



northAmerican

U.S. DOT NO. 070851 • NORTH AMERICAN VAN LINES, INC. • P.O. BOX 988 • FORT WAYNE, IN 46801-0988 • PHONE 1-800-348-2111

# ORDER FOR SERVICE

REGISTRATION NUMBER

AGENT FOR NORTH AMERICAN VAN LINES, INC.

SHIPPER (PERSON OR COMPANY PAYING CHARGES) (PHONE)

A/C (OWNER OF GOODS - MAY BE THE SAME)

BILL TO: ACCT. PROFILE NO.

NAME

ADDRESS

CITY/STATE/ZIP

PHONE

PREPAID  C.O.D.  CHARGE  CASHIER'S CHECK  CASH  CREDIT CARD

IF PAID BY CREDIT CARD  AMEX  VISA  MC  OTHER

### ORIGIN

SHIPPER (OWNER OF GOODS) (PHONE)

LOADING ADDRESS

CITY/STATE/ZIP

AGREED PACKING DATES

LOADING PERIOD

DELIVERY PERIOD

### DESTINATION

CONSIGNEE (PHONE)

DELIVERY ADDRESS

CITY/STATE/ZIP

IF NECESSARY, NOTIFY (PHONE)

ADDRESS

### APPOINTMENT OF SHIPPER'S AGENT

IF UNABLE TO BE PRESENT AT ORIGIN AT TIME OF LOADING, I HEREBY

AUTHORIZE (NAME)

ADDRESS (PHONE)

CITY/STATE/ZIP

TO ACT AS MY AGENT, TO TENDER MY SHIPMENT TO THE CARRIER, TO RELEASE AND DECLARE ITS VALUE, AND TO HANDLE ALL OTHER DETAILS INCIDENTAL TO THE MOVE.

SHIPPER X

### SHIPPER'S DECLARATION OF VALUE

THIS IS A TARIFF LEVEL OF CARRIER LIABILITY—IT IS NOT INSURANCE. You must select in your own handwriting one of the following two options for your shipment. The option you select establishes our maximum liability for your goods subject to the rules contained in our applicable tariffs.

OPTION 1: Maximum Value Protection Plan. If any article is lost, destroyed or damaged while in our custody, we will either 1) repair the article to the extent necessary to restore it to the same condition as when it was received by us, or pay you for the cost of such repairs; or 2) replace the article with an article of like kind and quality, or pay you for the cost of such a replacement. An additional charge applies for Option 1 as contained in our applicable tariffs.

To select Option 1, you must write on the line below, either a lump sum dollar amount for the value of your shipment that may not be less than \$5000, or an amount per pound that may not be less than \$5.00 per pound, whichever is greater.

The value of my shipment is:

You must also select one of the following deductible amounts that will apply for your shipment.

No Deductible (Initial) \$250 Deductible (Initial) \$500 Deductible (Initial)

OPTION 2: Released Value of 60 Cents Per Pound Per Article. If any article is lost, destroyed or damaged while in our custody, our liability is limited to the actual weight of the lost, destroyed or damaged article multiplied by 60 cents per pound per article. This is the basic liability level and is provided at no charge. It is far less than the average value of household goods.

To select Option 2, you must write, on the line below, the words "60 cents per pound."

The value of my shipment is:

Your signature is required here: I acknowledge that I have declared a value for my shipment and selected a deductible amount, if appropriate, and received a list of charges showing the various brackets of value available to me.

