

SHIPPERS NAME:

CONTRACT #:



SHIPPERS AGREEMENT & MEMORANDUM OF UNDERSTANDING

17275 Green Mountain Rd 703 Progress Drive #100 902 S. International #300 15855 Long Vista Dr #104 4302 W. Buckeye Rd #111
 San Antonio, TX 78247 Killeen, TX 76542 Garland, TX 75042 Austin, TX 78754 Phoenix, AZ 85043

SHIPPERS
INITIALS

ORIGIN

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| 1. | Shipper understands and agrees that arrival times are not guaranteed . The parties understand and accept that arrival and travel times are estimates, based upon industry averages. | |
| 2. | Shipper is responsible for removal of valuables and breakables from all goods being moved including, but not limited to, drawers, safes, luggage, files, etc. | |
| 3. | Shipper is responsible for inspecting residence after loading . After the inspection: (1) there was no property damage except as noted on the inventory or bill of lading, and (2) no items remained that were scheduled to be moved. Inspection should include every room including closets, all cabinets, storage sheds, back yards, and garage. | |
| 4. | Shipper, or authorized agent, releases Ward North American ("Ward") & North American Van Lines ("NAVL") driver from all responsibility regarding the condition of any shipped live plants, frozen or refrigerated foods, and any items the require special packing, "Third Party" servicing or handling by experts or professionals which Ward has recommended and which the shipper rejects. | |
| 5. | Shipper agrees that NAVL and/or Ward will not accept for transportation , or be responsible for: bank bills, coins, collectibles, deeds, notes, drafts, paperwork of any value, negotiable instruments, jewelry or precious and semi-precious stones or metals, postage or revenue stamps, or collections, ingot or manufactured precious metal, flammable, explosive, corrosive, or caustic substances of any type, fuels (including empty or full propane tanks), oils, turpentine, varnishes, polish remover, aerosol cans, paint, bleach, ammunition, gun powder, matches, candles, food in glass jars and liquid foods . This is in strict accordance with terms and conditions set forth in the carrier tariff and shipping contracts. | |
| 6. | Shipper is responsible for servicing all electronic appliances, including, but not limited to, data processing equipment, TV's, VCR's, DVD players, computers, stereo's, etc. so that they are readily accessible and prepared for packaging & shipping. Ink & toner cartridges must be removed, hard drives should be backed up and secured, and all connecting and power cords removed. Shipper is also responsible for the disassembly and reassembly of outside equipment including, but not limited to, swing sets, trampolines, weight equipment, and jungle gyms. Equipment in need of fuels such as lawnmowers, motorcycles, and BBQ grills must be drained and/or disconnected. | |
| 7. | INSURANCE DEDUCTIBLE WAIVER: Shipper agrees that should the shipper elect to purchase insurance and/or additional valuation protection with a deductible clause, the shipper has then waived any and all rights to collect such deductible from Ward, NAVL and/or the insurance carriers of either firm. | |
| 8. | Shipper understands and agrees that destination charges for services such a long carries, stair carries, shuttles, third party services, appliance services, etc. are not included in Guaranteed or Guaranteed Not To Exceed contracts . | |
| 9. | All charges must be paid in cash, cashiers check or money order only BEFORE DELIVERY of the goods, UNLESS AN ACCEPTABLE CREDIT CARD and/or PROPER AUTHORIZATION, ARE RECEIVED, IN WRITING, THREE (3) BUSINESS DAYS PRIOR TO THE FIRST DAY OF SERVICE , or shipment is approved as a National Account three (3) business days prior to first day of service. | |

ORIGIN AND DESTINATION

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| 10. | WAIVER TO ENTER AND PARK: Shipper represents to Ward and NAVL that they have authority to grant Ward and NAVL permission to enter on to and operate heavy equipment vehicles at all locations listed as pickup or origin and/or delivery or destination on any shipping document related to my move and agrees to indemnify and hold harmless Ward and NAVL for any and all damage (visible and invisible) caused by their exercise of this waiver. | |
| 11. | FIBERBOARD/PRESSED WOOD ADVISORY & WAIVER: Furniture items made of pressed wood or fiberboard are normally bought unassembled. Because of inherent vice they are ordinarily marked "do not move after assembly" and normally cannot be successfully disassembled and/or reassembled for the moving process. The Shipper agrees that these items may not retain their integrity during the moving process and agrees to waive carrier liability so long as the items are handled in the ordinary course of business. | |

DESTINATION

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| 12. | Shipper is responsible for checking the condition of all furnishings and personal effects as well as opening all crushed boxes and examining the contents and verifying that no damage existed, except that noted in the exception columns of the inventory or check off sheet. This is a precedent condition to establishing Ward or NAVL liability. | |
| 13. | Shipper is responsible for inspecting all items requiring driver reassembly at destination and annotating items needing further attention on the inventory as a precedent condition to establish a return visit to complete same. | |
| 14. | Shipper agrees that they will advise the driver if he has not re-assembled all items as requested or if he has not placed all heavy and hard to handle items where Shipper wanted them at destination. | |
| 15. | Shipper agrees that they are responsible for checking their residence after delivery and listing property damage in the exception column of the inventory. | |

Signed and Agreed To Paragraphs 1 through 15 above.

Shippers Signature:

Date: