

## Christine Burke

---

**From:** Christine Burke  
**Sent:** Saturday, October 1, 2022 11:20 AM  
**To:** tom@americanmovingandfreight.com  
**Subject:** FW: Your Moving Estimate 4601836



**Christine Athena Burke**

**Phone:** 844-969-4999

**Mobile:** 602-670-3513

**Email:** [CBurke@AtlaTera.com](mailto:CBurke@AtlaTera.com)

[www.AtlaTera.com](http://www.AtlaTera.com)



NOTE: This email and any files transmitted with it are confidential. Any use, dissemination, forwarding, printing or copying of this email is strictly prohibited unless authorized in writing by AtlaTera LLC. If you believe you have received this email in error please notify the sender. Any views or opinions expressed are solely those of the author and do not necessarily represent those of AtlaTera LLC or its affiliates.

---

**From:** Christine Burke <cburke@atlatera.com>  
**Sent:** Saturday, October 1, 2022 9:07 AM  
**To:** Tom - American Moving and Freight <tom@americanmovingandfreight.com>  
**Subject:** Re: Your Moving Estimate 4601836

I was informed the State of Florida SOS has sent you a notice to cease and desist from conducting business as a result of not providing tax documents. DOT and IRS have been notified American Moving and Freight is inactive and required to file tax documents to appeal this decision.

Please be advised as American Moving and Freight cannot conduct business at this time, please return my deposit by Zelle to 6026703513 Today.

Christine Burke

---

**From:** Christine Burke  
**Sent:** Saturday, October 1, 2022 2:15:30 AM  
**To:** Tom - American Moving and Freight <[tom@americanmovingandfreight.com](mailto:tom@americanmovingandfreight.com)>  
**Subject:** RE: Your Moving Estimate 4601836

If you can please give me a call ASAP. It would appear that your company is no longer an active business entity. With my move schedules next 2 days this is terribly concerning. After 3 days of calls about picking up my move prematurely on dates I am not scheduled I am highly concerned.

Please have your owner call me to define a course of action.



**Christine Athena Burke**  
Phone: 844-969-4999  
Mobile: 602-670-3513  
Email: [CBurke@AtlaTera.com](mailto:CBurke@AtlaTera.com)  
[www.AtlaTera.com](http://www.AtlaTera.com)



NOTE: This email and any files transmitted with it are confidential. Any use, dissemination, forwarding, printing or copying of this email is strictly prohibited unless authorized in writing by AtlaTera LLC. If you believe you have received this email in error please notify the sender. Any views or opinions expressed are solely those of the author and do not necessarily represent those of AtlaTera LLC or its affiliates.

**From:** Tom - American Moving and Freight <[tom@americanmovingandfreight.com](mailto:tom@americanmovingandfreight.com)>

**Sent:** Thursday, September 8, 2022 9:59 AM

**To:** Christine Burke <[cburke@atlatera.com](mailto:cburke@atlatera.com)>

**Subject:** Your Moving Estimate 4601836



## Binding Moving Estimate

**Job No: AF4601836**

**American Moving and Freight**  
3301 N University Drive, Suite 100  
Coral Springs FL 33065  
US DOT: 3742212 MC: 1325142

**Customer Rep:** Tom Thunder  
**Phone:** 866-643-1336  
**Direct:** 954-642-2774  
**Email:** [tom@americanmovingandfreight.com](mailto:tom@americanmovingandfreight.com)  
**Web:** <http://americanmovingandfreight.com>

### Moving From

**Christine Burke**  
7689 East Sams Dr.  
Scottsdale, AZ 85255  
Phone: 6026703513  
[cburke@atlatera.com](mailto:cburke@atlatera.com)

### Moving To

**Christine Burke**  
2917 Hargraves Rd.  
Huffman, TX 77336

### Relocation Details

**Job No:** **AF4601836**  
**Estimate Date:** 09/08/2022  
**Move Type:** Residential Long Distance, 1207 miles  
**Estimated Volume:** 595 cf. (4165 lbs)  
**Estimated Rate:** \$4.00 per cf  
**Move Day:** **Saturday/Sunday**

### Relocation Estimate

Basic Estimate Price	\$2380.00
Fuel Surcharge: 11.00 %	\$261.80
Floating Reservation Date	\$0.01
Binding Estimate Fee	\$2350.00
<b>Qualified Discounts/ Immediate Reservation Discount</b>	<b>- \$1254.82</b>
Basic Valuation Protection: \$0.60 per lbs. per article	\$0.00
<b>Total Moving Estimate</b>	<b>\$3736.99</b>

