

From: info@gosunflower.com,

To: chriswill222@aol.com,

Subject: Your Moving Estimate 2836895

Date: Tue, Dec 21, 2021 11:15 am

**Binding Moving Estimate****Job No: V2836895**

Sunflower Transit LLC
 618 US-1
 North Palm Beach, FL 33408
 US DOT: 3305291 MC: 1048967

Customer Jill
Rep:
Phone: 877-893-9177
Direct: 915-265-7683
Email: info@gosunflower.com
Web: http://www.gosunflower.com

Moving From**Moving To**

Christopher Williams*!
 1825 Ladbrook Lane
 Saint Cloud, MN 56303
 Phone: 7014508383
chriswill222@aol.com

Christopher Williams
 Tbd
 Panama City Beach, FL 32407

Relocation Details**Relocation Estimate**

Job No:	V2836895	Total Tariff	\$4283.00
Estimate Date:	12/21/2021	Tariff Discount: 53.30%	-\$2283.00
Representative:	Jill	Basic Estimate Price	\$2000.00
Move Type: Residential	Long Distance, 1336 miles	Fuel Surcharge: 10.00 %	\$200.00
Estimated Volume:	400 cf. (2800 lbs)	Binding Estimate Fee	\$1589.29
Estimated Rate:	\$5.00 per cf	All Available Discounts/BACK HAUL AVAILABLE!	- \$1400.00
Move Day:	Tuesday/Wednesday	Basic Valuation Protection:	
Move Date:	12/28/2021-12/29/2021	\$0.60 per lbs. per article	\$0.00
Created on:	12/09/2021	Total Moving Estimate	\$2389.29
		Customer Payment	\$589.29

Full Value Protection Amount of Liability: \$16,800.00 (Optional)

Deductible Levels:	\$0	\$250	\$500	\$750	\$1000	\$1500
Valuation Charge:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Estimate Plus Valuation Charge:	\$2389.29	\$2389.29	\$2389.29	\$2389.29	\$2389.29	\$2389.29

Customer's Initials: X X X X X X

WARNING: If a moving company loses or damages your goods, there are 2 different standards for the company's liability based on the types of rates you pay. **BY FEDERAL LAW, THIS FORM MUST CONTAIN A FILLED-IN ESTIMATE OF THE COST OF A MOVE FOR WHICH THE MOVING COMPANY IS LIABLE FOR THE FULL (REPLACEMENT) VALUE OF YOUR GOODS** in the event of loss of, or damage to, the goods. This form may also contain an estimate of the cost of a move in which the moving company is liable for **FAR LESS** than the replacement value of your goods, typically at a lower cost to you. You will select the liability level later, on the bill of lading (contract) for your move. Before selecting a liability level, please read [Your Rights and Responsibilities When You Move](#), and [Ready to Move Brochure](#) provided by the moving company, and seek further information at the government website www.protectyourmove.gov

Understanding Your Estimate

ProtectYourMove.gov

This is an agreement between the customer listed above and Sunflower Transit LLC, based on the information provided by the customer. Sunflower Transit LLC put this agreement together based on the list of items provided by the customer and services requested at the time this estimate was prepared. Your price may change based on the agreed-upon rate per pound and/or cubic feet if you add any additional items and or should you require any additional services.

This estimate includes the following:

- Professional Door to Door service.
- Expert advice and guidance throughout the course of your move.
- Disassembly of all standard furniture required for safe movement at the origin. (Excluding certain specialty items)
- Reassembly for all items disassembled by the movers on the day of pick-up at destination.
- Wrapping of all furniture with quilted moving blankets.
- Itemized inventory indicating a condition at origin of items.
- Loading & unloading of all goods.
- All transportation, taxes, tolls, mileage, and fuel surcharges.
- Standard cargo protection up to \$10,000 based on 0.60 cents per lb. per article; if selected at the time the estimate is prepared, estimated cost of the full value protection option at varying deductible levels (these are only estimates and the actual cost is determined by your selection on the carrier's bill of lading per carrier's tariff).
- No elevator charges.
- No charge for packing tape and moving pads.
- If packing is selected, it is also included.
- No date change penalties if your request is made more than 3 business days before your originally scheduled pick-up date.

