

IN THE CIRCUIT COURT OF THE 17TH JUDICIAL
CIRCUIT, IN AND FOR BROWARD COUNTY,
FLORIDA

SUPERIOR MOVING & STORAGE,
INC., a Florida corporation,

Plaintiff,

v.

ELYSSA SANDBRAND a/k/a
ELYSSA KAPP and RICHARD
KAPP

Defendant.

GENERAL CIVIL DIVISION

CASE NO.:

COMPLAINT

Plaintiff, SUPERIOR MOVING & STORAGE, INC., by and through its undersigned counsel, sues **Defendant, ELYSSA SANDBRAND a/k/a ELYSSA KAPP and RICHARD KAPP (“Kapp”)**, and states:

NATURE OF THE ACTION

1. This is an action for damages in excess of \$15,000 for defamation, and therefore within the jurisdiction of this Court.

THE PARTIES

2. Plaintiff, SUPERIOR MOVING & STORAGE, INC. (“Superior”), is a Florida corporation organized and existing under the laws of the State of Florida.

3. Defendants, Kapp, are individuals residing in Broward County, Florida who contracted with Plaintiff to move household goods within Broward County.

JURISDICTION AND VENUE

4. This Court has personal jurisdiction over the Defendant inasmuch as they are residents of the State of Florida.

5. Venue is proper in Broward County, Florida as the Defendants are resident of Broward County, Florida.

6. Superior is a licensed and insured moving company that provides local and long distance moving services for both residential and commercial businesses. It also offers storage services in a fully air conditioned and secure storage facility.

7. On or about April 2015, Superior and Kapp executed a Guaranteed/Binding Estimate (the "Estimate") for a residential move.

8. Thereafter, Defendant executed the following documents:

- a. South Florida contract for Services/Bill of Lading (the "Bill of Lading");
- b. Consumer Disclosure, declining additional valuation insurance coverage;
- c. Inventory Options declining a written inventory;
- d. A "Welcome to Your New Home" form.

Copies of each of the documents is attached as composite Exhibit A

9. Pursuant to the Contract, Superior performed the move in accordance with the parties' agreement.

10. Despite the fact that Superior fulfilled its contract, the Defendants have been defaming Superior in online postings. Defendants, through the Yelp account of Elyssa S. published the following false statements about Superior: "One of the movers was an extremely disrespectful male chauvinist and should not have a job interacting with women." "These guys didn't care what the boxes said! They were turning fragile boxes upside down. They threw a box that said "fragile heavy plates" and sure enough EVERY SINGLE PLATE got broken on the side the box landed on." "Their complete and total gross negligence is evident in how our property was damaged. I actually think the chauvinist WANTED to damage our furniture,

property and house. It seems impossible that everything would be damaged without extreme gross negligence and intended ill will.”

11. Each and every one of the above statements is false.

12. Superior has been required to retain the undersigned counsel to represent it in this action and is obligated to pay said counsel a reasonable fee for services rendered.

13. As a direct and proximate result of the foregoing false statements, Superior has been damaged.

WHEREFORE, Plaintiff, Superior, respectfully demands judgment in its favor against Defendants, Kapp, for compensatory damages, special damages including lost profit and revenue, attorney’s fees pursuant to the Contract, and such additional relief as this Court deems just and proper.

JURY DEMAND

Plaintiff demands trial by jury of all claims so triable.

MICHAEL B. MANES, P.A.
Attorney for Plaintiff
950 S. Pine Island Rd., A-150
Plantation, FL 33324
Telephone: (954) 523--1844
Email: michael@maneslegal.com

By: /S/
Michael B. Manes
Florida Bar # 372684

USDOT #837931
MC #370277

SUPERIOR

Florida Mover Reg No. IM492
Broward Reg# 22

MOVING & STORAGE

2055 BLOUNT ROAD • POMPANO, FL 33069
(954) 978-9999 • (561) 740-7120 • (800) 992-2978
Fax (954) 917-2645



Guaranteed / Binding Estimate

Visit us @ www.asuperiormove.com

Customer: RICK CAPP

Date: 04/06/2015
S0023.100/00446

Ref by: MAILER

D/Move:

Time:

AM PM

D/Confirmed:

Valuation Type: BASIC

Phone (home):

