



# SERVICES AGREEMENT TERMS AND CONDITIONS

## SUMMARY OF KEY TERMS AND CONDITIONS:

- **Proper packing, loading and unloading of the container(s) is the Customer's responsibility.** Door to Door is not liable for property damage resulting from improper packing or loading/unloading. If packing or loading/unloading services are used, the Customer is still responsible for this activity.
- **Prohibited Goods are not allowed in Door to Door's containers.** See Section 3, Prohibited Goods for details.
- **Container weight limit is 2,000 pounds each.** The Customer will not load more than 2,000 pounds in each container. To ensure this limit is not exceeded, Customer may purchase weight ticket(s).
- **Payments for Door to Door services are due and collected in advance of services provided.** Additional fees and charges may apply under certain conditions (see Doing Business With Door to Door, Additional Fees and Charges). **Door to Door has the right to lien and foreclose on Customer property, or limit any other rights or remedies to pursue collection of unpaid amounts due under this Agreement.**
- **Compliance with required regulations.** Customer agrees to comply with all applicable local, state or federal laws, rules, ordinances or regulations concerning each container and its use, including required permits.

This Agreement is between Door to Door Storage, Inc. ("Door to Door"), a Washington corporation, and the Customer with respect to the following:

1. **SERVICES:** Subject to payment of all fees, Door to Door will provide the services ("Services") described in the confirmation email sent by Door to Door to Customer.
2. **CUSTOMER'S OBLIGATIONS:** Customer will be responsible for the following: (a) packing, loading and unloading each container; (b) loading no more than 2,000 pounds of possessions in each container; (c) placing no Prohibited Goods in the container; (d) adequately packing possessions for safe transport and storage; (e) locking the container(s) in a manner that in the Customer's sole discretion will adequately secure the container(s); (f) being present or having a designated representative present at the delivery address during the scheduled delivery appointment to specify container placement; (g) ensuring there is ample space and clearance for each container delivered; (h) compliance with all applicable local, state or federal laws, rules, ordinances or regulations concerning each container and its use, including required permits; (i) if applicable, provide Door to Door written permission, at the time of delivery, to maneuver the forklift and/or truck on the Customer's property to place and retrieve the container(s); (j) returning each container to Door to Door in the same condition as when received from Door to Door, less ordinary wear and tear; and (k) providing Door to Door immediate notice of any change in mailing address or contact information. Change of address or contact information may be accomplished by customer updates via [my.doortodoor.com](http://my.doortodoor.com), email notification or via verbal authorization. Door to Door's inability to contact Customer may result in additional fees or other legal action, as applicable.
3. **PROHIBITED GOODS:** Due to the risk created by their hazardous nature, many items cannot be stored inside our containers and our facilities. Listed below are Prohibited Goods that may not be placed in the container(s):
  - Controlled drugs, and all substances or materials regulated or prohibited by applicable federal, state, or local law, rule, regulation or ordinance.
  - Perishable Items such as food, plants, anything living, or anything subject to spoilage, including: Agricultural goods, animals, beverages, frozen foods, refrigerated foods, live plants, living or dead organisms, produce.
  - Hazardous, toxic, explosive, combustible or flammable materials, including: Aerosols, ammonia, ammunition, batteries, butane tanks, charcoal, cleaning fluids, fertilizers, fire extinguishers, firearms, fireworks, fumigants, gasoline, kerosene, lighter fluid, liquid bleach, matches, nail polish / polish remover, oils, paint thinner, paints, pesticides, poisons, propane tanks, sterno, swimming pool chemicals.
  - Irreplaceable and sentimental items including: Airline tickets, birth certificates, checkbooks, computers, deeds, electronics, evidences of debt, family photos, fine art, jewels / jewelry, laptops, medicine, personal CDs / DVDs / video tapes, personal papers, precious metals, rare or historical items, school papers and records, stamp and coin collections, valuable documents, money or securities.
4. **PROPER PACKING AND LOADING OF PROPERTY:** Customer agrees that: (a) Customer's property has been loaded in the container(s) with adequate care to avoid damage, including any damage from ordinary handling or jostling; (b) Customer has not packed any heavy items on rollers; (c) Customer has locked each container and has kept it locked; and (d) each container weighs no more than 2000 pounds. If it is determined that a container weighs more than 2,000 pounds, the Customer will be required to make adjustments to bring the container within the allowable weight limit. If additional container(s) are required to accommodate these adjustments, the Customer will be responsible for all related charges, including additional delivery fees. If the contents include any packed boxes, Customer promises the property packed in the boxes has been packed with adequate care, and Customer has used proper packing material to avoid damage. **Door to Door is not liable for property damage resulting from Customer's failure to properly pack, load and unload property.**

