

**Avancé Customer Agreement**  
**3/1/2022**



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## **Article I. MENU OF SERVICES**

See Addendum A for service definitions.

### **Section I.01 Local Transportation Services**

#### **A. Job Pricing**

1. Avancé charges \$60.00/Hour per crew member Monday-Friday (9:00 AM-5:00 PM) or \$90.00/Hour per crew member after 5:00 PM and on weekends.
2. Minimum is a 1-hour charge.
3. Drive time is billed at the hourly rate. Time starts when we begin to load out and continues to and from all locations, ending when we return to the Avancé warehouse.

#### **B. Project Coordination Pricing**

1. Avancé charges \$70.00/Hour per crew member Monday-Friday (9:00 AM-5:00 PM) or \$105.00/Hour per crew member after 5:00 PM and on weekends.
2. Project Coordinators are required on all Projects.
3. 1 Project Coordinator for up to 4 crew members.
4. Minimum is a 1-hour charge.
5. Drive time is billed at the hourly rate. Time starts when we begin to load out and continues to and from all locations, ending when we return to the Avancé warehouse.

#### **C. Fine Art Services**

1. Avancé charges \$65.00/Hour per crew member Monday-Friday (9:00 AM-5:00 PM) or \$97.50/Hour per crew member after 5:00 PM and on weekends.
2. Minimum is a 1-hour charge.
3. Hardware used for installation varies in price (per applicable job estimate)
4. Drive time is billed at the hourly rate. Time starts when we begin to load out and continues to and from all locations, ending when we return to the Avancé warehouse.

### **Section I.02 Interstate Transportation Services**

#### **A. Interstate Transportation Service Pricing**

1. Avancé charges \$60.00/Hour per crew member Monday-Friday (9:00 AM-5:00 PM) or \$90.00/Hour per crew member after 5:00 PM and on weekends.
2. Minimum is a 1-hour charge.
3. Drive time is billed at the hourly rate. Time starts when we begin to load out and continues to and from all locations, ending when we return to the Avancé warehouse.

#### **B. Crew Expense**

1. Per Diem \$50 per day
2. Hotel Expense per day (per applicable job estimate)
3. Daily crew per diems and hotel expenses will be charged for all multi-day interstate transportation services.

#### **C. Fuel Surcharge**

1. \$.50/mile per truck
2. This fee only applies to deliveries over 60 miles from Avancé warehouse (3522 La Reunion Pkwy, Dallas, TX 75212)

#### **D. Equipment Usage**

1. An equipment usage fee of \$0.35/mile will apply to all interstate deliveries.



#### E. Permits

1. Varies by location and state flat fee
2. Any special taxes, permits, or fees (state and federal) will be included in the final cost.

### Section I.03 Transportation Limitations

A. Customer is responsible for fees and expenses incurred due to factors outside of Avancé's reasonable control, including but not limited to:

- i. Traffic
- ii. Elevator delays
- iii. Dock scheduling
- iv. Designer additional requests
- v. Showroom delays
- vi. Late customer or designer
- vii. Other construction related delays
- viii. Third party delays
- ix. Street access
- x. Project location access
- xi. Building check-in

### Section I.04 Warehouse Services

#### A. Standard Storage

1. Avancé's standard storage rate is calculated per item at \$0.86/cubic foot.
2. Storage is billed on the 1st day of each month or billed as pro-rated (based on 30 days) on the dates it is delivered to and/or removed from our facility.
3. The total minimum monthly storage fee is \$25.00.

#### B. Receiving

1. Minimum receiving fee is \$30.00 (up to 200 pounds per shipment).
2. Receiving requires 3 to 5 days minimum to process and for customers to receive an email notifications.
3. Shipments over 200 pounds will be charged the minimum \$30.00 plus an additional \$0.15 per pound for each pound over 200.
4. Avancé is not responsible for any manufacturing defects, prior damage or damaged caused by third parties; any damage caused by climatic conditions (including, without limitation, any conditions in Avancé's warehouse) including but not limited to shrinkage, curing, expanding, melting or fading; natural inconsistencies or variances associated with materials, including but not limited to sisal, seagrass, wool, silk, linen and wood finishes; variances between product samples and delivered products, including but not limited to paint, wallpaper, fabric, carpeting, accessories, lighting, case goods and furnishings; or other qualities relating to goods.