Fax:

Phone (work):

Cellular or Pager:

Moving From:

Appt

Block

[Redacted Address]

Truck Access: 75 FEET OR LESS

75 FEET OR LESS

Moving To:

HOUSE

FLOOR 1

11165 WATER CREST CIRCLE

PARKLAND

FL 33076

Street Address

"WATERCREST"

Extra Pick Up / Delivery:

NONE

Estimate Guaranteed based on attached survey:

Yes No

* AT NO COST! SUPERIOR MOVING WILL STRETCH/PLASTIC-WRAP ALL LARGE UPHOLSTERED FURNITURE. SUPERIOR MOVING WILL ALSO TRANSPORT ALL MATTRESSES IN A PREMIUM GRADE MATTRESS BAG.

Total Estimated Boxes:

50 - 55

Wardrobe Sales:

Rentals: 5

Optional Services:

Packing by Movers: NONE - CUSTOMER TO PACK ALL BOXES

SUPERIOR TO WRAP AND PAD ALL FURNITURE.

GAS, LABOR, TAPE, PADS AND ALL FEES ARE INCLUDED IN FLAT RATE.

* LONG DISTANCE GUARANTEED PRICE BASED ON DIRECT SHIPMENT. NO STORAGE OR DELAYS.

Mover's Dis/Re-Assemble Furniture Customer Dis/Re-Assemble Furniture

Storage (air conditioned) \$ N/A per month

Guaranteed Price \$ 1100.00 - FLAT RATE MOVE

Options: 70.00 DOLLARS EXTRA IF CUSTOMER WANTS 9 WARDROBE BOXES.

* Our Blue Ribbon Service assures you that our courteous, professional moving personnel will pad-wrap all your furnishings for protection during transport and treat your valued possessions with care! Be an educated consumer when choosing a storage facility. We suggest you take the time to visit the facility, confirm that it is truly air conditioned, not just "climate controlled" - There is a big difference in our humid, South Florida climate. Superior Moving offers a fully air conditioned, secured storage facility to assure your items will remain safe and in good condition. We encourage and invite you to visit our facility at anytime. This estimate is valid for 60 days, unless authorized in writing by a company representative

NOTES:

Estimate Guarantee Based On: Above information being accurate Pertains only to items / services listed above
All loose and/or miscellaneous items must be boxed & organized Elevators & loading areas reserved for Mover's sole use

Customer Signature

LUIS OLIVA - IN-HOME EST.

Carrier Representative

REGISTRATION # 8
BROWARD #22

SOUTH FLORIDA CONTRACT FOR SERVICES/BILL OF LADING SUPERIOR MOVING & STORAGE, INC.

JOB NO.
01000.100/09940

USDOT #837931
MC #370277

2055 BLOUNT ROAD
POMPANO, FL 33069
(954) 978-9999
www.asuperiormove.com

*SUPERIOR MOVING & STORAGE IS
REGISTERED WITH THE STATE
OF FLORIDA AS A MOVER.*
REGISTRATION NO. IM492

COMM. ACCT. NO.	LOT NO.	DATE	EST.
		05/28/2015	LOUIS OLIVA



<input checked="" type="checkbox"/> C.O.D.	<input type="checkbox"/> BILL	<input type="checkbox"/> PREPAID	PACKING DATE	PICKUP DATE(S)	DELIVERY DATE	VAN NO.	DRIVER
			-	6/6	-	23	Maris



TIME BASIS AND SERVICES			
MOVING RATE	1	VANS	MEN @ \$ PER HOUR
TIME RECORD (WORKING TIME)		TOTAL WORKING HOURS	
START	8:45 AM	<i>[Signature]</i>	
FINISH	4:04 PM	<i>[Signature]</i>	
TIME OFF			(4) HOURS MINIMUM
MOVING	_____ HOURS @ \$ _____	PER HOUR	990.00
OVERTIME	_____ HOURS @ \$ _____	PER HOUR	
TRAVEL TIME	_____ HOURS @ \$ _____	PER HOUR	

DECLARATION OF VALUE: The Customer hereby declares the value of all goods, including the contents of containers received or transported, or later received and/or transported for the Customer, as set forth below. Such value to be the agreed value for all purpose whatsoever: **EITHER A or B**

A. I hereby declare the value of the goods tendered to the Company to be \$ 60 cents per pound per article, and agree to the Company's limited liability as set forth in Section 1.