Move Date:	<b>10/01/2022- 10/02/2022</b>	Customer Payment:	<b>\$1273.00</b>
1 <sup>st</sup> Available Delivery:	10/06/2022		
Created on:	09/08/2022		

### Full Value Protection Amount of Liability \$24,990.00 (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:	\$3736.99	\$3736.99	\$3736.99	\$3736.99	\$3736.99	\$3736.99
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](#)" booklet, "[Ready to Move?](#)" brochure provided by the moving company, and seek further information at the government website [Protect Your Move](#) and [Tips for a Successful Move](#).

### Understanding Your Estimate

This is an agreement between the customer listed above and American Moving & Freight, based on the information provided by the customer. American Moving & Freight, 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 your move require any additional services.

#### DELIVERY SPREAD (ESTIMATED)

0 - 500 MILES	1-7 BUSINESS DAYS
501 - 1,000 MILES	3-10 BUSINESS DAYS
1,001 - 1,500 MILES	5-14 BUSINESS DAYS
1,501 - 2,000 MILES	6-21 BUSINESS DAYS
2,001+ MILES	7-21 BUSINESS DAYS

**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.

- Reassembly for all items disassembled by the movers on the day of pick-up at destination (excluding: cribs, toddler beds and children's bunk beds).
- Wrapping of all furniture with quilted moving blankets.
- Itemized inventory indicating 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 according to carrier's tariff).
- No elevator charges.
- No charge for packing tape and moving pads.
- No date change penalties for requests that are made 5 days prior to the first available pickup date.

**Additional fees and Accessorial Services (if applicable to the move):**

- If not included within the agreement, professional packing services are not included. However, it is at the discretion of the mover at the time of pickup to determine if items will require professional packing services. In these instances, additional charges will be applied. These items include but are not limited to the following: televisions, mirrors, glass tabletops, wall art, contents within dresser drawers, etc.
- Packing supplies, such as bubble wrap, shrink wrap, boxes, etc. are not included
- Items being transported that are non-stackable, are considered "Bulky items". A Bulky item charge will apply for those non-stackable items, as deemed by the mover at the time of pickup.
- If there is more than one flight of stairs (12 steps) at your origin and (or) destination which requires the movers to transport items beyond the first flight, there will be a charge of \$75 per additional flight. There will be no charge for the first flight of stairs at either the origin or destination.
- Most movers within the American Moving & Freight's network perform the pickup and delivery using a tractor trailer (18 wheeler). Drivers must have the ability to park within 75 feet at both the origin and destination points to avoid long carry charges. Depending on the size of the job, long carry charges start at \$150.00. If the tractor trailer cannot park within a reasonable distance, shuttle services may be required. Shuttle services begin at \$300.00.

**TERMS AND CONDITIONS:**

1. THE PROVISIONS OF THIS AGREEMENT, INCLUDING THE TERMS AND CONDITIONS CONTAINED HEREIN, REPRESENTS THE ENTIRE UNDERSTANDING AND AGREEMENT BETWEEN AMERICAN MOVING & FREIGHT LLC AND CUSTOMER WITH RESPECT TO THE SUBJECT MATTER HEREOF AND SUPERSEDES ALL OTHER NEGOTIATIONS, UNDERSTANDINGS AND REPRESENTATIONS (IF ANY) MADE BY AND BETWEEN SUCH PARTIES, INCLUDING ANY REPRESENTATIONS MADE BY ANY ESTIMATOR. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF ANY ESTIMATE AND THE BILL OF LADING, THE TERMS OF THE BILL OF LADING SHALL CONTROL. THIS AGREEMENT MAY NOT BE AMENDED, SUPPLEMENTED OR WAIVED ORALLY, BUT ONLY IN WRITING, SIGNED BY

BOTH AMERICAN MOVING & FREIGHT AND CUSTOMER AND MAKING SPECIFIC REFERENCE TO THIS AGREEMENT.

2. CUSTOMER MAY NOT ASSIGN ITS RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT WITHOUT THE PRIOR WRITTEN CONSENT OF AMERICAN MOVING & FREIGHT.