#### C. Returns

1. \$60/Hour per Crew Member + Packing Materials + Shipping Cost
2. Avancé will return received or damaged items based on customer or manufacturer/vendor's request.
3. An additional charge will be added if packing material and/or shipping cost is required.

#### D. Processing & Warehouse Labor

1. \$60/Hour per Crew Member
2. Charges apply to processing incoming residential shipments, freight shipments, and processing outgoing shipments.



E. Load Out

1. A fee of \$30.00 will be applied for all shipments picked up from the warehouse by a third-party carrier.
2. Depending on the size of the outgoing shipment, additional Warehouse Labor will be charged if loadout requires more than 15 minutes of total labor.

F. Crate Charge

1. Unpacking and disposal of crates is \$30.00/crate.
2. Additional Warehouse Labor will be charged if uncrating and disposal requires more than 15 minutes of total labor.

G. Priority Warehouse Services

1. If a customer requests any warehouse services within less than 24 hours' notice a fee of \$30.00 will be charged in addition to the regular pricing.
2. Priority Warehouse Services Include:
  - i. Priority Receiving
  - ii. Priority Warehouse Labor
  - iii. Priority Load Out

Section I.05 Warehouse Limitations

1. Avancé is not responsible for shortages of items from third party shippers that do not require a signature upon delivery to Avancé.
2. Avancé is not responsible for shortages of items from third party shippers that do not provide with delivery an itemization of all shipped items.

Section I.06 Packing Material & Accessorial Services

A. Packing Material

1. Varies based on quantity of materials used on the project.
2. Packing material cost estimates are provided upon request.

B. Custom Cartons

1. Price based on Customer's item weight and size.
2. Custom cartons are available as necessary, and costs will be provided prior to manufacturing.

C. Custom Crates

1. Price based on Customer's item weight and size.
2. Custom wood crates are available as necessary, and costs will be provided prior to manufacturing.

A. Special Equipment and Hardware

1. Price based on Customer's needs.
2. Charges for special equipment or additional hardware will be applied when required.

Section I.02 Additional Services

A. Certificate of Insurance Requests

1. \$40 per Certificate of Insurance required for the Project.



**B. Customer Requests**

1. Price based on Customer's needs.
2. Avancé reserves the right to bill for client requests such as: archived paperwork processing, project accounting, reporting time, warehouse access, billing research, or any special requests.

**C. TV Mount Installation**

1. \$150 per TV mount to be installed.
2. AV and tech setup is not included.

**D. Disposal Fee**

1. A fee of \$30.00 per 200 cubic square feet.

**Article II. SCHEDULING TERMS**

See Addendum A for service definitions.

**Section II.01 Job and Project Scheduling**

- A. Jobs (4 hours or less) must be scheduled at least 24 hours in advance.
- B. Projects lasting 1 day or less must be scheduled at least 48 in advance
- C. Projects lasting more than 1 day but no more than 30 days must be scheduled 1 week in advance.
- D. Projects lasting more than 30 days must be scheduled 2 weeks in advance.

**Section II.02 Cancellation & Rescheduling**

**A. Project Cancellation & Rescheduling**

1. Projects lasting more than 4 hours must be cancelled or rescheduled 5 days before the start of the Project.

**B. Job Cancellation & Rescheduling**

1. Jobs lasting (4 hours or less) must be cancelled or rescheduled at least 48 hours before the Job.

**C. Cancellation Fee**

1. Failure to cancel any Projects or Jobs within the above timeframe will incur a cancellation fee of 25% of the estimated total.

**D. Rescheduling Fee**

1. Failure to reschedule any Projects or Jobs within the above timeframe will incur a cancellation fee of 10% of the estimated total for every rescheduling occurrence.

**E. Emergency Booking Fee**

1. Any Job that is scheduled within less than 48 hours before the start of the Job will incur a fee of \$100.00 for every crew member needed on the Job.
2. Any Projects that are scheduled within less than 72 hours before the start of the Project will incur a fee of \$100.00 for every crew member needed on the Project.

**Article III. BILLING & PAYMENT TERMS**

See Addendum A for service definitions.



