

ZIPPY SHELL RULES, POLICIES AND FEES version 1.2

THIS DOCUMENT OUTLINES IMPORTANT ASPECTS OF ZIPPY SHELL INCORPORATED MOVING SERVICE

The following additional rules, fees, costs, expenses and penalties may apply to the Services provided under the Container Agreement as set forth in the [Zippy-Shell-Interfranchise-Agreement](#). Prices are subject to change without notice. Terms used herein but not otherwise defined shall have the respective meanings provided for in the Container Agreement.

The Service: Zippy Shell Incorporated coordinates delivery of a storage container to the Customer's requested location and then re-delivers the container to the Customer's new location. The delivery method may vary depending on the service provider in Customer's local market. The methods include an enclosed shell, a trailer on wheels, and a box truck. This service may involve interstate transit of the Customer's container by a third party freight company which moves the Customer's container from an origin facility to a destination facility, prior to final delivery to the Customer's end destination. In certain markets, Zippy Shell may use 3rd party moving partners to deliver said storage container(s) to and from your residence, where loading/unloading could be included in the cost of the move.

Container Weight Capacity :

Zippy Shell Container (6'5" W x 6'5" H x 15'8" L): 5500 lbs.

Onsite Container (6'10" W x 7'2" H x 8'2" L): 4000 lbs.

Onsite Container (7'7" W x 7'6" H x 15'10 L): 6000lbs

Appointments, Scheduling and Permits: Container delivery/pick-up may be scheduled between 6 am and 11 pm daily with the exception of Federal holidays, and in some markets on Sundays. Furthermore, in some locations, there may be additional fees for delivery/labor on Saturdays or Sundays (where available). All appointments are scheduled based on appointment type and availability and are subject to change. While every attempt is made to adhere to pick up and delivery times, they should be seen as

an estimate only. It is the Customer's responsibility to ensure that all required parking and other permits are acquired. The Customer will be responsible for any parking fines related to the service delivery.

Service Area: The Customer's address must be in a Zippy Shell Service area, or in the service area of our 3rd party service partner. Additional Fees and Charges may apply depending on the service area and will be reflected in the original Total Price in your emailed quote. Any changes to delivery area may cause additional charges or may not be possible if outside of the Zippy Shell service area.

For Self-Loading, Self-Unloading, and or Self-Packing: The Customer is responsible for loading/unloading and packing of the container. Any damage to the goods due to incorrect loading or packing is solely the responsibility of the Customer. Zippy Shell assumes no liability for damage incurred to goods because of improper packing, loading or unloading if executed by the Customer or the Customer's self-recruited or hired labor crew. **Zippy Shell strongly encourages its customers to use the proper packing supplies to properly load your items into the container.**

For Loading and Unloading Services:

In certain markets, Zippy Shell may provide loading and unloading assistance for long-distance moves. The service does NOT include assembly or disassembly of items. The service also does NOT include supplies such as tie downs, boxes, or blankets. If you have loading services, you should be packed and ready to move before your loaders arrive. Organize your items, label your boxes, and disassemble furniture to maximize space in your storage container. Acceptance is required prior to commencement of the Service.

ADDITIONAL FEES/BILLING:

Facilities and Long-Term Storage: All storage is performed by third party independently owned and operated franchisees, corporately owned locations and in certain cases 3rd party service partners (the "Storage Network"). Customer may read through the terms and conditions of storage in the [Container Agreement](#)

Storage in Transit: Your storage date begins the date your container is delivered. Monthly storage charges will occur monthly on that same day until your container is returned. Customer will be charged \$239.00 per month (plus any applicable sales tax). Customer will be quoted this rate upon booking; however, this rate may change.

Destination Shipping: Once the Customer's container has been picked up at origin, Zippy Shell reserves the right to ship to the destination facility any time prior to the estimated delivery date. During this time, access to Customer's container may not be possible, or the Customer's container may no longer be at the origination facility. Zippy Shell reserves the right at its sole discretion to store the container at one of its Network Facilities.

