

Local Muscle In-State Terms and Conditions

We require all customers to agree to and sign our terms and conditions upon arrival to your location, prior to starting your job.

What appears on the contract

Terms and conditions listed below apply under all valuation options. Please familiarize yourself with the following:

COVID-19: Signatory understands that during the COVID-19 outbreak, as a necessary business, Local Muscle will operate in full compliance with all Local, State, and Federal directives for operation. Local Muscle will not be in any way liable for any loss or other issue related to COVID-19. Any contract for service(s) with Local Muscle is undertaken at the sole risk of those in receipt of said service(s).

Signatory agrees that the valuation option selected for consigned goods extends only to consigned goods and not to buildings or grounds at service locations, and that Local Muscle may make reasonable repairs to damage(s) done to walls, floors, etc. at Local Muscle's discretion, either directly or through an agent. Signatory agrees that Local Muscle's contribution towards any remedy for this type of damage shall not exceed the "Grand Total" due to Local Muscle upon execution of this service agreement.

Signatory agrees that in order to be considered for repair, replacement, or reimbursement, claims for damages must be reported to Local Muscle no more than seven (7) days after the delivery date listed on this service agreement. This does not exclude any other restrictions or requirements for reporting damages to Local Muscle.

Signatory agrees that goods not confirmed in the final estimate for services are not guaranteed in any way by Local Muscle. Signatory agrees to hold harmless agents of Local Muscle and waives any claim to repair, replacement, or reimbursement for any damage to any such unlisted goods, regardless of whether or not they are handled by agents of Local Muscle.

Signatory agrees that Local Muscle shall not be liable for damages that occur as a result of a customer's acts or omissions. Signatory agrees that liability for any damages to goods in containers or wrapped items not prepared by Local Muscle will not be accepted unless there is inspectable evidence of damage done to the container or wrapped item at the time of delivery. Customers must specifically inform us of any hazards, previous damages, or conditions of delicacy to any and all items being handled in the process of the move. Customers must specifically inform an agent of Local Muscle of any working space hazards, previous damages or conditions of delicacy within the homes and/or spaces, in which agents of Local Muscle will work, that may elevate any possible risk of damage. Failure to do so is an act of omission.

In other words

The terms and conditions apply to all jobs, valuation or not. The customer agrees to be aware of these terms and conditions.

If there is a Covid-19 outbreak in our company, we'll likely have to cancel service. We will do everything in our power to reschedule and work with you.

Local Muscle is not responsible for the premises. *We offer compensation or repairs for the premises at our discretion. We can't pay out more than the grand total of the job.*

Customers have 7 days to make a claim after we deliver their goods.

If it's not on the inventory, under no circumstances can we offer compensation for damages or be held liable in any way. *Unlisted items are moved at our discretion and we can't possibly have prepared for their safety. It's very important to provide us with a complete inventory.*

Local Muscle cannot be at fault for unfavorable outcomes resulting from a customer not providing us with relevant information. *We can't be at fault for customer-packed boxes. Customers need to tell us about any particularly fragile items and anything dangerous or precarious at the job sites.*

Signatory agrees that estimates provided are based on hourly rates and are non-binding, Signatory understands that estimated charges for the fulfillment of this service agreement are a "best guess" based on experience, and do not comprise a quote. Signatory agrees that Local Muscle makes no guarantee that any "job" will be "complete" in a way that is not clearly specified by the services ordered.

Signatory warrants that circumstances involved with this service order are not different from any description or characterization provided to agents of Local Muscle during the estimation and booking process.

Signatory understands that Local Muscle reserves the right to not handle items for reasons including, but not limited to, safety, fatigue, sanitary risk, or financial risk. Signatory agrees that Local Muscle reserves the right to refuse or curtail service should factors in the environment of the work site(s), both within and beyond the customer's control, contribute to a hostile environment. A hostile environment for the purposes of this condition may include, but is not limited to, the perceived potential for violence, both verbal and physical, or other factors representing, in the view of agents of Local Muscle, an unacceptable risk or unreasonable hardship.

Signatory agrees to be present and reasonably available throughout completion of this service agreement. If absent or unreachable at any time during the execution of this service agreement, Signatory confers full authority to agents of Local Muscle to make any reasonable interpretation of the agreement during the time when Signatory is unreachable.

Signatory agrees that payment for all services as indicated in both final estimate and contract are due upon receipt of service, without exception. Signatory agrees that in the event of any grievance possibly attributable to agents of Local Muscle, any restitution shall be negotiated separately to this service agreement and will have no impact on whether full payment is due upon completion of services.

Signatory authorizes Local Muscle LLC to charge the full amount of any unpaid balance to the account used to place the initial deposit for services if due payment has not been rendered within 14 calendar days of the delivery date listed on this service agreement.

In the event that due payment has not been rendered in full within 45 calendar days of the delivery date listed on this service agreement, signatory agrees to periodic assessment of a late fee for non payment. This fee will be 20% of the outstanding balance due, or \$25.00, whichever is greater. This late fee shall be assessed monthly, beginning on the 45th day of delinquency.

By signing this document, the Signatory agrees to, and accepts full responsibility for, all terms and conditions listed herein, and for any additional terms and conditions of the final estimate for services pertaining to this contract that have been disclosed prior to receipt of service.

Providing estimates is an imperfect science. We aren't always right. The customer must agree to understand that their bill could be higher or lower than anticipated. We also must draw the line somewhere regarding scope of service. We can't be expected to set up wifi or install a gas range stove.

Customer agrees that the job is as they've described.

We reserve the right to not perform the service. This might be because it's too dangerous, unsanitary, or other unreasonable hardship.

The customer needs to be present with the crew during the move. They must also attend to the questions of the crew and provide reasonable directions. If they can't provide the crew with direction, then we are implicitly granted authority to exercise our own judgement. If customer cannot be present, an authorized representative must be appointed.

Damage claims don't negate the terms of this contract. Payment must still be rendered.

We can charge the payment method given to us for deposit if we don't receive reasonably timely payment.

After a month and a half of not paying, we may add a late fee every month. This will be \$25 or 20%, whichever is more.

As expected, signing this contract means the customer agrees to comply with it and accept any responsibilities or limitations outlined in it.