### Section III.01 Billing Terms

#### A. Billing Schedule

1. All Jobs and Projects lasting less than 1 month will be billed upon completion and will include all Storage, Transportation, Receiving, and Warehouse costs.
2. All Long-Term Projects (Projects lasting more than 30 days) and customers with multiple Projects will be billed on the 1<sup>st</sup> and 15<sup>th</sup> of every month. (Invoices will be sent on the 7<sup>th</sup> and 21<sup>st</sup> days of the month.)
3. All Storage lasting more than 1 month will be billed on the 7<sup>th</sup> day of the month for the previous month.

### Section III.02 Deposits

#### A. Deposits

1. All Projects require a 50% deposit upon acceptance of the Project estimate with the remainder of the payment due upon completion, unless the Project lasts more than 30 days then the Project will be billed on the 1<sup>st</sup> and 15<sup>th</sup> of the month.
2. All Projects require a credit card authorization on file.
3. Avancé reserves the right to require a deposit for Jobs.

### Section III.03 Payments

A. Avancé requires full payment after completion of services and after an invoice has been sent.

#### B. Accepted payment types are as follows:

1. Cash
2. Check
3. ACH
4. E-check
5. Debit Card
6. Credit Card

### Section III.04 Tipping

#### A. Cashless Tipping

1. To send a cashless tip, scan the QR code on the side of the truck onsite and enter in a debit or credit card and the amount you wish to tip.
2. The total tip amount will be split evenly between the crew members that were onsite.

#### B. Cash Tipping

1. While not expected, cash tips are always welcome.

### Section III.05 Payment Reminders & Late Fees

#### A. Payment Reminders

1. An email payment reminder will occur 7 days after the invoice has been sent.
2. A follow up phone call to collect payment will occur 14 days after the invoice has been sent.
3. An email payment reminder will occur on the 29<sup>th</sup> day, stating that failure to pay by the end of the day will result in a \$35.00 late fee.

#### B. Late Fee

1. A late fee of \$35.00 will automatically be applied to the invoice 30 days after the invoice has been sent.



### Section III.06 Collections

- A. After an invoice is due past 30 days it will be sent to collections for payment.
- B. Any customer’s items in Avancé’s custody will not be released until all outstanding invoices are paid in full including late fees.
- C. If Avancé is unable to release a customer’s items for a scheduled service due to an outstanding invoice, cancellation fees will apply.

## Article IV. INSURANCE & ASSET PROTECTION

See Addendum A for service definitions.

### Section IV.01 Basic Insurance

- A. Avancé’s standard pricing includes Basic Insurance on all customer’s articles within Avancé’s custody for loss or damage up to \$0.60 per pound per article.

### Section IV.02 Premium Insurance

- A. For an additional cost Avancé offers Premium Insurance for lost, destroyed, or damaged customer articles.
  - 1. Premium Insurance includes one of the following remedies for lost, destroyed, or damaged customer articles:
    - iv. Repairing the item
    - v. Replacing the item with a similar item
    - vi. Making a cash settlement for the cost of repair or the current market replacement value
- B. Premium Insurance costs \$10.00 per each \$1,000.00 of declared value. (e.g. For a cost of \$100.00 customers can receive coverage for up to \$10,000.00.)
- C. Premium Insurance minimum is \$100.00 for \$10,000.00 of coverage.
- D. Premium Insurance will be charged on the final invoice whether or not a claim is made on the insurance.

### Section IV.03 Asset Protection Exclusions

- A. The following items and damages are excluded from Full Value Protection and Released Value Protection.
 

<ul style="list-style-type: none"> <li>Items packed by third-party shippers</li> <li>Items packed by anyone else other than Avancé</li> <li>Rare art pieces</li> <li>Antique Furniture</li> <li>Heirlooms</li> <li>Jewelry</li> <li>Alcoholic Beverages</li> <li>Furs</li> <li>Natural Fiber Garments</li> <li>Animal Hides</li> <li>Animal Trophy Mounts</li> <li>Damage caused by climatic conditions</li> <li>Mold &amp; Mildew</li> <li>Infestations</li> </ul>	<ul style="list-style-type: none"> <li>Pre-existing damages</li> <li>Electronics (any internal or mechanical component of any device)</li> <li>Plants</li> <li>Animals</li> <li>Grandfather Clocks Mechanical (includes pendulum, chimes, weights)</li> <li>Flat Screen TV’s</li> <li>Simulated Wood and Pressed Board Products</li> <li>Electrical &amp; Plumbing Connection &amp; Disconnection</li> <li>Appliances</li> <li>Hardwired Light Fixtures</li> <li>Fitness Equipment</li> <li>Piano Tuning</li> </ul>
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#### Section IV.04 Full Value Protection for a Job, Short-Term Project, or Short-Term Storage

