



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

Important information. Please read thoroughly!

## **RATES AND TERMS OF SERVICE**

### **Office Hours and Holidays**

Vault's main office hours are 8:00am-4:00pm, Monday through Friday. Vault is not open on weekends. Vault is not available to accept freight on the following holidays: New Year's Eve, 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**

**Vault has two locations, Palm Beach County and Broward County. You may ship to either location based on your needs. If your project is North of Delray, we recommend shipping to our Palm Beach location. If your project is located south of Delray, we recommend shipping to our Broward location.**

### **PLEASE SHIP ORDERS TO:**

#### ***Palm Beach***

#### **Vault Designer Logistics**

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

*Receiving Hours: 8am-4pm, Monday-Friday, closed 12-1pm for lunch*

#### ***Broward***

#### **Vault Designer Logistics**

Firm Name / Client Name/ PO #  
1724 Park Central Blvd North  
Pompano Beach, FL 33064  
954-597-6071

*Receiving Hours: 9am-3pm, Monday-Friday, with 24 hours' notice*

### **PLEASE REMIT ALL PAYMENTS TO:**

Vault Designer Logistics  
PO Box 10618  
Riviera Beach, FL 33419

**Important information about Vault's receiving and reporting process. Please read carefully.**

Items are opened and inspected upon receipt whenever possible and/or permitted by the carrier. Vault reserves the right to keep an item in its original packaging if we deem that opening it for full inspection will compromise the condition of the item (examples are hardwired light fixtures, crystal, glass, marble, stone, etc.). Upon receipt we photograph only furniture items, artwork, mirrors, lamps, and accessories – if doing so will not compromise their condition as noted above. The photographs are then uploaded to your *Virtual Vault* account. Hardwired lighting, bedding, rugs/carpets, wallcovering, plastic-wrapped cushions, and the like are **NOT** photographed. We do not open rugs, cushions/pillows that are individually wrapped, or crated light fixtures due to their fragile nature and the way they are packed. A copy of the Bill of Lading and/or Packing Slip will be uploaded for all orders whenever available to us. When none of these documents are present, a picture of the label will be uploaded. Please be advised that many manufacturers and shippers do not include a packing slip. *Virtual Vault* is provided for informational purposes only, and Vault is not responsible for tracking or itemizing your orders in *Virtual Vault*.

**Important:** 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 your 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.

**Important:** If an order arrives with no clear indication of design firm ownership, the order will be entered into our "Master List" of inventory, to which all Design Firms who are 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. Vault does not honor any claims on damaged items received with no sidemarks (ie: in the Master List).

*Virtual Vault* is offered as a courtesy to the Clients of Vault at no additional charge. Like all software, it may occasionally be unavailable or offline for routine maintenance or upgrades. During this down time if you require photos to be taken and emailed to you, a charge of \$25.00 per item will be assessed.

**Important information about freight damages vs manufacturing defects. Please read carefully.**

**Important:** Items received at our warehouse are 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, the box and/or packing material photographed, 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.

**Important:** Vault is not responsible for making a judgment call on what issue(s) would be acceptable to each designer. Since all items are in part handmade and many are floor samples, estate pieces, and/or resold it would be an impossible task to determine what one designer would accept 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.

**Important:** Vault is not liable or responsible 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.

## **Receiving Rates**

### **Receiving fees are as follows:**

80 lbs. or less	\$20.00 per item
80-120 lbs.	\$25.00 per item
120-200 lbs.	\$30.00 per item
Crate fee	\$35.00 per crate

Additional charges apply for items over 200 lbs.

## **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 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 half-hour. Travel time to and from our warehouse is charged. Service rates apply to pick up 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	\$135.00 per hour
Each additional man	\$67.50 per hour

- Minimum charge per delivery is \$135.00.
- A fuel surcharge will be applied for jobs outside of Palm Beach County.
- A waste disposal and recycling fee will be assessed per delivery, based on volume.

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

### **Service rates are as follows:**

1-man installation	\$95.00 per hour
2-man installation	\$135.00 per hour

- Minimum charge per installation is \$135.00.
- A fuel surcharge will be applied for jobs outside of Palm Beach County.
- Installations which require additional labor or materials will be billed for accordingly, based on the circumstances (ie: scaffolding rental, security hardware, additional labor, etc.).

## **Important information about art and mirror installations. Please read carefully.**

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. All hangings are at the sole risk of the client.

## **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 stagings, 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.

**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/approval. Any items noted as damaged during a delivery and it is determined to be Vault's responsibility must be returned to Vault the same day for repair – if item is not returned to Vault same day, Vault is no longer responsible for the repair of the item or any associated costs. Vault is not responsible for marble, granite, stone, glass, precast stone and the like that is not crated, and Vault will not transport such items without a waiver of release of liability if items are not crated. 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 – Vault does not issue checks or refunds.

**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.

**Important information about our Limits of Liability. Please read carefully.**

**Vault Designer Logistics maintains current vehicle insurance, general liability insurance, worker's compensation insurance, and carrier's cargo insurance. The maximum of Vault's liability *regardless of its own negligence* is \$2,500.00 per occurrence. 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 loss above that amount. Please check your policy and speak to an insurance professional to be sure you are covered to your desired extent.**

**ACKNOWLEDGMENT OF RATES AND TERMS OF SERVICE**

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.

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