Customer acknowledges and agrees that: (i) Door to Door does not have any knowledge of the contents of the container(s); (ii) Door to Door does not have knowledge of the condition or quality, or the adequacy of packing, of the contents of the container; (iii) Door to Door has not weighed or inventoried the contents of the container(s); and (iv) none of Door to Door's employees, agents or representatives may accept any container(s) upon any oral or written terms other than as contained in this Agreement.
5. **PERMIT FEES:** Many cities require permits to drop off or place container(s). Customer will be responsible for complying with all local requirements and paying any permit fees. In certain cities, Door to Door can obtain permits on the Customer's behalf. If this service is provided, Door to Door may be required to obtain permits up to 10 business days before delivery and if fees apply, charge the Customer's credit card. If the Customer reschedules the reservation after the permit has been acquired, a new permit and additional fees may be necessary. All permit fees are non-refundable.

**6. CHARGES AND FEES, TERMS OF PAYMENT:** Customer will pay Door to Door for the full amount of Services described in the Confirmation Email. Customer agrees to pay all recurring amounts due under this Agreement, by the monthly statement due date. If payment is not received by the 10th day following the statement due date, a late fee will be applied. Door to Door has the right to lien and foreclose on Customer property, or limit any other rights or remedies to pursue collection of unpaid amounts due under this Agreement. If Customer chooses to terminate or cancel storage service before the end of a contract term, Customer will be responsible for and charged the balance amount to meet the minimum contract length. Customer may incur additional storage and delivery fees and charges if Customer or Customer's authorized agent (a) is unable or unwilling to accept delivery of the container(s) when Door to Door arrives on the agreed date; (b) requests Door to Door wait longer than thirty minutes from the arrival time; (c) causes any delay that requires Door to Door to return at a later date and/or time. The amount charged for monthly container rental can be adjusted by Door to Door at any time with thirty (30) days written notice, after the contract period. Written notice will be provided to the Customer's last known address on file with Door to Door. Customer agrees to pay for all fees listed at [www.doortodoor.com/doingbusiness](http://www.doortodoor.com/doingbusiness) as assessed. Fees may be changed from time to time by Door to Door without notice. Any fee changes will not affect the other Agreement terms, which will remain in full force and effect.

Customers will pay a deposit by credit card, of the Total Charges prior to delivery of container(s) to the origination address. The deposit is refundable if Customer cancels services 7 or more days prior to initial delivery of the container(s). Customer will pay the balance of the Total Charges and any additional charges or fees prior to initial delivery or shipment of the container(s), as applicable to your order. Door to Door requires payment by credit or debit card for all services.

**AutoPay Enrollment:** Door to Door has a convenient AutoPay program that automatically charges your credit or debit card monthly for recurring charges, as applicable. Should a customer choose not to enroll, a \$50.00 per container security deposit will be charged.

The storage period starts from the day the container(s) are delivered to Customer's address, and ends the day the container(s) are picked up empty and returned to the destination storage center. While the container(s) are in transit between the origin and destination facilities, storage days do not apply. For long-distance moves that require storage beyond 14 days, Customer will pay Door to Door the prevailing storage rates, and if applicable, any fees charged by an Independent Service Provider.

**7. DEFAULT, LIENS AND SALE:** If Customer fails to pay all fees when due, and a delinquent balance remains unpaid, laws permit Door to Door to claim a lien on the Customer's property and to refuse access to Customer's container. In accordance with applicable law, Door to Door may foreclose on the Customer's property and sell the goods at auction to satisfy unpaid charges and fees. Door to Door's specific lien rights are in addition to all the other rights and remedies provided by law to Door to Door as a creditor. Fees and charges owed under this Agreement will remain due and payable by Customer, regardless of whether Customer's property is auctioned to satisfy a lien, and Door to Door may pursue collection of any deficiency. Door to Door reserves all rights and remedies to pursue collection of any amounts that are not satisfied through the lien foreclosure and auction process. Partial payments will have no effect on Door to Door's right to foreclose its lien.

