

## Contract Terms & Conditions

The transporter will not be responsible for any damage not resulting from transporter negligence. During Transport, Vehicles and Vehicle Equipment May Cease to Operate Property Through No Fault of the Transporter.

1. By shippers signature or his/her agent's signature. Transporter Auto Services, Inc. and agents, jointly and separately are authorized to operate & transport vehicle(s) from the point of the origin specified on the reverse side to point of departure and to the specified destination.
2. Upon acceptance of vehicle, shipper or receiving agents are liable for all transport charges due for shipment to Transporter Auto Services Inc. or its agent. Shipper will be responsible to pay all attorneys fees for collection and interest at a periodic rate of 10.0% per month or 24% per year, up to and including any prior payments made to a third party involved, such as a freight forwarder or broker.
3. No personal belongings are to be transported in or on vehicles; Transporter Auto Services Inc. shall not be responsible for loss or damage to personal belongings, including any "personal property" left in the vehicle, including loss or damaged stereo equipment, and damage to any non stock items of the vehicle.
4. Shipper must furnish carrier with necessary keys to vehicle and access to all compartments. Shipper is responsible for completely disarming alarm/security system. In the event alarm is activated, transporter may disarm security by any means affective.
5. Unless the entire order, including any additional charges, has been prepaid, or other arrangements have been made, shipper shall pay all COD amounts, including any additional charges in certified funds or cash upon delivery.
6. Shipper shall pay all costs, including storage, additional delivery costs incurred as a result of shipper's breach of any obligation under this agreement, including inability to provide sufficient funds are due, and inability to be present for accepting vehicle. Customer agrees to meet the transporters driver at any specified time and place, if driver is unable to delivery to front door, no exceptions.
7. No delivery time is guaranteed. Absolutely no specific dates, schedules, or guarantees are implied regarding pick up and delivery times or dates. Carrier will not be held responsible for any non-use of the vehicle charges, including, but not limited to auto rentals, interest, or any other due to delay or damage to the vehicle.
8. Shipper shall pay an additional \$250.00 for each inoperable vehicle. If vehicle is rendered for shipment and later becomes non-operable, the \$250.00 fee will be required to be paid, as well as any other charges incurred to accomplish delivery.
9. Nothing in this agreement is binding Carrier to pick up and/or deliver at locations from to which it is impractical to operate Carrier's equipment on account of highway, street, or passage ways or inadequacy for loading or unloading facilities, local, state or federal law.
10. If vehicle is vandalized either during shipment or while awaiting shipment, Carrier will not be held responsible; owner will have to submit a claim to his/her own insurance or absorb the loss.
11. Shipper agrees that in event there is a problem regarding truck delivery, Interstate Commerce Commission regulations require that all outstanding freight charges be paid without deductions. All damages must be properly noted in the presence of the driver and the balance due to be paid in full by cash only. If Transporter Auto Services, Inc. does not transport the vehicle, the responsible carrier transporting the vehicle shall be liable for any and all damage claims arising from the transport. Shipper agrees to file all claims with such carrier as identified and bring any legal action for damages against such carrier only. Shipper agrees to release and hold harmless Transporter Auto Services Inc. from any such claims.
12. Shippers agree that their vehicle is insured and their insurance has primary responsibility.
13. Automobile Transport Trucks are designed for shipping vehicles. NO PERSONAL belongings are to be transported in or on vehicle. We will not be responsible for loss or theft of personal items, or damage done to tour vehicle due to burglary. There is a possibility of a surcharge of \$250.00 along with an undercarriage damage risk. Loaded vehicles will be transported at your own risk.
14. Once the shipper receives confirmation from the driver that the vehicle will be picked up, a \$250 Dry-Run fee will apply if the shipper cancels the order, or if the vehicle is not ready to be loaded onto the truck.

### TRANSPORTER AUTO SERVICES, INC. OR THEIR AGENT SHALL NOT BE LIABLE FOR THE FOLLOWING:

- a. Damage caused by leaking fluids, battery acid, cooling system anti-freeze system, industrial fallout or damage caused by acts of God.
- b. Damage which is undetectable at time of pick-up due to vehicles dirty condition or weather condition.
- c. Any glass damage.
- d. Mechanical or electrical functions and damages caused by failing mechanics, electrical device, exhaust assembly, alignment or suspension.
- e. Undercarriage damage and damage resulting from overloaded vehicles.
- f. Shipper is responsible for preparing vehicle for shipment including loose parts, wheel damage, muffler or tail pipe, spoilers, nonstick kit additions, antennas, and switches. Any part that falls off during transport is the customer's responsibility including damages caused by said part to any and all other vehicles involved.
- g. DAMAGE TO VEHICLE CAUSED BY:
  1. Vehicles that cannot be driven on or off transporter under its own power.
  2. Vehicles having defective or insufficient brakes, parking break, or parking gear.
- h. Damage caused by freezing of engine, cooling system, or batteries.
- i. Damage that result to vehicle from tie downs breaking or tearing.
- j. Any convertible tops that are loose, torn, or has extensive wear, Bras and or any type of canvas or material coverings.
- k. The Transporter WILL NOT be Responsible for Damage NOT Caused by the Driver

This agreement supersedes all prior written and/or oral agreements between Transporter Auto Services Inc. and the owner and may not be changed.

### PLEASE READ!!!!

Exceptions for damages or shortages must be noted on Bill of Lading and signed by agent at time of delivery. Claims must be made in writing within 7 days of delivery including pictures, and (2) estimate for repair. Claims will not be discussed via telephone. Inquiry and submission must be made in writing. Shipper agrees that carrier has right of venue in Municipal Court. Santa Cruz, Santa Cruz County California. All claims are subject to a \$1000.00 (one thousand) deductible, and will be settled at actual cost. Send claims to:

Transporter Auto Services, Inc.  
5297 Scotts Valley Drive  
Scotts Valley CA 95066  
Phone: (800) 779-3329

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