



## **MAC Logistics Relocation Agreement**

This agreement is made and entered into by MAC Logistics hereinafter referred to as “**MAC**” and “**Customer**” hereinafter referred to as “**Customer**” for relocation services to be performed on the agreed upon date(s) as stated in the move plan proposal.

### **CONFIDENTIALITY:**

Under no circumstances shall either party release any information concerning the operations, pricing, rates, specifications or any other information concerning this Agreement without the prior written consent of both parties.

### **RECITALS:**

MAC Logistics has provided a Time and Materials figure for “Customer” services as outlined in the move plan proposal (**not including Advice of Coverage options**). MAC Logistics charges for all labor, equipment, materials and related services necessary to perform the relocation. It is understood and agreed that the actual charges may differ from the estimated charges and Customer agrees to be responsible for payment of actual charges. Changes to your move date and/or move time within (1) business day of your scheduled move may incur a Change Fee. This fee will reimburse MAC Logistics for wages paid to its employees that have already accepted their work assignment per the Collective Bargaining Agreement with the Teamsters Union Local #705.

### **CERTIFICATE OF INSURANCE:**

MAC Logistics shall furnish copies of the certificates of insurance maintained in compliance with each Building Managements requirements prior to the commencement of the move date. The certificates shall contain a thirty (30) day prior notice of cancellation, termination or material change in coverage provision. MAC Logistics agrees to maintain during the term of this Agreement, at its expense, Worker’s Compensation Insurance coverage in compliance with applicable State of Illinois limits, Commercial General Liability Insurance which shall include a contractual liability endorsement covering MAC Logistics’ obligations, including, without limitation, its obligation to indemnify under this Agreement and Automobile Liability Insurance for all owned and hired vehicles.

### **INDEMNIFICATION:**

MAC Logistics shall indemnify, defend and hold Customer, its employees and agents harmless from and against any and all liabilities, damages, injuries, claims, suits, judgments, causes of action and expenses (including reasonable attorneys’ fees, court costs and out-of-pocket expenses) arising out of or incidental to MAC Logistics’ s performance under this Agreement.

### **FORCE MAJEURE:**

If either party hereto is prevented from complying, either totally or in part, with any of the terms or provisions of this Agreement by reason of acts of God, acts of a public enemy, acts of any federal, state or local government, agency or department thereof, quotas, embargoes, acts of any person engaged in subversive activity or sabotage, fires, floods, explosions, heavy traffic flow, heavy rain, heavy snow or other catastrophes, epidemics or quarantine restrictions, involuntary strikes or other labor stoppages, slowdowns or disputes, or any other cause beyond the control of the parties, then upon prompt documentation and notification, the affected provisions and/or other requirements of this Agreement shall be suspended during the period of such disability.

### **PROPERTY LOSS / DAMAGE CLAIMS:**

As a condition precedent to recovery, claims for damages arising out of loss or damage to customers’ property in connection with this relocation must be filed in writing within 30 days after the completion of the move. It is the responsibility of the customer to maintain reasonable evidence of damage to a claimed item will result in nullification of the claim and will absolve MAC Logistics of any and all liability with respect thereto and Customer will be barred from recovery against MAC Logistics. Customer must declare one of the following options on the Advice of Coverage form prior to work being performed. Customer may withhold final payment in a reasonable amount deemed by Customer necessary to reimburse for damage or claims until such can be resolved. Please review the Clarifications page thoroughly prior to signing this contract.

**INITIAL BELOW**

  

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**DISPUTE RESOLUTION:**

Both parties will attempt to settle any dispute arising out of or relating to this Agreement through cooperation and negotiation in good faith. Either party may initiate such negotiations within ten (10) business days of the invoice date upon written request to the other. When such a request is made, the parties shall within ten (10) business days jointly make arrangements to rectify the dispute.