Signature _____

"By signing this form, you are waiving certain valuable coverage which protects your possessions above the minimum amounts set by law. Please read carefully."

B. I hereby declare the value of the goods deposited with the company to be \$ _____ and agree in the alternative to the limitation of the Company's liability as set forth in Section 1, Subdivision (A) & (C) on the reverse side hereof and agree to pay the additional valuation charge of \$ _____ per hundred dollars of valuation. If not weighed, a constructive weight, based upon seven pounds per cubic foot, will be used in addition to the foregoing. If the shipment contains any article, the value of which is in excess of \$ 1,500.00, such item(s) and its (their) value(s) must be listed on this contract, and such declaration will be in addition to the above declared value. Note: If declared value is ordered, Customer must declare full sound value of shipment. If being understood if the amount declared is less than actual value, the Customer will be covaluator with the Company. The Customer or their agent signifies they have read, understood and agree to the above terms.

Signature No Deductible (_____) initial \$250 Deductible (_____) initial \$500 Deductible (_____) initial

WEIGHT BASIS AND SERVICES			
GROSS	9723	TARE	NET 9723 RATE
TRANSPORTATION	_____ MILES		4
ADD'L TRANSPORTATION CHARGE			
EXTRA PICKUPS OR DELIVERIES	NO. _____		
ELEVATOR OR STAIRS CARRY			
PIANO HANDLING	LOWER OR HOIST		
EXTRA LABOR	_____ MEN @ \$ _____	PER HOUR	
STORAGE			
STORAGE VALUATION			
TRANSIT OR DEPOSITORY VALUATION			
OTHER CHARGES	Fuel		
TAPE	ROLLS X \$ 3.00	PER ROLL	
	Credit Card Fee		

PLEASE READ CAREFULLY:
THIS CONTRACT FOR SERVICE IS REQUIRED BY COUNTY ORDINANCE AND MUST INCLUDE THE TERMS AND COSTS ASSOCIATED WITH YOUR MOVE. IN ORDER FOR THE CONTRACT FOR SERVICE TO BE ACCURATE YOU MUST DISCLOSE ALL INFORMATION RELEVANT TO THE MOVE TO THE MOVER. COUNTY ORDINANCE REQUIRES THAT A MOVER RELINQUISH POSSESSION OF YOUR GOODS AND COMPLETE YOUR MOVE UPON PAYMENT OF NO MORE THAN THE SPECIFIED MAXIMUM AMOUNT DUE AT DELIVERY.

CONTAINERS				
	CUBIC FT.	QUANTITY	RATE	TOTAL
DISH PACKS OR BARRELS	5		25.00	→
CARTONS 18 X 12 X 12	15		10.00	→
CARTONS 18 X 18 X 18	3		12.00	→
CARTONS 18 X 18 X 24	45		15.00	→
PACKING PAPER		lbs.	\$ 15.00/10 lbs.	→
MIRROR OR PICTURE CARTON			25.00	→
WARDROBES: Rentals				→
WARDROBES: Sales			15.00	→
MATTRESS CTNS OR COVERS				→
CRATES			25.00	→
HGBR TARIFF S/C				110.00
Less Deposit Received:			200.00	BALANCE DUE 900.00

ACCEPTED FOR COMPANY: By Anthony Aglione
CUSTOMER: Please read the front and Signature, Owner or Authorized Agent
AT ORIGIN: Signature, Owner or Authorized Agent
Driver's Signature
AT DELIVERY: Signature, Owner or Authorized Agent

for Services.
DATE 05/30/2015
DATE 05/30/2015
DATE

See reverse side section 6 for claims filing information. Check, Money Order Traveler's Check OR Valid personal check, showing upon its face the name and address of shipper or authorized representative; OR Valid credit card (VISA or MasterCard). Payment in full of all charges is required before delivery.

Terms and Conditions

SECTION 1.

Liability of the Company: (a) Any fragile articles (articles susceptible to breakage or crushing) uncrated mirrors, marble, glass, glass tops, statues, as well as unboxed pictures, paintings. All dishes, china, glassware, ceramics, collectables, lamps, lampshades or any items in packed by owner boxes (PBO) will be held at .60 cents per pound liability. Full replacement valuation if chosen, will only apply to these items if both packed and un-packed by Superior Moving employees and shown as paid for packing and unpacking on the bill of lading.

The company is not liable for walls, floors, doors, ceilings, railings, stairs, landings, tiles, marble/wood flooring, carpeting and fixtures within and around the residence.

The company will not carry and/or be liable in any way for the loss or damage to currency, precious stones, documents, stamps, securities, species, silverware, jewelry, or any article of extraordinary value unless such article of value was agreed to in writing, and unless additional valuation charges are assumed by the customer, as indicated thereon.

The company shall not be charged with knowledge or the contents of the containers or the condition thereof.

The company shall be immediately notified of all claims for concealed and/or external damage in original package.

The company's liability shall not exceed the cost of repairing or replacing the property lost or damaged with materials of like kind and quality not exceeding the actual cash value of the property at time and place of loss with due allowance for depreciation or deterioration howsoever caused but in no event to exceed the released value as hereinafter set forth.

The carrier's liability with regard to sets or matched pieces shall be limited to repair or replacement whichever is less of the lost or damaged pieces only, and shall not extend to repair replacement or recovering the entire set, but in no event to exceed the released or declared value as indicated.

The company shall not be liable for loss or damage occurring after the property has been delivered to or received for by the consignee or shipper or the authorized agent of either. When the company is directed to unload or to deliver property (or render any services) at a place or places at which the customer or its agents is not present the property shall be at the risk of the customer after unloading or delivery.

Where the company is directed to load property from (or render any services at) a place or places at which the customer or its agent is not present the property shall be at the risk of the customer before loading.

(b) Should the customer not declare a specified value and not pay the additional valuation charge thereon then the customer hereby agrees to the company's limited responsibility as specified above in Section 1 (a) and as further set forth below in this subdivision (b).

Where the shipment has been released to the company at a value not exceeding \$.60 per pound per article as per declaration of value on the face hereof it is agreed that said property be moved packed shipped, forwarded, or otherwise handled with the company's liability specifically limited to \$.60 per pound per article. All of the said services specified herein in excess of the company's liability are assumed totally by the customer and said service over and above the company's liabilities are solely customer's responsibility with respect to any damage loss or delay for any reason whatsoever. The company shall be liable only for its failure to use ordinary care and then only on the basis of customer's declared valuation of the goods. The burden of proving negligence or failure to use ordinary care required by law shall be on the customer. The company will not be responsible with the respect to damage loss or delay caused by acts of God or the public enemy war insurrection strikes labor trouble, riots, fire, earthquake nature of the property or defects or inherent vice therein deterioration by time moths, termites or other insects, vermin rodents, wear and tear, leakage, fire or any cause beyond the company's control or any other cause unless such damage results from the company's failure to exercise the degree of reasonable care required by law of a reasonably prudent person.

The company is not responsible for the mechanical or electrical function or any article such as, but not limited to piano, radio, television set, barometer, refrigerator, phonograph, clock, air conditioner or other instrument or appliance whether or not such articles are packed or unpacked by the company.

(c) Where the shipment has been released to the company at a value in excess of \$.60 per pound per article as per declaration of value on the face hereof and in consideration of the additional charge for such valuation scheduled thereon it is agreed that the company will be responsible for all loss and damage to customer's property except as otherwise provided in Section 1 (a) above and except further that the company will not be liable for loss or damage caused by ordinary wear and tear, mildew, termites, vermin and other insects; rust fumigations, atmospheric conditions, natural deterioration, inherent vice or defect of the property or for loss or damage or delay contributed to or caused by the act or omissions of the customer or by acts of war or nuclear fission or strikes, labor disturbances, riots or by acts of God in the event of loss or damage for which the company has assumed liability as herein provided the company will pay customer for actual cash value of the property at the time of loss or damage or the costs to repair the property or to replace it with material of like kind or quantity whichever is less and provided however that in no event shall the company's liability for all loss and damage to customer's property exceed in total the value specified by the customer in writing on the declaration of value on the face hereof.