3. NOTHING IN THIS AGREEMENT, WHETHER EXPRESSED OR IMPLIED, IS INTENDED TO CONFER ANY RIGHTS OR REMEDIES ON ANY PERSON OTHER THAN THE PARTIES HERETO AND THEIR RESPECTIVE LEGAL REPRESENTATIVES, HEIRS AND PERMITTED ASSIGNS, NOR IS ANYTHING IN THIS AGREEMENT INTENDED TO RELIEVE OR DISCHARGE THE OBLIGATION OR LIABILITY OF ANY THIRD PERSON TO ANY PARTY TO THIS AGREEMENT, NOR SHALL ANY PROVISION GIVE ANY THIRD PERSON ANY RIGHT OF SUBJUGATION OR ACTION OVER OR AGAINST ANY PARTY TO THIS AGREEMENT.

4. THE CUSTOMER HAS HIRED AMERICAN MOVING & FREIGHT AS A MOVING COORDINATOR/SHIPPER AGENT/BROKER AND NOT TO HANDLE OR OTHERWISE PARTICIPATE IN A MOVE AS A CARRIER, IN ACTING AS A SHIPPER AGENT ONLY, AMERICAN MOVING & FREIGHT IS NOT RESPONSIBLE FOR ANY ACTS OR OMISSIONS OF THE CARRIER OR ITS EMPLOYEES OR AGENTS. THE CUSTOMER MUST PURSUE THE CARRIER FOR ALL CLAIMS FOR PROPERTY DAMAGE AND PERSONAL INJURY OR DEATH, INCLUDING WITHOUT LIMITATION, ANY CLAIMS FOR DAMAGE TO PROPERTY, LOST OR STOLEN GOODS, DELAYED PICKUP OR DELIVERY, ACTIONS OF ESTIMATORS, DRIVERS, PACKERS OR MOVERS, OR OTHER TYPES OF CLAIMS. AMERICAN MOVING & FREIGHT WILL ACT ON BEHALF OF THE CUSTOMER IN RESOLVING ANY CLAIMS OR DELAY ISSUES WITH THE CARRIER. THE CARRIER MAXIMUM LIABILITY IS LIMITED TO THE LESSER OF THE FOLLOWING: (A) THE AMOUNT OF THE ACTUAL LOSS OR DAMAGE, (B) AN AMOUNT EQUAL TO SIXTY CENTS (60 CENTS) PER POUND MULTIPLIED BY THE ACTUAL WEIGHT (IN POUNDS) OF THE LOST OR DAMAGED ARTICLE; OR (C) THE LUMP SUM DECLARED VALUE.

5. AS A PROPERLY LICENSED INTERSTATE MOVING COORDINATOR/SHIPPER AGENT/BROKER, AMERICAN MOVING & FREIGHT IS NOT A MOTOR CARRIER AND WILL NOT TRANSPORT AN INDIVIDUAL CUSTOMER/SHIPPER HOUSEHOLD GOODS, BUT WILL COORDINATE AND ARRANGE FOR THE TRANSPORTATION OF HOUSEHOLD GOODS BY ANY FMCSA AUTHORIZED MOTOR CARRIER, WHOSE CHARGES WILL BE DETERMINED BY ITS PUBLISHED TARIFF. ALL ESTIMATED CHARGES AND FINAL ACTUAL CHARGES WILL BE BASED UPON THE CARRIER TARIFF WHICH IS AVAILABLE FOR INSPECTION FROM THE CARRIER UPON REASONABLE REQUEST.

6. CUSTOMER WILL BE SUBJECT TO ALL APPLICABLE LAWS AND THE GENERAL TERMS AND CONDITIONS OF THE CARRIER, WHICH SHALL INCLUDE WITHOUT LIMITATION, A REQUIREMENT THAT PAYMENT IN FULL OF ALL CHARGES IS DUE BEFORE UNLOADING OF THE GOODS IN ACCORDANCE WITH THE CARRIER LAWFUL LIEN ON THE PROPERTY.