**EQUIPMENT RENTAL:**

When it is required to leave MAC Logistics equipment on site, for the Customers' convenience, during a move or a phase of a move, Customer may be charged for equipment rental. Rental charges will begin on the day the equipment is delivered. Rental charges are per diem and will include weekends, holidays and will continue until the equipment is returned. In addition to rental charges, an hourly rate will be charged for the pick-up of equipment. Customer is responsible for the equipment while on the Customers' premises.

**PAYMENT TERMS:**

A deposit or pre-payment of is required to reserve the move date(s) and crew(s). The balance of the moving charges, if any, will be invoiced after completion of the move or phase of the move. Payment terms for the invoice are "**Net 30 Days**" from the invoice date.

MAC Logistics will accept corporate checks, wire transfers or major credit cards as acceptable forms of payment within the payment's terms listed directly above. If you elect to pay an invoice with a major credit card after the "Net 30 Days", MAC Logistics may add a 3% convenience fee to the transaction.

**HOURLY RATES & DEFINITIONS:**

MAC Logistics will charge for actual time on-site plus travel time. Please refer to the specific definitions listed below.

<i>Rate Structure</i>	<i>Straight Time</i>	<i>Overtime</i>	<i>Sunday / Holiday</i>
Truck	\$ 45.00	\$ 45.00	Quoted
Driver	\$ 52.00	\$ 64.00	Quoted
Working Foreman	\$ 44.00	\$ 54.00	Quoted
Mover	\$ 42.00	\$ 52.00	Quoted
Installer	\$ 60.00	\$ 73.00	Quoted
Project Manager	\$ 70.00	\$ 95.00	Quoted

**Straight Time Definition** = Monday through Friday (8:00am - 4:30pm).

**Overtime Definition** = Monday through Friday (before 8:00am or after 4:30pm) & Saturday (12:01am - 12:00am)

**Sunday / Holiday Definition** = Sunday and Holidays (12:01am - 12:00am)

**TRAVEL TIME:**

Drivers and Trucks are portal to portal, meaning from our home base to jobsite start, from jobsite end back to home base

**MINIMUMS:**

Four (4) hour minimum charge applies to all rate categories.

**FUEL SURCHARGE:**

\$6.75 per truck hour (15%)

**INITIAL BELOW**

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## **MAC Logistics Clarifications**

1. Our figures are based on the prior de-installation of all wall-mounted items, furniture that requires dismantling for moving purposes, (i.e. L Shape Desks, U Shape Desks, Workstations, Benching units, etc.). These items must be dismantled before our arrival or prior arrangements made where these items are included within our scope of work.
2. Our figures are based upon exclusive use all access points including parking lot, hallways, pathways, docks, doors, elevator(s) or freight elevator(s) at each location. If we incur delays, it could require additional labor time that is not included in our figures.
3. Our figures are based upon each location being free and clear of all other contractors and/or debris. MAC Logistics cannot be held responsible for damages to an area or its contents unless MAC Logistics has sole access to the area. Should use of the areas listed above become restricted, delay times will be billed accordingly
4. Our figures are based upon the customer being organized and prepared for the move prior to the arrival of our moving crew. All items that are moving must be labeled with the correct destination location for proper placement at the new location. All customer debris and their contractor's debris must be removed prior to the beginning of the move and the new location must be free and clear of all unwanted items and in move-in condition. If we incur delays because the space is not ready, additional labor time to perform the move may be incurred
5. MAC logistics assumes all goods will fit into place without door removal, alterations, disassembly or special equipment; and assumes a onetime placement of items in finished rooms. Any rearranging or changes will result in additional labor charges
6. Furniture layout diagrams must be furnished for all designated locations where furniture is to be placed. These diagrams must also provide our carpenters with the proper information to re-install all required items. If there are electrical, data cabling, air lines, gas lines or water lines within the furniture, the client is required to contract this work out separately.
7. The leveling of all furniture is based on a standard level floor. If additional shimming or leveling is required, we may have to add additional labor time that is not included in our figures
8. All electronic equipment and/or leased items, which may include copiers, printers, plotters, ice machines, refrigerators, coffee makers, and office furniture, must be identified and serviced by the proper vendors prior to the relocation. Failure to properly prepare these items may result in nullification of any potential claim if damage occurs during the moving process.
9. MAC Logistics will not assume liability for damage to pressed wood, particle board, granite and/or marble furniture. Due to the nature of these products the customer authorizes MAC Logistics to perform the movement to the best of their ability, but the customer will assume all potential damage liability, unless MAC Logistics is negligent.
10. Rental Crates may be provided on a rental basis with the timeframe specified in the Move Plan. If additional Rental Crates are needed or if the rental period exceeds the rental period specified, additional charges may be incurred. If the Rental Crates are lost or stolen, the Customer is responsible for the replacement cost.