- A. Full Value Protection for a Job, Project, or Short-Term Storage will be charged once on the final invoice.
- B. Coverage lasts for the duration of the Job, Project, or Short-Term Storage while the item(s) are in Avancé's custody.

#### Section IV.05 Full Value Protection for Long-Term Projects & Long-Term Storage

- A. Full Value Protection for Long-Term Projects and Long-Term Storage is charged on the 1<sup>st</sup> of every month.
- B. Coverage will automatically be renewed at the end of each 30-day period unless otherwise agreed in writing.
- C. Coverage will not be prorated for partial months.



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## Article V. TERMS & CONDITIONS

1. **Purchase Terms.** Pursuant to these Terms and Conditions (these "T&Cs") and the Avancé Customer Agreement in which these T&Cs are included (collectively with these T&Cs, this "Agreement"), Avancé Upscale Moving & Storage, LLC ("Avancé") shall provide, and you ("Client") shall purchase certain services (the "Services"). Client acknowledges and agrees that any estimates provided by Avancé are non-binding, and that the Services will be invoiced based on actual time, weight and/or volume (as applicable) based on Avancé's prevailing rates (including overtime or weekend rates, as applicable). All Services are subject to Avancé's availability.

2. **Disclaimer of Warranties.** Avancé has made no affirmation of fact or promise relating to the Services identified for purchase that has become any basis of this bargain. Avancé has made no affirmation of fact or promise relating to the Services being sold that created or amounted to an express warranty that the Services would conform to any such affirmation or promise. Any description of the Services in this Agreement is for the sole purpose of identifying the Services, and the description of the Services has not been made part of the basis of the bargain and has not created an express warranty that the Services would conform to any description made by Avancé. It is specifically agreed that the Services sold by Avancé are sold without any implied warranty, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose. The Services are sold on an "As Is" basis. This Section 2 shall survive the expiration or termination of this Agreement.

3. **Limitation of Liability.** Avancé is not responsible for and shall have no liability to Client for any manufacturing defects, prior damage or damage caused by third parties; any damage caused by climatic conditions (including, without limitation, any conditions in Avancé's warehouse) including but not limited to shrinkage, curing, expanding, melting or fading; natural inconsistencies or variances associated with materials, including but not limited to sisal, seagrass, wool, silk, linen and wood finishes; variances between product samples and delivered products, including but not limited to paint, wallpaper, fabric, carpeting, accessories, lighting, case goods and furnishings; or other qualities relating to goods. Avancé shall have no liability to Client with respect to this Agreement and/or the Services for consequential, punitive, exemplary, incidental or speculative damages including, but not limited to, damages for loss of business profits, business interruption, loss of business information or any other pecuniary loss, even if it has been advised of the possibility of such damages. Avancé's aggregate liability for any and all causes of action asserted with respect to its provision of the Services or its obligations under or related to this Agreement (under any and all theories whatsoever) shall not exceed the sum of the amounts actually paid by Client as consideration hereunder. The parties hereby agree that this Section 3 represents a reasonable allocation of risk and that Avancé would not provide the Services on the terms set forth herein but for such allocation of risk. Furthermore, Avancé shall have no liability to Client for acts or omissions of third parties to whom it may subcontract for certain of the Services or for factors outside Avancé's reasonable control, including but not limited to interruption of services, loss of business data or loss of profits. Additional exclusions apply as noted in this Agreement. Avancé will not disconnect any plumbing or electrical connections which shall be Client's responsibility. This Section 3 shall survive the expiration or termination of this Agreement.

