

MOVING SERVICES AGREEMENT

This Moving Services Agreement (the "Agreement") is dated as of _____, 20____, by (the effective date) and between _____ ("Contractor") and the Town of Cicero, Illinois an Illinois Municipal Corporation ("Client") (collectively the "Parties").

The Parties agree as follows:

- 1. SERVICES:** Contractor will perform the following moving services in a first class manner and highest commercial quality and industry standards (collectively, the "Services"):

Origin Services

- Packing of all client possessions as listed on Exhibit A (*attached hereto and incorporated herein*).
- Disassembly of furniture pieces: as set forth on Exhibit B (*attached hereto and incorporated herein*).
- Loading of client possessions at Origin

Transportation Services

- Transportation of client possessions from 4937 West 25th Street, Cicero, Illinois 60804 ("Origin") to 4949 West Cermak Road, Cicero, Illinois ("Destination").

Destination Services

- Unloading of client possessions at Destination
- Reassembly of an disassembled furniture pieces at the Destination.

Other Services

- Other: All other services as set forth on Exhibit C (*attached hereto and incorporated herein*).

- 2. TIME OF COMPLETION:**

- The Origin Services shall be performed on _____, 20__. Client's possessions shall be delivered, and Destination Services shall be performed by Contractor on _____, 20__. The Origin Services shall be performed between the hours of _____ a.m. and _____ p.m. The Destination Services shall be performed between the hours of _____ a.m. and _____ p.m. Time is of the essence with this Agreement.

3. EQUIPMENT:

- Contractor shall provide trucks or other vehicles sufficient to perform the Services in a professional manner. Contractor shall also use and provide all necessary equipment to perform the services in a first class manner. All costs for equipment and fuel are incorporated in the purchase price below.

4. PAYMENT:

- Client shall pay Contractor for the Services the sum of _____ United States Dollars (\$_____). The payment(s) shall be paid by negotiable instrument or wire transfer payable from the Client to the Contractor.

5. OTHER EXPENSES: Client shall reimburse Contractor for the following expenses only: Those items specifically set forth on exhibit D (*attached hereto and incorporated herein*). All other costs and expenses are incorporated in the P.P and set forth in the purchase price.

6. INSURANCE: Client may purchase insurance from Contractor covering the condition of Client's possessions while they are in Contractor's custody, pursuant to standard terms for the issuance of insurance for an Agreement of this nature.

7. TERM:

- The term of this Agreement shall begin on _____, 20____, and shall expire on _____, 20____.

8. NOTICES: Any notice required to be given to either Party under this Agreement shall be sent via registered U.S. Mail to the appropriate address below:

If to Client:

If to Contractor:

9. GENERAL PROVISIONS:

- (a) All work shall be completed in a professional and workmanship like manner, and if applicable, in compliance with all building codes and other applicable laws.
- (b) To the extent required by law all work shall be performed by individuals duly licensed and authorized by law to perform the work.
- (c) Contractor warrants that it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees.

- (d) In the event Client shall fail to pay any periodic or installment payment due hereunder, Contractor may cease work without breach pending payment or resolution of dispute.
- (e) Time is of the essence of this contract.
- (f) Contractor is an independent contractor and not an employee of Client.
- (g) Any changes to this document must be signed by both Contractor and Client.
- (h) This Agreement shall be construed in accordance with the laws of the state of Illinois.
- (i) Neither the Client nor the Contractor may assign this Agreement without prior written consent from the non-assigning party.
- (j) The headings of the sections herein are for convenience only, and shall not affect the meaning of the provisions of this Agreement.
- (k) This Agreement constitutes the entire agreement between the Client and the Contractor, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF the Parties have executed this Agreement on the date first written above.

CLIENT:

CONTRACTOR:

Signature

Signature

Name (please print)

Name (please print)

Title (if applicable)

Title (if applicable)

Date

Date