

Interstate Bill of Lading Terms and Conditions

Except when transportation is performed under the provisions of this item 2(a) of the tariff, the following Bill of Lading Terms and Conditions apply to all transportation performed by the carrier in addition and conjunction with all other rules, regulations, rates and charges in this and other applicable tariffs. Carrier must furnish provisions of the tariff pertaining to this shipment upon the shipper's request. This contract is subject to all the rules, regulations, rates and charges in carrier's currently effective applicable tariffs including but not limited to, the following terms and conditions:

SECTION 1: LIMITATION OF LIABILITY. The carrier or party in possession shall be liable for physical loss of or damage to any articles from external cause while being carried unless the loss, damage or delay is caused by or resulting from extenuating circumstances as described below:

- (a) From an act, omission or order of shipper;
- (b) From defect or inherent vice of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity or changes therein;
- (c) From (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (A) by any government or sovereign power, or by any authority maintaining or using military, naval or air forces; or (B) by military, naval or air forces; or (C) by an agent of any such government, power, authority or forces; (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war; (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such an occurrence; (4) seizure or destruction under quarantine or customs regulations; (5) confiscation by order of any government or public authority; or (6) risks of contraband or illegal transportation or trade.
- (d) From terrorist activity, including action in hindering or defending against an actual expected terrorist activity. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. The term 'terrorist activity' means any activity which is unlawful under the laws of the United States or any State and which involves any of the following: (1) the hijacking or sabotage of any conveyance (including an aircraft, vessel, cab, truck, van, trailer, container or vehicle) or warehouse or other building; (2) the seizing or detaining, and threatening to kill, injure, or continue to detain, another individual in order to compel a third person (including a governmental organization) to do or abstain from doing any act as an explicitly or implicit condition for the release of the individual seized or detained; (3) an assassination; (4) the use of any (A) biological agent, chemical agent, or nuclear weapon or device, or (B) explosive, firearm, or other weapon or dangerous device (other than for mere personal monetary gain), with intent to endanger, directly or indirectly, the safety of one or more individuals or to cause substantial damage to property; or (5) a threat, attempt, or conspiracy to do any of the foregoing.
- (e) From delay caused by strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any person or persons taking part in any such occurrence or disorder, and from loss or damage when carrier, after notice to shipper or consignee of a potential risk of loss or damage to the shipment from such causes, is instructed by the shipper to proceed with such transportation and/or delivery, notwithstanding such risk.
- (f) From Acts of God.
- (g) For loss or damage caused by ordinary wear and tear, leakage, mold, mildew, termites, rodents, vermin, moths, and other insects, rust, fumigation, heat, natural deterioration, defect of the property.
- (h) For the loss or damage to non allowable items such as currency, precious stones, documents, stamps, securities, species, silverware, jewelry, personal electronics such as but not limited to iPod, digital camera, chargers, cell phones, laptops or any valuables unless such articles were specifically declared in writing prior to the move, and unless the additional valuation charges are paid by the shipper.
- (i) From damage to an item or piece and or the property damage that occurs as a result of the shipper's request to force items in or out of the residence or any location where said piece is to be forced in or out, are not covered under carrier's liability. Carrier reserves the right to refuse to attempt to deliver an item that is likely to cause damage or injury to its movers. Shipper may at their own expense hire a company to perform breakdown services which will allow the safe transportation of an item likely to cause such damage or injury.
- (j) For packing damage to any fragile items, concealed items or contents unless packed and unpacked by its employees.
- (k) For compensation, repair, or replacement of a pair or set of articles, transported in a shipment but only to the specific articles damaged or lost while in its possession. SUBJECT, in addition to the foregoing, to the further following limitations on the carrier's or the party's in possession liability: The carrier's or the party's in possession maximum liability shall be:

- (1) The lump sum value which may not be less than \$6000.00 or \$6.00 per pound multiplied by the actual weight of the shipment. In pounds, whichever is greater, or the value declared by the shipper whichever is greater, or
- (2) The actual loss or damage not exceeding sixty (60) cents per pound of the weight of any lost or damaged article when the shipper has released the shipment to carrier, in writing, with the maximum liability limited to sixty (60) cents per pound per article.

