

SECTION 1: Liability of the carrier notwithstanding and subject to the minimum valuation of \$0.60 per pound per article and in compliance with and subject to the limitations and provisions of 49 CFR Section 375.701(a): (a) the carrier is not responsible for injury or damage to any fragile article (articles susceptible to breakage or crushing). Unless such fragile articles are both packed and unpacked by its employees and subject to the further conditions that such packing, unpacking or other handling is performed in a grossly negligent manner by the carrier. The carrier will not carry and or be liable in any way for the loss or damage to any currency, precious stones, documents, stamps, securities, species, silverware, jewelry, or any article of extraordinary value unless such articles of value was agreed to in writing, and unless the shipper assumes additional valuation charges, as indicated thereon. The carrier shall not exceed the cost of repairing or replacing the property lost or damaged with material of like kind and quality not exceeding actual cash value of the property at the time and place loss with regard to sets or matched pieces shall be limited to repair or replacement whichever is less of the lost or damaged pieces only, and shall not extended to repair, replacement or recovering the entire set, but in no event to exceed the released or declared values as indicated. The carrier shall not be liable for loss or damage occurring after the property has been delivered to or received for by the consignee or shipper or the authorized agent of either. When the carrier is directed to unload or to deliver property (or render any services) at a place or places at which the shipper or its agents is not present the property shall be at the risk of the shipper after unloading or delivery. Where the carrier is directed to load property from (or render any services at) a place or places at which the shipper or its agent is not present property shall be at the risk of the shipper before loading or after shipper signed the inventory list.(b) Should the shipper not declare a specified value and not pay the additional valuation charge thereon then the shipper hereby agrees to the carrier's limited responsibility as specified in section 1 (a) above and as further set forth below in this subdivision, (b) when the shipment has been released to the carrier at the value not exceeding \$0.60 per pound per article as per declaration of the value on the face hereof, it is agreed that said property be moved, packed, shipped, forwarded, or otherwise, handled with the carrier's liability specifically limited to \$0.60 per pound per article. All of the said services specified herein and excess of the carrier's liability are assumed totally by the shipper and said services over and above the carrier's liabilities are solely shippers responsibility with respect to any damage loss or delay for any reason whatsoever. The carrier shall be liable only for its failure to use ordinary care and only on the basis of the shipper's declared valuation of the goods. The burden of proving negligence or failure to use ordinary care required by law shall be on the shipper. The carrier shall not be responsible with respect to damage, loss, or decay caused by acts of God or the public enemy war insurrection, strikes, labor trouble, riots, fire, earthquake, nature of the property or defects or inherent vice therein deterioration by time, moths, termites, or other insects, vermin, rodents, wear and tear, leakage, fire or any cause beyond the carrier's control or any other cause unless such damage results from the carrier's control. The carrier is not responsible for mechanical or electrical function or any article such, as but not limited to piano, radio, television set, DVD player, computer, VCR, barometer, refrigerator, clock, air conditioner, or other instrument or appliance whether or not such articles are packed or unpacked by the carrier.

SECTION 2: Form of Payment: Upon booking a 10% deposit is required to be paid in the form of credit card, cashier's check or money order. A 4% administration fee will be added to credit card charges. Prior to pickup 40% of the balance is due in the form of cashier's check, cash, postal money order. **At delivery the balance is due prior to unloading Post Office Money Order or Cash.** The Carrier reserves the right to collect up to 60% of balance 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 - Subject to the 110% law, if applicable. All charges are based on full tariff rates.

SECTION 3. Summary of dispute settlement program: The 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. Section 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 decision as to the merits of each side's case. Arbitration subject to this agreement shall be conducted via written submission and, subject to the arbitrator's 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 timetables 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 costs 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 costs associated with securing the arbitrator and 100% of their own expenses, including but not limited to attorney fees. Call carrier for ADR processing forms.

SECTION 4: Valuation of coverage: We encourage you to purchase third party full replacement value coverage. Option A (FREE): Limited Liability: As a licensed carrier with the U.S. D.O.T. we are required to provide limited liability coverage at no charge to the customer. Under this option, the maximum liability is limited to \$0.60 per pound per article, for all items indicated as damaged or missing at time of delivery on the inventory logs. Failure to indicate damage at time of delivery will waive carrier's liability. Option B: Replacement: Under this option, the mover is liable for the replacement value of lost or damaged goods (as long as it doesn't exceed the total declared value of the shipment). If you elect to purchase full value protection, and your mover loses, damages or destroys your articles, your mover must repair, replace with like items, or settle in cash at the current market replacement value, regardless of the age of the lost or damaged item. The amount of the deductible will affect the cost of your FVP coverage. Unless you specifically agree to other arrangements, the mover must assume liability for the entire shipment based upon this option. Under both of these liability options, movers are permitted to limit their liability for loss or damage to articles of extraordinary value, unless you specifically list these articles on the shipping documents. An article of extraordinary value is any item whose value exceeds \$100 per pound (\$220 per kilogram). Valuation of claims will be based on the AMSA Joint Military/Industry Table of weights and depreciation guide.

