

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 a 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 _____

BROKER SIGNATURE & DATE SIGNED

MOVING WAIVER DISCUSSED WITH CLIENT ON PHONE

X _____



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CONNECT WITH US



www.kellysindyhomes.com

***TIPS ARE TO BE PAID BY THE CLIENT. THEY ARE NOT REQUIRED, BUT ARE APPRECIATED BY THESERVICING 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). **AS A NON-PROFIT BUSINESS, KELLYSINDYHOMES, LLC WILL COVER 5 HOURS OF A MOVE. ANY TIME BEYOND 5 HOURS WILL BE THE RESPONSIBILITY OF THE CLIENT @ \$80/HOUR. 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. TIME OF MOVE BEGINS UPON MOVING CREW LEAVING THE SHOP AT 30TH & SHADELAND.

2. 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.

3. 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 THE DRIVER. THE REASON THIS IS NOT PAID BY THE REALTOR IS BECAUSE IT IS MONEY THAT IS NOT ABLE TO BE TRACKED.

4. FOR ANY ITEMS THAT ARE NEEDED OR WILL BE A NECESSITY UPON THE ARRIVAL OF YOUR NEW HOME, PLEASE HANDLE THESE ITEMS PERSONALLY.

5. **THE MOVE WILL CONSIST OF 1 STOP AND 1 LOAD WITH A 28 FT BOX TRAILER.**

6. **IF AN ADDITIONAL TRAILER LOAD IS REQUIRED, THE COST ASSOCIATED WILL BE BILLED TO THE CLIENT, AT THE HOURLY RATE OF \$80/HOUR.**

7. 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.

8. ALL MOVES WILL BE ON SATURDAY OR SUNDAY, PERSONNEL ARE NOT 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 _____

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

X _____ START TIME: _____ ARRIVAL TIME: _____

X _____ COMPLETION TIME: _____ CLIENT INITIALS: _____