If necessary, for your move, additional services and fees may be applied:

- The packing of delicate items (televisions, glass or glass table tops, mattress covers, etc.)
- Any additional packing or items that may need special crating (if not already in the estimate)
- The loading of any "bulky" items (kayaks, motorcycles, etc.)
- We do offer full packing services if desired. If a full pack is included, Sunflower Transit LLC will coordinate all labor and materials needed to professionally pack all your belongings. This includes all boxes, furniture, and delicate/fragile items. If more household items are added at time of pick up, then the total price for full-service packing will be increased and adjusted by the guaranteed rate provided. The customer will receive a new written agreement at time of pick up.

- A shuttle service can be set up if necessary. If circumstances prohibit a semi-trailer to get close to the property for loading or unloading, a shuttle truck may be needed to complete the service. This can be arranged for a minimum charge of \$300.
- If there are more than one flight of stairs (Up to 21 steps), an additional fee may be added.
- Long carry (first 75 feet are included), anything after 75 feet will be re-adjusted by the Foreman.

Sunflower Transit LLC is here to make your move an easy process. If this estimate is changed at time of pick-up for any reason (additional inventory, volume or weight change, etc.) please be sure to do the following:

- Call our professional customer service line, so they can assist with additional items, or the new revision.
- Be sure the carrier provides you with paperwork and an itemized inventory.
- If packing services are included in the estimate, please have the value of each item clearly written on the estimate.
- Before signing any revised paperwork, please review it in its entirety. If you are not satisfied or have any questions regarding our services, please contact our customer service department immediately.

Moving has problems, we have a solution.

Thank you for choosing Sunflower Transit LLC!

TERMS AND CONDITIONS:

1. The provisions of this agreement, including the terms and conditions contained

Herein represent the entire understanding and agreement between Sunflower Transit LLC, and the customer with respect to the subject matter. This supersedes all other negotiations, understandings, and representations, (if any), made by or between such parties, including any representations made by any estimator. In the event of any conflict between the terms of any/all estimates and the bill of lading, the terms of the bill of lading will attain priority. This agreement may not be amended, supplemented, or waived orally. If the agreement is altered in any way it must be in writing, signed by both Sunflower Transit LLC and the customer, by making specific reference to this agreement.

2. The customer may not assign their rights or obligations under this agreement to another party without the prior written consent of Sunflower Transit LLC.

3. Nothing in this agreement, whether expressed or implied, is intended to confer any rights or remedies regarding any party other than the assigned parties and/or their respective legal parties, and/or legal representatives, or those that are permitted or assigned. Nothing in this agreement is intended to relieve or discharge the obligation or liability of any third party including in this agreement, nor shall any provision give any third-party member the rights of sub junction or action over or against any party included in this agreement.

4. The customer has hired Sunflower Transit LLC as a moving coordinator/facilitator/shipping agent/broker. Sunflower Transit LLC is not to handle or otherwise participate in any move as a carrier. Sunflower Transit LLC is not responsible for any acts or omissions of the assigned carrier, carrier employees or agents. The customer must pursue the carrier for any and all claims, property damage, personal injury, or death: including without limitation any claims for damage to property, lost or stolen goods, delayed pick-up or delivery, the actions of estimators, drivers, packers, or movers. Sunflower Transit LLC will act on behalf of the customer in resolving any claims or delay issues with the carrier. The carrier's maximum liability is limited to the lesser of the following: A. The amount of the actual loss or damage, B. An amount equal to 60 cents per pound, multiplied by the actual weight in pounds of all damaged items, or C. the lump sum declared value.

