

SummerSafe LLC Terms and Conditions

1. Definitions

For the purpose of these Terms and Conditions, the following terms shall have the meanings as defined below:

- "SummerSafe," "we," "our," or "us" refers to the summer moving and storage company operating in Waco, providing services to college students.
- "Customer" or "you" refers to any individual or entity using SummerSafe's services.
- "Storage Facility" refers to the climate-controlled area where items are stored, located at our designated premises.
- "Premium Member" refers to a customer who has paid the higher registration fee (\$50) and is eligible for additional benefits such as the referral program.
- "Standard Member" refers to a customer who has paid the regular registration fee (\$15).
- "Insurance Coverage" means the protection of up to \$100 per item against damage or loss while in our possession, subject to the terms outlined in these conditions.
- "Storage Period" typically refers to the summer months, with specific dates to be communicated to customers each year and with a minimum term of 4 months.
- "Terms and Conditions" or "Agreement" refers to this entire document, including all sections and any future amendments.

2. Service Overview

SummerSafe provides storage and moving services for customers during the summer. By using our services either as a Premium or Standard Member, you agree to the following terms and conditions.

3. Service Details

- Pickup Process: We will collect items from the customer's specified location. Customers must be present during pickup to verify item count and condition.
- Storage: Items will be stored in our climate-controlled facility under 24/7 security surveillance.
- Delivery: At the end of the storage period, we will return items to the customer's specified location.

- Scheduling: Customers can attempt to reschedule pickups and deliveries by contacting our customer service team via email or phone at least 7 days in advance. Standard customers are between 10am-5pm for pick-up and drop-off, whereas Premium customers have extended 8:00 am - 12:00 am and may also contact our team to attempt to find a custom booking slot even if it means double-booking a time. Available pick-up slots will only be guaranteed from 8th-15th of May, 2025. Available drop-off slots will only be guaranteed from the 18th-25th of August, 2025. Additional flexibility may be warranted to premium members upon contact with the customer service team.

4. Payment Terms

Payment is split into three installments:

- Registration fee (\$15 for Standard or \$50 for Premium)
- 50% of the storage cost is due at the time of item pickup in May.
- The remaining 50% is due at the time of item delivery in August.

Payments can be made via credit card, debit card, or electronic bank transfer. Late payments will incur a late fee of \$35 or delayed delivery.

Payment methods include Venmo, Zelle, Tap-to-pay, cash, or invoice upon request.

5. Insurance Coverage

While we take every precaution to ensure the safety of stored items, our liability is limited to the insurance coverage amount of \$100 per box. We are not liable for:

- Items improperly packed by the customer including but not limited to fragile items not cushioned properly, fragile containers like trash bags used, etc.
- Items prohibited or hazardous as outlined in Section 9.
- Items damaged in events outlined in Section 11 (Force Majeure).

6. Damage Assessment and Claims Process

To make a claim:

1. Customers must examine items for damage or loss immediately and report to the SummerSafe representative during the drop-off to maintain claim credibility.
2. Later claims may be submitted at summersafe0@gmail.com within 3 days of delivery and are up to our discretion whether they will be approved.
3. Claims will be processed within 14 business days.

4. Approved claims will be paid out within 30 days of approval.
5. SummerSafe will ultimately determine claim amounts based on a item value basis, but customers may argue for a higher amount.
6. Claims will cover up to \$100 per box.

7. Referral Program

Our referral program is exclusive to Premium Members:

- Premium Members receive \$30 cashback for each referred customer who stores at least three items with us.
- Referral payments will be sent via Venmo, Zelle, or cash upon request.
- Standard Members are not eligible for the referral bonus.
- The customer must verify referrals by providing the referring members name.
- One new customer can only create one new referral bonus.
- The Premium Member must have registered before the new customer provides their name to receive the bonus.

8. Customer Responsibilities

- Customers are responsible for ensuring items are securely packed and labeled.
- Customers must notify us of any changes to their contact information or delivery address at least 7 days in advance.
- Prohibited items must not be packed (see Section 9).

9. Prohibited Items

The following items are prohibited from being stored:

- Perishable goods, plants, or food.
- Flammable, explosive, or hazardous materials.
- Illegal substances or items.
- Valuables such as jewelry, cash, or irreplaceable items exceeding the insurance coverage limit.

10. Liability Limitations

- Damages arising from improper packing.
- Natural disasters or events outside our control (see Force Majeure).
- Fragile items not disclosed during pickup.
- Technology that is stored out of box.

11. Force Majeure

SummerSafe shall not be liable for any failure or delay in performing its obligations if such failure or delay is caused by circumstances beyond its reasonable control, including but not limited to natural disasters, pandemics, or government actions. In such events, we will make reasonable efforts to mitigate the impact on our services.

12. Cancellation and Refund Policy

- Customers may cancel services up to 30 days before the scheduled pickup date for a full refund of the registration fee.
- No refunds will be issued after pickup has occurred and customers that pay for the summer booking must pay the full dues as required.

13. Customer Privacy

SummerSafe collects and uses customer information solely for the purpose of providing our services. We do not share customer information with third parties except as required by law. For full details, please refer to our Privacy Policy.

14. Termination of Services

We reserve the right to terminate services with 3 days' notice if customers violate these terms. Refunds for terminated services will be at our sole discretion.

15. Dispute Resolution

Any disputes arising from these terms will first be addressed through good-faith negotiation. If unresolved, disputes will be submitted to mediation. If mediation fails, disputes will be resolved through binding arbitration in accordance with the laws of Texas.

16. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Texas. Any legal suits, actions, or proceedings arising out of or relating to these Terms and Conditions shall be instituted in the courts of the State of Texas.

17. Amendments

We reserve the right to update these terms and conditions at any time. Customers will be notified of changes via email at least 30 days before they take effect. Continued use of our services after the effective date of any changes constitutes acceptance of the new terms.

18. Contact Information

For questions or concerns, please contact us at summersafewaco@gmail.com or call our customer service line at (512) 763-2118.

19. Communication Consent

By using SummerSafe's services, you agree and consent to receive communications from us, including but not limited to:

- Service updates and reminders
- Payment notifications
- Schedule changes
- Marketing offers and promotions

These communications may be delivered via email, phone calls, text messages, or other electronic means using the contact information you provide. You acknowledge that:

- Standard message and data rates may apply for text messages.
- You can opt out of marketing communications at any time by contacting us or using the unsubscribe option in our emails.
- Opting out of marketing communications does not affect our right to send you important service-related communications.

By agreeing to these Terms and Conditions, you express consent to be contacted by SummerSafe, our agents, representatives, affiliates, or anyone calling on our behalf for any and all purposes, at any telephone number or physical or electronic address you provide or at which you may be reached .

By using SummerSafe's services, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.

Our team at SummerSafe looks forward to serving you this coming summer!