7. AS THE CUSTOMER, I AGREE TO PAY THE TOTAL CHARGES FOR THE MOVING COORDINATOR SERVICES TO BE PROVIDED BY AMERICAN MOVING & FREIGHT. I UNDERSTAND AND AGREE THAT MY DEPOSIT/FEE REPRESENTS ONLY A PORTION OF MY TOTAL ESTIMATED SERVICE CHARGES, FOR SCHEDULING AND ROUTING PURPOSES. MY DEPOSIT/FEE IS NON-REFUNDABLE AFTER PLACING THE RESERVATION FOR SCHEDULING PURPOSES UNLESS CANCELLED WITHIN THE PARAMETERS OF THE CANCELLATION POLICY I AGREED TO. ALL REQUESTS TO CHANGE MY PICKUP DATE, OR PLACE THE MOVE ON HOLD, MUST BE MADE AT LEAST 5 BUSINESS DAYS (SATURDAY, SUNDAYS AND HOLIDAYS EXCEPTED) PRIOR TO THE PACK OR LOAD DATE (WHICHEVER APPLIES) LISTED ABOVE. IF OUTSIDE MY CANCELLATION WINDOW I AM ENTITLED TO RECEIVE A CREDIT OF MY DEPOSIT FOR A FUTURE INTERSTATE MOVE WHICH I MUST USE WITHIN A 12 MONTH PERIOD FROM THE DATE OF MY ORIGINAL RESERVATION. ALL DEPOSITS WILL SHOW ON YOUR BILLING CYCLE UNDER AMERICAN MOVING & FREIGHT. BY

SIGNING THIS CONTRACT, I ACKNOWLEDGE THAT I WILL NOT FOR ANY REASON DO A CHARGE BACK TO ANY CREDIT CARD PAYMENTS.

8. SHOULD YOU ELECT TO CANCEL YOUR MOVE WITH AMERICAN MOVING & FREIGHT, YOU MUST CALL OUR CANCELLATION LINE **(866-643-1336)** BETWEEN 10AM AND 6PM EST WITHIN 24 HOURS OF ELECTRONICALLY SIGNING THE ORIGINAL AMERICAN MOVING & FREIGHT AGREEMENT. THIS 24 HOUR GRACE PERIOD DOES NOT RESTART WHEN CONTRACTS ARE AMENDED AND RE-SIGNED. CANCELLATION REQUESTS RECEIVED WITHIN 24 HOURS OF SIGNING THE ORIGINAL AGREEMENT WITH AMERICAN MOVING & FREIGHT WILL RECEIVE A FULL REFUND. CANCELLATION REQUESTS RECEIVED AFTER THE 24 HOUR GRACE PERIOD ARE NON-REFUNDABLE, HOWEVER; THE DEPOSIT MAY BE APPLIED TO A FUTURE MOVE WITH AMERICAN MOVING & FREIGHT WITHIN 12 MONTHS (1 YEAR) FROM THE DATE OF THE ORIGINAL SIGNED AGREEMENT. NO MATTER HOW MUCH TIME HAS PASSED SINCE ORIGINALLY SIGNING THE AMERICAN MOVING & FREIGHT AGREEMENT, SHOULD YOU ELECT TO CANCEL WITHIN (5) DAYS OF YOUR FIRST AVAILABLE PICKUP DATE, YOUR DEPOSIT IS NON-REFUNDABLE. PICK-UP DATE CHANGES, OR REQUESTS TO PLACE A MOVE ON HOLD, MUST BE SUBMITTED AT LEAST 5+ DAYS PRIOR TO THE PACK AND OR LOAD DATE, OT THE CUSTOMER WILL BE SUBJECT TO PAY A MINIMUM OF A \$500.00 RESCHEDULING FEE.

