

Larry's Auto Transport

CUSTOMER / CARRIER CONTRACT TERMS AND CONDITIONS GENERAL PROVISIONS

From this point forward it is agreed that the "Owner or Owners Agent" shall be referred to as "Shipper" and that "Larry's Auto Transport" shall be referred to as the "The Broker / Carrier".

1. Shipper warrants that he/she is the registered legal owner of the vehicle, or that he/she has been duly authorized by the legal owners to enter into agreement for transportation of the vehicle.
2. In the event that Shipper cancels this contract for any reason whatsoever, Shipper shall pay Carrier a minimum cancellation charge of \$100.00 in addition to any other amounts due under this agreement. A "dry run" fee may be assessed in the event Shipper is unavailable or unwilling to provide the vehicle for transportation as of the first date of availability as designated on the shipping form.
3. Shipper upon tender of shipment to The Broker / Carrier or its agent, and the consignee upon acceptance of delivery of shipment or its agent, shall be jointly and severally liable for any and all unpaid charges payable on account for shipment, including but not limited to, sums advanced or disbursed by The Broker / Carrier or its agent on account of such shipment and any and all costs of collection including costs and reasonable attorneys fees.
4. Shipper shall not leave personal belongings in vehicle except those attached to and are part of the vehicle. The Broker / Carrier shall not be responsible for loss of or damage to personal belongings, including without limitation any personal property which is not factory installed, that are not a part of the vehicle.
5. Unless the order has been pre-paid, or other arrangements have been made, Shipper shall pay all COD amounts, including any additional charges, in cash or certified funds. In the event that said forms of payments are not available at delivery the Shipper shall be responsible for any and all storage fee assessed. In order to affect pick up/delivery the Shipper agrees to meet The Broker / Carrier at a specified time and place if necessary.
6. Shipper shall pay and all costs, including without limitation storage, towing and additional delivery costs, incurred as a result of shipper's breach of any warranty or obligation under this Agreement. Signing The Broker / Carrier's bill of lading or the agent's bill of lading at destination without notation of damage shall be evidence of satisfactory delivery of the vehicle.
7. Carrier or their agents shall not be liable for the following:
 - (a) Damage caused by fluids, acids, cooling system antifreeze, industrial fallout or damage caused by an act of god.
 - (b) Damage, which is undetectable due to vehicle's condition or glass damage caused by normal wear and road use.
 - (c) Mechanical functions, exhaust assembly, frame, alignment, tire damage, soft top convertibles, suspension, tuning of engine or damage that is a result of tie downs tearing or breaking.
 - (d) Auto rental accruals.
 - (e) The Broker / Carrier's responsibility for the described vehicle commences when the bill of lading is issued and signed by the driver and terminates when designated vehicle is signed for at destination.
 - (f) Damage resulting from overloaded vehicles. g. Shipper is responsible for preparing vehicle for shipment. All loose parts, fragile or protruding accessories, low hanging spoilers, antennas, etc., must be removed and/or properly secured. Any part of the vehicle that falls off during transport is the Shippers responsibility including damages caused to any other vehicles involved. Security systems should be disarmed and any keys or transmitters for said device must be provided to the transporter. h. Damage to Vehicles caused because:
 - i. Vehicles cannot be driven on or off transporter under its own power.
 - ii. Vehicles have defective or insufficient brakes, parking brake or parking gear.
8. Shipper agrees to indemnify, defend and hold The Broker / Carrier and its agents harmless for any costs, expenses, damage, losses and claims caused by Shipper's breach of any warranty or obligation under this Agreement.
9. The Broker / Carrier warrants and Shipper acknowledges that The Broker / Carrier is licensed by the Interstate Commerce Commission or the proper authorizing governmental agency of the U.S. Government.
10. By Shipper's signature or agent's signature, The Broker / Carrier and their agents transporting the vehicle are authorized to operate and transport the vehicle from point to origin to the destination specified in the Bill of Lading. The Broker / Carrier is authorized to drive said vehicle either at origin or destination between the points of loading/unloading and the points of pickup/delivery, and Shipper shall provide insurance for same.

CUSTOMER / CARRIER CONTRACT TERMS AND CONDITIONS GENERAL PROVISIONS, cont.

11. The parties acknowledge and agree that in the event that there are any unforeseen delays regarding delivery, Interstate Commerce Commission regulations require that all outstanding freight charges be paid without deductions. The shipper agrees to properly note any damage claimed while the driver is making the delivery, and to pay the balance of the delivery charges in cash or certified funds. Damages not noted on the Bill of Lading will not be honored (no exceptions). Any claim of damage caused by The Broker / Carrier must be made within 15 days of delivery in writing, specifying the damage claimed, The Broker / Carrier actually transporting the vehicle shall be liable for any and all damage claims arising from the transport. The Shipper agrees to file all claims with such carrier as identified on the bill of lading/delivery receipt, and to bring any legal action for damages against such carrier only. The Shipper agrees to release and hold harmless The Broker / Carrier of any such claims.
12. After Shipper makes the vehicle available to The Broker / Carrier for transport, The Broker / Carrier shall use its best efforts to deliver the vehicle in an expedient manner. However, The Broker / Carrier does not guarantee the date or time of delivery.
13. Shipper shall pay an additional \$250 for each inoperable vehicle or any vehicle that becomes inoperable during transport, and an additional amount for each oversized or overweight vehicle, unless such vehicles are disclosed as being inoperable, oversized or overweight, respectively, on the reverse side of this Agreement. All inoperable vehicles must steer, brake and roll.
14. While The Broker / Carrier and its agents are driving the vehicle for purposes of parking, storage and other purposes incidental to performance of the obligations under this Agreement, The Broker / Carrier shall have the full benefit of any insurance that has been effected by shipper on the vehicle or said property, unless said insurance coverage is void while the vehicle or property is in the possession of The Broker / Carrier and its agents.
15. The Shipper shall, in their absence, designate someone to act as their agent at the points of pick up and/or delivery.

I hereby agree to the terms and conditions of this Agreement:

Signature: Shipper (Owner or Authorized Agent) _____ Date: _____