4. **Payment.** All fees, expenses and applicable taxes for the Services to be provided by Avancé shall be payable as indicated in this Agreement. If not otherwise provided, all payments for Services shall be due and payable by Client to Avancé immediately upon Client's receipt of invoice therefor. Notwithstanding any provision of this Agreement to the contrary, if Client has

not timely paid any amount by when payment is due, then (a) such amount shall accrue interest at the rate of the lesser of 1.5% per month or the maximum lawful rate and Client shall reimburse Avancé for its collection expenses including but not limited to reasonable attorneys' fees, both of such shall be due immediately upon demand therefor; and (b) Avancé may at its option, and in addition to any other remedies to which it may be entitled, without limitation on such remedies, immediately suspend all Services until such time as all payments past due under this Agreement have been made in full.

5. **Representations, Warranties and Indemnification.** Client represents and warrants that it is the owner of all property provided to Avancé in connection with the Services. Client agrees that Avancé may identify Client as a client in any of its advertising or other promotional materials or activities. Client hereby agrees to indemnify and hold harmless Avancé (and its and its affiliates' respective officers, directors, managers, members, Clients, shareholders, employees, consultants, contractors, representatives, attorneys, and agents and the successors, heirs and assigns of all of the foregoing) from and against any and all losses, damages, liabilities, fees, costs, fines, penalties and expenses (including without limitation, legal fees and expenses and costs of investigation) (collectively, "Damages") that Avancé may incur as a result of Client's breach of any covenant or representation or warranty contained herein. Client further agrees to pay such Damages as they come due to Avancé. The representations, warranties and right to indemnification provided by this Section 5 shall survive the expiration or termination of this Agreement.

6. **Non-solicitation of Avancé's Employees.** During the term of this Agreement, and for a period of 12 months after this Agreement expires or is earlier terminated by either party hereto, Client shall not solicit the employment of, employ, or contract with, any of Avancé's then-current personnel with whom Client had contact under this Agreement. This Section 6 shall survive the expiration or termination of this Agreement.

7. **No Waiver.** No failure or delay by Avancé in exercising any right, power or privilege given by any provision of this Agreement shall operate as a waiver of the provision. Additionally, no single or partial exercise of any right, power or privilege shall preclude any other or further exercise of that or any other right, power or privilege.

8. **Governing Law; Jury Waiver.** The laws of the State of Texas shall govern this Agreement, without giving effect to any choice of law or conflict of law principles that would result in the application of the law of another jurisdiction. The state or federal courts situated in Dallas County, Texas shall have exclusive jurisdiction over any dispute arising under or relating to this Agreement, and Client agrees to and shall be subject to service of process and personal jurisdiction therein. CLIENT HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. This Section 8 shall survive the expiration or termination of this Agreement.

9. **Notices.** Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be delivered personally by hand; sent by certified U.S. mail; sent by facsimile transmission or electronic mail; or delivered by overnight or similar delivery service, fees prepaid, in each case addressed to the party to whom such notice is to be given. All notices given under this Agreement shall be deemed received the earlier of actual receipt or three (3) calendar days after deposit in the United States mail if sent via certified mail, on the date of actual delivery if sent via overnight courier, and



on the date of actual transmission or delivery if sent via facsimile transmission or electronic mail or if delivered personally.

10. **Force Majeure.** Avancé shall not be liable for any delays in or failure to perform any of its obligations hereunder due to any causes or contingencies beyond its reasonable control including without limitation, fires, accidents, Acts of God, war, strikes or other labor disputes, pandemic, governmental actions, orders, or regulations, and any and all other similar matters beyond the reasonable control of Avancé. Nothing in this Section 10 eliminates Client's obligations to make, or extends the due date(s) for, payments for Services due to Avancé under this Agreement.

11. **Remedies.** No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and in addition to every other remedy given hereunder, now or hereafter existing at law or equity or by statute or otherwise.

12. **Entire Agreement.** Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Further, each party agrees that this Agreement constitutes the complete and exclusive agreement between the parties with respect to the matters contained herein, and that such Agreement supersedes and replaces all other documents including, without limitation, oral or written agreements and all other communications between the parties relating to the Services to be provided hereunder. Except as provided in Section 20 below, this Agreement may only be amended or modified in a writing signed by both Avancé and Client.

13. **Severability.** If any part of this Agreement is found to be prohibited by law, the remainder shall remain fully valid and enforceable.

