



### **Terms and Conditions**

1. 1<sup>st</sup> Call Auto Haul agrees to have vehicle(s) described on quotation shipped on or about the dates requested. 1<sup>st</sup> Call Auto Haul will designate a reliable carrier (agent) to fulfill the terms and conditions of this agreement. 1<sup>st</sup> Call Auto Haul or its Agents do not guarantee a specific pickup or delivery date.
2. This order is subject to all terms and conditions of the carrier's bills of lading, copies of which are available at the office of carrier and are incorporated herein.
3. Carrier's responsibility begins when the customer (shipper) or his agent signs the bill of lading at pickup, and terminates when the shipper or his agent signs the bill of lading at delivery. 1<sup>st</sup> Call Auto Haul must be notified immediately should the shipper be unavailable for pickup or delivery. If a carrier is sent out and vehicle cannot be picked up or delivered there will be an additional \$150.00 rescheduling fee.
4. 1<sup>st</sup> Call Auto Haul hereby notifies shipper that their vehicle will be driven on and off the transporter, or to and from the transporter at the pickup or delivery site. Should the carrier be unable to access either site, this does not relieve the consignee from making a reasonable effort to meet the truck at a suitable location.
5. All vehicles to be delivered with a balance due shall be paid via cash or certified funds. These funds are due directly to the carrier assigned.
6. 1<sup>st</sup> Call Auto Haul does not guarantee transport by any specific driver/carrier.
7. If you are shipping an inoperable vehicle, you may be required to help load and unload said vehicle at the discretion of the driver. It may also be necessary to hire an additional party to help load the inoperable vehicle. Any fees required for this type of service are in addition to the quote obtained by 1<sup>st</sup> Call Auto Haul. Should vehicle(s) become inoperable during transport, \$150.00 will be due at time of delivery in addition to any other moneys owed. It is the shipper's responsibility to make sure vehicle is in proper working order.
8. 1<sup>st</sup> Call Auto Haul or its agents will not knowingly transport vehicles with personal or household items in the passenger or trunk compartment. Federal regulation prohibits 1<sup>st</sup> Call Auto Haul or its agents from doing so. If such items are shipped unbeknown to 1<sup>st</sup> Call Auto Haul or its agents, such items become the sole responsibility of the shipper. No insurance is provided and none implied.
9. 1<sup>st</sup> Call Auto Haul or its agents will not be responsible for acts of God (fire, flooding, hail, sand storm, tornadoes, and earthquakes) or objects flying from the road. Shipper should maintain their own insurance for these reasons.
10. Shipper is responsible for preparing the vehicle(s) for transport, all loose parts, fragile or protruding accessories, low hanging spoilers, fog lights, etc., must be removed and/or properly secured. This includes antennas that do not retract! Any part that falls off in transit is shipper's responsibility, including damages done by said part to any and all vehicles involved.

11. If damage to shipper's vehicle should occur, all moneys owed for transport must be paid to initiate a claim. Damage must be noted in the proper place on the vehicle condition report, and signed by driver and shipper, regardless of weather, or time of day. Signing the bill of lading without any notation of damage verifies that shipper or his agent has received said vehicle in good condition, and that 1<sup>st</sup> Call Auto Haul and its agents are relieved of any further responsibility. We strongly urge shipper or his agent to check vehicle thoroughly.

12. 1<sup>st</sup> Call Auto Haul and its agents must also be notified of any damage by phone within 24 hours. Shipper must submit in writing a description of damage, clear pictures, and 2 estimates within 7 days of receipt of said vehicle directly to the designated carrier for any resolution to be initiated. 1<sup>st</sup> Call Auto Haul will support you in this effort should such a problem occur, but in no way will 1<sup>st</sup> Call Auto Haul accept responsibility for any negligence of the assigned carrier. If your vehicle is valued at a higher than market rate, we suggest you purchase a special insurance rider.

13. Any and all litigation shall be subject to the jurisdiction of Weymouth, Massachusetts. Shipper specifically waives any right to judicature of this matter at any other location. 1<sup>st</sup> Call Auto Haul can only be liable for up to the amount of our fee and not the full cost of the transport. In no case can 1<sup>st</sup> Call Auto Haul be held liable for the designated carrier's damage. 1<sup>st</sup> Call Auto Haul will provide carriers insurance certificate and carrier information should the need arise.

14. If you place an order with us, you have the option to cancel any time prior to your vehicle being assigned to a transporter. However, if your vehicle is booked on a transporter before you call or email your cancellation, you will forfeit a fee of \$150 to 1<sup>st</sup> Call Auto Haul.

15. 1<sup>st</sup> Call Auto Haul is a licensed and bonded property broker. We are responsible for booking the shipment of cars with a licensed and insured motor carrier company, who handle their own damage claims. It will usually take a few weeks to process your claim, since the drivers must return to their terminals with the original vehicle condition reports.

16. By either submitting your order online, sending us your order by fax or by email, or asking a representative to book the order for you, 1<sup>st</sup> Call Auto Haul understands you are placing your order and accept the terms and conditions (in lieu of your signature) found here and on 1<sup>st</sup> Call Auto Haul's web site.

17. Shipper must make their vehicle available during the transport time, if the vehicle becomes unavailable at any time after the order has been placed and a carrier has been assigned, 1<sup>st</sup> Call Auto Haul holds right to cancel the order and process a fee of \$150.

**Neither 1<sup>st</sup> Call Auto Haul nor its agents shall be responsible for the following:**

1. Damage to tie downs, brakes, alignment, tuning, charging system or battery. (No evaluation is made of these components or systems at pickup location) therefore 1<sup>st</sup> Call Auto Haul or its agents do not accept responsibility for them.
2. Damage caused by failure of factory tie-downs or pull through from tie-down holes.
3. Damage not detected at pickup location due to poor weather or lighting conditions.
4. Damage to antenna under any condition (suggests that they may be removed).
5. Damage to or loss of audio or video equipment not installed at the factory. Including antenna that does not retract to within 3 inches of the vehicles body.
6. Damage or fines incurred because shipper left personal or household items in vehicle.
7. Damage caused by fluids or objects flying up from the roadway, or out of the sky.
8. Damage to cloth or vinyl convertible or decorative tops over 2 years old.
9. Damage to T-tops, boots, bras, caps, or any other type of canvas covering.
10. Damage caused by acts of god.
11. Damage caused by freezing of cooling system and/or battery.
12. Damage to, or caused by any vehicle that cannot be driven on or off the transport under its own power. (Vehicle will not run, or has lost its braking system).

Concerning items #6-11, 1<sup>st</sup> Call Auto Haul recommends the services of an enclosed carrier, which will greatly reduce exposure to, but not completely eliminate, issues of this kind.

**PLEASE SIGN, DATE AND FAX BACK TO 646.291.1376**

<b>Signature:</b>		<b>Print Name:</b>	
<b>Reference #:</b>		<b>Date:</b>	