9. CUSTOMER HAS ELECTED A "BINDING TO NOT EXCEED" PRICE, THE TOTAL COST WILL NOT EXCEED THE ESTIMATED AMOUNT; PROVIDED, HOWEVER THAT CUSTOMER'S ITEMS ARE OF STANDARD DIMENSIONS AND AMERICAN MOVING & FREIGHT IS PROVIDED WITH AN ACCURATE DESCRIPTION OF THE SERVICES TO BE PERFORMED. CUSTOMER HAS REQUESTED TO HAVE AN ESTIMATE PROVIDED FOR HIS/HER HOUSEHOLD GOODS RELOCATION, IN ACCORDANCE WITH 49 CFR 371.113(C)(1), CUSTOMER AGREES TO WAIVE A PHYSICAL SURVEY OF THE HOUSEHOLD GOODS, AND ALTERNATIVELY AGREES TO RECEIVE A BINDING TO NOT EXCEED ESTIMATE BASED UPON THE SHIPPER PROVIDED ITEM LIST OF PROPERTY TO BE TRANSPORTED. IF ANY ADDITIONAL PIECES, PACKING SERVICES, WEIGHT , CUBIC FOOT OR LABOR SERVICES ARE ADDED AT THE ORIGIN OR DESTINATION TO THOSE QUOTED, THE CUSTOMER SHALL BE CHARGED FOR THESE SERVICES AT THE GOVERNING TARIFF RATES. CUSTOMER UNDERSTANDS THAT AMERICAN MOVING & FREIGHT HAS A 300 CUBIC FOOT MINIMUM ON ALL SHIPMENTS. ANY SHIPMENT BELOW 300 CUBIC FOOT. WILL BE CHARGED AT THE 300 CUBIC FOOT RATE. THE PRICE INCLUDES ALL FUEL SURCHARGES, TOLLS, LOAD AND UNLOAD, BASIC DISASSEMBLY AND REASSEMBLY OF STANDARD FURNITURE ITEMS, UP TO 75 FEET OF LONG CARRY AT ORIGIN AND DESTINATION AND 1 FLIGHT(12 STEPS) OF STAIRS. ELABORATE FURNITURE ITEMS THAT NEED TO BE DISASSEMBLED AND/OR REASSEMBLED MAY REQUIRE 3RD PARTY SERVICING OR ADDITIONAL LABOR AND SHOULD BE DISCLOSED TO YOUR ESTIMATOR AND INCLUDED IN YOUR ESTIMATE. DISCONNECTING AND/OR RECONNECTING OF APPLIANCES IS NOT INCLUDED IN THE PRICE. REASSEMBLY IS SUBJECT TO THE AVAILABILITY OF TOOLS AND/OR ALL PARTIES BEING AVAILABLE. THE PACKING AND UNPACKING OF BOXES IS ONLY INCLUDED IN THE PRICE IF IT IS ITEMIZED IN THE PACKING AND UNPACKING SECTION OF YOUR ESTIMATE; ALL MATERIALS/LABOR FOR UNDISCLOSED ITEMS WILL BE EXTRA. ALL FURNITURE (ie: DRESSERS, NIGHTSTANDS, ARMOIRES ETC) MUST BE EMPTIED AND CAN NOT BE UTILIZED FOR PACKING PURPOSES.

10. ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT, WHETHER SO EXPRESSED OR NOT, SHALL BE BINDING UPON, INURE TO THE BENEFIT OF, AND BE ENFORCEABLE BY THE PARTIES AND THEIR RESPECTIVE ADMINISTRATORS, EXECUTORS, LEGAL REPRESENTATIVES, HEIRS, SUCCESSORS AND PERMITTED ASSIGNS.

11. CUSTOMER SHALL INDEMNIFY AND HOLD HARMLESS AMERICAN MOVING & FREIGHT, AND ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND IT'S AFFILIATES FROM AND AGAINST ANY AND ALL ACTIONS, CLAIMS, SUITS, LIABILITIES, PROCEEDINGS, PENALTIES, FINES, COSTS, AND EXPENSES (INCLUDING ALL REASONABLE ATTORNEY FEES) RELATING DIRECTLY OR INDIRECTLY FROM ANY BREACH OF THIS AGREEMENT BY CUSTOMER.

12. IT IS AGREED BY THE PARTIES AS MANDATORY THAT THIS AGREEMENT 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 IN THE COURTS OR RECORD OF THE STATE OF FLORIDA IN BROWARD COUNTY OR THE COURT OF THE UNITED STATES, SOUTHERN DISTRICT OF FLORIDA IN PALM BEACH FLORIDA. IF ANY PARTY DOES NOT HAVE A REGISTERED AGENT TO ACCEPT SERVICE OF PROCESS IN FLORIDA OR IS NOT OTHERWISE SUBJECT TO SERVICE AFTER REASONABLE ATTEMPTS, THEN SUCH PARTY AGREES TO ACCEPT SERVICE OF PROCESS BY U.S. MAIL.