11. Our figures are based on the State of Illinois moving industry standard insurance coverage of \$0.30 per pound. If additional coverage is requested, refer to the Advice of Coverage form for policy premiums. If you are insuring electronic equipment, please note that MAC Logistics will not be liable for internal damage. If there is no external damage caused by moving, the insurance carrier will not cover internal damage or concealed damage; refer to the reverse side of the Bill of Lading for liability definitions.
12. Factors beyond our control such as weather conditions; traffic delays or detours; construction obstacles; inadequate elevator capacity; elevator delay or breakdown; delivery detours; loading dock operations; and/or placement delays will result in additional charges.
13. No allowance to disconnect or reconnect any IT equipment, patch or paint, carpet clean or to relocate any millwork, no allowance for removal of electric or low voltage data cabling provided
14. Any changes to the scope of work will result in a change in pricing, MAC Logistics to be notified of any date changes three days prior to scheduled services date to avoid any scheduling conflicts and/or unnecessary changes
15. Any changes, alterations, or extra labor from above mentioned work will be billed in accordance with the hourly rates and definitions defined above

Customer Business Name	MAC Logistics Company Name:
Customer Authorized Name (Print):	MAC Logistics Authorized Name (Print):
Customer Authorized Signature:	MAC Logistics Authorized Signature:
Date:	Date:

**INITIAL BELOW**

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## Advice of Coverage

Please Sign One (1) of the Following Options

### **OPTION I: CARRIER'S RELEASED LIABILITY COVERAGE**

MAC Logistics to carry the carrier's released liability coverage on the Customer belongings as required by the State of Illinois. This type of coverage considers the Customer as being self-insured. In the event of damage to belongings, this liability pays \$0.30 cents per lb. per article. If this article can be repaired or replaced for less than the amount allowed, it would be repaired or replaced in that instance.

Released Liability Coverage @ No Charge

Print Name	Signature	Date

### **OPTION II: ACTUAL CASH VALUE COVERAGE**

MAC Logistics to carry actual cash value coverage for all property at the time of loss or damage during the move process. Any loss or damage shall be estimated according to the actual physical receipts and proper deduction for depreciation. If this article can be repaired or replaced for less than the amount estimated, it would be repaired or replaced with like kind and quality materials.

Actual Cash Value Coverage @ \$7.00/\$1,000.00 of Declared Value (\$500.00 Deductible)

**Total Declared Value** (Minimum Policy Coverage \$50,000.00) = \$

Print Name	Signature	Date

### **OPTION III: REPLACEMENT COST COVERAGE**

MAC Logistics to carry replacement cost coverage for all property at the time of loss or damage during the move process. Any loss or damage shall be estimated according to the actual physical receipts in today's cost. If this

article can be repaired or replaced for less than the amount estimated, it would be repaired or replaced with like kind and quality materials.

Replacement Cost Coverage @ \$9.50/\$1,000.00 of Declared Value (\$500.00 Deductible)

**Total Declared Value** (Minimum Policy Coverage \$50,000.00) = \$

Print Name	Signature	Date