



THE REALTOR THAT REALLY **MOVES** YOU!!! *KellysIndyHomes, LLC*

Kelly takes the **“Stress”** OUT of Moving!



*List, Buy, or Build with Me, and I Really
Move You for **FREE!***

KELLY & CHER JOHNSON

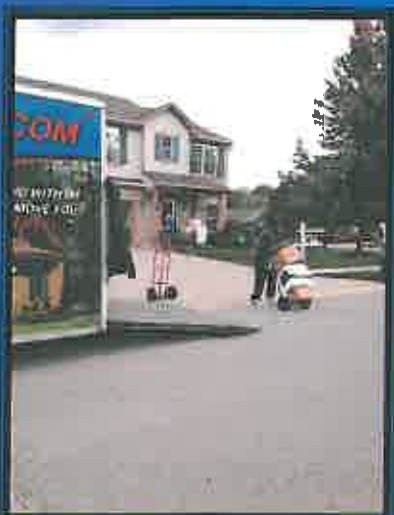
Proud Sponsor



Sit Back, Relax, and Let My Guys Do the Moving For You!

KELLYSINDYHOMES, LLC

LIST, BUY OR BUILD WITH ME, AND I **REALLY** MOVE YOU FOR **FREE!**



WAIVER AND RELEASE AGREEMENT
KELLY JOHNSON, LIST BUY OR BUILD WITH ME AND I WILL MOVE YOU FOR FREE
& REMAX LEGENDS GROUP

Please read carefully...

This is a release of liability and a waiver of certain rights, in consideration for receiving certain services from Kelly Johnson & Remax Legends Group; I agree to the following Waiver and Release:

I acknowledge that packing, loading, transporting and unloading property creates certain risks to my property and my person. In particular, property can be broken, dropped, scraped, torn, scratched, lost, etc., including risks to carpets and hardwood flooring, as well as risk of loss of cash, checks, bonds, jewelry, deeds, coin and stamp collections, alcohol, prescription medications, damaged to fur or items lined with fur, particleboard furniture, firearms and/or ammunition and plasma televisions.

Kelly Johnson and Remax Legends Group **STRONGLY RECOMMEND THAT YOU PERSONALLY MOVE ITEMS OF SIGNIFICANT MONETARY OR PERSONAL WORTH.**

Further, I could be physically injured by use of property damaged in the move, or through physical impact with furniture, boxes, or vehicles. I further understand that transporting home appliances or preparing them for use after transportation is dangerous and could result in injury or damages. In particular, appliances may be installed improperly and result in flooding, electrocution or fire.

Kelly Johnson **STRONGLY RECOMMENDS THAT YOU HIRE A PROFESSIONAL SERVICE PROVIDER TO INSTALL ALL APPLIANCES.**

I acknowledge that installation of home appliances is my personal responsibility and not Kelly Johnson or Remax Legends Group. I, for myself, my heirs, successors, executors and subrogates, hereby **KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS** Kelly Johnson, Remax Legends Group, and its directors, officers, agents, employees and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) for damages to my property or person resulting from **KELLY JOHNSON OR REMAX LEGENDS GROUP NEGLIGENCE** during the move or resulting from an improperly installed Appliances or any and all personal property transported by Kelly Johnson. It is acknowledged that the person or persons being moved by Kelly Johnson can seek insurance coverage for a move typically through their insurance agency or a subsidiary there of.

I further acknowledge that Kelly Johnson or Re/max Legends Group is not responsible for the contents of any box it did not pack. I fully understand that if an accident takes place during the move of my personal property, that Kelly Johnson nor RE/MAX Legends Group or RE/MAX LLC will not be held responsible for any loss to personal property. It is **also understood that it is my responsibility to call upon my insurance company for a 'rider' that will protect my personal items during the move from location "a" to location "b" and my insurance company that I hold my home owners insurance policy will be the only entity that will be liable in the event of an accident involving Kelly Johnson, RE/MAX Legends Group or RE/MAX LLC.**

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT.

PRINTED NAME OF PROPERTY OWNER, SIGNATURE OF PROPERTY OWNER & DATE SIGNED

X _____

X _____

X _____

BROKER SIGNATURE & DATE SIGNED

X _____

X _____



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www.kellysindyhomes.com

*Tips are to be paid by the client. They are not required but are appreciated by the servicing members performing the move.

WHAT TO EXPECT ON MOVING DAY:

MOVE CONSISTS OF **ONE** COMPLIMENTARY 28 FOOT BOX TRAILER AND A MINIMUM OF THREE MOVERS FOR ALL PROPERTIES SOLD OR PURCHASED FOR A MINIMUM OF \$100,000. MOVE TO BE WITHIN THE MARION COUNTY AND SURROUNDING COUNTIES AREA OF RESPONSIBILITY (HAMILTON, HANCOCK, HENDRICKS, JOHNSON, BOONE, MORGAN & SHELBY). ALL MOVES FOR SALES OR PURCHASES OF LESS THAN \$100,000 WILL INCUR A \$495.00 FEE UPON CLIENT'S NEED FOR THE SERVICE.

