wallcovering, plastic wrapped cushions and the like are NOT photographed, due to their sometimes fragile nature and the manner in which they are packed. We do not open rugs or cushions/pillows that are individually wrapped. A copy of the Bill of Lading and/or Packing Slip will be uploaded for all orders whenever available to us. Please be advised that many manufacturers and shippers do not include a packing slip. Vault is not responsible for tracking or itemizing your orders in *Virtual Vault*.**

**Design Firm agrees to submit copies of all Purchase Orders to Vault. If POs are not on file with Vault, and your order arrives with no clear sidemarks, Vault is not responsible for the order not appearing in your Virtual Vault account. If an order is marked for your firm but not marked for any Job/Project, it will be entered into the Design Firm’s “Needs Side Mark” job listing – it is the Design Firm’s responsibility to notify Vault what Job/Project an item in the Needs Side Mark list should be reassigned to. If an order arrives with no clear indication of ownership, the order will be entered into our Master List of inventory, to which all Clients of Vault have access – Vault will require a copy of your Purchase Invoice before reassigning any item from the Master List to any Design Firm, to prove ownership. Vault does a reasonable amount of research for orders that arrive with no sidemarks, but is not responsible for your vendors or shippers lacking the proper documentation.**

**Damages found at the time of receipt and inspection will be noted on the carrier’s bill of lading (when possible) and photographs will be taken. Please note that some carriers do not allow notations of damage on their bill of lading. This does not hold Vault responsible or liable for any damage or defect found. Vault reserves the right to refuse an order it deems “beyond repair.” Freight claims are between the designer, the freight company, and the manufacturer. Vault can assist in providing photographs and necessary paperwork. If the freight company denies your claim, Vault is in no way responsible for the damage. Storage will be charged on the damaged piece after one month until it is picked up (please see the section on storage for more information). We inspect for freight damage and obvious manufacturing defects; however, we cannot be held responsible for inferior workmanship not readily apparent or obvious at the time of receipt. Vault is in no way responsible for concealed damage found after opening and inspecting, whether freight-related or manufacturer defect.**

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**Storage Policies and Rates**

Storage charges are on a per-piece basis. The monthly storage charge of an item is equal to the receiving charge of that item (please refer to the section on Receiving). The remainder of the calendar month in which an item is received is free. Storage charges will begin on the first of the month following receipt of said item. **Storage charges are not prorated and are not refundable.**

**Deliveries, Setups, and General Labor**

All service billings are based upon an eight-hour day. Any work performed which exceeds eight hours in one day, or any work performed on weekends, will be charged at our overtime rate of one-and-one-half our regular published rates. Billing is to the closest quarter-hour. Service rates apply to pickup or delivery cancellations within a 24-hour period of pickup or delivery, or non- acceptance of merchandise by customers. A Waiver may be required for activities which fall outside the normal delivery process (ex: hoisting).

**Service rates are as follows:**

1-man crew $95.00 per hour 2-man crew $125.00 per hour Each additional man $62.50 per hour

• A fuel surcharge may be applied for jobs outside of Palm Beach County.

• Minimum charge per delivery is $125.00.

**Installation of Artwork, Mirrors, Etc.**

**Service rates are as follows:**

1-man installation $95.00 per hour 2-man installation $125.00 per hour

• A fuel surcharge may be applied for jobs outside of Palm Beach County.

• Minimum charge per installation is $125.00.

• Installations which require additional labor or materials will be billed for accordingly, based on the circumstances (ie: scaffolding rental, security hardware, etc.).

Vault Designer Logistics is not responsible for inferior workmanship of any item to be hung, or for any surface to be hung on, or for pipes, plumbing, or electrical conduits behind walls. We have the right to refuse any hangings we deem unsafe. Vault Designer Logistics is responsible for its own negligence only.

**Manufacturer Returns**

Boxing up items for return to the manufacturer for any reason (damage, exchange, etc.) will be charged under the general labor rate of $95.00 per hour. An additional amount will be billed for packing materials, if necessary. Designer will provide inventory ID number(s) of item(s) to be returned. Designer will provide Vault with all appropriate documentation for the return prior to carrier pickup (Return Authorization, Bill of Lading from carrier, shipping label, etc.). Designer will provide this information to Vault within an adequate time frame for Vault to box up the item(s) for pickup. All charges related to re-packaging of items for return must be paid in full prior to Vault’s release of item(s).

**Warehouse Pickups and Viewings**

If items are picked up by client or client’s representative prior to installation, the pulling and releasing fee will be a minimum of $25.00 per item or our hourly labor rate of $95.00, whichever is warranted, with a minimum charge of $25.00. **All pickups must be scheduled and confirmed with our office in advance.** We are unable to accommodate “unannounced” pickups, warehouse viewings, inventory staging, or inventory inspections.

Clients may come to our facility to view selected inventory. **This must be scheduled and confirmed with our office in advance.** Client may only view/enter our facility when accompanied by a representative from Vault, and at a time agreeable and must abide by Vault’s policies and rules when on Vault property – this is in the interest of safety and to abide by our liability policies. Client is responsible for any charges associated with handling items for viewing.