SHIPPER'S SIGNATURE DATE

### EXTRAORDINARY VALUE ARTICLE DECLARATION

I ACKNOWLEDGE THAT YOUR LIABILITY FOR LOSS OF OR DAMAGE TO ANY ARTICLE IN EXCESS OF \$100 PER POUND WILL BE LIMITED TO \$100 PER POUND FOR EACH POUND OF SUCH LOST OR DAMAGED ARTICLE (BASED ON ACTUAL ARTICLE WEIGHT) NOT TO EXCEED THE DECLARED VALUE OF THE ENTIRE SHIPMENT. HOWEVER IF I PREPARE AN INVENTORY OF ITEMS VALUED IN EXCESS OF \$100 PER POUND PER ARTICLE INCLUDED IN MY SHIPMENT AND GIVE A COPY OF THAT INVENTORY TO YOUR REPRESENTATIVE PRIOR TO LOADING, AND RETAIN A COPY FOR MYSELF, THE LIABILITY OF ANY ARTICLE LISTED CAN EXCEED \$100 PER POUND, BUT MAY NOT EXCEED THE DECLARED VALUE OF THE ENTIRE SHIPMENT. THIS EXTRAORDINARY VALUE ONLY APPLIES IF I HAVE SELECTED MAXIMUM VALUE PROTECTION.

SHIPPER DATE

- 1. AMOUNT OF ESTIMATED CHARGES \$
2. THE MAXIMUM AMOUNT YOU WILL BE REQUIRED TO PAY ON DELIVERY IS 110% OF A NON-BINDING OR 100% OF A BINDING ESTIMATE, IN THIS CASE: \$
3. PAYMENT OF THIS AMOUNT WILL BE REQUIRED IN THE FORM AGREED UPON ABOVE. THE FORM OF PAYMENT MAY NOT BE CHANGED EXCEPT IN WRITING EXECUTED PRIOR TO LOADING.
4. YOU ARE OBLIGATED TO PAY THE BALANCE OF THE TOTAL CHARGES, WHICH WILL BE INVOICED OR CHARGED AS AGREED, AFTER 30 DAYS AFTER DELIVERY.

I HEREBY AUTHORIZE INDICATED SERVICES TO BE PERFORMED:

DATE SIGNATURE OF SHIPPER OR REPRESENTATIVE

X

### CARRIER IS AUTHORIZED TO PERFORM ADD'L. SERVICES AS INDICATED

TRANSPORTATION CHARGE IS \$ EXCLUSIVE OF ADDITIONAL SERVICE CHARGES.

EXPEDITED SERVICE ORDERED BY SHIPPER DELIVER ON OR BEFORE SUBJECT TO 5,000 LBS. MINIMUM CHARGE \$

EXCLUSIVE USE OF A VEHICLE/ (IF CAPACITY OF VEHICLE ORDERED IS 1,400 CU. FT. OR LESS, MINIMUM CHARGE SHALL BE BASED ON 9,800 LBS.) CU.FT. MINIMUM LBS. CHARGE \$

SPACE EXCLUSIVE USE OF A ORDERED (IF SPACE ORDERED IS 300 CU. FT. OR LESS, MINIMUM CHARGES SHALL BE BASED ON 2,100 LBS.) CU.FT. MINIMUM LBS. CHARGE \$

PACKING REQUESTED: FULL CUSTOM NONE

UNPACKING REQUESTED: FULL CUSTOM NONE

STORAGE IN TRANSIT: ORIGIN DESTINATION NONE

AT WAREHOUSE FOR DAYS

APPLIANCE SERVICE: ORIGIN DESTINATION NONE

LIST APPLIANCES:

ADVANCE NOTIFICATION OF CHARGES TO:

OTHER SERVICES REQUESTED (EXPLAIN)

### LOCATION OF CERTIFIED SCALE TO BE USED AT ORIGIN

NOTE: SHIPPER HAS THE RIGHT TO OBSERVE ALL WEIGHING AND HEREBY REQUESTS TO BE PRESENT AT THE TIME OF WEIGHING.