14. **Counterpart Execution.** This Agreement may be executed in multiple counterparts, which shall have the same force and effect as an original. This Agreement may be electronically executed and delivered by the parties.

15. **Successors and Assigns.** This Agreement shall be binding on, and shall inure to the benefit of the parties' respective heirs, successors and permitted assigns, if any. Client may not assign this Agreement or its rights or obligations under this Agreement without first obtaining the written consent of Avancé, such consent not to be unreasonably withheld, provided that if Avancé approves any such assignment then Client shall remain jointly and severally liable for all obligations of the assignee under this Agreement notwithstanding any such assignment.

16. **Construction of Agreement.** Each party has participated fully in the drafting, review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement.

17. **Termination.** Unless otherwise agreed in writing by the parties, this Agreement may be terminated by either party by providing at least 30 days' prior written notice to the other party, provided, however, that this Agreement may be terminated by Avancé at any time for any breach of this Agreement by Client that is not cured within 10 days of Client's receipt of written notice specifying the breach. In the event that this Agreement is terminated for any reason, Client shall pay to Avancé immediately upon demand therefore an amount equal to the full outstanding balance due as of the date of such termination. The provisions of this Section 17 shall survive the expiration or termination of this Agreement.

18. **Security Interest.** In addition to the statutory warehouseman's lien, Client hereby grants to Avancé a valid security interest in all of Client's personal property that is presently, or may hereafter be, in Avancé's custody and all proceeds thereof. This lien secures payment of all sums of money becoming due hereunder from Client and payment of any damages or loss that Avancé may suffer by reason of the breach by Client of any covenant, agreement, or condition contained in this Agreement. Client's property may not be removed

from Avancé's facilities until all arrearages and other sums of money then due to Avancé have been paid in full. Upon the occurrence of a default by Client hereunder, Avancé may, in addition to any other remedies provided in this Agreement or otherwise available to it, take possession of any and all Avancé's property within Avancé's custody, without liability for conversion, and sell the same at public or private sale, with or without having such property at the sale, after giving Client reasonable notice of the time and place of any public sale or of the time after which any private sale is to be made. At any sale, Avancé or its assigns may purchase Client's property. Without intending to exclude any other manner of giving Client reasonable notice, the requirement of reasonable notice will be met if such notice is given in the manner prescribed in this Agreement at least 10 days before the time of sale. The proceeds from any such disposition, less any and all expenses connected with the taking of possession, holding, and selling of Client's property (including reasonable attorneys' fees and legal expenses), will be applied as a credit against the indebtedness secured by the security interest granted in this section. Any surplus will be paid to Client or as otherwise required by law and Client must immediately pay any deficiencies. Avancé may at any time record a financing statement in form sufficient to perfect the security interest of Avancé in Client's property and proceeds property under the provision of the Uniform Commercial Code (or corresponding state statute or statutes) in force in the state of Texas, as well as any other state the laws of which Avancé may at any time consider to be applicable. Nothing in this paragraph or elsewhere in this Agreement shall limit Avancé's rights and remedies with respect to any property deemed abandoned under Texas law or otherwise.

19. **Headings.** The headings contained in this Agreement have been inserted and used solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.

20. **Updates to this Agreement.** AS AVANCÉ'S SERVICES EVOLVE, THE TERMS AND CONDITIONS UNDER WHICH AVANCÉ OFFERS SERVICES MAY PROSPECTIVELY BE MODIFIED AND AVANCÉ MAY CEASE OFFERING ANY SERVICES UNDER THE TERMS UNDER WHICH THEY WERE PREVIOUSLY OFFERED. AVANCÉ RESERVES THE RIGHT, AT ANY TIME, TO CHANGE ITS TERMS (INCLUDING, WITHOUT LIMITATION, PRICES AND BILLING METHODS) FOR SERVICES SOLD, EFFECTIVE AS OF 30 DAYS AFTER WRITTEN NOTICE TO CLIENT. CLIENT AGREES THAT AVANCÉ MAY NOTIFY CLIENT OF CHANGES IN PRICING, BILLING METHODS OR ANY OTHER TERMS OF THIS AGREEMENT BY EMAIL SENT TO CLIENT'S MOST CURRENT EMAIL ADDRESS IN AVANCÉ'S RECORDS. CLIENT'S USE OF THE SERVICES MORE THAN 30 DAYS AFTER ANY SUCH NOTICE CONSTITUTES CLIENT'S GOING FORWARD AGREEMENT TO SUCH CHANGED TERMS. IN THE EVENT ANY NOTICE TO CLIENT OF NEW, REVISED OR ADDITIONAL TERMS IS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE INSUFFICIENT, THE TERMS OF THIS AGREEMENT IN EFFECT IMMEDIATELY PRIOR TO SUCH MODIFICATION SHALL CONTINUE IN EFFECT UNTIL SUFFICIENT NOTICE TO ESTABLISH A MODIFICATION TO THIS AGREEMENT OCCURS. CLIENT CAN REJECT ANY NEW, REVISED OR ADDITIONAL TERMS BY DISCONTINUING ITS USE OF THE SERVICES WITHIN 30 DAYS OF THE DATE OF NOTIFICATION THEREOF.