5. As a properly licensed interstate moving coordinator, shipper, agent, or broker, Sunflower Transit LLC is not a motor carrier and will not transport a customer's household goods. Sunflower Transit LLC is responsible for coordinating and arranging the transportation of household goods by any FMCSA authorized motor carrier. Charges will be determined by its published tariff. All estimated charges and final actual charges will be based upon the carrier's tariff which is available for inspection upon reasonable request. Sunflower Transit LLC will not have guaranteed pick-up or delivery dates, as per the DOT guidelines. Sunflower Transit LLC agrees to facilitate a carrier to move household items as promptly as possible, in accordance with the information provided regarding the customer's items.

6. The customer will be subject to all applicable laws and general terms and conditions of the carrier, which shall include without limitation, the requirement of full payment before unloading the customer's goods.

7. The customer agrees to pay the total charges for the moving coordinator's services provided by Sunflower Transit LLC. The customer understands and agrees that the deposit/fee represents only a portion of the total estimated service, and for scheduling and routing purposes. The deposit is non-refundable after 48 hours of placing the reservation for scheduling purposes. **No refund shall be issued once a truck is dispatched.**

8. Due to any cancellation within 48 HOURS of placing a reservation, 20% of the deposit will be held. After 48 HOURS of placing a reservation, your deposit is non - refundable. In addition, an email describing the cancellation in detail must be sent to the billing department at info@gosunflower.com. If your first available pickup date is within fourteen (14) business days, and you elect to cancel, a refund of your deposit is not permissible. If customer books their move within fourteen (14) business days of the pick-up date, the 48-hour window is null and void. All date change requests must be made within three (3) business days prior to the pick-up/packing date. Failure to request a change within this time frame will result in an additional deposit of a \$750.00 rescheduling fee. If the customer would like to put their service on hold, the deposit may be used as credit, and the service can be held for a total of 12 months from the date of booking. All deposits will show on the billing cycle under HHG Moving or Sunflower Transit LLC. By signing this contract, the customer acknowledges that filing a charge back/dispute of charges will result in a forfeiture of the deposit. In the event a dispute arises between Sunflower Transit LLC and the customer; the customer is subject to financial responsibility for the associated merchant and bank fees; in addition, satisfying any outstanding balance before the commencement of their move.

9. The customer has elected a "binding" price, and providing an accurate description of the household inventory and services needed with their sales representative, the total cost will not exceed that price. In accordance with article 49 CFR 371.113(C)(1), the customer agrees to waive a physical survey of their household goods, and alternatively agrees to receive a binding estimate based on the provided list of household goods to be transported. If additional packing, weight of labor services or additional items are added during pick-up, the customer will be charged for these services at the governing tariff rates. The customer understands that Sunflower Transit LLC has a 2000 pound minimum on all transports. Any shipment that weighs below the 2000 pounds will still be charged at the 2000-pound rate. This price includes all tolls, fuel surcharges, the load and unloading service, basic disassembly and reassembly of standard furniture, one flight of stairs, and a 75-foot-long carry at both pick-up and delivery destinations. Elaborate furniture items that need disassembly and reassembly, may require a third-party service, or additional labor. This information must be disclosed to the estimator at time of booking, to ensure that it is included in the estimate. The disconnection or reconnecting of appliances is not included in the price and these services are subject to the availability of tools and/or all parties being available. The packing and unpacking of boxed items will only be included if the price is itemized in the section of the estimate containing packing and unpacking services, as all materials and needed labor for undisclosed items will result in additional cost.

10. All terms and conditions of this agreement, whether expressed or not expressed, shall be binding and enforceable by both parties and their respective administrators, executors, legal representatives, heirs, successors, and permitted assignees.

11. The customer shall not hold Sunflower Transit LLC, their shareholders, directors, officers, employees, agents, or affiliates responsible for any claims, lawsuits, liabilities, proceedings, penalties, fines, or additional expenses. This includes all reasonable attorney fees relating directly or indirectly, if there is a breach in contract by the customer.