SHIPPER'S SIGNATURE X

NAVL SERVICE AGENTS

ORIGIN AGENT: CODE:

CITY/STATE: PHONE: ( )

DESTINATION AGENT: CODE:

ADDRESS:

CITY/STATE: PHONE: ( )

BOOKING AGENT: CODE:

CITY/STATE: PHONE: ( )

SIGNATURE OF CARRIER'S ISSUING AGENT: X DATE





## Contract Terms and Conditions

**NOTICE: CARRIER'S TARIFFS, BY THIS REFERENCE, ARE MADE A PART OF THE BILL OF LADING AND MAY BE INSPECTED AT CARRIER'S FACILITY AT P.O. BOX 988, FORT WAYNE, IN, OR, ON REQUEST, CARRIER WILL FURNISH A COPY OF ANY TARIFF PROVISION CONTAINING CARRIER'S RATES, RULES OR CHARGES GOVERNING THE SHIPMENT. INCORPORATED TARIFF PROVISIONS INCLUDE BUT ARE NOT LIMITED TO THOSE: (1) ESTABLISHING LIMITATION OF CARRIER'S LIABILITY, THE PRINCIPAL FEATURES OF WHICH ARE DESCRIBED IN THE VALUATION DECLARATION SECTION OF THE ORDER FOR SERVICE WHICH FORMS PART OF THIS BILL OF LADING, (2) SETTING THE TIME PERIODS FOR FILING CLAIMS, THE PRINCIPAL FEATURES OF WHICH ARE DESCRIBED IN SECTION 6 OF THIS BILL OF LADING, AND (3) RESERVING THE CARRIER'S RIGHT TO ASSESS ADDITIONAL CHARGES FOR ADDITIONAL SERVICES PERFORMED AND, ON NON-BINDING ESTIMATES, TO BASE CHARGES UPON THE EXACT WEIGHT OF THE GOODS TRANSPORTED.**

This contract is subject to all the rules, regulations, rates and charges in carrier's currently effective applicable tariffs including, but not limited to, the terms and conditions listed below. If the terms of this bill of lading conflict with any terms of an applicable contract between the shipper and North American Van Lines, Inc. entered pursuant to 49 U.S.C. 14101, the terms of that contract will govern. By executing this bill of lading, or by accepting services from carrier, shipper agrees to be bound by the provisions contained in carrier's tariff. The Estimate, the Order For Service, and the Inventory are each an attachment to this Bill of Lading and are an integral part of the Bill of Lading Contract.

SECTION 1. The carrier or party in possession shall be liable for physical loss of or damage to any articles from external cause while being carried or held in storage-in-transit EXCEPT loss, or damage caused by or resulting:

- (a) From an act, omission or order of shipper;
- (b) From a defect or inherent vice of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity or changes therein;
- (c) From (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (A) by any government or sovereign power, or by any authority maintaining or using military, naval or air forces; or (B) by military, naval or air forces; or (C) by an agent of any such government, power, authority or forces; (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war; (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade;
- (d) From delay caused by strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any person or persons taking part in any such occurrence or disorder and from loss or damage when carrier, after notice to shipper or consignee of a potential risk of loss or damage to the shipment from such causes, is instructed by the shipper to proceed with such transportation and/or delivery, notwithstanding such risk; or
- (e) From acts of God.

SUBJECT, in addition to the foregoing, to the further following limitations on liability of the carrier or the party in possession: The maximum liability of the carrier or the party in possession shall be either

- (1) The actual loss or damage not exceeding sixty (60) cents per pound of the weight of any lost or damaged article when the shipper has released the shipment to carrier, in writing, with liability limited to sixty (60) cents per pound per article; or
- (2) The lump sum declared by shipper, which may not be less than \$5,000 or \$5.00 per pound multiplied by the actual weight of the shipment, in pounds, whichever is greater; or
- (3) An amount of \$5.00 per pound multiplied by the actual weight of the shipment, in pounds, if carrier fails to obtain shipper's value declaration and signature on the Customers Declaration of Value on the Order for Service or face of this document.

SECTION 2. The carrier shall not be liable for delay caused by highway obstruction, or faulty or impassable highways, or lack of capacity of any highway, bridge or ferry, or caused by breakdown of mechanical defect of vehicles or equipment, or from any cause other than negligence of the carrier; nor shall the carrier be bound to transport by any particular schedule, means, vehicle or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward such property by any carrier or route between the point of shipment and the point of destination.