SECTION 2: HIGH VALUE ITEMS. Any item that is considered an extraordinarily high value item or is valued at more than \$100.00 per lb. per article or has a value of over \$1,000.00 per item MUST be declared to the carrier and in writing placed on the Extraordinary High Value Inventory. To be considered properly protected, these items MUST be packed properly per the carrier's company policy or if over \$3,000.00 must be crated properly with a wooden crate both of which will be provided at the expense of the shipper. Failure to properly protect these items may result in the denial of any claimed damage.

SECTION 3: DELAY OF DELIVERY. The carrier shall not be liable for any delay caused by (a) highway obstruction, (b) faulty or impassable highways, (c) lack of capacity of any highway, bridge or ferry. The carrier is not bound to transport shipments by any particular schedule, means, vehicle or otherwise other than within a reasonable dispatch time frame unless requested and paid for by the shipper as provided in the carrier's applicable tariff. The carrier reserves the right to forward the delivery of the shipment to any carrier or agent, or by any vehicle or vehicles, or by any route between the point of picking up the shipment and the point of destination upon proper notification to the shipper.

SECTION 4: DELIVERY TO STORAGE. If for any reason other than the fault of the carrier, the delivery cannot be made at address shown on the face hereof, or at any previously agreed upon changed address, the carrier, at its discretion, may place the shipment in a storage facility or a warehouse of the carrier's choosing at the point of delivery, at the cost of the shipper and subject to a lien for all accrued tariff charges. If, after the shipment has been placed in storage, the shipper chooses to pay all balances due to the carrier in addition to any redelivery fees as specified in the carrier's applicable tariff, the carrier may choose to deliver the shipment and collect all applicable tariff charges at time of delivery or prior to attempting the second delivery; if the storage facility is located near the shipper's destination address as listed on the face hereof, the carrier may release the goods to the shipper at the storage location in which the delivery was made only after all accrued tariff charges have been paid in full.

SECTION 5: DELIVERY SCHEDULE. The carrier shall attempt delivery within a reasonable dispatch time frame as agreed on the estimate for this move. If the carrier is unable to perform the pickup or delivery of the shipment on the dates or period of time specified, the carrier will notify the shipper of a delay in accordance with federal regulations. Any delay in the pickup or delivery of the shipment will be compensated utilizing the federal per diem rates for the area of the shipment at the time of the transportation of the shipment.

SECTION 6: COLLECTION OF CHARGES / PAYMENT TERMS. 20% of the estimated balance is due at the time of reservation by Wire Transfer, Cashier's Ck, Personal Ck, Postal Money Order, Money Order, Cash, Credit Card. The payment due at pickup is 60.00% of the charges paid by Wire Transfer, Cashier's Ck, Personal Ck, Postal Money Order, Money Order, Cash, Credit Card which must clear a minimum of 5 days prior to the anticipated delivery date, Cashier's Check or Wire Transfer. At delivery, the remaining estimated balance must be paid in full prior to unloading the truck by Wire Transfer, Postal Money Order, Credit Card ONLY. Any remaining balance shall be billed to the shipper 30 days after the delivery date to be paid by Wire Transfer, Cashier's Ck, Personal Ck, Postal Money Order, Money Order, Cash, Credit Card Only. Please Note: All Credit Card payments are subject to an administrative fee of \$25.00. For a list of credit cards accepted, please see the Credit Card Authorization Form. Should a customer request to pay the entire balance due at the destination location, the carrier will execute a Closing Form. The customer must sign the Closing Form to acknowledge their intent to and agreement to pay the entire remaining balance at the destination.

