



Damage and Liability Wavier

Last Updated on 01/26/2026

This Damage & Liability Waiver ("Waiver") is entered into by and between **LumaLoad** ("Company," "we," "us," or "our") and the undersigned customer ("Customer," "you," or "your").

This Waiver applies to all junk removal, hauling, cleanout, and limited light-moving services performed by LumaLoad.

By authorizing services, the Customer acknowledges and agrees to the terms outlined below.

1. Acknowledgment of Inherent Risk

The Customer understands and acknowledges that junk removal, hauling, and related services involve inherent risks, including but not limited to:

- Scratches, dents, or marks to walls, floors, doors, trim, or fixtures
- Damage caused by heavy, bulky, unstable, or deteriorated items
- Limited visibility or access constraints
- Structural weaknesses not visible prior to service

The Customer voluntarily accepts these risks.

2. Pre-Existing Conditions

LumaLoad is **not responsible** for damage resulting from:

- Pre-existing damage
- Weak, unstable, or deteriorated structures
- Rotten wood, cracked surfaces, loose flooring, or compromised supports
- Items that are already damaged or unsafe to move

The Customer acknowledges that many conditions may not be visible prior to service.

3. Limited Responsibility for Property Damage

LumaLoad agrees to exercise reasonable care while performing services; however, the Customer agrees that LumaLoad shall **not be held liable** for:

- Minor cosmetic damage
- Damage caused by structural failure
- Damage caused by shifting or collapsing items
- Damage caused by improper packing, stacking, or storage by others

Any unavoidable or incidental damage shall not constitute negligence.

4. Customer Preparation and Access

The Customer is responsible for:

- Clearing pathways
- Removing obstacles
- Securing pets, children, and valuables
- Identifying fragile or sensitive areas

Failure to properly prepare the service area releases LumaLoad from liability related to resulting damage.

5. High-Risk Items

Certain items present elevated risk, including but not limited to:

- Appliances
- Safes
- Pianos
- Large furniture
- Construction debris

The Customer agrees that removal of such items is performed **at the Customer's request and risk.**

6. No Claims After Completion

All damage claims must be reported **before the LumaLoad crew leaves the property.**

Claims reported after completion of service, departure of the crew, or delivery of the invoice will **not be considered.**

7. Limitation of Liability

To the fullest extent permitted by law, LumaLoad's total liability for any claim related to property damage shall be limited to the amount invoiced for the specific service giving rise to the claim.

LumaLoad shall not be liable for indirect, incidental, or consequential damages.

8. Release and Hold Harmless

The Customer agrees to **release, defend, indemnify, and hold harmless** LumaLoad, its owners, employees, contractors, and agents from any and all claims, damages, losses, or expenses arising out of or related to the services performed, except in cases of gross negligence or willful misconduct.

9. Governing Law

This Waiver shall be governed by and interpreted in accordance with the laws of the **State of Florida.**

10. Voluntary Acceptance

The Customer acknowledges that:

- They have read and understand this Waiver
- They had the opportunity to ask questions
- They voluntarily agree to its terms
- They understand this Waiver limits their legal rights

LumaLoad