**8. LIMITATION OF LIABILITY:** Door to Door's liability to Customer for damages, loss or theft of property, is limited by this Agreement. If Customer does not elect and pay for additional property protection, Door to Door's liability is strictly limited, and Door to Door will not process any payment for damages that is less than or equal to \$250 per container. If the damages exceed \$250, Door to Door will pay damages of up to \$750 per container. Door to Door expressly disclaims any liability in excess of \$750 per container. Door to Door's limitation of liability will not be aggregated among multiple container(s) and is only applicable on a per container basis. Customer must follow Door to Door's claim procedures described in Section 11 to make a claim.

**9. EXEMPT FROM LIABILITY:** Door to Door will have no liability for claims or losses resulting from Customer's failure to comply with this Agreement, including without limitation the Customer Obligations. Door to Door is not responsible for damage in transit or in storage due to Customer's failure to adequately pack property. In addition, Door to Door will not be liable for any damages, loss, theft, or injury resulting from storage of any Prohibited Goods.

Unless acting with gross negligence, Door to Door is not liable for any loss of or damage to Customer's property, including without limitation, any loss or damage which results from: (a) the effect of weather while the container is at Customer's address; (b) loss or damage caused by Customer, including improper packing, loading or unloading of container(s); (c) mechanical or electrical derangement of computers, musical instruments, electronic components or appliances, if there is no sign of exterior damage; (d) theft, loss or damage while the container is located at Customer's address; (e) insects, moths, rodents, vermin, ordinary wear and tear, or gradual deterioration; (f) defect or inherent vice of the property, such as susceptibility to atmospheric changes; (g) loss or damage caused as a result of any strike, lockout, labor disturbance, riot, civil commotion, or any act of any person or persons taking place in any such occurrence or disorder; (h) hostile or warlike action in time of peace or war; (i) Door to Door's acting with the care that a reasonably careful person would exercise under similar circumstances; (j) governmental action; or (k) earthquakes or floods. Door to Door will not be liable for any loss or damage to Customer's property if Customer accesses the container(s) at any time while the container(s) are stored at a Door to Door facility. Customer expressly agrees that the carrier of any insurance obtained by Customer shall not be subrogated to any claim of Customer's against Door to Door or its agents.

**10. CUSTOMER PROTECTION PLAN (CPP):** If the Customer requires additional protection for stored property, Customer may elect to participate in the Door to Door CPP to cover certain loss or damage to Customer's property while it is in Door to Door's possession. The CPP is *not* insurance. For example, it does not cover theft, loss or damage while the container is located at Customer's address. The CPP provides for repair to damaged items and recovery for loss of items. This is based on the actual cash value of the items at the time of loss or damage (i.e., the depreciated value). If Customer elects to obtain this coverage, Customer will be charged and pay for it. Container CPP amounts may not be aggregated for claim purposes, and all claims must be on a per container basis. Under the CPP, Door to Door expressly disclaims any replacement value liability in excess of the protection coverage purchased per container, and Customer is responsible for any value in excess of this amount.

If the Customer elects to participate in the CPP, Door to Door will pay up to the protection coverage purchased, after the \$250 deductible, for property loss or to replace damaged goods. If CPP is elected, the Customer agrees that liability for any and all value above the maximum amount purchased is the sole responsibility of the Customer. Whether or not Customer purchases CPP, Door to Door will have absolutely no liability for loss or damage to property classified as Exempt From Liability in Section 9. Under no circumstances will the CPP cover any loss or damage to any items resulting from Customer's violation of any provision of this Agreement, including without limitation the Customer Obligations. At Door to Door's option, Door to Door may take possession and ownership of any items for which actual cash value is paid.