Access to Storage Container(s): Zippy Shell reserves the right to store the Customer's container at either the Origin or Destination facility so local storage may not be available at all locations once the Customer's move service is initiated. Additionally, access to containers may not be available at all locations. If available, the Customer may access container(s) during normal business hours, provided that all rent and other charges have been paid in full. Hours and days of operation vary by location. You must schedule this with our Customer Care Team. Availability is at the discretion of the local facility. Fees can vary by facility, please discuss any fees with our assigned Customer Care Team when scheduling services.

Content Protection: Customer is not required to purchase Zippy Shells Content Protection Plan. For further information pertaining to the designated content protection plan(s) offered by Zippy Shell, please reference page 3 of your Customer Moving Agreement. More information pertaining to this plan can be found [here](#).

Payment Methods: Zippy Shell accepts credit card payment only.

Payment: Zippy Shell will collect 50% of your move balance two business days prior to your initial container delivery date. The remaining 50% will be billed once your moving container lands at the Zippy Shell destination warehouse, or on the 31st day after your initial origin delivery date, whichever dates come first. For your convenience, Zippy Shell will send you an email alert once your container lands at the destination warehouse.

Refunds: Credit balances will typically be refunded within 30 business days.

Cancellation Policies and Fees: If you cancel your Long Distance Move with Zippy Shell outside of 10 calendar days from your contractually scheduled origin delivery date, you will not be assessed a fee by Zippy Shell. If you cancel your Long Distance Move on the 10th calendar day, or at any time after the 10th calendar day from your scheduled origin delivery date, Zippy Shell may charge you a \$299.00 cancellation fee. Furthermore, if you cancel your Long Distance Move with Zippy Shell on the day of origin services, Zippy Shell is entitled to keep all fees collected at the time of cancellation.

Transportation Period: Transit time is defined as the amount of business days it will take for your container(s) to land at the destination warehouse and will vary based upon the total mileage for your long distance move. The quoted transit time is an estimate and can vary for situations that include but, are not limited to seasonality, inclement weather conditions, road closures, driver shortages, and or dry van break downs or failures. You can identify your individual transit time by going to your Long Distance Moving Agreement.

ADDITIONAL FEES AND CHARGES:

Additional Taxes and Fees: Taxes may apply to the cost of your move or certain ancillary services provided or purchased. If diesel fuel prices are above \$3.00/gallon at the time of your move, this may increase your moving cost based on the mileage of your move through a transportation subsidy. The transportation subsidy will be based on the difference of the DOE National Average for a gallon of diesel

at the time your container is moved; the adjustment will be \$0.01 a mile per container for every \$0.05 change in the price per gallon of diesel fuel. The transportation subsidy will also take into account our actual transportation costs at the time of your move compared to our transportation costs at the time of your order. You will also incur a container repositioning fee equal to \$0.05 per container mile of your move. We also reserve the right to charge other fees, including but not limited to an administrative fee, personal property fee, regulatory license fee or another recoupment fee (none of which are taxes). This Order Confirmation is a part of your Rental Agreement.

Supply and Demand: Zippy Shell ships household goods using a network of Zippy Shell franchisees, commercial freight carriers, contracted carriers/brokers, and or freight drivers contracted by Zippy Shell. These companies issue the Bill of Lading and are therefore the shipper and carrier of your goods. You acknowledge and agree that any contractual agreement with respect to your loaded containers and goods contained therein are the responsibility of that carrier. You further acknowledge and agree that you shall not bring any action, claim demand or otherwise against Zippy Shell that concern, refer and/or relate to these services. Additionally, In the commercial freight industry there are times, like during natural disasters (i.e....hurricanes, tornadoes), where the supply of freight vans and drivers, are limited due to disaster recovery relief efforts. During these times, rates increase by as much as 40%. In the event this were to occur, Zippy Shell will notify the consumer prior to shipping date, and invite the consumer to pay the additional freight expense in order to move their household goods in both a timely and cost-effective manner. It is acknowledged and agreed that Zippy Shell is not responsible or liable in any way resulting from shipping delays that are directly caused by natural disasters and or diesel rate increases nationally.