SECTION 2

Terms of Payment: The payments for services and other charges are due and payable on or prior to the day services are commenced. Charges for any services or materials are due and payable upon presentation of invoice if said charges are not paid when due interest at the maximum rate allowable by the laws of the State of Florida will be charged on all such unpaid balances. It is agreed between the Company and the Customer that a deposit for services to be rendered specified on the front portion of this Contract will be treated as liquidated damages and retained by the Company in the event Customer cancels or breaches this Contract for any reason whatsoever. Customer agrees that once they have presented payment to company they will not stop payment for any reason.

SECTION 3

Ownership of Goods: The Customer has represented and warranted to the Company has a lawful possession of a legal right and authority to tender all of the property herein described and that there are and will be no liens, mortgages or encumbrances on said properties superior or adverse to the legal right and authority of the Customer to contract for services, and if there be any litigation concerning the property, the Customer agrees to pay all storage and other charges together with costs and expenses, including reasonable attorney's fees which this Company may reasonably incur or become liable to pay in connection therewith. This Company shall have a lien on said property for all charges and for such costs and expenses. The Customer agrees to indemnify the Company with regard to any costs or expenses that

may occur including reasonable attorney's fees, with regard to a claim of ownership and/or possession made by any third party with regard to the goods specified herein.

The lien specified herein shall also cover legal expenses incurred in bringing or defending an interpleader action to determine the ownership and/or right of possession property specified in this Contract. The Company may, at its option, bring suit for reimbursement pursuant to the foregoing provisions without further foreclosing on its lien.

SECTION 4:

Company's Lien:

(a) It is agreed that the Company shall have a lien against any and all property tendered to it or heretofore or hereafter tendered to it, and on the proceeds from the sale thereof for all charges provided herein, including without limitation claims for moneys advanced storage, transportation, interest labor and all other charges or expenses in relation to said property or any part thereof, and also for Court costs, reasonable attorney's fees and other legal expenses incurred by the Company as a result of any litigation in which the Company may be involved in connection with the tendered goods as well as any and all other charges and expenses for notice and advertisement of sale of the property where default has been made also for all costs including court costs and reasonable attorney fees in collecting charges or enforcing this lien or caused for any controversy arising out of conflicting claims of ownership of any interpleader action arising from the bailment of the goods or defending itself.

(b) All goods upon which the Company has a lien, are subject to safe at public auction to satisfy any and all unpaid charges including interest herein above provided which charges are not paid when due plus the expense for preservation of the goods reasonable incurred in their sale after notice to the Customer and publication of the time and place of sale, as well as any legal expenses including reasonable attorney's fees, which may be necessitated by said sale.

(c) The lien upon any and all property tendered with the Company shall also include unpaid charges and expenses pertaining to property previously tendered with the Company regardless of whether said property has been delivered by the Company.

(d) The parties agree that in any safe conducted to satisfy the Company lien all property which is subject to the lien shall be sold, proceeds for sale in excess of charges secured by the lien plus the cost of preserving the goods and conducting the sale shall be remitted to the customer.

(e) The Company may at its option bring suit for reimbursement pursuant to the foregoing provisions without first foreclosing upon this lien.

(f) The Company shall have a further lien and may reserve other security interest property which has been or will be tendered to it to secure repayment of moneys and interest thereon advanced to a Customer or on Customer's account.

(g) The Company shall be presumed to have acted in good faith and in a reasonable and commercially acceptable manner when or if it seeks to enforce its lien pursuant to the appropriate provisions of the States Uniform Commercial Code and/or relevant Statutes.

SECTION 5

VENUE: In the event of any litigation arising out of, resulting from or related to, this contract and/or the moving, storage and/or possession of property by the Company, the parties both agree that venue shall lie in Broward County, Florida, and that the laws of the State of Florida shall govern. Further, in such event, the prevailing party shall be entitled to a reasonable attorney fee, court costs, and all other expenses incurred in such litigation.

SECTION 6

Interstate Moves:

In addition to all terms and conditions set forth herein, interstate move contracts are subject to all the rules, regulations, rates and charges in carrier's currently effective applicable tariffs, which are available for inspection at the location(s) specified by the carrier.

The carrier shall not be liable for delay caused by highway obstruction or fault of impassable highways, or lack of capacity of any highway, bridge or ferry, or caused by break down or mechanical defect of vehicles or equipment, or from any cause other than, negligence of the carrier, nor shall the carrier be bound to transport by any particular schedule, means, vehicle or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination.