12. It is agreed by all parties, this contract shall be governed by the internal laws of the state of Florida, without regard to the principles of conflicts of law. Any dispute arising out of, or relating to, this agreement shall be brought to the courts or record of the state of Florida, in Palm Beach County, or the courts of the United States Southern District of Florida in Palm Beach County, Florida. If either party does not have a registered agent to accept service of process in Florida or is otherwise not subject to service after reasonable attempts, then such party agrees to accept service of process by mail.

13. In the event of controversy arising under, or relating to, the interpretation or implementation of this agreement or any breach thereof, Sunflower Transit LLC shall be entitled to recover all court costs, collection fees, expenses, and reasonable attorney fees. This includes, without limitation, to pre-trial and appellate proceedings. If Sunflower Transit LLC pursues the collection of any amount due under the agreement, Sunflower Transit LLC will recover the full tariff rate on all goods and services provided. This also includes all other remedies available through law and equity.

14. All pick-up, load dates, and delivery dates are only estimated time frames. Sunflower Transit LLC will not be responsible for loss or damage incurred by unavoidable delay. Moving from origin to destination, due to situations beyond our control, such as, but not limited to inclement weather, mechanical breakdowns, road construction, remote pick-up or drop-off locations, etc. There are no guarantees made, expressed, or implied regarding pack dates, load dates or delivery dates.

15. **MOTOR CARRIER NEUTRAL ARBITRATION PROGRAM:** The Motor Carrier's Neutral Arbitration Program has been designed and implemented to ensure neither party receives special advantage. If a dispute arises between the carrier and the shipper, arbitration may be a mutually beneficial alternative in resolving the dispute. Section 49 U.S.C., sections 375.211 states that a mover must have a program in place to provide shippers with an arbitration alternative. Under federal law, arbitration is optional and not required. **SUMMARY OF THE ARBITRATION PROCESS;** Arbitration is an alternative to courtroom litigation. It provides each party involved in the dispute, to present their case and allows a neutral third-party arbitrator to make the decision as to the merit of each side's case. Arbitration subject to this agreement shall be conducted via written submission and subject to the arbitrator's discretion. This is done through telephonic appearance. After the initial filing fees have been paid, and the arbitrator has been selected, the initiating party, (claimant) must submit a brief written summary of their legal position including factual claims. All supporting documentation must be included with the original arbitration briefing. Copies of all documents must be submitted to all parties involved in the arbitration. Upon receipt of the claimant's arbitration brief and supporting documentation, the responding party will have 30 days to file their responsive arbitration brief and supporting documentation. Further deadlines and time tables are subject to the arbitrator's discretion. **LEGAL EFFECTS;** If the arbitration alternative is chosen, any decision made by the arbitrator will be binding. In addition, an arbitration decision may not be appealed in court of law. All parties agree that the arbitrator's decision will be based exclusively on the governing United States Federal Law. This is without regard to conflicting state laws or regulations. Each party is responsible for their own cost associated with the arbitration. A benefit to the arbitration alternative, may be that it is less expensive than traditional litigation. Each party is responsible for 50% of the cost for securing the arbitrator and 100% of their own expenses, including but not limited to attorney fees.

16. Upon booking, up to 70% of the deposit fee may be required to be paid by check, credit card, (Visa or MasterCard), or bank wire. Alterations to a previously booked job that requires additional deposit dollars must be paid via bank wire transfer, federal wire transfer, or certified funds. Upon pick-up, the carrier may collect up to 70% of the balance owed. If a customer is going into storage for 30 days or longer, the payment will be due in the form of Cash, Cashier's Check, or Postal Money Order. The remaining balance must be paid in full upon delivery prior to unloading. The carrier reserves the

right to collect up to 70% of the balance before due prior to the goods leaving the origin state. Subject to federal law, payment in full of all charges is required before delivery and prior to unloading.