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**IMPORTANT – VAULT’S RECEIVING AND INSPECTION POLICY**

**Vault Designer Logistics has very specific receiving policies and it is important that each client understand them.**

**Any item received at our warehouse is inspected for freight/transportation damage such as broken legs, gouges, dents, tears, crushed corners, splits in wood, mold, mildew, and other signs of mishandling. These issues are documented and photographed, a quote to repair is generated, and all information is uploaded to your Virtual Vault account.**

**While inspecting for freight/transportation damage, we also check for obvious inconsistencies in manufacturing or quality issues. These manufacturing issues will also be documented, photographed, and uploaded to your Virtual Vault account. Vault, however, is not responsible for making a judgment call on what issue(s) would be acceptable to each designer. Since items are in part handmade and many are floor samples, estate pieces, and/or returns to be resold, it would be an impossible task to determine what one designer accepts and another would not, and therefore what action may be needed.**

**All manufacturing issues are between the designer and the manufacturer. Vault does not take responsibility for any manufacturing or quality issues.**

**All items where damages are noted are kept in their original packaging for possible inspection or return.**

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**GENERAL COVERAGE:** Vault Designer Logistics will maintain current vehicle insurance, general liability insurance, worker’s compensation insurance, and carrier’s liability valuation coverage. The maximum of Vault’s liability under our published rates is $2,500.00 per occurrence. Claims in excess of $2,500.00 will revert to our standard coverage of $0.60 per pound. Claims are submitted to our insurance company and handled according to their timeline. Vault will make every effort to expedite claims whenever possible. Vault realizes in many situations the value of property you consign to us may exceed the limits of Vault’s coverage. For that reason, it is the Client’s responsibility to insure against events where Vault is not liable. Most business and homeowners policies will already do this. Please check your policy to be sure you are covered to your desired extent. You also have the option of Additional Valuation.

**ADDITIONAL VALUATION:** Vault offers additional valuation coverage that will cover all items at the cost of $15.00 per $1,000.00 of coverage with a $500.00 deductible, unless otherwise agreed to in writing by Vault. Client must complete documentation required by Vault’s insurance carrier and submit payment for valuation charges before coverage may take effect.

**RECEIVING / INSPECTION LIMITS:** Vault opens and inspects each item received, when applicable and possible. However, it is impossible to catch every instance of manufacturing defects. Vault is not liable for manufacturing defects even if they are not noted at the time of the inspection process, and Vault is not responsible for repairing or replacing said item. In such a case, the receiving / inspection charge will be credited to the Client.

**DAMAGES AND REPAIRS:** Vault reserves the right to repair any damage caused by Vault’s negligence at its own discretion. No third party repair costs will be honored without a written estimate and Vault’s prior written agreement. Client acknowledges that they will not be able to recover the difference between the original value of a damaged item and the repair cost. If a damaged item is part of a set, Vault is not responsible for the value or replacement of the entire set. The total value of a set will be assessed and divided by the number of items in the set to determine the value of the damaged item. Depreciation will be taken into account in all cases. In the event that Vault agrees to replace an item: Vault is responsible for the Client’s cost of the item only (excluding mark-up); Vault does not compensate or cover shipping/handling charges; the cost of the item will be compensated to the Client by way of a credit on their account.

**PAYMENT:** Client acknowledges that Vault shall have a lien on all merchandise in its possession for all accrued and unpaid charges, including monies advanced to third parties on behalf of client. Merchandise held may be sold to pay delinquent charges and expenses of sale, after due notice to client and publication of the time and place of the sale as required by applicable law. No merchandise will be released from our warehouse until all charges are paid in full, unless otherwise agreed in writing by us. Vault does not accept third party payments for repairs, deliveries, or other services, unless previously agreed to in writing. Client is responsible for paying all charges relating to their firm’s projects and should handle reimbursement directly with their vendor.

**DEFAULT OF PAYMENT:** As authorized in FL. Stat. §§ 83.801 et seq. and any contractual liens, Occupant's personal property in or on the Premises will be subject to lien in favor of Vault for storage, labor, or other charges, and for expenses reasonably incurred in its sale, and may be sold by Vault to satisfy the lien of past due storage, fees and/or charges that remain unpaid. Prior to the lien sale, Vault will send Occupant a lien notice and advertise the lien sale in a local newspaper.

**ABANDONMENT OF PROPERTY:** Any personal property which shall remain in or on the Premises after 90 days of unpaid charges shall be considered abandoned at the option of Vault and, if abandoned, Vault may sell, destroy, or otherwise dispose of Occupant's property.

**Upon receipt of these terms and/or by the Client allowing Vault to perform services on their behalf, it will be acknowledged that the Client has accepted these terms and conditions and will be bound by them in lieu of a signature on the Acknowledgement Page. Vault retains the right to modify the terms and conditions contained herein with 30 days written notice to client. Any claim or controversy arising out of, or related to, business transacted between the Client and Vault pursuant to these terms and conditions, whether such claims be founded in tort or contract, shall be settled by arbitration under the rules of the American Arbitration Association in effect, with venue in Palm Beach County, Florida. The arbitrators may not vary any of the terms or conditions contained herein. All sales are final.**

**\*\*\* Please fill out and sign acknowledgement on next page \*\*\***

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**ACKNOWLEDGMENT OF RATES AND TERMS OF SERVICE**

***Thank you for choosing Vault!***

Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Principal/Owner Name (first and last): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Main Company Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Main Company Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Billing Email (if different from above): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Other Contact Names or Phone Numbers: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**We hereby affirm our receipt and understanding of these terms and conditions from**

**Vault Designer Logistics this \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020.**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Vault Designer Logistics** 3716 Interstate Park Road N West Palm Beach, FL 33404 561-296-6222 admin@vaultmovingandstorage.com

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