SECTION 5: Exceptions to Carrier Liability. Liability of the carrier notwithstanding the minimum valuation of \$0.60 per pound per article and in compliance with and subject to the limitations and provisions of 49 CFR Section 375.701(a): Neither the Carrier nor the Vessel shall be responsible for loss or damage arising or resulting from (a) Act of God; (b) Act of War; (c) Act of public enemy; (d) fire, unless caused by the actual fault or privity of the Carrier; (e) perils, dangers and accidents of the sea or other navigable water; (f) inherent defect, quality or vice of the goods; (g) goods packed by Shipper; (h) any other cause arising without the actual fault and privity of the Carrier. Additionally, mechanical vehicles including but not limited to automobiles, motorcycles, scooters, boats, airplanes, atvs, go-including but not limited to lawnmowers, tractors, and other similar vehicles are transported at the sole risk of carts, riding lawnmowers, tractors, and other similar vehicles are transported at the sole risk of the shipper since all coverage for those items is waived against the carrier, its agents or representatives. The carrier shall not be held responsible for any items insisted by shipper to be moved through impassable passageways.

SECTION 6: Filing of Claims/Complaints Procedures: Carrier shall not be liable for the loss or destruction of, or missing goods, or damage of goods tendered hereunder or any part thereof unless claim is made in writing supported by proof of ownership, together with substantiation of value, and weight. As a condition precedent, all outstanding monies due to the mover must be paid in full before a claim can be submitted to the company within 9

months after the date the goods are delivered or demand thereof refused and must be limited to the destination descriptions of damage indicated on the inventory logs at the time of delivery. It is solely the shipper's responsibility to inspect and indicate damaged or missing items on the inventory logs at time of delivery. Valuation of claim will be based on those indications subject to the limitations of liability as described on the Bill of Lading. Liability for the carrier will be in accordance with the liability option the shipper contracts for. To file a claim or complaint call Carrier. All costs associated with the claim is shipper's responsibility.

SECTION 7: Agreed Pickup and Delivery schedule: Guaranteed service on or between agreed dates is an optional service that is available to you at an additional cost. This optional extra service guarantees that your shipment will be picked up, transported to the destination and delivered on specific guaranteed dates. If the mover fails to provide the service as agreed, you are entitled to be compensated at a predetermined amount or a daily rate (per diem of \$30.00) regardless of the expense you actually might have incurred as a result of the mover's failure to perform. Absent selecting and paying for the optional extra service guaranteeing specific pick up and delivery dates, the mover is only required to pick up and deliver your property with reasonable dispatch and in a reasonable time. Generally, estimated delivery is up to 21 (twenty one) business days from date indicated as first available for delivery. Any oral promises made regarding delivery or pick up dates and times are mere estimates. We guarantee delivery to take place within 30 business days of the date first available for delivery. (time calculations exclude days in storage) Any changes to your order will extend this time. This time frame may change based on the time of year, weather conditions, road conditions, other acts of God, delivery schedule, geographic location of the move and other unknown factors. The moving company will do its best to meet any requested pickup or delivery dates. Business days do not include holidays or weekends.

SECTION 8: Notice of Maximum amount due upon delivery: Final charges will be based on actual weight or cubic feet/volume of property and services provided. Maximum amount demanded at time of delivery is the amount of the non-binding estimate plus 10% - 110% rule; or 100% of the binding estimate. Shipper may voluntarily pay total actual charges upon delivery. Actual charges may exceed the amount of estimate.

SECTION 9: Definitions: Carrier: the moving company and its agents, contractors, employees, and representatives. Shipper: the customer who engaged the carrier to perform interstate domestic moving services.

SECTION 10: Interest: a charge of 1.5% per month or fraction thereof (18% per annum) shall be added to all delinquent accounts. Furthermore, the shipper shall be responsible for all charges the carrier incurred as a result of attempting collection. This includes but is not limited to, attorney fees, fees for collection agent and court costs.

SECTION 11: AGREED MANDATORY CHOICE OF LAW, VENUE AND JURISDICTION. If a lawsuit becomes necessary to resolve any dispute between the carrier and shipper, said suit shall and must only be brought in circuit or county court in and for Clark County, Nevada. Suits involving disputed over interstate shipments must be limited to the governing federal law. Both parties agree to submit themselves to the jurisdiction of the Nevada Courts and agree given the relationship to the state, such exercise is reasonable and lawful. Shipper consents to jurisdiction in Clark County, Nevada and hereby waives the right to be served within the State of Nevada.