13. IN THE EVENT OF ANY CONTROVERSY ARISING UNDER OR RELATING TO THE INTERPRETATION OR IMPLEMENTATION OF THIS AGREEMENT OR ANY BREACH THEREOF, AMERICAN MOVING & FREIGHT SHALL BE ENTITLED TO RECOVER ALL OF ITS COURT COSTS, COLLECTION FEES, EXPENSES AND REASONABLE ATTORNEY FEES (INCLUDING, WITHOUT LIMITATION, ALL PRE-TRIAL, TRIAL AND APPELLATE PROCEEDINGS), IN ADDITION TO ANY OTHER RELIED TO WHICH IT MAY BE ENTITLED. IN THE EVENT THAT AMERICAN MOVING & FREIGHT PURSUES THE COLLECTION OF ANY AMOUNTS DUE TO IT UNDER THIS AGREEMENT, AMERICAN MOVING & FREIGHT MAY RECOVER THE FULL TARIFF RATE ON ALL GOODS AND SERVICES PROVIDED, IN ADDITION TO ALL OTHER REMEDIES AVAILABLE TO IT AT LAW AND IN EQUITY.

14. ALL PICKUP, LOAD AND/OR DELIVERY DATES ARE ONLY ESTIMATES. AMERICAN MOVING & FREIGHT WILL NOT BE RESPONSIBLE FOR LOSS OR DAMAGES INCURRED BY UNAVOIDABLE DELAY. AMERICAN MOVING & FREIGHT WILL ACT ON THE BEHALF OF THE CUSTOMER IN RESOLVING ANY CLAIMS OR DELAY ISSUES WITH THE CARRIER. THERE ARE ABSOLUTELY NO GUARANTEES MADE, EXPRESSED OR IMPLIED REGARDING PACK, LOAD, AND/OR DELIVERY DATES.

15. MOTOR CARRIER NEUTRAL ARBITRATION PROGRAM: THE MOTOR CARRIER NEUTRAL ARBITRATION PROGRAM HAS BEEN DESIGNED TO GIVE NEITHER PARTY ANY SPECIAL ADVANTAGE. IF A DISPUTE ARISES BETWEEN THE CARRIER AND THE SHIPPER ARBITRATION MAY BE A MUTUALLY BENEFICIAL ALTERNATIVE TO HELP RESOLVE THE DISPUTE. SECTION 49 U.S.C. SECTIONS 375.211 PROVIDES THAT A MOVER MUST HAVE A PROGRAM IN PLACE TO PROVIDE SHIPPERS WITH AN ARBITRATION ALTERNATIVE. ARBITRATION IS OPTIONAL AND NOT REQUIRED UNDER FEDERAL LAW. SUMMARY OF THE ARBITRATION PROCESS: ARBITRATION IS AN ALTERNATIVE TO COURTROOM LITIGATION. IT PROVIDES EACH PARTY TO THE DISPUTE TO PRESENT THEIR CASES AND ALLOWS A NEUTRAL THIRD PARTY ARBITRATOR TO MAKE DECISIONS 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 DISCRETION, THROUGH TELEPHONIC APPEARANCE. AFTER THE INITIAL FILING FEES HAVE BEEN PAID AND THE ARBITRATOR SELECTED, THE INITIATING PARTY OR (CLAIMANT) MUST SUBMIT A WRITTEN BRIEF SUMMARIZING THEIR LEGAL POSITION AND FACTUAL CLAIMS. ALL SUPPORTING DOCUMENTATION MUST BE INCLUDED WITH THE INITIAL ARBITRATION BRIEF. COPIES OF ALL DOCUMENTS MUST BE SUBMITTED TO ALL PARTIES INVOLVED IN THE ARBITRATION. UPON RECEIPT OF THE CLAIMANT'S ARBITRATION BRIEF AND SUPPORTING DOCUMENTS, THE RESPONDING PARTY OR (RESPONDENT) WILL HAVE 30 DAYS TO FILE THEIR RESPONSIVE ARBITRATION BRIEF AND SUPPORTING DOCUMENTATION. FURTHER DEADLINES AND TIME TABLES ARE SUBJECT TO THE ARBITRATORS DISCRETION. LEGAL EFFECTS; IF THE ARBITRATION ALTERNATIVE IS CHOSEN, THEN ANY DECISION MADE BY THE ARBITRATOR MAY BE BINDING. ADDITIONALLY, AN ARBITRATION DECISION MAY NOT BE APPEALED IN A COURT OF LAW. ALL PARTIES AGREE THAT THE ARBITRATORS DECISION WILL BE BASED EXCLUSIVELY ON THE GOVERNING UNITED STATES FEDERAL LAW WITHOUT REGARD TO CONFLICTING STATE LAWS OR REGULATIONS. APPLICABLE COSTS EACH PARTY IS RESPONSIBLE FOR THEIR OWN COST ASSOCIATED WITH 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 ASSOCIATED WITH SECURING THE ARBITRATOR AND 100% OF THEIR OWN EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY FEES.