SECTION 7: PAYMENT FOR SERVICES / INDEMNITY OF DAMAGE. (a) The shipper, upon relinquishing the shipment to carrier, and the consignee, upon acceptance of delivery of shipment from carrier, shall be liable, jointly and severally, for all unpaid charges payable on account of a shipment in accordance with applicable tariffs including, but not limited to, sums advanced or disbursed by a carrier on account of such shipment. The extension of credit to either shipper or consignee for such unpaid charges shall not thereby discharge the obligation of the other party to pay such charges in the event the party to whom credit has been extended shall fail to pay such charges. (b) The shipper shall indemnify carrier against loss or damage caused by inclusion in the shipment of explosives or dangerous articles or goods.

SECTION 8: AUCTION OF SHIPMENT. If shipment is refused by consignee at destination, or if shipper, consignee or owner of property fails to receive or claim it within fifteen (15) days after written notice by United States Postal Mail addressed to shipper and consignee at the post office addresses shown on face thereof, or if shipper fails or refuses to pay applicable charges in accordance with carrier's applicable tariff, carrier may sell the property at its option, either (a) upon notice in the manner authorized by law, or (b) at public auction to highest bidder for cash at a public sale to be held at a time and place named by carrier, thirty (30) days notice of which sale shall have been given in writing to shipper and consignee, and there shall have been published at least once a week for two consecutive weeks in a newspaper of general circulation at or near the place of sale, a notice thereof containing a description of the property as described in the bill of lading, and the names of the consignor and consignee. The proceeds of any sale shall be applied toward payment of tariff charges applicable to shipment and toward expenses of notice, advertising and sale, and of storing, caring for and maintaining property prior to sale, and the balance if any shall be paid to owner of property; PROVIDED that any perishable articles contained in said shipment may be sold at public or private sale without such notices, if, in the opinion of carrier, such action is necessary to prevent deterioration or further deterioration. Any balance remaining after being applied to the total move cost and the cost of storage shall be mailed to the shipper via United States Postal Mail.

SECTION 9: FILING OF CLAIMS. As a condition precedent to recovery, all claim for loss, damage, delay, overcharge or property damage must be filed in writing with the carrier within nine (9) months after the delivery has been made to the consignee as shown on the face hereof, or in case of failure to make delivery, within nine (9) months after a reasonable time for delivery has elapsed. Please contact the carrier at for information about filing a written claim. Interstate household goods carriers must participate in an arbitration program by law and must provide this option to a shipper only after their claim has been filed in writing and only if a settlement cannot be reached through the claims process. This carrier participates in the arbitration program provided by Moving Authority. Please contact this arbitration provider at 702-333-2430. If the customer fails to file a claim or a suit in accordance with the above mentioned provisions, the carrier shall not be liable for any reimbursement. The carrier reserves the right to deduct any open balance from any approved settlement offers prior to being presented to the customer. The carrier reserves the right to utilize the services of any third party claims processing company at its sole discretion. All of the carrier's claim filing requirements and the terms and conditions for filing claims with the carrier's choice of claims company are hereby incorporated by reference and are a legal part of the carrier's applicable tariff thereof.

SECTION 10: JURISDICTION. If a situation arises in which a settlement cannot be reached or a dispute between the carrier and the shipper arising out of or in connection with this agreement cannot be resolved through the carrier's claims policy, both parties hereby agree to submit all their disputes to the exclusive jurisdiction of the courts of Tarrant County, Texas. Any suit filed against the carrier must be instituted in the courts of Tarrant County, Texas within two (2) years and one (1) day from the date the carrier or its third party claims company notifies the shipper or its designated representative of the denial of a claim or parts thereof or of a settlement offer that has not been agreed to by the shipper. Suits involving disputes resulting of interstate relocation must be limited to the governing federal regulations. Shipper may only bring suit in a circuit or county court in and for Tarrant County, Texas. Both parties consent to and agree given the relationship of the state that such a requirement is reasonable and lawful.

SECTION 11: RIGHTS OF A CONSUMER. For more information about your rights as the consumer visit <https://www.fmcsa.dot.gov/sites/fmcsa.dot.gov/files/docs/Rightsand-Responsibilities-2013.pdf> or https://www.fmcsa.dot.gov/sites/fmcsa.dot.gov/files/docs/Ready_To_Move_Brochure_2006.pdf.