- 11. FILING A CLAIM:** Customer must file all claims for loss or damage within 30 days after the delivery of the container(s). Customer must report all claims to Door to Door's customer service department at (888) 366-7222. To ensure processing in an equitable and timely manner, all Door to Door claims are serviced and adjusted by a third party administrator (TPA).
- 12. CONSEQUENTIAL DAMAGES:** In no event will Door to Door be liable for any special, indirect, willful, punitive, incidental, exemplary, or consequential damages (including without limitation any sentimental or emotional value), damages for loss of profits, or damages for loss of business of customer or any third party, including without limitation any damages arising out of the use or the inability to use the contents of customer's container(s), whether based on contract, tort, or any other legal theory, even if the customer has been advised of the possibility of such damages.
- 13. INDEMNITY:** Customer will indemnify, defend and hold Door to Door harmless from and against all claims or losses (including any attorneys' fees and costs) resulting from Customer's breach of this Agreement (including without limitation the Customer Obligations) or breach of any law in connection with the Services provided.
- 14. CONTAINER TRANSFER:** During the term of this Agreement, we may, at our option without prior notice to you, move and store the container(s) at another storage facility, provided that the new storage facility is within 40 miles of the previous storage facility. If we move the containers to another storage facility, we will send you written notice of the new storage facility address within 30 business days after the change.
- 15. COMPLIANCE WITH AGREEMENT AND ADDENDA:** Customer will comply in all respects with this Agreement and any other agreements or addenda attached, provided or set out at [www.doortodoor.com/doingbusiness](http://www.doortodoor.com/doingbusiness), including without limitation, "Doing Business With Door to Door". Customer will conduct themselves in a safe and appropriate manner within a Door to Door facility and during interactions with Door to Door's employees.
- 16. FORCE MAJEURE:** Door to Door will not be responsible for any failure to perform due to unforeseen circumstances or to causes beyond its reasonable control. The number of days required for shipping may change due to weather conditions, road conditions, national holidays, strikes, or other factors. The date provided in the Confirmation Email is only an estimate of the arrival time at the destination.
- 17. TERMINATION:** Either party may terminate this Agreement for any reason by providing 30 days prior written notice of termination. If Customer chooses to terminate or cancel storage service before the end of a contract term, Customer will be responsible for and charged the balance amount to meet the minimum contract length. Customer's goods must be removed from Door to Door's container(s) on or before the termination date. If Customer's possessions are not removed by the termination date, Door to Door may dispose of such possessions in accordance with applicable law. All applicable Sections of this agreement will survive termination. If Customer defaults under any Customer Obligations in this Agreement, Door to Door may pursue all remedies available under applicable law or this Agreement. Door to Door's decision to pursue one remedy shall not prevent us from pursuing other available remedies. If Customer has elected the on-site storage service and is under default under any Customer obligations under this Agreement, Door to Door may enter Customer premises and take possession of the container(s) and the property stored in the container(s).
- 18. GENERAL:** This Agreement is governed by Washington State law. This Agreement may not be assigned by the Customer. Door to Door may assign this Agreement without Customer notice or consent, and, after such assignment or transfer, Door to Door shall be released from all obligations under this Agreement occurring after such assignment or transfer. Failure by Door to Door to require Customer's performance, or to claim a breach, will not be a waiver for any future breach, affect the validity of this Agreement or limit Door to Door in regards to any future breach. If any Agreement provision is found to be invalid or prohibited under applicable law, the provision would be limited only to the extent of the prohibition, and will not invalidate the remainder of the provision or the Agreement. In the event of any conflict between this Agreement, the Confirmation Email, any Bill of Lading, or any Proof of Delivery, the terms of this Agreement will prevail. This Agreement, along with the Confirmation Email and any Proof of Delivery, and any attachments or references to website pages or other documents, constitutes the entire agreement between the parties relating to the subject matter and supersedes all prior and contemporaneous understandings and agreements whether oral or written. Door to Door is permitted to engage other licensed motor carriers to transport container(s). Door to Door reserves the right to decline service.

Customer authorizes Door to Door, without further notice, to release Customer information or provide access to Customer container(s), as may be required by applicable law or by an Independent Service Provider. Door to Door has the right, but not the obligation, to remove Customer lock(s), enter container(s) without Customer notice, and take any other action necessary or appropriate to comply with applicable law, enforce Door to Door's rights under this Agreement or to preserve the storage premises. Door to Door is not responsible for any Customer property loss or damage, including replacement lock(s), resulting from any entry authorized by this Agreement or compelled by law.

**CALIFORNIA STORAGE CUSTOMERS ONLY:** California residents have additional rights described in the California Self-Service Storage Act at Cal. Bus. Code §§ 21700-21716, with respect to the terms in Section 7.

**CUSTOMERS MOVING TO THE STATE OF CALIFORNIA:** If Customer is moving to California from another state, Customer must fill out a Gypsy Moth Inspection Document and submit it to Door to Door at the time of full container(s) pick-up, and prior to container shipment. Customer's shipment and subsequent appointments may be delayed if Customer provides the Gypsy Moth Inspection Document late.