17. The customer understands and agrees that should the customer fail to execute or return this agreement by allowing a carrier designated by Sunflower Transit LLC to pick up the customer's belongings, the customer agrees and consents to the terms contained in this agreement.

18. The customer hereby knowingly, voluntarily, and intentionally waives the right to a trial by jury regarding any litigation based on, arising out of or under, or in any connection with the goods and services obtained hereunder the move or any course of conduct. This includes any course of dealing, statements, (verbal or written), or actions of Sunflower Transit LLC or the movers. The customer acknowledges that this waiver constitutes a material inducement to Sunflower Transit LLC to enter into this agreement.

19. Sunflower Transit LLC requires that the customer must first attempt to resolve all disputes in writing prior to initializing a dispute or reversal with their credit card provider. The customer must provide a written description explaining in detail all breaches of contract. This statement must be sent by email to the billing department, info@gosunflower.com. The customer understands that failure to provide this written documentation claiming that the terms and conditions were not adhered by, will forfeit the right to dispute this claim with their issuing card provider and makes them ineligible for a refund.

20. Sunflower Transit LLC will not be required at any time to provide proof of a service denial. The customer understands that this a customer responsibility. The customer understands and agrees to the applicable terms and conditions relating to pick-up and delivery dates that are stated in detail in section. The customer understands that Sunflower Transit LLC does not have the ability to obtain signed documentation verifying a service refusal and will not be required to provide proof if this matter arises. Sunflower Transit LLC reserves the right to retain the deposit of a job that is refused or canceled without written and emailed documentation.

21. The customer understands that all questions and concerns must be addressed professionally with their moving coordinator, or another employee of Sunflower Transit LLC only. The customer understands and agrees that they will not express their concerns or experiences in a manner that may damage the company's up standing name and reputation in a public forum. Any defamation or vilification against Sunflower Transit LLC will result in an IMMEDIATE forfeiture of their deposit and denouncement of any claims made against the company. The customer understands that they may express their opinions and experiences publicly, only after they have provided Sunflower Transit LLC with a sufficient amount of time to address the concerns of the customer. Any false claims or misconstrued facts offered to the public while simultaneously requesting a refund, will automatically force all claims and billing issues being reviewed at that time, to be placed on hold until the issues are rectified.

When using a Credit or Debit Card a 3.5% fee will be added at time of payment.

By signing this agreement, the customer is agreeing that Sunflower Transit LLC has provided a dated copy of an estimate and charges at the time of booking. Sunflower Transit LLC has broken down the methods of payment that are accepted by the motor carrier assigned to service their job. All costs and charges are clearly indicated on the estimate. Sunflower Transit LLC has provided me with notification of the methods of payment required to pay the motor carrier for balances due. All costs and charges are clearly indicated on this estimate, and the charges represented on this estimated are only for the services and inventory specifically indicated on this estimate. Sunflower Transit LLC sales representative verbally confirmed their role as a moving broker/coordinator to me over the phone prior to placing this reservation. In canceling this reservation, I will not be entitled to a refund of my deposit.

Articles List 13 Items, 35 Pieces

Qty	Items	Qty	Items	Qty	Items
1	BED, FOOTBOARD	20	BOX, MED. PBO 18X18X18	1	EXCERCISE BIKE
1	BED, HEADBOARD	3	BOX, WARDROBE - (15 CU. FT.)	1	GOLF BAG
1	BED, KING (WITH MATTRESS)	1	CHAIR, HIGH WINGBACK	1	NIGHT STAND
1	BENCH	1	DESK, SMALL	2	T.V. FLAT SCREEN- 33-60
1	BIKE, ADULT				

Click on [Online Electronic Signature](#) to confirm your move online.

If you no longer wish to receive emails from Sunflower Transit LLC, please click on [unsubscribe](#)