1. MOVERS WILL ARRIVE WITH A TEAM MEMBER OF THE KELLY JOHNSON TEAM.
2. ALL BOXES AND ANYTHING REQUIRING ONLY ONE PERSON TO MOVE TO BE PUT IN THE GARAGE.
3. ANYTHING REQUIRING TO BE BROKE DOWN (i.e. Beds and dressers) or THAT REQUIRES MORE THAN ONE PERSON TO HANDLE, TO REMAIN IN THE SPOT IN WHICH IT IS AND BE MOVED BY THE HIRED MOVERS. BEDS AND VANITIES/DRESSERS TO BE BROKEN DOWN AND PUT TOGETHER BY CLIENT.
4. TIPS ARE NOT A REQUIREMENT BUT ARE APPRECIATED BY THE HELPERS. THEY DO WORK FOR TIPS AND TAKE SPECIAL APPRECIATION FOR ALL MY CLIENTS AND CUSTOMERS. AVERAGE TIP FOR A 4HR MOVE IS TYPICALLY \$40-50 PER PERSON HIRED. TYPICALLY 4 MOVERS WILL COME WITH ME. THE REASON THIS IS NOT PAID BY THE REALTOR IS BECAUSE IT IS MONEY THAT IS NOT ABLE TO BE TRACKED.
5. UPON DELIVERING OF HOUSEHOLD ITEMS TO 2ND NEW LOCATION, ALL ITEMS REQUIRING ONLY ONE PERSON TO CARRY i.e. boxes, lamps, rugs, etc. WILL BE SET IN THE GARAGE AND ALL ITEMS REQUIRING MORE THAN ONE PERSON TO CARRY WILL BE TAKEN INTO THE HOME AND PLACED WHERE ITEMS FINAL DESTINATION WILL BE BY MOVERS. BEDS AND DRESSERS WILL BE PLACED IN ROOM OF CLIENT'S CHOICE, COMPLIMENTS OF THE KELLY JOHNSON TEAM.
6. ANY ITEMS THAT ARE NEEDED OR WILL BE A NECESSITY UPON THE ARRIVAL OF YOUR NEW HOME, PLEASE HANDLE THESE ITEMS PERSONALLY.
7. **THE MOVE WILL CONSIST OF 1 STOP AND 1 LOAD WITH A 28 FT BOX TRAILER.**
8. **IF AN ADDITIONAL TRAILER LOAD IS REQUIRED, THE COST ASSOCIATED WILL BE BILLED TO THE CLIENT, i.e. THE HOURLY RATE PAID TO THE MOVERS AT \$20.00/HOUR PER MOVER. (4 MOVERS = \$80.00/HOUR)**
9. ANY ITEMS THAT ARE UNABLE TO FIT IN THE TRAILER WILL BE THE RESPONSIBILITY OF THE CLIENT TO MOVE/THIS MAY ENTAIL THE CLIENT RENTING ADDITIONAL MOVING EQUIPMENT.
10. ALL MOVES WILL BE ON SATURDAY OR SUNDAY, UNLESS PERSONNEL ARE AVAILABLE DURING THE WEEK.

PLEASE UNDERSTAND THAT IN ANY MOVE THE CHANCES OF FURNITURE GETTING SCRATCHED IS HIGH AND THAT IT IS EXPRESSED THAT THE MOVERS ARE PROFESSIONALS AND THIS IS THEIR DAILY JOB AND WILL HANDLE YOUR HOUSEHOLD GOODS IN A GREAT MANNER.

SIGNATURE AND DATE:

X _____

X _____

DAY OF MOVE: CLIENT UNDERSTANDS AND AGREES WITH THE ABOVE.

X _____

X _____



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RE/MAX LEGENDS GROUP

OFFICE POLICY WITH REGARD TO AGENCY

As the Listing Company, RE/MAX Legends Group will represent the Seller exclusively as his agent.

As the Selling Company, RE/MAX Legends Group will represent the Buyer exclusively as his agent.

Under the following circumstances, RE/MAX Legends Group will represent both the Buyer and Seller and act as Limited Agents:

- The Listing Agent sells his/her own listing:
- The Agent represents either buyer or seller in a transaction with the Principal Broker (Judy F. Cohen); or,
- The Agent represents either buyer or seller in a transaction with their own office's Managing Broker(s).

Limited Agency Authorization: If limited agency arises, Buyer/Seller acknowledges that Licensee shall not disclose the following without informed consent, in writing, of both Buyer and Seller.

- 1) Any material or confidential information, except adverse material facts or risks actually know by the Licensee concerning the physical condition of the Property and facts required by statue, rule, or regulation to be disclosed and that could not be discovered by a reasonable and timely inspection of the Property by the parties.
- 2) That a buyer will pay more than the offered purchase price for the Property.
- 3) That a Seller will accept less than the listed price for the Property.
- 4) What motivates a party to buy, sell or lease the Property.
- 5) Other terms that would create a contractual advantage for one (1) party over another party.

Buyer/Seller acknowledges that there will be no imputation of knowledge of information between any party and the limited agent or among Licensees.

Buyer/Seller acknowledges that they do not have to consent to the limited agency in this transaction.

Buyer/Seller consents voluntarily to Licensee's limited agency capacity and waive any claims, damages, losses, expenses, including attorney's fee and costs, against Licensee arising from Licensee's role of limited agent.

By signing below, I acknowledge and accept the above policy.

Buyer/Seller (Signature)

(Date)

Buyer/Seller (Signature)

(Date)

Buyer/Seller (Printed)

Buyer/Seller (Printed)

Address of Property