21. **Relationship Between Parties.** The parties hereto acknowledge and agree that Avancé will provide all Services hereunder as an independent contractor where the means, manner, and method of performing the treatment and services are within the control of Avancé. No party shall have the right to bind any other party or to transact any business on behalf of any other party, unless specifically authorized in writing by the parties. Nothing contained in this Agreement shall be construed as creating an employer/employee or any other similar relationship between Client and Avancé.

22. **Severability.** Should any provision of this Agreement for any reason be declared invalid, void or unenforceable by a court of competent jurisdiction, such adjudication shall in no way affect any other provision of this Agreement



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or the validity or enforcement of the remainder of this Agreement, and the provision affected shall be curtailed only to the extent necessary to bring the Agreement within the applicable requirements of the law.



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## **Article VI. ADDENDUM A: SERVICE DEFINITIONS**

**Transportation Services:** are any in the field services including but not limited to loading, delivery, installation, assembly, staging, moving, packing, unpacking, and decorating.

**Interstate Transportation Services:** any transportation service that is over 60 miles from Avancé warehouse (3522 La Reunion Pkwy, Dallas TX 75212) is subject to interstate transportation prices. Interstate transportation services include all of the same prices as local transportation services plus crew expenses, fuel surcharge, equipment usage, and any necessary permits.

**Job:** any transportation service that lasts less than or equal to 4 hours (half a day).

**Project:** any transportation service that lasts more than 4 hours (half a day).

**Short-Term Project:** any Project that lasts no more than 30 days.

**Long-Term Project:** any Project that lasts more than 30 days.

**Short-Term Storage:** any Storage that lasts no more than 30 days.

**Long-Term Storage:** any Storage that lasts more than 30 days.

**Project Coordinator:**

**Inspection:** only include apparent shipping damages not manufacturer's natural inconsistencies, item variances, variances of product samples and delivered products or quality of items.

**Avancé's Custody:** after Avancé receives the item until the item is delivered to a customer's home or is loaded out at the warehouse to a third-party's or customer's vehicle.

**Packing Material:** will be estimated before the job begins, and any additional packing material used will be added to the final invoice.

**Accessorial Pricing:**

**Special Equipment & Hardware:** includes anything that Avancé does not provide to properly install customer's items. Avancé provides basic hanging hardware for art, furniture pads, and any standard hand tools and equipment to complete the job. Special equipment and hardware pricing will be applied to the final invoice.

**Custom Cartons & Crates:** specially manufactured boxes or wooden crates that are designed to fit customer's specialty items. Pricing is based on the customer's item to be crated.

**Warehouse Services:** any services that take place at the Avancé warehouse including but not limited to standard storage, receiving, priority receiving, returns, processing & warehouse labor, load-outs, and disposal.

**Claim Services:** include furniture repair claims, and damaged/incorrect item returns. Claim services do not include Amazon, FedEx, UPS, or USPS returns.

**Customer Requests:** any additional services that a customer might require can be discussed and will be estimated before the job begins.

All transportation, handling, storage, and additional services provided by Avancé are subject to this Agreement.

[Signature page follows.]



AVANCÉ  
MOVING & STORAGE

This Agreement is entered into and agreed to as of the date last set forth below by:

CLIENT:

AVANCÉ:

Name: \_\_\_\_\_

Avancé Upscale Moving & Storage, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_