Terms & Conditions

(a) The company is not responsible for injury or damage to any fragile article (articles susceptible to breakage or crushing) unless such fragile items are both packed and unpacked by its employees and subject to the further conditions that such packing, unpacking, or other handling is performed in the negligent manner by the Company. The Company will not carry and/or be liable in any way for the loss, or damage to, currency, precious stones, documents, stamps, securities, species, silverware, jewelry, or any article of extraordinary value unless such article was specifically declared in writing, and unless the additional valuation charges are paid by the customer.
The Company shall not be charged with the knowledge of the contents of the containers or the condition thereof.
The Company shall be immediately notified of all claims for concealed and/or external damage in the original packaging
The Company liability shall not exceed the cost of repairing or replacing the property lost or damaged with materials of the like kind and quality not exceeding the actual cash value of the property at the time and place of loss with due allowance for depreciation or deterioration howsoever caused but in no event to exceed the released value set forth on the face hereof. The Carrier’s liability with regard to sets or matched pieces shall be limited to repair or replacement, whichever is less, of the lost or damaged pieces only, and shall not extend to repair or replacement or recovering the entire set, but in no event to exceed the released or declared value as indicated.
The Company shall not be liable for loss or damage occurring after the property has been delivered to or receipted for by the consignee or shipper or the authorized agent of either. When the Company is directed to unload or to deliver property (or render any services) at a place or places at which the Customer or its agents is not present the property shall be at the risk of the Customer after unloading or delivery.
Where the Company is directed to load property from (or render any services at) a place which the Customer or its agents is not present the property shall be at the risk of the Customer before loading.
The Company will not be liable for loss or damage caused by ordinary wear and tear, leakage, mold, mildew, termites, rodents, vermin, moths, and other insects, rust, fumigation, heat, change in temperature, or other atmospheric conditions, natural deterioration, inherent vice or defect of the property, or damage to particle board, or for loss, damage, or delay contributed to or caused by the act or omissions of the Customer or by acts of war, terrorism, insurrection, nuclear fusion, strikes, labor disturbances, fire, riots, or by any acts of God, or any cause beyond the Company’s control.
The Company is not responsible for the mechanical or electrical malfunction of or any article such as, but not limited to, computers and computer equipment, piano, radio, television set, VCR, DVD, barometer, refrigerator, clock, air conditioner, or other instrument or appliance whether or not such articles are packed or unpacked by the Company, and such articles are not covered under valuation coverage
(b) Should the Customer not declare a specified value and not pay the additional valuation charge thereon then the customer hereby agrees to the Company’s limited responsibility as specified above in section 1 (a) and as further set forth below in the subdivision (b).
Where the shipment has been released to the Company at a value not exceeding $.60 per pound per article as per declaration of value on the face hereof agreed that said property be moved packed, shipped, forwarded, or otherwise handled with the Company’s liability specifically limited to $.60 per pound per article. All of the said services specified herein in excess of the Company’s liability are assumed totally by the Customer and said services over and above the Company’s liabilities are solely Customer’s responsibility with respect to any damage, loss, or delay for any reason whatsoever.
(c) Where the shipment has been released to the company at a value in excess of $.60 per pound per article as per declaration of value on the face hereof and in consideration of the additional charge for such valuation scheduled thereon it is agreed that the Company will be responsible for all loss and damage to the Customer’s property, except as otherwise provided in Section 1) subject to the limitation above. In the event of loss or damage for which the company has assumed liability as herein provided, the Company will pay the Customers for actual cash value of the property at the time of loss or damage or the cost to repair the property or to replace it with material of like kind or quality whichever is less; and provided however that in no event shall the Company’s liability for all loss and damage to Customer’s property exceed in total the value specified by the Customer in written declaration of value on the face hereof.
Section 2 – Terms of Payment: The payments for services and other charges are due and payable before the Company relinquishes possession of your goods. Any charges not paid when due shall be subject to interest at the maximum rate allowable by laws of the State of Florida. It is agreed between the Company and the Customer that a deposit for services to be rendered specified on associated estimate or invoice from Company will be treated as liquidated damages and retained by the Company in the event the Customer cancels or breaches this contract for any reason whatsoever. Section 2 – Terms of Payment: The payments for services and other charges are due and payable before the Company relinquishes possession of your goods. Any charges not paid when due shall be subject to interest at the maximum rate allowable by laws of the State of Florida. It is agreed between the Company and the Customer that a deposit for services to be rendered specified on associated estimate or invoice from Company will be treated as liquidated damages and retained by the Company in the event the Customer cancels or breaches this contract for any reason whatsoever.
