



THREE BROTHERS MOVING & TRANSPORTATION LLC

“COLLEGE CLOSET”

Terms & Conditions

These general terms and conditions are entered into by and between you (“Customer”) and Three Brothers Moving & Transportation L.L.C. (“3BM”, “we”, or “us”) operates. The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, “Terms”), govern your access to and use of 3BM College Closet services (“Services”), including any content, functionality, and services on or through www.threebrosmuv.com (the “Website”), whether as a guest or a registered user. PLEASE READ THE BELOW TERMS CAREFULLY BEFORE REGISTERING FOR OR PURCHASING OUR SERVICES. BY USING THE WEBSITE OR BY ACCEPTING OR AGREEING TO THESE TERMS WHEN ANOTHER OPTION IS MADE AVAILABLE TO YOU, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THESE TERMS. YOU SHOULD PRINT A COPY OF THESE TERMS FOR YOUR RECORDS. IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST NOT REGISTER WITH THIS WEBSITE OR PURCHASE OUR SERVICES. Please note that 3BM reserves the right to amend any portion of these Terms from time to time in our sole discretion. Your continued use of the Website following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

1. **SERVICE DESCRIPTION.** 3BM College Closet services (“Services”) consists of all or any part of the following: the delivery of empty boxes and packing supplies to Customer’s dwelling, the pickup, shipping, storage, and delivery of the Customer’s possessions for a specified period of time. 3BM services consists of the delivery of empty boxes and packing supplies, and coordinating the pickup, shipping, storage, and delivery of personal items using various independent contractors selected by 3BM, such as movers and storage facilities. 3BM does not have liability for the acts or omissions of these third parties. 3BM is responsible for customers personal possessions once we take physical possession of your personal items. Responsibility for possessions once they are delivered for storage will transfer to storage facility.
2. **REGISTRATION INFORMATION.** In order to purchase our services, you must first register on our website, or call the office and pay the deposit fee. This allows us to get your



information into our system so that we can more easily process your orders. Registration and the requisite deposit are required prior to reserving a spot for service.

Upon registration for our services, a small amount of personally identifying information is necessary. Required registration information includes your address, phone number, email address, and other personally identifying information from your university. By registering with the website, you are agreeing to the collection and use of your information in accordance with our Privacy Policy, found below.

3BM is not responsible for any errors in the information that you submit to 3BM in registering or placing your orders, including without limitation any additional fees or misdeliveries that may result from your errors.

3. **PRICING AND DEPOSITS.** All prices and fees for our services may be found on your personalized estimate: Pricing for the services shall be in accordance with the pricing for Moving Labor, Packing Materials, Transport, Travel and Storage. Pricing is monthly and will be incremented based on how many months the Customer stores their items. 3BM charges the Customer for entire seasons: summer, fall, or winter each being (four months), payment is due in the first month for the entire storage period. Prices are subject to change without notice. The Customer agrees to pay the total cost of the services provided by 3BM based on the number and type of items tendered to 3BM at the time of pickup, the exact services to be provided, and the prices agreed upon at the time of pickup with 3BM agent/representative. The price for your service order on the date and time you place your order is the applicable price for your order. Pricing may be subject to a 3% credit card processing fee, and a 6% sales tax, based on Pennsylvania state tax fee.

Deposit. The Customer agrees to pay a \$50 deposit by credit card to reserve space for Services. Customer's deposit shall act as acceptance of terms and as signature for commencement of services. This charge covers the number of boxes requested at the time of sign-up, as well as pickup and delivery (to the same campus) on selected days. Delivery to an alternate location (other than the campus where the items were picked up) may incur additional shipping charges. Deposits are refundable only if the request for a refund takes place greater than seven days prior to (2)two weeks before the scheduled pick-up date. The deposit will also be refunded in full in the event that 3BM is unable to perform the services for the Customer for any reason other than the Customer's willful acts to void the contract.

Additional Fees. The Customer agrees to pay the following applicable fees as specified in this Section along with any additional costs associated with special service requests. The purpose of the additional fees is to compensate 3BM for expenses it incurs beyond those associated with the provision of services according to standard procedures.