Charging of Additional Fees - \$500.00 Or Less: In the event that there are additional fees added to your original moving quote, Zippy Shell reserves the right to charge your credit card in the amount of \$500.00 or less. If there are fees in excess of \$500.00, Zippy Shell will request written consent from you to apply said additional charges.

Late Fee: In the event that the Customer fails to pay the Monthly Rental Fee by the applicable Monthly

Rental Fee Due Date, the Customer shall incur a late fee of \$15.00 on each such occurrence and the Customer will be responsible for all of Zippy Shell's costs of collections including, but not limited to, court costs, filing fees and attorneys' fees.

Declined Payment: In the event a Customer's transaction declines, the Customer will be notified immediately by the Customer Care Team. During that time the scheduled and agreed upon delivery date will be postponed until payment is collected. Zippy Shell may assess a missed payment fee in the amount of \$49.00.

Re-Scheduling Fee: Rescheduling requests may be subject to a rescheduling fee of \$99.00 per occurrence. In addition, if you reschedule your origin delivery date and or destination delivery date within 10 calendar days of the respective delivery date, Zippy Shell may charge a \$99.00 rescheduling fee for each occurrence/request. Rescheduling approval is at the sole discretion of the respective Zippy Shell location performing said services, and as a result, Zippy Shell reserves the right to deny a reschedule request for any reason.

Additional Origin/Destination Delivery Fee: If you change your delivery address or location and it is a further distance from your original scheduled address, you are obligated to pay any overage fees necessary to deliver the moving container to the new location.

Cancelled Drop-Off Fee/Pick Up Fee: In the event that a Provider is unable to deliver a container to the Origin or Destination location because of the conditions at the location (including, but not limited to, that the Origin or Destination Provider is unable to access the location or the location is deemed unsuitable for a container, or if the customer is not home to accept a loading/unloading service the Customer shall incur a Cancelled Drop-off Fee of \$150.00, and will be required to pay any labor expenses that Zippy Shell may incur as a result of drop off.

Extended Container Fee: In some facility locations, and with some Container types you may request permission to have your container longer than the allotted 3 business day window. This can be requested when you make your reservation or through the Customer Care Team. Availability and pricing is at the sole discretion of the local facility.

Prohibited Item Fee: In the event that a container contains Prohibited Items, the Customer shall incur a prohibited Item Fee of \$150.00 per container, plus any costs associated with the cost of removal of the item.

Re-Delivery Access Fee: The Customer may request permission to gain access to their moving container at a local facility location. This can be scheduled by contacting the Customer Care Team. Availability and accessibility is not guaranteed at each facility location. There will be additional fees for this service, and those fees vary by facility location.

Lost Key, Lock Break Fee: Zippy Shell provides you a lock and key with each dedicated moving container, or you may provide your own lock and key to be applied to your moving container. If there is an instance where you have lost your key, or your key is not accessible at the time of loading/unloading services, there will be a Lock Breaking Fee of \$149.00 per container.

Clean up Fee: In the event that the Customer does not leave the container empty and clean, the Customer shall incur a Cleaning Fee of \$149.00.

Lien Handling Fee: In the event that Zippy Shell commences a lien sale because the Customer is delinquent on the payment of any amounts under the Zippy Shell Documents, the Customer shall pay Zippy Shell a Lien Handling Fee of \$50.00, whether or not a lien sale occurs. In addition, the Customer shall pay all lien sale costs incurred by Zippy Shell and the Franchisees.

Additional Stops: Zippy Shell may accommodate you in making an additional stop during the pick up or drop off of your moving container. For in route stops, there is a fee of \$149 for said service. For out of route stops that are within a 25-mile radius of your original stop, Zippy Shell will charge you a fee of \$199.00. You have a maximum loading/unloading time of 1 hour at each additional stop. To

accommodate longer loading/unloading times, there may be additional fees applied. For additional stops that exceed 25 miles, you must contact your Customer Care Team for availability and pricing.

Stairs: \$75 per flight of stair, \$75 for an elevator, \$75 for long carry over 70 feet.