16. UPON BOOKING, A 40% OR MORE DEPOSIT FEE IS REQUIRED TO BE PAID BY ELECTRONIC CHECK, RCC, ACH, ZELLE, CASH APP, OR BANK WIRE AND/ OR DIRECT DEPOSIT INTO COMPANY ACCOUNT. UPON PICKUP CARRIER MAY COLLECT UP TO 70%, 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 BY CASH OR POSTAL MONEY



ORDER. THE CARRIER RESERVES THE RIGHT TO COLLECT UP TO 70% OF BALANCE DUE PRIOR TO THE GOODS LEAVING THE ORIGIN STATE. SUBJECT TO FEDERAL LAW, PAYMENT IN FULL OF ALL CHARGES IS REQUIRED 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 AMERICAN MOVING & FREIGHT TO PICK UP THE CUSTOMER'S BELONGINGS, THE CUSTOMER EXPRESSLY AGREES AND CONSENTS TO THE TERMS CONTAINED IN THIS AGREEMENT.

18. CUSTOMER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THE GOODS AND SERVICES OBTAINED HERE UNDER, THE MOVE, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (VERBAL OR WRITTEN) OR ACTIONS OF AMERICAN MOVING & FREIGHT OR THE MOVER. CUSTOMER ACKNOWLEDGES THAT THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT TO AMERICAN MOVING & FREIGHT TO ENTER INTO THIS AGREEMENT.

19. AMERICAN MOVING & FREIGHT, REQUIRES THAT THE CUSTOMER MUST FIRST ATTEMPT, TO RESOLVE ALL DISPUTES IN WRITING, DIRECTLY WITH AMERICAN MOVING & FREIGHT, PRIOR TO INITIALIZING A DISPUTE/REVERSAL WITH THEIR ISSUING CREDIT CARD PROVIDER. THE CUSTOMER MUST PROVIDE WRITTEN DESCRIPTION EVIDENCING ANY AND ALL BREACHES OF THE CONTRACT BY E-MAIL TO AMERICAN MOVING & FREIGHT, AT [MOVING@AMERICANMOVINGANDFREIGHT.COM](mailto:MOVING@AMERICANMOVINGANDFREIGHT.COM). THE CUSTOMER AGREES THAT FAILURE TO PROVIDE WRITTEN DOCUMENTATION CLAIMING THAT THE TERMS AND CONDITIONS WERE NOT ADHERED TO BY AMERICAN MOVING & FREIGHT, FORFEITS THE RIGHT TO DISPUTE THIS CLAIM WITH THEIR ISSUING CARD PROVIDER.

20. AS THE CUSTOMER, I AGREE THAT ANY REFUSAL OR DENIAL OF SERVICE, EITHER VERBALLY IN PERSON OR OVER THE PHONE, WILL BE TREATED AS A LATE CANCELLATION MADE OUTSIDE OF THE CANCELLATION WINDOW. I UNDERSTAND THAT NO REFUND WILL BE ISSUED IF I REFUSE OR DENY SERVICE DURING THE PICKUP WINDOW. IF I CLAIM THAT SERVICE WAS NOT RENDERED I MUST PROVIDE NOTICE OF ANY SERVICE FAILURE MADE BY AMERICAN MOVING & FREIGHT, IN WRITING TO [MOVING@AMERICANMOVINGANDFREIGHT.COM](mailto:MOVING@AMERICANMOVINGANDFREIGHT.COM)

21. AMERICAN MOVING & FREIGHT, WILL NOT BE REQUIRED AT ANY TIME TO PROVIDE PROOF OF SERVICE DENIAL. THIS WILL BE THE CUSTOMER RESPONSIBILITY. AS THE CUSTOMER, I AGREE TO THE APPLICABLE TERMS AND CONDITIONS RELATING TO PICK UP AND DELIVERY DATES DETAILED IN SECTION 14. I AGREE THAT AMERICAN MOVING & FREIGHT, DOES NOT HAVE THE ABILITY TO OBTAIN SIGNED DOCUMENTATION VERIFYING A SERVICE REFUSAL. AS THE CUSTOMER, I AGREE THAT AMERICAN MOVING & FREIGHT, WILL NOT BE REQUIRED TO PROVIDE PROOF OF SERVICE IN THE CASE OF A SERVICE DENIAL OR REFUSAL OF SERVICE. AMERICAN MOVING & FREIGHT, RESERVES THE RIGHT TO RETAIN THE DEPOSIT OF THE CUSTOMER WHO VERBALLY REFUSES OR DENIES SERVICE WITHOUT WRITTEN DOCUMENTATION.