SECTION 7

Time for Filing Claims:

The Company shall not be liable for the loss or destruction of or damage to the goods tendered hereunder, or any part thereof, unless claim is made in writing, supported by a paid delivery bill and filed with the Company within sixty (60) days after the date the goods are delivered, or demand thereof is refused. Unless otherwise modified in writing, by all parties hereto, notwithstanding the foregoing, the terms of the waiver of the descriptive written inventory, if any, shall apply.

Special Exception: Palm Beach County-Above applies with exception to consumers right of a period up to thirty (30) days after delivery of household goods to notify a moving company in writing of any claim, loss or damage. If a claim cannot be resolved in the next thirty (30) days, the moving company is required to provide a written explanation to the consumer of the status and reason for the delay. All claims must be resolved within ninety (90) days.

SECTION 8

Insurance—Benefits to Bailee. The Company or any party liable or account of loss or damage to any of the property tendered pursuant to the terms of this contract shall have the full benefit of any insurance that may have been affected upon or on account said property so far as this shall not avoid the policies or contracts of insurance PROVIDED that the Company reimburse the claimant for the premium payment thereon.

SECTION 9

Further Liability Restrictions: It is clearly understood that in undertaking the services specified herein the Company is not acting and shall not be deemed to be acting as a common carrier for any purpose whatsoever.

SECTION 10

Harmful Items: Any party directly or indirectly tendering to the Company any explosive or dangerous goods without previous full written disclosure to the Company of their nature shall be liable for and indemnify the Company against all loss or damage caused by such goods and such goods may be warehoused at Customer's risk and expense or destroyed without compensation.

SECTION 11

Entire Agreement—Severability: This agreement represent the entire contract between the parties hereto and cannot be modified except in writing signed by the Customer and an officer of the Company and it shall be deemed to apply to all property of any nature or description which the Company may now or at any time in the future pack or ship for the Customer's account.

If any paragraph or portion thereof is found to be unenforceable for any reason, it shall not affect the remainder of this Contract then said contract shall be fully enforceable and shall govern the rights and responsibilities of the parties.

Southeast Florida – Tri-County
Standard Household Moving Company

Company Name stamp/imprint
SUPERIOR MOVING AND STORAGE
2055 Blount Rd, Pompano Beach, FL 33069
Ph (800) 992-2978 Fax (954) 978-9999
asuperlormove.com

Consumer Disclosure

Broward Miami-Dade Palm Beach

- 1) "DO NOT" sign contract if the total cost of your move is not clearly shown. The current date and time must be included when you sign the contract.
- 2) "DO NOT" sign contract unless it is given to you PRIOR to wrapping, packing or loading your goods.
- 3) "DO" get a copy of contract immediately upon signing.
- 4) **FORM OF PAYMENT** – every moving company must accept at least two of the following payment methods:
 - Cash** (Includes cashier's check, money order or traveler's check)
 - Personal Check** (Must show imprinted name and address)
 - Credit Card** (Must include but not limited to VISA or MasterCard)

5) **VALUATION COVERAGE** – (You have two options - initial your choice)

Option 1 – **Standard Valuation Coverage: PLEASE READ CAREFULLY** - by choosing this Option you are waiving certain valuable coverage which protects your possessions above the minimum amounts set by law. If your goods become damaged or lost, the moving company may be required to reimburse you to a maximum amount of only sixty cents (\$.60) per pound/per article, considerably less than the average value of household goods. There is no additional cost or deductible for standard coverage. (Example: If you have a 5-pound table lamp worth \$300 and it is damaged or lost, you are only entitled to a maximum reimbursement of \$3).

Option 2 – **Additional Valuation Coverage:** Additional coverage is available to compensate you for goods lost or damaged at an amount closer to the declared or replacement value. The terms must be clearly defined in the contract you sign. **There is an additional cost*for this coverage.** The additional coverage may contain a negotiated deductible, which is disclosed as \$ _____. If a deductible applies, you are still entitled to the standard valuation coverage of \$.60 per pound as described in Option 1 above on the deductible amount.