Section 3 – Ownership of Goods: The Customer has represented and warranted to the Company that he/she has lawful possession of, and legal right, interest, and authority to tender all of the property herein described, and that there are and will be no liens, mortgages, or encumbrances on said property superior or adverse to the legal right, interest, and authority of the Customer to contract for the services herein. If there be any claims or litigation concerning the Customer’s representations and warranties hereon, including claims of ownership and/or possession made by any third party regarding the property described herein, the Customer agrees to pay all storage and other charges, and further agrees to indemnify the Company for all costs, expenses, and attorney fees which the Company may reasonably incur or become liable to pay in connection therewith. The Company shall have a lien on all said property for all charges and for such costs and expenses.
The lien specified herein shall also cover legal expenses incurred in bringing or defending interpleaded action to determine the ownership and/or right of possession property specified in this Contract. The Company may, at its option, bring suit for reimbursement pursuant to the foregoing provisions without further foreclosing its lien.
Section 4 – Company’s Lien:
(a) It is agreed that the Company shall have a lien against any and all property lawfully withheld and not delivered to the Customer, and that said lien shall extend to the proceeds from the sale thereof for all charges noted herein, in the Florida Estimated Cost of Services and any Addendum
thereto, including without limitation claims or monies advanced, transportation, storage, interest, labor, and any and all other charges or expenses in relation to said property, as well as any and all other costs incurred to enforce the Company’s lien, such as those costs for notice, advertisement of sale; and the actual costs of sale, and/or the enforcement of the Company’s lien.
(b) All goods upon which the Company has a lien are subject to sale at public auction to satisfy any and all unpaid charges including interest herein above provided which charges are not paid when due plus the expense for preservation of the goods reasonably incurred in their sale after notice to the Customer and publication of the time and place of sale, as well as any legal expenses including reasonable attorney fees, which may be necessitated by said sale.
(c) The lien upon any and all property tendered with the Company shall also include unpaid charges and expenses pertaining to property previously tendered with the Company regardless of whether said property has been delivered by the Company.
(d)The parties agree that in any sale conducted to satisfy the Company lien all property which is subject to the lien shall be sold. Proceeds for sale in excess of charges secured by the lien plus the cost of preserving the goods and conducting the sale shall be remitted to the Customer.
(e) The Company may at its option bring suit for reimbursement pursuant to the foregoing provisions without first foreclosing upon lien.
(f) The Company shall have a further lien and may reserve other security interest in property which has been or will be tendered to it to secure repayment of monies and interest thereon advanced to a Customer or on Customer’s account.
(g) The Company shall be presumed to have acted in good faith and in a reasonable and commercially acceptable manner when or if its seeks to enforce its lien pursuant to the appropriate provisions of the Uniform Commercial Code as adopted in Florida, and/or relevant Statutes.
Section 5 – Services to Tendered Goods: Should the Company however in its sole discretion determine that moth treating, fumigation, or otherwise treating or handling all or any portion of the goods stored hereunder is necessary for the protection of the goods it may render such additional services and its charges therefore to the amount payable by the Customer hereunder.
Section 6 – Claims: Customer has a period of up to 60 days after delivery of household goods to notify the Company in writing of any claim, loss, or damage. If a claim cannot be resolved in the next 60 days the Company is required to provide a written explanation to the Customer of the status and reason for the delay. All claims must be resolved in 90 days.
Section 7 – Insurance – Benefits to Bailee: The Company or any party liable or account of loss or damage to any of the property tendered pursuant to the terms of this contract shall have the full benefit of any insurance that may have been affected upon or on account said property so far as this shall not avoid the policies or contracts of insurance, PROVIDED that the Company reimburse the claimant for the premium payment thereon.
Section 8 – Further Liability Restrictions: It is clearly understood that in undertaking the services specified herein the Company is not acting, and shall not be deemed to be acting, as a common carrier for any purpose whatsoever.
Section 9 – Harmful Items: Any party directly or indirectly tendering to the Company any explosives or dangerous goods without previous full written disclosure to the Company of their nature shall be liable for and indemnify the Company against all loss or damage caused by such goods, and such goods may be warehoused at the Customer’s sole risk and expense or destroyed without compensation.
Section 10 – Entire Agreement – Severability: This agreement represents the entire contract between the parties hereto and cannot be modified except in writing signed by the Customer and an officer of the Company and it shall be deemed to apply to all property of any nature or description which the Company may now or at any time in the future pack or ship for the Customer’s account. If any paragraph or portion thereof is found to be unenforceable for any reason, it shall not affect the remainder of the Contract then said contract shall be fully enforceable and shall govern the rights and responsibilities of the parties.
Section 11 – Any claim or controversy arising out of, or related to, business transacted between the Client and SDS 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.

**Vault Designer Logistics**
PBC Moving Business Permit MV956
Intrastate Move of Household Goods Registration Number IM888
US DOT Number 2057796

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