### SECTION 3.

- (a) The shipper, upon tender of the shipment to carrier, and the consignee, upon acceptance of delivery of shipment from carrier, shall be liable, jointly and severally, for all unpaid charges payable on account of a shipment in accordance with applicable tariffs including, but not limited to, sums advanced or disbursed by a carrier on account of such shipment and all costs of collection including, but not limited to, attorney's fees and court costs. The extension of credit to either shipper or consignee for such unpaid charges shall not thereby discharge the obligation of the other party to pay such charges in the event the party to whom credit has been extended shall fail to pay such charges.
- (b) The shipper shall indemnify carrier against loss or damage caused by inclusion in the shipment of explosives or dangerous articles or goods.

SECTION 4. If for any reason other than the fault of carrier, delivery cannot be made at address shown on the face hereof, or at any changed address of which carrier has been notified, carrier, at its option, may cause 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 cost of the owner, and subject to a lien for all accrued tariff charges.

SECTION 5. If shipment is refused by consignee at destination, or if shipper, consignee or owner of property fails to receive or claim it within fifteen (15) days after written notice by United States mail addressed to shipper and consignee at post office addresses shown on face hereof, or if shipper fails or refuses to pay applicable charges in accordance with carrier's applicable tariff, carrier may sell the property at its option, either (a) upon notice in the manner authorized by law, or (b) at public auction to highest bidder for cash at a public sale to be held at a time and place named by carrier, thirty (30) days notice of which sale shall have been given in writing to shipper and consignee and there shall have been published at least once a week for two consecutive weeks in a newspaper of general circulation at or near the place of sale, a notice thereof containing a description of the property as described in the bill of lading, and the names of the consignor and consignee. The proceeds of any sale shall be applied toward payment of tariff charges applicable to shipment and toward expenses of notice, advertising and sale, and of storing, caring for and maintaining property prior to sale, and the balance, if any, shall be paid to owner of property; PROVIDED that any perishable articles contained in said shipment may be sold at public or private sale without such notices, if, in the opinion of carrier, such action is necessary to prevent deterioration or further deterioration.

SECTION 6. As a condition precedent to recovery, a claim for any loss or damage, injury or delay must be filed in writing with carrier within nine (9) months after delivery to consignee as shown on face hereof, or in case of failure to make delivery, then within nine (9) months after a reasonable time for delivery has elapsed; and suit must be instituted against carrier within two (2) years and one (1) day from the date when notice in writing is given by carrier to the claimant that carrier has disallowed the claim or any part or parts thereof specified in the notice. Where a claim is not filed or suit is not instituted thereon in accordance with the foregoing provisions, carrier shall not be liable and such claim will not be paid.

SECTION 7. Carrier may bill and collect all charges related to storage-in-transit at origin upon completion of such storage. If a shipment is placed in storage-in-transit at destination, all charges incurred prior to delivery into storage, including the cost of placing the goods into storage, are due at the time of storage.

**NOTE 1: Carrier's tariff contains a minimum weight provision. The specific minimum weight is shown on the face hereof. Shipments weighing less than that minimum will bear charges based on that minimum weight.**

**NOTE 2: For California shipments, shipper agrees with carrier that title to all packing material passes before any use of the material is made.**

**THE CARRIER'S TARIFF IS AVAILABLE FOR INSPECTION AT THE CARRIERS GENERAL OFFICES AND AT THE OFFICES OF THE HOUSEHOLD GOODS CARRIERS BUREAU/AMERICAN MOVING AND STORAGE ASSOCIATION, 1611 DUKE STREET, ALEXANDRIA, VA 22314-3482.  
MAIL ADDRESS: NORTHAMERICAN VAN LINES, INC. P.O. BOX 988 FORT WAYNE, IN 46801-0988**