Additional Fees include but are not limited to: Cancellation – \$300, Customer Not Ready for



Delivery or Pick Up— \$100 non complimentary (date outside the 1 week window of college move out) move date - \$300, Late payment fee—\$2/day after 7 days of items being picked up, Unused non-returned box— \$10/box. Additional Abandonment Fees – Costs incurred when storage items are not claimed by the Customer— \$30/ft.

3BM offers complimentary drop-off services on pre-scheduled "Move Dates" that coincide with student move-ins at the beginning of most semesters/quarters. However, if there are no free deliveries scheduled or the available free deliveries do not work for a student, then a special drop-off service can be arranged for an additional fee.

Special Drop-Off Request: Customers may request a special drop-off service on a date that falls outside of the pre-scheduled "Green Dates" for an additional fee of \$300.

Advance Scheduling: Special drop-off requests must be scheduled at least 10 days in advance to allow for proper arrangements and logistics.

Customer's Presence: The Customer agrees to be present to receive the goods at the specified delivery date, time, and location for the special drop-off service.

Changes and Cancellations: Changes to the previously scheduled special drop-off date or location must be communicated by the Customer to 3BM at least 10 days prior to the originally scheduled drop-off date. Changes made within 10 days of the drop-off date are not guaranteed and may be subject to an additional change fee as per the Pricing and Deposits section of the existing terms and conditions.

Missed Drop-Off: In the event that the Customer is not present for the scheduled special drop-off date and time, 3BM representatives will reschedule the delivery for another available date, and the Customer will be responsible for paying the special drop-off fee again.

Collaboration with Universities and 3rd Party Properties: In some cases, when College Closet collaborates with Universities and/or 3rd party properties, 3BM may pick up or deliver your items without you needing to be physically present. 3BM will notify you if this option is available for your added convenience.

Customer's Option to Be Physically Present: In the event you do not want to be present when your items are picked up or delivered, you must notify 3BM in writing of your request, which may result in additional charges to accommodate.

Liability During Pick-Up and Delivery Without Customer's Physical Presence: In the event that 3BM picks up or delivers your items without your physical presence, 3BM is only liable for the items when they are under the control and possession of 3BM, beginning when the items are picked up, and ending when the items are delivered.



Exemption of Liability for 3rd Party Property of University: You agree not to hold the 3rd party property or University liable for your items if 3BM picks up or delivers your items without your physical presence.



Credit Card Payment and Failure to Pay. All charges for Services are due and payable immediately following the pickup of the Customer's possessions. The Customer hereby authorizes 3BM to charge the Customer-provided credit card for the balance owing for the services rendered and any additional fees after the pick-up of Customer's possessions. Checks or cash are accepted as well as all Digital Payment Apps. The Customer acknowledges that they remain indebted to 3BM for any balance owed on their account as a result of invalid credit card information, 3BM's inability to receive credit card authorizations, or for any other reason, which prevents 3BM from being paid for the services and any additional fees.

3BM reserves the right to hold the Customer's possessions until payment has been received in full. The Customer acknowledges that their failure to pay their account in full prior to the delivery date could result in a change in the delivery date and the assessment of additional fees.

4. AUTO-CHARGE AUTHORIZATION. By accepting these Terms and using 3BM services, the Customer agrees to authorize Three Brothers Moving & Transportation L.L.C. to automatically charge the Customer's provided credit card for all charges related to the Services, including but not limited to storage fees, shipping fees, additional fees, and any other applicable charges. This auto-charge authorization shall remain in effect for the duration of the Customer's use of 3BM services. The Customer acknowledges that their credit card will be automatically charged on the due date for all outstanding amounts owed to 3BM and any applicable fees. In the event of a failed auto-charge attempt due to expired or invalid credit card information, 3BM's inability to receive credit card authorizations, or any other reason that prevents 3BM from receiving payment for the Services, the Customer agrees to promptly update their payment information and ensure that 3BM is paid for the services and any additional fees. Failure to do so may result in a delay in the delivery of the Customer's possessions and may incur additional fees as stated in Section 3: Pricing and Deposits. The Customer understands and agrees that they are responsible for any charges incurred on their account as a result of the auto-charge authorization, and they will not hold 3BM liable for any overdraft fees or other charges imposed by their credit card issuer or bank due to insufficient funds or any other reasons. If the Customer wishes to revoke the auto-charge authorization, they must provide written notice to 3BM at least 30 days prior to their next scheduled billing date. Revoking the auto-charge authorization may result in the termination of the Services and may subject the Customer to additional fees and penalties as outlined in these Terms and Conditions. By continuing to use 3BM services and accepting these