I understand the total moving contract is \$ 1100⁰⁰. This includes all inventory, all inventory preparation, labor, transportation, packing materials/costs, storage and any additional valuation coverage. I understand that all household goods must be delivered and unloaded when the mover is paid this amount.

Customer's Signature _____ Date 6-6-15 Time Signed 9:20 AM
 Mover's Signature _____ Date 6-6-15 Time Signed 9 AM

If you have concerns about any move that began or ended in Broward, Miami-Dade or Palm Beach County and that has not been resolved by your moving company, please contact the consumer protection agency where your move ended.

County	Broward	Miami-Dade	Palm Beach
Agency Name	Consumer Protection	Consumer Services Dept.	Consumer Affairs Div.
Address	1 N. University Drive Plantation, FL 33324	140 West Flagler Street Room 902 Miami, FL 33130	50 South Military Trail Suite 201 West Palm Beach, FL 33415
Phone	(954) 765-4400	(305) 375-3677	(561) 712-6600 (Main) (888) 852-7382 (Boca/Glades - toll free)
Fax	(954) 765-5309	(305) 375-4120	(954) 712-6610
E-Mail	consumer@broward.org	consumer@miamidade.gov	consumer@pbcgov.org

This disclosure form must be provided to the customer with the written estimate. The form must be signed by the customer and the moving company prior to any work being performed. Original copy of this disclosure is to be given to the customer.

INVENTORY OPTIONS

INVENTORY: READ CAREFULLY

A WRITTEN INVENTORY WILL NOTE ANY ITEM (S) SUPERIOR MOVING & STORAGE WILL BE TRANSPORTING. THE INVENTORY WILL STATE BOTH THE EXACT AMOUNT OF ITEMS, AND THE EXACT CONDITION OF THE ITEMS BEING TRANSPORTED.

CUSTOMER WAS NOTIFIED Of their right to a descriptive written inventory of their items to be moved by Superior Moving & Storage. By signing this document customer either ACCEPTS or DECLINES a full written inventory of items to be transported. By declining the descriptive inventory it is the customers responsibility to inspect each item and note any damage/loss caused by Superior Moving & Storage on the contract for services at the completion of the move. CONTRACT MUST STATE DAMAGED/OR LOSS ITEMS. The contract for services section 7 allows a certain time period for filing claims. Superior Moving and Storage has no knowledge of pre-existing damages unless a full-completed inventory is performed before the move. In order for your claim to be processed, damages must be noted at the completion of the move, or noted on an inventory at delivery.

IF YOU DECLINE A WRITTEN INVENTORY, IT IS YOUR RESPONSIBILITY TO INSPECT YOUR ITEMS AND THE TRUCK AT THE COMPLETION OF THE MOVE.

I ACCEPT the written inventory and understand this will add additional time and cost to my move. \$ _____

SIGNED: _____

DATE: _____

~OR~

I DECLINE THE WRITTEN INVENTORY AND UNDERSTAND it is my responsibility to inspect all of my itmes and note and damages or loss on the con

SIGNE 

DATE: 6/16/15

Welcome to Your New Home

Please read the following IMPORTANT Information for Your Protection

Pursuant to Section 7 of your Contract for Moving Services you have 60 days to file a written claim for damages, with exception to Palm Beach County, wherein you have 30 days to file a written claim for damages.



PLEASE INITIAL HERE to confirm you have read and acknowledge the information contained in this paragraph

If you decline your right to a written, descriptive inventory at the beginning of this move, you are responsible to confirm all items have been delivered without damage and that no items are missing. In the unlikely event of damage or missing property, we will accept any claim submitted within county-mandated time guidelines. However, in order for us to recognize liability, if any items are damaged or missing, you must note all pertinent information on the lines provided below and/or on the back of this form, or your claim may be denied. By signing this form you confirm that all items were pad wrapped prior to transport and remained pad wrapped until delivery, as well as affirming you have inspected the truck to assure all items have been received and sustained no damage.

Notes:



PLEASE INITIAL HERE to confirm you have read and acknowledge the information contained in this paragraph

	Excellent	Good	Fair	Poor
Were you happy with your overall move?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Was our office polite, courteous and efficient?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Were the movers polite, courteous and efficient?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Additional Comments:

Signed:



Dated:

6/6/15