22. AS THE CUSTOMER I AGREE TO ADDRESS MY CONCERNS PROFESSIONALLY WITH MY MOVING COORDINATOR, AMERICAN MOVING & FREIGHT, DIRECTLY. I AGREE THAT I WILL NOT EXPRESS MY CONCERNS OR EXPERIENCES WITH AMERICAN MOVING & FREIGHT, IN A MANNER THAT MANY DAMAGE THE COMPANY UPSTANDING NAME AND REPUTATION IN A PUBLIC FORUM. ANY DEFAMATION, VILIFICATION, OR TRADUCEMENT MADE WILL RESULT IN AN IMMEDIATE FORFEITURE OF MY DEPOSIT AND MY IMMEDIATE DENOUNCEMENT OF ANY CLAIMS MADE AGAINST AMERICAN MOVING & FREIGHT, I UNDERSTAND THAT I MAY EXPRESS MY OPINION AND EXPERIENCES PUBLICLY ONLY AFTER I HAVE GIVEN AMERICAN MOVING & FREIGHT, SUFFICIENT TIME TO ADDRESS MY CONCERNS, AND THE TERMS AND CONDITIONS OF THE CONTRACT ARE NOT UPHELD. ANY FALSE CLAIMS OR MISCONSTRUED FACTS I OFFER TO THE PUBLIC WHILE REQUESTING REFUND OR CLAIMS WILL FORFEIT THOSE CLAIMS IF I PUBLICLY ADDRESS THESE ISSUES WHILE CLAIMS OR REFUNDS ARE STILL BEING CONTESTED OR REVIEWED.



23. IN SIGNING THIS AGREEMENT, I THE CUSTOMER, AGREE THAT; AMERICAN MOVING & FREIGHT, HAS PROVIDED A DATED COPY OF THE ESTIMATE AND CHARGES AT THE TIME I SIGNED THE AGREEMENT. AMERICAN MOVING & FREIGHT, 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 ESTIMATE ARE ONLY FOR THE SERVICES AND INVENTORY SPECIFICALLY INDICATED ON THIS ESTIMATE. AMERICAN MOVING & FREIGHT, SALES REPRESENTATIVE VERBALLY CONFIRMED IF ASKED THEIR ROLE AS A MOVING BROKER/COORDINATOR TO ME OVER THE PHONE PRIOR TO PLACING THIS RESERVATION. IN TURNING DOWN OR DENYING SERVICE I WILL NOT BE ENTITLED TO A REFUND OF MY DEPOSIT UNLESS MANAGEMENT APPROVES OTHERWISE.

#### Articles List 21 Items, 91 Pieces

Qty	Items	Qty	Items	Qty	Items
3	BAR, STOOL	4	DINING CHAIR	16	PLASTIC BIN, MED.
1	BED, KING (WITH MATTRESS)	1	DINING TABLE	2	SM TABLE
15	BOX, BOOK/SMALL (1.5 CU. FT.)	1	DRESSER, SINGLE	1	SOFA, 3 SEAT/BED
20	BOX, MED. PBO 18X18X18	1	FOYER TABLE	1	T.V. FLAT SCREEN- 33-55
6	CHAIR, SINGLE	2	NIGHT STAND	1	TABLE, COFFEE
1	CHINA CAB, 1 PIECE	1	PAINTING 4X4	1	TABLE, END
1	DESK TABLE	6	PATIO SWIVEL CHAIR	6	WALL HANGING

#### Packing Material List

Qty	Material	Unit Price \$	Qty	Material	Unit Price \$	Qty	Material	Unit Price \$
-----	----------	---------------	-----	----------	---------------	-----	----------	---------------

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

If you no longer wish to receive emails from American Moving and Freight, please click on [unsubscribe](#)