Terms, the Customer acknowledges and agrees to the auto-charge authorization clause, as set forth above, and authorizes Three Brothers Moving & Transportation L.L.C. to automatically charge their provided credit card for all applicable fees and charges.

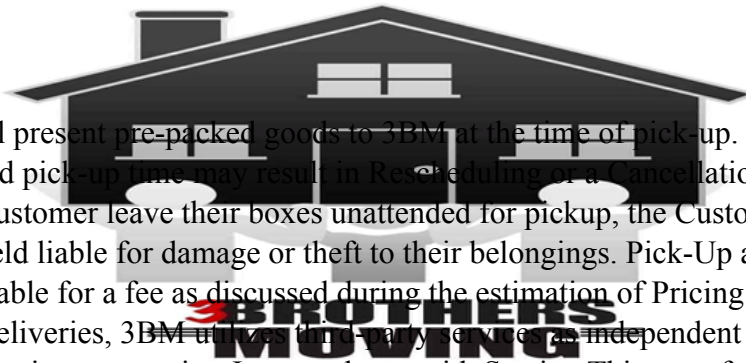
5. **MATERIAL DELIVERY.** Once the Customer has made an account and reservation through the 3BM website, his or her material delivery day is scheduled. The Customer should be present between 10 AM – 6 PM to receive the delivery of materials from the 3BM team to pick up their materials. 3BM may contact the Customer via phone, email, or text prior to delivery to establish a more specific delivery time slot. If 3BM establishes a more specific delivery time slot, the Customer should be present during that time slot to receive materials. Should the Customer wish to not be present during the material delivery, they must communicate this via email at least 48 hours prior to delivery. Should the Customer elect to not be present during delivery, 3BM will leave all materials outside of the entrance of the Customer's residence. The Customer recognizes that 3BM will not be held liable for damage or theft to their materials. A 3BM representative delivering the materials will indicate the amount of materials given on your contract. The boxes that the customer takes must be used for our program. Any extra boxes that the customer does not use should be returned on the day of their scheduled pick-up. If the customer takes more boxes than they use and does not return them in the same condition that they received them, there will be additional charges for those items as follows: College Closet box: \$10.

6. **PACKING.** You are solely responsible for packing any boxes. Parcels must be packed securely and designed to prevent breakage of content. 3BM will not be liable for loss or damage caused by improper packaging. 3BM reserves the right to reject any item submitted for storage in the event that packages are considered unacceptable as to the manner in which it has been packed or for any other reason. Each box and each item that does not fit in a box is a separate "Item" for the purposed of pricing the 3BM services as that term is used above.

7. **RESTRICTED ITEMS.** 3BM discourages the storage of cash, furs, and jewelry. 3BM is not liable for the loss or damage to cash, furs, or jewelry. (See Section 10: Lost or Damaged Items). Hazardous material and contraband are strictly prohibited, and 3BM reserves the right to inspect for and remove such items.

8. **STORAGE SERVICES.**

A. **Scheduled Pickups and Deliveries.** When you place your order for storage, you should schedule your preferred pick-up and delivery time. The Customer must select pick-up and delivery times with 3BM.



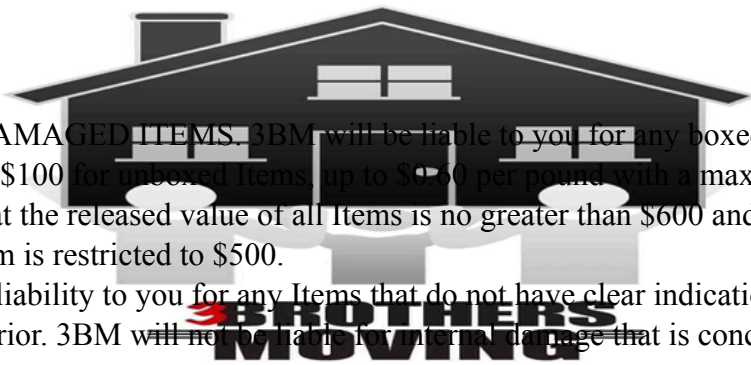
The Customer shall present pre-packed goods to 3BM at the time of pick-up. Failure to be present at scheduled pick-up time may result in Rescheduling or a Cancellation Fee of up to \$100. Should the customer leave their boxes unattended for pickup, the Customer recognizes that 3BM will not be held liable for damage or theft to their belongings. Pick-Up at non-scheduled times may be available for a fee as discussed during the estimation of Pricing.

[For pickups and deliveries, 3BM utilizes third-party movers as independent contractors and vendors, such as moving companies. In accordance with Section Thirteen of this Agreement, this Agreement does not constitute a direct contractual relationship with these movers. 3BM does not have liability for any acts or omissions of third parties. An 3BM representative will supervise the pickup and deliveries made by the third-party subcontractors. This Agreement acts in accordance with the Liaison Release of Liability and Hold Harmless Agreement and the Mover Release of Liability and Hold Harmless Agreement, found here: [LINKS](#). These Terms and Conditions control in the event that there are conflicting provisions with the aforementioned Release of Liability and Hold Harmless Agreements.]

B. Storage. Your Items will be stored at a third-party climate-controlled storage facility selected at the sole discretion of 3BM. A "climate-controlled facility" does not mean the facility is air-conditioned. A "climate-controlled storage facility" is a storage facility with ventilation that maintains a reasonable temperature for storage.

C. Abandonment. Without limiting the right of 3BM to conclude for other reasons that the Customer will not be returning to school, the Customer agrees that their failure to be present on the scheduled delivery day and their failure to communicate with 3BM concerning an alternate delivery arrangement constitutes abandonment of their stored possessions. Under abandonment of their possessions, the Customer agrees to pay 3BM for all charges and fees relating to the failed delivery. 3BM has the right to assume ownership of the abandoned property thirty (30) days after the last date of delivery for your standard delivery period. Abandoned items may be auctioned or otherwise sold. Items will be properly stored during the thirty (30) day period of abandonment.

9. ACCESS TO RESIDENCE HALLS. 3BM follows and adheres to all terms and conditions of university housing policies as made known to 3BM. 3BM will be present within the residence halls at the time of pick-up and drop-off of personal belongings. In the event that access to residence halls is limited by university policy, it is your responsibility to arrange a pickup and delivery location that 3BM can accommodate. This may require you to bring your belongings outside to 3BM. All fees and other terms from this Agreement will still apply.



10. **LOST OR DAMAGED ITEMS.** 3BM will be liable to you for any boxed Items up to the amount of \$100 or \$100 for unboxed Items, up to \$0.60 per pound with a maximum of \$600 per item. You agree that the released value of all Items is no greater than \$600 and that 3BM's liability on any Item is restricted to \$500.

3BM will have no liability to you for any Items that do not have clear indications of physical damage to the exterior. 3BM will not be liable for internal damage that is concealed within its outer packaging.

Any lost or damaged items must be reported to 3BM within twenty-four (24) hours of delivery. You must report and place a claim via email at threebrosmuv@yahoo.com. For loss of stored packages, the Customer must notify the 3BM representative of the loss of the item at the time of delivery of the other items and sign the delivery receipt amended for the lost package. The missing items must be noted on the form and signed off by the 3BM representative. After reporting, you must file a full claim with 3BM within three (3) days after delivery. Claims not filed within three (3) days post the scheduled delivery time of the missing item, or the actual delivery time of a damaged item will be considered waived. All completed claims will be processed by 3BM and a response issued within thirty (30) days from its receipt of the Claim. Upon approval of the claim, 3BM will disburse the lesser of the following amounts: or only partially paid by the shipping carrier or mover.