SECTION 12: Waiver of class action suits. The parties hereby waive any participation or involvement in any class action lawsuits against carrier or shipper.

SECTION 13: Reasonable Attorney Fees: In the event litigation is necessary, the carrier shall recover from shipper any and all reasonable attorney fees and administrative costs and court costs incurred as a result of the litigation. Lawsuits brought against the shipper on collection matters for failure to pay an outstanding balance due are not subject to the jurisdiction requirements under section 11 herein.

SECTION 14: Carrier's lien (a) it is agreed that the carrier shall have a lien against any and all property tendered to it heretofore or hereafter tendered to it, and on the proceeds from the sale thereof for all charges provided herein, including without limitation claims for moneys, advanced storage, transportation, interest labor and all other charges or expenses in relation to said property or any part thereof, and also for court costs, reasonable attorney's fees and other legal expenses incurred by the carrier as a result of any litigation in which the carrier may be involved in connection with the tendered goods as any and all other charges and expenses for notice and advertisement of sale of the property when default has been made also for all costs inclusion of court costs reasonable attorney fees in collection charges or enforcing this lien or caused for any controversy arising out of conflicting claims of ownership of any interpleaded action arising from the bailment of the goods or defending itself in the event the carrier is made a party to any litigation concerning the goods involved therein. If for any reason other than the fault of the carrier delivery cannot be made at the address given as the destination of which carrier has been notified, carrier at its option, may cause tariff and other lawful charges. Articles contained in shipment to be stored in a warehouse selected by it at the point of delivery or at other available points, at the costs of owner, and subject to a lien for all accrued charges (b) All goods upon which the carrier has a lien, are subject to sale at public auction to satisfy any and all unpaid charges including interest herein above provided which charges are not paid when due plus the expenses including reasonable attorney fees, which may be necessitated by said sale. (c) The lien upon any and all property tendered with the carrier shall include unpaid charges and expenses pertaining to property previously tendered with the carrier regardless of whether said property has been delivered by the shipper. (d) The parties agree that in any sale conducted to satisfy the carrier lien all property which is subject to the lien plus the cost of preserving the goods and conducting the sale shall be remitted by the shipper (e) the carrier may at its discretion bring suit for reimbursement pursuant to the foregoing provision without first foreclosing upon this lien. (f) the carrier shall be presumed to have acted in good faith and in a reasonable and commercially acceptable manner when or if it seeks to enforce its lien pursuant to the approximate provisions of the state uniform commercial code and or relevant statutes.

SECTION 15: Severability: If any part of this contract is found to be unlawful or invalid, the remaining terms and conditions shall still be enforceable.

SECTION 16: Ownership of goods: Shipper has represented and warranted to the carrier that it has lawful possession of any legal right and authority to tender all of the property herein described and that there are and will be no liens, mortgages or encumbrances on said property superior or adverse to the legal right and authority of shipper to contract for services and id there be any litigation concerning the property, the shipper agreed to pay all storage and other charges together with costs and expenses, including reasonable attorney's fees which this carrier may reasonably incur or become liable to pay in connection there with. This carrier shall have a lien on said property for charges and for such costs and expenses. Shipper agrees to indemnify the carrier with regard to any costs and expenses that may occur including but not limited to attorney's fees, with regard to a claim of ownership and/or possession made by any third party with regard to the goods specified herein. Lien specified herein shall also cover legal expenses incurred bringing or defending an interpleaded action to determine the ownership and/or right of possession specified in this contract.

SECTION 17: Rescission of old Estimate and execution of new estimate: In accordance with 49 CFR § 305.403(a)(5)(ii) and/or 49 CFR § 305.405(b)(7)(ii): If prior to or on the day of the scheduled pick-up the shipper tenders more property or makes a change to the initial order for which they received an estimate: the carrier may either (1) undertake the job with the additional property, in which case the shipper would only be required to pay 10% more then the initial estimate to receive the property on a non-binding estimate or 100% of the binding estimate and the remaining balance will be billed after the 30 day deferral. Or (2) the carrier and shipper may execute a Revised/Rescission document, PRIOR TO LOADING OR OTHERWISE BEGINNING THE JOB, this rescission document and new estimate given prior to loading will service as the only active estimate for which charges will be calculated.

SECTION 18: Agents: Carrier may use agents/independent contractors on all orders. Additionally, unless you purchased an "exclusive use of the vehicle" option, there is no guarantee that your items will not be temporarily stored or offloaded and reloaded onto a different vehicle then performed pickup.

SECTION 19: Inspection of Carrier's Tariff: Carrier's tariff is available for inspection upon reasonable request by calling carrier.